



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
DECEMBER 2, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- Miracle on McIntyre Street
- Lighting of the Tree
- Night of Lights Parade
- Blue Santa
- Deck the House

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 Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District, Lot 1, Brandy Estates, Located at 4020 West Sprague Street, as Requested by Abraham Mejia Jr. [Jaime Acevedo, Director of Planning & Zoning]

- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial and Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, 5.000 Acres Out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City of Edinburg, Hidalgo County, Texas, Located at 1014 West Wisconsin Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 8, Primarosa Estates Unit 2 Subdivision, Located at 3606 West Monte Cristo Road, as Requested by Jose Antelmo and Anita M. Valdez. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 26, Trenton Manor Subdivision, Located at 1919 Wayne Drive, as Requested by Rolando Ramirez. [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, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr. as Requested by Edinburg Arts Foundation. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCES

- A.** Consider Variance Request to the City's Unified Development Code, Article 4, Section 4.204, Bufferyards, Table 4.204-1, Bufferyard Classifications for The Woodlands at Jackson Subdivision, Being a 4.00-Acre Tract of Land out of Lot 4, Section 242, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 1802 N. Jackson Road, as Requested by Marco Santivanez. [Jaime Acevedo, Director of Planning & Zoning]
- B.** Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being 19.858 Acres Situated in the City of Edinburg, County of Hidalgo, Texas Being a Part or Portion Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat Thereof Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 2800 N. McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

9. AWARDING OF BID

- A.** Consider Authorizing the Purchase of a Sewer Camera System from Rausch USA, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 120721-RAU, in the Amount Not to

10. APPOINTMENTS

- A. Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Appointment of City of Edinburg Council Member as a Designated Alternate Board Member to the Rio Grande Valley Emergency Communication District (RGVECD 911) Board of Managers. [Clarice Y. Balderas, City Secretary]

11. 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 Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2026-2027 E-rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]
- B. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]
- C. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]
- D. Consider the Approval of Change Order No. 1 to Contract with Broaddus Construction, LLC for RFP 2025-002, Downtown Parking Garage Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CPM, City Engineer]
- E. Consider Authorizing the Expenditure for the Repair of Unit 1147, 336FL Excavator, by Holt Caterpillar of Edinburg, Texas in the Amount of \$69,399.48. [Ramiro L. Gomez, Director of Solid Waste Management]
- F. Consider Authorizing the Purchase of One Toro Reelmaster Fairway Mower 3555-D/3575-D as Item from Professional Turf Products, LT. for Los Lagos Golf Course in the amount of \$77,615.36. [Javier Garza, Director of Parks and Recreation]
- G. Consider Authorizing the City Manager to Enter Into Amendment Number Two (2), Increasing the Contract Amount by \$80,000.00, Between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for the Phase I Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

12. OTHER BUSINESS

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

13. EXECUTIVE SESSION

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

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

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.

14. 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 November 24, 2025 at 6:25 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: December 2, 2025

PUBLIC HEARINGS

Agenda Item No: 7.A.

Comprehensive Plan Amendment and Rezoning Request - Abraham Mejia Jr.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District, Lot 1, Brandy Estates, Located at 4020 West Sprague Street, as Requested by Abraham Mejia Jr. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located south of West Sprague Street, and approximately 1,500 feet east of North 10th Street. The property is currently zoned Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. The requested zoning designation is the Residential, Multi-Family (RM) District, which is intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). This property has a lot width of 113.96 feet and a lot depth of 230 feet for a total lot area of approximately 26,210 square feet. The lot is currently vacant and the applicant is requesting the zone change to establish a new multi-family development at this location.

Adjacent zoning is Residential, Multi-Family (RM) District to the north, Commercial, Neighborhood (CN) District to the east, Residential, Suburban (RS) District to the south, and Residential, Multi-Family (RM) District to the west. Surrounding land consists of residential and commercial uses. The future land use designation for this property is for Neighborhood Commercial uses.

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, October 31, 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 November 12, 2025.

On November 7, 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 November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District based on adjacent zoning districts and surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility,

and other City requirements, as applicable.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/20/25
CITY COUNCIL – 12/02/25
DATE PREPARED – 11/05/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Mariela De Jesus and Edward Dominguez

AGENT: Abraham Mejia Jr.

LEGAL: Lot 1, Brandy Estates

LOCATION: 4020 West Sprague Street

LOT/TRACT SIZE: 26,210 square feet

CURRENT USE: Vacant land

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

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING: North – Residential, Multi-Family (RM) District
South – Residential, Suburban (RS) District
East – Commercial, Neighborhood (CN) District
West – Residential, Multi-Family (RM) District

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multi-Family (RM) District

**REZONING REQUEST
ABRAHAM MEJIA JR.**

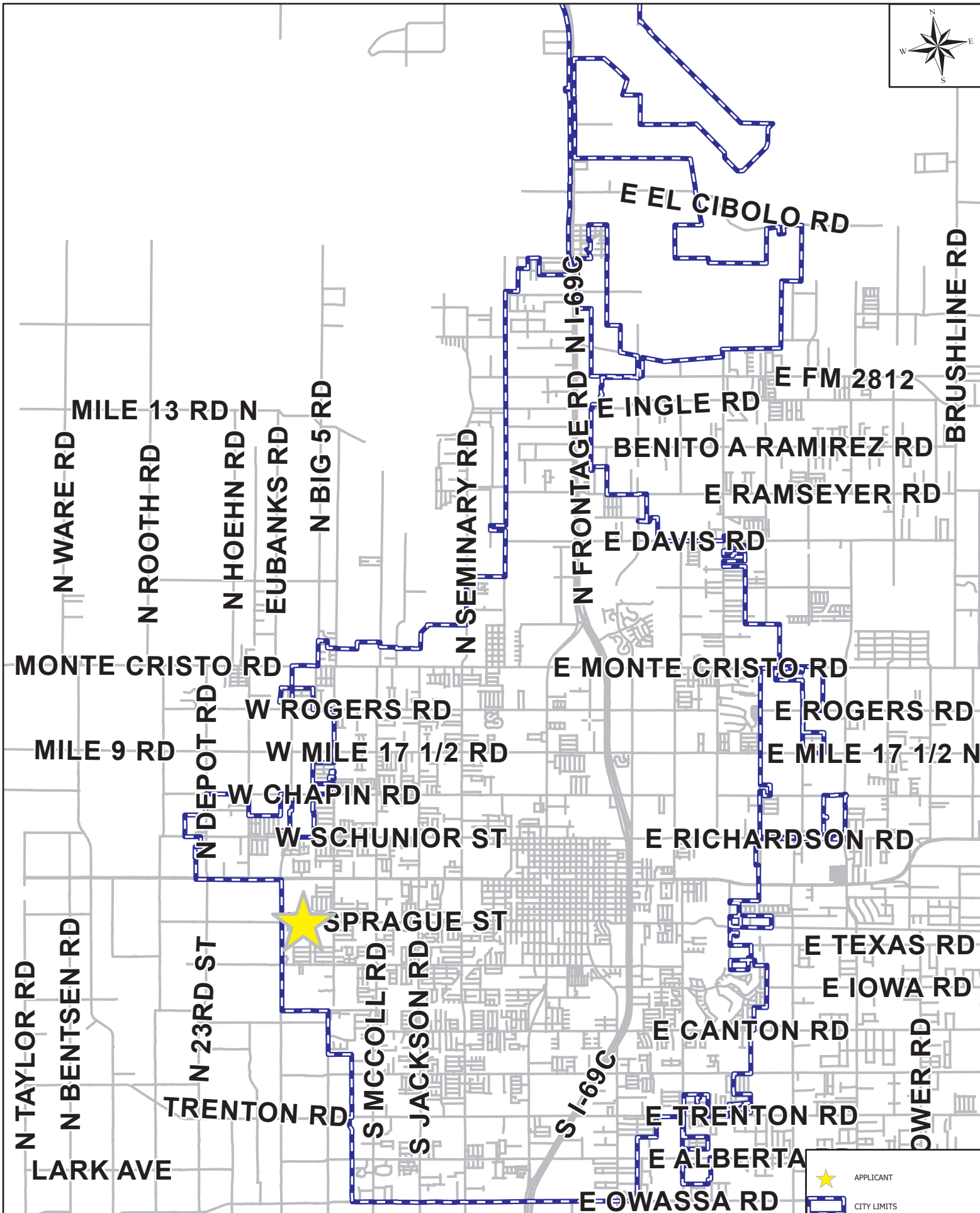
EVALUATION

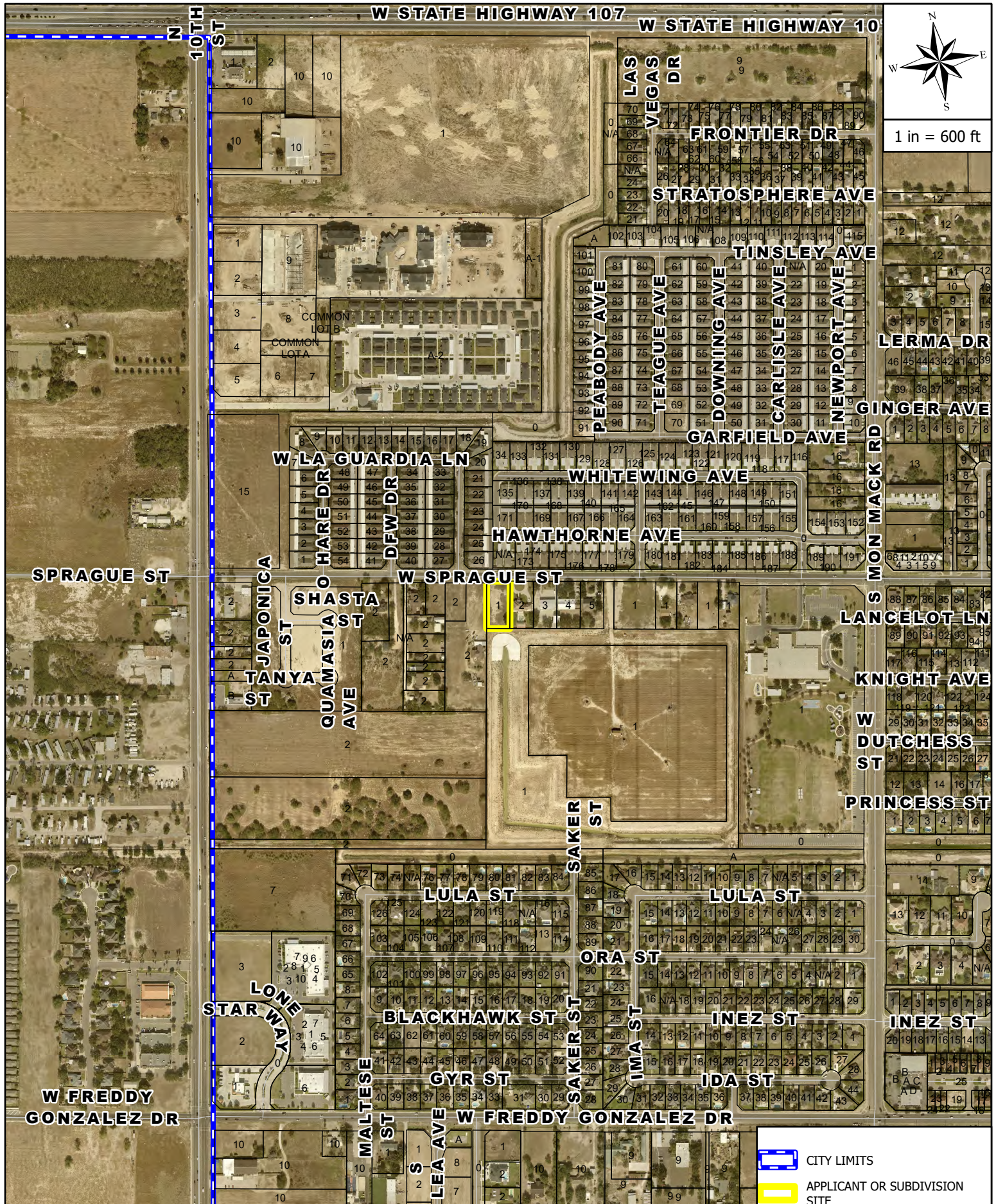
The following is the staff's evaluation of the request:

1. The land is currently vacant.
2. Surrounding land consists of residential and commercial uses.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, October 31, 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 November 12, 2025.

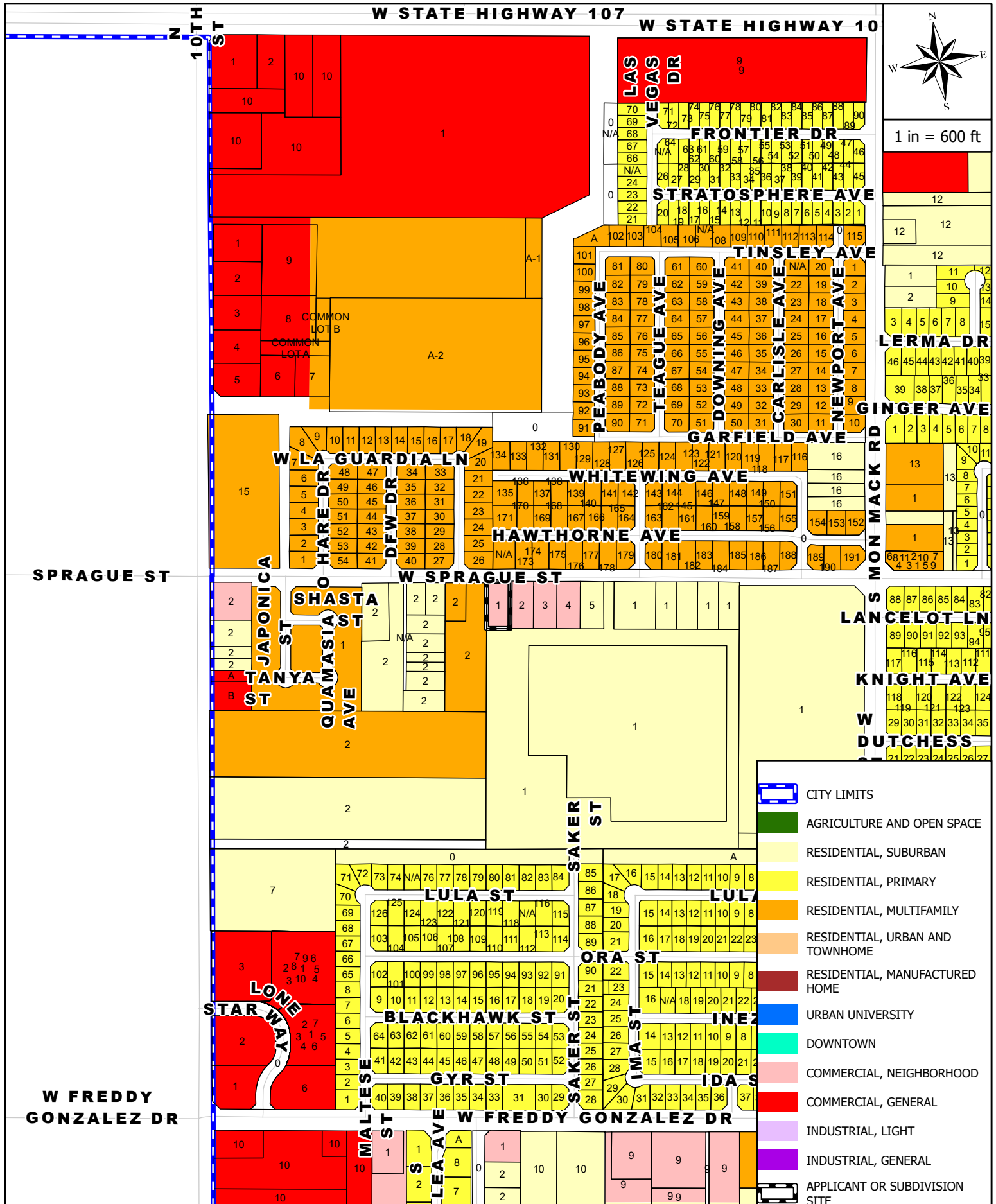




AERIAL MAP

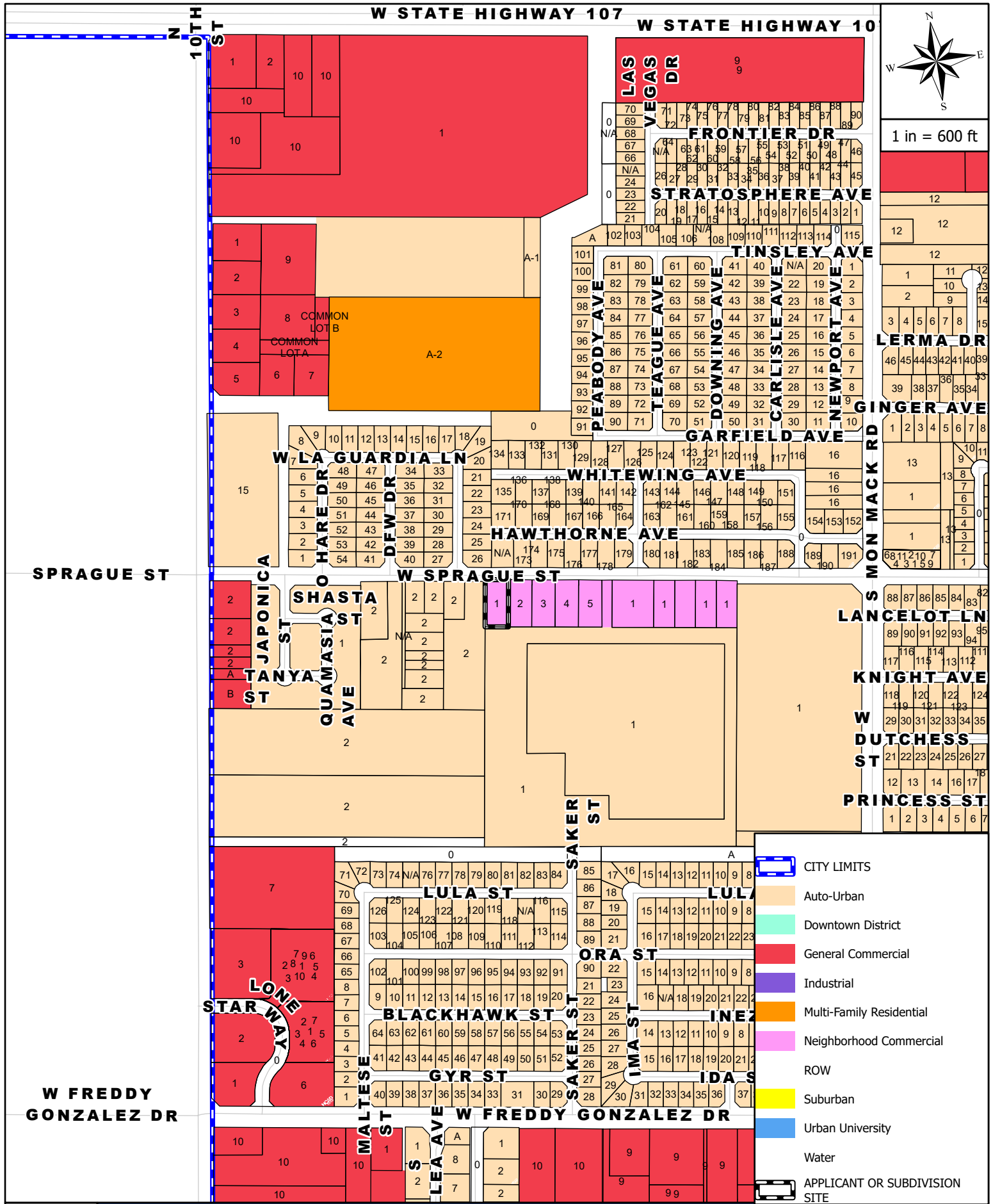
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0309 4020 W SPRAGUE ST



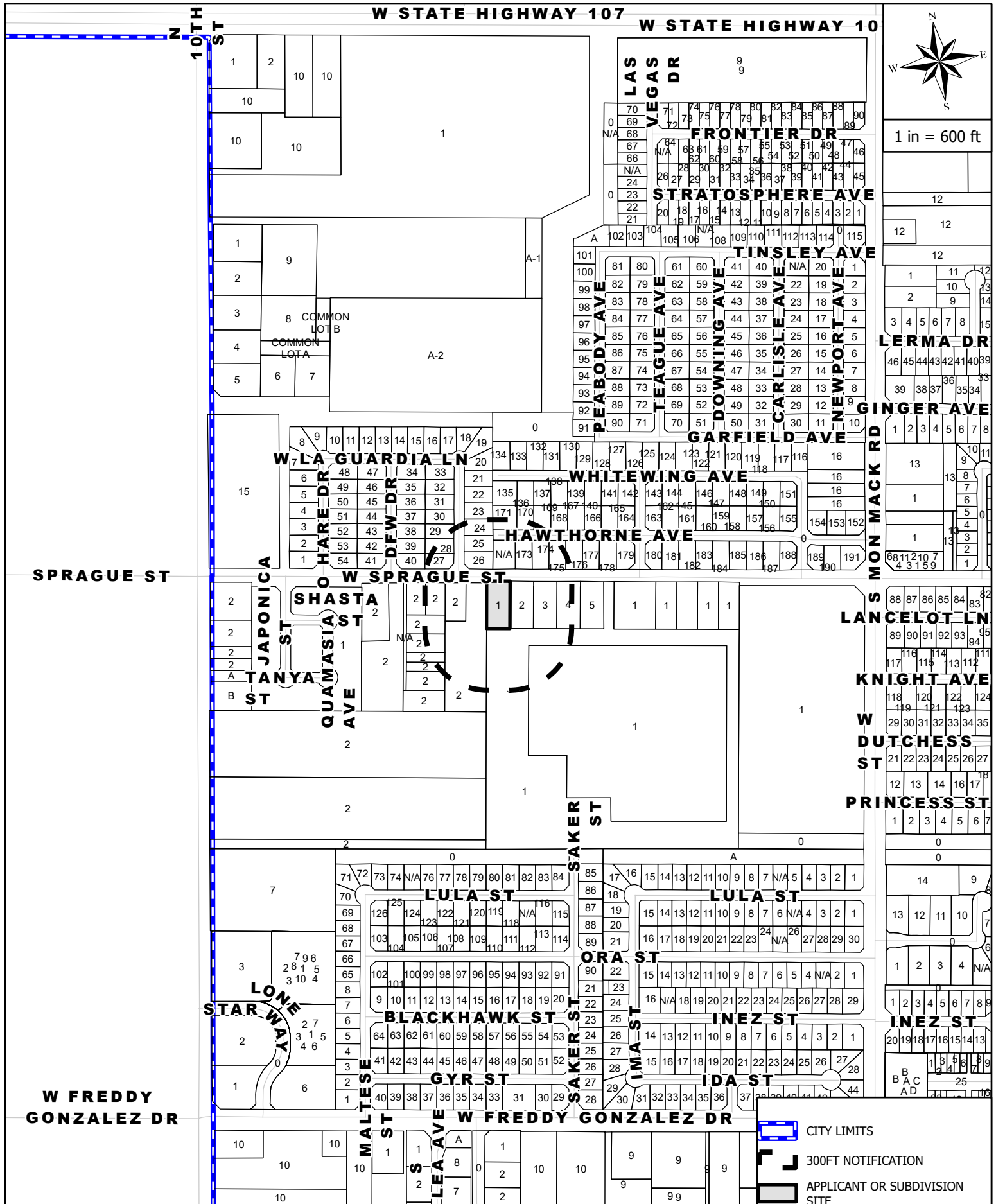
ZONING MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0309 4020 W SPRAGUE ST



FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0309 4020 W SPRAGUE ST

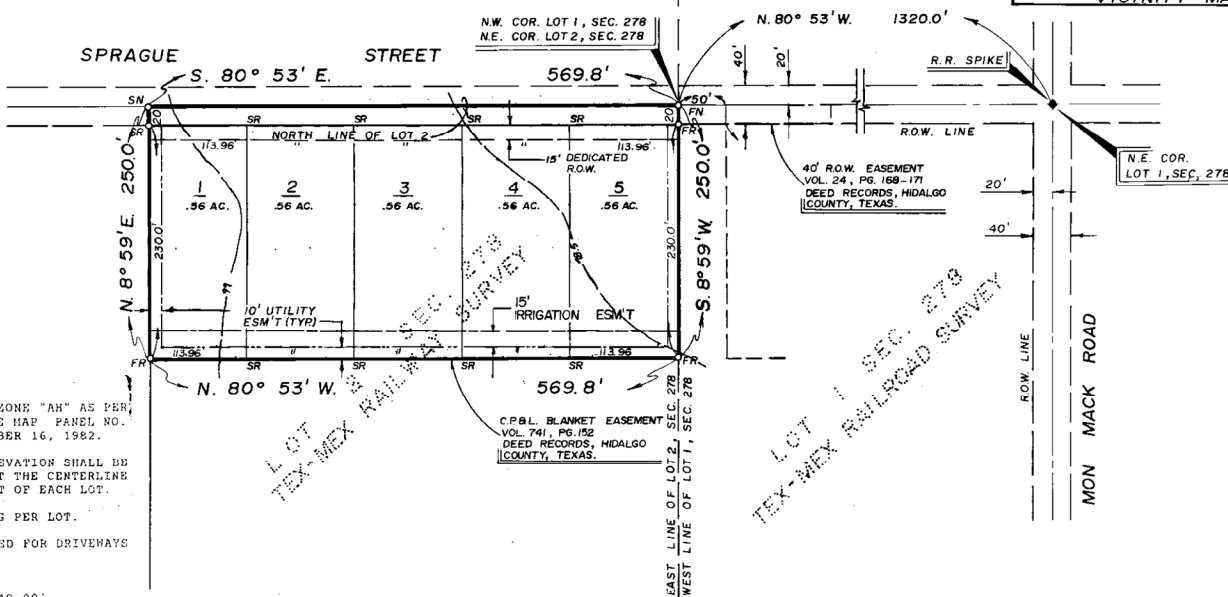
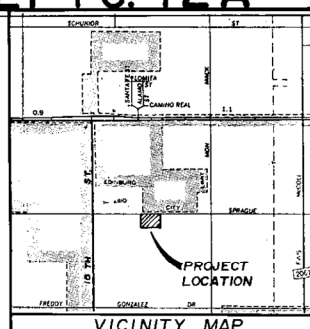


MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0309 4020 W SPRAGUE ST

SCALE: 1" = 100'
FR = FOUND ROD
SR = SET 1/2" ROD
FN = FOUND NAIL
SN = SET NAIL



NOTES

1. THIS SUBDIVISION LIES IN ZONE "AH" AS PER F.E.H.A.'S FLOOD INSURANCE MAP PANEL NO. 480334 0325 C DATED NOVEMBER 16, 1982.
2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE PAVEMENT AT THE CENTERLINE OF SPRAGUE STREET IN FRONT OF EACH LOT.
3. ONE SINGLE FAMILY DWELLING PER LOT.
4. CULVERTS MUST BE PROVIDED FOR DRIVEWAYS BY LOT PURCHASER.
5. MIN. BLDG. SETBACK LINES
FRONT 40.00'
REAR 30.00'
SIDE 7.00'
SIDE ABUTTING STREET 10.00'
UNLESS GREATER SETBACKS ARE REQUIRED.
6. DRAINAGE RETENTION PER LOT IS 1965 CF (.045 AC-FT)
7. ALL FUTURE LOT OWNERS MAY BE ASSESSED FOR PAVING IMPROVEMENTS.

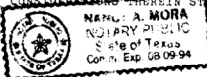
STATE OF TEXAS,
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE BRANDY ESTATES TO THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

Edward Dominguez
EDWARD DOMINGUEZ
P.O. BOX 72096
MCALLEN, TEXAS 78504

STATE OF TEXAS,
COUNTY OF HIDALGO:

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED EDWARD DOMINGUEZ 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 THE PURPOSES AND CONSIDERATIONS THEREIN STATED.



A. Mora
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

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

William D. Smith
CHAIRMAN, PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 19th DAY OF October A.D. 1991.

ATTEST:

CITY SECRETARY

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, ON THIS THE 19th DAY OF October A.D. 1991.

William D. Smith
PRESIDENT

William D. Smith
SECRETARY

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.

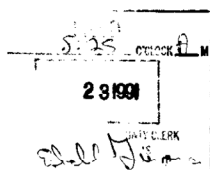
P.R. Alvarez
MAYOR, CITY OF EDINBURG
APPROVED 06/18/91

ATTESTED BY:
William D. Smith

MAP OF BRANDY ESTATES

BEING A 3.27 ACRE SUBDIVISION OUT OF LOT 2, SECTION 278, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, AS PER MAP OR PLAT THEREOF RECORDED IN VOL. 24, PAGE 171 OF THE DEED RECORDS, HIDALGO COUNTY, TEXAS.

EDINBURG, TEXAS
MAY 1991



27 72A

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, JAMES ARANDA, A REGISTERED PROFESSIONAL PUBLIC 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 UNDER MY DIRECT SUPERVISION AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED ON THE GROUND AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE STATUTES GOVERNING SURVEYS.

James Aranda
JAMES ARANDA
REGISTERED PROFESSIONAL SURVEYOR NO. 4442
MCALLEN, TEXAS 78504

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, ROLANDO CRUZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE STATUTES GOVERNING ENGINEERING.

Rolando Cruz
ROLANDO CRUZ
REGISTERED PROFESSIONAL ENGINEER
NO. 55459
MCALLEN, TEXAS.

METES & BOUNDS DESCRIPTION FOR

A 3.27 acre tract of land out of Lot 2, Section 278, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 171, of the Deed Records of Hidalgo County, Texas; Said 3.27 acre tract of land being more particularly described as follows:

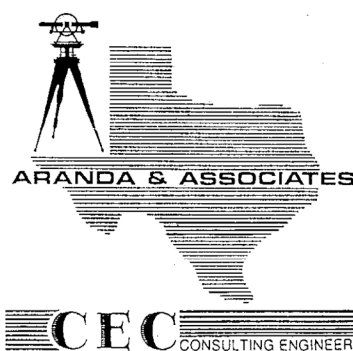
Beginning at a 60d nail set in the centerline of Sprague Street for the Northwest corner of Lot 1, Section 278, same being the Northeast corner of Lot 2, Section 278, for the Northeast corner and POINT OF BEGINNING hereof; Said 60d nail also bears North 80 deg. 53 min. West, 1320.0 feet from a Railroad spike in the intersection of Sprague Street and Mon Mack Road found to be the Northeast corner of Lot 1, Section 278.

THENCE, South 8 deg. 59 min. West, along the East line of Lot 2, pass at 20.0 feet a 1/2 inch iron rod found on the South right-of-way line of Sprague Street, and a 250.0 feet, in total, to a 1/2 inch iron rod found for the Southeast corner hereof;

THENCE, North 80 deg. 53 min. West, parallel to the North line of Lot 2, a distance of 569.8 feet to a 1/2 inch iron rod found for the Southwest corner hereof;

THENCE, North 8 deg. 59 min. East, parallel to the East line of Lot 2, pass at 230.0 feet a 1/2 inch iron rod set on the South right-of-way line of Sprague Street, and at 250.0 feet, in total, to a 60d nail set for the Northwest corner hereof;

THENCE, South 80 deg. 53 min. East, along the North line of Lot 2, same being the centerline of Sprague Street, to the POINT OF BEGINNING and containing 3.27 acres, more or less.







Rezoning Request Site Photo

Abraham Mejia Jr.
4020 West Sprague Street



THE CITY OF
Edinburg
CORRECTION NOTICE

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, November 20, 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 NEIGHBORHOOD COMMERCIAL USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOT 1, BRANDY ESTATES, LOCATED AT 4020 WEST SPRAGUE STREET, AS REQUESTED BY ABRAHAM MEJIA JR.

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

This request is scheduled to be heard by the **City Council on Tuesday, December 2, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, November 19, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, November 19, 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:

Need more information

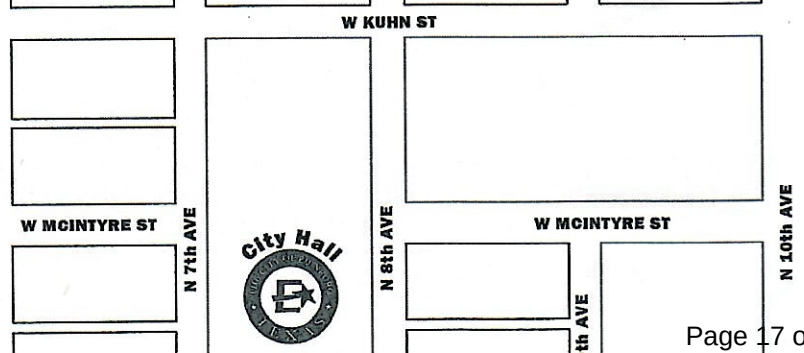
Print Name: *Karam Batieha* Phone No. _____

Address: _____ City: _____ State: _____ Zip: _____

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 COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, ALL OF LOT 1, BRANDY ESTATES, LOCATED AT 4020 W. SPRAGUE 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 Commercial, Neighborhood (CN) 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 1, Brandy Estates, Located at 4020 W. Sprague Street, from Commercial, Neighborhood (CN) 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 November 20, 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 December 2, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, Neighborhood (CN) 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 Commercial, Neighborhood (CN) 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 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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, BRANDY ESTATES, LOCATED AT 4020 W. SPRAGUE 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 Neighborhood Commercial Uses to Multi-Family Residential Uses and,

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

WHEREAS, such development is not detrimental to the 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 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 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: December 2, 2025

PUBLIC HEARINGS

Agenda Item No: 7.B.

Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial and Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, 5.000 Acres Out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City of Edinburg, Hidalgo County, Texas, Located at 1014 West Wisconsin Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the south side of West Wisconsin Road, approximately 1,600 feet east of South Sugar Road. The property is currently zoned Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. This property has a lot width of 165 feet and a lot depth of 1,320 feet for a total lot area of 5 acres. The requested zoning designation is the Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. On March 3, 2009, this property was rezoned from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District. There is an existing business at this location and the applicant is requesting the zone change to establish a new commercial development.

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

Staff mailed a notice of the public hearing to 50 neighboring property owners on Friday, October 31, 2025, and received no comments in favor and 2 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 12, 2025.

On November 7, 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 November 20, 2025, the Planning & Zoning Commission recommended with a vote of 3-1 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Neighborhood Commercial and Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on adjacent zoning districts and the Future Land Use. If approved, the applicant will need to comply with all

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

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/20/25
CITY COUNCIL – 12/02/25
DATE PREPARED – 11/05/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Vida Development, LLC.

AGENT: Melden & Hunt

LEGAL: 5.000 acres out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City Of Edinburg, Hidalgo County, Texas

LOCATION: 1014 West Wisconsin Road

LOT/TRACT SIZE: 5 acres

CURRENT USE: Commercial

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Commercial, Neighborhood (CN) District

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

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

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

REZONING REQUEST MELDEN & HUNT, INC.

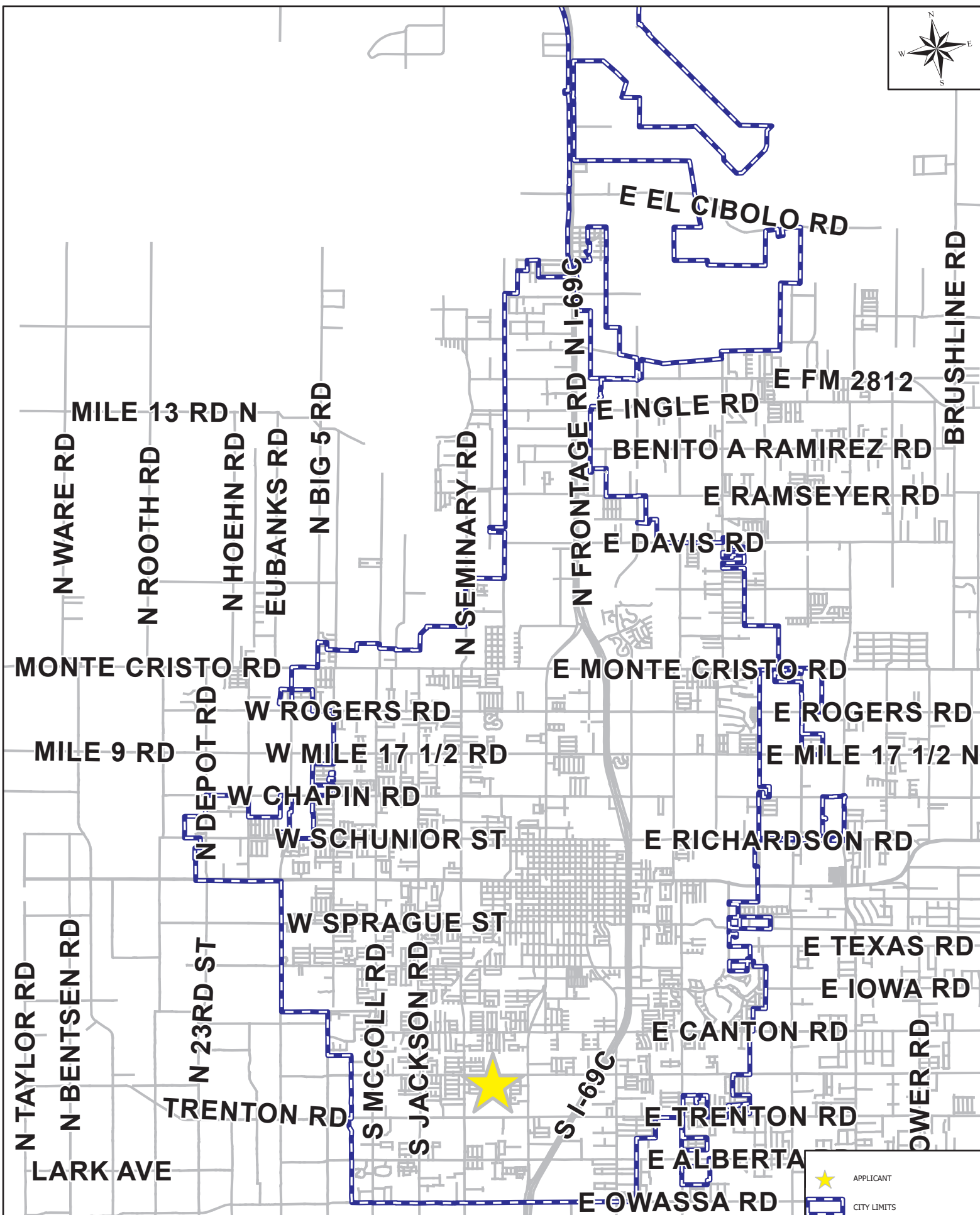
EVALUATION

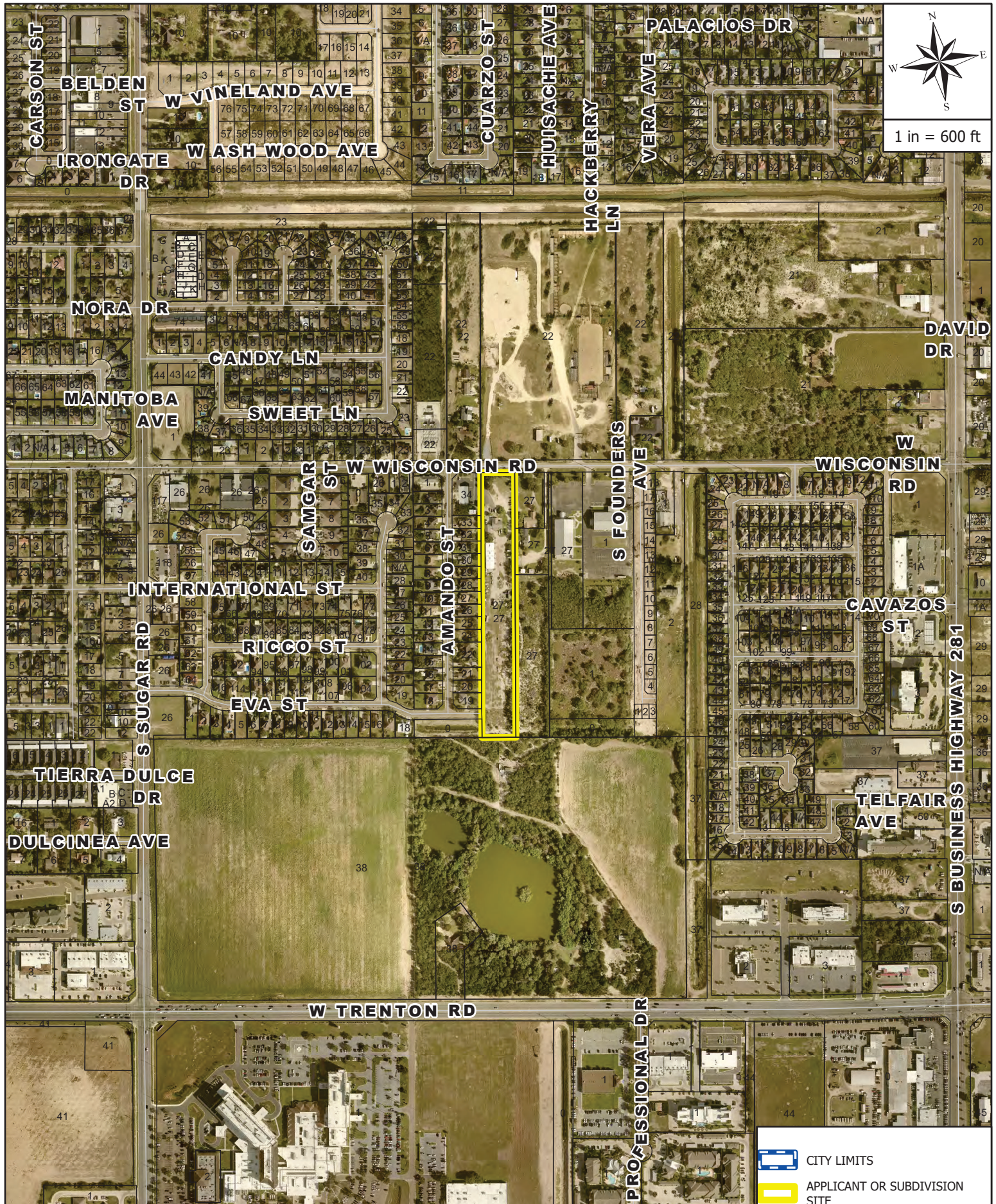
The following is the staff's evaluation of the request:

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

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

Staff mailed a notice of the public hearing to 50 neighboring property owners on Friday, October 31, 2025, and received no comments in favor and 2 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 12, 2025.





CITY LIMITS



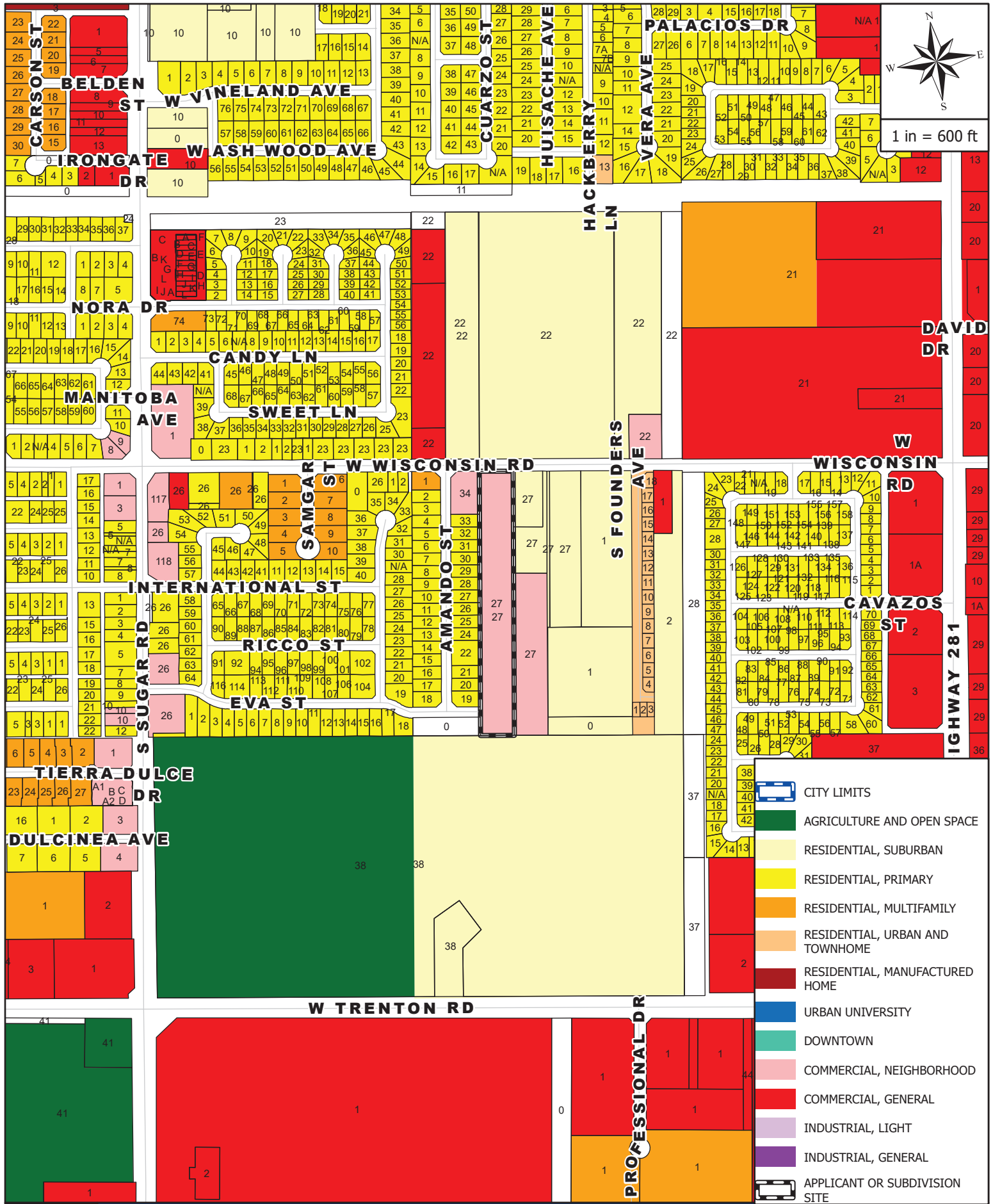
APPLICANT OR SUBDIVISION SITE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

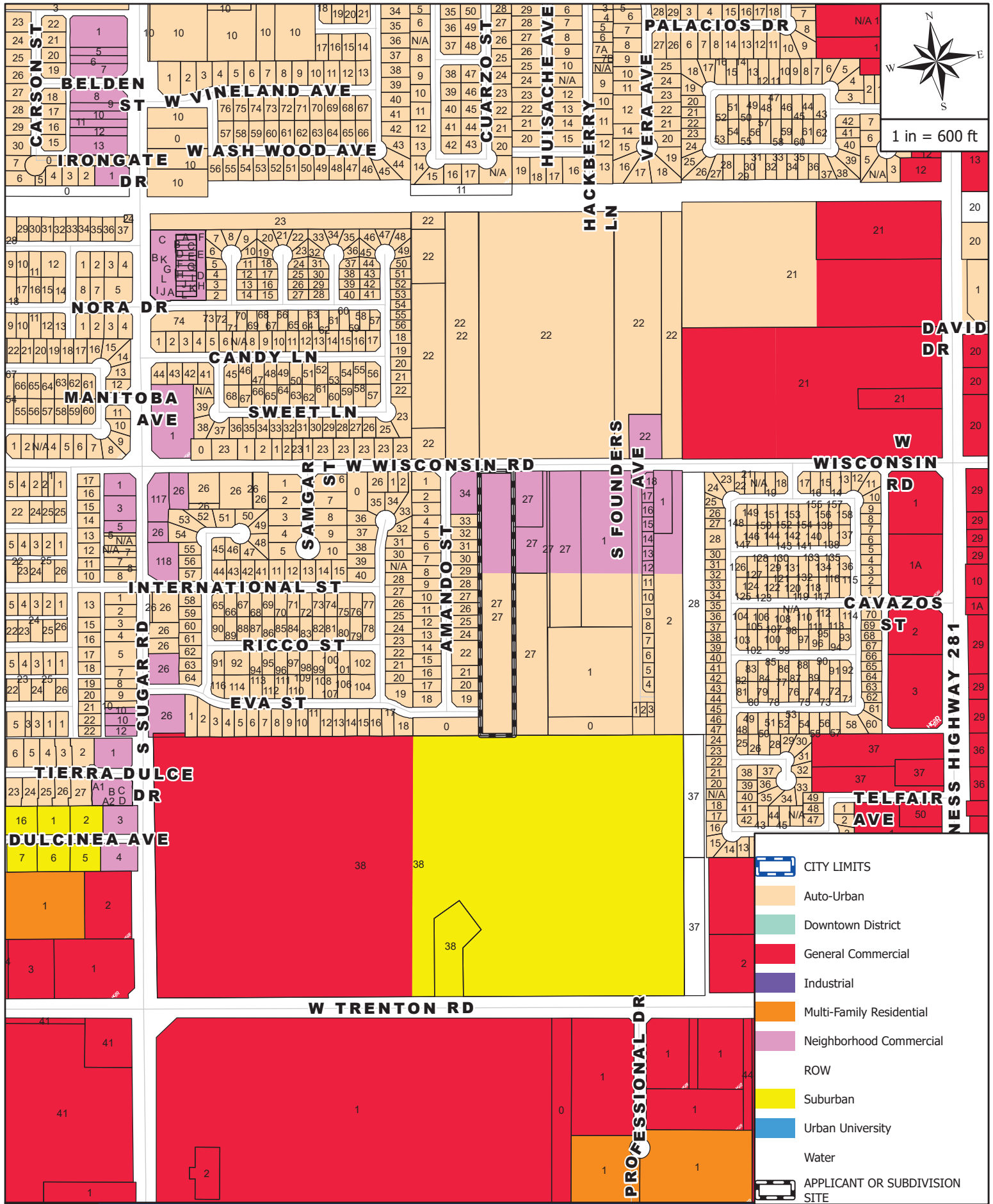
RZNE-2025-0307 1014 W WISCONSIN RD



ZONING MAP

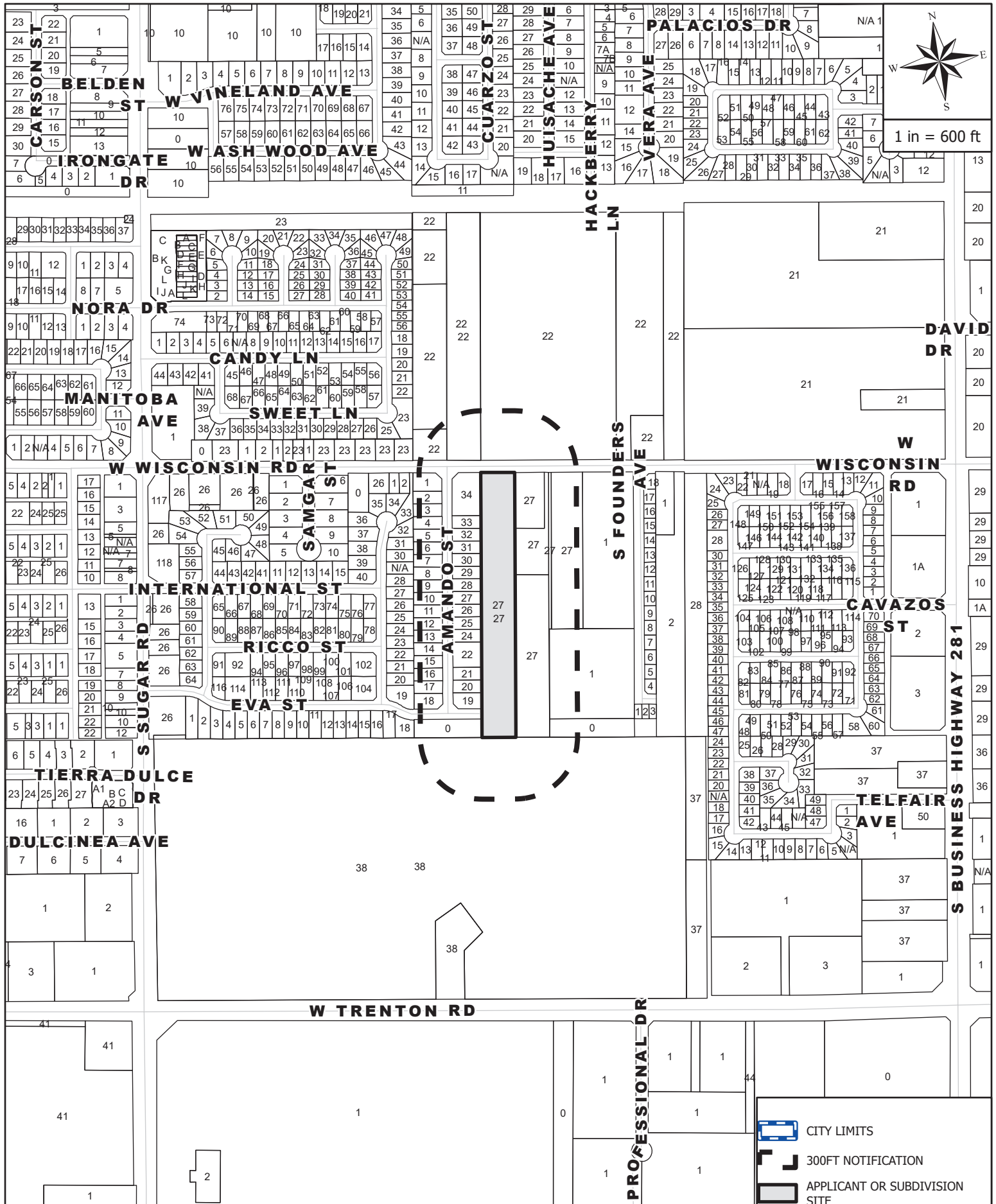
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0307 1014 W WISCONSIN RD



FUTURE LANDUSE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0307 1014 W WISCONSIN RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

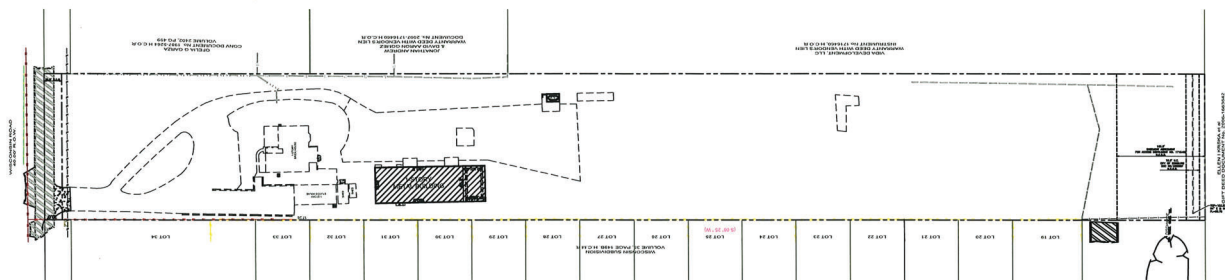
RZNE-2025-0307 1014 W WISCONSIN RD



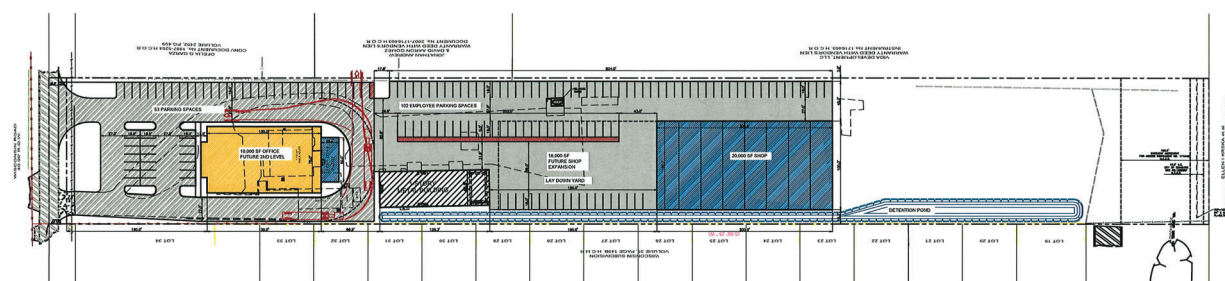
Rezoning Request Site Photo

Melden & Hunt, Inc.
1014 West Wisconsin Road





A EXISTING PROPERTY
SCALE: 1" = 50'-0"



B PROPOSED SITE LAYOUT
SCALE: 1" = 50'-0"

REVIEW SET 11-11-25



**Jmerc
DESIGN**
CONSULTING, LLC
A JERCOR
CORPORATION, TEXAS
jmerc@jcorporate.com
956-792-1962

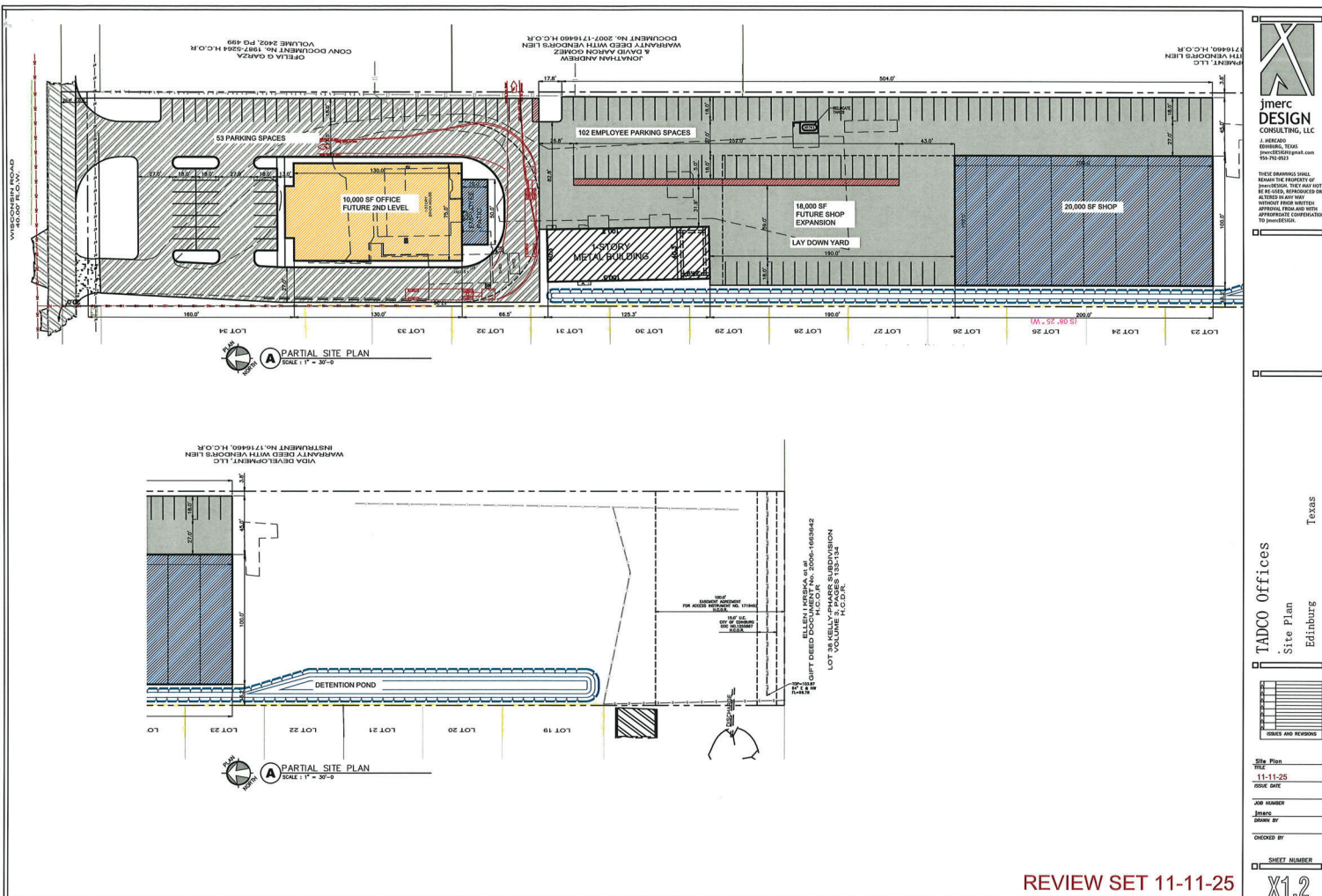
THESE DRAWINGS SHALL REMAIN THE PROPERTY OF Jmerc DESIGN. THEY MAY NOT BE COPIED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT WRITTEN APPROVAL FROM Jmerc DESIGN. APPROVED FOR Jmerc DESIGN.

JADCOR Offices
Site Plan
Edinburg
Texas

NO.	REVISION
1	ISSUED FOR PERMIT

Site Plan
11-11-25
ISSUE DATE
JADCOR
DRAWN BY
CHECKED BY

SHEET NUMBER
X1.1



THE CITY OF
Edinburg
CORRECTION NOTICE

NOTIFICATION

Dear Property Owner:

A public hearing will be held on Thursday, November 20, 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 NEIGHBORHOOD COMMERCIAL AND AUTO-URBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, 5.000 ACRES OUT OF LOT 27, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R., CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 1014 WEST WISCONSIN ROAD, AS REQUESTED BY MELDEN & HUNT, INC.

This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses.

This request is scheduled to be heard by the City Council on Tuesday, December 2, 2025, at 6:00 P.M. As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore, please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input, but no action or response is required. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, November 19, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, November 19, 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

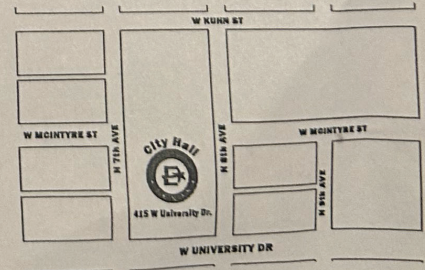
Comments: We like quiet and peace living area.
This commercial property may increase our taxes.

Print Name: Biju Cherian Phone No. 956 379 4619
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



THE CITY OF
Edinburg
CORRECTION NOTICE

NOTIFICATION

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CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD COMMERCIAL AND AUTO-URBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, 5.000 ACRES OUT OF LOT 27, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R., CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 1014 WEST WISCONSIN ROAD, AS REQUESTED BY MELDEN & HUNT, INC.

This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses.

This request is scheduled to be heard by the City Council on Tuesday, December 2, 2025, at 6:00 P.M. As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input, but no action or response is required. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

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EMAIL: planning@cityofedinburg.com by Wednesday, November 19, 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 like our Pearl Street. No commercial.

Print Name: XUEMIN ZHAO

Phone No.

Address:

City

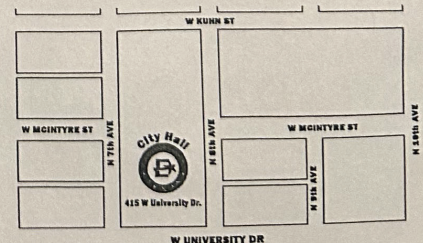
State:

Zip

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 COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, 5.000 ACRES OUT OF LOT 27, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R., CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 1014 WEST WISCONSIN 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 5.000 acres out of Lot 27, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., City Of Edinburg, Hidalgo County, Texas, Located at 1014 West Wisconsin 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 November 20, 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 December 2, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, 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 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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, 5.000 ACRES OUT OF LOT 27, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R., CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 1014 WEST WISCONSIN ROAD, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from 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 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: December 2, 2025

PUBLIC HEARINGS

Agenda Item No: 7.C.

Rezoning Request - Jose Antelmo and Anita M. Valdez.

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 8, Primarosa Estates Unit 2 Subdivision, Located at 3606 West Monte Cristo Road, as Requested by Jose Antelmo and Anita M. Valdez. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the southwest intersection of West Monte Cristo Road and North Mon Mack Road. The property is currently zoned Residential, Primary (RP) District. The requested zoning is the Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. This property has a lot width of 35 feet and a total lot area of approximately 14,000 square feet. The lot is currently vacant and the applicant is requesting the zone change to establish a new food truck park at this location.

Adjacent zoning is Agriculture and Open Space (AO) District to the north and east, Residential, Primary (RP) District to the south, and Commercial, Neighborhood (CN) District to the west. Surrounding land consists of residential and commercial uses. The future land use designation for this property is for Neighborhood Commercial uses.

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, October 31, 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 November 12, 2025. It was determined infrastructure in this area may support the proposed development.

On November 7, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning.

On November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.

3. Staff's Recommendation:

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

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/20/25
CITY COUNCIL – 12/02/25
DATE PREPARED – 11/05/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

APPLICANT: Jose Antelmo and Anita M. Valdez

AGENT: Not Applicable

LEGAL: Lot 8, Primarosa Estates Unit 2 Subdivision

LOCATION: 3606 West Monte Cristo Road

LOT/TRACT SIZE: Approximately 14,000 square feet

CURRENT USE: Vacant land

PROPOSED USE: Commercial, Neighborhood (CN) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Residential, Primary (RP) District
East – Agriculture and Open Space (AO) District
West – Commercial, Neighborhood (CN) District

LAND USE PLAN: Neighborhood Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

REZONING REQUEST
JOSE ANTELMO AND ANITA M. VALDEZ

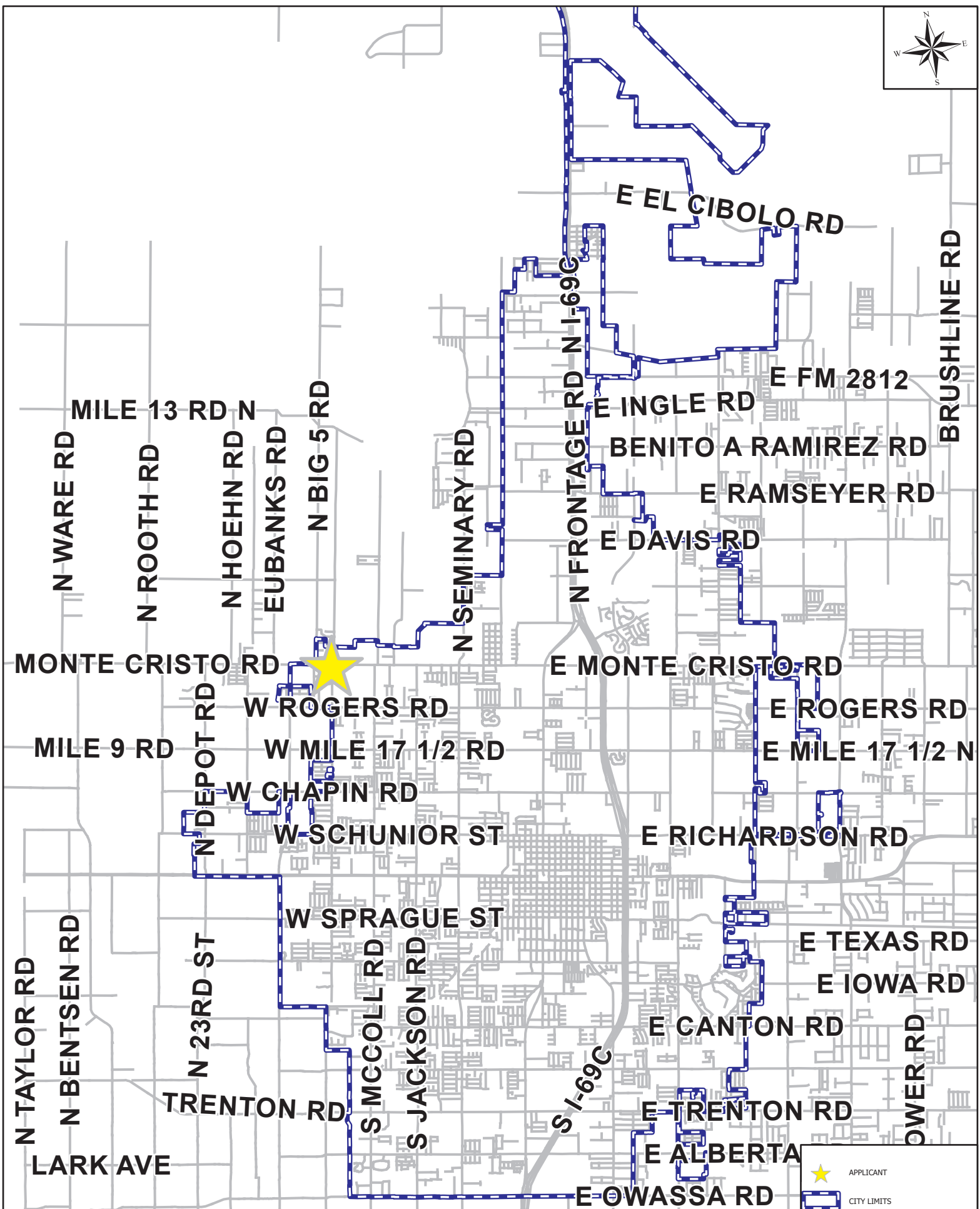
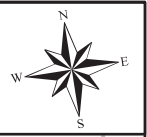
EVALUATION

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

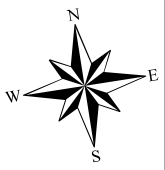
1. The land is currently vacant.
2. Surrounding land consists of residential and commercial uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, October 31, 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 November 12, 2025.



★ APPLICANT
□ CITY LIMITS



1 in = 300 ft

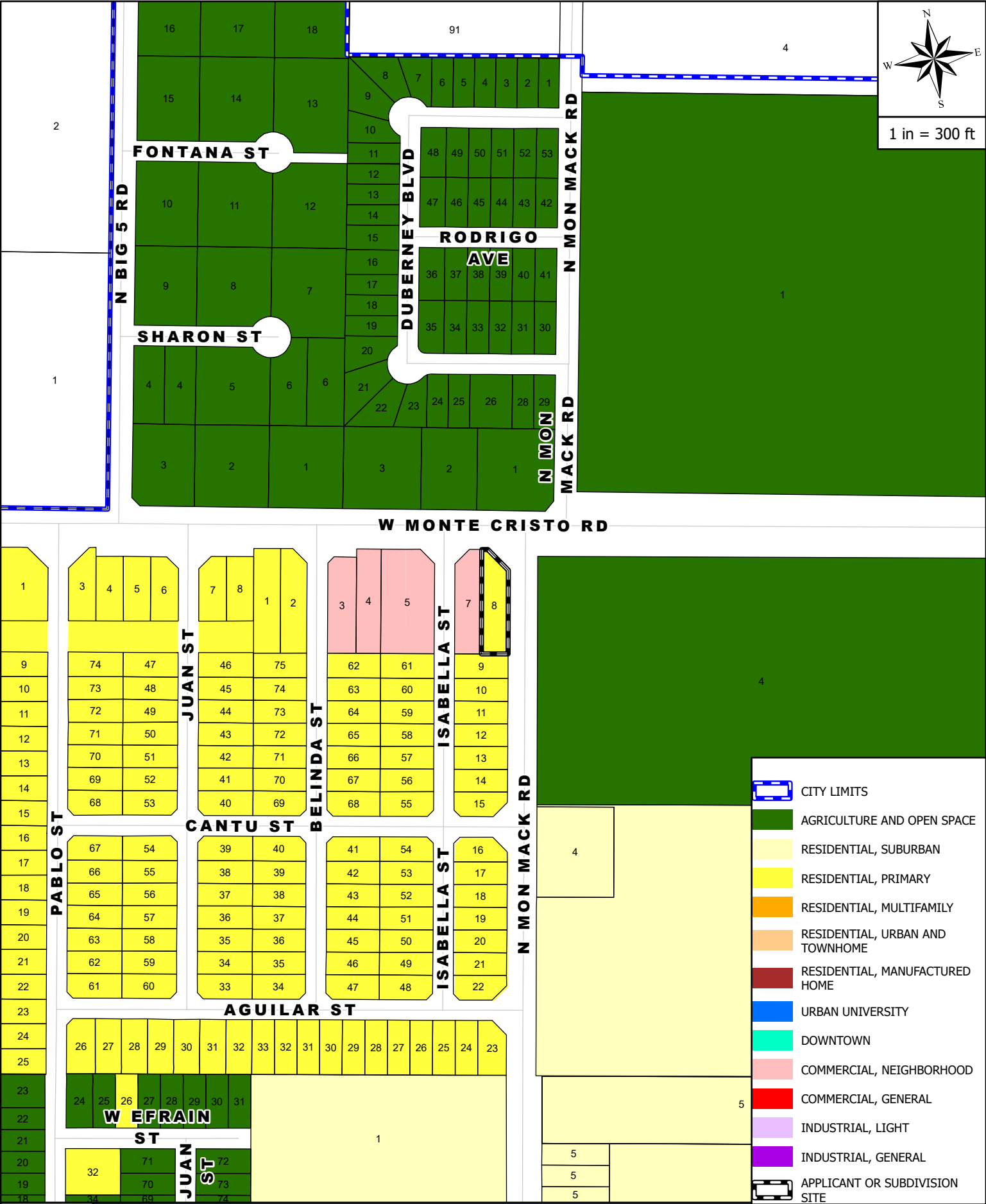
-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

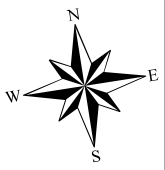
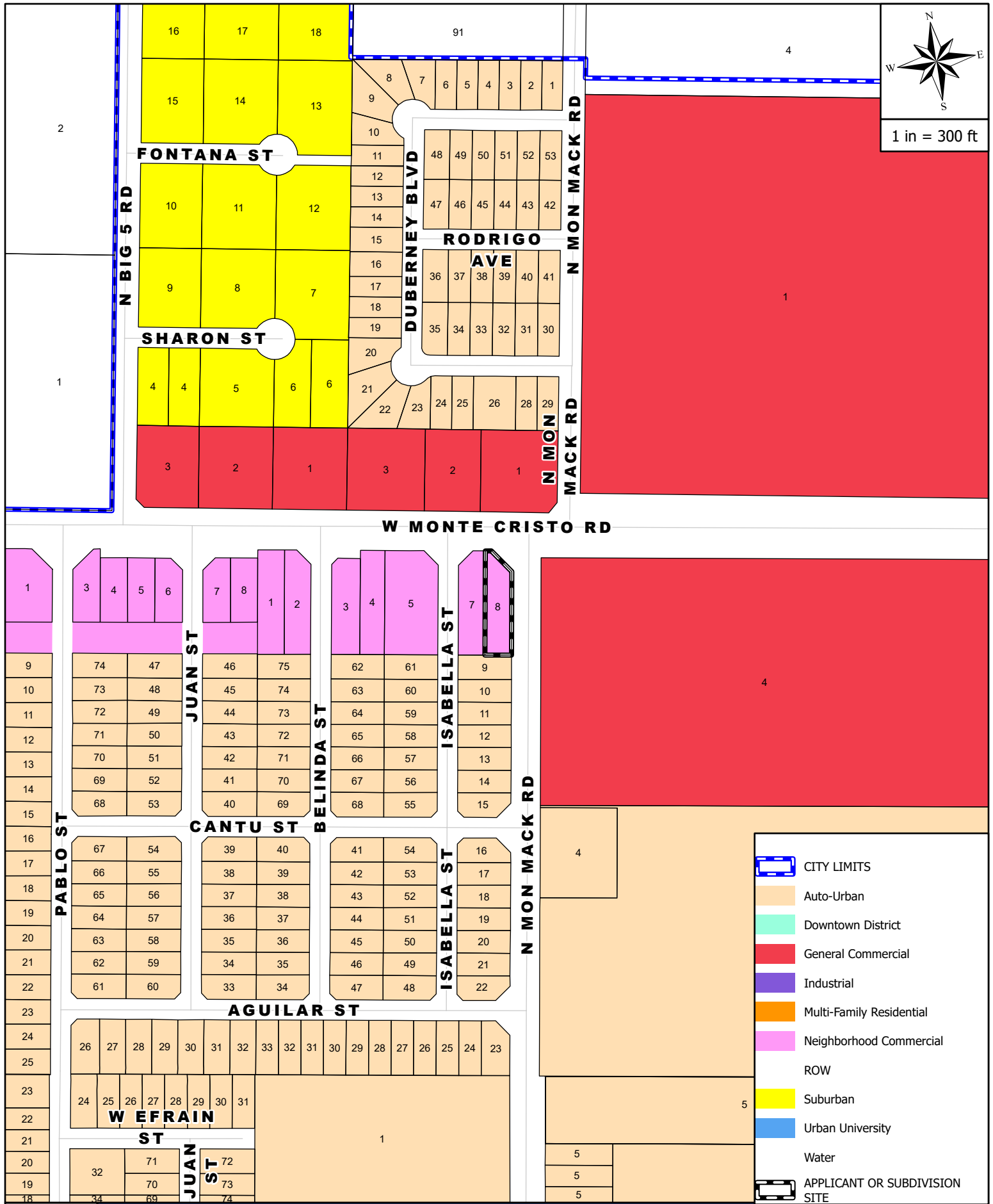
RZNE-2025-0308 3606 W MONTE CRISTO RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0308 3606 W MONTE CRISTO RD

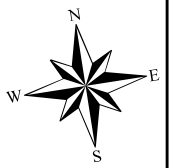


1 in = 300 ft

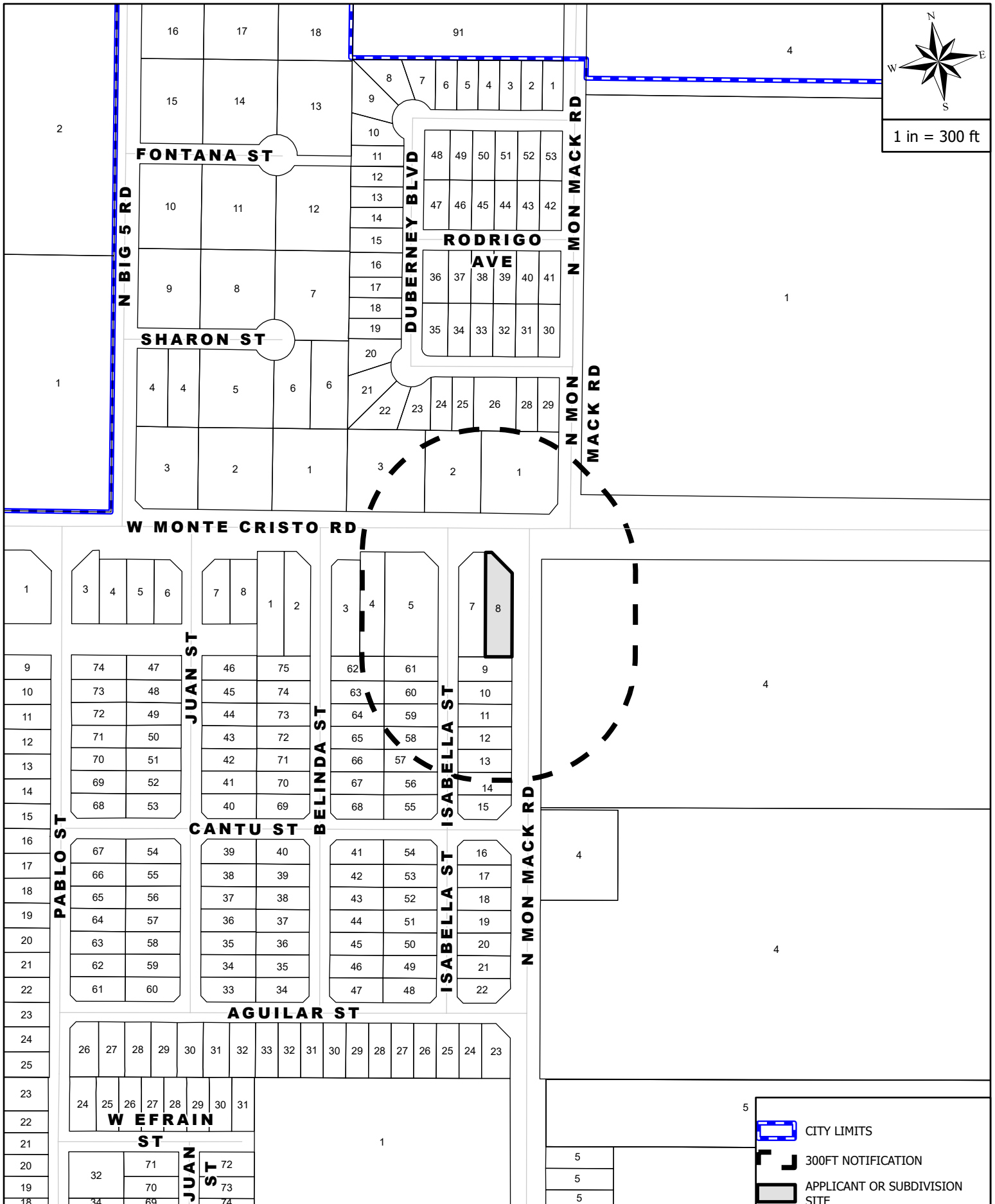


FUTURE LANDUSE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0308 3606 W MONTE CRISTO RD



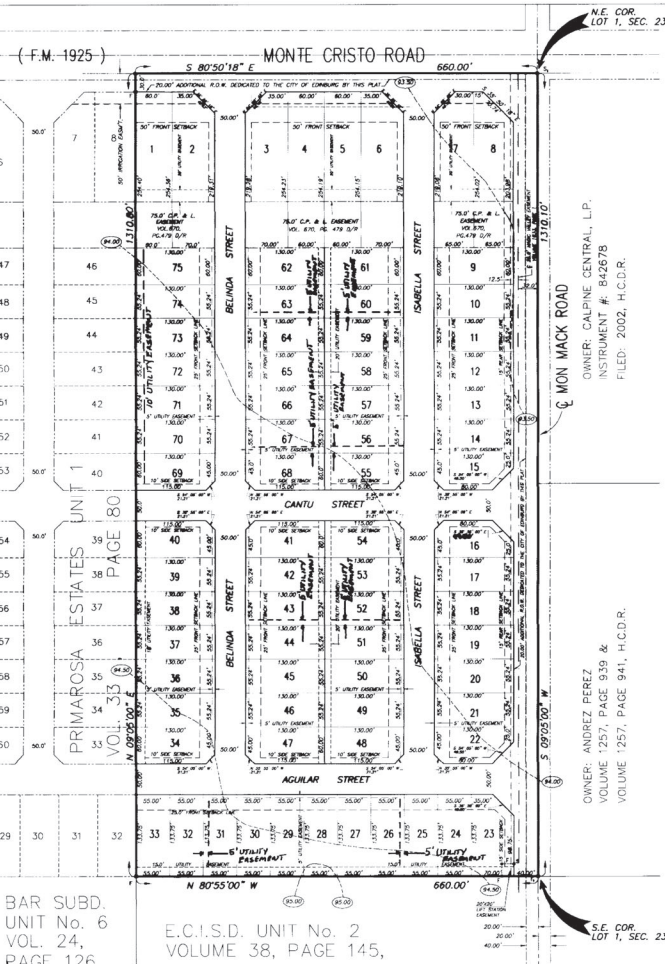
1 in = 300 ft



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0308 3606 W MONTE CRISTO RD



BAR SUBD.
UNIT No. 6
VOL. 24,
PAGE 126

E.C.I.S.D. UNIT No. 2
VOLUME 38, PAGE 145,

MAP OF PRIMAROSA ESTATES UNIT 2 SUBDIVISION

A 19.85 ACRE TRACT OF LAND BEING THE EAST 660.00 FEET OF LOT 1, SECTION 235, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, AS RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DATE: NOVEMBER 16, 2004

PREPARED BY: R.E. GARCIA & ASSOCIATES
416 HENRI-VORN AVENUE, EDINBURG, TEXAS 78940 PHONE (409) 281-1001 FAX 281-1000

METES AND BOUNDS DESCRIPTION FOR A 19.85 ACRE TRACT

A 19.85 acre tract of land being the east 660.00 feet of Lot 1, Section 235, Texas-Mexican Railway Company's Survey, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING a point within FM 1925 (Monte Cristo Road) being the northeast corner of said Lot 1, Section 235, for the northeast corner of herein described tract.

THENCE S 09° 05' 00" W 1310.10 feet along the east line of said Lot 1, Section 235 also being the centerline of Mon Mack Road to a point being the southeast corner of said Lot 1, Section 235 for the southeast corner of herein described tract.

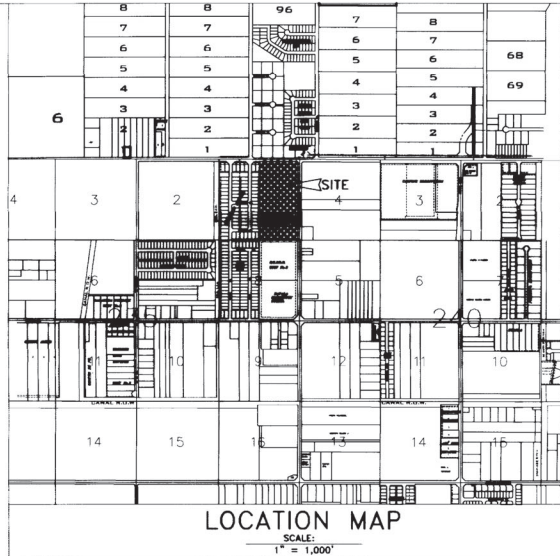
THENCE N 87° 55' 00" W along the south line of said Lot 1, Section 235, pass at 20.00 feet a point being the west Right-of-Way (R.O.W.) line of said Mon Mack Road and continuing for a total distance of 680.00 feet to a found one-half inch iron rod being the southeast corner of Primarosa Estates Subdivision as recorded in Volume 33, Page 80, Map Records, Hidalgo County, Texas for the southwest corner of herein described tract.

THENCE S 09° 05' 00" E along the east line of said Primarosa Estates Subdivision, pass at 1300.80 feet a set one-half inch iron rod being the south R.O.W. line of FM 1925 (Monte Cristo Road) and continuing for a total distance of 1310.80 feet to a point on the north line of said Lot 1, Section 235 for the northwest corner of herein described tract.

THENCE S 87° 50' 18" E 660.00 feet along the north line of said Lot 1, Section 235 with the FM 1925 (Monte Cristo Road) R.O.W. to the point of beginning and containing 19.85 acres of land more or less.

LEGEND:
F - FOUND 1/2" x 1/2" IRON ROD
P - FOUND 60¢ PENNY NAIL
S - SET 1/2" x 1/2" IRON ROD
A - SET C.P.S. (COTTON PICKER SPINDLE)

FIRM FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER ANDISO 0015 E
MAP REVISED AUGUST 17, 2001
THIS AREA IS IN FLOOD ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM THE 500-YEAR FLOOD.



- NOTES:**
1. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT: 25.00 FEET
SIDE: 7.00 FEET
SIDE (CORNER): 10.00 FEET
SIDE (CORNER): 18.00 FEET FOR GARAGE STRUCTURES
REAR: 20% OF LOT DEPTH OR 40.0 FEET, WHICHEVER IS LESS.
 2. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF EACH LOT.
 3. EACH LOT SHALL DETAIN 350.00 CUBIC FEET OF STORM FLOW WITH A MAXIMUM DISCHARGE RATE OF 0.10 CFS. RETENTION SHALL BE ACHIEVED THROUGH THE USE OF PROPERLY GRADED LOTS.
 4. ALL CORNERS ARE MARKED WITH 1/2" x 18" IRON RODS UNLESS OTHERWISE SHOWN.
 5. LOTS 1, 4 & 5 SHALL HAVE ACCESS ONTO FM 1925 (MONTE CRISTO ROAD).
 6. LOTS 2, 3, 6, 7 & 8 SHALL NOT HAVE ACCESS ONTO FM 1925 (MONTE CRISTO ROAD).
 7. ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT.
 8. LOTS 9 THRU 23 SHALL NOT HAVE ACCESS ONTO MON MACK ROAD.
 9. NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
 10. 50% OF PARKLAND FEE SHALL BE DUE AT THE BUILDING PERMIT STAGE.
 11. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN.
 12. BENCHMARK: A 60 PENNY NAIL SET IN A POWER POLE IN THE SOUTHEAST CORNER OF THE SUBDIVISION.
ELEVATION: 95.16
DATUM: NAD 1983

Recorded in Volume 17, Page 68 of the map records of Hidalgo County, Texas J.D. Seelmeier III County Clerk

THE STATE OF TEXAS
COUNTY OF HIDALGO

FLETCHER - GROUP JOINT VENTURE, AS THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE PRIMAROSA ESTATES UNIT 2, ADDITION TO THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

Pat Fletcher
PAT FLETCHER, SECRETARY - TREASURER
FLETCHER - GROUP JOINT VENTURE
219 S. CAGE
PHARR, TEXAS 78577

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared *Pat Fletcher*, 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 the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of February, 2005.



Manuel Cantu
Notary Public in and for Hidalgo County, Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.



Raul E. Garcia
REGISTERED PROFESSIONAL ENGINEER # 64790
REGISTERED PROFESSIONAL LAND SURVEYOR # 1204

APPROVAL BY EDINBURG PLANNING & ZONING COMMISSION:

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

[Signature]
CHAIRPERSON
PLANNING AND ZONING COMMISSION

12-08-98
DATE

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: *[Signature]*

APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT #1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS 9th day of February A.D. 2005.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO PLANTED BY THE SUBDIVISION DEVELOPER. THESE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR REASMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HOCD #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HOCD #1.

William D. Seelmeier
PRESIDENT

[Signature]
SECRETARY



Rezoning Request Site Photo

Jose Antelmo and Anita M. Valdez
3606 West Monte Cristo Road



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, ALL OF LOT 8, PRIMAROSA ESTATES, LOCATED AT 3606 W. MONTE CRISTO 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 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 8, Primarosa Estates, Located at 3606 W. Monte Cristo Road, 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 November 20, 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 December 2, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from 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 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: December 2, 2025

PUBLIC HEARINGS

Agenda Item No: 7.D.

Rezoning Request - Rolando Ramirez

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, All of Lot 26, Trenton Manor Subdivision, Located at 1919 Wayne Drive, as Requested by Rolando Ramirez. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the north side of Wayne Drive, approximately 500 feet south of East Trenton Road. The property is currently zoned Agriculture and Open Space (AO) District, which is intended to support agriculture and agriculture-supported uses as the primary use of land. On March 17, 2015, this property was annexed into the city limits of Edinburg, thus the Agriculture and Open Space (AO) District designation. This property has a lot width of 94 feet and a lot depth of 130 feet for a total lot area of 12,220 square feet. The requested zoning designation is the Residential, Primary (RP) District, which is intended to create residential neighborhoods, characterized tree-lined streets and buildings covering a larger percentage of the lots, beginning to create a sense of enclosure. There is an existing home at this location and the applicant is requesting the zone change to make an addition to the lot.

Adjacent zoning is Agriculture and Open Space (AO) District in all directions. Surrounding land consists of residential uses. The future land use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, October 31, 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 November 12, 2025.

On November 7, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.

3. Staff's Recommendation:

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

Reviewed by:

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
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/20/25
CITY COUNCIL – 12/02/25
DATE PREPARED – 11/05/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Rolando Ramirez

AGENT: Not applicable

LEGAL: All Of Lot 26, Trenton Manor Subdivision

LOCATION: 1919 Wayne Drive

LOT/TRACT SIZE: 12,220 square feet

CURRENT USE: Residential

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto Urban Uses

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

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

REZONING REQUEST
ROLANDO RAMIREZ

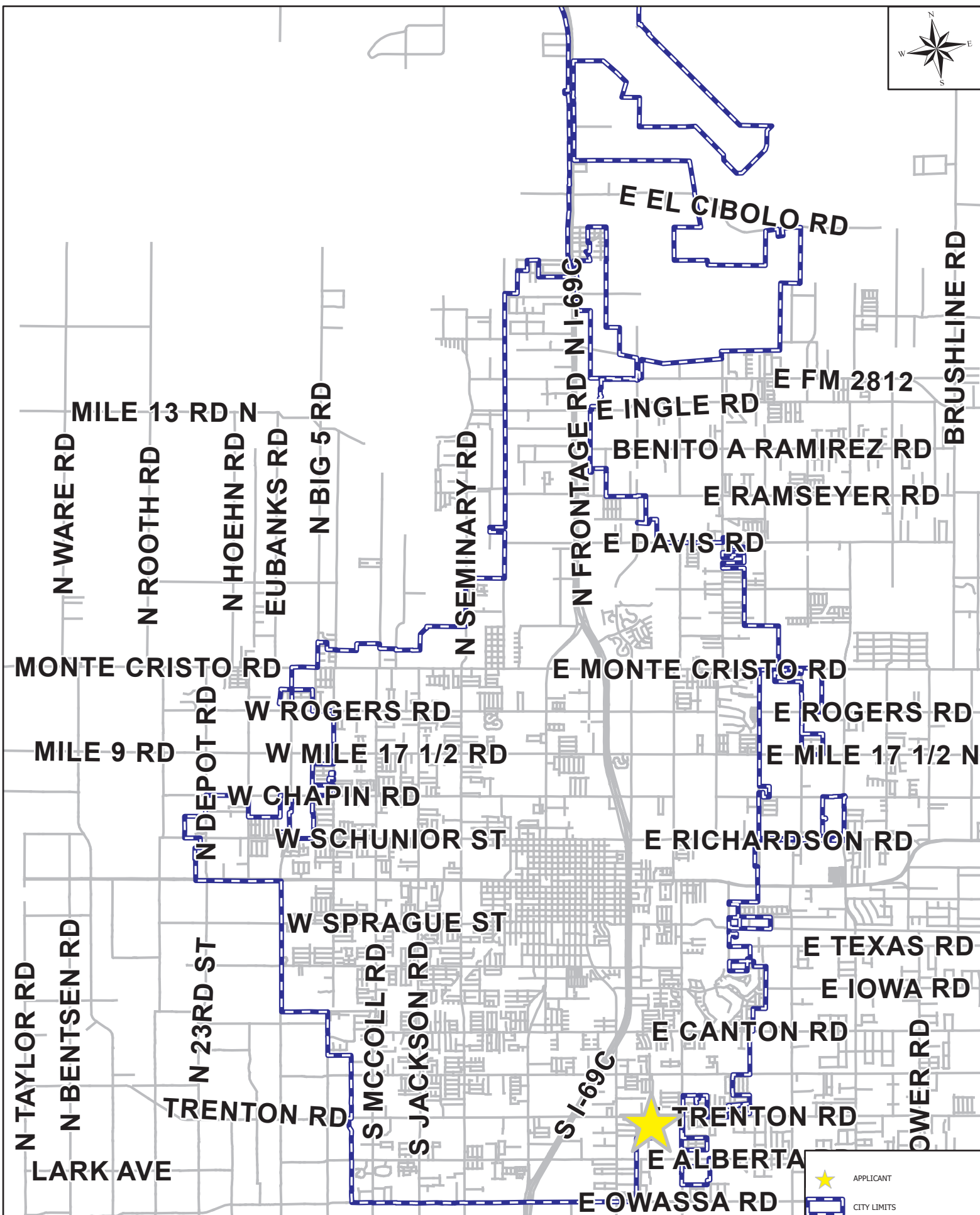
EVALUATION

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

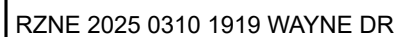
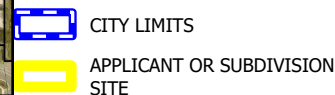
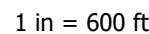
1. There is an existing home at this location.
2. Surrounding land consists of residential uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

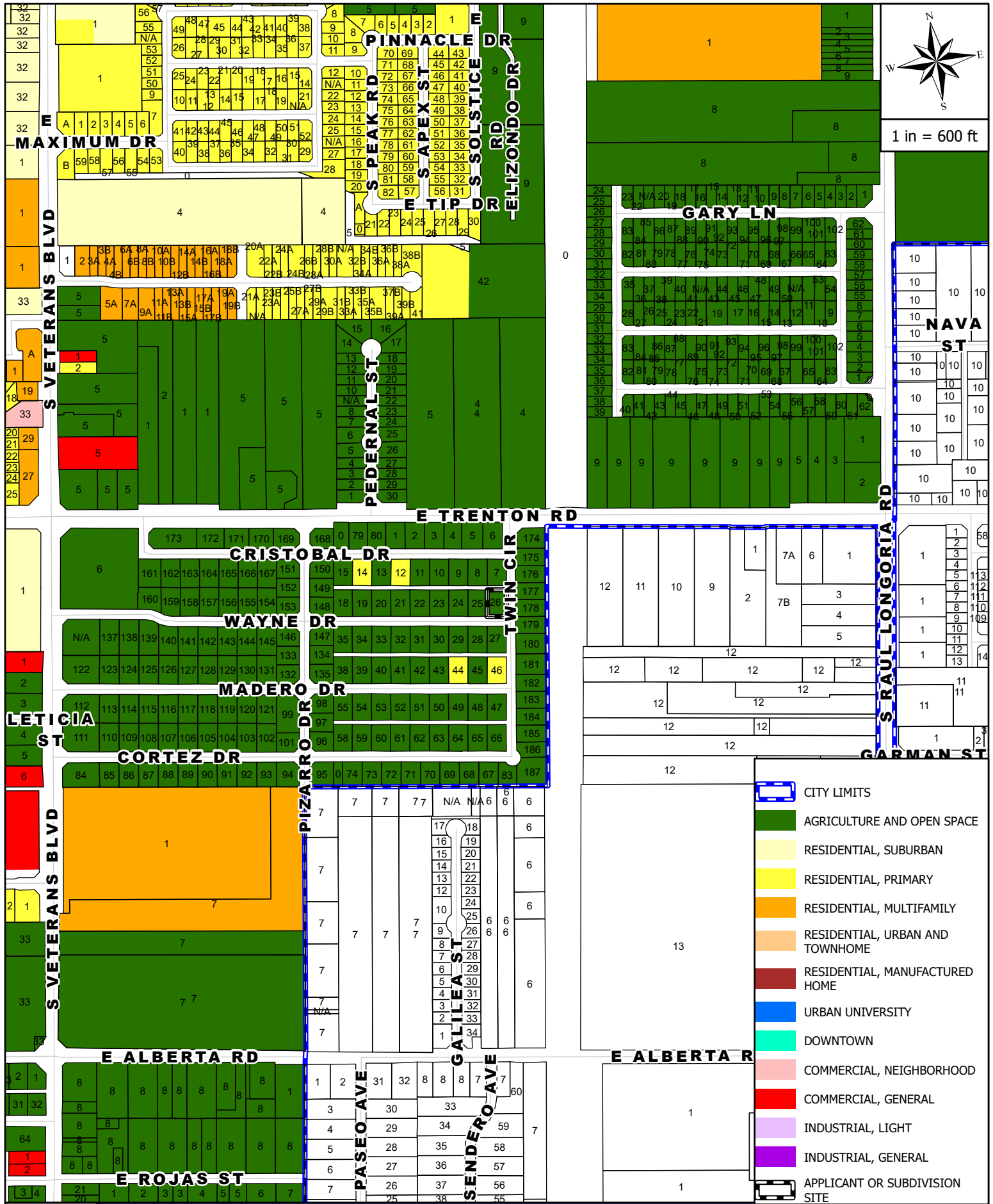
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on the Future Land Use and surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance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

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, October 31, 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 November 12, 2025.



★ APPLICANT
CITY LIMITS



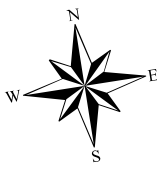
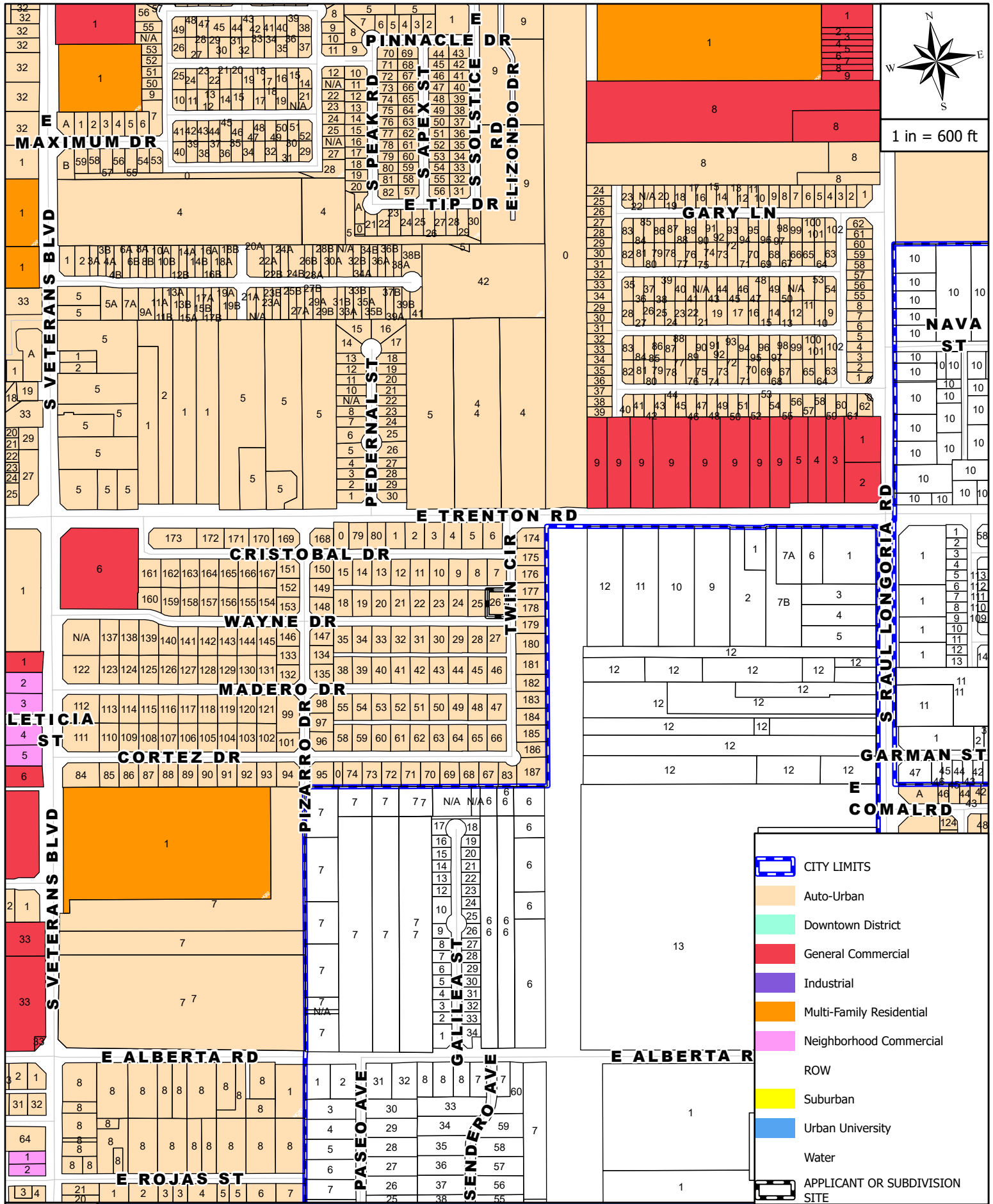


ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE 2025 0310 1919 WAYNE DR





1 in = 600 ft



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE 2025 0310 1919 WAYNE DR



Rezoning Request Site Photo

Rolando Ramirez
1919 Wayne Drive





ART SALINAS ENGINEERING & SURVEYING

1624 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (950) 616-6505 FAX: (950) 616-6540

20' ALLEY R.O.W.

S81°11'00"E

94.00'

OVERHEAD POWER LINE

130.00'

LOT 26
(12,220.0 S.F.)

PORTABLE METAL/FRAME STORAGE

LOT 25

6' SIDE SETBACK

LEGEND
● DENOTES FOUND 1/2" ROD
○ DENOTES FOUND CONC. NAIL
○ DENOTES NO MONUMENT
○ DENOTES RIGHT OF WAY
○ DENOTES BACK OF CURB

N8°49'00"E

BRICK RESIDENCE

WOODEN FENCE

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ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, ALL OF LOT 26, TRENTON MANOR SUBDIVISION, LOCATED AT 1919 WAYNE DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lot 26, Trenton Manor Subdivision, Located at 1919 Wayne Drive, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 20, 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 December 2, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of December 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: December 2, 2025

PUBLIC HEARINGS

Agenda Item No: 7.E.

Special Use Permit On Premise Consumption for Alcoholic Beverages -
Edinburg Arts Foundation

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr. as Requested by Edinburg Arts Foundation. [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 Permit and Food Beverage Certificate.

The property is located on the north side of E. Mark S. Pena Dr. approximately 300.00 feet east of S. Closner Boulevard. The property has 1,000 ft. of frontage along E. Mark S. Pena Dr. and a lot depth of 647.55 ft. The property is located in the Residential, Suburban (RS) District. Adjacent zoning is Commercial General (CG) District to the South, Residential, Suburban (RS) District to the West, Residential, Primary (RP) District to the North and Residential, Manufactured Home (MH) to the East.

The applicant is requesting a permit to sell alcohol at said location. The proposed hours of operation are Monday through Sunday from 10:00 a.m. to 12:00 a.m. Staff received a Special Use Permit Application for On-premise Consumption of Alcoholic Beverages on October 10, 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 35 neighboring property owners on Friday, October 31, 2025, and received no comments in favor and 2 against this request at the time of this report. Notice of this public hearing was published in the newspaper on November 12, 2025.

On November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Special Use Permit for On Premise Consumption for Alcoholic Beverages.

3. **Staff's Recommendation:**

Staff recommends approval of the special use permit based the location and intent for this activity. The Edinburg Activity Center has been available for events and private parties for over 40 years. 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 **October 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 – 11/20/2025
CITY COUNCIL – 12/02/2025
DATE PREPARED – 10/01/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Edinburg Arts Foundation

AGENT: Magdiel Castle

LEGAL: Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey

LOCATION: 123 E. Mark S. Pena Dr.

LOT/TRACT SIZE: 15.287 acres

CURRENT USE: Activity Center

PROPOSED USE: Activity Center

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: General Commercial and Auto-Urban

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 EDINBURG ARTS FOUNDATION

EVALUATION

The following is staff's evaluation of the request.

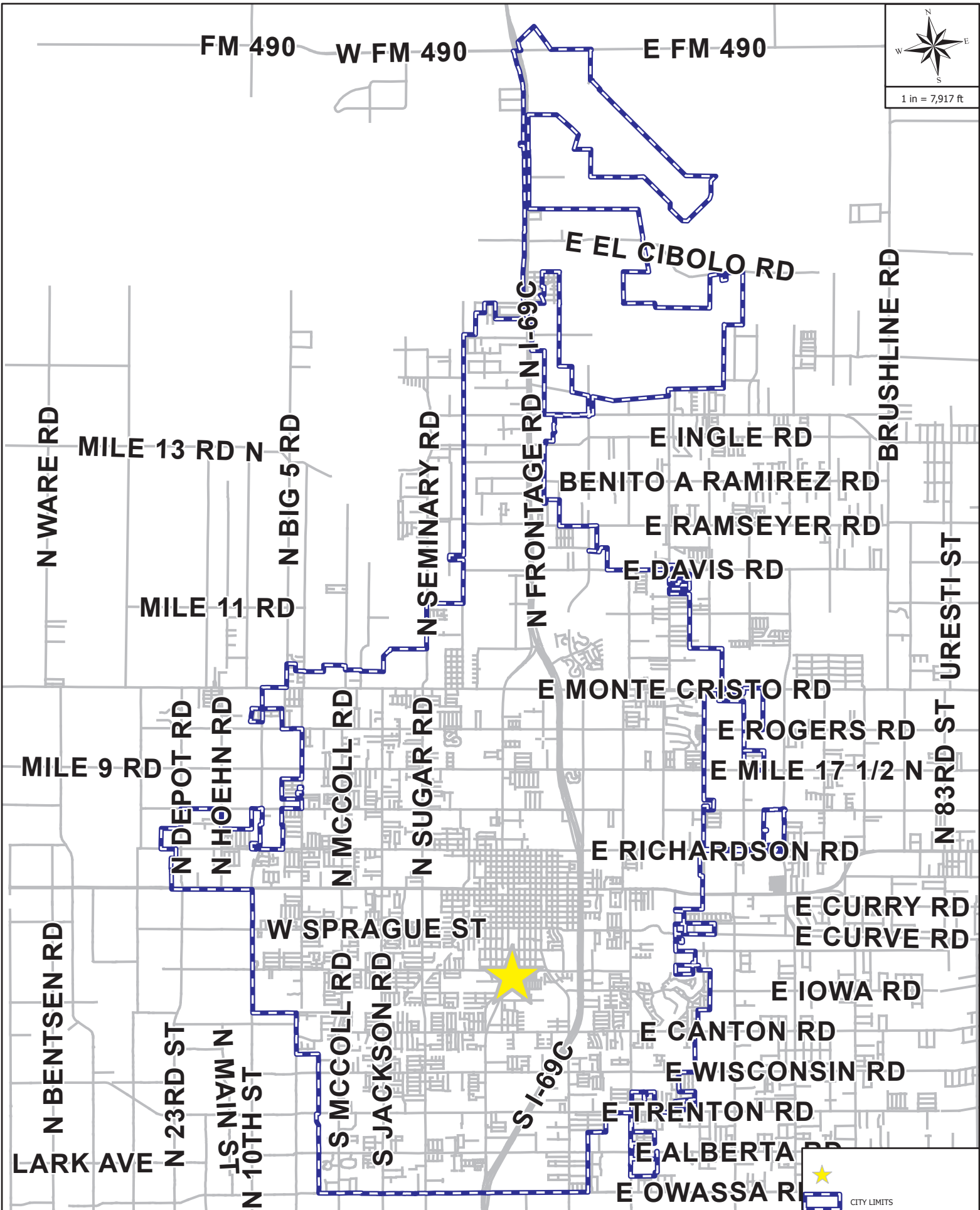
1. The area is characterized by mixed uses to include, but not limited Edinburg Police Department, Hotels, Restaurants and the Edinburg I.S.D. stadium.
2. The applicant is requesting the City's approval to sell Mixed Beverages with a Food and Beverage Certificate at the subject location.
3. The hours proposed by the applicant are Monday through Sunday from 8:00 a.m. to 12:00 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.

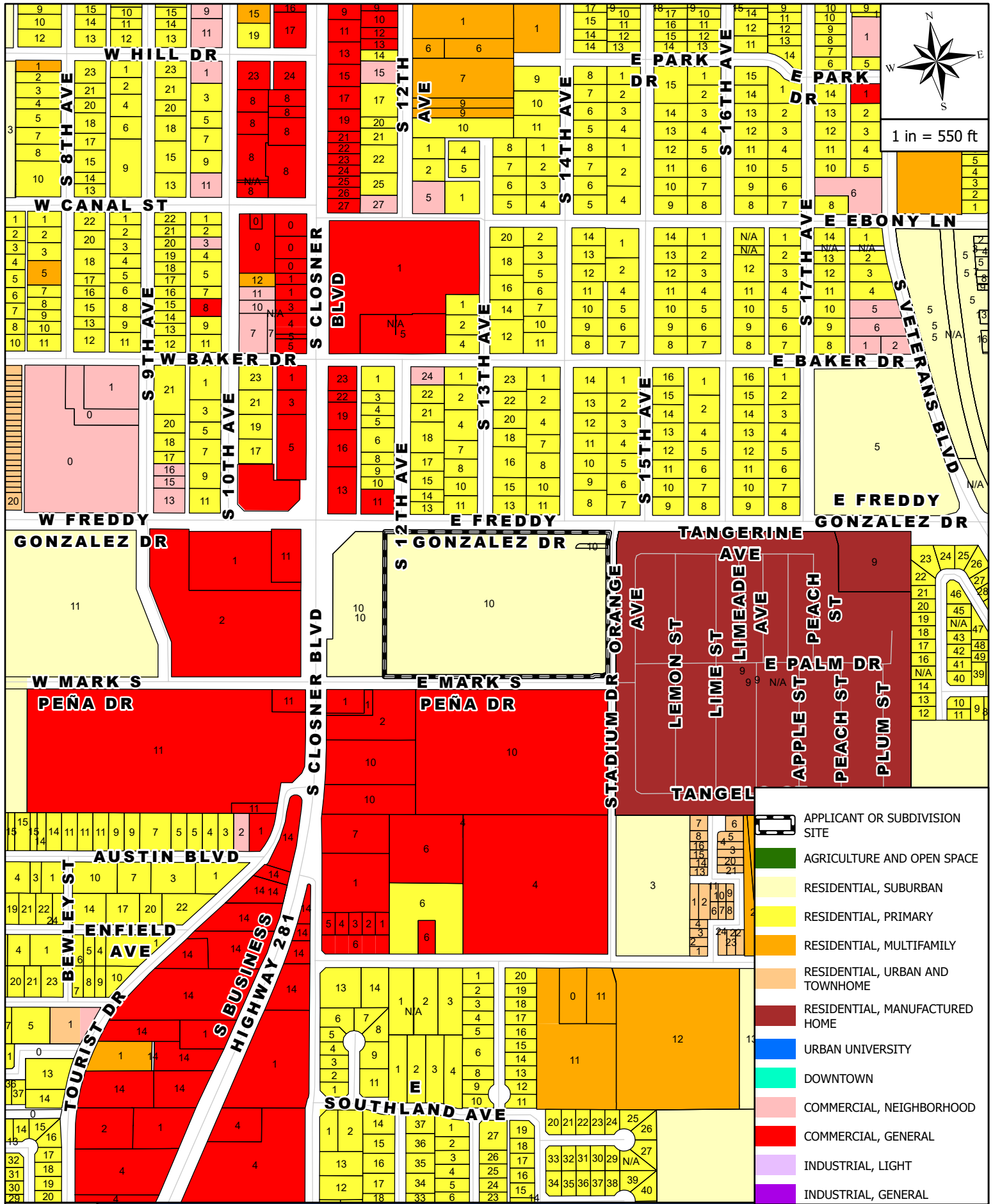
Staff recommends approval of the special use permit based the location and intent for this activity. The Edinburg Activity Center has been available for events and private parties for over 40 years. The proposed use should not present a conflict with previous uses at this location. If approved, the applicant 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 October 5, 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 35 neighboring property owners on Friday, October 31 2025, and received no comments in favor and 2 comments against this request at the time of this report. Notice of this public hearing was published in the newspaper on November 12, 2025.

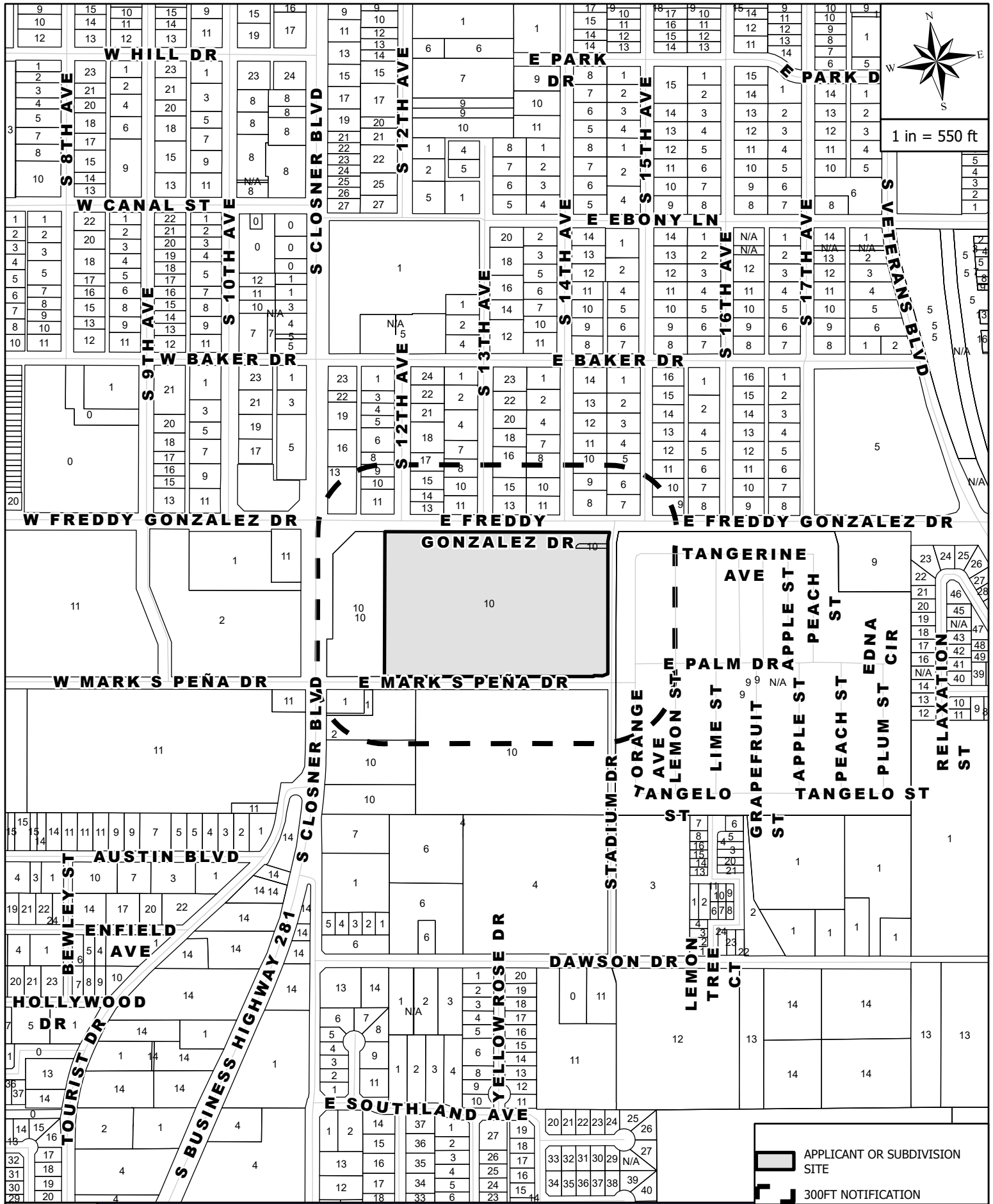




ZONING MAP

APPLICANT AND/OR SUBDIVISION:

EDINBURG ARTS FOUNDATION



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

EDINBURG ARTS FOUNDATION





Special Use Permit Request Site Photo

Edinburg Arts Foundation
123 E. Mark S. Pena Dr





NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 23, 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:

SPECIAL USE PERMIT FOR ON PREMISE CONSUMPTION FOR ALCOHOLIC BEVERAGES, BEING 15.287 ACRES, MORE OR LESS, OUT OF LOT 10, BLOCK 271, TEXAS-MEXICAN SURVEY, LOCATED AT 123 E. MARK S PENA DR AS REQUESTED BY EDINBURG ARTS FOUNDATION.

This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses.

This request is scheduled to be heard by the **City Council on Tuesday, November 18, 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 22, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, October 22, 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: AREA IS PART OF PARKS & RECREATION CONSTRUCTED FOR FAMILY & CHILDREN NOT FOR BAR & GRILL CANTINA. STADIUM DR. HAS MAJOR TRAFFIC CONGESTION ESPECIALLY DURING FOOTBALL AND OTHER SPECIAL EVENTS. ITS A BUSY ST. ON FRIDAY CONZAIER WARE TRAFFIC HAVE RUN OVER TRAFFIC POLICES TRIPPLE.

Print Name: [REDACTED] Phone No. [REDACTED]
Address: [REDACTED] 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





CORRECTION NOTICE

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, November 20, 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:

SPECIAL USE PERMIT FOR ON PREMISE CONSUMPTION FOR ALCOHOLIC BEVERAGES, BEING 15.287 ACRES, MORE OR LESS, OUT OF LOT 10, BLOCK 271, TEXAS-MEXICAN SURVEY, LOCATED AT 123 E. MARK S PENA DR AS REQUESTED BY EDINBURG ARTS FOUNDATION.

This request is scheduled to be heard by the **City Council on Tuesday, December 2, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, November 19, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, November 19, 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: sin sin permiso, huele a marihuana, si dan
permiso de bebidas alcoholicas, sera peor.
mala imagen.

Print Name: Ana Ruth Quintero E. Phone No. [REDACTED]

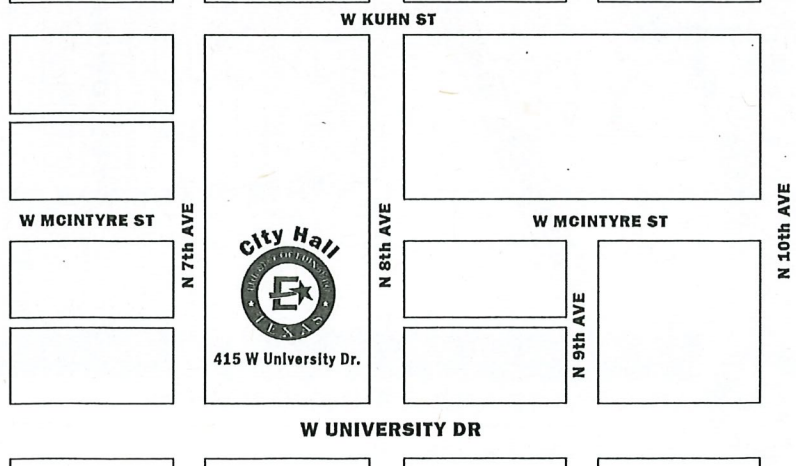
Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

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 GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, BEING 15.287 ACRES, MORE OR LESS, OUT OF LOT 10, BLOCK 271, TEXAS-MEXICAN SURVEY, LOCATED AT 123 E. MARK S. PENA DR, 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, Edinburg Arts Foundation, 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, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr., 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 Edinburg Arts Foundation for On-Premise Consumption of Alcoholic Beverages, Being 15.287 Acres, More or Less, Out of Lot 10, Block 271, Texas-Mexican Survey, Located at 123 E. Mark S. Pena Dr., 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 October 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. **1 year permit renewal application will need to be turned in prior to October 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 2nd day of December, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, 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: December 2, 2025

VARIANCES

Agenda Item No: 8.A.

Subdivision Variance Request - Marco Santivanez

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 4, Section 4.204, Bufferyards, Table 4.204-1, Bufferyard Classifications for The Woodlands at Jackson Subdivision, Being a 4.00-Acre Tract of Land out of Lot 4, Section 242, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 1802 N. Jackson Road, as Requested by Marco Santivanez. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the east side of N. Jackson Road and approximately 1,323 feet north of West Chapin Road, and is within the City of Edinburg city limits. The 4.00-acre tract of land is currently going through the subdivision process and the proposed development consists of twelve (12) Residential, Multi-Family lots. Marco Santivanez, the developer and owner is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 4.204, Bufferyards, Table 4.204-1, Bufferyard Classifications
This requested variance is to Article 4, Section 4.204, Table 4.204-1, Bufferyard Classifications as it applies to buffers that are required between different abutting zoning districts. Because of the change in elevation from the subject property to the abutting neighborhoods, a 6-foot masonry wall will not work and a 9-foot wall would be required. However, the developer has safety concerns in building a 9-foot-high masonry wall. He feels that because of the height and existing soil, that there would be a high probability of the fence tilting and falling over with time.

On November 20, 2025, the Planning & Zoning Commission recommended with a vote of 3-1 to approve the Variance Request.

3. Staff's Recommendation:

Staff recommends approval of the variance request as the buffer that the applicant is proposing will help prevent flooding issues to the abutting subdivisions to the north and south of the development. Staff recommends that the proposed 3 ft. CMU wall does not include any weep holes that will allow water to seep through and be designed the wall to drain towards N Jackson Rd. Staff recommends the applicant comply with all other requirements listed on our 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

Division 4.200, Landscaping and Buffering

Sec. 4.204, Bufferyards

- A. Bufferyard Classifications.** Bufferyards are classified as requiring a wall or fence only (Class A) or requiring a wall or fence and plantings (Class B). The width and composition of bufferyards shall be as set out in Table 4.204-1, *Bufferyard Classifications* and are in addition to required setbacks.

Table 4.204-1 Bufferyard Classifications				
Classification	Width	Large Trees	Small Trees	Berm or Opaque Wall or Fence
Class A	10 ft.	N/A	N/A	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹
Class B	20 ft.	1 / 100 linear ft.	2 / 100 linear ft.	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹

TABLE NOTES:
¹A lot that is 200 feet or less in depth may provide a wood fence. A lot that is greater than 200 feet in depth shall provide a wall.

B. District Bufferyard Standards.

- General.** Table 4.204-2, *District Boundary Bufferyard Standards*, sets out the classification of bufferyard that is required for nonresidential or multi-family uses between zoning districts that are not separated by a public street. The table is a matrix in which all districts are shown -- the columns being the zoning of the adjoining land; the rows being the zoning of the lot that is proposed for development. The grey cells are where both properties have the same zoning classification. A "-" means that no bufferyard is required.

Table 4.204-2 District Boundary Bufferyard Standards										
Zoning of Proposed Nonresidential or Multi-Family Development	Adjoining District									
	AO	RS	RP	RU	RM	UU	CN	CG	DT	IL / IG
Agriculture and Open Space (AO)	-	-	-	-	-	-	-	-	-	-
Residential, Suburban (RS)	-	-	-	-	-	-	-	-	-	-
Residential, Primary (RP)	-	A	-	-	-	-	-	-	-	-
Residential, Urban and Townhome (RU)	-	A	A	-	-	-	-	-	-	-
Residential, Multifamily (RM)	-	A	A	A	-	-	-	-	-	-
Urban University (UU)	-	A	A	A	A	-	-	-	-	-
Commercial Neighborhood (CN)	-	A	A	A	A	A	-	-	-	-
Commercial, General (CG)	-	B	B	B	B	B	B	-	-	-
Downtown (DT)	-	-	-	-	-	-	-	-	-	-
Industrial, Light (IL) / Industrial, General (IG)	B	B	B	B	B	B	B	B	B	-

Division 4.200, Landscaping and Buffering

Sec. 4.204, Bufferyards

- A. Bufferyard Classifications.** Bufferyards are classified as requiring a wall or fence only (Class A) or requiring a wall or fence and plantings (Class B). The width and composition of bufferyards shall be as set out in Table 4.204-1, *Bufferyard Classifications* and are in addition to required setbacks.

Table 4.204-1 Bufferyard Classifications				
Classification	Width	Large Trees	Small Trees	Berm or Opaque Wall or Fence
Class A	10 ft.	N/A	N/A	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹
Class B	20 ft.	1 / 100 linear ft.	2 / 100 linear ft.	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹

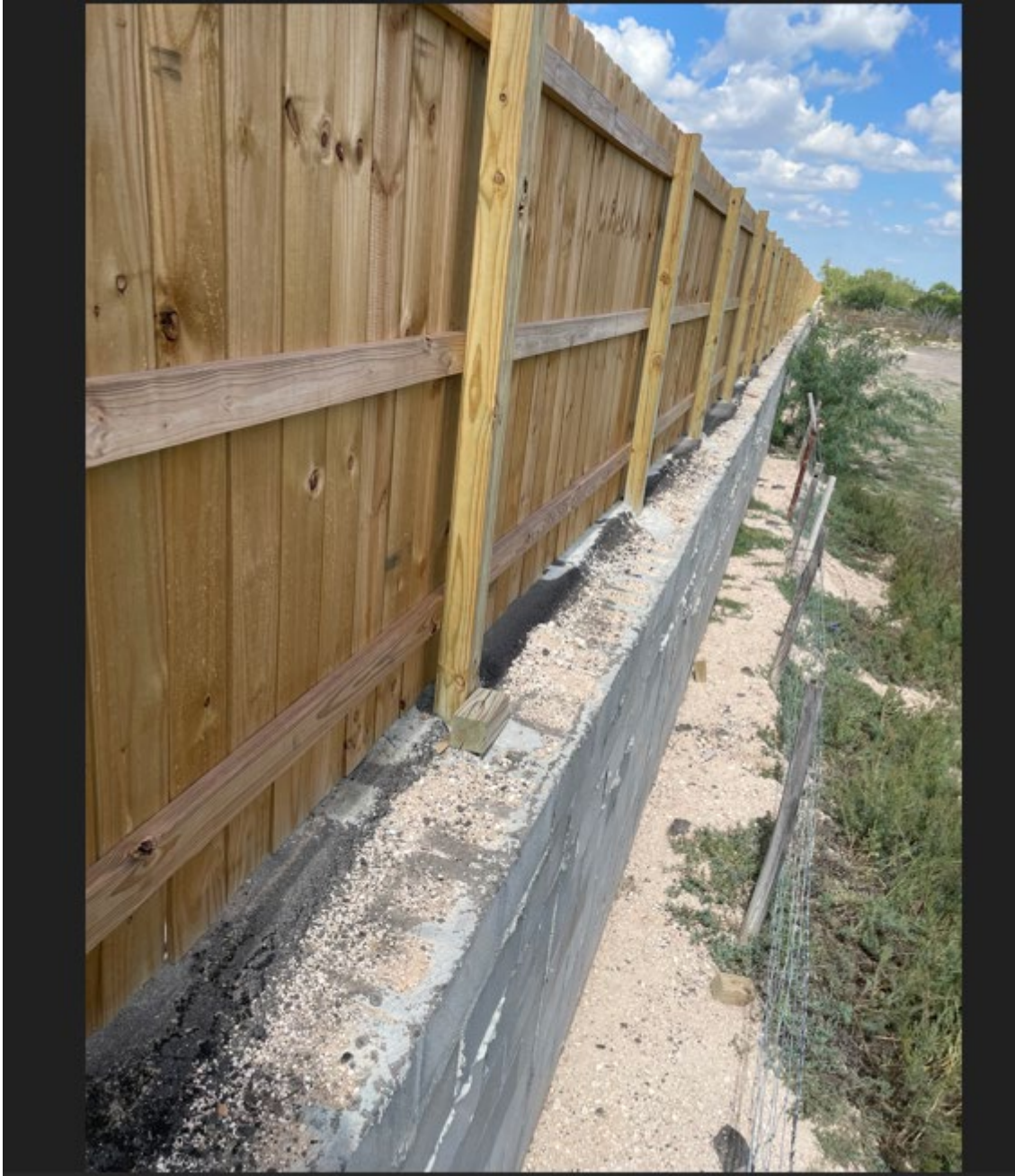
TABLE NOTES:
¹A lot that is 200 feet or less in depth may provide a wood fence. A lot that is greater than 200 feet in depth shall provide a wall.

B. District Bufferyard Standards.

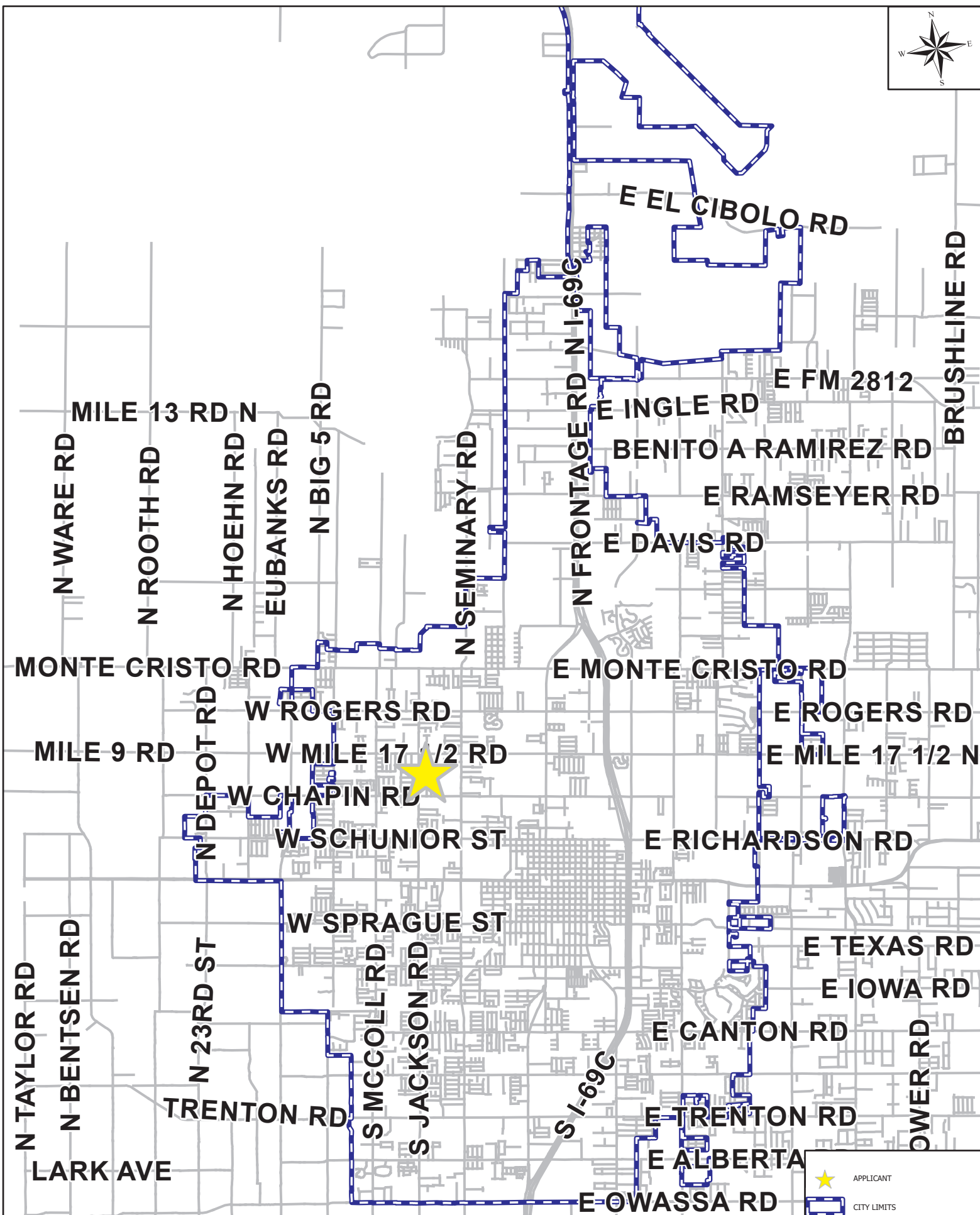
- General.** Table 4.204-2, *District Boundary Bufferyard Standards*, sets out the classification of bufferyard that is required for nonresidential or multi-family uses between zoning districts that are not separated by a public street. The table is a matrix in which all districts are shown -- the columns being the zoning of the adjoining land; the rows being the zoning of the lot that is proposed for development. The grey cells are where both properties have the same zoning classification. A "-" means that no bufferyard is required.

Table 4.204-2 District Boundary Bufferyard Standards										
Zoning of Proposed Nonresidential or Multi-Family Development	Adjoining District									
	AO	RS	RP	RU	RM	UU	CN	CG	DT	IL / IG
Agriculture and Open Space (AO)	-	-	-	-	-	-	-	-	-	-
Residential, Suburban (RS)	-	-	-	-	-	-	-	-	-	-
Residential, Primary (RP)	-	A	-	-	-	-	-	-	-	-
Residential, Urban and Townhome (RU)	-	A	A	-	-	-	-	-	-	-
Residential, Multifamily (RM)	-	A	A	A	-	-	-	-	-	-
Urban University (UU)	-	A	A	A	A	-	-	-	-	-
Commercial Neighborhood (CN)	-	A	A	A	A	A	-	-	-	-
Commercial, General (CG)	-	B	B	B	B	B	B	-	-	-
Downtown (DT)	-	-	-	-	-	-	-	-	-	-
Industrial, Light (IL) / Industrial, General (IG)	B	B	B	B	B	B	B	B	B	-

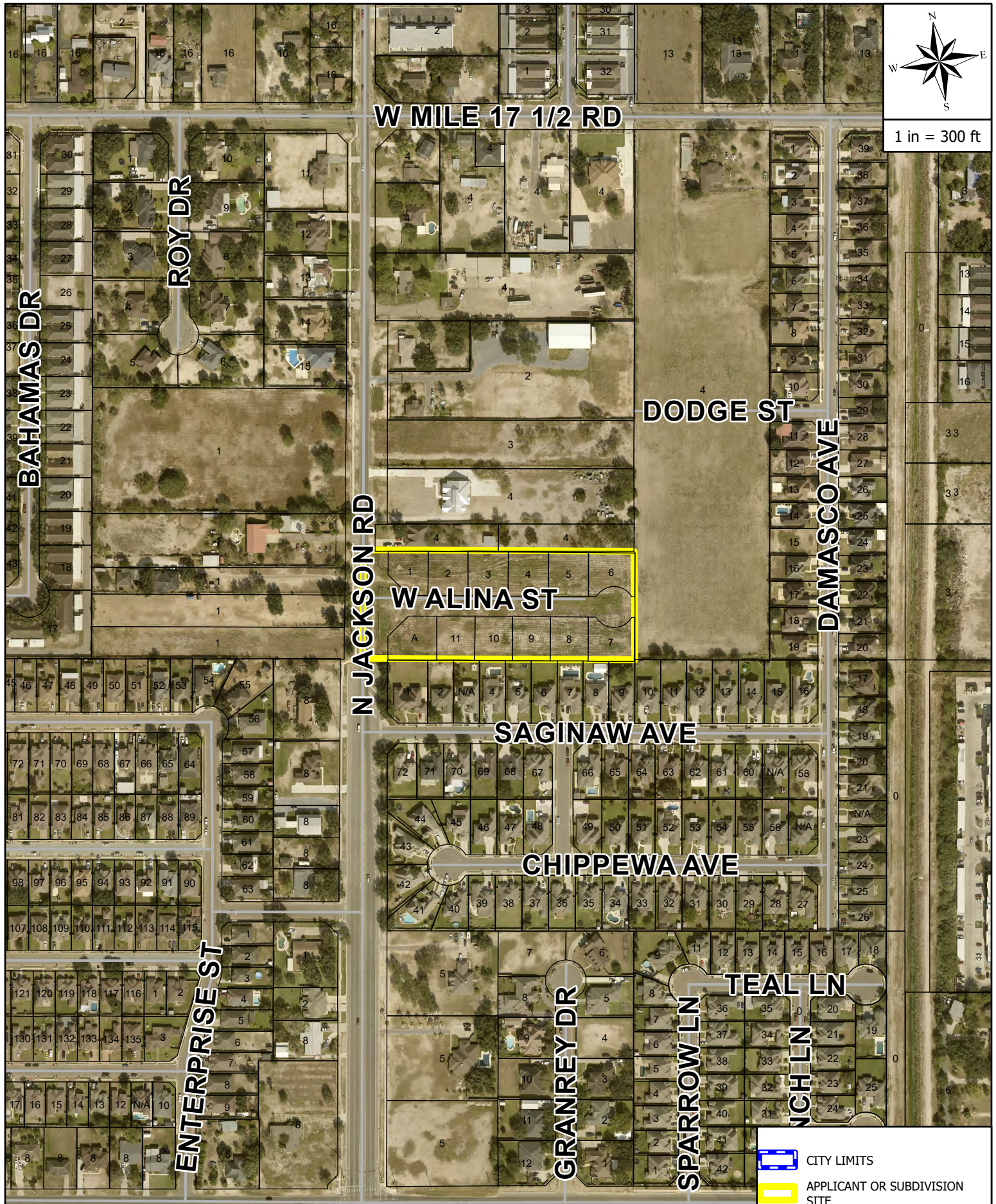
Example of Proposed site structure for buffer – 3 ft CMU and 6 ft Cedar on top -



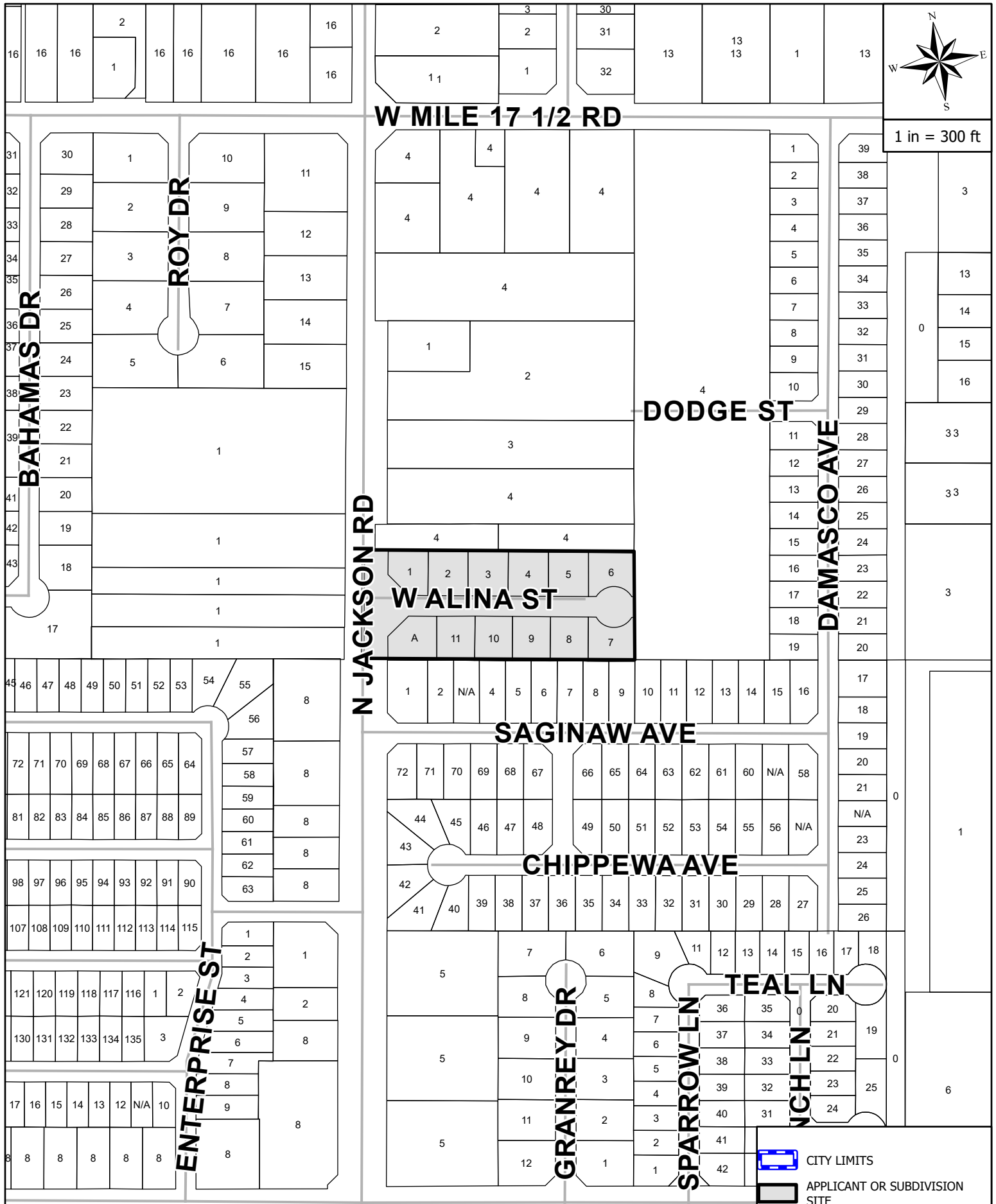
The Woodlands at Jackson Subdivision - VAR-2025-0341



★ APPLICANT
▬ CITY LIMITS



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
VAR-2025-0341 1802 JACKSON RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0341 1802 JACKSON RD



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

VARIANCES

Agenda Item No: 8.B.

Subdivision Variance Request - Melden & Hunt, Inc.

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being a 7.434-Acre Tract of Land, More or Less, Out of the South 25.20 Acres of Lot 5, Section 239, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1901 W. Rogers Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the north side of W. Rogers Road and approximately 665 feet east of N. Jackson Road, and is within the City of Edinburg, city limits. The 7.434 tract of land is currently going through the subdivision process and the proposed development consists of 36 single family residential lots. The property is zoned Residential, Primary (RP) District. 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 5.203-1

This requested variance is to Article 5, Table 5.203-1 as it applies to Right-of-Way Widths. The developer is requesting to not widen or escrow the road due to existing transmission poles along the north right-of-way that prevents construction of the complete road profile required in an 80' thoroughfare as per the UDC. The City of Edinburg has West Rogers Road classified as an Existing Collector, for a total right-of-way requirement of Eighty (80) feet. There is an existing twenty-two foot pavement section along W. Rogers Road, but fifty-seven (57) feet is required.

On November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Variance Request with the condition pavement design be reviewed and approved by the City Engineer and escrow be provided for possible future road expansion.

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.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

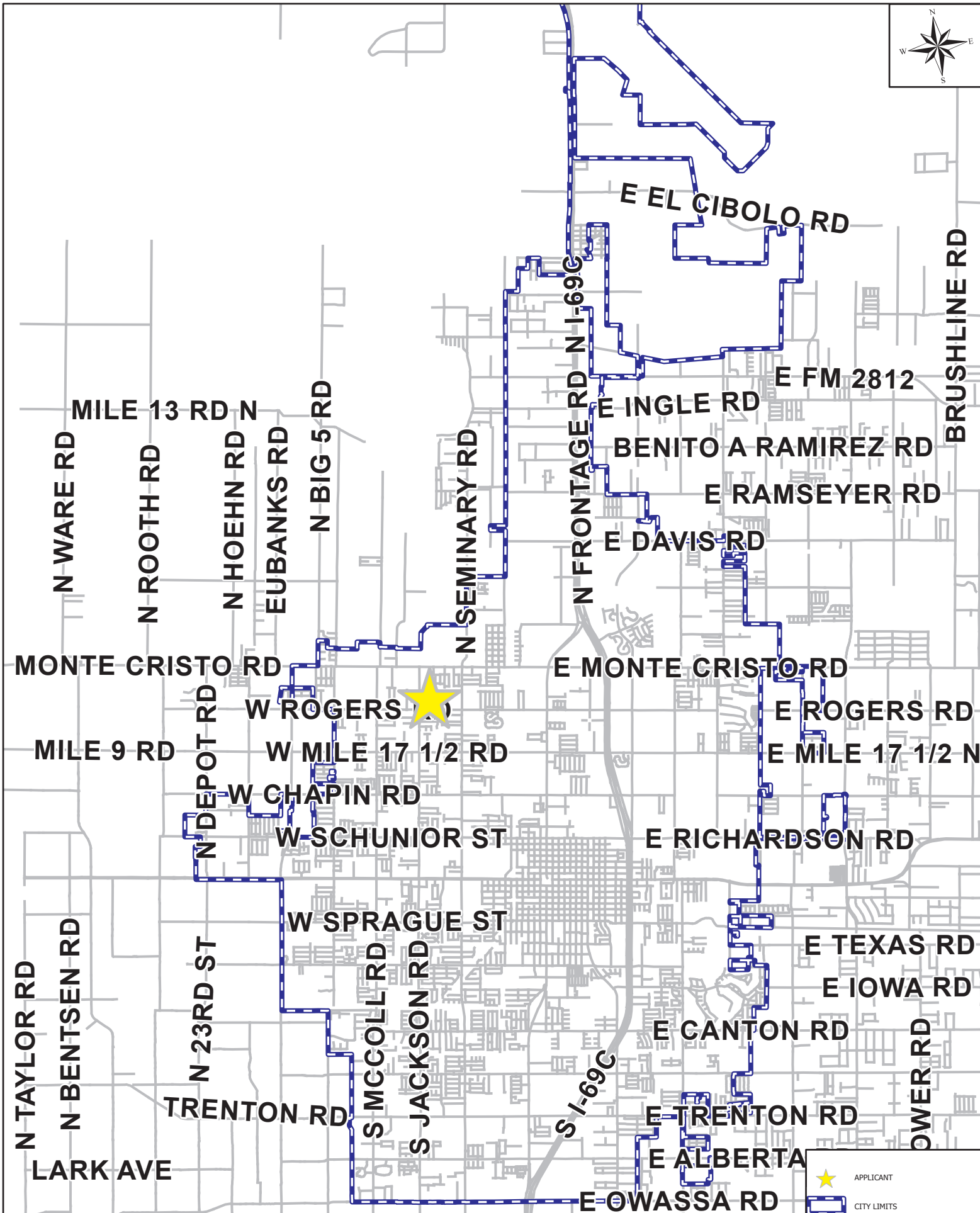
Attachments:

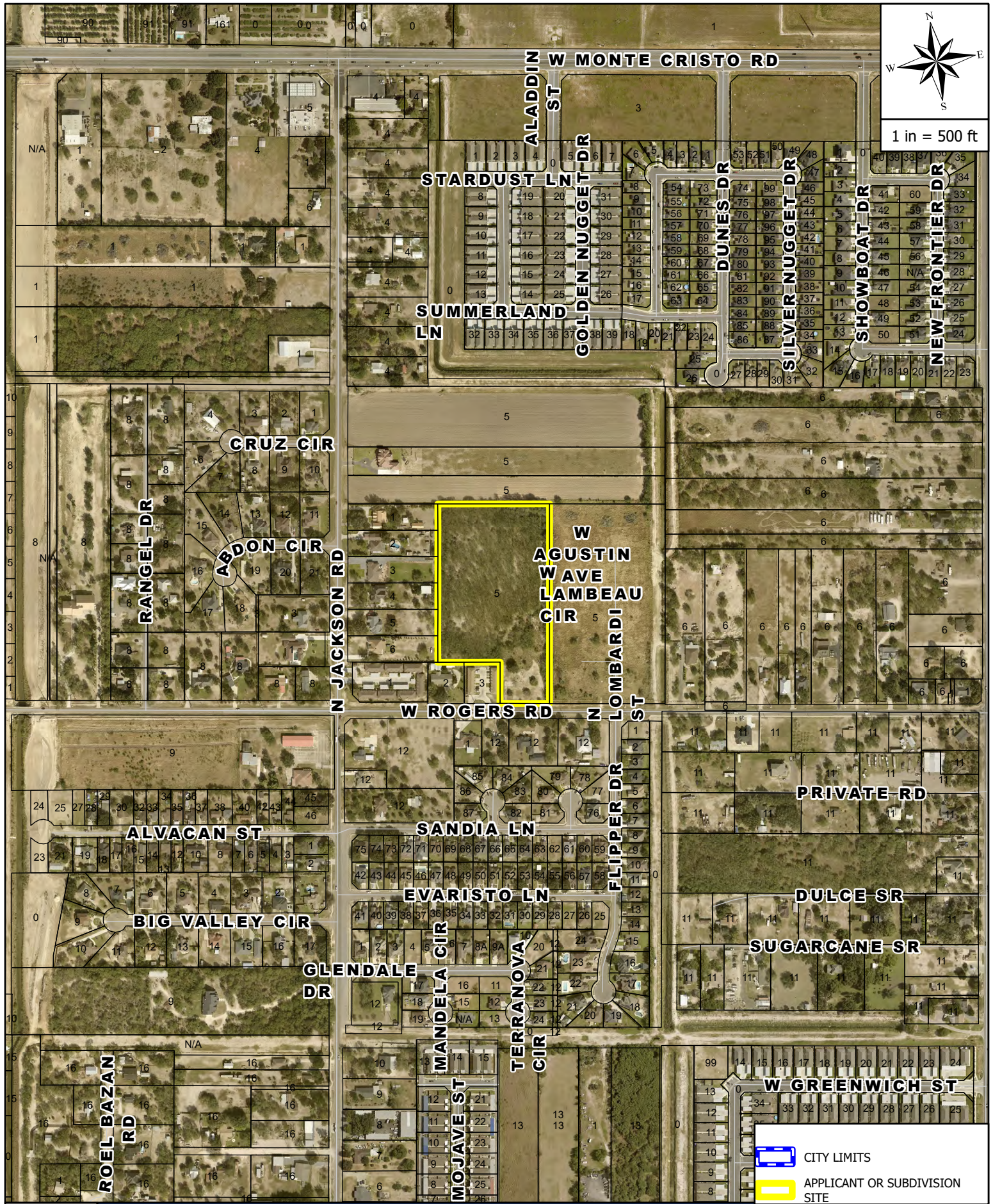
A. City Council Agenda Packet Attachments

Sec. 5.203, Streets Cross Sections

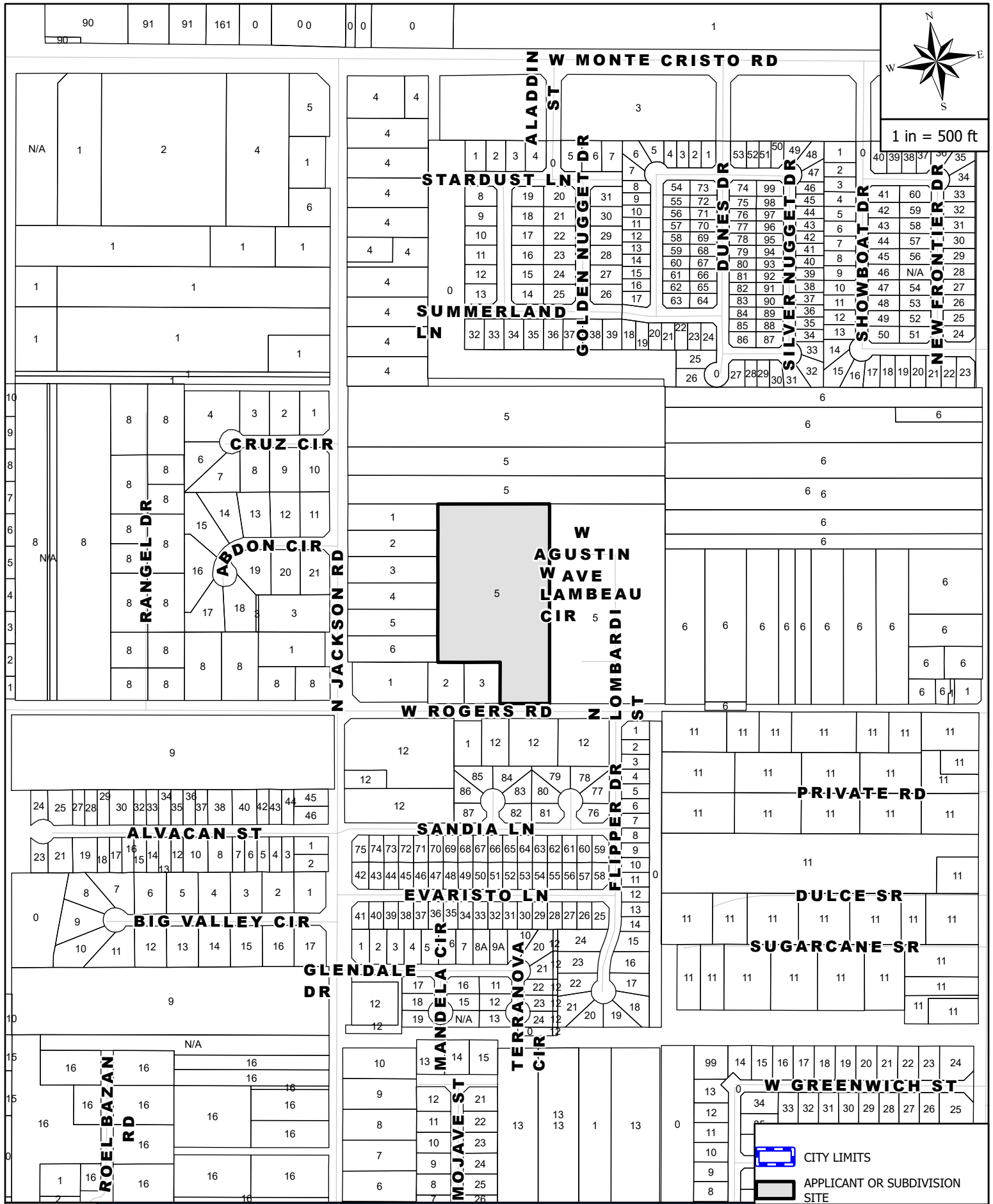
- A. Right-of-Way and Pavement Widths.** Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.
- B. Adjustments.** The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.
- C. Half Streets Prohibited.** No half-streets shall be permitted in new subdivision plats.

Table 5.203-1 Right-of-Way Widths ¹				
Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required ² (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector ³	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--
TABLE NOTES: ¹ Refer to the City Standards Manual Street Details for more information. ² From back-of-curb to back-of-curb. ³ Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.				





AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
ROGERS ESTATES SUBDIVISION



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
 ROGERS ESTATES SUBDIVISION



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

City of Edinburg Planning & Zoning Dept.
Mr. Jaime Acevedo, Director of Planning & Zoning
415 W University Dr.
Edinburg, TX 78539

Re: Variance Request- Rogers Estates Subdivision

Dear Mr. Acevedo,

On behalf of the developer, Rainbow Falls Properties, LLC, and regarding the above-mentioned subdivision, we are respectfully requesting the following varaiance from the City of Edinburg Unified Development Code:

- 1. Minimum Pavement Width Required-** UDC Table 5.203-1 requires an 80' thoroughfare to have a 57 foot pavement section. Currently there is an existing 22 foot pavement section along W Rogers Rd, developer is proposing not to widen or escrow the road widening due to existing transmission poles along the north right-of-way that prevent the construction of the complete road profile required in an 80' thoroughfare as per the UDC. The developer is still dedicating the right-of-way and will provide a sidewalk along Rogers rd.

Your consideration of this request is greatly appreciated. We would like to be included at your next available Planning and Zoning meeting. If you have any questions or need further information, please feel free to contact me at (956) 381-0981.

Respectfully,

MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

SUBDIVISION MAP OF ROGERS ESTATES SUBDIVISION

A SUBDIVISION OF 7.434 ACRES OUT OF LOT 5,
SECTION 239, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

GENERAL NOTES:

- THIS SUBDIVISION LIES IN ZONE "X" (SHADED), WHICH IS DESIGNATED AS "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." FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480338 0015 E, MAP REVISED JUNE 6, 2000; REVISED TO REFLECT LOMR: MAY 14, 2001.
- THE MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE THE TOP OF CURB MEASURED FROM THE CENTER AND AT THE FRONT OF EACH RESIDENTIAL LOT.
- THIS PROPERTY IS BEING PROPOSED AS ZONED AS RESIDENTIAL, PRIMARY (RP) DISTRICT.
- MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS (UNLESS GREATER SETBACK OR EASEMENT APPLIES)
FRONT: 20 FEET
FRONT CUL-DE-SAC: 15 FEET
REAR: 20 FEET
SIDE: 6 FEET
STREET SIDE: 10 FEET
GARAGE: 18 FEET
- THIS SUBDIVISION IS REQUIRED TO DETAIN 35.841 C.F. (0.823 AC.-FT.) OF STORM RUNOFF. DETENTION SHALL BE PROVIDED WITHIN THE PROPOSED DETENTION POND.
- BENCHMARK #1: SET MHI DISK APPROXIMATELY 35.76 FEET NORTH OF ROGERS ROAD CENTER LINE AND APPROXIMATELY 1.52 FEET EAST OF THE EAST PROPERTY LINE OF THIS SUBDIVISION.
NORTHING: 16646545.5870, EASTING: 1089503.3860, ELEVATION: 91.657'.
BENCHMARK #2: SET MHI DISK APPROXIMATELY 34.80 FEET NORTH OF ROGERS ROAD CENTER LINE AND APPROXIMATELY 39.22 FEET EAST OF THE WEST PROPERTY LINE OF THIS SUBDIVISION.
NORTHING: 16646568.1160, EASTING: 1089352.0550, ELEVATION: 91.702'.
- NO BUILDING ALLOWED OVER ANY EASEMENT.
- LOT OWNERS ARE REQUIRED TO OBTAIN AND COMPLY WITH ALL APPLICABLE PERMITS REQUIRED BY THE CITY OF EDINBURG.
- 5-FOOT SIDEWALK ALONG ALL INTERIOR STREETS IS REQUIRED DURING BUILDING PERMIT STAGE AND PRIOR TO OCCUPANCY.
- NO. 4 REBARS SET WITH PLASTIC CAP STAMPED MELDEN & HUNT AT ALL LOT CORNERS IN THIS SUBDIVISION.
- RESIDENTIAL LOTS ARE TO HAVE A 1% SLOPE FROM REAR TO FRONT OF LOTS.
- 5-FOOT SIDEWALKS WITH ADA RAMPS ARE REQUIRED DURING CONSTRUCTION OF THE SUBDIVISION ALONG ROGERS ROAD AND COMMON LOT A, IS LOCATED IN THE BACK PORTION OF THE SUBDIVISION.
- DEDICATED R.O.W. DETENTION POND AREA MUST BE MAINTAINED BY THE CITY OF EDINBURG.
- LOT "A" COMMON AREA MUST BE MAINTAINED BY LOT OWNERS AND NOT THE CITY OF EDINBURG. GREEN AREA MUST BE MAINTAINED BY LOT OWNERS AND NOT THE CITY OF EDINBURG.
- AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROGERS ESTATES SUBDIVISION RECORDED UNDER DOCUMENT NUMBER 1089503.3860, HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNER ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF EDINBURG, SHALL BE RESPONSIBLE FOR MAINTENANCE OF LOT "A" COMMON DETENTION AREA AND ITS PERIMETER FENCE/WALL.
- 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 35.841 C.F. 0.823 ACRES-FEET OF STORM WATER RUN OFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
- PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM WATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON LOT.

METES AND BOUNDS DESCRIPTION:

A SUBDIVISION OF A TRACT OF LAND CONTAINING 7.434 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 5, SECTION 239, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, HIDALGO COUNTY MAP RECORDS, WHICH SAID 7.434 ACRES WERE CONVEYED TO RAINBOW FALLS PROPERTIES, LLC BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3074520, HIDALGO COUNTY OFFICIAL RECORDS, SAID 7.434 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5, SECTION 239;

THENCE, N 81° 06' 05" W. ALONG THE SOUTH LINE OF SAID LOT 5 AND WITHIN THE EXISTING RIGHT-OF-WAY OF ROGERS ROAD, A DISTANCE OF 469.30 FEET TO A NAIL SET FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- THENCE, N 81° 06' 05" W. ALONG THE SOUTH LINE OF SAID LOT 5 AND WITHIN THE EXISTING RIGHT-OF-WAY OF ROGERS ROAD, A DISTANCE OF 190.70 FEET TO A NAIL SET FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 08° 53' 55" W. AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 35.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD, CONTINUING A TOTAL DISTANCE OF 198.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 81° 06' 05" W. AT A DISTANCE 146.67 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 253.85 FEET TO A NO. 4 REBAR FOUND ON THE EAST LINE OF CLASSIC HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26, PAGE 157B, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 08° 53' 55" E. ALONG THE EAST BOUNDARY LINE OF SAID CLASSIC HEIGHTS SUBDIVISION, A DISTANCE OF 643.50 FEET TO A NO. 4 REBAR FOUND (N:16647410.634, E:1089187.328) FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, S 81° 06' 05" E. A DISTANCE OF 444.55 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 08° 53' 55" W. AT A DISTANCE OF 801.50 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD, AT A DISTANCE OF 821.50 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 841.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.434 ACRES, OF WHICH 0.175 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF ROGERS ROAD, LEAVING A NET OF 7.259 ACRES OF LAND, MORE OR LESS.

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

THE _____ DAY OF _____, 20_____.

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS

THE _____ DAY OF _____, 20_____.

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HCD#1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCD#1.

PRESIDENT _____ SECRETARY _____

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	25.46'	45.00'	032° 25' 06"	S25° 06' 28"W	25.12'	13.08
C2	49.83'	76.69'	037° 13' 39"	N24° 16' 58"E	48.95'	25.83
C3	11.71'	20.00'	033° 33' 26"	S25° 40' 39"W	11.55'	6.03
C4	23.85'	100.00'	013° 39' 55"	N35° 37' 24"E	23.79'	11.98
C5	32.21'	100.00'	018° 27' 27"	N18° 07' 39"E	32.08'	16.25
C6	70.54'	55.00'	073° 28' 54"	N44° 15' 15"W	65.80'	41.06
C7	42.56'	55.00'	044° 20' 24"	S76° 50' 06"W	41.51'	22.41
C8	42.76'	55.00'	044° 32' 54"	S32° 23' 27"W	41.70'	22.53
C9	71.81'	55.00'	074° 48' 21"	S27° 17' 11"E	66.82'	42.06
C10	74.82'	55.01'	077° 55' 49"	S43° 31' 54"W	69.18'	44.49
C11	43.27'	55.01'	045° 04' 24"	S17° 58' 13"E	42.17'	22.83
C12	39.26'	55.01'	040° 53' 46"	S60° 57' 18"E	38.43'	20.51
C13	70.37'	55.01'	073° 17' 47"	N61° 56' 56"E	65.67'	40.92
C14	32.18'	50.00'	036° 52' 12"	S27° 20' 01"W	31.62'	16.67
C15	32.18'	50.00'	036° 52' 12"	S27° 20' 01"W	31.62'	16.67

LINE TABLE	
Line #	Length
L1	28.28'
L2	21.21'
L3	21.21'
L4	21.21'
L5	21.21'
L6	21.21'
L7	21.21'
L8	20.00'
L9	12.52'

Lot Area Table		
Lot #	SQ. FT.	Area
1	7852.50	0.180
2	6981.71	0.160
3	6250.45	0.143
4	6196.74	0.142
5	6196.74	0.142
6	6196.74	0.142
7	6196.74	0.142
8	6196.74	0.142
9	6181.34	0.142
10	8012.14	0.138
11	6026.42	0.138
12	6408.36	0.147
13	6389.92	0.147
14	6502.12	0.149
15	6389.33	0.147
16	6389.33	0.147
17	6502.12	0.149
18	6389.92	0.147
19	6174.45	0.142
20	6174.45	0.142

Lot Area Table		
Lot #	SQ. FT.	Area
21	6174.45	0.142
22	5350.82	0.123
23	6134.79	0.141
24	4687.95	0.108
25	4262.58	0.098
26	5565.51	0.128
27	5568.00	0.128
28	5568.00	0.128
29	5568.00	0.128
30	5572.29	0.128
31	4452.50	0.102
32	5174.11	0.119
33	6620.59	0.152
34	5029.85	0.115
35	6161.48	0.141
36	6048.83	0.139
OUT "A"	2500.00	0.057
C.A."A"	600.00	0.014
C.A."B"	12348.78	0.283

DRAWN BY: A.D. DATE 07/07/2025
REVISED BY: DATE
SURVEYED, CHECKED DATE
FINAL CHECK DATE

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

STATE OF TEXAS §
COUNTY OF DALLAS §

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

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

RAINBOW FALLS PROPERTIES, LLC. _____ DATE _____
EZRA EZBAN, PRESIDENT
1601 ELM STREET STE. 4360
THANKSGIVING TOWER
DALLAS, TEXAS 75201

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EZRA EZBAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

DATED THIS THE _____ DAY OF _____, 20_____.

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS
DATE PREPARED: 07-07-2025
ENGINEERING JOB # 19250.00

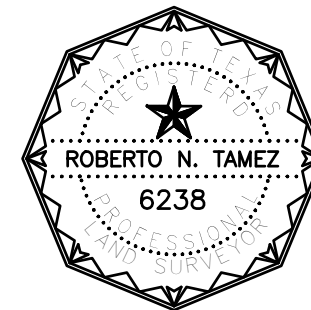


STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20_____.

ROBERTO N. TAMEZ, R.P.L.S. No. 6238
STATE OF TEXAS
DATE SURVEYED: 02-26-2020
1-1597, PG. 22-24
SURVEY JOB # 19250-02-08



APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

DATE _____



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

VARIANCES

Agenda Item No: 8.C.

Subdivision Variance Request - Melden & Hunt, Inc.

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 5, Table 5.203-1, Right-of-Way Widths, Being 19.858 Acres Situated in the City of Edinburg, County of Hidalgo, Texas Being a Part or Portion Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat Thereof Recorded in Volume 1, Page 12, Hidalgo County Map Records, Located at 2800 N. McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located at the northeast corner of N. McColl Road and W. Rogers Road, and is within the City of Edinburg city limits. The 19.858 tract of land is currently going through the subdivision process and the proposed development consists of 107 single family residential lots. The property is zoned Residential, Urban and Townhome (RU) District. 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 5.203-1

This requested variance is to Article 5, Table 5.203-1 as it applies to Right-of-Way width. The developer is requesting to not widen or escrow the road due to existing transmission poles along the north right-of-way that prevents construction of the complete road profile required in an 80' thoroughfare as per the UDC. City of Edinburg has West Rogers Road classified as an Existing Collector, for a total right-of-way requirement of Eighty (80) feet. There is an existing twenty two foot pavement section along W. Rogers Road but fifty-seven (57) feet is required.

On November 20, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Variance Request with the condition pavement design be reviewed and approved by the City Engineer and escrow be provided for possible future road expansion.

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.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

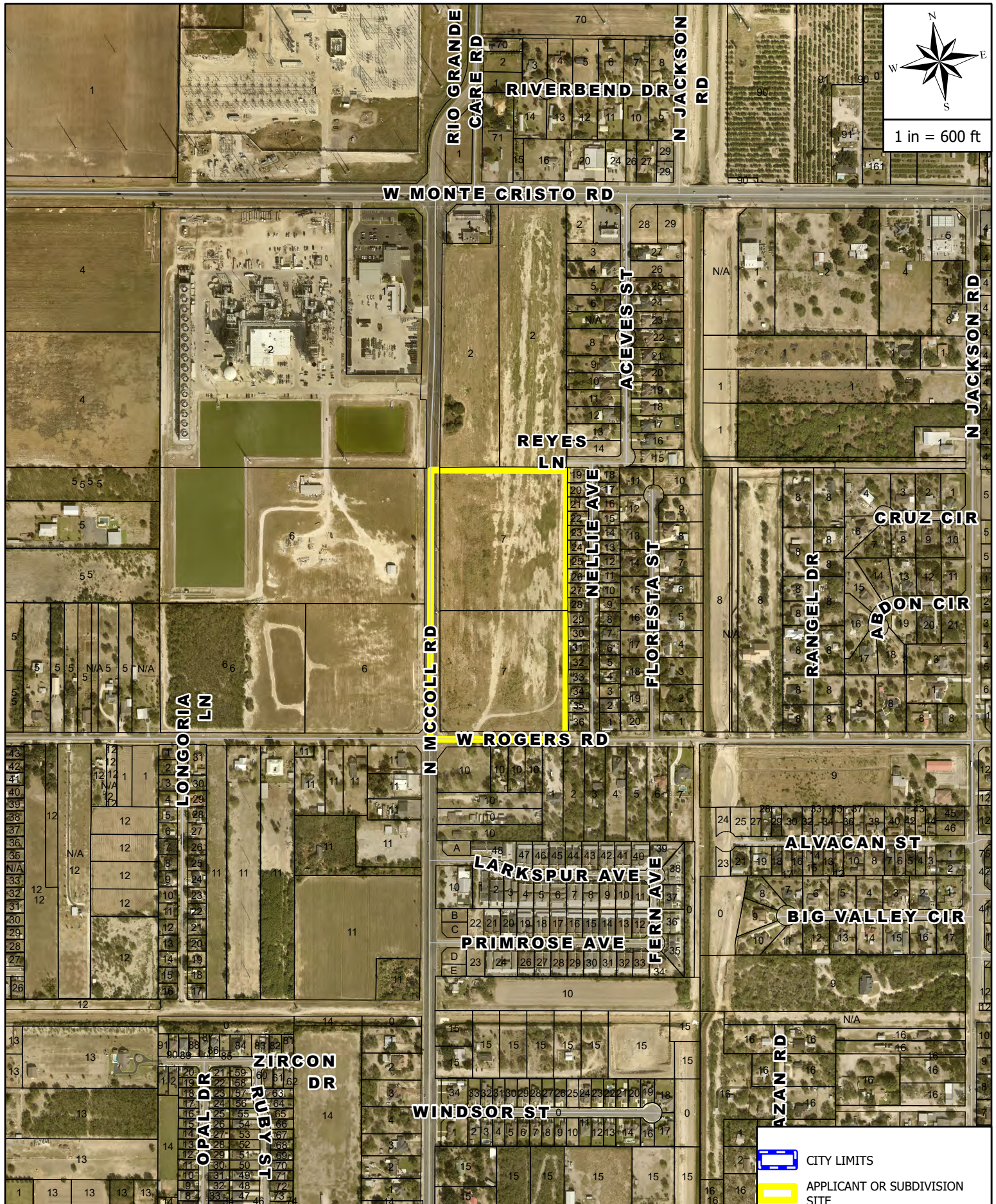
Attachments:

A. City Council Agenda Packet Attachments

Sec. 5.203, Streets Cross Sections

- A. Right-of-Way and Pavement Widths.** Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.
- B. Adjustments.** The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.
- C. Half Streets Prohibited.** No half-streets shall be permitted in new subdivision plats.

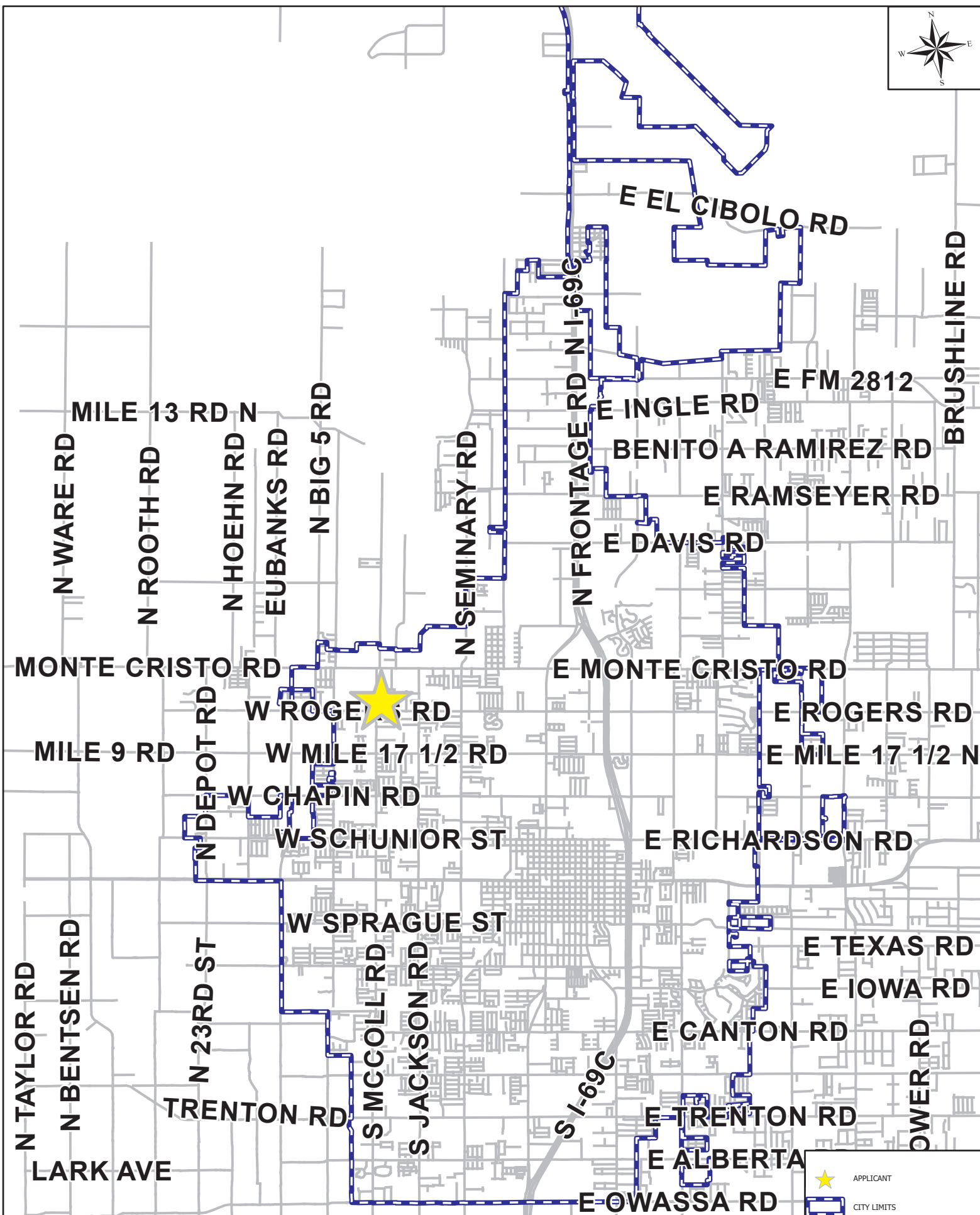
Table 5.203-1 Right-of-Way Widths ¹				
Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required ² (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector ³	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--
TABLE NOTES: ¹ Refer to the City Standards Manual Street Details for more information. ² From back-of-curb to back-of-curb. ³ Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.				

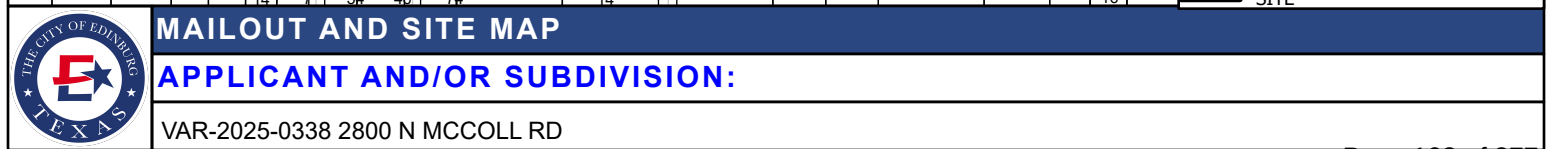


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0338 2800 N MCCOLL RD







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

City of Edinburg Planning & Zoning Dept.
Mr. Jaime Acevedo, Director of Planning & Zoning
415 W University Dr.
Edinburg, TX 78539

Re: Variance Request- McColl Groves Subdivision

Dear Mr. Acevedo,

On behalf of the developer, Riverside Development Services, LLC, and regarding the above-mentioned subdivision, we are respectfully requesting the following varaiance from the City of Edinburg Unified Development Code:

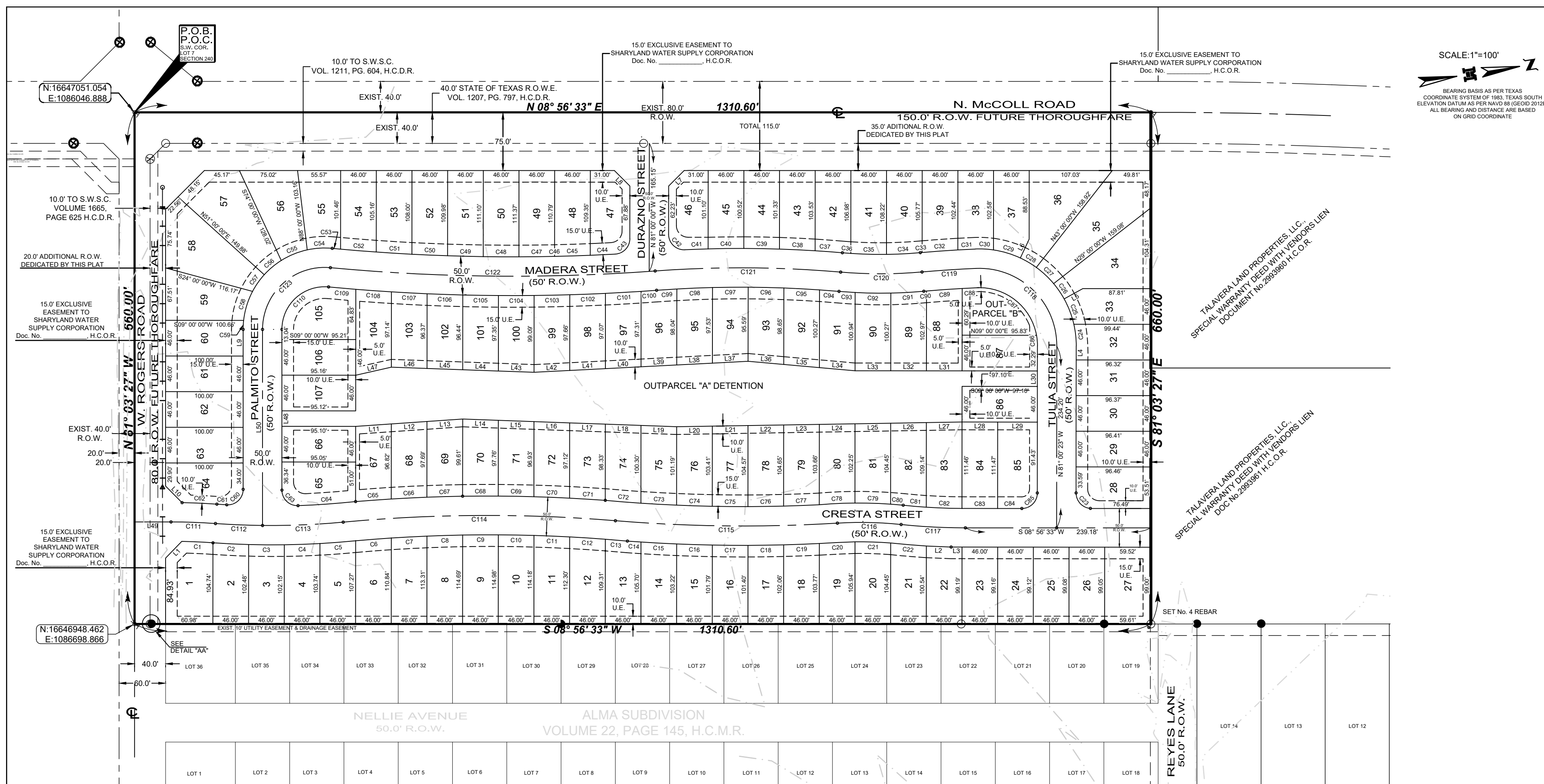
- 1. Minimum Pavement Width Required-** UDC Table 5.203-1 requires an 80' thoroughfare to have a 57 foot pavement section. Currently there is an existing 22 foot pavement section along W Rogers Rd, developer is proposing not to widen or escrow the road widening due to existing transmission poles along the north right-of-way that prevent the construction of the complete road profile required in an 80' thoroughfare as per the UDC. The developer is still dedicating the right-of-way and will provide sidewalks along Rogers and Mccoll Rd.

Your consideration of this request is greatly appreciated. We would like to be inlcuded at your next available Planning and Zoning meeting. If you have any questions or need further information, please feel free to contact me at (956) 381-0981.

Respectfully,

MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

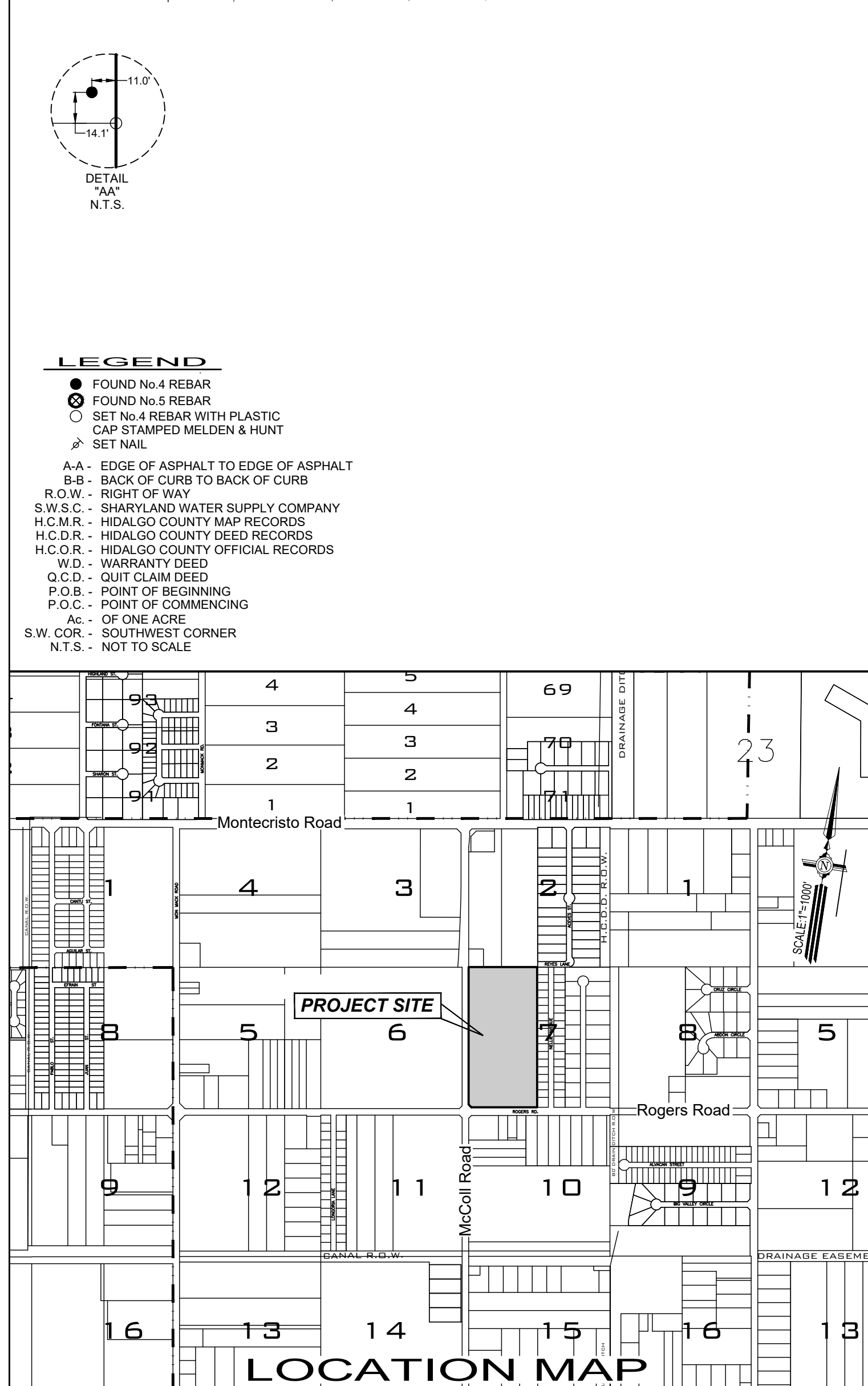


SUBDIVISION MAP OF
McCOLL
GROVES SUBDIVISION

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

Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	6247.60	0.143	37	4846.15	0.111	74	4571.75	0.105
2	4758.71	0.109	38	4678.05	0.107	75	4639.01	0.106
3	4699.05	0.108	39	4783.37	0.110	76	4709.90	0.108
4	4728.02	0.109	40	4935.71	0.113	77	4787.60	0.110
5	4845.77	0.111	41	4963.74	0.114	78	4816.00	0.111
6	5020.70	0.115	42	4839.22	0.111	79	4795.09	0.110
7	5159.84	0.118	43	4706.73	0.108	80	4721.83	0.109
8	5248.11	0.120	44	4637.42	0.106	81	4740.22	0.109
9	5286.73	0.121	45	4632.25	0.106	82	4914.88	0.113
10	5275.05	0.121	46	4909.59	0.113	83	5084.75	0.117
11	5213.23	0.120	47	5239.87	0.120	84	5127.62	0.118
12	5101.17	0.117	48	5066.50	0.116	85	5608.45	0.129
13	4942.29	0.113	49	5112.95	0.117	86	4466.40	0.103
14	4801.00	0.110	50	5120.30	0.118	87	4460.65	0.102
15	4711.10	0.111	51	5088.23	0.117	88	4816.56	0.111
16	4669.37	0.107	52	5016.85	0.113	89	4661.82	0.107
17	4675.73	0.107	53	4905.93	0.113	90	4614.88	0.106
18	4730.17	0.109	54	4755.44	0.109	91	4624.95	0.106
19	4828.30	0.111	55	4973.68	0.114	92	4580.93	0.105
20	4855.97	0.111	56	4619.91	0.140	93	4472.89	0.102
21	4710.70	0.108	57	8389.18	0.193	94	4447.21	0.102
22	4584.63	0.105	58	7924.02	0.182	95	4503.51	0.103
23	4562.09	0.105	59	5622.76	0.129	96	4495.05	0.103
24	4560.40	0.105	60	4602.52	0.106	97	4467.49	0.103
25	4558.72	0.105	61	4600.00	0.106	98	4475.47	0.103
26	4557.03	0.105	62	4600.00	0.106	99	4522.10	0.104
27	5896.35	0.135	63	4600.00	0.106	100	4514.91	0.104
28	5081.47	0.116	64	4934.19	0.113	101	4453.88	0.102
29	4436.11	0.102	65	4373.42	0.100	102	4431.42	0.102
30	4433.94	0.102	67	4453.79	0.102	103	4448.19	0.102
31	4431.81	0.102	68	4466.65	0.103	104	4750.19	0.110
32	4459.04	0.102	69	4533.77	0.104	105	5771.89	0.133
33	4754.86	0.109	70	4535.54	0.104	106	4378.59	0.101
34	7142.08	0.164	71	4742.02	0.103	107	4376.47	0.100
35	9056.17	0.208	72	4459.26	0.102			
36	7415.57	0.170	73	4491.37	0.103			

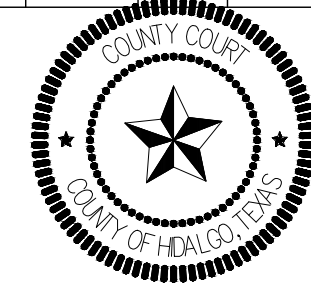
Lot #	SQ. FT.	Area
"A"	59568.20	1.367
"B"	4739.83	0.109



Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	0°03'06"47	758.83'	41.67'	20.84	S11° 39' 50"W	41.67'
C2	0°02'19'36"	1,099.11'	44.63'	23.32	S11° 43' 12"W	44.63'
C3	0°02'25'33"	1,099.11'	44.63'	22.01	S9° 21' 27"W	44.63'
C4	0°02'23'59"	1,099.11'	46.03'	23.02	S6° 57' 31"W	46.03'
C5	0°02'24'19"	1,099.11'	46.14'	23.07	S4° 33' 22"W	46.14'
C6	0°01'21'39"	1,942.66'	46.04'	23.07	S4° 30' 19"W	46.04'
C7	0°01'21'32"	1,942.66'	46.07'	23.04	S5° 51' 55"W	46.07'
C8	0°01'21'26"	1,942.66'	46.02'	23.01	S7° 13' 24"W	46.02'
C9	0°01'21'24"	1,942.66'	46.01'	23.00	S8° 34' 49"W	46.00'
C10	0°01'21'25"	1,942.66'	46.03'	23.00	S9° 56' 14"W	46.01'
C11	0°01'21'28"	1,942.66'	46.04'	23.02	S11° 17' 41"W	46.04'
C12	0°01'21'34"	1,942.66'	46.05'	23.05	S12° 39' 12"W	46.09
C13	0°00'59'32"	1,942.66'	28.55'	14.28	S13° 45' 15"W	28.55'
C14	0°00'29'51"	2,025.00'	17.59'	8.79	S12° 55' 35"W	17.59'
C15	0°01'18'12"	2,025.00'	46.07'	23.03	S12° 01' 33"W	46.02'
C16	0°01'18'08"	2,025.00'	46.02'	23.01	S10° 43' 23"W	46.06'
C17	0°01'18'06"	2,025.00'	46.03'	23.00	S9° 25' 17"W	46.00'
C18	0°01'18'05"	2,025.00'	46.01'	23.00	S8° 07' 11"W	46.01'
C19	0°01'18'09"	2,025.00'	46.03'	23.02	S6° 49' 03"W	46.03'
C20	0°01'36'36"	1,638.50'	46.04'	23.02	S6° 14' 34"W	46.04'
C21	0°05'33'08"	475.11'	46.04'	23.04	S10° 48' 06"W	46.02'
C22	0°02'13'51"	1,185.68'	46.16'	20.09	S13° 48' 00"W	46.16'
C23	0°03'05'27"	20.00'	31.44'	20.02	N53° 56' 16"E	28.30'
C24	012°55'21"	125.00'	28.19'	14.16	N87° 27' 40"W	28.13'
C25	016°04'30"	125.00'	35.08'	17.65	S78° 02' 20"W	34.96'
C26	016°05'22"	125.00'	23.98'	12.02	S64° 30' 19"W	23.94'
C27	014°02'11"	125.00'	30.62'	15.39	S51° 59' 33"W	30.55'
C28	016°05'27"	125.00'	23.94'	12.01	S39° 29' 14"W	23.91'
C29	016°36'38"	125.00'	36.24'	18.25	S25° 41' 41"W	36.11'
C30	016°51'22"	125.00'	23.68'	11.68	S11° 57' 40"W	23.65'
C31	000°51'12"	1,505.00'	22.41'	1.21	S6° 06' 24"W	22.41'
C32	0°01'45'22"	1,505.00'	46.13'	23.06	S4° 48' 07"W	46.12'
C33	000°05'29"	1,505.00'	2.40'	1.20	S3° 52' 41"W	2.40'
C34	004°21'08"	575.00'	43.68'	21.85	N6° 00' 31"E	43.67'
C35	004°36'11"	575.00'	46.03'	23.03	N10° 28' 41"E	46.02'
C36	001°06'04"	575.00'	10.98'	5.49	N13° 19' 46"E	10.98'
C37	0°01'19'13"	1,525.00'	35.14'	17.57	S13° 12' 20"W	35.14'
C38	0°01'43'49"	1,525.00'	46.05'	23.03	S11° 49' 48"W	46.05'
C39	0°01'45'22"	1,525.00'	46.01'	23.01	S9° 57' 03"W	46.01'
C40	0°01'43'43"	1,525.00'	46.00'	23.00	S8° 13' 20"W	46.00'
C41	0°01'07'45"	1,525.00'	30.05'	15.03	S6° 47' 36"W	30.05'

Course #	Delta	Curve Table				Chord Length
		Radius	Tangent	Chord Direction		
C42	092°46'17"	20.00	32.38	N52°36'52"E	28.96	
C43	086°52'17"	20.00	30.32	N37°33'51"E	27.50	
C44	000°44'38"	2,475.00	13.21	N6°14'36"E	321.13	
C45	001°03'56"	2,475.00	46.02	N7°08'53"E	46.02	
C46	000°00'54"	19.35	0.00	N7°40'51"E	0.00	
C47	001°03'05"	2,475.00	46.00	N8°12'48"E	46.00	
C48	001°03'54"	2,475.00	46.00	N9°16'41"E	46.00	
C49	001°03'54"	2,475.00	46.01	N10°20'38"E	46.01	
C50	001°03'57"	2,475.00	46.04	N11°24'32"E	46.04	
C51	001°04'01"	2,475.00	46.09	N12°28'30"E	46.09	
C52	001°04'06"	2,475.00	46.14	N13°32'34"W	46.14	
C53	000°15'04"	2,475.00	10.85	S14°12'09"W	10.85	
C54	017°40'15"	105.00	32.38	S16°29'33"	32.26	
C55	019°50'41"	105.00	36.37	S18°15'55"E	36.19	
C56	015°39'12"	105.00	28.69	S31°01'51"E	28.60	
C57	014°20'50"	105.00	26.29	S46°00'52"E	26.22	
C58	021°29'56"	105.00	34.90	S63°58'16"E	39.17	
C60	093°21'43"	20.00	32.59	N34°22'35"W	29.10	
C61	000°44'59"	975.00	12.76	N82°12'40"E	12.76	
C62	003°12'28"	804.74	45.01	S23°19'28"W	45.01	
C63	092°02'24"	20.00	32.13	N52°55'21"E	28.78	
C64	003°33'46"	1,197.63	74.48	S6°34'39"W	74.47	
C65	001°18'18"	2,025.00	46.13	S23°06'41"W	46.13	
C66	001°18'12"	2,025.00	46.06	S4°48'31"W	46.06	
C67	001°18'07"	2,025.00	46.00	S7°22'56"W	46.02	
C68	001°19'57"	2,062.38	46.02	S8°42'07"W	46.01	
C69	001°19'57"	2,062.38	46.01	S9°58'04"W	46.00	
C70	001°16'00"	2,062.38	46.04	S11°14'03"W	46.03	
C71	001°16'05"	2,062.38	46.09	S12°30'05"W	46.09	
C72	001°20'17"	1,975.00	46.12	S13°26'40"W	46.12	
C73	001°20'21"	1,975.00	46.08	S12°06'25"W	46.08	
C74	001°20'07"	1,975.00	46.02	S31°46'16"W	46.02	
C75	001°20'04"	1,975.00	46.00	S9°26'10"W	46.00	
C76	001°20'06"	1,974.41	46.01	S8°06'06"W	46.01	
C77	001°20'09"	1,974.41	46.04	S6°45'58"W	46.03	
C78	004°30'26"	585.59	46.07	S6°14'44"W	46.05	
C79	004°30'35"	585.59	46.04	S30°45'04"W	46.04	
C80	001°34'55"	585.59	16.17	S13°47'39"W	16.17	
C81	002°19'05"	741.46	30.00	S13°50'02"W	30.00	
C82	003°33'26"	741.46	46.03	S20°53'47"W	46.03	
C83	000°04'58"	32,112.01	0.00	S0°00'16"W	46.00	

Curve Table						
Curve #	Delta	Radius	Tangent	Chord Direction	Chord Length	
C84	000° 00' 20"	32,112.00'	31.12	15.56	S8° 56' 09"W	31.12
C85	085° 56' 33"	20.00'	31.49	19.98	N36° 01' 44"W	28.27
C86	010° 13' 57"	75.00'	13.79	6.91	N86° 15' 59"W	13.77
C87	081° 56' 04"	75.00'	107.25'	65.12	S47° 30' 01"W	98.34
C88	000° 44' 38"	1,455.00'	18.69	9.45	S6° 09' 40"W	18.69
C89	001° 48' 58"	1,455.00'	46.12	23.06	S4° 52' 52"W	46.12
C90	000° 06' 26"	1,455.00'	3.57	1.78	S3° 54' 50"W	3.57
C91	003° 53' 52"	625.00'	42.52	21.27	N5° 46' 53"E	42.51
C92	004° 13' 06"	625.00'	46.01	23.02	N6° 50' 22"E	46.00
C93	005° 50' 51"	625.00'	20.93	10.46	N12° 54' 26"E	20.91
C94	000° 58' 45"	1,475.00'	25.21	12.60	S13° 22' 34"W	25.21
C95	001° 47' 22"	1,475.00'	46.06	23.03	S11° 59' 29"W	46.06
C96	001° 47' 14"	1,475.00'	46.01	23.01	S10° 12' 11"W	46.01
C97	001° 47' 13"	1,475.00'	46.00	23.00	S8° 24' 57"W	46.00
C98	001° 47' 18"	1,475.00'	46.04	23.02	S6° 37' 42"W	46.04
C99	000° 50' 59"	1,475.00'	26.16	13.08	S5° 13' 33"W	26.16
C100	000° 27' 09"	2,525.00'	29.84	9.97	N4° 56' 38"E	19.94
C101	001° 02' 44"	2,525.00'	46.08	23.04	N5° 41' 35"E	46.08
C102	001° 02' 41"	2,525.00'	46.01	23.02	N6° 44' 17"E	46.01
C103	001° 02' 39"	2,525.00'	46.01	23.01	N7° 46' 57"E	46.01
C104	001° 02' 38"	2,525.00'	46.00	23.00	N8° 49' 35"E	46.00
C105	001° 02' 38"	2,525.00'	46.01	23.00	N11° 55' 02"E	46.01
C106	001° 02' 40"	2,525.00'	46.03	23.01	N10° 54' 52"E	46.03
C107	001° 02' 43"	2,525.00'	46.06	23.03	N11° 57' 33"E	46.06
C108	001° 02' 47"	2,525.00'	46.11	23.06	N13° 00' 18"E	46.11
C109	000° 49' 57"	2,525.00'	35.25	16.62	N15° 55' 41"E	35.25
C110	095° 23' 08"	55.00'	91.59	67.43	S33° 21' 53"E	81.31
C111	004° 06' 42"	800.00'	57.41	26.72	S10° 59' 54"W	57.40
C112	003° 56' 52"	1,000.00'	60.36	30.39	N11° 18' 49"E	60.75
C113	005° 58' 10"	1,000.00'	104.19	52.14	N6° 35' 18"E	104.14
C114	010° 04' 09"	2,000.00'	38.51	176.19	S8° 38' 16"E	351.03
C115	008° 12' 32"	2,000.00'	286.58	143.52	N8° 30' 06"E	286.30
C116	009° 25' 38"	500.00'	82.27	41.23	S10° 10' 39"W	82.17
C117	005° 56' 55"	800.00'	83.06	41.57	N11° 55' 00"E	83.02
C118	092° 06' 51"	99.83'	161.92	105.07	S52° 54' 39"W	144.75
C119	002° 42' 02"	1,479.99'	69.76	34.89	S5° 10' 58"W	69.75
C120	010° 01' 59"	600.00'	105.07	52.67	N8° 50' 56"E	104.93
C121	009° 08' 52"	1,500.00'	239.49	120.10	S9° 17' 30"W	239.24
C122	009° 36' 37"	2,500.00'	419.33	210.66	N9° 31' 22"E	418.84
C123	095° 23' 13"	80.00'	133.18	87.90	S33° 21' 55"E	118.33



ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUT

SHEET 1 OF 2



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

AWARDING OF BID

Agenda Item No: 9.A.

Purchase of a Sewer Camera System

1. Agenda Item:

Consider Authorizing the Purchase of a Sewer Camera System from Rausch USA, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 120721-RAU, in the Amount Not to Exceed \$136,442.40. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

This purchase of the new sewer camera system is essential to improve efficiency, meet increasing service demands, and ensure reliable sewer inspections. The current equipment is outdated and is constantly breaking down. The new camera system offers advanced technology, enhanced visibility features, and can be used on sewer lines ranging from 4-inch to 24-inch.

Funding is available in the FY 2025-2026 Capital Outlay Budget, Utility Fund, Utilities Department - Systems Division.

3. Staff's Recommendation:

Approve Authorizing the Purchase of a Sewer Camera System from Rausch USA, Through the Local Government Purchasing Cooperative (Sourcewell) Contract No. 120721-RAU, in the Amount Not to Exceed \$136,442.40.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Sewer Camera Quote
- B. Sewer Camera Warranty
- C. Rausch Electronics_ Contract 120721-RAU _ Sourcewell

1686 Opportunity Ave.
Chambersburg, PA 17201
(717) 709-1005

Sourcewell Contract 120721-RAU

Date	Job #	
11/19/2025	25-12553	1

City of Edinburg
415 W. University Drive
Edinburg, TX 78539
Sourcewell #: 186806

Heil of Texas
5900 Wheeler Street
Houston, TX 77023 US

C90 Mobile Pro
C90 MP- Edinburg TX

ITEM	PART NUMBER	QTY	UOM	UNIT PRICE	SW Member Price	
	DESCRIPTION					
001	USMP90HD SYSTEM, MOBILE PRO C90 HD	1	EA	127,171.00	120,812.45	USD
	UB8907 Wheel Adapter, #2 18mm L90/C90	4.00	EA			
	HG2005 Inclinometer complete with installation	1.00	EA			
	111569 Wheel, Rubber 6" Stackable C/L 90 73mm X 20mm	4.00	EA			
	110706 Wheel, Rubber 6" L135 3-1/2" X 1/2"(93mm X 17mm)	4.00	EA			
	111567 Tractor Accy, Accessories C/L 90 Lifting Hook, Additional Weight Wheel Adapter, bumper	1.00	EA			
	111003 Pulley Assy, Deflection DN100	1.00	EA			
	US3000 Kit, Tire Screw For L135	1.00	EA			
	111409 Kit, Spare Parts KS60 HD/DB3	1.00	EA			
	IN1175 Keyboard, Wireless with TouchPad K400 Logitech K400 Plus	1.00	EA			
	110931 Air Pressure Filling System	1.00	EA			
	111701 Control Unit, TAB HD 2-Joystk 1TB WIFI	1.00	EA			
	111705 HD2 Option	1.00	EA			
	111616 Tractor, C90 HD and SD	1.00	EA			
	111697 KS60 CAMERA HD2	1.00	EA			
	111704A HD2 Cable Drum Assy, Cubix 300 Rausch TAB 1000 ft	1.00	EA			
002	EB3875 Cable Assy, Extension 10M TAB -> Cubix	1	EA	1,058.00	1,005.10	USD
003	IN1144 Rack Assy, with Frame, Countertop, 225-800 Drawer, 335-800 Drawer and	1	EA	3,800.00	3,610.00	USD

008	111583 System Accy, Holder Cubix -> Rausch Tab	1	EA	571.00	542.45	USD
009	111626 Camera, Rearview L/C 90 NTSC	1	EA	2,164.00	2,055.80	USD
010	111624 Lift, Electric L/C 90 HD	1	EA	5,414.00	5,143.30	USD
011	111568 Wheel, Aggressive 74 x 21 L/C 90 2,910.00 MINUS 20.00%	6	EA	485.00	2,211.60	USD
012	111570 Wheel, Stone 65mm X mm 9 C/L 90	6	EA	281.00	1,601.70	USD
013	NOTE Retro Fit done by Heil of Texas	1	EA	960.00	960.00	USD
014	NOTE Shipping	1	EA	1,500.00	1,500.00	USD

TOTAL SOURCEWELL MEMBER PRICE : \$139,442.40 USD

Discount by Heil of Texas -\$3,000.00 USD

TOTAL PRICE: \$136,442.40 USD



LIMITED WARRANTY CERTIFICATE

RAUSCH ELECTRONICS USA, LLC AS SELLER, WARRANTS TO THE ORIGINAL PURCHASER OF THE PRODUCT IDENTIFIED BY THE SERIAL NUMBERS INDICATED ON THE SERIAL NUMBER LIST THAT SUCH PRODUCTS ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL.

This Limited Warranty shall remain in effect for a period of one (1) year from the date of sales or otherwise agreed. This one-year limited covers systems used in accordance with its designed use in clean municipal sewer or storm sewer lines.

This Limited Warranty covers original purchaser only. The term "original purchaser" as used in this Limited Warranty is deemed to be that person, firm, association, corporation or other entity to whom this product was sold initially by the Dealer.

This Limited Warranty shall NOT apply to this product if it has been repaired or altered, except by Seller or its authorized agents, or if it has been subject to accident, negligence, abuse or misuse, or has not been maintained by purchaser in strict accordance with the procedures as described in the manual or as shown during initial training. The Limited Warranty shall NOT apply if damage to the product is a result of a defective or inadequate vehicle, supplied by Purchaser to Seller for installation of the product i.e., a retro installation. General Exclusions from warranty include all common wear and tear parts, including but not limited to: tires, all external cables exposed to the working environment, lighting, fuses, drive rollers. All damages caused by, or as a result of buyer performed repair work will not be covered by this limited warranty.

SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, COMPENSATORY, INCIDENTAL SUCH AS, BUT NOT LIMITED TO, LOST PROFITS AND OR COST OF REPLACEMENT SERVICES AND/OR PUNITIVE DAMAGES UNDER THIS LIMITED WARRANTY. SELLER'S SOLE LIABILITY TO ORIGINAL PURCHASER FOR BREACH OF THIS LIMITED WARRANTY IS TO EITHER REPAIR OR REPLACE THE DEFECTIVE PRODUCT, AT SELLER'S OPTION.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON PART OF THE SELLER. THIS LIMITED WARRANTY SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE CONTINENTAL UNITED STATES.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. To obtain information on warranty performance, call the telephone number at the bottom of this document.

RAUSCH Electronics USA, LLC
1686 Opportunity Ave ▪ Chambersburg, PA 17201
Phone: (717) 709-1005 ▪ Fax: (717) 709-1009

Rausch Electronics

Underground infrastructure

#120721-RAU

Maturity Date: 1/17/2027

Website: rauschusa.com 

Products & Services



Products & Services

Sourcwell contract 120721-RAU gives access to the following types of goods and services:

- Sewer inspection cameras
- Sewer inspection crawlers
- Push cameras
- Sewer inspection software
- Manhole inspection equipment
- Lateral launch inspection equipment
- Laser profiling inspection equipment
- Quicklock pipe point repair equipment

Locate your local dealer or representative 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

rauschusa.com 

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

APPOINTMENTS

Agenda Item No: 10.A.

Appointments

1. Agenda Item:

Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Appointment of City of Edinburg Council Member as a Designated Alternate Board Member to the Rio Grande Valley Emergency Communication District (RGVECD 911) Board of Managers. [Clarice Y. Balderas, City Secretary]

2. Description:

Lower Rio Grande Development Council Board of Directors (1 Member, 1 Alternate)- promotes cooperation among local units of government and provides forums and opportunities for them to work with economic interests and citizen groups in order to improve the region's health, safety, and general welfare and to plan for future development.

Present Member(s): Member-Vacant; Alternate-Vacant

RGV 9-1-1 Board of Managers (1 Alternate)- ensures optimal public safety throughout the region and works collaboratively to prevent, protect, respond to and recover from threats.

Present Member(s): Member-Mayor (the Mayor is the designated member of the board); Alternate-Vacant

3. Staff's Recommendation:

Appoint City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Appointment of City of Edinburg Council Member as a Designated Alternate Board Member to the Rio Grande Valley Emergency Communication District (RGVECD 911) Board of Managers.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.A.

FY 2026-2027 E-RATE Internet Access Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2026-2027 E-rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

2. Description:

The Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services. The program provides 90 percent discounts on Internet service to eligible schools and libraries.

The Dustin Michael Sekula Memorial Library seeks to apply to the E-rate Grant program for 3 Gigabytes of Internet Access and Service for the fourth of five voluntary extensions with service provider, Smartcom. The vendor is in good standing with the City and currently provides Internet service to City Facilities. The grant's duration is from July 01, 2026, through June 30, 2027. The grant request will be for the maximum 90 percent in the approximate amount of \$18,306, with a required 10 percent match in the approximate amount of \$2,034, for a total project cost of \$20,340. The Library has annually applied for and received this crucial federal funding since 1998. Monies for the City match have been budgeted in the FY 2025-2026 General Fund Operating budget, Library and Cultural Arts Department.

If the grant is awarded, the library staff will follow City grant reporting guidelines and Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program guidelines. Procurement will adhere to federal guidelines and City policy. If awarded, this grant opportunity will allow the library to save 90 percent on Internet access. If authorized to apply and submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2026-2027 E-rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. E-Rate Resolution FY 2026-2027

RESOLUTION NO. ____

THE STATE OF TEXAS	§	AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FEDERAL COMMUNICATION COMMISSION'S UNIVERSAL SERVICE ADMINISTRATIVE COMPANY UNDER THE FY 2026-2027 E-RATE GRANT PROGRAM FOR INTERNET ACCESS TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE DUSTIN MICHAEL SEKULA MEMORIAL LIBRARY.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services; and

WHEREAS, the program provides 85 to 90 percent discounts on telecommunications services and Internet access to eligible schools and libraries; and

WHEREAS, historically, the Library has been awarded a 90 percent discount with the City match of 10 percent for Internet Access and Service; and

WHEREAS, the Edinburg City Council finds it in the best interest of the citizens of the City of Edinburg to apply to the Fiscal Year 2026-2027 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program for Internet Access and Service for 1-5 Gigabytes with voluntary extension over the next 5 years; and

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

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to apply and submit the grant application for the Fiscal Year 2026-2027 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 2nd day of December, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.B.

FY 2026 HSIP Grant Resolution for Veterans Boulevard and Alberta Road Traffic Improvements

1. **Agenda Item:**

Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

2. **Description:**

The Texas Department of Transportation announced the solicitation of grant applications for the Fiscal Year 2026 Highway Safety Improvement Program (HSIP) on Oct. 3, 2025. This program funds low-cost safety projects for off-system roadways. The HSIP is an avenue to submit safety projects that will help reduce traffic fatalities and serious injuries on all public roads.

The proposed project consists of traffic improvements at the intersection of Veterans Boulevard and Alberta Road. The scope of work includes the installation of a new traffic signal system to enhance traffic flow, improve intersection safety, and accommodate increasing vehicular and pedestrian volumes in the area. The project will involve the construction and installation of signal poles, mast arms, signal heads, pedestrian crossings with ADA-compliant ramps and push buttons, signal control cabinet, and associated electrical and communication components. Additional work will include pavement markings, signage, and minor roadway improvements necessary to support the new signal system. Upon completion, the new traffic signal is expected to reduce congestion, minimize delay times, and improve overall traffic operations and safety at this key intersection.

The grant request is approximately \$311,837.64, and no match is required. The Engineering Department requests the City Council's consideration and ratification of the grant application's submission. The City was advised of this funding opportunity on October 3, 2025. The submission deadline for this program was November 14, 2025, which did not provide adequate time for staff to present the resolution to the City Council prior to the submission of the grant application. Due to time constraints, staff submitted the grant application and is requesting ratification of the submission.

There is no fiscal impact on the General Fund budget. Procurement will adhere to federal, state, and City policies as required. Award notification is anticipated in April 2026.

Staff recommends ratifying the grant application submission to maximize this funding opportunity and reduce budget expenditures.

3. **Staff's Recommendation:**

Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager
Mardoqueo Hinojosa, City Engineer

Prepared by:

Alicia Carmona, Assistant
City Engineer

Attachments:

- A. FY 2026 HSIP Resolution - Veterans Blvd and Alberta Road Intersection
- B. Cost Estimate - Veterans Blvd and Alberta Rd Intersection
- C. Proposed Traffic Signal Improvements Exhibit

RESOLUTION NO. _____

THE STATE OF TEXAS	§	RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE VETERANS BOULEVARD AND ALBERTA ROAD TRAFFIC IMPROVEMENTS PROJECT UNDER THE FISCAL YEAR 202 HIGHWAY SAFETY IMPROVEMENTS PROGRAM AND TO EXECUTE DOCUMENTS RELATED THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Texas Department of Transportation for the Veterans Boulevard and Alberta Road Traffic Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program for approximately \$311,847.64 with no local match; and

WHEREAS, the Fiscal Year 2026 Highway Safety Improvement Program aims to significantly reduce traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state; and

WHEREAS, the Fiscal Year 2026 Highway Safety Improvement Program's goal is to significantly reduce fatalities and serious injuries on Texas roadways, including on-system and off-system roads.

WHEREAS, the City of Edinburg agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

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

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

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

SECTION 2: The City Council hereby ratifies the City Manager's submission and execution of the grant application to the Texas Department of Transportation for the Fiscal Year 2026 Highway Safety Improvement Program, and the authorized official is given the power to

apply for, accept, reject, alter, terminate and execute all grant documents on behalf of the applicant agency.

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 2nd day of December, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

Approved as to form:

By: _____
Josephine R. Solis
City Attorney

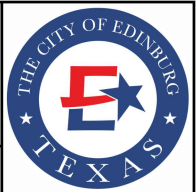
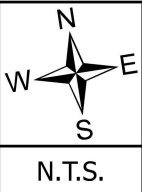
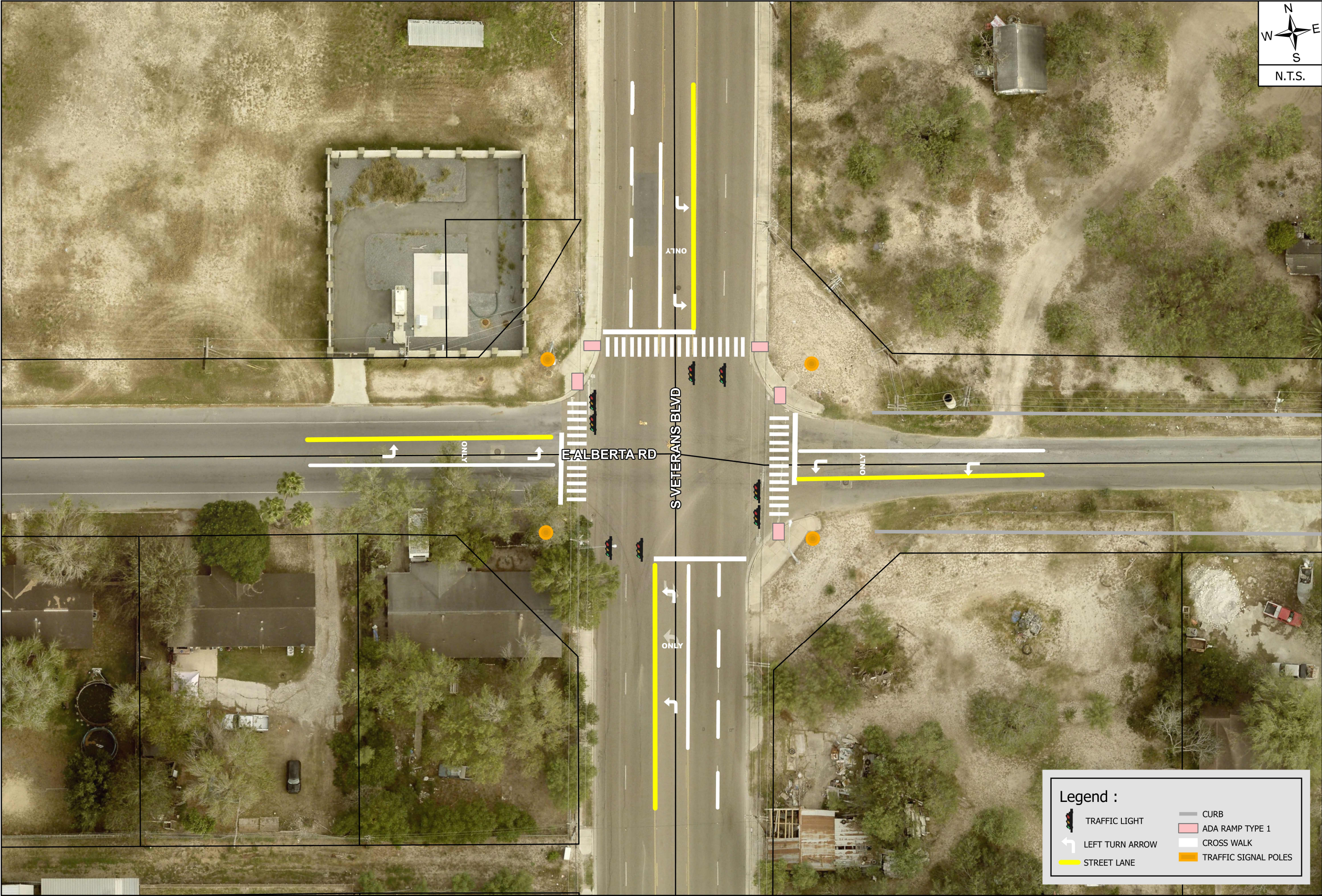
Cost Estimate

Veterans Blvd and Alberta Dr - Proposed Signal



		DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM COST	
	100	7002	PREP ROW	3	STA	\$1,800.00	\$ 5,400.00
	104	7015	REMOV CONC (CURB RAMP)	205	LF	\$8.00	\$ 1,640.00
	500	7001	MOBILIZATION	1	LS	\$30,000.00	\$ 30,000.00
	502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	12	MO	\$1,095.72	\$ 13,148.64
	529	7008	CONC CURB & GUTTER	425	LF	\$20.00	\$ 8,500.00
	531	2040	CURB RAMPS (TY 5)	3	EA	\$3,800.00	\$ 11,400.00
	644	7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	18	EA	\$1,200.00	\$ 21,600.00
	644	7073	REMOVE SM RD SN SUP&AM	9	EA	\$1,104.00	\$ 9,936.00
	666	7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	8	EA	\$221.00	\$ 1,768.00
	666	7408	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	2000	LF	\$2.00	\$ 4,000.00
	666	7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	2000	LF	\$2.00	\$ 4,000.00
	666	7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	1300	LF	\$1.25	\$ 1,625.00
	666	2105	REFL PAV MRK TY 1 (Y) 4" (BRK) (100 MIL)	1300	LF	\$1.25	\$ 1,625.00
	677	7002	ELIM EXT PM & RKS (6")	9000	LF	\$1.25	\$ 11,250.00
	677	7008	ELIM EXT PM & RKS (24")	281	LF	\$5.00	\$ 1,405.00
	668	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1209	LF	\$10.00	\$ 12,090.00
	416	7006	DRILL SHAFT (36 IN)	32	LF	\$555.00	\$ 17,760.00
	618	7054	CONDT (PVC) (SCH 80) (2")	91	LF	\$43.00	\$ 3,913.00
	618	7064	CONDT (PVC) (SCH 80) (4")	25	LF	\$59.00	\$ 1,475.00
	620	7010	ELEC CONDR (NO.6) INSULATED	400	LF	\$5.50	\$ 2,200.00
	621	7006	TRAY CABLE (4 CONDR) (12 AWG)	275	LF	\$6.00	\$ 1,650.00
	624	7006	GROUND BOX TY C (162911)w/APRON	4	EA	\$2,600.00	\$ 10,400.00
	628	7329	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	1	EA	\$6,400.00	\$ 6,400.00
	680	7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$8,500.00	\$ 8,500.00
			*CONTROLLER W/CABINET	1	EA	\$36,500.00	\$ 36,500.00
			*GROUND ROD	4	EA	\$56.00	\$ 224.00
			*LUMINAIRE ON TRAFFIC SIGNAL POLE	4	EA	\$370.00	\$ 1,480.00
	682	7001	VEH SIG SEC (12")LED(GRN)	4	EA	\$491.00	\$ 1,964.00
	682	7003	VEH SIG SEC (12")LED(YEL)	4	EA	\$491.00	\$ 1,964.00
	682	7005	VEH SIG SEC (12")LED(RED)	4	EA	\$491.00	\$ 1,964.00
	682	7018	PED SIG SEC(LED)(COUNTDOWN)	3	EA	\$1,150.00	\$ 3,450.00
	682	7039	BACKPLATE W/REF BRDR(3 SEC)ALUM	4	EA	\$250.00	\$ 1,000.00
	684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	379	LF	\$5.00	\$ 1,895.00
	684	7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	832	LF	\$8.00	\$ 6,656.00
	684	7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	35	LF	\$2.00	\$ 70.00
	684	7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	35	LF	\$3.00	\$ 105.00
	686	7020	INS TRF SIG PL AM (S)STR(TY D)LUM	2	EA	\$12,500.00	\$ 25,000.00
	688	7001	PED DETECT (APS)	4	EA	\$1,700.00	\$ 6,800.00
	688	7004	VEH LP DETECT (SAWCUT)	1320	LF	\$19.00	\$ 25,080.00
	688	7003	PED DETECTOR CONTROLLER UNIT	1	EA	\$6,000.00	\$ 6,000.00

TOTAL \$ 311,837.64



Legend :

 TRAFFIC LIGHT

 LEFT TURN ARROW

 STREET LANE

 CURB

 ADA RAMP TYPE 1

 CROSS WALK

 TRAFFIC SIGNAL POLES

TRAFFIC SIGNAL IMPROVEMENTS



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.C.

FY 2026 HSIP Grant Resolution for Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements

1. **Agenda Item:**

Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

2. **Description:**

The Texas Department of Transportation announced the solicitation of grant applications for the Fiscal Year 2026 Highway Safety Improvement Program (HSIP) on Oct. 3, 2025. This program funds low-cost safety projects for off-system roadways. The HSIP is an avenue to submit safety projects that will help reduce traffic fatalities and serious injuries on all public roads.

The proposed project consists of traffic improvements at the intersection of Chapin Street and Trooper Moises Sanchez Boulevard. The scope of work includes the installation of a new traffic signal system to enhance traffic flow, improve intersection safety, and accommodate increasing vehicular and pedestrian volumes in the area. The project will involve the construction and installation of signal poles, mast arms, signal heads, pedestrian crossings with ADA-compliant ramps and push buttons, signal control cabinet, and associated electrical and communication components. Additional work will include pavement markings, signage, and minor roadway improvements necessary to support the new signal system. Upon completion, the new traffic signal is expected to reduce congestion, minimize delay times, and improve overall traffic operations and safety at this key intersection.

The grant request is approximately \$294,067.64, and no match is required. The Engineering Department requests the City Council's consideration and ratification of the grant application's submission. The City was advised of this funding opportunity on October 3, 2025. The submission deadline for this program was November 14, 2025, which did not provide adequate time for staff to present the resolution to the City Council prior to the submission of the grant application. Due to time constraints, staff submitted the grant application and is requesting ratification of the submission.

There is no fiscal impact on the General Fund budget. Procurement will adhere to federal, state, and City policies as required. Award notification is anticipated in April 2026.

Staff recommends ratifying the grant application submission to maximize this funding opportunity and reduce budget expenditures.

3. **Staff's Recommendation:**

Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Traffic Improvements Project Under the Fiscal Year 2026 Highway Safety Improvement Program, and to Execute Grant Documents Relating Thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Assistant
City Engineer

Attachments:

- A. FY 2026 HSIP Resolution - Chapin St & Trooper Sanchez Blvd Intersection
- B. Cost Estimate - Chapin St & Trooper Sanchez Blvd Intersection
- C. Proposed Traffic Signal Improvements Exhibit

RESOLUTION NO. _____

THE STATE OF TEXAS	§	RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CHAPIN STREET AND TROOPER MOISES SANCHEZ BOULEVARD TRAFFIC IMPROVEMENTS PROJECT UNDER THE FISCAL YEAR 2026 HIGHWAY SAFETY IMPROVEMENTS PROGRAM AND TO EXECUTE DOCUMENTS RELATED THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Texas Department of Transportation for the Chapin Street and Trooper Moises Sanchez Boulevard Improvements Project under the Fiscal Year 2026 Highway Safety Improvement Program for approximately \$294,067.64 with no local match; and

WHEREAS, the Fiscal Year 2026 Highway Safety Improvement Program aims to significantly reduce traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state; and

WHEREAS, the Fiscal Year 2026 Highway Safety Improvement Program's goal is to significantly reduce fatalities and serious injuries on Texas roadways, including on-system and off-system roads.

WHEREAS, the City of Edinburg agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

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

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

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

SECTION 2: The City Council hereby ratifies the City Manager's submission and execution of the grant application to the Texas Department of Transportation for the Fiscal Year

2026 Highway Safety Improvement Program, and the authorized official is given the power to apply for, accept, reject, alter, terminate and execute all grant documents on behalf of the applicant agency.

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 2nd day of December, 2025.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

Approved as to form:

By: _____
Josephine R. Solis
City Attorney

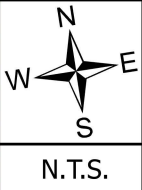
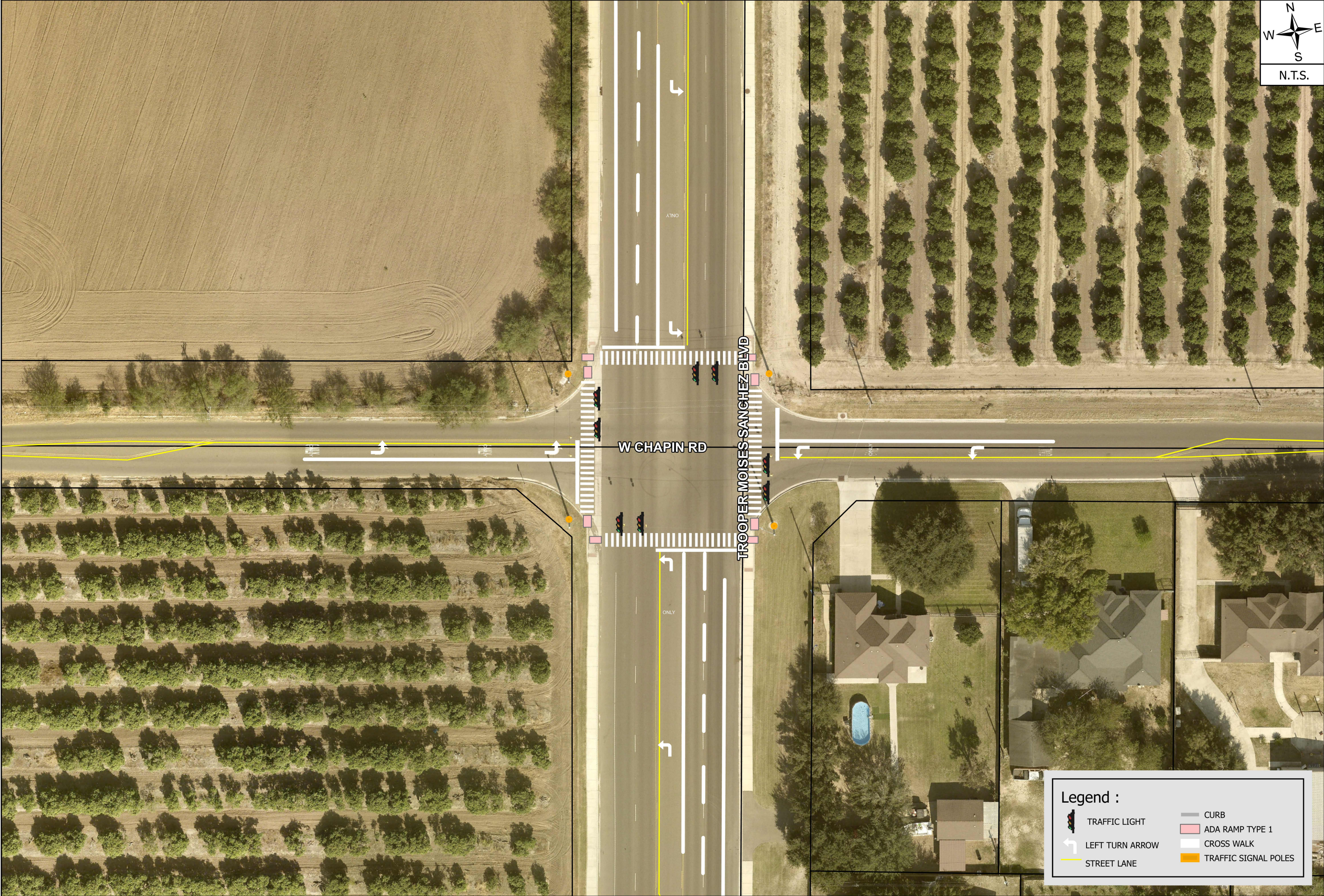
Cost Estimate

Veterans and Alberta - Proposed Signal



		DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM COST
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502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	12	MO	\$1,095.72	\$ 13,148.64
529	7008	CONC CURB & GUTTER	405	LF	\$20.00	\$ 8,100.00
531	2040	CURB RAMPS (TY 5)	4	EA	\$3,800.00	\$ 15,200.00
644	7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	18	EA	\$1,200.00	\$ 21,600.00
644	7073	REMOVE SM RD SN SUP&AM	9	EA	\$1,104.00	\$ 9,936.00
666	7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	8	EA	\$221.00	\$ 1,768.00
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666	7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	1300	LF	\$1.25	\$ 1,625.00
666	2105	REFL PAV MRK TY 1 (Y) 4" (BRK) (100 MIL)	1300	LF	\$1.25	\$ 1,625.00
677	7002	ELIM EXT PM & RKS (6")	9000	LF	\$1.25	\$ 11,250.00
677	7008	ELIM EXT PM & RKS (24")	281	LF	\$5.00	\$ 1,405.00
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618	7054	CONDT (PVC) (SCH 80) (2")	91	LF	\$43.00	\$ 3,913.00
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624	7006	GROUND BOX TY C (162911)w/APRON	4	EA	\$2,600.00	\$ 10,400.00
628	7329	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	1	EA	\$6,400.00	\$ 6,400.00
680	7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	\$8,500.00	\$ 8,500.00
		*CONTROLLER W/CABINET	1	EA	\$36,500.00	\$ 36,500.00
		*GROUND ROD	4	EA	\$56.00	\$ 224.00
		*LUMINAIRE ON TRAFFIC SIGNAL POLE	4	EA	\$370.00	\$ 1,480.00
682	7001	VEH SIG SEC (12")LED(GRN)	4	EA	\$491.00	\$ 1,964.00
682	7003	VEH SIG SEC (12")LED(YEL)	4	EA	\$491.00	\$ 1,964.00
682	7005	VEH SIG SEC (12")LED(RED)	4	EA	\$491.00	\$ 1,964.00
682	7018	PED SIG SEC(LED)(COUNTDOWN)	4	EA	\$1,150.00	\$ 4,600.00
682	7039	BACKPLATE W/REF BRDR(3 SEC)ALUM	4	EA	\$250.00	\$ 1,000.00
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688	7004	VEH LP DETECT (SAWCUT)	1320	LF	\$19.00	\$ 25,080.00
688	7003	PED DETECTOR CONTROLLER UNIT	1	EA	\$6,000.00	\$ 6,000.00

TOTAL \$ 294,067.64





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.D.

Change Order No. 1 - Downtown Parking Garage Project

1. Agenda Item:

Consider the Approval of Change Order No. 1 to Contract with Broaddus Construction, LLC for RFP 2025-002, Downtown Parking Garage Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CPM, City Engineer]

2. Description:

On March 18, 2025, Broaddus Construction, LLC was awarded the Design-Build contract for the Downtown Parking Garage Project in the amount of \$6,200,000.00. The contractor has completed the design phase, and a Guaranteed Maximum Price (GMP) of \$6,200,000.00 was subsequently approved, keeping the project within the established budget. Construction began on November 6, 2025.

Two changes are now being requested as part of Change Order No. 1, totaling \$79,753.40:

1. Remediation Underground Storage Tank (UST) and Soil Disposal – \$49,953.40. During excavation for foundation preparation, crews uncovered four (4) underground storage tanks within the project limits. Their presence raises potential environmental and public safety concerns. Remediation is required in accordance with the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank Program. The proposed amount covers safe removal and disposal of the tanks and any necessary environmental compliance measures.
2. Concrete Aesthetic Enhancement – \$29,800.00. To improve the overall appearance and ensure the structure visually blends with its surroundings, staff recommends the addition of white pigment to the precast concrete elements. This enhancement prevents the garage from having a stark gray concrete appearance. Because precast components must be ordered in advance, timely approval of this item is critical to avoid delays in fabrication.

This project is funded through the 2021A Bond Series, and the project remains within the approved budget.

3. Staff's Recommendation:

Approval of Change Order No. 1 to Contract with Broaddus Construction, LLC for RFP 2025-002, Downtown Parking Garage Project and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. Change Order No. 1

- B. Underground Storage Tanks
- C. Colored Concrete Sample



CHANGE ORDER NO.: 1

November 21, 2025

Owner: City of Edinburg

Owner's Project No.: 2025-002

Project Mng: Brownstone Consultants

Project: Downtown Parking Garage

Contractor: Broaddus Construction, LLC

Date Issued: November 21, 2025

Effective Date of Change Order: December 3, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Remediation Underground Storage Tank (UST) – \$49,953.40

During excavation for foundation preparation, crews uncovered four (4) underground storage tanks within the project limits. Their presence raises potential environmental and public safety concerns. Remediation is required in accordance with the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank Program. The proposed amount covers safe removal and disposal of the tanks and any necessary environmental compliance measures.

Concrete Aesthetic Enhancement – \$29,800.00

To improve the overall appearance and ensure the structure visually blends with its surroundings, staff recommends the addition of white pigment to the precast concrete elements. This enhancement prevents the garage from having a stark gray concrete appearance. Because precast components must be ordered in advance, timely approval of this item is critical to avoid delays in fabrication.

Attachments:

Proposals

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
	Substantial Completion: November 6, 2026
\$ 6,200,000.00	Ready for final payment: December 6, 2026

No previous Change Orders: \$ N/A	No previous Change Orders: Substantial Completion: November 6, 2026 Ready for final payment: December 6, 2026
Contract Price prior to this Change Order: \$ 6,200,000.00	Contract Times prior to this Change Order: Substantial Completion: November 6, 2026 Ready for final payment: December 6, 2026
Increase this Change Order: \$ 79,753.40	Increase this Change Order: Substantial Completion: December 6, 2026 Ready for final payment: January 6, 2027
Contract Price incorporating this Change Order: \$ 6,279,753.40	Contract Times with all approved Change Orders: Substantial Completion: December 6, 2026 Ready for final payment: January 6, 2027

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with the Description and the Contract. Exception should be noted in the response for the Description above.

Contractor (Broaddus Construction, LLC)

By: _____

Date: _____

Title: _____

Recommended by Project Manager
(Brownstone Consultants)

City of Edinburg – Engineering

By: _____

Mardoqueo Hinojosa, P.E. / City Engineer

Title: Carlos Del Angel, PMP, CCM / Managing
Partner _____

Date: _____

City of Edinburg – City Manager’s Office

City of Edinburg - Finance

By: _____

Ascencion Alonzo / Finance Director

Title: Myra L. Ayala / City Manager _____

Date: _____

APPROVED AS TO FORM

By: _____

Title: Josephine Ramirez Solis / City Attorney _____

Date: _____

**PCO #001**

Broaddus Construction LLC
1301 S Capital of Texas Hwy, Suite A-302
Austin, Texas 78746
Phone: (512) 306-7975

Project: 25004 - Edinburg Parking Garage
201 N. Closner Blvd
Edinburg, Texas 78539

Prime Contract Potential Change Order #001: PCO #001 White Concrete Pigment

TO:	City of Edinburg 602 W. University Drive Edinburg, Texas 78539	FROM:	Broaddus Construction LLC 1301 S. Capital of Texas Hwy Suite A-302 Austin, Texas 78746
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	25004 - Edinburg Parking Garage
REQUEST RECEIVED FROM:	Hussein Sinjari (Legacy Precast LLC)	CREATED BY:	Samuel Giard (Broaddus Construction LLC)
STATUS:	Pending - Not Proceeding	CREATED DATE:	11/12/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$29,800.00

POTENTIAL CHANGE ORDER TITLE: PCO #001 White Concrete Pigment

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

At the Owner's request, this potential change order includes the material costs associated with providing a PCI 143 Finish (White Cement with White Limestone) on the exterior precast components of the Parking Garage, which deviated from the original GMP qualifications. This potential change order will need to be actioned by 11/27/25 in order to maintain precast parking garage fabrication schedule. Color samples and mockups will be available for Owner Review on site beginning on 11/14/25.

ATTACHMENTS:

[Legacy Precast White Concrete Pigment Quotation.pdf](#)

#	Budget Code	Description	Amount
1	03-3410.S PRECAST STRUCTURAL CONCRETE.Commitment	Legacy Precast: White Concrete Pigment	\$29,800.00
Grand Total:			\$29,800.00


Approved
Gilbert Gallegos, AIA
Date: 11/18/25

Rodolfo R. Molina (Milnet Architectural Services, PLLC)
608 S. 12th Street
McAllen, Texas 78501

City of Edinburg
602 W. University Drive
Edinburg, Texas 78539

Broaddus Construction LLC
1301 S. Capital of Texas Hwy Suite A-302
Austin, Texas 78746

Signed by:

Rodolfo R. Molina, 11/18/2025

64F744B0CAE41E...
SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



October 24, 2025

Broadus Construction ("Contractor")

Attention: Austin Morton
Reference: Edinburg Downtown Parking Garage
Edinburg, Texas

Legacy Precast, LLC. ("LP") submits the following proposal to Provide a PCI 143 Finish (White Cement with White Limestone) on the Exterior Precast Components ONLY on the above noted Parking Garage based upon Approved Precast Drawings and Samples.

1. **Additive alternatives to provide a PCI 143 Finish for the exterior exposed precast will cost \$29,800.00.**
2. **Bond Cost is Excluded but if a performance and payment bond is required, it will equal 1.5% of the total contract value.**

Precast Architectural and Structural Notes Provided by LP Unless Noted:

1. Exterior finish of the precast structure will be produced using concrete consisting of gray cement, local ¾" white limestone aggregate, local white limestone sand and will have a **light sandblasted finish, WITH REVEALS at 1" deep x 1 ½" wide with ¼" drafts located as per elevations.**
2. LP is certified in the PCI Plant Certification Program as a producer in group and category AC.

Exclusions:

1. Any required traffic control including barriers, permits, street closure(s), flagmen, street cleaning or repair that may be required to get our trucks safely up to and on to the job site from adjacent public streets.
2. Topping Slab design, reinforcement and placement
3. Grade Spandrels
4. Street cleaning
5. Dedicated Certified Flagmen
6. Unknown tariffs increase.
7. Temporary Stair railings / Cable railings / Handrails / Cast-in items for other trades
8. NO Penetrations of any kind or size are allowed through the DTs during Fabrication. All Penetrations are to be field cut in the DT Flanges once approved by the Precast Engineer.
9. Openings smaller than 12" x 12" will be Field Cut by Others once approved by the Precast Engineer.
10. Caulking, sealing or waterproofing / Grouting of vertical joints
11. Final clean-down of products, unless soiled by LP or erector's forces
12. Any precast products such as splash blocks, wheel bumpers, trash receptacles, etc.
13. Expansion joint materials / any U.L. labels for the precast members
14. Galvanizing or epoxy coating of mesh or reinforcing steel
15. Stainless steel embeds and connections
16. All walls that retain earth shall be cast in place by others
17. Any fines or penalties incurred by LP or its erector due to the Contractor's failure to maintain a safe jobsite will be the responsibility of the Contractor.
18. Footings, piers, caissons, etc. and dewatering of such that are required to support the precast members manufactured by LP will be supplied and performed by others.
19. Testing of welds at the jobsite, and the precast embedded items will be by others.

General Notes:

1. Contractor agrees to immediately notify LP in writing of any deficiencies in LP's products requiring remedial fieldwork. If the deficiency is determined to be the fault of LP, then LP will repair the work with our own forces. Without exception, no back charges will be accepted unless LP issues prior written authorization.
2. LP will not be liable for delays in the fabrication and/or delivery of material beyond its control, which results, without limitations from fire, labor disputes/difficulties, transit loss or damage, non-availability of supplies from usual sources, and acts of God.
3. LP will make every reasonable effort to meet agreed upon schedules but does not accept liability for any liquidated damages that may be assessed to the project.
4. LP specifically reserves the right to object to any and all terms and conditions of the Subcontract presented to it in conjunction with this Bid Proposal. LP will notify the Contractor within a reasonable amount of time after such document is presented, of any modifications required to the terms and conditions contained therein.
5. If DT stems are required ONLY 3" x 5" Sleeves will be permitted through the DT Stems based upon approved and agreed upon locations.



6. LP requires a redacted copy of the prime contract before we will execute a subcontract.

Insurance:

1. Pricing is based on the following insurance coverages
 - a. General Liability: \$1,000,000.00
 - b. Automobile: \$1,000,000.00
 - c. Workers' Comp.: \$1,000,000.00
 - d. Excess Liability Umbrella: \$5,000,000.00
 - e. Professional Liability: \$1,000,000.00

Payment Terms:

1. Payment in installments for the value of the work shall be made by the Contractor to LP in Brookshire, Texas on or before the 30th day of the month following submission on the 20th day of the preceding month of the Contractor's application for a progress payment covering work described in such application.
2. Payment shall include not only materials delivered to the jobsite but shall **also include the price of all precast concrete products cast and stored in LP's yard as well as progress drawings for D&E** designated for use in the performance of this work. for monthly progress payments shall include certification of the quantity cast and the amount owed for products cast and stored in LP's plant.
3. **Payment shall be made whether the Contractor is paid.**
4. **Final payment including retainage shall be remitted by the Contractor to LP within thirty- (30) calendar days following substantial completion of the precast erection. Substantial completion of the precast erection is hereby defined as 180 calendar days after the last piece of precast concrete is erected.**

We are looking forward to the opportunity of working together on this project. Should you have any questions, concerns or comments, please feel free to contact us.

Sincerely,

Hussein Sinjari

Hussein Sinjari
Vice President

IN PROCESS

Broaddus Construction LLC
1301 S Capital of Texas Hwy, Suite A-302
Austin, Texas 78746
Phone: (512) 306-7975

Project: 25004 - Edinburg Parking Garage
201 N. Closner Blvd
Edinburg, Texas 78539

Prime Contract Potential Change Order #002: PCO #002 - Limited Soil Remediation and Removal of Four (4) Ghost Underground Storage Tanks (UST's)

TO:	City of Edinburg 602 W. University Drive Edinburg, Texas 78539	FROM:	Broaddus Construction LLC 1301 S. Capital of Texas Hwy Suite A-302 Austin, Texas 78746
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	25004 - Edinburg Parking Garage
REQUEST RECEIVED FROM:	Samuel Giard (Broaddus Construction LLC)	CREATED BY:	Samuel Giard (Broaddus Construction LLC)
STATUS:	Pending - Not Proceeding	CREATED DATE:	11/21/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	30 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$49,953.40

POTENTIAL CHANGE ORDER TITLE: PCO #002 - Limited Soil Remediation and Removal of Four (4) Ghost Underground Storage Tanks (UST's)

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This potential change order includes labor, material, equipment and supervision required to complete the following:

- 1) Contract JF Petro to perform TCEQ notification, properly dispose of four UST's, conduct soil and/or groundwater testing (removal and hauling of contaminated soil is not included, and will be determined through TCEQ testing procedures.
- 2) Mix soil on South side of Jobsite (area approximately 90' x 130' x 3.5' depth at the direction of City of Edinburg) with in-situ soil located directly to the North at a 1:1 ratio. Refer to attached drawing showing subjected area. Broaddus assumes mixing at a 1:1 ratio will meet disposal requirements of City of Edinburg landfill.
- 3) Extended Supervision associated with a thirty (30) calendar day time extension, beginning on 11/15/25 and ending on 12/15/2025. Broaddus assumes the above work shall begin on 12/3/25 after acquiring City Council approval.

Through the TCEQ Process, and after acquiring additional Environmental Testing results, Broaddus reserves the right to adjust the actual calendar day duration (and associated general conditions) based upon how the project is actually impacted, after receiving City Council Approval.

Exclusions:

Any Costs for Removal and hauling of contaminated soil, if determined through TCEQ testing procedures
Any Costs for Additional 3rd party testing above and beyond TCEQ's standard testing requirements
Any costs for Additional soil mixing required beyond 1:1 mixing ratio

ATTACHMENTS:

#	Budget Code	Description	Amount
1	31-0000.S EARTHWORK & SITE IMPROVEMENTS, UTILITIES, PARKING SURFACE STRIPING, SITE DEMOLITION	Earthworks Mixing of Soil	\$13,117.00
2	02-5600.S WASTE REMOVAL / UST REMOVAL	JF Petro	\$12,494.23

#	Budget Code	Description	Amount
3	01-3110.GC GENERAL CONDITIONS	Extended Supervision (30 days @ \$701.02/calendar day)	\$21,030.60
Subtotal:			\$46,641.83
Builders Risk (1.00% Excludes Cost Code (13)):			\$466.42
General Liability (1.50% Excludes Cost Code (12)):			\$699.63
Bond (1.35% Applies to All Line Items):			\$629.66
Fee (3.25% Applies to All Line Items):			\$1,515.86
Grand Total:			\$49,953.40

Rodolfo R. Molina (Milnet Architectural
Services, PLLC)
608 S. 12th Street
McAllen, Texas 78501

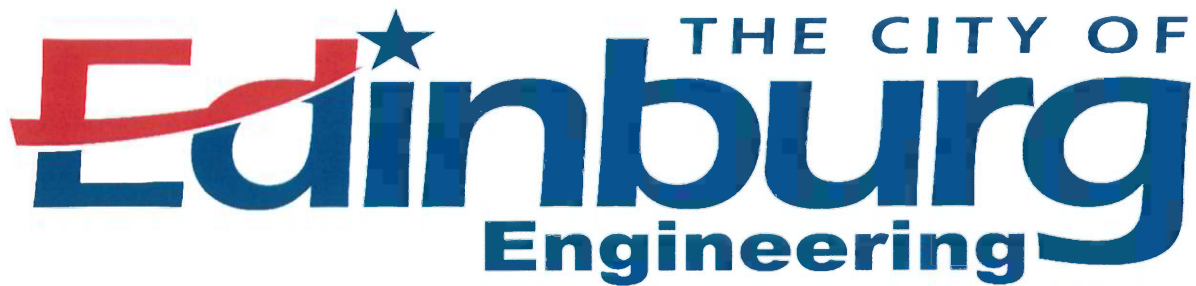
City of Edinburg
602 W. University Drive
Edinburg, Texas 78539

Broaddus Construction LLC
1301 S. Capital of Texas Hwy Suite A-302
Austin, Texas 78746

 11/21/25
SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



November 14, 2025

Mr. Joseph Gonzalez
Broaddus Construction
204 E. Cano St. Ste. 2.109
Edinburg TX, 78539

RE: Stop Work Order for Downtown Parking Garage

Dear Mr. Gonzalez,

The purpose of this letter is to formally notify you that, effective immediately, the City of Edinburg is issuing a Stop Work Order for construction activities associated with the Downtown Parking Garage Project. As you are aware, your crew uncovered four (4) underground storage tanks (USTs) within the project limits. The presence of these tanks raises potential environmental and public safety concerns, including the possibility of contamination that may require assessment and remediation in accordance with Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank program regulations.

This Stop Work Order is limited to the portion of the site impacted by the discovery. If there are areas of the project unaffected by the USTs and where work may safely proceed, the City will provide separate written direction.

Please acknowledge receipt of this notice.

The City appreciates your cooperation in ensuring compliance with environmental regulations and maintaining the safety of personnel and the public. Additional information will be provided as soon as environmental findings are available.

If you have any questions, please do not hesitate to call me at (956) 388-8211.

Sincerely,

 Digitally signed by Mardoqueo Hinojosa
Date: 2025.11.14 13:12:43-06'00'

Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer

2GS LLC dba,

EARTHWORKS

E N T E R P R I S E

CO PROPOSAL 1

P.O. Box 595 Penitas, TX. 78576

PROJECT:	Edinburg Downtown Parking Garage				
CUSTOMER:	Broadus Construction	DATE PREPARED:	11/21/25		
LOCATION:	Edinburg, TX.				
ITEM	DESCRIPTION	Unit	QTY	UNIT COST	TOTAL COST
Mix 3.5 Feet of Existing Soil					
1	Equipment and Labor to Mix 3.5 Feet of Soil	LS	1	\$13,117.00	\$13,117.00
	Soil Mixer				
	Motor Grader				
	Front End Loader				
TOTAL				\$13,117.00	

Approved By: _____

Signature: _____ Date: _____

PSI JF Petro Group, Inc

Date: 11/14/2025

Southwest Regional Office; JF Petroleum Group, 3702 S Expressway 281, Edinburg Texas
78542 Office: 956-686-9582

Customer/ Work Site:

City Of Edinburg
201 N Closner
Edinburg, TX

Attn:

We are pleased to quote the following installation for your consideration.

Scope of work:

- to provide customer with TCEQ construction notifications forms for submission
- to secure (4) Steel underground storage tanks labeled as ghost tanks. Each tank estimated to be 400-500 Gallons/ Single Wall Steel Material
- to remove any soils from over and around the tanks
- Tanks have been excavated by the site GC.
- all removed soil will be stockpiled on 6 mil plastic on the side for GC disposal
- to wash and rinse tank with encapsulating solution
- to properly dispose of the rinse solution
- to load UST's with a backhoe ,to transport and properly dispose of tanks and obtain certificate of destruction
- to assist environmental company in retrieving soil samples and provide customer with soil test results.
- to clean area that was used to secure the UST's
- to provide customer with TCEQ required forms for customer submission

Exclusions:**Items, which are not part of this proposal:**

1. Excavation and disposal of water
2. No construction permits included, to be obtained by GC.
3. No backfill material included in this proposal.
4. No finish concrete work is included in this proposal
5. Disposal of any liquid over 3 inch in tanks
6. No Site Remediation, No hauling or disposal of contaminated soil from job site is included in this proposal
7. No Excavation work or disposal of water/rock is included in this proposal
8. No excavation of tank hole is included in this proposal
9. No environmental remediation or cleanup is included in this proposal
10. Removal of concrete in bottom of tank hole if present

Pricing:
No Tax Included/ Tax Exempt

\$\$12,494.43

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF (\$12,494.43) (the "Agreement Price") which does not include applicable sales tax.

This is notification that this agreement is a separate contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

Progressive billings shall be made by PSI JF Petro Group, Inc. and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for purpose of convenience or coordination shall be considered "delivery" for billing purposes.

PAYMENT SCHEDULE:

Payment due upon signing of contract (20%of cost)			\$
Payment due upon completion of the tank			\$
Payment due upon ½ electrical installed			\$
Payment due upon completion of electrical			\$
Payment due upon shipping of Veeder Root equipment			\$
Payment due upon shipping of Gasboy dispenser			\$
Payment due upon shipping of Fleet Management System			\$
Payment due upon setting of tank & piping			\$
Payment due upon completion			\$
Applicable Taxes	\$		
Project Total:		\$	

-BuyBoard #772-25

-Sourcewell Memeber #081524-JFA

1.

PAYMENT TERMS:

Progressive billings shall be made by JF Petroleum Group and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for purpose of convenience or coordination shall be considered "delivery" for billing purposes.

Payment terms are DUE UPON DELIVERY OF INVOICE unless otherwise specified in contract bid. Finance charges will be applicable. Financing charges of 1 1/2 % per

month on past due accounts and also reasonable attorney fee in the event of default by either party will be charged.

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work, and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued document. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK: Seller shall include said company or its particular division, subsidiary or affiliate performing the Work as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional work ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the Work on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said Work. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of Seller's work. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT: a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and net 30 days on completion of services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required on all installation agreements. Invoices are due and payable in McAllen, Hidalgo County, Texas to Petroleum Solutions, Inc. DBA JF Petroleum Group, P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired. d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired. All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. **Bill & Hold Arrangement - Bill & Hold** is a service offering JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. SCHEDULING OF WORK: The services set forth in Seller's proposal above and Purchaser's acceptance will be accomplished in a timely, workmanlike and professional manner by Seller's personnel. If Seller is required to delay commencement of the Work or if, upon embarking upon its Work, Seller is required to stop or interrupt the progress of its Work as a result of changes in the scope of the Work requested by Purchaser, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Seller, additional charges shall be applicable and payable by Purchaser.

6. ACCESS TO SITE: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work. Seller shall take reasonable measures and precautions to minimize damage to the Site and any improvements located thereon as the result of its Work or the use of its equipment; however, Seller has not included in its fee the cost of restoration of damage which may occur. If Purchaser desires or requires Purchaser to restore the Site to its former condition, upon written request, Seller will perform such additional work as is necessary to do so and Purchaser agrees to pay to Seller for the cost.

7. PURCHASER'S DUTY TO NOTIFY SELLER: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.

8. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, cleanup costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this Agreement that such work will be rendered in accordance with good commercial practice for a limited period of ninety (90) days from the date of Seller's completion of such work, unless otherwise required by applicable law or unless amended by an instrument in writing signed by the parties; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). THIS LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT THE PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON THE EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT), PURCHASER MAY RECOVER FROM SELLER DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.

c. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys' fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

d. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

e. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

f. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

g. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Purchaser shall maintain general liability, completed operations and builder's risk insurance, and shall meet financial responsibility requirements of federal and state storage tank regulations sufficient to protect against claims that may arise under this agreement. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.

h. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or assume any responsibility for Purchaser's business operations.

i. SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.

j. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.

9. RELATED WORK:

a. Labor, materials and outside services for electrical, concrete, asphalt, water, sewer and natural gas work are not included in this agreement unless specified. Anchors, foundations, footings and cathodic protection are not included in this agreement unless otherwise specified. If concrete slabs are placed and finished under this agreement, the Seller shall not be responsible for the slab if such slab is not protected from traffic by Purchaser for at least a minimum of seven (7) days.

b. Seller has not included in this bid any removal or disposal of contaminated soils. If contaminated soils exist on the Site, Purchaser will be advised and a supplemental fee agreed upon for the removal and disposal of such contaminated soils will be charged. No soil or water sampling is included in this proposal, unless otherwise stated.

c. Any electrical work expressly provided by Seller is regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints. TECL # 18579 (PSI) TECL # 30139 (JF PETRO).

10. EXCAVATION: Installation is based on normal and stable soil conditions. In the event any underground structures, cables, electrical conduits, piping, storm sewers, debris, rock, environmental contamination, concrete foundations, water, running sand, caving walls, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the agreement, Seller shall not be held responsible and the Purchaser shall bear and agrees to pay any additional costs associated therewith. Additional cost or expense incurred by Seller resulting from conditions described above shall be borne by the Purchaser and shall include Seller's labor, material, equipment costs and overhead costs plus a reasonable markup as determined by Seller at its sole discretion. Log boring of the excavation site is not required of Seller under this agreement, except when a specific amendment is attached to the body of this agreement. This quotation is based on the walls of the excavation being vertical. If it is necessary for any reason to slope banks of the excavated area where the tanks are to be installed Purchaser agrees to pay an additional charge for excavation and extra backfill material. If any underground hazards listed above are encountered the Purchaser will be notified and will inspect the site and give the Seller written notice of his inspection results and will include the order to proceed. If it becomes necessary for Seller to abandon the site of excavation due to incurable excavation problems, contamination or notice not to proceed by the Purchaser, expenses to date covering the work completed, tear down and removal of materials and equipment, and restocking charge for material ordered will be borne and shall be paid by the Purchaser. All finish grades are to be established and verified by the Purchaser.

11. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

12. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty as provided under Paragraph 8(b) of this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser or its agent shall furnish a state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained in writing by Purchaser.

13. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. HARDWARE/ SOFTWARE COMPATIBILITY: In connection with this agreement, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine startup and programming. If on startup, it is discovered that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be held harmless from any resulting delays in completion of the work, and shall be entitled to full payment of the Agreement Price. In the event Purchaser discovers that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, and more than thirty (30) days from the date of Seller's completion of such work have not elapsed, Purchaser shall immediately notify Seller, within seven (7) calendar days from the date of such discovery(ies). Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours. If additional configuration is needed and timely notification is given to Seller as provided under this agreement and if Seller conducts the additional configuration or upgrading, Purchaser shall immediately compensate Seller for the labor and material required to make the system functional.

16. ADMINISTRATIVE PROVISIONS:

a. Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes.

b. Record keeping. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

c. Contingencies. Seller shall be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by Purchaser or a third party or by and act of God, war, civil disturbance, fire, flood, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including failures and fluctuations in electrical power, heat , light , or telecommunications, and such nonperformance shall not be a default hereunder, or grounds for termination of this agreement. In no event shall an event of force majeure excuse the Purchaser from making any payment due hereunder.

d. Seller may take photographs (electronic and still) and video recording of all aspects of excavation and installation.

17. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

18. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

19. ARBITRATION. THE PARTIES FURTHER AGREE AS FOLLOWS:(a) UPON WRITTEN NOTICE BY SELLER OR PURCHASER TO THE OTHER, ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE CONSTRUCTION INDUSTRY ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS SELLER AND PURCHASER, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, SEIZURE AND/OR FORECLOSURE) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND ARBITRATION COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(o) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN HIDALGO COUNTY, TEXAS.

THE PARTIES MAY AGREE IN WRITING TO USE A DIFFERENT ARBITRATION GROUP BESIDES THE AMERICAN ARBITRATION ASSOCIATION.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF PETROLEUM SOLUTIONS, INC.'S SIGNATURE BELOW.

PSI JF Petro Group, Inc

By:  _____

Print Name: Julio Garza (956) 670-6904

Title: Sales Representative

Date: 11/14/2025

ACCEPTED FOR: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

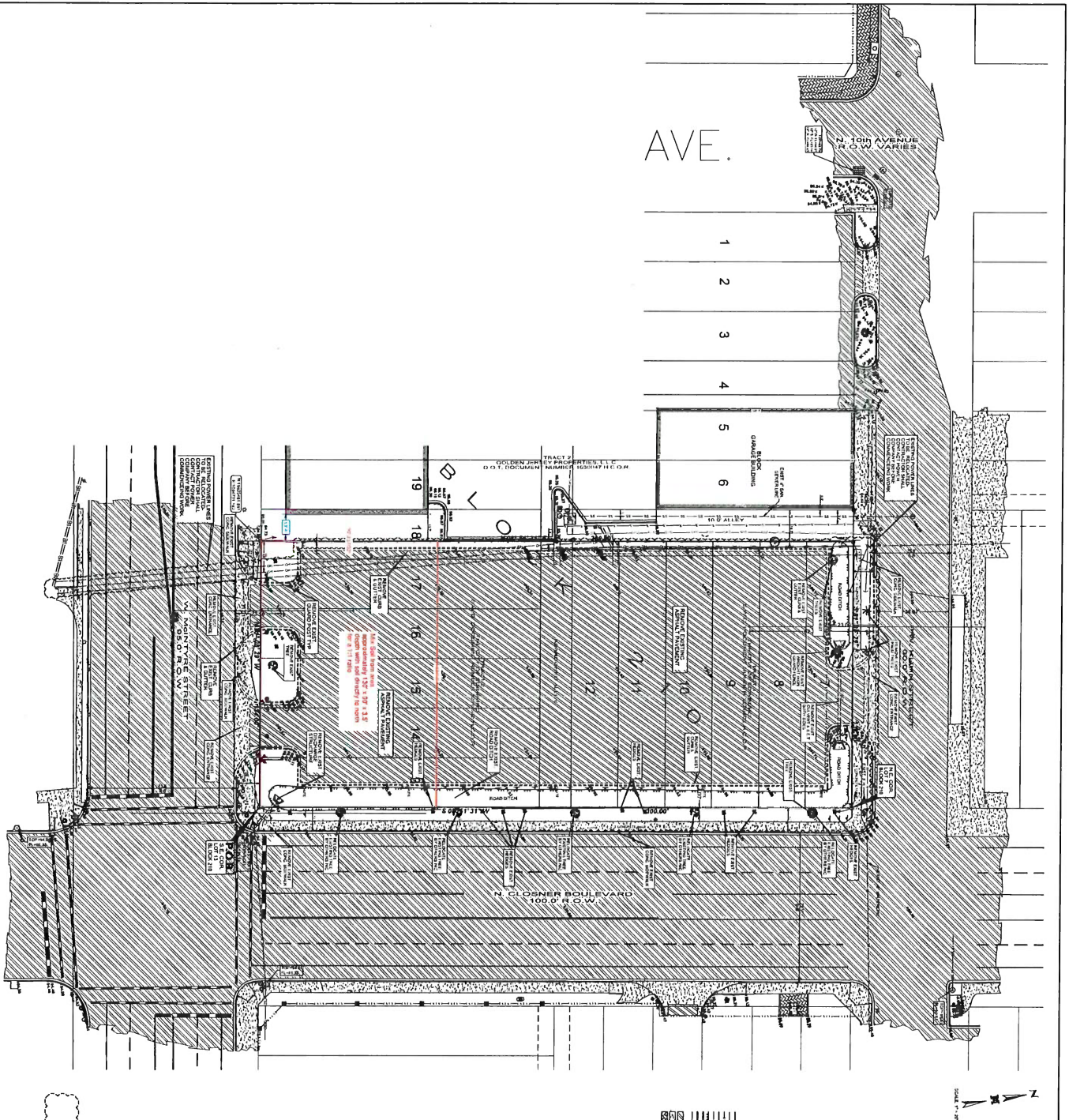
PROPOSAL NO. xxxxxxxxx

Broaddus Construction
General Condition Daily Rate Breakdown as of 11/20/2025

	Monthly Rate	Daily Rate
Project Manager (Allocated for 1/3 Time)	\$ 4,337.67	\$ 144.59
Superintendent	\$ 15,895.00	\$ 529.83
Field Office Support Staff (Allocated 1/3 Time for Scheduling, Accounting)	\$ 798.00	\$ 26.60
Total	\$ 21,030.67	\$ 701.02

Notes/Clarifications

- 1) Project Manager Rate from RFQ, allocated at 33% to Project
- 2) Superintendent Rate from RFQ, allocated at 100% to Project
- 3) Field Office Support Staff rate from RFQ, allocated at 33% to Project



LEGEND
 TO BE REMOVED
 FROM SITE

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EDINBURG & HUNT
 ARCHITECTS
 1000 N. MOORE STREET
 SUITE 100
 EDINBURG, TEXAS 78541
 TEL: 409.388.1234
 FAX: 409.388.1235
 WWW.EDINBURGANDHUNT.COM

EDINBURG DOWNTOWN PARKING GARAGE CITY OF EDINBURG

PROJECT NUMBER
 25087

DATE
 10/22/2025

ISSUE
 FOR CIP

SHEET NAME
 EXISTING SITE

SHEET NUMBER
 C100







CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.E.

Repair of 336FL Excavator, Unit 1147

1. Agenda Item:

Consider Authorizing the Expenditure for the Repair of Unit 1147, 336FL Excavator, by Holt Caterpillar of Edinburg, Texas in the Amount of \$69,399.48. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

A malfunction was reported by the operator of Unit 1147, and as part of our maintenance response SOP, our Fleet Services Mechanic conducted a visual inspection of the unit and recommended that the dealer Holt conduct a more thorough inspection to determine the full extent of the damage. Holt's assessment established that the motor was wasting a significant amount of oil, and at the time of diagnostics, the engine seized up the pistons requiring a complete engine repair.

This unit is our Type IV Landfill's excavator that works in conjunction with our Articulated Off-Road Dump Trucks used in earthen cell construction, land cleaning, storm water ditch cleanup and in daily intermediate and final soil cover placement. This equipment facilitates the need to meet our current permit operational and contractual obligations in regards to construction, cleaning and waste cover placement as mandated by the Texas Commission on Environmental Quality and our current operating permits. Although we utilize another excavator as our primary loading unit, this unit allows for our primary unit to be taken offline for maintenance and repairs and will also offer extended equipment down time. The loss of Unit 1147 leaves us without effective alternatives for either of our sites and has a detrimental effect on our operations. Same as discussed during our budget process, the Landfill is required by permit and mandated by the Texas Commission on Environmental Quality (TCEQ) and the industry's best operating practices to have equipment of adequate size, capacity, and quantity available at all times in order to properly and safely operate the landfill and maintain compliance with regulatory mandates.

If approved, repairs are estimated to be completed within 60 to 80 days from issuance of the purchase order.

Staff has verified that no monies are owed to the City by Holt Caterpillar.

Funding is available through the FY 2025-2026 Solid Waste Management Fund Operating Budget, Contractual, Machines & Equipment.

As our landfill continues to grow, and we continue being a viable solution for disposal in the valley, the need to safeguard our operation is essential. Maintaining equipment of adequate size, capacity, quantity, and with warranty safeguards, to lessen operational repair costs such as these, will remain a part of that need; one that we will continue to address as it becomes necessary.

3. Staff's Recommendation:

Approve Authorizing the Expenditure for the Repair of Unit 1147, 336FL Excavator, by Holt Caterpillar of Edinburg, Texas in the Amount of \$69,399.48.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Holt Cat Quote



Edinburg North - Machine
10701 US 281 NORTH
EDINBURG, TX 78541

CITY OF EDINBURG SOLID WASTE
ATTN FINANCE DEPT-A/P PO BOX 1079
EDINBURG 78540-1079

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0261449	TOMAS ENRIQUEZ	956 381 5635		
QUOTE NO.	P.O. NO.	DATE	EMAIL	
245493		10/9/2025 12:00:00 A	tenriquez@cityofedinburg.com	
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	336FL	0TZA00223	1147	16898
NOTES				
QUOTE IF BEFORE TEARDOWN AND ANY ADDITIONAL PARTS OR SERVICE NEEDED TO COMPLETE REPAIR WILL BE DISCUSSED WITH CUSTOEMR AND ADDENDUM PROVIDED				

SEGMENT: PS APPLY PRODUCT SUPPORT PROGRAM (617 7755)
NOTES:

Misc

Item No	Qty	Description	Unit Price	Ext Price
PS	1	HOLT ENGINE SUPPORT	-9,000.00	-9,000.00

Total Misc: -9,000.00

Segment PS Total : -9,000.00

SEGMENT: 00 CLEAN MACHINE (070 7000)
NOTES:

Labor

Item No	Qty	Description	Unit Price	Ext Price
FLD	8	LABOR	209.00	1,672.00

Total Labor: 1,672.00

Labor Summary

Segment 00 Total : 1,672.00

SEGMENT: 01 REMOVE AND INSTALL RADIATOR (010 1353)
NOTES:

Labor

Item No	Qty	Description	Unit Price	Ext Price
SJS	14		209.00	2,926.00

Total Labor: 2,926.00

Labor Summary

Segment 01 Total : 2,926.00

SEGMENT: 02	REMOVE AND INSTALL ENGINE (010 1000)			
	NOTES:			
	12131.54/USD	FULL CORE CHARGE		
	12131.54/USD	FULL CORE REFUND		
	6063.88/USD	DAMAGED CORE REFUND		

Parts

Part No	Qty	Description	Unit Price	Ext Price
11R0037	1	ENGINE AR-CO	44,667.82	44,667.82
DAMAGE	1	DAMAGE CORE CHARGE	6,067.66	6,067.66

Total Parts: 50,735.48

Labor

Item No	Qty	Description	Unit Price	Ext Price
SJF	30		209.00	6,270.00

Total Labor: 6,270.00

Labor Summary**Misc**

Item No	Qty	Description	Unit Price	Ext Price
MISC	1	MISC FLUIDS, FILTERS, S+H, FREGHT, ETC.	2,500.00	2,500.00

Total Misc: 2,500.00

Segment 02 Total : 59,505.48

SEGMENT: 03	SALVAGE ENGINE (005 1000)			
	NOTES:			
	TRASNFER PARTS FROM OLD ENGINE TO NEW AS NEEDED OR			
	REPLACE			

Parts

Part No	Qty	Description	Unit Price	Ext Price
PARTS	1	HARDWARE, ADDTNL PARTS	5,000.00	5,000.00

Total Parts: 5,000.00

Labor

Item No	Qty	Description	Unit Price	Ext Price
SJS	20	TRANSFER COMPONENTS	183.00	3,660.00

Total Labor: 3,660.00

Labor Summary

Segment 03 Total : 8,660.00

SEGMENT: 04 CLEAN AND INSPECT RADIATOR (571 1353)
NOTES:

Parts

Part No	Qty	Description	Unit Price	Ext Price
PARTS	1	MISC PARTS FOR RADIATOR	500.00	500.00

Total Parts: 500.00

Labor

Item No	Qty	Description	Unit Price	Ext Price
SJS	8	LABOR	183.00	1,464.00

Total Labor: 1,464.00

Labor Summary

Segment 04 Total : 1,964.00

SEGMENT: 05 REPLACE HOSES & LINES (510 7554)
NOTES:

Parts

Part No	Qty	Description	Unit Price	Ext Price
HOSES	1	HOSES & LINES	2,000.00	2,000.00

Total Parts: 2,000.00

Labor

Item No	Qty	Description	Unit Price	Ext Price
FLD	8	LABOR	209.00	1,672.00

Total Labor: 1,672.00

Labor Summary

Segment 05 Total : 3,672.00

Total Segments: 69,399.48

SUB TOTAL (BEFORE TAXES) 69,399.48

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME: _____ from start date

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, Authorized Name _____ Please Print.

Date _____/_____/_____.

Signature

Any Questions? Please Call Felix Salazar at 956.292.7939.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.F.

Consider Authorizing the Purchase from Professional Turf Products, LP

1. Agenda Item:

Consider Authorizing the Purchase of One Toro Reelmaster Fairway Mower 3555-D/3575-D as Item from Professional Turf Products, LT. for Los Lagos Golf Course in the amount of \$77,615.36. [Javier Garza, Director of Parks and Recreation]

2. Description:

City staff is requesting a mower for the Los Lagos Golf Course to replace an aging mower with mechanical issues. The new mower will be beneficial to maintain the fairways on the golf course.

Staff solicited quotes from three vendors for a commercial fairway mower. The quotes received were as follows:

1. Greenside Equipment - \$68,467.56
2. Professional Turf Products, LT - \$77,615.36
3. Unite AG & Turf - \$88,640.32

After reviewing the quotes received, staff recommends awarding the purchase to Professional Turf Products, LT. The proposed Toro Reelmaster mower from Professional Turf Products, LT, while being the second lowest quote at \$77,615.36, is a high-quality, durable model with reliable parts availability, ensuring a longer operational lifespan and better support. This product offers unique or essential design/performance features that meet the operational needs and long-term value requirements of the department, which the alternative products could not.

The quote from Greenside Equipment, while being the lowest at \$68,467.56, was determined to be insufficient to meet the department's needs. Key concerns with the lowest quote include quality and the likelihood of parts being obsolete, which would result in significant maintenance challenges and potential downtime in the future.

Funding is available through the FY 2025-2026 Capital Outlay, Los Lagos Golf Course Fund. The Toro Reelmaster will be received within 30 days upon Council approval.

3. Staff's Recommendation:

Approve Authorizing the Purchase of One Toro Reelmaster Fairway Mower 3555-D/3575-D as Item from Professional Turf Products, LT.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Rebecca Salinas,
Administrative Assistant

Attachments:

- A. Consent Agenda Reelmaster

WRITTEN PRICE QUOTATION

VENDOR: <u>Unite AG & Turf</u> <u>John Deer</u> PERSON CONTACTED: <u>Charlie Thames</u> <u>Charliethames@unitedagt.com</u> AMOUNT QUOTED: \$8,864.32 88,1040.32 PHONE #: <u>830.693.6477</u> TIME/DATE: <u>10/22/2025</u> <u>AM</u> <u>PM</u> <u>12:45</u>	VENDOR: <u>Professional Turf Products</u> <u>Toro</u> PERSON CONTACTED: <u>Mike Heard</u> <u>Hearm@proturf.com</u> AMOUNT QUOTED: <u>\$77,615.36</u> PHONE #: <u>817.785.1900</u> TIME/DATE: <u>10/23/2025</u> <u>AM</u> <u>PM</u> <u>1:02</u>	VENDOR: <u>Greenside Equipment</u> PERSON CONTACTED: <u>Patrick Fillian</u> <u>Patrick.fillian@greensidetx.com</u> AMOUNT QUOTED: <u>\$68,467.56</u> PHONE #: <u>512.962.0571</u> TIME/DATE: <u>10/17/2025</u> <u>AM</u> <u>PM</u> <u>4:35</u>
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REQUESTED BY: William Walls - Golf Course Manager

DATE: 10/29/2025

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES
1	1	Commercial Fairway mower : most comperabel to
1	1	WIDTH OF CUT 100" +
1	1	22" CUTTING UNIT: 8-BLADE & 11-BLADE
1	1	5 Cuttin Units
1	1	Shipping

UNIT	Price	UNIT	Price	UNIT	Price
John Deere 7700A Precisioncut Fairway Mower	\$88,640.32	Reelmaster 3555-D/3575-d	\$77,615.36	LF 570 Fairway Unit 4WD	\$68,467.56
Estimated Shipping	\$0.00	Estimated Shipping	\$0.00	Estimated Shipping	\$950.00
(Included)		(Included)			
GRAND TOTAL	\$88,640.32	GRAND TOTAL	\$77,615.36	GRAND TOTAL	\$69,417.56

COMMENTS: While Greenside Equipment had a cheaper price, we have worked with ProfessinAL TURF Product golf for many years and have a great product that is better suited for us.



Professional Turf Products, L.P.

1010 North Industrial Blvd.

Eules, Texas 76039

Professional Turf Products

(817) 785-1900

sales@proturf.com



Count on it.



Ship To	Los Lagos Golf Club	Date:	10/23/2025
Bill To	BUYBOARD 706-23	Tax Rate	
Contact	Felipe Flores	Destination	
Address	1720 S. Raul Longoria Rd., Edinburg, TX 78542	Trade-In	
Phone		Finance	
Email		Account Type	ADD ON
Comments:		QMS: ID	194214

Proposal

Qty	Model #	Description	Unit	Extended
1	03821	Reelmaster 3575-D	\$ 53,125.45	\$ 53,125.45
5	03641	22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel Edgeseries	\$ 4,564.86	\$ 22,824.30
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)	\$ 696.07	\$ 696.07
1	30669	Universal Sunshade, White	\$ 849.01	\$ 849.01
1	30090	400 Hour MVP Filter Kit	\$ 120.53	\$ 120.53
		Reelmaster 3575-D		\$ 77,615.36

SubTotal	\$	77,615.36
Destination Tax (Not Included)		INCLUDED
TOTAL	\$	77,615.36

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.

TORO

Reelmaster® 3555-D/3575-D

FAIRWAY MOWERS

FEATURES

- **Productivity** – The three wheel design is highly maneuverable. Smooth, turf-friendly tires reduce the potential for turf tear. The 100 inch (2.5 m) cutting width in combination with up to a 7 mph (11.3 km/h) mowing speed make the 3555-D and 3575-D fast and effective.
- **Superior Traction** – The Series/Parallel 3-wheel drive system provides power to at least two wheels at all times. The result is impressive traction in hilly and wet conditions with minimal wheel slip so it's also gentle on the turf.
- **Efficiency** – Powered by a 24.8 hp (18.5 kW) Tier 4 compliant Kubota® diesel engine, these Reelmaster models provide plenty of power to climb hills, even while operating groomers and rear roller brushes, yet it uses less fuel per acre than other standard fairway mowers.
- **Simplicity** – The Reelmaster 3555-D and 3575-D utilize a common platform design with other Toro mowers which can improve operator and technician efficiency.
- **Lightweight Design** – With a weight that is 20 percent lighter than a comparably equipped Toro 4-wheel drive fairway machine, the Reelmaster 3555-D and 3575-D provide the ideal combination of turf friendliness and productive performance.
- **Outstanding Quality of Cut** – Dual Precision Adjustment (DPA) cutting units – featuring Toro's all new EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.

Performance you expect, in a size you didn't.

Introducing the all new Toro Reelmaster 3555-D and 3575-D (5 and 7 inch reel) fairway mowers. Productivity, efficiency, simplicity, 100 inch cutting width (2.5 m) and lighter weight all packed into a compact chassis. These new Reelmaster models were designed to be over 20% lighter, and much more compact than traditional Toro fairway mowers.

You get the performance you've come to expect from Toro, in a size that is not only highly maneuverable, but is also engineered to decrease turf compaction in sensitive areas. Both models feature a three-wheel design with smooth tires that increase maneuverability, which maximizes productivity, while also significantly diminishing the potential for turf tear. With a standard 3-wheel drive system, a low center of gravity, balanced weight distribution and a powerful 24.8hp engine, the Reelmaster 3555-D and 3575-D are engineered to deliver impressive hill climbing and hillside stability, even in wet turf conditions. Both the Reelmaster 3555-D and 3575-D take a full complement of fairway mowing attachments, including rear roller brushes, groomers, grooming brushes and grass baskets*. The new Reelmaster 3555-D and 3575-D, engineered to perform, designed not to leave a big impression on your turf.



EdgeSeries™ Reels

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*Verticals are not recommended for these mowers.

Call your Toro distributor at 800-803-8676

Reelmaster 3555-D/3575-D Specifications

REELMASTER 3555-D, MODEL 03820 / REELMASTER 3575-D, MODEL 03821	
ENGINE	Kubota® 3-cylinder, liquid-cooled diesel engine. 24.8 hp (18.5 kW) @ 3000 RPM. Engine governed to 3220 RPM high idle (± 50 RPM), 1400 RPM low idle (± 50 RPM). Displacement: 68.5 cu.in. (1123 cc). Peak torque: 57.2 lbs-ft @ 2200 RPM.
LUBRICATION	Pressurized lubrication system with 3.5 quarts (3.3 liters) capacity.
FUEL FILTER	10 micron spin-on filter with integral water separator.
COOLING	Aluminum side-by-side oil cooler/radiator. 8.5 fins per inch, wavy fin, non-louvered. 5.25 quart (4.9 liter) capacity.
FUEL TANK CAPACITY	7.5 gallons (28.3 liters), diesel fuel. Biodiesel-Ready for use up to 8-20 (20% biodiesel and 80% petroleum blend).
TRACTION DRIVE	Series/Parallel hydraulic traction circuit provides continuous 3-wheel drive, in mow and transport. Hydrostatic traction drive provides infinitely variable speed in forward and reverse. 6 gallon (23 liter) hydraulic system capacity.
GROUND SPEED	0-10 mph (0-16.1 km/hr) forward transport; 0-7 mph (0-11.3 km/hr) mow; 0-3.5 mph (5.6 km/hr) reverse.
TIRES	Three (3) 22x12-12, 4-ply, no tread tires. 12 PSI recommended pressure. (Optional turf tire)
MAIN FRAME	Formed steel, welded steel and steel tubing.
BRAKES	Hydrostatic service brake. Hand-operated parking brake.
STEERING	Power steering with tilt steering wheel.
GAUGES	Hour meter, fuel gauge, diagnostic lamp, cluster gauge with glow plug and charge indicator lights, and low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).
CONTROLS	Foot operated controls: Forward and reverse traction pedal, mow/transport speed limiter. Hand operated on control panel: Parking brake lever, ignition switch, engine throttle lever, LED headlight switch, on/off switch for cutting units, joystick for cutting unit lift and lower. Other controls: Steering wheel tilt control, reel speed control, backlap engagement lever.
ELECTRICAL & INTERLOCKS	Heavy-duty 12 V battery, 570 CCA; 40 amp alternator/regulator. Electronic control unit is microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal neutral, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.
REEL DRIVE	Hydraulic, open loop through oil cooler & filter. High efficiency pressure balanced gear type motors and pumps.
SEAT	Mechanical suspension standard.
DIMENSIONS	3555-D: Height: 79" (200 cm) Length: 105" (266 cm) Operational Width: 112" (284 cm) Transport Width: 91" (231 cm) 3575-D: Height: 81" (206 cm) Length: 105" (266 cm) Operational Width: 112" (284 cm) Transport Width: 91" (231 cm)
WEIGHT	3555-D: 1,655 lbs. (751 kg) with no cutting units. 2,280 lbs. (1,034 kg) with (5) 5" reels, 22" width, 8-blade cutting units. 3575-D: 1,755 lbs. (796 kg) with no cutting units. 2,550 lbs. (1,156 kg) with (5) 7" reels, 22" width, 8-blade cutting units.
SAFETY	ROPS Standard. Capable of traversing a 25° slope in any direction on dry grass, while mowing.
CERTIFICATION	Complies with ANSI B71.4-2012 and CE requirements. EN ISO 5395.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



Quote Id: 33552464

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
US

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
830-693-6477
marblefallsgolfjd@unitedagt.com

Prepared For:

LOS LAGOS GOLF CLUB



Proposal For:

Delivering Dealer:

Charlie Thames

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654

830-693-6477
marblefallsgolfjd@unitedagt.co
m

Quote Prepared By:

Charlie Thames
charliethames@unitedagt.com

22" CUTTING UNIT, 8-BLADE & 11-BLADE	
TYPE	Five hydraulically driven, balanced, DPA cutting Units. Frame precision manufactured, die-cast aluminum for increased strength, simple click adjustment maintenance.
SIZE	22" (56 cm) wide, 5" (12.7 cm) or 7" (17.8 cm) diameter.
WIDTH OF CUT	100" (2.54 m)
HOC RANGE	RM3555 – 8-Blade: 0.5" - 1.5" (13-38 mm), 11-Blade: 0.25" - 0.75" (6-19 mm) RM3575 – 8-Blade: 0.5" - 2.0" (13-51 mm), 11-Blade: 0.25" - 0.75" (6-19 mm)
REEL SPEED	5" reel 2350 (+/- 150) rpm max reel speed, 7" reel 1600 rpm max reel speed, at highest setting, 200 rpm max at low idle and lowest setting for backlapping.
BEDKNIFE ADJUSTMENT	Precision machined cutting units maintain levelness and hold adjustments. Dual Precision Adjustment (DPA) allows quick bedknife to reel adjustment.
ROLLERS	Wihle front roller and standard rear roller included. Optional front full and shoulder rollers, and short and long rear rollers available.
GRASS BASKETS	Optional baskets.

RM3555 – 5" (12.7 CM) CUTTING UNIT OPTIONS	
03487	22" (56 cm) 8-Blade DPA, RR Cutting Unit
03488	22" (56 cm) 11-Blade DPA, FSR Cutting Unit
03489	22" (56 cm) 11-Blade DPA, RR Cutting Unit
03484	End weight (for cutting units without attachments)

RM3575 – 7" (17.8 CM) CUTTING UNIT OPTIONS	
03638	22" (56 cm) 8-Blade DPA, RR Cutting Unit
03639	22" (56 cm) 8-Blade DPA, FSR Cutting Unit
03641	22" (56 cm) 11-Blade DPA, FSR Cutting Unit
03643	22" (56 cm) 11-Blade DPA, RR Cutting Unit
03405	End weight (for cutting units without attachments)

TRACTION UNIT ACCESSORIES	
121-7924	Tire – Turf Tread
03614	Golf Ball Guard
115-4754	myTurf Wireless Hour Meter Assembly

TRACTION UNIT SUNSHADE	
30669	Universal Sunshade - White
30671	Universal Sunshade - Red
03248	Switch Panel
03247	Operator Cooling Fan
138-2700	Worklights
138-2699	Beacon
138-2993	Wire Harness

22" (56 CM) DPA CUTTING UNIT ACCESSORIES	
03415	Flex Grass Basket Kit (front)
03416	Flex Compact Grass Basket Kit (rear) (127-8562-03 Reduced Width Step Kit required.)
131-6845	Groomer Rod Kit - Flex Baskets
107-3280	Rear Roller Scraper Kit
107-2993-03	Wihle Roller Scraper
110-1735	Comb/Scraper Kit
114-5412	Full Front Roller
110-9602-03	Full Front Roller Scraper
114-5404	Long Rear Roller Asm
114-5421	Shoulder Roller Asm
110-9609-03	Shoulder Roller Scraper
110-9600	High HOC Kit

BEDKNIFE OPTIONS	
107-0833	EdgeMax™
137-0832	EdgeMax Low Cut
108-9096	Standard
110-4084	Standard Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Standard Extended Low Cut
110-4074	HD Bedknife

RM3555 – 5" (12.7 CM) CUTTING UNIT GROOMER AND REAR ROTATING BRUSH OPTIONS	
03763	Universal Groomer
03772	22" (56 cm) Groomer Cartridge
03767	Groomer Brush Cartridge
03417	Universal Only Weight Kit
03658	5" (12.7 cm) Universal RRB Kit
03406	Rear Roller Brush ONLY Kit
03412	5" (12.7 cm) End Weight Kit
132-7125	Broomer Kit (for groomers)

RM3575 – 7" (17.8 CM) CUTTING UNIT GROOMER AND REAR ROTATING BRUSH OPTIONS	
03768	Universal Groomer
03772	22" (56 cm) Groomer Cartridge
03767	Groomer Brush Cartridge
03418	Universal Only Weight Kit
03659	7" (17.8 cm) Universal RRB Kit
03419	Universal w/RRB weight kit
03408	Rear Roller Brush ONLY Kit
132-7125	Broomer Kit (for groomers)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





JOHN DEERE

Selling Equipment

Quote Id: 33552464

Customer Name: LOS LAGOS GOLF CLUB

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
830-693-6477
marblefallsgolfjd@unitedagt.com

JOHN DEERE 7700A PrecisionCut Fairway Mower

Contract: Sourcewell Grounds Maint
112624-DAC (PG BT CG
76)

Suggested List *
\$ 116,632.00

Price Effective Date: October 22, 2025

Selling Price *
\$ 88,640.32

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
142JTC	7700A PrecisionCut Fairway Mower	1	\$ 90,256.00	24.00	\$ 21,661.44	\$ 68,594.56	\$ 68,594.56
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLINK™ Modem	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/Spanish)	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	\$ 22,608.00	24.00	\$ 5,425.92	\$ 17,182.08	\$ 17,182.08
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$ 1,983.00	24.00	\$ 475.92	\$ 1,507.08	\$ 1,507.08
1401	QA7 Cutting Unit ONLY Counterweights	1	\$ 515.00	24.00	\$ 123.60	\$ 391.40	\$ 391.40
9764	Canopy	1	\$ 931.00	24.00	\$ 223.44	\$ 707.56	\$ 707.56
9849	(5) 55.9 cm (22-in.) Rear Roller Scrapers (Solid) for QA5 or QA7 with 50.8 mm (2-in.) Smooth Rear Rollers	1	\$ 339.00	24.00	\$ 81.36	\$ 257.64	\$ 257.64
Standard Options Total			\$ 26,376.00		\$ 6,330.24	\$ 20,045.76	\$ 20,045.76
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 116,632.00		\$ 27,991.68	\$ 88,640.32	\$ 88,640.32

John Deere 7700A PrecisionCut™ Fairway Mower

KEY SPECS

Maximum rated horsepower	At 2800 rpm ISOC: 31 kWAt 2800 rpm ISOC: 41.6 hp
Drive pump	Tandem gear pump
Ground pressure	69 kPa10 psi
Throttle	Automatic controls with AutoPedal foot controls; manual control through TechControl display
Operator display	TechControl Display: Located on Command Arm; displays machine warnings, on-board electrical diagnostics; service timers on large easy to read screen; quick on the go settings for mow and transport speed; Turn Speed; LoadMatch™ and ON/OFF Cruise Control Use selection: all settings are pass code protected
Mowing speed	0-12.8 km/h0-8.0 mph
Cutting unit size	Quick Adjust QA7: 55.9 cm22 in.
Total width of cut	254 cm100 in.
Reel diameter	17.8 cm7 in.
Frequency of clip (FOC Reels) OR Blade tip speed (decks)	10 Blade: 1.06 mm/km/h10 Blade: 0.067 in./mph8 Blade: 1.33 mm/km/h8 Blade: 0.084 in./mph

ENGINE

Type	Direct Inject Turbocharged Diesel
Compliant emission regulation	United States and Canada Tier 4
Horsepower	Maximum rated horsepowerAt 2800 rpm ISOC: 31 kWAt 2800 rpm ISOC: 41.6 hp
Cylinders	Three
Displacement	1.568 L95.69 cu in.
Air cleaner	2-stage dry element
Fuel	Diesel up to B20 compliant
Cooling system	Liquid centrifugal pump; forward machine location for optimum cooling

VEHICLE

Traction drive	
Drive pump	Tandem gear pump
Cutting units drive	
Hydraulic system capacity	37.8 L10 U.S. gal.
Fuel tank capacity	60.6 L16 U.S. gal.
Steering	Hydraulic power with double acting steering cylinder
Front drive tires	26.5x14-12 turf
Steering tires	20x12X10-8 turf
Ground pressure	69 kPa10 psi
Brakes	Internal hydraulic wet disc brakes with dynamic braking through closed loop hydrostatic system
ROPS	Standard; meets ISO 21299 Standard

OPERATING WEIGHT

Cutting units lowered	1202 kg2650 lb
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CONTROLS

Throttle	Automatic controls with AutoPedal foot controls; manual control through TechControl display
Forward/reverse	2-pedal
Mower lift	One-touch single handle
Parking brake	Electric Switch on Command Arm for Internal Wet Disk Brakes
Seat	Suspension seat with seat belts and arm rest; fore/aft adjustment; weight and lumbar adjustment
PTO	Electric Switch on Command Arm
Ignition	
Work lights	
Tilt steering	Left Foot operated for easy adjustment

Operator display	TechControl Display: Located on Command Arm; displays machine warnings, on-board electrical diagnostics; service timers on large easy to read screen; quick on the go settings for mow and transport speed; Turn Speed; LoadMatch™ and ON/OFF Cruise Control Use selection: all settings are pass code protected
Storage	Cup holder; two-way radio; large operator storage located on left hand side of operator station
DIMENSIONS	
Height with ROPS	224 cm88 in.
Length	323 cm127 in.
Transport width	287 cm113 in.
Mowing position width	295 cm116 in.
Wheelbase	
Ground speed	Mowing0-12.8 km/h0-8.0 mphTransport0-18.5 km/h0-11.5 mphReverse0-6.4 km/h0-5 mph
CUTTING UNITS	
Number	Five
Size	Quick Adjust QA7: 55.9 cm22 in.
Total width of cut	254 cm100 in.
Height of cut	Ten-blade QA7: 6.3-50.8 mmTen-blade QA7: 0.25-2.0 in.Eight-blade QA7: 6.3-50.8 mmEight-blade QA7: 0.25-2.0 in.
Frequency of clip (FOC Reels) OR Blade tip speed (decks)	RollersFront and rear: 7.6 mm3 in.10 Blade: 1.06 mm/km/h10 Blade: 0.067 in./mph8 Blade: 1.33 mm/km/h8 Blade: 0.084 in./mph
Reel diameter	17.8 cm7 in.
Bedknife adjustment	
Backlapping	
SOUND LEVELS	
Operator ear full engine	
Operator ear reduced engine rpm (2300 rpm)	
Measuring standard	ISO 11201
Attachments installed	FTCs, reels engaged
FUEL ECONOMY	
Actual Fuel usage will vary depending on course conditions, operation, turf and fuel quality	25% load: 2.8 L/hr0.75 gph40% load: 4.32 L/hr1.14 gph50% load: 5.22 L/hr1.38 gph
WARRANTY	
Type	Two-year limited
CERTIFICATION	
Type	ANSI B71.4-2012.
ADDITIONAL INFORMATION	
Date collected	

QUOTE



DATE: October 17, 2025

QUOTE NUMBER: 1

QUOTE FOR

Los Lagos Golf Course

Attn: Felipe Florez

Feflores@cityofedinburg.gov

PREPARED BY

Patrick Fillian

Outside Sales Manager

512-962-0571

Patrick.fillian@greensidetx.com

DESCRIPTION	QUANTITY	LIST PRICE	EXTENDED PRICE (26% OFF MSRP) Buy Board
LF 570 Fairway Unit 4WD	1	\$86,968.00	\$64,356.32
7" 9K Reel	1	\$3,405.00	\$2,519.17
22" Deep Groove Aluminum Roller	1	\$421.00	\$311.54
Equipment Total	\$90,794.00	\$90,749.00	\$67,187.56
Assembly	2 hours @ \$165	\$330	
Local Delivery	1	\$950	
Sub Total			\$68,467.56
Sales Tax 8.25%			TE
TOTAL PRICE			\$68,467.56



(512) 291-3364

www.greensidetx.com

LF570

HIGH PERFORMANCE RIDE-ON REEL MOWER



The LF570 features a wet braking system integrated in the front wheel motors. These brakes eliminate the need for regular brake maintenance and extends the machine's lifespan.



Superior cutting capacity with up to 8 acres per hour at 8mph, ensure maximum productivity to get the job done.



Equipped with an impressive cutting width of 100-inches (2.54m), this machine is more than capable of mowing large areas efficiently.



DECKS & CUTTING UNITS

NUMBER AND SIZE	9 or 11 heavy section fairway blades
BLADE MATERIAL	Hardened, high manganese carbon steel
CUTTING UNIT LIFT	Hand operated, joystick controlled hydraulic lift system, one-touch lift/lower control for all reel

TRACTION, BRAKES & SPEED

TRACTION DRIVE	Variable displacement, electronically controlled hydrostatic drive; 4WD models: SureTrac™ parallel-cross-series traction system, four high-torque wheel motors, 2WD in reverse.
REEL DRIVE	Fixed displacement hydraulic motors with FlashAttach quick disconnect coupled reel motors. Standard on-board backlapping.
HYDRAULIC SYSTEM	114 gal. (53L) capacity; hydraulic tank oil level monitor and horn alarm; GreensCare biodegradable fluid; full-flow, 10-micron filter. Side-by-side radiator/hydraulic oil cooler.
SERVICE BRAKES	Dynamic braking through traction system
PARKING BRAKES	Semi-automatic, wet parking brakes integrated in front wheel motors
STEERING	Rear wheel, hydrostatic power steering with tilt adjustable steering wheel
MOWING SPEED	Up to 8mph (13kph) / T4i: Up to 11mph (19kph)
REVERSE SPEED	Selectable up to 5mph (8km/h)

WEIGHTS & DIMENSIONS

	2WD	4WD
WEIGHT (excluding fuel)	3,221 lbs. (1,461 kg) 2WD High HP: 3,467 lbs. (1,573 kg)	3,552 lbs. (1,611 kg) 4WD High HP: 3,798 lbs. (1,723 kg) / T4i: 4WD: 2642 lbs. (1199kg)
LENGTH (less catchers)	108" (2.74m)	
OVERALL HEIGHT (ROPS up)	88" (2.23m)	
WHEELBASE	58" (1.5m)	
TRANSPORT WIDTH	87" (2.2m)	
WORKING WIDTH	115" (2.92m)	

WARRANTY

MOWER WARRANTY	2 years
----------------	---------

ACCESSORIES

- 55.9cm (22") Front rollers ranging from 5.1cm (2") to 7.6cm (3") - solid tube steel, grooved assembled or machined aluminum or steel
- Turf Groomer®
- Powered rear roller cleaning brush
- Canopy/Sunshade
- Grass Catcher
- High-cut kit
- Premium air suspension seat
- LED operator platform light kit
- Hood locking latch (required for CE)
- Verticut reels



For information and support:
www.jacobsen.com / +44 (0) 1473 270 000 / +1-888-438-3946

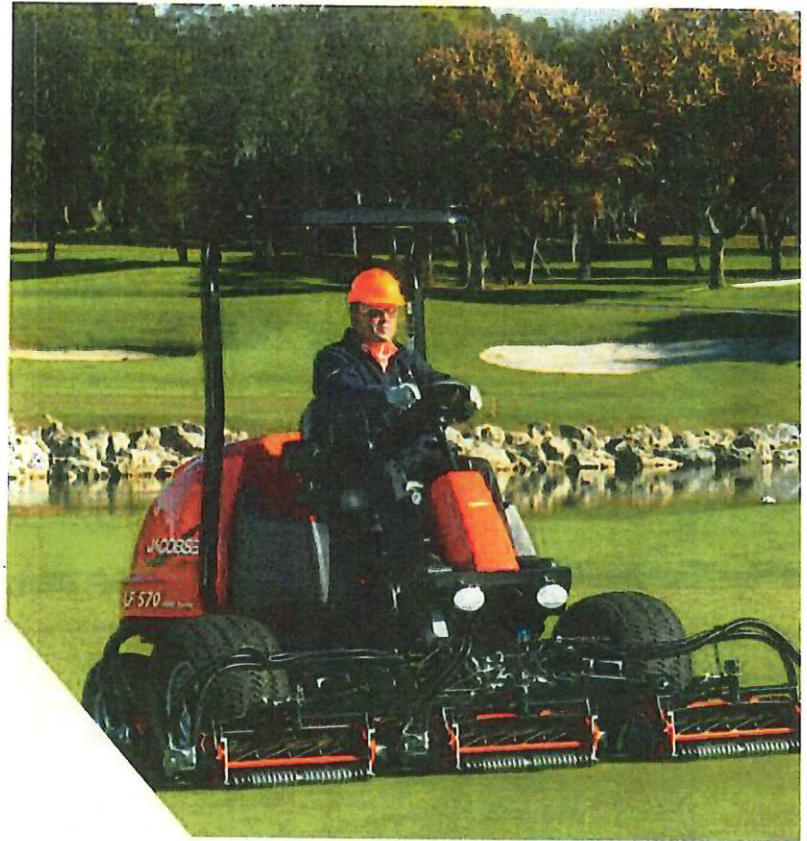


LF570

HIGH PERFORMANCE RIDE-ON
REEL MOWER

UNMATCHED PRECISION USING JACOBSEN'S CUTTING-EDGE TECHNOLOGY

Meet all large turfcare needs with the LF570. This high performance reel mower features our SureTrac™ parallel-cross-series traction system for superior traction on hills and side slopes, and FlashAttach™ for quick and easy replacement of reel motors. Powered by a diesel Kubota® engine with either 37.5HP or 50.2HP, this machine can be trusted to tackle any job it's tasked with.



ADJUSTABLE HEIGHT OF CUT:
0.375-1.125"

ONBOARD DIAGNOSTICS

SEMI-AUTOMATIC WET
PARKING BRAKES

CUT WIDTH

100"
(2.54M)

ERGONOMICS

PROGRAMMABLE
**SPEED
CONTROL**

CUTTING CAPACITY

UP TO **8** AC
(3.24HA) / HR
AT 8MPH (12.9KM/H)

CUTTING REELS

5" (12.7CM) OR
7" (17.78CM)

MOWER ENGINE

KUBOTA
37.5
/50.2HP
(28/37.4KW) DIESEL

TRANSPORT SPEED

12 MPH
(19.3KPH)



JACOBSEN

Actual operating power output may vary due to conditions of specific use.
Run time will vary based on conditions of specific use, accessories, and terrain.
NOTE: Specifications, while correct at time of printing, may change without notice.
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PROFESSIONAL
TURF PRODUCTS

David Lau
Chief Financial Officer

January 1, 2025

To Whom it May Concern:

This letter shall serve as notification of sole source status of the following vendor for Toro Products.

Professional Turf Products, LP ("PTP") is the sole source supplier for Toro commercial mowing, maintenance and golf irrigation equipment as well as equipment from Ventrac, Foley, Harper, Salsco, Air2G2, Echo Robotics, Watertronics, and Otterbine for the states of Texas, Oklahoma, Kansas and certain western portions of Missouri, Arkansas and Louisiana. PTP is also the authorized service and parts supplier for the above-mentioned manufacturers.

Any questions or concerns regarding this status should be forwarded to:

Edward A. Clark, President / CEO
Professional Turf Products, LP
1010 North Industrial Blvd.
Euless, TX 76039

Sincerely,

David Lau
Chief Financial Officer
Professional Turf Products, LP

1010 No. Industrial Blvd.
Euless, TX 76039
Business 817 785-1900
Fax 817 785-1901
Main 817 785-1900

5520 Brittmoore Rd.
Houston, TX 77041
Business 713 983-0700
Fax 713 896-0988
Main 817 785-1900

9468 Selma Parkway
Selma, TX 78154
Business 210 666-0808
Fax 210 666-0171
Main 817 785-1900

2201 N. Beech Avenue
Broken Arrow, OK 74012
Business 918 622-8676
Fax 918 663-0116
Main 817 785-1900

10935 Eicher Drive
Lenexa, KS 66219
Business 913 599-1449
Fax 913 982-4412
Main 817 785-1900



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 2, 2025

CONSENT AGENDA

Agenda Item No: 11.G.

Amendment No. 2 Professional Engineering Services - WWTP

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Amendment Number Two (2), Increasing the Contract Amount by \$80,000.00, Between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for the Phase I Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

On April 6, 2021, Melden & Hunt, Inc. was awarded RFQ 2020-009 Professional Engineering Services for the New Wastewater Treatment Plant upgrades, rehabilitation of the existing Wastewater Treatment Plant, and improvements to the existing Wastewater Collection System. The scope included feasibility, design, rehabilitation construction, new facility construction, and construction of a new collection system. The total contract amount was \$3,387,000 for Phase 1 and \$683,000 for Phase 2, for a combined total of \$4,070,000.

To proceed with completion of Phase 1, an additional \$80,000 in construction administration and inspection services is required. The need for this amendment is due to the Change Order approved on October 07, 2025, which consists of additional work. If approved, the Phase 1 contract amount will increase to \$3,467,000, while Phase 2 will remain at \$683,000, resulting in a revised combined total of \$4,150,000.

Funding for the additional services is available in the Utility Fund.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Amendment Number Two (2), Increasing the Contract Amount by \$80,000.00, Between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for the Phase I Upgrades to the Existing Wastewater Treatment Plant Project and Execute Any Documents Related Thereto.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Amendment No. Two - Melden & Hunt, Inc.,

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AMENDMENT NUMBER TWO (2) TO AGREEMENT
BETWEEN THE CITY OF EDINBURG AND MELDEN
AND HUNT INC FOR PROFESSIONAL ENGINEERING
SERVICES FOR WASTEWATER SYSTEM
IMPROVEMENTS

AMENDMENT NUMBER TWO

This Amendment Number Two (2) to the Agreement is entered into by and between the City of Edinburg (hereinafter called “**City**”), and Melden and Hunt Inc. (Hereinafter referred to as “**Consultant**”).

RECITALS

WHEREAS, on April 16, 2021 the City of Edinburg City Council approved an Agreement with Melden and Hunt Inc. for Engineering Services pursuant to RFQ No. 2020-009, for the Wastewater System Improvements (hereinafter referred to as the “Agreement”), more specifically described in “Exhibit A”; and

WHEREAS, the City of Edinburg has identified an additional professional engineering service for the Wastewater System Improvements to add additional construction administration and inspection work related to change order number one as described in “Exhibit A”; and

WHEREAS, City and Consultant desire to amend said Original Agreement to provide for additional professional engineering services for Wastewater System Improvements for a New Wastewater Treatment Plant, upgrades and rehabilitation to the existing Wastewater Treatment Plant, and upgrades to the existing wastewater collection system Treatment Project; and

NOW, THEREFORE, City and Consultant agree to amend said Agreement to increase the Professional Engineer Service for the Phase 1 Upgrades to Existing Wastewater Treatment Project at the amount not to exceed as set out in Exhibit “A” attached hereto.

If any of the terms of this Amendment Number Two (2) to the Agreement, including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Amendment to the Original Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

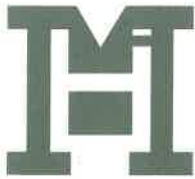
MELDEN AND HUNT, INC.

BY: _____
Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
(956) 381-0981
abooe@meldenandhunt.com

**Attachments: Exhibit "A" Amendment No. 2 Proposal
Exhibit "B" Master Agreement**

EXHIBIT “A” – AMENDMENT NO. TWO

**AGREEMENT
BETWEEN CITY OF EDINBURG AND
MELDEN & HUNT INC.,**



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

Monday, October 6, 2025

Mr. Gerardo Carmona, P.E.
415 W. University Dr.
Edinburg, Texas 78540

Re: Proposal for Professional Engineering Services for Additional Engineering Services
Related to Additional Construction Work from Change Order #1.

Dear Gerardo:

Melden and Hunt, Inc (MHI) is pleased to respond to your request for a proposal to provide Additional Engineering Services Related to Additional Construction Work from Change Order #1. This proposed change is to provide for the additional engineering services necessary for construction administration and inspection. We are proposing a fee of **\$55,000** for construction administration and **\$25,000** for inspection. These amounts are consistent with our current fee structure and reflect the level of effort required to properly manage and oversee the added improvements. These services are essential to ensure the project is effectively administered, thoroughly inspected, and completed in full compliance with the contract documents. The additional oversight will also help prevent delays and maintain quality control throughout construction.

We look forward to continuing our work with you.

Sincerely,

Allan F. Booe, P.E.

CHANGE ORDER

NO. 1

PROJECT: Phase 1 Upgrades to Existing WWTTP

DATE OF ISSUANCE: 10/08/25

OWNER: City of Edinburg
ADDRESS: 415 W. University Drive
Edinburg, Texas 78539

TWDB PROJECT NO.: 73931

CONTRACTOR: JMJ Constructors
ADDRESS: 2005 N. Los Ebanos Blvd.
Alton, Texas 78573

ENGINEER: Melden & Hunt, Inc.

CONTRACT FOR: City of Edinburg WWTTP

ENGINEER'S PROJECT NO.: 21080

You are hereby directed to make the following changes in the Contract Documents.

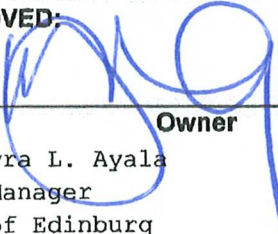
Description: Contract changed to provide for additional cost related to additional work for repairs on existing facilities requested by the City as described in Attachment A.

Purpose: To ammend the contract as provided for in the General Conditions.

Attachments: Attachment A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$23,664,569.00	Original Contract Time: 674 calendar days days
Previous Change Order No.s: 0 \$0.00	Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order \$23,664,569.00	Contract Time prior to this Change Order: 674 calendar days days
Net Increase (Decrease) of this Change Order \$3,397,168.86	Net Increase of this Change Order * 180 days
Contract Price with all approved Change Orders \$27,061,737.86	Contract Time with all approved Change Orders 854 calendar days days

APPROVED:



Owner

Ms. Myra L. Ayala
City Manager
City of Edinburg

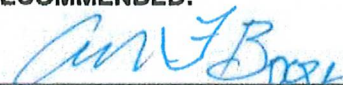
APPROVED:



Contractor

Jose L. Diaz, President
JMJ Constructors

RECOMMENDED:



Engineer

Allan F. Booe, P.E.
Melden & Hunt Inc.

* These days will also be added to the substantial completion date.

Attachment A
Description of Change Order #1 Items

Item	Description	Increase/(Decrease) Contract Price
1	This item represents a request by the City for the Contractor to repair the Plant Lift Station discharge piping damaged as a result of corrosion.	\$706,318.86
2	This item directs the Contractor to rehabilitation the treatment plant's non-functional odor control system.	\$201,000.00
3	The clarifier mechanisms on Final Clarifiers #1 & #2 on the Basin Plant have been in service for a long time and the bridge, rakes and other components are corroded to the extent that the best option is total replacement. The Contractor has been instructed to provide the materials labor and equipment for this replacement.	\$981,400.00
4	This item represents a request by the City for the Contractor to repair the Plant Effluent Lift Station discharge piping damaged as a result of corrosion.	\$644,450.00
5	The City has recently replaced one of two channels in the UV disinfection system. This item directs the Contractor to provide the materials, labor, and equipment to replace the UV equipment in the second channel	\$549,000.00
6	Upgrade the electrical powering all eight (8) brush aerators installed on the existing oxidation ditch plant (Plant 4)	\$269,000.00
7	On the conversion of final clarifiers to digester, the final bottom of the basin needs to be raised approximately five feet so that all of the diffusers will fit properly in the basin. This will require the addition of approximately 4' of select fill material above and over the entire bottom of the basin. This increase in elevation will require the extension of all drains and pressure relief valves.	\$46,000.00
TOTAL CHANGE IN CONTRACT BY THIS CHANGE ORDER		\$3,397,168.86



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmjconstructors@gmail.com
 956-598-6665

Gerardo Carmona
 City of Edinburg

Re: City of Edinburg WWTP Change Order #1

Item	Description	Weeks	Qty	Unit	Price	Cost
CO1-A	Edinburg WWTP Phase #1 Lift Station repair: 3 Discharge lines Piping (Domestic)	36 Weeks	1	LS	\$706,318.86	\$706,318.86
CO1-B	Edinburg WWTP Phase 1 Trojan UV 2ND Channel Upgrades	24 Weeks	1	LS	\$549,000.00	\$549,000.00
CO1-C	Edinburg WWTP Phase 1 Effluent Lift Station Replacement with Flygt Pump and Bases	28 Weeks	1	LS	\$644,450.00	\$644,450.00
CO1-D	Edinburg WWTP Phase 1 Replacement of the West Clarifiers	32 Weeks	1	LS	\$981,400.00	\$981,400.00
CO1-E	Edinburg WWTP Phase 1 Odor Control Repair	25 Weeks	1	LS	\$201,000.00	\$201,000.00
CO1-F	Edinburg WWTP Phase 1 Upgrade Rotors Electrical Upgrade	8 Weeks	1	LS	\$269,000.00	\$269,000.00
CO1-G	Edinburg WWTP Clarifier Conversion to Digester modifications (For Second Clarifier)	8 Weeks	1	LS	\$46,000.00	\$46,000.00
						\$3,397,168.86
Notes: 6 Months required additional after February of 2026 leading into August of 2026.						

Thank you

JMJ Constructor



2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmiconstructors@gmail.com
956-598-6665

Edinburg Wastewater Plant
1202 N M RD
Edinburg, TX 78539

CO1-A

Re: Edinburg WWTP Lift Station: 3 Discharge lines Piping CO (Domestic)

Item	Description	Qty	Unit	Price	Cost
1	Materials: (Domestic) • Valves • Spool pieces • Accessories	1	LS	\$667,318.86	\$667,318.86
2	Labor	1	LS	\$25,000.00	\$25,000.00
3	Machinery	1	LS	\$10,000.00	\$10,000.00
4	Misc Materials • Sand • Gravel • Select Fill	1	LS	\$4,000.00	\$4,000.00
Total					\$706,318.86
Exclusions & Terms • No Bypass to be provided JMJ • Any other work that needs to be performed will be subject to a change order • Credit card payment will be subject to a 4% Processing Fee					

Thank you
JMJ Constructors



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-B

Re: Edinburg WWTP Phase 1 Trojan UV 2ND Channel Upgrades

Item	Description	Qty	Unit	Price	Cost
1	Trojan UV System - Standard UV3000Plus System - Trojan System Control - Trojan Ultrasonic Water Level Sensor	1	LS	\$467,500.00	\$467,500.00
2	Electrical work needed to install Trojan Equipment	1	LS	\$50,000.00	\$50,000.00
3	Labor	1	LS	\$31,500.00	\$31,500.00
Total					\$549,000.00
Notes: 4% processing fee if paid with Credit Card - Anything not mentioned in the proposal will be subject to a change order - All material is domestic					
Exclusions:					

Thank you
 JMJ Constructor



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-C

Re: Edinburg WWTP Phase 1 Effluent Lift Station Replacement

Item	Description	Qty	Unit	Price	Cost
1	Piping & Fittings (AIS)	1	LS	\$340,200.00	\$340,200.00
2	Bypass and labor	1	LS	\$120,000.00	\$120,000.00
Total					\$460,200.00
Notes: • 4% processing fee if paid with Credit Card • Anything not mentioned in the proposal will be subject to a change order • All material is domestic					
Exclusions: •					

Re: Alternative Flygt pump and bases

Item	Description	Qty	Unit	Price	Cost
1	(1) Flygt Pump Model NP-3301 (4) Pump bases	1	LS	\$152,250.00	\$152,250.00
2	Installation of Pump & Base	1	LS	\$30,000.00	\$30,000.00
3	Electrical (Disconnect and reconnect of existing Pumps and new Pump) (All existing wire to be used)	1	LS	\$2,000.00	\$2,000.00
Total					\$184,250.00
Notes: • 4% processing fee if paid with Credit Card • Anything not mentioned in the proposal will be subject to a change order • All material is domestic • (Electrical) Disconnect and reconnect of existing Pumps and new Pump • (Electrical) All existing wire to be used)					
Exclusions: •					

Thank you
 JMJ Constructor



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmjconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-D

Re: Edinburg WWTP Phase 1 Replacement of the West clarifiers

Item	Description	Qty	Unit	Price	Cost
1	<u>JMJ Constructors will provide the following for the City of Edinburg West Clarifier Replacements:</u> • (2) 45Ft Diameter Clarifier mechanism • Install of 2 Clarifiers (based on HRM Environmental Scope) • Electrical work	1	LS	\$981,400.00	\$981,400.00
Total					\$981,400.00
Notes: • 4% processing fee if paid with Credit Card • Anything not mentioned in the proposal will be subject to a change order					
Exclusions: • SCADA. • PLC Programing.					

Thank you

JMJ Constructor



2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmjconstructors@gmail.com
956-598-6665

Edinburg Wastewater Plant
1202 N M RD
Edinburg, TX 78539

CO1-E

Re: Edinburg WWTP Phase 1 Odor Control Repair

Item	Description	Qty	Unit	Price	Cost
1	<u>JMJ Constructors will provide the following for the City of Edinburg Odor control repair:</u> • Replacement Fan • (4) Replacement Recirculation Pumps • (4) Replacement Recirculation Nozzle • (4) Pressure switches & Gauges • (4) Replacement 1" Full Cone Nozzle • (2) Odor Control- Control panels • Start-up • Electrical Services ○ Install of Control panel ○ Wire ○ Terminations • JMJ Constructors ○ Labor ○ PVC Fittings ○ Machinery	1	LS	\$201,000.00	\$201,000.00
Total					\$201,000.00

Notes:

- 4% processing fee if paid with Credit Card
- Anything not mentioned in the proposal will be subject to a change order

Thank you

JMJ Constructor



2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmjconstructors@gmail.com
956-598-6665

Edinburg Wastewater Plant
1202 N M RD
Edinburg, TX 78539

CO1-F

Re: Edinburg WWTP Phase 1 Upgrade Rotors Electrical Upgrade

Item	Description	Qty	Unit	Price	Cost
1	<u>1. Rotor Electrical Upgrade</u> - We hereby propose to furnish and install as per proposed drawing and specs: - Underground Conduit. - Aboveground Conduit. - Electrical Duct Banks. - Wire and terminations. [1] Electrical Concrete Handhole 4'x4'x4' with Hinged Galvanized Parkway Cover Marked "Electric". <u>In addition:</u> - Uninstall existing wire. - Demolition as required. - The existing breakers at MCC will be used to supply power to Rotor Control Panels.	1	LS	\$249,500.00	\$249,500.00
2	<u>2. Alternative Conduits for SCADA + Spare Conduits for Future Use</u> We hereby propose to furnish and install as per proposed drawing and specs: [1] 1" Conduit from Electrical Room to Rotor No.1 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.2 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.3 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.4 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.5 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.6 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.7 for SCADA statuses. [1] 1" Conduit from Electrical Room to Rotor No.8 for SCADA statuses.	1	LS	\$19,500.00	\$19,500.00

	• [1] 1" Spare Conduit from Electrical Room to Rotor No.1 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.2 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.3 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.4 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.5 for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.6 • for future use. • [1] 1" Spare Conduit from Electrical Room to Rotor No.7 for future use. [1] 1" Spare Conduit from Electrical Room to Rotor No.8 for future use.				
Total	Total cost of Line Item #1				\$249,500.00
Total	Total cost of Line Item #1 + Line Item #2				\$269,000.00
Exclusions & Terms • Any work not described in our proposal or in the drawing attached in the proposal • 60 additional days are needed for completion of this work					

Thank you
JMJ Constructors



2005 N Los Ebanos Blvd.
 Alton, Texas 78573
jmiconstructors@gmail.com
 956-598-6665

Edinburg Wastewater Plant
 1202 N M RD
 Edinburg, TX 78539

CO1-G

Re: Edinburg WWTP Clarifier Conversion to Digester modifications (For Second Clarifier)

Item	Description	Qty	Unit	Price	Cost
1	<u>Existing Clarifier Conversion material for Drains & Relief Valves</u> 8" SS Pipe with Flange opening 10" SS Pipe with Flange opening - Vanstone flanges 8" PVC Pipe Sch 40 - SS Bolts - Labor	1	LS	\$46,000.00	\$46,000.00
	<u>Existing Clarifier Conversion Select fill material</u> - Caliche - Hauling - Labor (Compacting)				
Total					\$46,000.00
Exclusions & Terms					

Thank you
 JMJ Constructors

EXHIBIT “B” – MASTER AGREEMENT

**AGREEMENT
BETWEEN CITY OF EDINBURG AND
MELDEN & HUNT INC.,**

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

AMENDMENT NUMBER 1 TO AGREEMENT
BETWEEN THE CITY OF EDINBURG AND MELDEN
AND HUNT INC FOR PROFESSIONAL
ENGINEERING SERVICES FOR WASTEWATER
SYSTEM IMPROVEMENT

AMENDMENT NUMBER 1

This Amendment Number 1 to the Agreement is entered into by and between the City of Edinburg (hereinafter called "**City**"), and Melden and Hunt Inc. (Hereinafter referred to as "**Consultant**").

RECITALS

WHEREAS, on April 16, 2021 the City of Edinburg City Council approved an Agreement with Melden and Hunt Inc. for Engineering Services pursuant to RFQ No. 2020-009, for the Wastewater System Improvements (hereinafter referred to as the "Agreement"), more specifically described in "Exhibit A"; and

WHEREAS, the City has determined it is necessary to divide the professional services and corresponding fees into phases due to the particular details and requirements of the Texas Water Development Board's funding of the project, as detailed in "Exhibit B"; and

WHEREAS, the Consultant agrees to divide the professional services into phases as proposed and the City and Consultant now desire to amend the Agreement to reflect these phases; and

NOW, THEREFORE, the Agreement, Section V Payment and Fees and other corresponding fee provisions, is hereby amended to divide the fees for professional services into phases for the Engineering Services for Wastewater System Improvements, the phases of which are described and detailed in Exhibit B:

1. The City shall pay a sum not to exceed \$3,387,000.00 for services to be performed for Phase 1.
2. The City shall pay a sum not to exceed \$683,000.00 for services to be performed for Phase 2. However, Phase 2 services and fees are contingent upon additional funding by the Texas Water Development Board. Consultant understands and agrees that Phase 2 fees are not guaranteed and that Consultant will provide Phase 2 services only after written notice from the City.

All other provisions of the Original Agreement not specifically in conflict with this Amendment shall remain unchanged.

This Amendment to the Original Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 16th day of April, 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)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____

Clarice Y. Balderas
Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

Omar Ochoa
Omar Ochoa, City Attorney

MELDEN AND HUNT, INC.

BY: _____

Allan F. Booe
Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
(956) 381-0981
abooe@meldenandhunt.com

Attachments: Exhibit "A" – Original Agreement
Exhibit "B" – Proposal

**EXHIBIT "A" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND MELDEN AND HUNT, INC
CITY OF EDINBURG	§	FOR PROFESSIONAL ENGINEERING
		SERVICES FOR WASTEWATER SYSTEM
		IMPROVEMENTS

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and Melden and Hunt, Inc (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for Professional Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection with a multi phased project to address necessary improvements for the wastewater system. The four phases are as follows:

1. Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board.
2. Provide basic services and special services related to the upgrade and expansion of the existing wastewater treatment plant.
3. Provide basic services and special services related to the construction of a new wastewater treatment plant.
4. Provide basic services and special services related to the construction of collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.
2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, required and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibit "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence. In addition, the activities within the schedule will contain the start and estimated duration of the task. This schedule will be updated each month and submitted to the City with the monthly pay request. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.
- E. The Consultant will submit other information, such as actual hours expended, as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.
- F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

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

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by the Consultant for the specific purpose intended, shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City or others acting through the City.

SECTION V **PAYMENT AND FEES**

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **\$4,070,000.00** for services to be performed under this Agreement. City shall pay Consultant for services rendered on a lump sum basis and in the manner set forth in this agreement and **Exhibit "B"**. Consultant shall submit monthly invoices to the City based upon the percentage of completion of the fee schedule task indicated in Exhibit "B". Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

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

e. City, based on Consultant's conduct in the performance or furnishing of Services, has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement based on Consultant's conduct in the performance or furnishing of Services;

g. City has been required to correct defective Services or has accepted defective Services as a result of Consultant's conduct in the performance or furnishing of Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

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

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

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

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

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

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

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) sixty (60) months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement. Upon termination, the City shall pay the Consultant for all Services rendered to the date of termination based upon the schedule set out in **Exhibit "B"** and taking into consideration the percentage completion of the project at the date of termination.

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

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

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

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person
\$500,000 each occurrence

2. Property Damage

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

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

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

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "D" and the City of Edinburg shall be listed as an additional insured.

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

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant

shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

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 Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Consultant and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral

mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant 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, Consultant'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.

B. No officer, employee, or agent of the Consultant shall have individual liability to the City.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Consultant:

Melden and Hunt, Inc.
115 W. McIntyre Street
Edinburg, Texas 78541
Attn.: Allan F. Booe, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 6th day of April, 2021.

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

MELDEN AND HUNT, INC.

BY: _____

Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
Phone: (956)-381-0981
email: aboo@meldenandhunt.com

ATTEST:

BY:

Myra L. Ayala, City Secretary



**APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.**

BY:

Omar Ochoa, City Attorney

Attachments:

Exhibit "A" Scope of Services and Proposal
Exhibit "B" Fee Schedule
Exhibit "C" Hourly Rate Schedule
Exhibit "D" Insurance

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENTS

BACKGROUND The City of Edinburg is endeavoring to plan, design, and fund a project to construct improvements to the wastewater system. The proposed project is multi-phased having three phases. Phase 1 will be to correct deficiencies at the existing WWTP. Currently the existing plant is permitted for 12.3 MGD; however, the pollutant parameters are exceeded when flows are beyond 9.3 MGD. The project will be to make improvements necessary to meet all permit parameters at a flow of 13.5 MGD. The 2nd and 3rd project phases will be implemented simultaneously. The 2nd phase will be to construct a new 4.5 MGD plant on the north side of the City's service area. The 3rd phase will provide for the construction of collection system improvements that will divert as much as 3.03 MGD of existing flow to the new plant thereby offloading the existing plant. The project is expected to be funded in part through the Texas Water Development Board's (TWDB) Clean Water (CWSRF) State Revolving Fund program and/or other funding agencies. The scope of services outlined below are related to the required engineering services for planning, acquisition, design and construction administration of the indicated sewer improvements.

PLANNING AND FUNDING SERVICES

- A. Prepare the CWSRF financial assistance application for the project. The City will engage and pay for the Financial Advisor and Bond Council required for the application. MHI will incorporate the provided data into a final complete application
- B. MHI will prepare an Engineering Feasibility Report in accordance with the requirements of TWDB – 0556.
- C. MHI will prepare an Environmental Information Document in accordance with TWDB - 0801
- D. MHI will prepare other forms as necessary for the completion of the application.

BASIC SERVICES

A. DESIGN SERVICES

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for each of the three projects.

A.1 Workshops

Organize, coordinate and conduct six workshops, participants include the Edinburg Staff and appropriate members of the Melden and Hunt's team. The purpose of the workshops is to present, discuss and develop project design concepts, equipment selection, instrumentation and control strategies, site improvements, and other issues related to the final design of the projects.

A.2 Coordination Meetings

Meet with power, telephone, gas, cable and other utilities to inform them of the project, and to coordinate the location of their facilities in an effort to include all utility information on the plans. The locations that are to be shown will be taken from existing records and the best information available from existing plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either Edinburg or the Engineer for their accuracy or completeness.

A.3 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 22 x 34-inch bond paper with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

A.4 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

A.5 PROGRESS SUBMITTALS

Progress submittals for Edinburg's review shall be made at the Design Development and Final Design stages. Copies of the Drawings shall be provided to the Texas Water Development Board for each submittal.

A.5.1 The Design Development submittal (approximately 50 percent complete) shall include drawing of all major elements of the proposed facilities to be constructed. This submittal will also include preliminary copies of all technical specifications to be used on the specific Project. Edinburg's review comments shall be returned to the ENGINEER within 21 days of receipt of the Design Development submittal. Upon receipt of comments from Edinburg, Melden and Hunt, Inc. will meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff shall be combined with the results of the ENGINEER's internal design checking and Technical Review Committee and the "Design Freeze" shall be established. Any significant changes to the Project design following Design Freeze typically require much rework. Should this occur, the changes will be evaluated and may warrant a contract amendment.

A.5.2 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the Edinburg Staff reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The

Edinburg's Staff review comments shall be returned to the ENGINEER within 21 days of receipt of the Final Design submittal. The Edinburg Staff shall consolidate review comments on one set of submittals. Upon receipt of comments from the Edinburg Staff, the Project team shall meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

A.6 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project. The Final Design cost estimate shall be submitted to the OWNER within 21 days of receipt of OWNER's comments on the final submittal.

A.7 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the Texas Water Development Board as a Final Submittal.

B. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

- B.1 Coordinate bid opening date, time, and place with Edinburg, and prepare a final Invitation to Bid.
- B.2 Assist and advise Edinburg in placing the advertisements of the Invitation to Bid. Edinburg will place and pay for advertisements. Melden and Hunt, Inc. will provide five courtesy copies of the Contract Documents to area plan rooms.
- B.3 Identify potential contractors and suppliers, and distribute copies of the Invitation to Bid.
- B.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to whom contract documents have been issued. Plan Holders will be charged by MHI a non-refundable fee to cover the cost of reproduction of contract documents.
- B.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.
- B.6 Conduct a pre-bid conference during the advertisement period.
 - B.6.1 Review the types of information required by the Contract Documents and the format in which bids should be presented.
 - B.6.2 Review special project requirements and Contract Documents in general.

- B.6.3 Receive requests for interpretations or clarifications, which will be issued by addendum.
- B.6.4 Prepare minutes of the conference and issue to plan holders
- B.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Bid Documents when required.
- B.8 Attend bid opening and answer questions during bid opening.
- B.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.
- B.10 Prepare and distribute formal bid tabulation sheets, and make a written recommendation to Edinburg concerning contract award.
- B.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to Edinburg for signature and distribution.
- B.12 Prepare and distribute 6 sets of the signed construction Contract Documents, two sets to the Contractor, 2 sets to the OWNER, and the ENGINEER will keep two sets.

C. CONSTRUCTION SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Multiple construction contracts will be developed for this project. Specific services to be performed are as follows.

- C.1 Review the Contractor's insurance certificates and bonds and forward the certificates to Edinburg for acceptance by Edinburg's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- C.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- C.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise Edinburg as to acceptability. One review per calendar month per contract is included.

- C.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise Edinburg as to acceptability.
- C.5 Make periodic visits to the construction site to observe progress of the work, and consult with Edinburg and the Contractor concerning problems and/or progress of the work. At a minimum, two visits per calendar month per contract are included.
- C.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- C.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to Edinburg.
- C.8 Interpret construction Contract Documents when requested by Edinburg or the Contractor. Prepare and issue clarifications when required.
- C.9 Review and process the Contractor's monthly payment requests, and forward to Edinburg as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- C.10 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of Edinburg.
- C.11 Work related to unusually complex or unusually numerous claims or requests for clarifications shall be considered Additional Services.
- C.12 Upon completion of the project, revise the construction Contract Drawings to conform to the construction records and record drawings maintained by the Contractor. Submit one set of paper drawings and one CD.
- C.13 Analyze data from performance testing of equipment by the Contractor or supplier when the construction Contract Documents require the equipment to be tested after installation. Submit conclusions to Edinburg.
- C.14 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to Edinburg and the Contractor.
- C.15 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to Edinburg, including a list of items, if any, to be completed prior to making such payment.
- C.16 Provide a certification of completion of the work to Edinburg.

SPECIAL SERVICES

A. SURVEYING

To be done by others Perform design surveys as needed to develop topographical information necessary for the design of the proposed facilities. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

B. SUBSURFACE EXPLORATION (Geotechnical Engineering)

Edinburg will furnish the coordination of the subsurface exploration at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

C. PERMITS

- C.1 Prepare and submit a discharge permit application to the TCEQ. Service rendered will include two trips to Austin to the TCEQ. Also, Melden & Hunt, Inc. will prepare and participate in the public hearing related to the discharge application. Services will include all normal services related to securing a discharge permit through and including the public hearing. Service beyond the public hearing required as the result of the application being protested is not included as part of this service. Edinburg will be responsible for charges by the TCEQ for the discharge permit application.
- C.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, and Others as necessary to secure a Site Certificate for the construction of the project.

D. INSPECTION

- D.1 Review the progress schedule, shop drawings, equipment submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such submitted documents.
- D.2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- D.3 Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation— RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- D.4 Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Inspector's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- D.5 Report to Engineer whenever Inspector believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide

recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- D.6 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
- D.7 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- D.8 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- D.9 Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- D.10 Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work

E. CONSTRUCTION STAKING

- E.1 Provide construction staking services on the gravity collection lines. The services will include the one-time staking of the sanitary sewer lines at intervals of 200 feet or less and at connection points or changes in direction to clearly define the route. All stakes will be set on offsets so that construction work can be accomplished without initially destroying the stakes.
- E.2 Provide construction staking services for the wastewater treatment plant. The services will include the onetime staking to provide a benchmark and base line for the Contractor to use for the layout and construction of the treatment plant.

F. O&M MANUAL

The ENGINEER will provide a bound Operation and Maintenance Manual for all process equipment in the plant.

G. MATERIALS TESTING

Melden and Hunt, Inc. will furnish the coordination of the Geotechnical/Materials Testing Lab at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

ADDITIONAL SERVICES

A. ADDITIONAL SERVICES

Additional Services are those services, which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by Edinburg with the fee for the service being negotiated at the time of the request. Edinburg will issue a separate notice to proceed for each additional service requested.

- A.1 Assistance to Edinburg as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
- A.2 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.
- A.3 Investigations involving detailed considerations of operations, maintenance and overhead expenses.
- A.4 Cash flow and economic evaluations, rate schedules and appraisals.
- A.5 Additional work resulting from the default of the Construction Contractor.
- A.6 Any work not identified as Basic or Special Services above.

EXHIBIT "B"

EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES			\$ 318,000
A.	CWSRF Financial Application	\$ 52,000	
B.	Engineering Feasibility Report	\$ 140,000	
C.	Environmental Information Document	\$ 126,000	

BASIC SERVICES			\$ 3,218,000
A.	Design Services		\$ 2,413,000
	Upgrades to Existing WWTP	\$ 798,000	
	New WWTP	\$ 1,300,000	
	Collection System	\$ 315,000	
B.	Bid Services		\$ 161,000
	Upgrades to Existing WWTP	\$ 52,000	
	New WWTP	\$ 85,000	
	Collection System	\$ 24,000	
C.	Construction Services		\$ 644,000
	Upgrades to Existing WWTP	\$ 212,000	
	New WWTP	\$ 346,000	
	Collection System	\$ 86,000	

SPECIAL SERVICES			\$ 534,000
A.	Surveying		\$ 46,000
	Upgrades to Existing WWTP	\$ 7,000	
	New WWTP	\$ 15,000	
	Collection System	\$ 24,000	
B.	Subsurface Exploration (to be done by others)		\$ -
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	
C.	Permits		\$ 57,000
	Upgrades to Existing WWTP	\$ 21,000	
	New WWTP	\$ 29,000	
	Collection System	\$ 7,000	
D.	Inspection		\$ 325,000
	Upgrades to Existing WWTP	\$ 99,000	
	New WWTP	\$ 181,000	
	Collection System	\$ 45,000	
E.	Construction Staking		\$ 68,000
	Upgrades to Existing WWTP	\$ 5,000	
	New WWTP	\$ 12,000	
	Collection System	\$ 51,000	
F.	O&M Manual		\$ 38,000
	Upgrades to Existing WWTP	\$ 13,000	
	New WWTP	\$ 21,000	
	Collection System	\$ 4,000	
G.	Materials Testing (to be done by others)		\$ -
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	

TOTAL \$ 4,070,000

Note: Fees for services are due as a percentage of completion of the task.

Agreement WWTP - Melden and Hunt Inc.

Amendment #1 MHI 4-11-24

Page 25 of 31

Page 30 of 40

EXHIBIT "C"

EXHIBIT "C"
Engineers Hourly Rate Schedule for Additional Services
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENT PROJECT

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PRINCIPAL	\$150.00/HOUR
SENIOR ENGINEER / PROJECT MANANGER/GIS MANAGER	\$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	\$125.00/HOUR
GENERAL MANAGER	\$110.00/HOUR
PROJECT ENGINEER	\$125.00/HOUR
E.I.T.	\$ 90.00/HOUR
S.I.T.	\$ 90.00/HOUR
PROJECT MANAGER	\$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	\$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	\$100.00/HOUR
SURVEY CREW	\$ 50.00/HOUR
SURVEY RESEARCH	\$ 55.00/HOUR
DRAFTING TECH INTERN	\$ 40.00/HOUR
DRAFTING TECH 1	\$ 55.00/HOUR
DRAFTING TECH 2	\$ 60.00/HOUR
DRAFTING TECH 3	\$ 65.00/HOUR
DRAFTING TECH 4	\$ 70.00/HOUR
DRAFTING TECH 5	\$ 75.00/HOUR
DRAFTING TECH 6	\$ 80.00/HOUR
GIS TECH	\$ 65.00/HOUR
ADMINISTRATION	\$ 55.00/HOUR
CLERICAL / DELIVERY	\$ 35.00/HOUR

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE

REIMBURSABLE Supplies (See Below)

Stakes & Hubs	\$ 1.00
Rebar	\$ 2.00
Monuments	\$ 6.00
Postage / Shipping	Billed Cost
Printing	Billed Cost
Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page	
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page	
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.	

EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2021

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

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

PRODUCER  STATE FARM INSURANCE ROBERT ELIZALDE 5107 S MCCOLL RD EDIBURG, TX 78539		CONTACT NAME BIANCA TERAN PHONE (A/C, No, Ext) 956-683-9800 FAX (A/C, No) 956-683-9810 E-MAIL ADDRESS: INFO@ROBERTELIZALDE.COM	
INSURED MELDEN & HUNT, INC 115 W MCINTYRE ST EDINBURG, TX 78541		INSURER(S) AFFORDING COVERAGE INSURER A State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B State Farm Fire and Casualty Company 25143 INSURER C ☐ INSURER D ☐ INSURER E ☐ INSURER F ☐	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

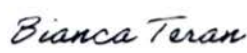
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	172 5834-B10-53E Primary/ Non-Contributory	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			90-B8-L943-1	02/14/2021	02/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 5,000,000 \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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):
 City of Edinburg Wastewater System Improvement Project.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W. University Drive Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Agreement WWTP - Melden and Hunt Inc
 Amendment #1 MHI 4-11-24

Page 29 of 31
 Page 34 of 40

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
03/22/2021

PRODUCER	Valley Insurance Services 508 South 12th Avenue Edinburg TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	Melden & Hunt Inc. 115 W. McIntyre Edinburg TX 78539	
		INSURERS AFFORDING COVERAGE
		INSURER A Transportation Insurance Company
		INSURER B Texas Mutual Insurance Company
		INSURER C
		INSURER D
		INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC	5084063580	08/12/2020	08/12/2021	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2021	02/13/2022	☒ WC STATU TORY LIMITS ☐ OTH-ER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

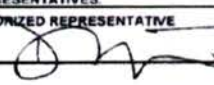
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Edinburg is included as an Additional Insured with respect to General Liability as per written agreement. A blanket waiver of subrogation applies to both policies.
City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Edinburg 415 West University Drive Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25-S (7/97)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2021

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

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

PRODUCER AssuredPartners of Washington, LLC 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com	
INSURED Melden & Hunt Inc 115 W McIntyre St Edinburg TX 78541		INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 41718	

COVERAGES

CERTIFICATE NUMBER: 1620553715

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE AGGREGATE
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability		DPL30003851300	2/15/2021	2/15/2022	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W. University Drive 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 <i>Matthew L. Copus</i>
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ACORD 25 (2016/03)

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**EXHIBIT "B" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

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

March 2, 2024

Tom Reyna
Assistant City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78539

Ref: Melden & Hunt, Inc. Amendment of Fee Schedule for Wastewater System Improvements

Dear Tom,

As you are aware, Edinburg's financial advisor advised the City to secure funding at a value that was less than originally estimated. With the reduced budget and due to inflation in construction costs, it became necessary to divide the project into phases. An allocation of approximately \$29M has been designated for Phase I, and portions of Phase 2.

Edinburg will need to seek funding for Phase II activities in the future.

In light of this, we have revised our engineering fee schedule to accommodate these two phases. The updated Exhibit "B" is enclosed for your review and approval. Should you have any questions or require additional information, please do not hesitate to reach out.

Thank you for your attention to this matter.

Respectfully,

Allan B. Booe, P.E.
Melden & Hunt, Inc.

Cc: Gerardo Carmona, P.E., Utilities Director
Arturo Martinez, Director of Water Resources

Attachments: Amended Fee Schedule for Phase I & II

Amendment No. 1 (04/02/2024)
Phase 1 Services
EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES			\$ 318,000
A.	CWSRF Financial Application	\$ 52,000	
B.	Engineering Feasibility Report	\$ 140,000	
C.	Environmental Information Document	\$ 126,000	

BASIC SERVICES			\$ 2,786,000
A.	Design Services	\$ 2,413,000	
	Upgrades to Existing WWTP	\$ 798,000	
	New WWTP	\$ 1,300,000	
	Collection System	\$ 315,000	
B.	Bid Services	\$ 161,000	
	Upgrades to Existing WWTP	\$ 52,000	
	New WWTP	\$ 85,000	
	Collection System	\$ 24,000	
C.	Construction Services	\$ 212,000	
	Upgrades to Existing WWTP	\$ 212,000	
	New WWTP	\$ -	
	Collection System	\$ -	

SPECIAL SERVICES			\$ 283,000
A.	Surveying	\$ 46,000	
	Upgrades to Existing WWTP	\$ 7,000	
	New WWTP	\$ 15,000	
	Collection System	\$ 24,000	
B.	Subsurface Exploration	\$ -	
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	
C.	Permits	\$ 57,000	
	Upgrades to Existing WWTP	\$ 21,000	
	New WWTP	\$ 29,000	
	Collection System	\$ 7,000	
D.	Inspection	\$ 99,000	
	Upgrades to Existing WWTP	\$ 99,000	
	New WWTP	\$ -	
	Collection System	\$ -	
E.	Construction Staking	\$ 68,000	
	Upgrades to Existing WWTP	\$ 5,000	
	New WWTP	\$ 12,000	
	Collection System	\$ 51,000	
F.	O&M Manual	\$ 13,000	
	Upgrades to Existing WWTP	\$ 13,000	
	New WWTP	\$ -	
	Collection System	\$ -	
G.	Materials Testing	\$ -	
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	

TOTAL \$ 3,387,000

Note: Fees for services are due as a percentage of completion of the task.

Amendment No. 1 (04/02/2024)
Phase 2 Services
EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES				\$	-
A.	CWSRF Financial Application			\$	-
B.	Engineering Feasibility Report			\$	-
C.	Environmental Information Document			\$	-

BASIC SERVICES				\$	432,000
A.	Design Services			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Bid Services			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Construction Services			\$	432,000
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	346,000		
	Collection System	\$	86,000		

SPECIAL SERVICES				\$	251,000
A.	Surveying			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Subsurface Exploration			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Permits			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
D.	Inspection			\$	226,000
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	181,000		
	Collection System	\$	45,000		
E.	Construction Staking			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
F.	O&M Manual			\$	25,000
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	21,000		
	Collection System	\$	4,000		
G.	Materials Testing			\$	-
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		

TOTAL \$ 683,000

Note: Fees for services are due as a percentage of completion of the task.

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

AMENDMENT NUMBER 1 TO AGREEMENT
BETWEEN THE CITY OF EDINBURG AND MELDEN
AND HUNT INC FOR PROFESSIONAL
ENGINEERING SERVICES FOR WASTEWATER
SYSTEM IMPROVEMENT

AMENDMENT NUMBER 1

This Amendment Number 1 to the Agreement is entered into by and between the City of Edinburg (hereinafter called "**City**"), and Melden and Hunt Inc. (Hereinafter referred to as "**Consultant**").

RECITALS

WHEREAS, on April 16, 2021 the City of Edinburg City Council approved an Agreement with Melden and Hunt Inc. for Engineering Services pursuant to RFQ No. 2020-009, for the Wastewater System Improvements (hereinafter referred to as the "Agreement"), more specifically described in "Exhibit A"; and

WHEREAS, the City has determined it is necessary to divide the professional services and corresponding fees into phases due to the particular details and requirements of the Texas Water Development Board's funding of the project, as detailed in "Exhibit B"; and

WHEREAS, the Consultant agrees to divide the professional services into phases as proposed and the City and Consultant now desire to amend the Agreement to reflect these phases; and

NOW, THEREFORE, the Agreement, Section V Payment and Fees and other corresponding fee provisions, is hereby amended to divide the fees for professional services into phases for the Engineering Services for Wastewater System Improvements, the phases of which are described and detailed in Exhibit B:

1. The City shall pay a sum not to exceed \$3,387,000.00 for services to be performed for Phase 1.
2. The City shall pay a sum not to exceed \$683,000.00 for services to be performed for Phase 2. However, Phase 2 services and fees are contingent upon additional funding by the Texas Water Development Board. Consultant understands and agrees that Phase 2 fees are not guaranteed and that Consultant will provide Phase 2 services only after written notice from the City.

All other provisions of the Original Agreement not specifically in conflict with this Amendment shall remain unchanged.

This Amendment to the Original Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in triplicate originals on this 16th day of April, 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)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____

Clarice Y. Balderas
Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

Omar Ochoa
Omar Ochoa, City Attorney

MELDEN AND HUNT, INC.

BY: _____

Allan F. Booe
Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
(956) 381-0981
abooe@meldenandhunt.com

Attachments: Exhibit "A" – Original Agreement
Exhibit "B" – Proposal

**EXHIBIT "A" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND MELDEN AND HUNT, INC
CITY OF EDINBURG	§	FOR PROFESSIONAL ENGINEERING
		SERVICES FOR WASTEWATER SYSTEM
		IMPROVEMENTS

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and Melden and Hunt, Inc (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for Professional Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection with a multi phased project to address necessary improvements for the wastewater system. The four phases are as follows:

1. Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board.
2. Provide basic services and special services related to the upgrade and expansion of the existing wastewater treatment plant.
3. Provide basic services and special services related to the construction of a new wastewater treatment plant.
4. Provide basic services and special services related to the construction of collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II **SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, required and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

A. Consultant shall perform the Services described in **Exhibit "A"**.

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence. In addition, the activities within the schedule will contain the start and estimated duration of the task. This schedule will be updated each month and submitted to the City with the monthly pay request. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. The Consultant will submit other information, such as actual hours expended, as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

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

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

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

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by the Consultant for the specific purpose intended, shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City or others acting through the City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **\$4,070,000.00** for services to be performed under this Agreement. City shall pay Consultant for services rendered on a lump sum basis and in the manner set forth in this agreement and **Exhibit "B"**. Consultant shall submit monthly invoices to the City based upon the percentage of completion of the fee schedule task indicated in Exhibit "B". Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

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

e. City, based on Consultant's conduct in the performance or furnishing of Services, has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement based on Consultant's conduct in the performance or furnishing of Services;

g. City has been required to correct defective Services or has accepted defective Services as a result of Consultant's conduct in the performance or furnishing of Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

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

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

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

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

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

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

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) sixty (60) months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement. Upon termination, the City shall pay the Consultant for all Services rendered to the date of termination based upon the schedule set out in **Exhibit "B"** and taking into consideration the percentage completion of the project at the date of termination.

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

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

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

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person
\$500,000 each occurrence

2. Property Damage

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

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

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

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "D" and the City of Edinburg shall be listed as an additional insured.

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

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant

shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

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 Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Consultant and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral

mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant 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, Consultant'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.

B. No officer, employee, or agent of the Consultant shall have individual liability to the City.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Consultant:

Melden and Hunt, Inc.
115 W. McIntyre Street
Edinburg, Texas 78541
Attn.: Allan F. Booe, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 6th day of April, 2021.

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

MELDEN AND HUNT, INC.

BY: _____

Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
Phone: (956)-381-0981
email: abooe@meldenandhunt.com

ATTEST:

BY:

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

BY:

Omar Ochoa, City Attorney

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Fee Schedule
Exhibit "C" Hourly Rate Schedule
Exhibit "D" Insurance

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENTS

BACKGROUND The City of Edinburg is endeavoring to plan, design, and fund a project to construct improvements to the wastewater system. The proposed project is multi-phased having three phases. Phase 1 will be to correct deficiencies at the existing WWTP. Currently the existing plant is permitted for 12.3 MGD; however, the pollutant parameters are exceeded when flows are beyond 9.3 MGD. The project will be to make improvements necessary to meet all permit parameters at a flow of 13.5 MGD. The 2nd and 3rd project phases will be implemented simultaneously. The 2nd phase will be to construct a new 4.5 MGD plant on the north side of the City's service area. The 3rd phase will provide for the construction of collection system improvements that will divert as much as 3.03 MGD of existing flow to the new plant thereby offloading the existing plant. The project is expected to be funded in part through the Texas Water Development Board's (TWDB) Clean Water (CWSRF) State Revolving Fund program and/or other funding agencies. The scope of services outlined below are related to the required engineering services for planning, acquisition, design and construction administration of the indicated sewer improvements.

PLANNING AND FUNDING SERVICES

- A. Prepare the CWSRF financial assistance application for the project. The City will engage and pay for the Financial Advisor and Bond Council required for the application. MHI will incorporate the provided data into a final complete application
- B. MHI will prepare an Engineering Feasibility Report in accordance with the requirements of TWDB - 0556.
- C. MHI will prepare an Environmental Information Document in accordance with TWDB - 0801
- D. MHI will prepare other forms as necessary for the completion of the application.

BASIC SERVICES

A. DESIGN SERVICES

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for each of the three projects.

A.1 Workshops

Organize, coordinate and conduct six workshops, participants include the Edinburg Staff and appropriate members of the Melden and Hunt's team. The purpose of the workshops is to present, discuss and develop project design concepts, equipment selection, instrumentation and control strategies, site improvements, and other issues related to the final design of the projects.

A.2 Coordination Meetings

Meet with power, telephone, gas, cable and other utilities to inform them of the project, and to coordinate the location of their facilities in an effort to include all utility information on the plans. The locations that are to be shown will be taken from existing records and the best information available from existing plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either Edinburg or the Engineer for their accuracy or completeness.

A.3 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 22 x 34-inch bond paper with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

A.4 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

A.5 PROGRESS SUBMITTALS

Progress submittals for Edinburg's review shall be made at the Design Development and Final Design stages. Copies of the Drawings shall be provided to the Texas Water Development Board for each submittal.

A.5.1 The Design Development submittal (approximately 50 percent complete) shall include drawing of all major elements of the proposed facilities to be constructed. This submittal will also include preliminary copies of all technical specifications to be used on the specific Project. Edinburg's review comments shall be returned to the ENGINEER within 21 days of receipt of the Design Development submittal. Upon receipt of comments from Edinburg, Melden and Hunt, Inc. will meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff shall be combined with the results of the ENGINEER's internal design checking and Technical Review Committee and the "Design Freeze" shall be established. Any significant changes to the Project design following Design Freeze typically require much rework. Should this occur, the changes will be evaluated and may warrant a contract amendment.

A.5.2 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the Edinburg Staff reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The

Edinburg's Staff review comments shall be returned to the ENGINEER within 21 days of receipt of the Final Design submittal. The Edinburg Staff shall consolidate review comments on one set of submittals. Upon receipt of comments from the Edinburg Staff, the Project team shall meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

A.6 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project. The Final Design cost estimate shall be submitted to the OWNER within 21 days of receipt of OWNER's comments on the final submittal.

A.7 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the Texas Water Development Board as a Final Submittal.

B. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

- B.1 Coordinate bid opening date, time, and place with Edinburg, and prepare a final Invitation to Bid.
- B.2 Assist and advise Edinburg in placing the advertisements of the Invitation to Bid. Edinburg will place and pay for advertisements. Melden and Hunt, Inc. will provide five courtesy copies of the Contract Documents to area plan rooms.
- B.3 Identify potential contractors and suppliers, and distribute copies of the Invitation to Bid.
- B.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to whom contract documents have been issued. Plan Holders will be charged by MHI a non-refundable fee to cover the cost of reproduction of contract documents.
- B.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.
- B.6 Conduct a pre-bid conference during the advertisement period.
 - B.6.1 Review the types of information required by the Contract Documents and the format in which bids should be presented.
 - B.6.2 Review special project requirements and Contract Documents in general.

- B.6.3 Receive requests for interpretations or clarifications, which will be issued by addendum.
- B.6.4 Prepare minutes of the conference and issue to plan holders
- B.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Bid Documents when required.
- B.8 Attend bid opening and answer questions during bid opening.
- B.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.
- B.10 Prepare and distribute formal bid tabulation sheets, and make a written recommendation to Edinburg concerning contract award.
- B.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to Edinburg for signature and distribution.
- B.12 Prepare and distribute 6 sets of the signed construction Contract Documents, two sets to the Contractor, 2 sets to the OWNER, and the ENGINEER will keep two sets.

C. CONSTRUCTION SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Multiple construction contracts will be developed for this project. Specific services to be performed are as follows.

- C.1 Review the Contractor's insurance certificates and bonds and forward the certificates to Edinburg for acceptance by Edinburg's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- C.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- C.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise Edinburg as to acceptability. One review per calendar month per contract is included.

- C.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise Edinburg as to acceptability.
- C.5 Make periodic visits to the construction site to observe progress of the work, and consult with Edinburg and the Contractor concerning problems and/or progress of the work. At a minimum, two visits per calendar month per contract are included.
- C.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- C.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to Edinburg.
- C.8 Interpret construction Contract Documents when requested by Edinburg or the Contractor. Prepare and issue clarifications when required.
- C.9 Review and process the Contractor's monthly payment requests, and forward to Edinburg as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- C.10 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of Edinburg.
- C.11 Work related to unusually complex or unusually numerous claims or requests for clarifications shall be considered Additional Services.
- C.12 Upon completion of the project, revise the construction Contract Drawings to conform to the construction records and record drawings maintained by the Contractor. Submit one set of paper drawings and one CD.
- C.13 Analyze data from performance testing of equipment by the Contractor or supplier when the construction Contract Documents require the equipment to be tested after installation. Submit conclusions to Edinburg.
- C.14 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to Edinburg and the Contractor.
- C.15 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to Edinburg, including a list of items, if any, to be completed prior to making such payment.
- C.16 Provide a certification of completion of the work to Edinburg.

SPECIAL SERVICES

A. SURVEYING

To be done by others Perform design surveys as needed to develop topographical information necessary for the design of the proposed facilities. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

B. SUBSURFACE EXPLORATION (Geotechnical Engineering)

Edinburg will furnish the coordination of the subsurface exploration at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

C. PERMITS

- C.1 Prepare and submit a discharge permit application to the TCEQ. Service rendered will include two trips to Austin to the TCEQ. Also, Melden & Hunt, Inc. will prepare and participate in the public hearing related to the discharge application. Services will include all normal services related to securing a discharge permit through and including the public hearing. Service beyond the public hearing required as the result of the application being protested is not included as part of this service. Edinburg will be responsible for charges by the TCEQ for the discharge permit application.
- C.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, and Others as necessary to secure a Site Certificate for the construction of the project.

D. INSPECTION

- D.1 Review the progress schedule, shop drawings, equipment submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such submitted documents.
- D.2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- D.3 Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation— RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- D.4 Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Inspector's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- D.5 Report to Engineer whenever Inspector believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide

recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- D.6 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
- D.7 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- D.8 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- D.9 Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- D.10 Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work

E. CONSTRUCTION STAKING

- E.1 Provide construction staking services on the gravity collection lines. The services will include the one-time staking of the sanitary sewer lines at intervals of 200 feet or less and at connection points or changes in direction to clearly define the route. All stakes will be set on offsets so that construction work can be accomplished without initially destroying the stakes.
- E.2 Provide construction staking services for the wastewater treatment plant. The services will include the onetime staking to provide a benchmark and base line for the Contractor to use for the layout and construction of the treatment plant.

F. O&M MANUAL

The ENGINEER will provide a bound Operation and Maintenance Manual for all process equipment in the plant.

G. MATERIALS TESTING

Melden and Hunt, Inc. will furnish the coordination of the Geotechnical/Materials Testing Lab at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

ADDITIONAL SERVICES

A. ADDITIONAL SERVICES

Additional Services are those services, which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by Edinburg with the fee for the service being negotiated at the time of the request. Edinburg will issue a separate notice to proceed for each additional service requested.

- A.1 Assistance to Edinburg as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
- A.2 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.
- A.3 Investigations involving detailed considerations of operations, maintenance and overhead expenses.
- A.4 Cash flow and economic evaluations, rate schedules and appraisals.
- A.5 Additional work resulting from the default of the Construction Contractor.
- A.6 Any work not identified as Basic or Special Services above.

EXHIBIT "B"

EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES			\$ 318,000
A.	CWSRF Financial Application	\$ 52,000	
B.	Engineering Feasibility Report	\$ 140,000	
C.	Environmental Information Document	\$ 126,000	

BASIC SERVICES			\$ 3,218,000
A.	Design Services		\$ 2,413,000
	Upgrades to Existing WWTP	\$ 798,000	
	New WWTP	\$ 1,300,000	
	Collection System	\$ 315,000	
B.	Bid Services		\$ 161,000
	Upgrades to Existing WWTP	\$ 52,000	
	New WWTP	\$ 85,000	
	Collection System	\$ 24,000	
C.	Construction Services		\$ 644,000
	Upgrades to Existing WWTP	\$ 212,000	
	New WWTP	\$ 346,000	
	Collection System	\$ 86,000	

SPECIAL SERVICES			\$ 534,000
A.	Surveying		\$ 46,000
	Upgrades to Existing WWTP	\$ 7,000	
	New WWTP	\$ 15,000	
	Collection System	\$ 24,000	
B.	Subsurface Exploration (to be done by others)		\$ -
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	
C.	Permits		\$ 57,000
	Upgrades to Existing WWTP	\$ 21,000	
	New WWTP	\$ 29,000	
	Collection System	\$ 7,000	
D.	Inspection		\$ 325,000
	Upgrades to Existing WWTP	\$ 99,000	
	New WWTP	\$ 181,000	
	Collection System	\$ 45,000	
E.	Construction Staking		\$ 68,000
	Upgrades to Existing WWTP	\$ 5,000	
	New WWTP	\$ 12,000	
	Collection System	\$ 51,000	
F.	O&M Manual		\$ 38,000
	Upgrades to Existing WWTP	\$ 13,000	
	New WWTP	\$ 21,000	
	Collection System	\$ 4,000	
G.	Materials Testing (to be done by others)		\$ -
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	

TOTAL \$ 4,070,000

Note: Fees for services are due as a percentage of completion of the task.

Agreement WWTP - Melden and Hunt Inc.

Amendment #1 MHI 4-11-24

Page 25 of 31

Page 30 of 40

EXHIBIT "C"

EXHIBIT "C"
Engineers Hourly Rate Schedule for Additional Services
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENT PROJECT

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PRINCIPAL	\$150.00/HOUR
SENIOR ENGINEER / PROJECT MANAGER/GIS MANAGER	\$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	\$125.00/HOUR
GENERAL MANAGER	\$110.00/HOUR
PROJECT ENGINEER	\$125.00/HOUR
E.I.T.	\$ 90.00/HOUR
S.I.T.	\$ 90.00/HOUR
PROJECT MANAGER	\$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	\$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	\$100.00/HOUR
SURVEY CREW	\$ 50.00/HOUR
SURVEY RESEARCH	\$ 55.00/HOUR
DRAFTING TECH INTERN	\$ 40.00/HOUR
DRAFTING TECH 1	\$ 55.00/HOUR
DRAFTING TECH 2	\$ 60.00/HOUR
DRAFTING TECH 3	\$ 65.00/HOUR
DRAFTING TECH 4	\$ 70.00/HOUR
DRAFTING TECH 5	\$ 75.00/HOUR
DRAFTING TECH 6	\$ 80.00/HOUR
GIS TECH	\$ 65.00/HOUR
ADMINISTRATION	\$ 55.00/HOUR
CLERICAL / DELIVERY	\$ 35.00/HOUR

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE

REIMBURSABLE Supplies (See Below)

Stakes & Hubs	\$ 1.00
Rebar	\$ 2.00
Monuments	\$ 6.00
Postage / Shipping	Billed Cost
Printing	Billed Cost
Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page	
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page	
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.	

EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2021

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

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

PRODUCER  STATE FARM INSURANCE ROBERT ELIZALDE 5107 S MCCOLL RD EDIBURG, TX 78539	CONTACT NAME BIANCA TERAN PHONE (A/C, No, Ext) 956-683-9800 FAX (A/C, No) 956-683-9810 E-MAIL ADDRESS INFO@ROBERTELIZALDE.COM INSURER(S) AFFORDING COVERAGE INSURER A State Farm Mutual Automobile Insurance Company INSURER B State Farm Fire and Casualty Company INSURER C INSURER D INSURER E INSURER F	NAIC # 25178 25143
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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 SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	172 5834-B10-53E Primary/ Non-Contributory	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$		90-B8-L943-1	02/14/2021	02/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 5,000,000 OTHER:
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)
City of Edinburg Wastewater System Improvement Project.

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg 415 W University Drive 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 <i>Bianca Teran</i>
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ACORD 25 (2016/03)

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Agreement WWTP - Melden and Hunt Inc
Amendment #1 MHI 4-11-24Page 29 of 31
Page 34 of 40

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
03/22/2021

PRODUCER Valley Insurance Services 508 South 12th Avenue Edinburg TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Melden & Hunt Inc. 115 W. McIntyre Edinburg TX 78539	INSURERS AFFORDING COVERAGE INSURER A Transportation Insurance Company INSURER B Texas Mutual Insurance Company INSURER C INSURER D INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC	5084063580	08/12/2020	08/12/2021	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2021	02/13/2022	☒ WC STATU- TORY LIMITS ☐ OTHER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Edinburg is included as an Additional Insured with respect to General Liability as per written agreement. A blanket waiver of subrogation applies to both policies.
City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

City of Edinburg
415 West University Drive
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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

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

PRODUCER AssuredPartners of Washington, LLC 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No. Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL: jim.ledbetter@assuredpartners.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 41718
INSURED Melden & Hunt Inc 115 W McIntyre St Edinburg TX 78541	MELD&HU-01

COVERAGES

CERTIFICATE NUMBER: 1620553715

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPL30003851300	2/15/2021	2/15/2022	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W. University Drive 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 <i>Matthew L. Copus</i>
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ACORD 25 (2016/03)

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**EXHIBIT "B" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

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

March 2, 2024

Tom Reyna
Assistant City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78539

Ref: Melden & Hunt, Inc. Amendment of Fee Schedule for Wastewater System Improvements

Dear Tom,

As you are aware, Edinburg's financial advisor advised the City to secure funding at a value that was less than originally estimated. With the reduced budget and due to inflation in construction costs, it became necessary to divide the project into phases. An allocation of approximately \$29M has been designated for Phase I, and portions of Phase 2.

Edinburg will need to seek funding for Phase II activities in the future.

In light of this, we have revised our engineering fee schedule to accommodate these two phases. The updated Exhibit "B" is enclosed for your review and approval. Should you have any questions or require additional information, please do not hesitate to reach out.

Thank you for your attention to this matter.

Respectfully,

Allan B. Booe, P.E.
Melden & Hunt, Inc.

Cc: Gerardo Carmona, P.E., Utilities Director
Arturo Martinez, Director of Water Resources

Attachments: Amended Fee Schedule for Phase I & II

Amendment No. 1 (04/02/2024)
Phase 1 Services
EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES				\$ 318,000
A.	CWSRF Financial Application		\$ 52,000	
B.	Engineering Feasibility Report		\$ 140,000	
C.	Environmental Information Document		\$ 126,000	

BASIC SERVICES				\$ 2,786,000
A.	Design Services		\$ 2,413,000	
	Upgrades to Existing WWTP	\$ 798,000		
	New WWTP	\$ 1,300,000		
	Collection System	\$ 315,000		
B.	Bid Services		\$ 161,000	
	Upgrades to Existing WWTP	\$ 52,000		
	New WWTP	\$ 85,000		
	Collection System	\$ 24,000		
C.	Construction Services		\$ 212,000	
	Upgrades to Existing WWTP	\$ 212,000		
	New WWTP	\$ -		
	Collection System	\$ -		

SPECIAL SERVICES				\$ 283,000
A.	Surveying		\$ 46,000	
	Upgrades to Existing WWTP	\$ 7,000		
	New WWTP	\$ 15,000		
	Collection System	\$ 24,000		
B.	Subsurface Exploration		\$ -	
	Upgrades to Existing WWTP	\$ -		
	New WWTP	\$ -		
	Collection System	\$ -		
C.	Permits		\$ 57,000	
	Upgrades to Existing WWTP	\$ 21,000		
	New WWTP	\$ 29,000		
	Collection System	\$ 7,000		
D.	Inspection		\$ 99,000	
	Upgrades to Existing WWTP	\$ 99,000		
	New WWTP	\$ -		
	Collection System	\$ -		
E.	Construction Staking		\$ 68,000	
	Upgrades to Existing WWTP	\$ 5,000		
	New WWTP	\$ 12,000		
	Collection System	\$ 51,000		
F.	O&M Manual		\$ 13,000	
	Upgrades to Existing WWTP	\$ 13,000		
	New WWTP	\$ -		
	Collection System	\$ -		
G.	Materials Testing		\$ -	
	Upgrades to Existing WWTP	\$ -		
	New WWTP	\$ -		
	Collection System	\$ -		

TOTAL \$ 3,387,000

Note: Fees for services are due as a percentage of completion of the task.

Amendment No. 1 (04/02/2024)
Phase 2 Services
EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES				\$	-
A.	CWSRF Financial Application		\$	-	
B.	Engineering Feasibility Report		\$	-	
C.	Environmental Information Document		\$	-	

BASIC SERVICES				\$	432,000
A.	Design Services		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Bid Services		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Construction Services		\$	432,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	346,000		
	Collection System	\$	86,000		

SPECIAL SERVICES				\$	251,000
A.	Surveying		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Subsurface Exploration		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Permits		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
D.	Inspection		\$	226,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	181,000		
	Collection System	\$	45,000		
E.	Construction Staking		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
F.	O&M Manual		\$	25,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	21,000		
	Collection System	\$	4,000		
G.	Materials Testing		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		

TOTAL \$ 683,000

Note: Fees for services are due as a percentage of completion of the task.