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
JANUARY 6, 2026
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. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing South Texas Health System (STHS) Edinburg as Forbes America's Top Hospital for 2026. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, Being a 1.17 Acre Tract of Land More or Less Out of Lot 1, Section 269, Texas- Mexican Railway Company Survey, Located at 2038 E. Richardson Road, as Requested by Michael Gaitan. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment

from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, Being a Tract I: A Tract of Land Containing 0.52 Acre Out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract II: A Tract of Land In Lot Six (6), In Section No. Two Hundred Thirty-Seven (237), Texas-Mexican Railway Company's Survey, Located at 2901 W. Chapin Road, As Requested By RJC Development Group LLC. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being All of Lot 2B Replat of Lewis Subdivision, and a 0.3969-Acre (17,889 Sq. Ft.) Tract of Land, Being a Portion of Lot 2A, Block C, in The Lewis Subdivision, Located at 1319 and 1313 N. I-69C, As Requested By Bowman. [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision, Located at 1000 W. Alberta Road, As Requested By Melden and Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi- Family (RM) District, Being Lots 11 and 12, Block 115, Original Townsite of Edinburg, Located at 701 E. Lovett, As Requested By Firm Foundation Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. AWARDING OF BIDS

A. Consider Awarding Bid No. 2026-01, Outside Fleet Repair Service Rate of Off Warranty Units to Carrera Hydraulics, LLC of Monte Alto, Texas, CC Truckers, LLC of Edinburg, Texas and, Capital Towing, LLC of Edinburg, Texas Based on Types of Services and Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

B. Consider Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Manager]

9. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Edinburg Economic Development Corporation Board of Directors, Two Members. [Clarice Y. Balderas, City Secretary]

10. 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 U.S. Department of Transportation, Federal Aviation Administration for the Fiscal Year 2026 Airport Terminal Program Grant and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

B. Consider Resolution Authorizing the Mayor to Execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026. [Claudia L. Farias, Director of Grants Administration]

C. Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

D. Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

E. Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-CPO-5687, in the amount of $81,318.30. [Daniel Vera, Director of Information Technology]

F. Consider Approving a Memorandum of Understanding Between the City of Edinburg and the Texas Division of Emergency Management for Participation in the State of Texas Emergency Management Assistance Teams Program. [Omar Garza, Fire Chief]

G. Consider Authorizing the Purchase of New Tires From Goodyear Commercial Tire & Service Centers and T & W Tire, LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Based on Unit Prices as Listed. [Ramiro L. Gomez, Director of Solid Waste Management]

H. Consider Authorizing the Purchase of the Headworks Bridge Crane from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24 in the Amount Not to Exceed $92,400.00. [Gerardo Carmona, Jr, P.E., Director of Utilities]

I. Consider Authorizing the Purchase of Two (2) Non-Potable Pumps From Lewis Electric Motors & Pumps, Inc, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25, in the Amount Not to Exceed $87,567.60. [Gerardo Carmona Jr., P.E., Director of Utilities]

11. OTHER BUSINESS

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

12. 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 regarding pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of

the Open Meetings Act. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)

C. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

D. Discussion and Possible Action Regarding Economic Development Matters - Project Happy Gilmore (§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.

13. 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 December 29, 2025 at 7:00 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: January 6, 2026
PROCLAMATION/RECOGNITION
Agenda Item No: 5.A.
Proclamation: South Texas Health System

1. **Agenda Item:**
   Presentation of Proclamation Recognizing South Texas Health System (STHS) Edinburg as Forbes America's Top Hospital for 2026. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   South Texas Health System Edinburg has been named to the 2026 Forbes list of America's Top Hospitals. The facility is one of only 253 of the more than 5,400 eligible hospitals nationwide to earn a 5-star rating, including only 13 in Texas.

   This distinction reflects the dedication and expertise of our entire care team who strive daily to provide exceptional, patient-centered care. Being named alongside the hospitals nationwide to earn this recognition underscores our commitment to clinical excellence, innovation, and the wellbeing of the communities we proudly serve.

3. **Staff's Recommendation:**
   Proclamation recognizing South Texas Health System (STHS) Edinburg as the 2026 Forbes list of America's Top Hospitals.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: STHS 2026 Top Hospitals

PROCLAMATION



SOUTH TEXAS HEALTH SYSTEM (STHS) EDINBURG

WHEREAS, the Forbes Top Hospitals list, introduced in 2026, assists consumers in identifying general U.S. acute care hospitals that consistently deliver outstanding quality and value. The rating system uses independently validated measures from the Centers for Medicare & Medicaid Services Provider Data Catalog, assessing hospitals on patient outcomes, best practices, value and patient experience; and,

WHEREAS, South Texas Health System (STHS) is deeply committed to providing every patient with safe, high-quality and compassionate care, to deliver healthcare services that patients recommend, physicians prefer and communities trust; and,

WHEREAS, STHS Edinburg was named to the 2026 Forbes list of America's Top Hospitals. The facility is one of only 253 of the more than 5,400 eligible hospitals nationwide to earn a 5-star rating, including only 13 in Texas; and,

WHEREAS, a key component of the methodology is its strong emphasis on clinical patient outcomes, including mortality, survival, infection, and readmission rates. These outcomes are further adjusted for social drivers of health to support comparison of hospital quality despite differences between any given hospital's location and patients; and,

WHEREAS, STHS Edinburg is recognized for outstanding quality across patient outcomes, best practices, value, and patient experience using CMS data, highlighting the dedication of its care teams in delivering exceptional care for the Rio Grande Valley; and,

WHEREAS, this recognition follows a series of recent accolades for STHS Edinburg, including a Best Regional Hospital designation by *U.S. News & World Report* for the fourth consecutive year; and,

WHEREAS, the Edinburg City Council recognizes this distinction accentuates South Texas Health System's commitment to clinical excellence for the Rio Grande Valley community across its facilities, including STHS Edinburg.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

SOUTH TEXAS HEALTH SYSTEM EDINBURG

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 6th day of January, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
PUBLIC HEARINGS
Agenda Item No: 7.A.
Comprehensive Plan Amendment and Rezoning Request - Michael Gaitan

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, Being a 1.17 Acre Tract of Land More or Less Out of Lot 1, Section 269, Texas- Mexican Railway Company Survey, Located at 2038 E. Richardson Road, as Requested by Michael Gaitan. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of E. Richardson Road, approximately 840 feet west of N. M Road. The property is currently zoned Commercial, General (CG) District. The requested zoning is Residential, Primary (RP) District. This district has a predominantly autourban character. It is the primary residential district, intended to permit a wide range of singlefamily residential uses. This property has a total frontage of 40 feet along E. Richardson Road and a lot depth of 556.48 to its deepest point for a total area of 1.17 acres. Currently the parcel is occupied by a single-family residential property. The applicant is wanting to expand the residential use, thus the need for the rezoning request.

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

Staff mailed a notice of the public hearing to 17 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.

On December 3, 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 December 11, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, based on the current use of the property. 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 – 12/11/2025
CITY COUNCIL – 01/06/2026
DATE PREPARED – 12/03/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Michael Gaitan

AGENT: Not Applicable

LEGAL: Being a 1.17 Acre Tract of Land More or Less Out of Lot 1, Section 269, Texas-Mexican Railway Company Survey

LOCATION: 2038 E. Richardson Road

LOT/TRACT SIZE: 1.17 acres

CURRENT USE: Residential Uses

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial Uses

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

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

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MICHAEL GAITAN

EVALUATION

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

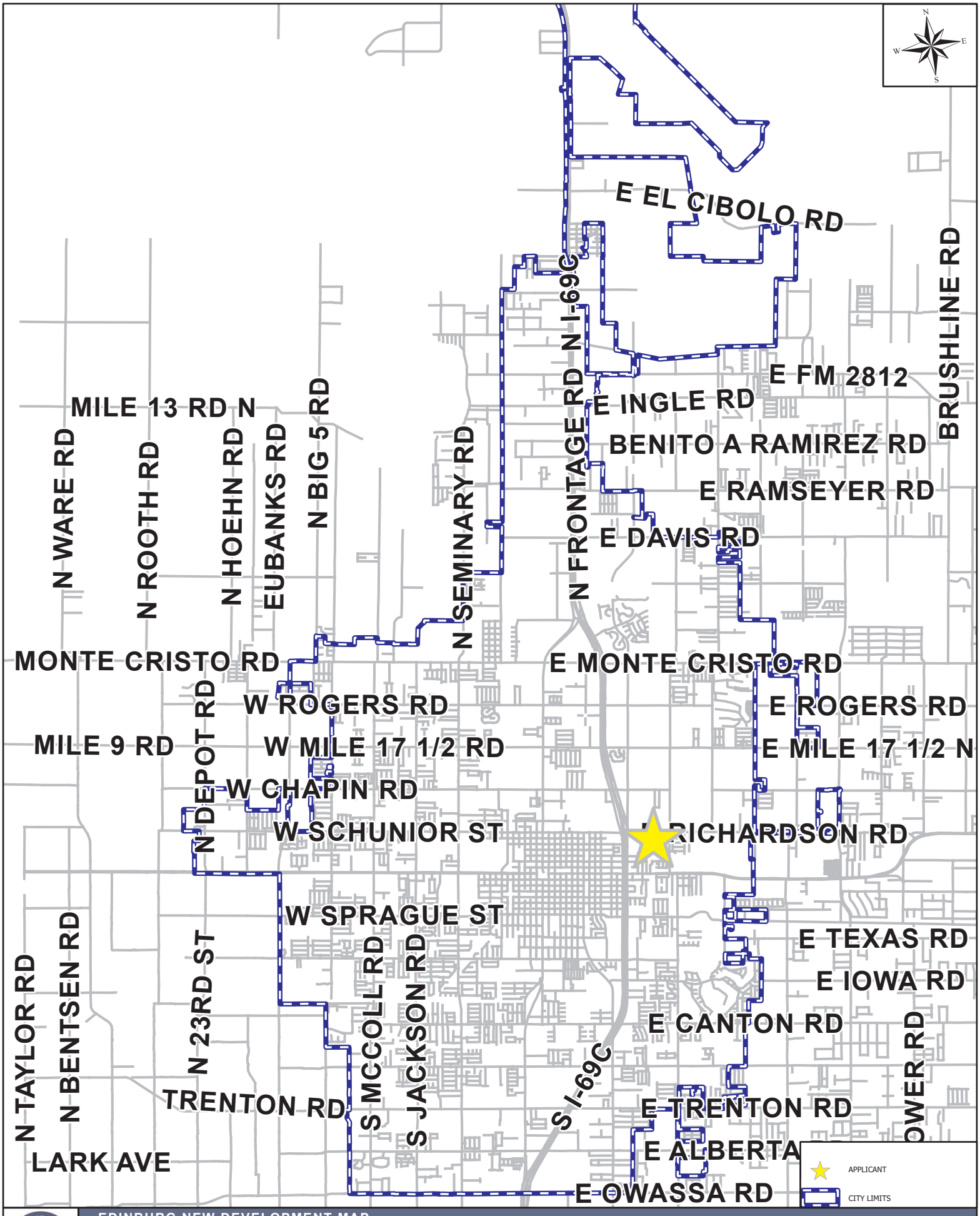
1. The land is currently used as a residential primary use.

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

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

Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, based on the current use of the property. 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 17 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

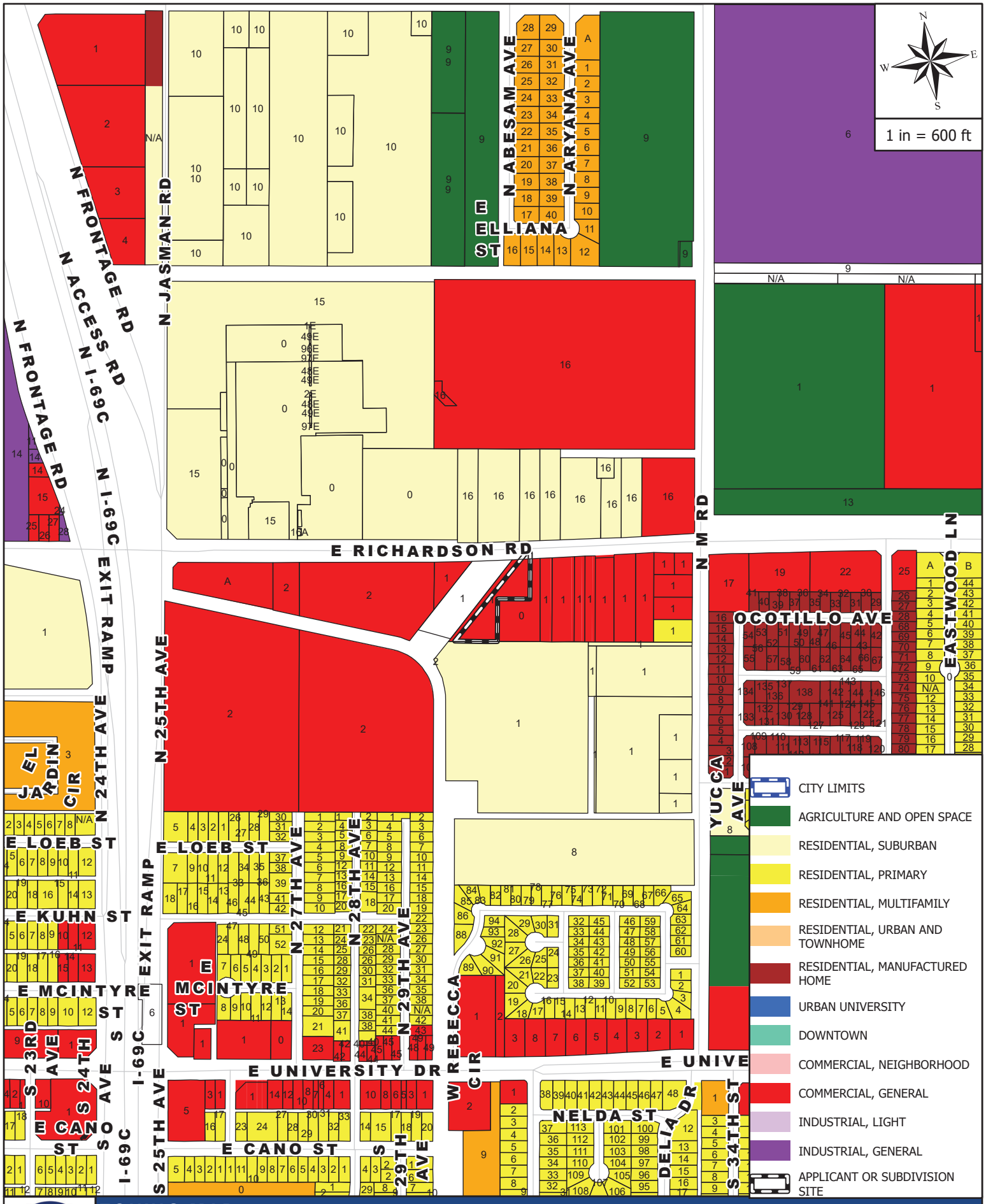
RZNE-2025-0287 2038 E RICHARDSON RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

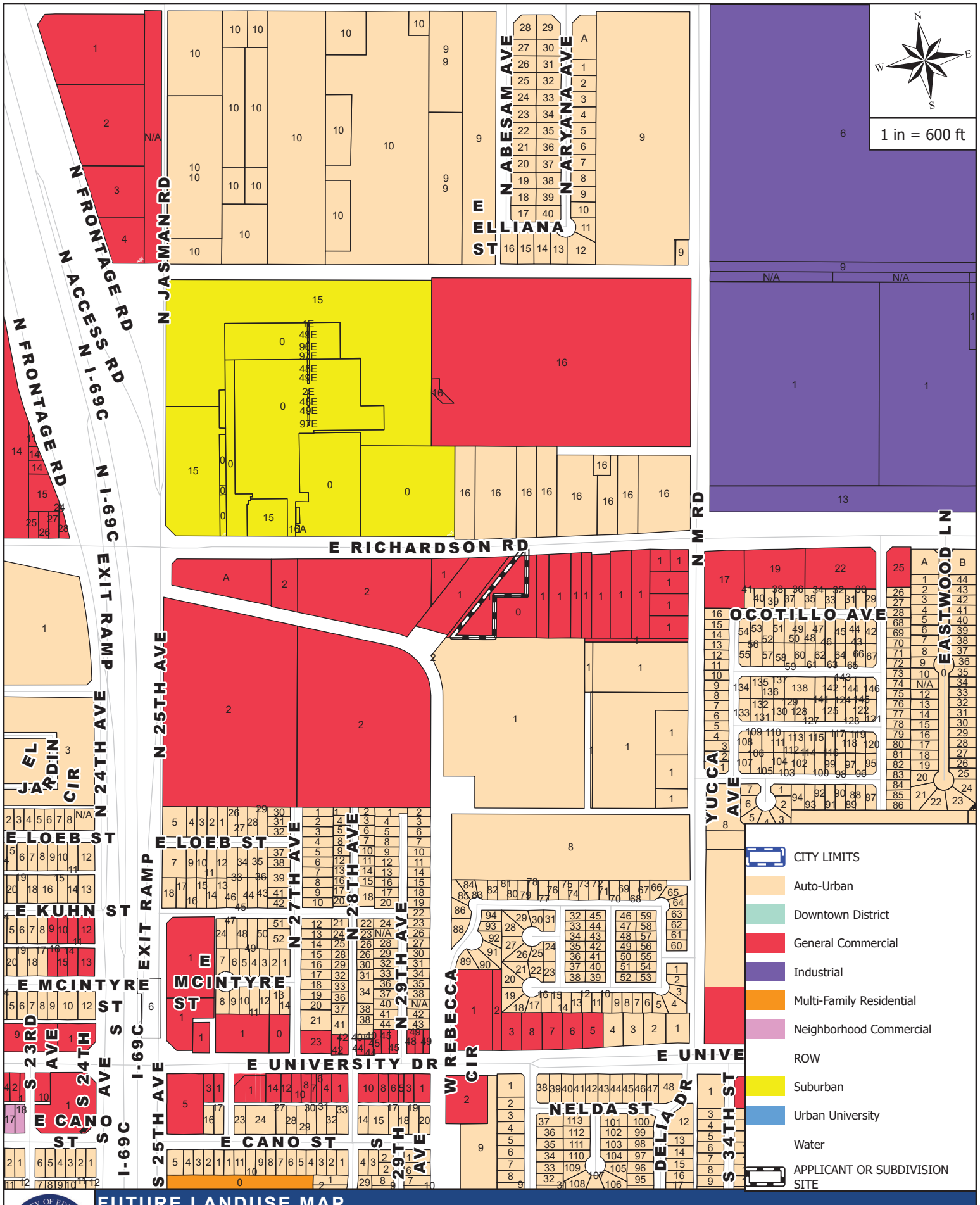
RZNE-2025-0287 2038 E RICHARDSON RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

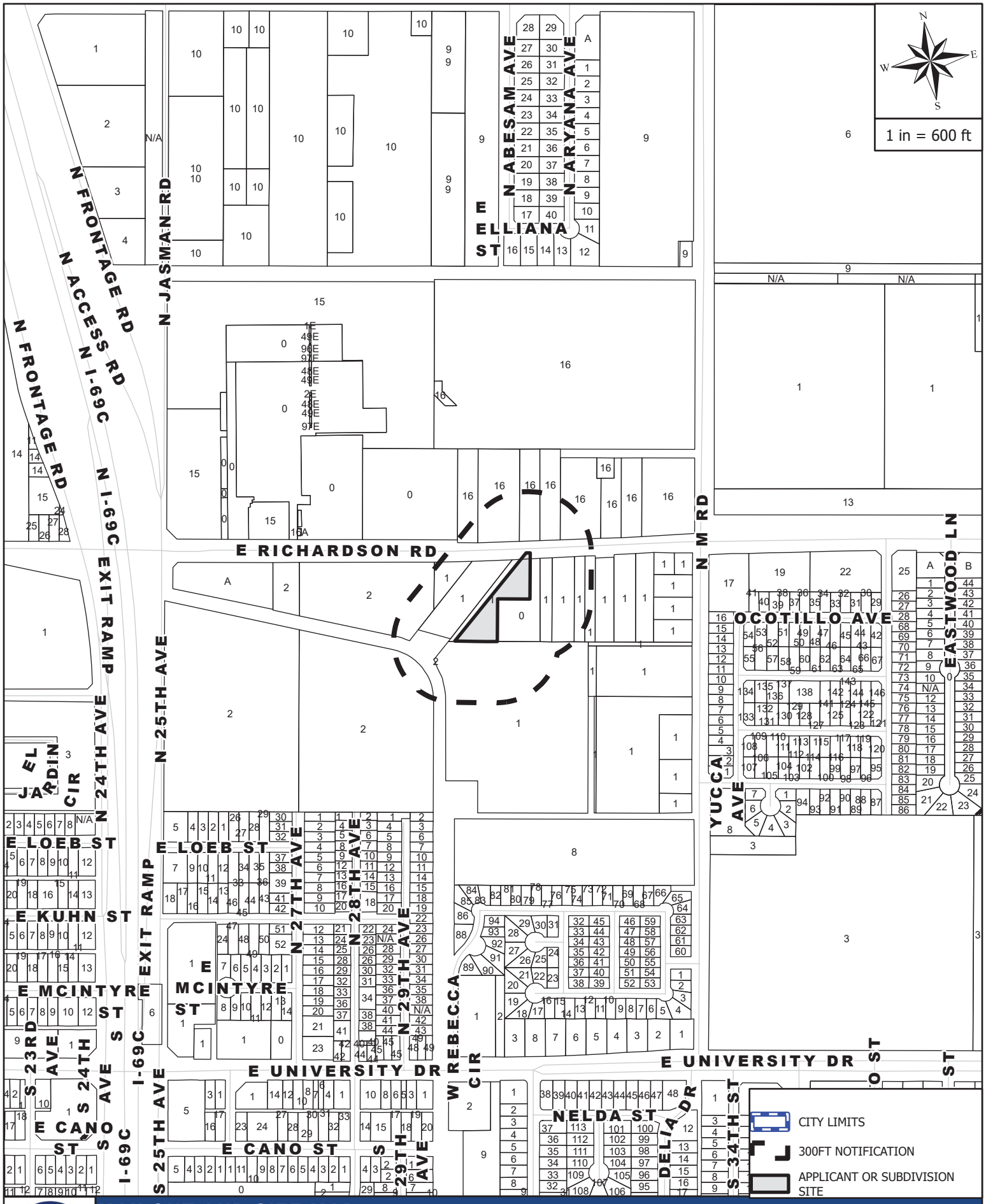
RZNE-2025-0287 2038 E RICHARDSON RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0287 2038 E RICHARDSON RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

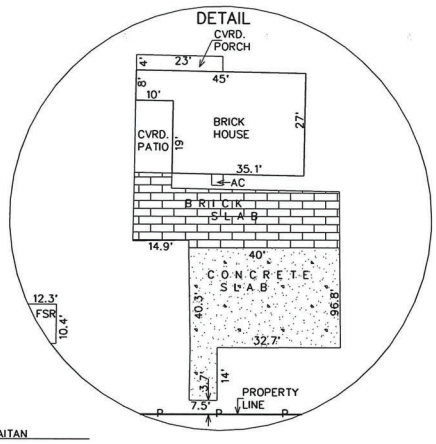
RZNE-2025-0287 2038 E RICHARDSON RD

Rezoning Request Site Photo

Michael Gaitan

2038 E Richardson Rd





BUYER'S NAME: MICHAEL GAITAN

FLOOD ZONE: ZONE: "X" COMMUNITY PANEL NUMBER: 480338 0020 E
MAP REVISED: MAY 14, 2001

I CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. © COPYRIGHT 2025 PENA ENGINEERING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HEREON. IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED TO COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE

ADDRESS: 2038 E. RICHARDSON ROAD EDINBURG, TEXAS 78542

LEGAL DESCRIPTION: TRACT I:
A 1.17 ACRE TRACT OF LAND MORE OR LESS OUT OF LOT 1 SECTION 269, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 24, PAGE 168 MAP RECORDS, HIDALGO COUNTY TEXAS.

Pablo Peña

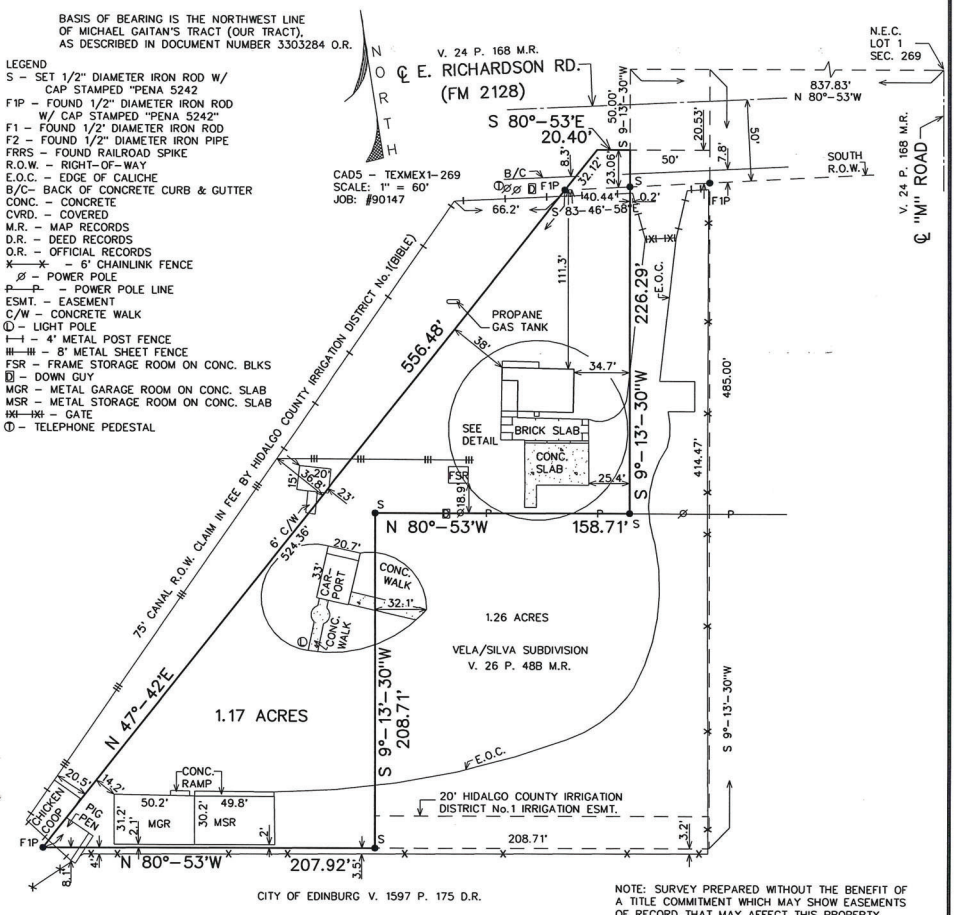
PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242
DATE: 10/14/2025

STATE OF TEXAS
REGISTERED
PABLO PENA III
5242
PROFESSIONAL
LAND SURVEYOR

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362
FIRM#10087200

BASIS OF BEARING IS THE NORTHWEST LINE OF MICHAEL GAITAN'S TRACT (OUR TRACT), AS DESCRIBED IN DOCUMENT NUMBER 3303284 O.R.

LEGEND
S - SET 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242
F1P - FOUND 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242"
F1 - FOUND 1/2" DIAMETER IRON ROD
F2 - FOUND 1/2" DIAMETER IRON PIPE
FRRS - FOUND RAILROAD SPIKE
R.O.W. - RIGHT-OF-WAY
E.O.C. - EDGE OF CALICHE
B/C - BACK OF CONCRETE CURB & GUTTER
CONC. - CONCRETE
CVRD. - COVERED
M.R. - MAP RECORDS
D.R. - DEED RECORDS
O.R. - OFFICIAL RECORDS
-X-X- - 5' CHAINLINK FENCE
Ø - POWER POLE
P-P- - POWER POLE LINE
ESMT. - EASEMENT
C/W - CONCRETE WALK
LP - LIGHT POLE
-I-I- - 4' METAL POST FENCE
-III-III- - 8' METAL SHEET FENCE
FSR - FRAME STORAGE ROOM ON CONC. BLKS
DG - DOWN GUY
MGR - METAL GARAGE ROOM ON CONC. SLAB
MSR - METAL STORAGE ROOM ON CONC. SLAB
-IX-IX- - GATE
TP - TELEPHONE PEDESTAL



CITY OF EDINBURG V. 1597 P. 175 D.R.

NOTE: SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS OF RECORD THAT MAY AFFECT THIS PROPERTY.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 1.17 ACRE TRACT OF LAND MORE OR LESS OUT OF LOT 1, SECTION 269, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 2038 E. RICHARDSON 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, General (CG) 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 Being a 1.17 Acre Tract of Land More or Less out of Lot 1, Section 269, Texas-Mexican Railway Company Survey, Located at 2038 E. Richardson Road from Commercial, General (CG) 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 December 11, 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 January 6, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District, and Residential, 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 Commercial, General (CG) 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 6th day of January 2026.

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, BEING A 1.17 ACRE TRACT OF LAND MORE OR LESS OUT OF LOT 1, SECTION 269, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 2038 E. RICHARDSON ROAD, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of January 2026.

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: January 6, 2026
PUBLIC HEARINGS
Agenda Item No: 7.B.
Comprehensive Plan Amendment and Rezoning Request - RJC Development Group LLC

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, Being a Tract I: A Tract of Land Containing 0.52 Acre Out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract II: A Tract of Land In Lot Six (6), In Section No. Two Hundred Thirty-Seven (237), Texas-Mexican Railway Company's Survey, Located at 2901 W. Chapin Road, As Requested By RJC Development Group LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the northwest corner of W. Chapin Road and N. McColl Road.The property is currently zoned Residential, Multi-Family (RM) District. This property has a total frontage of 267.96 feet of frontage along N. McColl Road and a lot depth of 134.54 along W. Chapin Road, for a total area of 1.68 acres. This property is part of The Divine Apartments Subdivision that was recently recorded on November 18, 2025. The requested zoning designation is 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. The applicant is requesting the zone change to establish a new commercial plaza.

Adjacent zoning is Commercial, General (CG) District to the south, Residential, Multi-Family (RM) District to the east, Residential, Manufactured Home (RMH) District to the north and Suburban, Residential (RS) District to the west. Surrounding land consists of single-family residential uses, multi-family uses, and vacant land. The future land use designation for this property is for Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 33 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.

On December 3, 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 December 11, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-

Family (RM) District to Commercial, General (CG) District based on the 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 – 12/11/2025
CITY COUNCIL – 01/06/2026
DATE PREPARED – 12/03/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Martha Alicia Aguilar

AGENT: RJC Development Group LLC

LEGAL: Being a Tract I: A Tract of Land Containing 0.52 Acre Out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract II: A Tract of Land in Lot Six (6), In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey

LOCATION: Located at 2901 W. Chapin Road

LOT/TRACT SIZE: 1.68 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial Uses

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING:
North – Residential, Manufactured Home (RMH) District
South – Commercial, General (CG) District
East – Residential, Multi-Family (RM) District
West – Suburban, Residential (RS) 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 Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-family (RM) District to Commercial, General (CG) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
RJC DEVELOPMENT GROUP LLC

EVALUATION

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

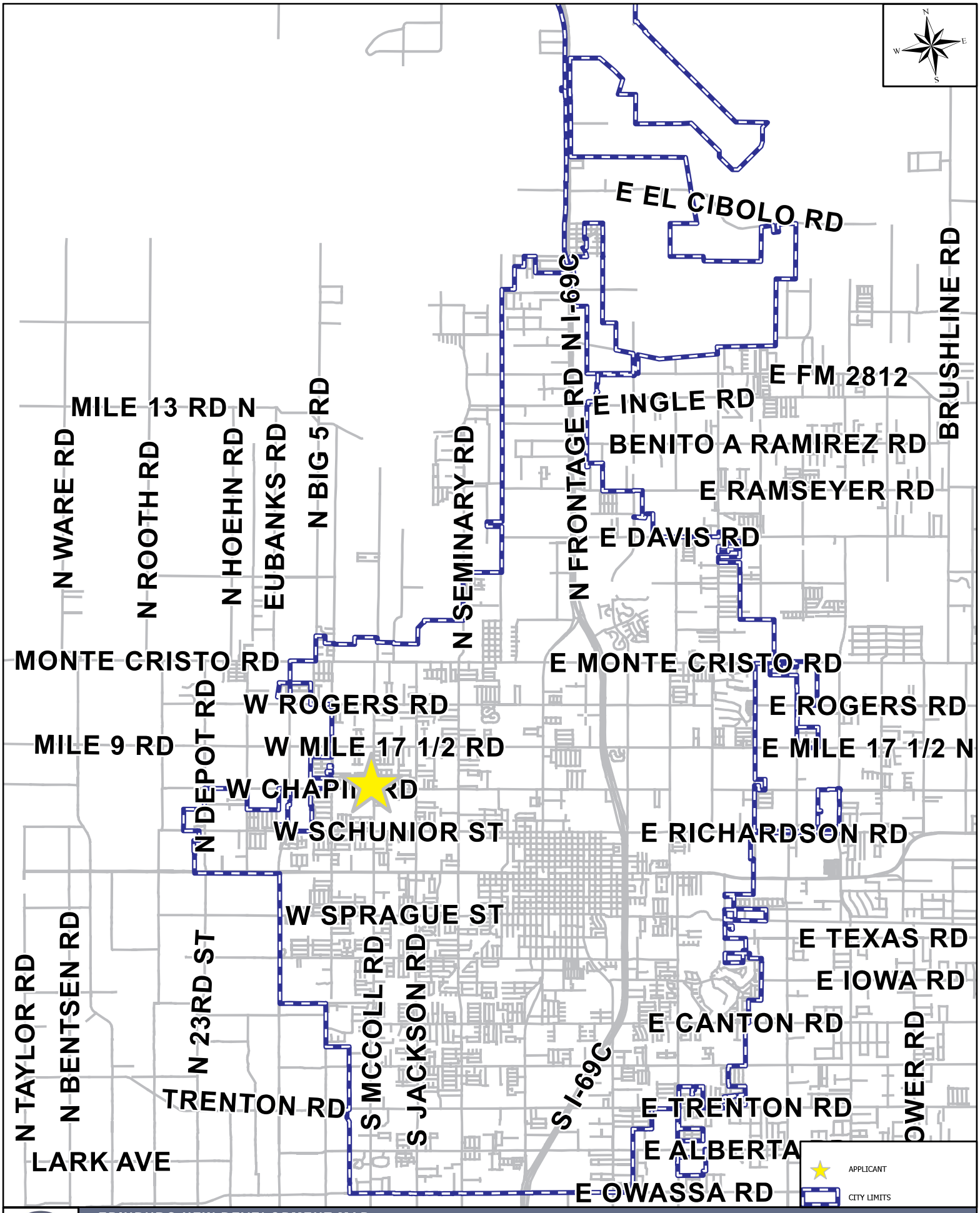
1. The applicant is requesting the zone change to establish a new plaza.

2. Surrounding land consists of single-family residential uses, multi-family uses, and vacant land.

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

Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-family (RM) District to Commercial, General (CG) District based on the 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.

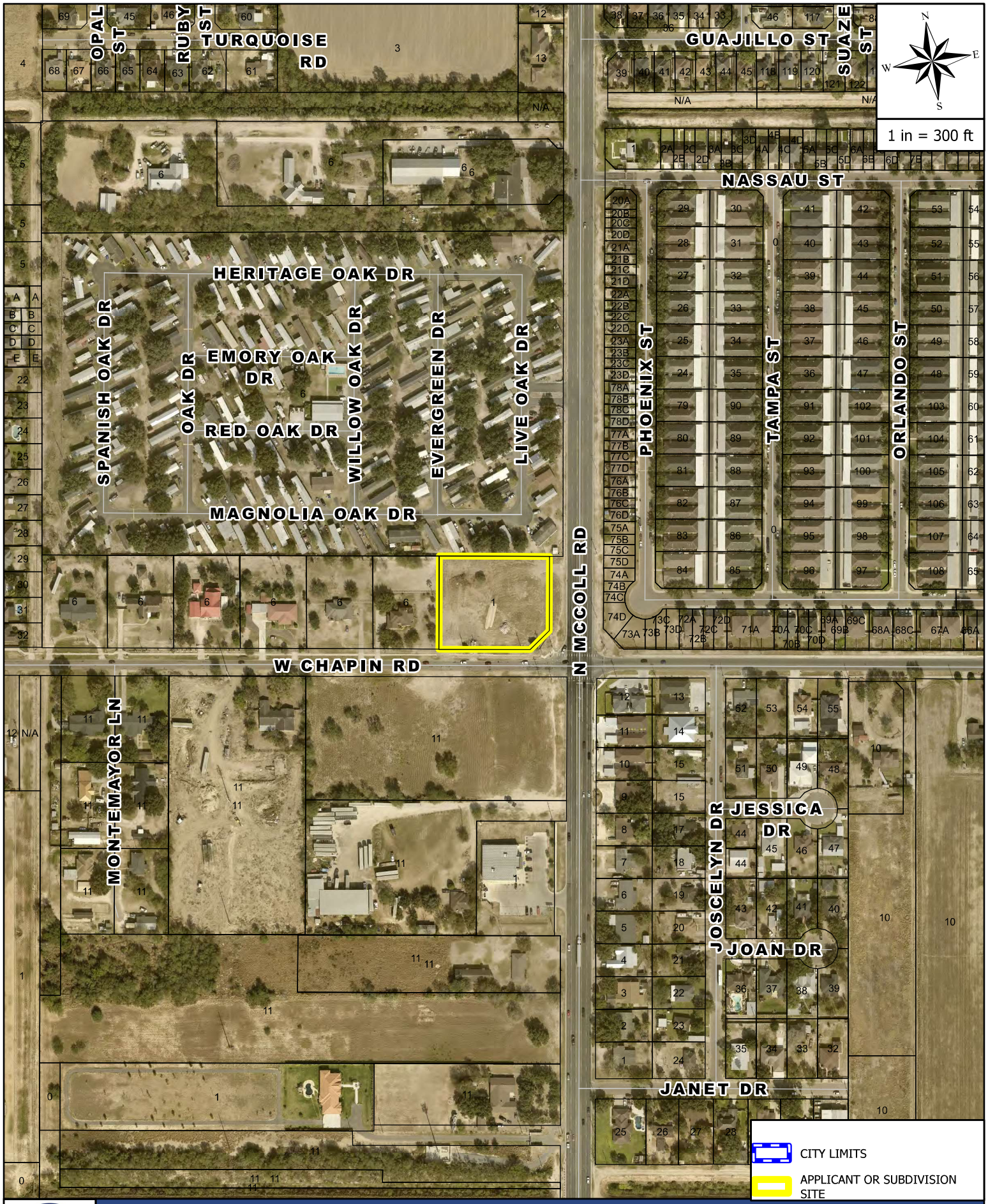
Staff mailed a notice of the public hearing to 33 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

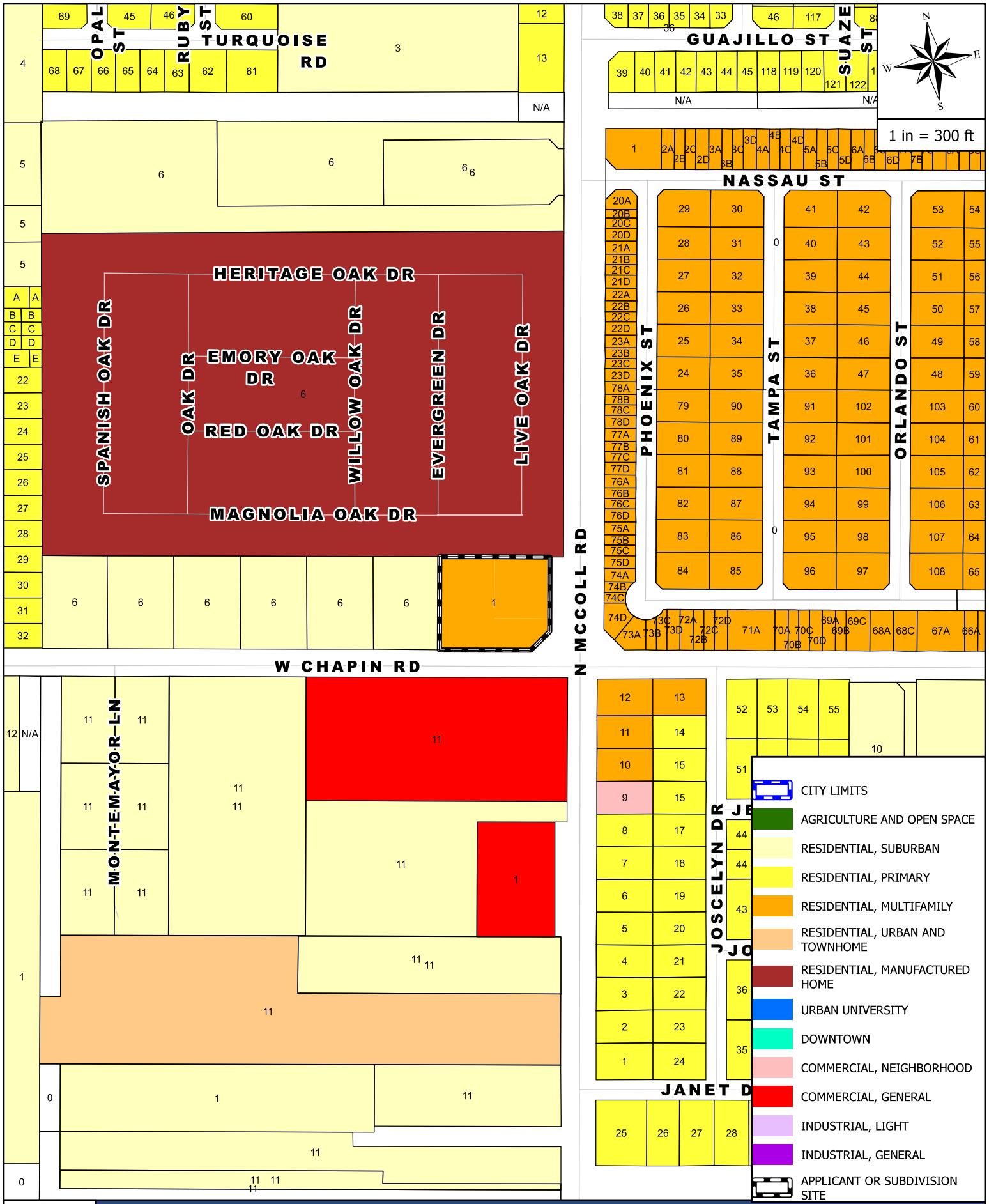
RZNE-2025-0314_2901 W CHAPIN RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

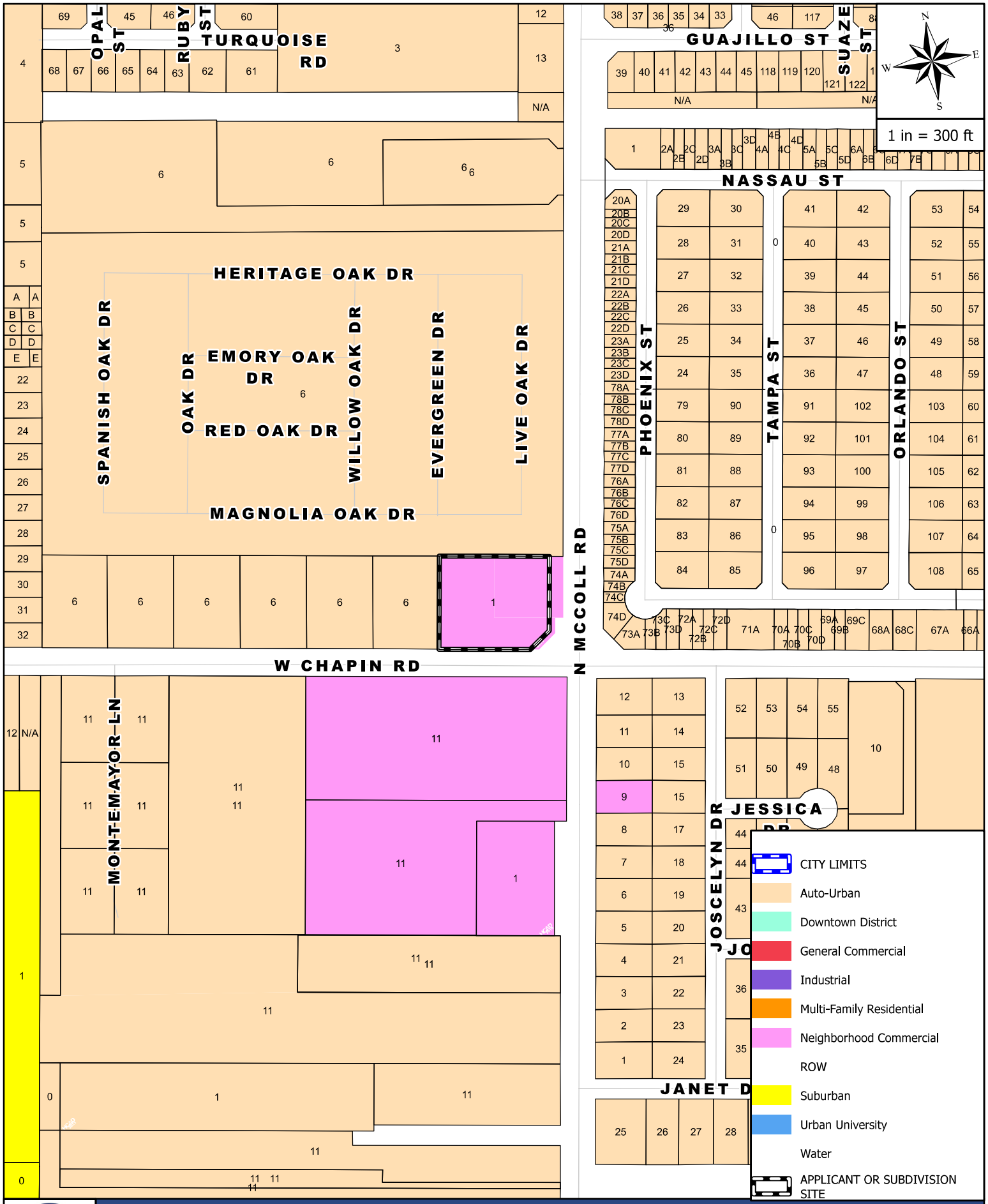
RZNE-2025-0314_2901 W CHAPIN RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

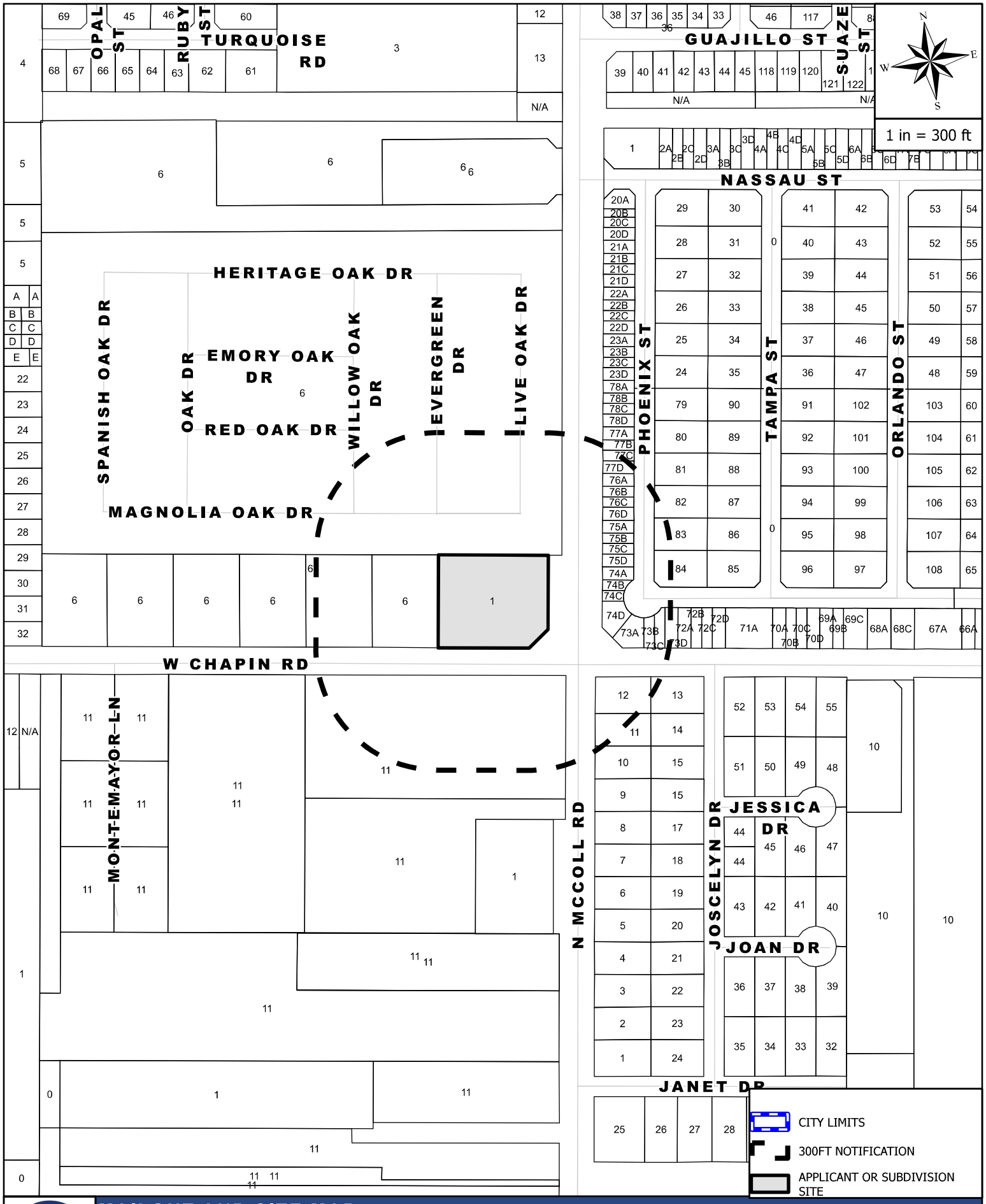
RZNE-2025-0314_2901 W CHAPIN RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0314_2901 W CHAPIN RD



MAILOUT AND SITE MAP

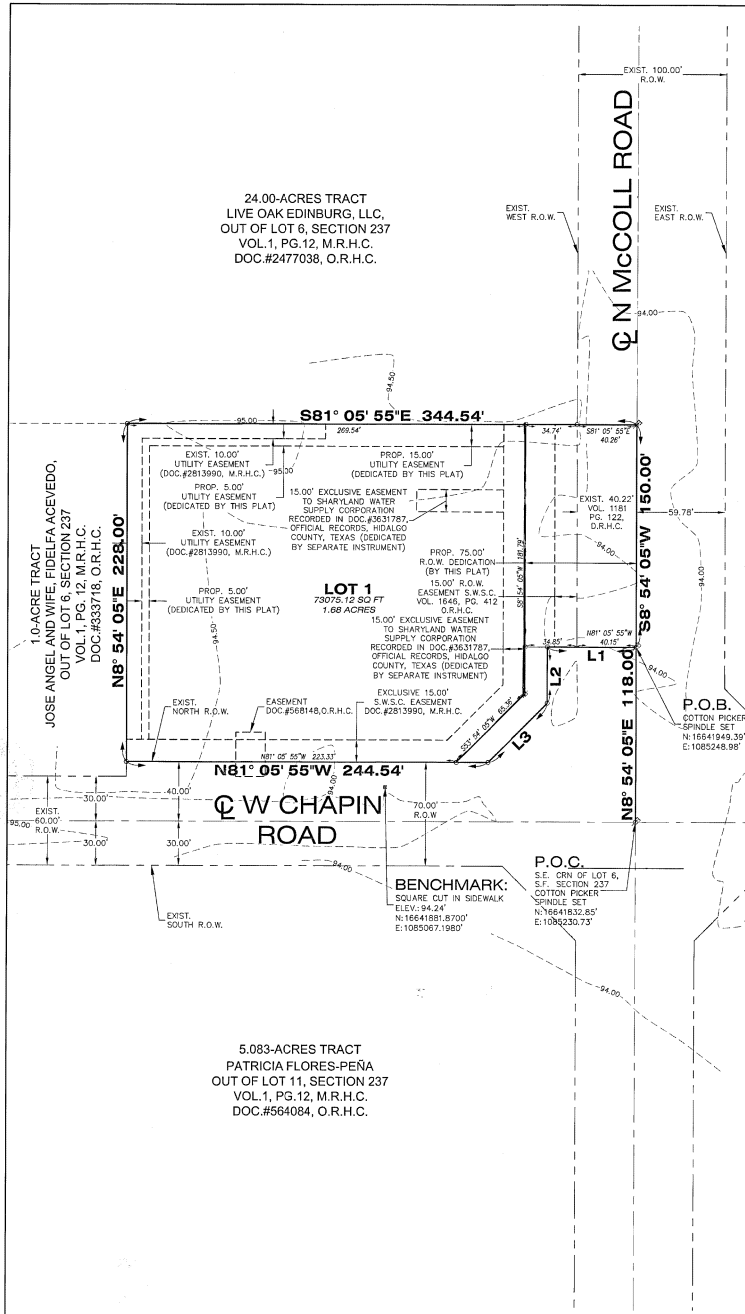
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0314_2901 W CHAPIN RD

Rezoning Request Site Photo

RJC Development Group LLC
2901 W Chapin Rd





OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I, MARTHA ALICIA AGUILAR, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE DIVINE APARTMENTS SUBDIVISION ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS SANITARY SEWER LINES, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF EDINBURG, ALL THE SAME FOR THE PURPOSE OF THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR IN THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF EDINBURG.

MARTHA ALICIA AGUILAR — DATE 9/19/25
3011 LASSO TRAIL
EDINBURG, TEXAS 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTHA ALICIA AGUILAR KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED..

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF September, 2025.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 4/23/2029

Abraham Jaimes Mendoza
My Commission Expires
4/23/2029
Notary ID 131328163

PLANNING & ZONING DIRECTOR

I, THE UNDERSIGNED, OF THE PLANNING AND ZONING DIRECTOR OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS THE DIVINE APARTMENTS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE 15th DAY OF October 2025 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

JAIME ACEVEDO
PLANNING AND ZONING DIRECTOR

CERTIFICATE OF APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT HAS BEEN APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE 9 DAY OF October 2025.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHT-OF-WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

PRESIDENT — SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 EDINBURG, TEXAS

CERTIFICATE OF APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §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.

RAUL E. SESIN, P.E., C.F.M. — DATE 10-20-25
GENERAL MANAGER

SHARYLAND CONDITIONAL APPROVAL BLOCK

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

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

CARLOS LIMA — DATE 10-01-2025
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF SURVEYOR

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

DATED THIS THE 18th DAY OF September 2025.

IVAN GARCIA,
RIO DELTA ENGINEERING
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM#10194027
921 S. 10TH AVENUE, EDINBURG TX 78539
956-380-5152

STATE OF TEXAS
IVAN GARCIA
6496
LICENSED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF ENGINEER

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

DATED THIS THE 18th DAY OF September 2025.

DONALDO RODRIGUEZ, P.E. — DATE 9/18/25
LICENSED PROFESSIONAL ENGINEER No. 148231
FIRM REGISTRATION No. F-24367

STATE OF TEXAS
DONALDO RODRIGUEZ
148231
LICENSED PROFESSIONAL ENGINEER

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: SUBJECT PROPERTY IS LOCATED IN ZONE "X" SHADED. ZONE "X" IS DEFINED 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.
COMMUNITY-PANEL NUMBER: 480334 0325D, MAP REVISED: MAY 17, 2002.
2. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CURB, OR 24" MEASURED AT THE CENTER OF THE LOT, WHICHEVER IS GREATER
3. BUILDING SETBACKS NOTE: Building Setbacks will be subject to the current zoning district requirements as per Edinburg UDC.
4. BENCH MARK NOTE: HORIZONTAL COORDINATES AND VERTICAL ELEVATION: TEXAS STATE PLANE SOUTH ZONE (4205), NAD 83, NAVD 88 US SURVEY FEET NORTHING: 16641881.8700' EASTING: 1085067.1980' ELEV. =94.24' SQUARE CUT IN CONCRETE SIDEWALK ALONG CHAPIN ROAD.
5. DRAINAGE NOTE: STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY; THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.65 AC AND A VOLUME OF APPROXIMATELY 6,822 CF (0.157 AC-FT). WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL THE STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF EDINBURG FOR THIS DEVELOPMENT.
6. OWNERS TO MAINTAIN DETENTION/RETENTION AREA, ROW AND PERIMETER OF SUBDIVISION.
7. EASEMENTS NOTE: NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS OR FLOWERS), AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
8. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98-30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION, AND WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
9. LANDSCAPING AS PER CITY OF EDINBURG ORDINANCE ARTICLE 4-DEVELOPMENT STANDARDS DIVISION 4.200, LANDSCAPING AND BUFFERING, SEC. 4.205, MAINTENANCE. IT IS THE DUTY OF THE ADJACEMENT LANDOWNER TO KEEP STREETS AND ALLEYS, WHETHER PRIVATE OR PUBLIC FREE OF DEBRIS, WEEDS HIGHER THAN 24 INCHES, FILTH, CARRION AND IMPURE OR UNWHOLESOME MATTER.
10. ALL LOT CORNERS MARKED WITH 1/2" DIAMETER IRON ROD WITH A PLASTIC CAP.
11. SHOULD ANY ENTITY HAVING AUTHORITY OVER THE RECORDED EASEMENTS DEDICATED HEREIN NEED TO REPAIR, REPLACE, INSTALL OR ANY WAY REQUIRED EXCAVATION ACCESS TO THE LINES HEREIN, THAT ENTITY SHALL HAVE RIGHT TO ACCESS THE EASEMENT WHICH MAY CAUSE INCIDENTAL DAMAGE TO PRIVATE PROPERTY IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SLABS; LANDSCAPING, AND PRIVATE IRRIGATION SYSTEMS. OWNERS(S) OF PROPERTIES SHALL NOT BE HELD LIABLE FOR DAMAGES AND OR REPAIRS. THE ENTITY PERFORMING THE WORK WILL INDEMNIFY THE OWNER(S) FOR THE DAMAGES AND/OR REPLACEMENT COST CAUSED BY NEEDED WORK.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
14. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
15. ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.
16. STATING $350.00 PARKLAND FEE PER UNIT IS TO BE PAID AT BUILDING PERMIT STAGE AND $350.00 REMAINING PRIOR TO RECORDING SUBDIVISION. 16 units

METES AND BOUNDS

BEING 1.68 ACRES TRACT OF LAND MORE OR LESS SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SAID 1.68 ACRES TRACT OF LAND CONSISTING OF 0.954 ACRES BEING ALL OF LOT 1, E.M.L. SUBDIVISION RECORDED IN DOCUMENT NUMBER 2813990, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING OUT OF AND FORMING A PART OR PORTION OF LOT 6, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 1.68 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING ON A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF THE SAID LOT 6, SECTION 237.

THENCE, N 08° 54' 05" E ALONG THE EAST LINE OF THE SAID LOT 6, SECTION 237, SAME BEING ACROSS THE EXISTING RIGHT-OF-WAY OF McColl ROAD (F.M. 2061), A DISTANCE 3F 118.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE, N 81° 05' 55" W ACROSS THE SAID LOT 6, SECTION 237, SAME BEING ACROSS THE EXISTING RIGHT-OF-WAY OF McCOLL ROAD (F.M. 2061), TO A THE MOST EASTERLY NORTHEAST CORNER POINT OF THE SAID LOT 1, SAME BEING A POINT OF THE EXISITNG WEST RIGHT-OF-WAY LINE OF McColl ROAD (F.M. 2061), A DISTANCE OF 60.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIND ESCRIBED TRACT;

THENCE, S 08° 54' 05" W ALONG THE EAST BOUNDARY LINE OF THE SAID LOT 1, SAME BEING ALONG THE WEST RIGHT-OF-WAY LINE OF McCOLL ROAD (F.M. 2061), A DISTANCE OF 38.00 FEET TO A ½-INCH CAPPED IRON ROD SET FOR A CORNER POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 53° 54' 05" W CONTINUING ALONG THE EAST BOUNDARY LINE OF THE SAID LOT 1, A DISTANCE OF 56.57 FEET TO A ½-INCH CAPPED IRON ROD SET, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

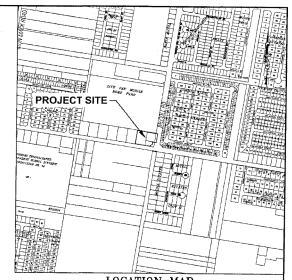
THENCE, N 81° 05' 55" W ALONG THE SOUTH BOUNDARY LINE OF THE SAID LOT 1, SAME BEING ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD, TO THE SOUTHWEST CORNER OF THE SAID LOT 1, A DISTANCE OF 244.54 FEET TO A ½-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 54' 05" E ALONG THE WEST BOUNDARY LINE OF THE SAID LOT 1, SAME BEING ALONG THE EAST BOUNDARY LINE OF A 1.0-ACRE TRACT CONVEYED TO JOSE ANGEL AND WIFE, FIDELFA ACEVEDO, RECORDED IN DOCUMENT NUMBER 333718, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, TO THE NORTHWEST CORNER OF THE SAID LOT 1, SAME BEING A POINT ON THE SOUTH BOUNDARY LINE OF A CALLED 24.00-ACRE TRACT CONVEYED TO LIVE OAK EDINBURG, LLC, RECORDED IN DOCUMENT NUMBER 2477038, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 228.00 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 05' 55" E IN PART ALONG THE NORTH BOUNDARY LINE OF THE SAID LOT 1, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 24.00-ACRE TRACT, TO A POINT ON THE EAST LINE OF THE SAID LOT 6, SECTION 237, SAME BEING THE SOUTHEAST CORNER OF THE SAID 24.40-ACRE TRACT, A DISTANCE OF 344.54 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 54' 05" W ALONG THE EAST LINE OF THE SAID LOT 6, SECTION 237, SAME BEING ACROSS THE EXISTING RIGHT-OF-WAY OF McCOLL ROAD (F.M. 2061), A DISTANCE OF 150.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 1.68 ACRES OF LAND, MORE OR LESS. OUT OF WHICH 0.138 ACRES LIES WITHIN THE EXISTING RIGHT-OF-WAY OF McCOLL ROAD (F.M. 2061).

SCALE: 1" = 40'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
(4205) (NAD 83)



LOCATION MAP
SCALE: 1" = 1000'

THE DIVINE APARTMENTS SUBDIVISION

BEING 1.678 ACRES CONSISTING OF:
0.954 ACRES BEING ALL OF LOT 1
E.M.L. SUBDIVISION DOC.# 2813990, MAP RECORDS OF HIDALGO COUNTY, TEXAS &
0.726 ACRES OUT OF LOT 6, SECTION 237
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
VOL. 1, PG.12,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

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

ON: 11/18/2025 AT 2:47 AM/PM
INSTRUMENT NUMBER 3701715
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: DEPUTY

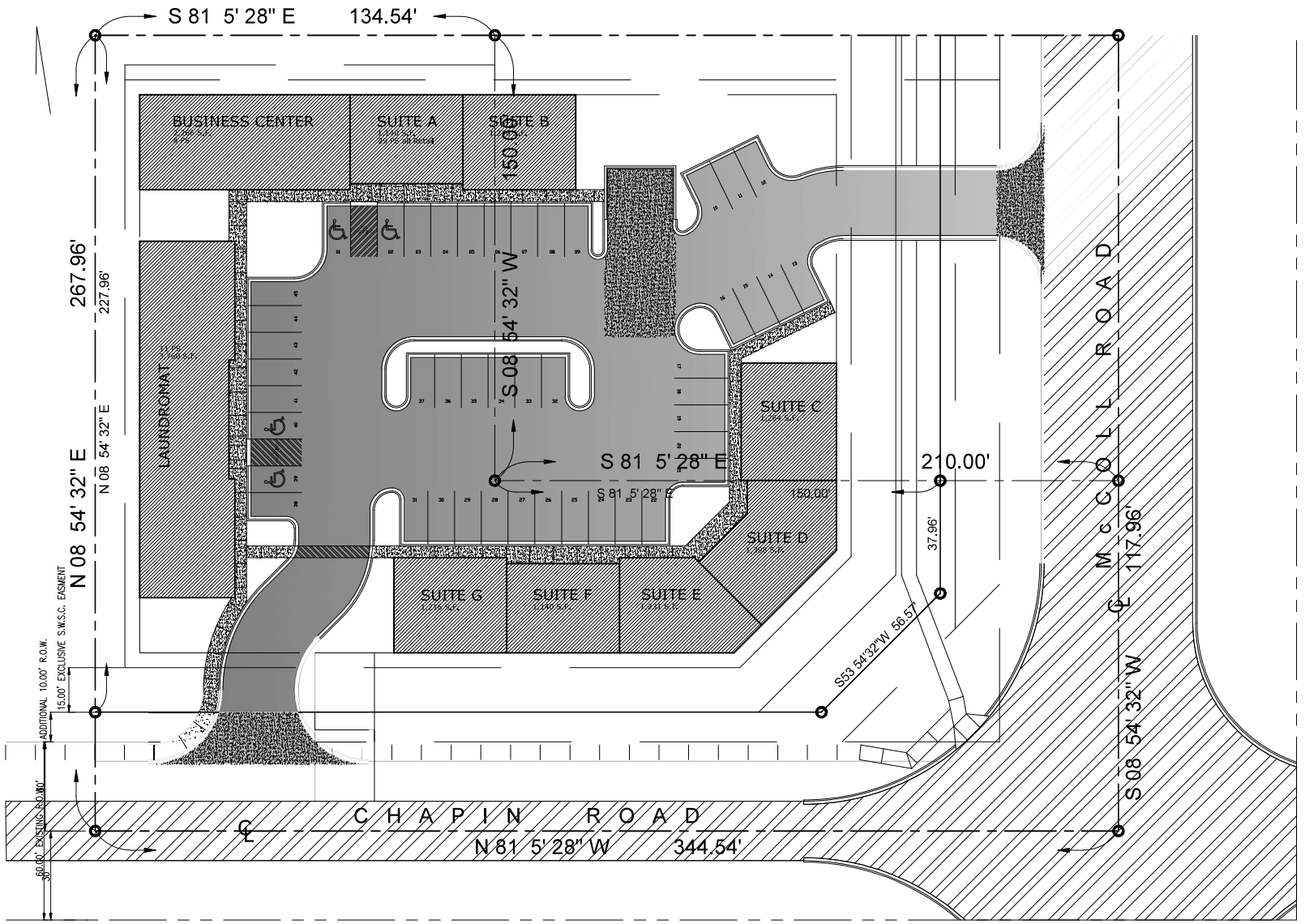
LEGEND
- ● 1/2" IRON ROD FOUND "IRF" "CIRF"
- ○ 1/2" IRON ROD SET W/PINK CAP "IRS"
- ⚠ COTTON PICKER SPINDLE FOUND "CPS"
- ⊘ MAG NAIL SET "MNS"
- (S0°00'00"W 0.0') – RECORD BEARING & DISTANCE
- O.R.H.C. – OFFICIAL PUBLIC RECORDS HIDALGO COUNTY
- M.R.H.C. – MAP RECORDS HIDALGO COUNTY
- R.O.W. – RIGHT-OF-WAY
- P.O.B. – POINT-OF-BEGINNING
- P.O.C. – POINT-OF-COMMENCING

LINE TABLE

Line #	Direction	Length
L1	N81° 05' 55"W	60.00'
L2	S8° 54' 05"W	38.00'
L3	S53° 54' 05"W	56.57'

RJG DEVELOPMENT GROUP
TBPELS FIRM REGISTRATION F-24367
3805 PLANTATION GROVE BLVD. SUITE 33
MISSION TX 78572
956-400-9279

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MARTHA ALICIA AGUILAR	3011 LASSO TRAIL	EDINBURG, TEXAS 78541	(956) 280-2652
ENGINEER:	DONALDO RODRIGUEZ, P.E.	3805 PLANTATION GROVE BLVD. SUITE 33	MISSION, TEXAS 78572	(956) 400-9279
SURVEYOR:	IVAN GARCIA, R.P.L.S.	921 S 10TH AVE	EDINBURG, TEXAS 78542	(956) 380-5152



PROJECT LOT # 1	SHEET # S-01
DATE: 9/14/2023	PROJECT NAME & ADDRESS: Sunset Plaza 2, LOT # 1 EML Subdivision, Edinburg Texas
SCALE: 1/16" = 1'-0"	

arq+co architectural construction inc.
www.arqco.us + info@arqco.us

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A TRACT I: A TRACT OF LAND CONTAINING 0.52 ACRE OUT OF THE SOUTH 8.12 ACRES OF LOT NO. SIX (6) IN SECTION NO. TWO HUNDRED THIRTY-SEVEN (237), TEXAS -MEXICAN RAILWAY COMPANY'S SURVEY AND TRACT II: A TRACT OF LAND IN LOT SIX (6), IN SECTION NO. TWO HUNDRED THIRTY-SEVEN (237), TEXAS -MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 2901 W CHAPIN 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, Multifamily (RM) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being a Tract I: a Tract of Land Containing 0.52 Acre out of the South 8.12 Acres of Lot No. Six (6) In Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey and Tract Ii: a Tract of Land in Lot Six (6), in Section No. Two Hundred Thirty-Seven (237), Texas -Mexican Railway Company's Survey, Located at 2901 W Chapin Road from Residential, Multifamily (RM) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 11, 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 January 6, 2026, 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, Multifamily (RM) District, and Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Multifamily (RM) District and added to the Commercial, General (CG) District.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of January 2026.

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, BEING A TRACT I: A TRACT OF LAND CONTAINING 0.52 ACRE OUT OF THE SOUTH 8.12 ACRES OF LOT NO. SIX (6) IN SECTION NO. TWO HUNDRED THIRTY-SEVEN (237), TEXAS -MEXICAN RAILWAY COMPANY'S SURVEY AND TRACT II: A TRACT OF LAND IN LOT SIX (6), IN SECTION NO. TWO HUNDRED THIRTY-SEVEN (237), TEXAS -MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 2901 W CHAPIN 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 6th day of January 2026.

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: January 6, 2026
PUBLIC HEARINGS
Agenda Item No: 7.C.
Rezoning Request - Bowman

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being All of Lot 2B Replat of Lewis Subdivision, and a 0.3969-Acre (17,889 Sq. Ft.) Tract of Land, Being a Portion of Lot 2A, Block C, in The Lewis Subdivision, Located at 1319 and 1313 N. I-69C, As Requested By Bowman. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the southwest corner of E. Chapin Road and N. I-69C. The property is currently zoned Industrial, General (IG) District. The requested zoning is 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. This property has a total frontage of 317.14 feet along N. I-69C and a lot depth of 268.92 to its deepest point for a total area of approximately 1.94 acres. Currently the parcel is vacant. The applicant is wanting to construct a gas station, convenience store.

Adjacent zoning is Industrial, General (IG) District to the south and west, Commercial, General (CG) District to north and east. Surrounding land consists of industrial uses and vacant land. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 5 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.

On December 3, 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 December 11, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, based on the 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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/11/2025
CITY COUNCIL – 01/06/2026
DATE PREPARED – 12/03/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District

APPLICANT: Bowman

AGENT: Not Applicable

LEGAL: Being All of Lot 2B Replat of Lewis Subdivision, and a 0.3969-Acre (17,889 Sq. Ft.) Tract of Land, Being a Portion of Lot 2A, Block C, in The Lewis Subdivision

LOCATION: 1319 and 1313 N. I-69C

LOT/TRACT SIZE: 17,889 Sq. Ft.

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Industrial, General (IG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Industrial, General (IG) District
East – Commercial, General (CG) District
West – Industrial, General (IG) District

LAND USE PLAN: General Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District

REZONING REQUEST
BOWMAN

EVALUATION

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

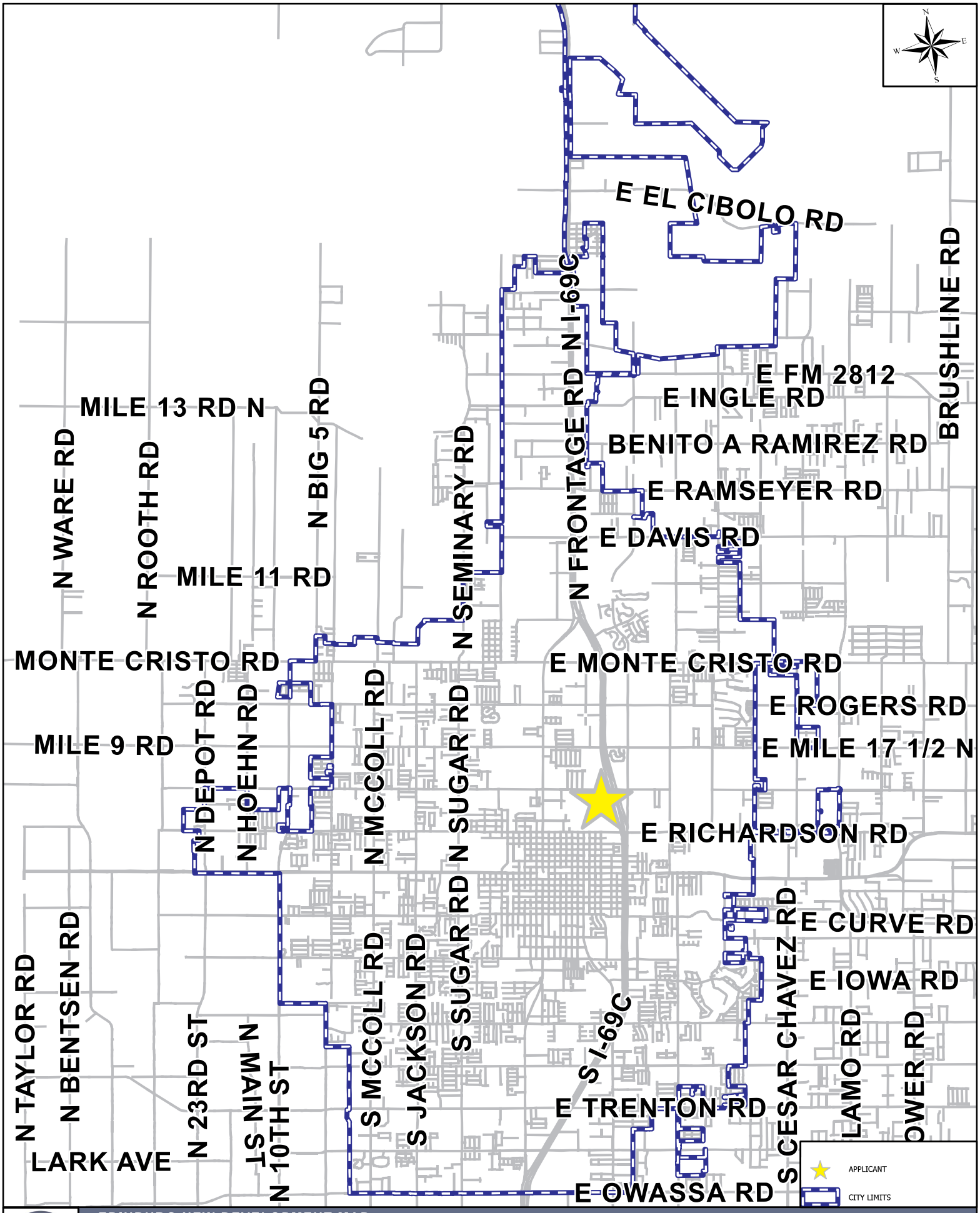
1. The land is currently vacant.

2. Surrounding land consists of industrial uses and vacant land.

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

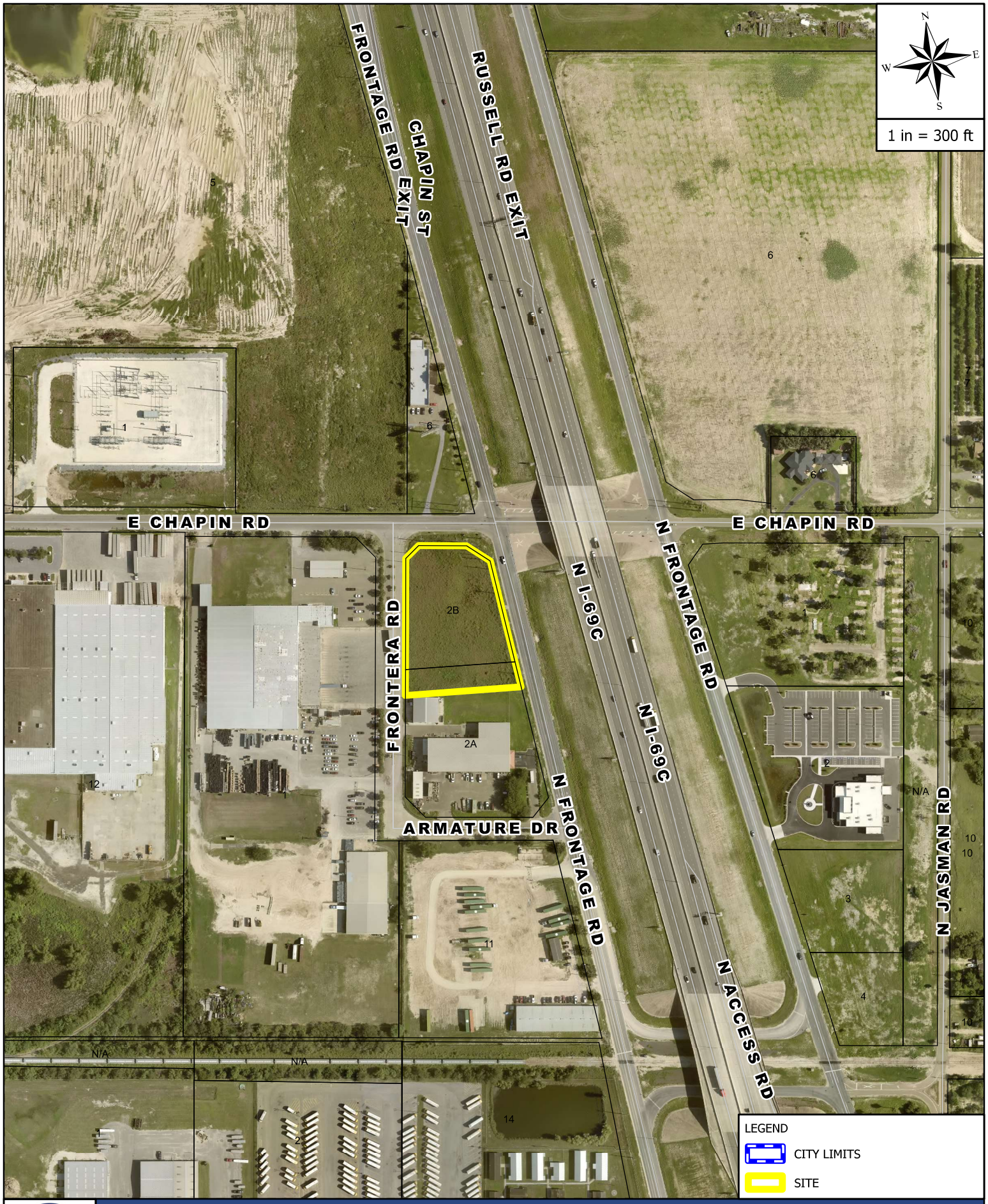
Staff recommends approval of the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, 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 5 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.



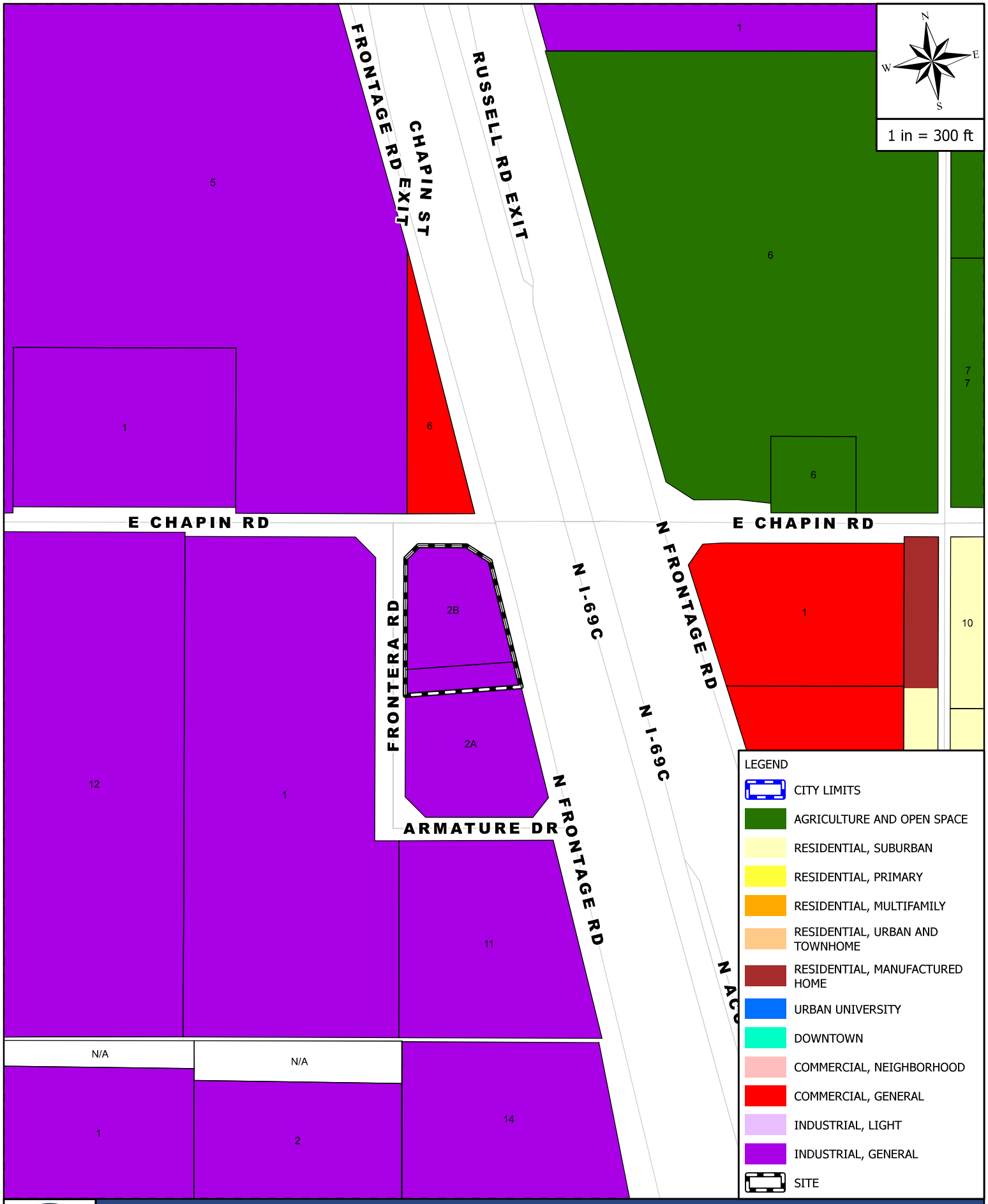
EDINBURG NEW DEVELOPMENT MAP

1319 N I-69C



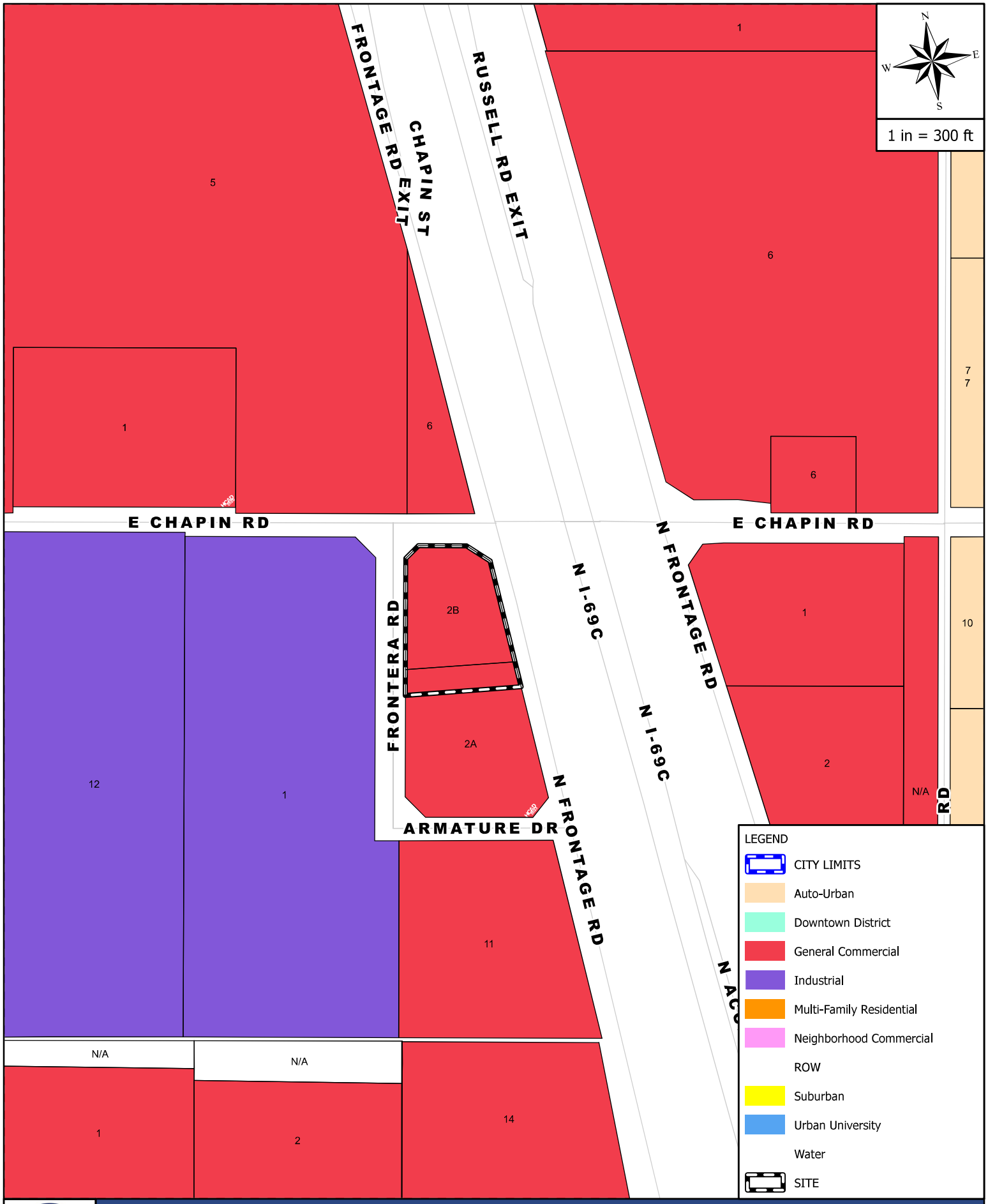
AERIAL MAP

1319 N I-69C



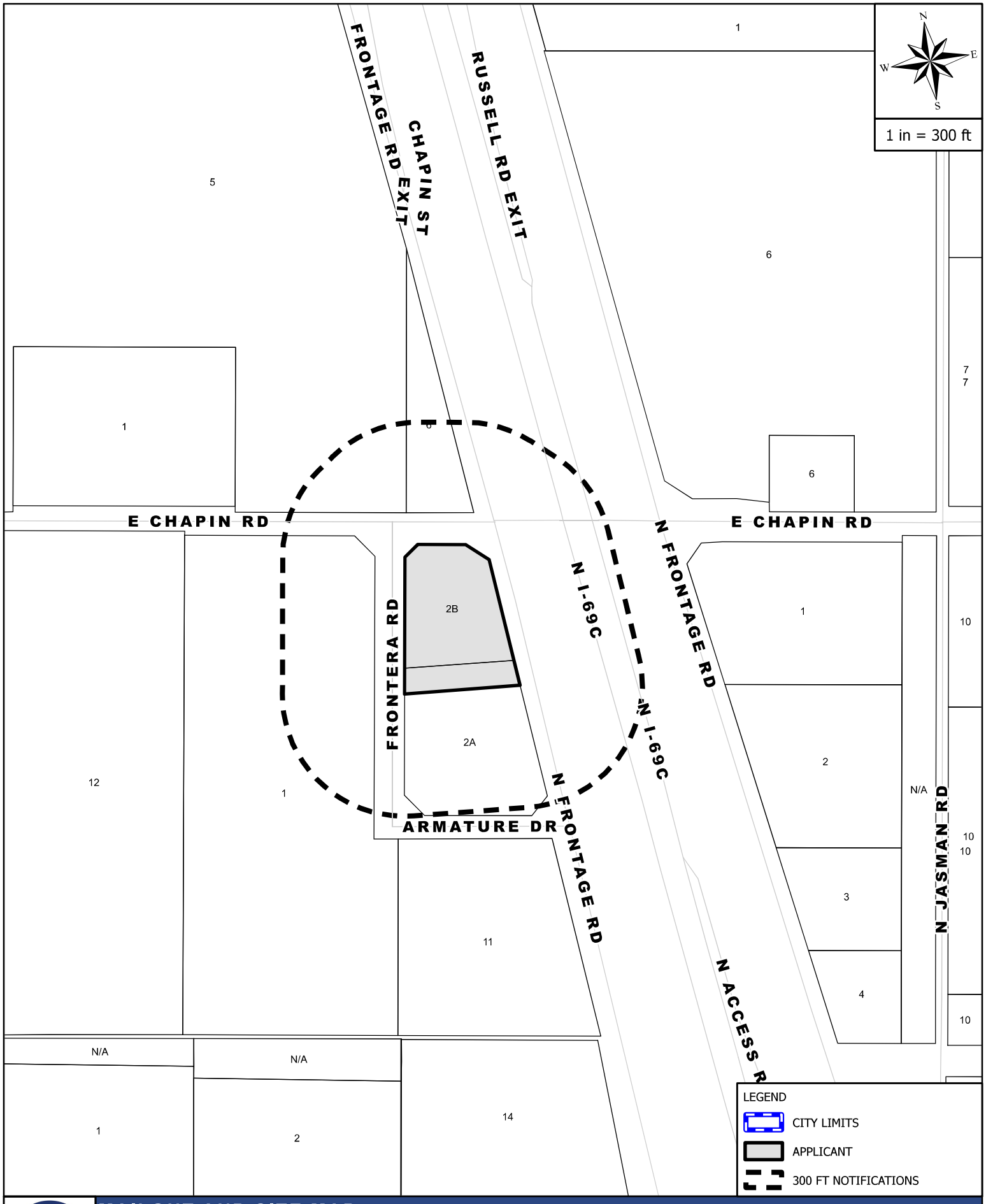
ZONING MAP

1319 N I-69C



FUTURE LANDUSE MAP

1319 N I-69C



MAILOUT AND SITE MAP

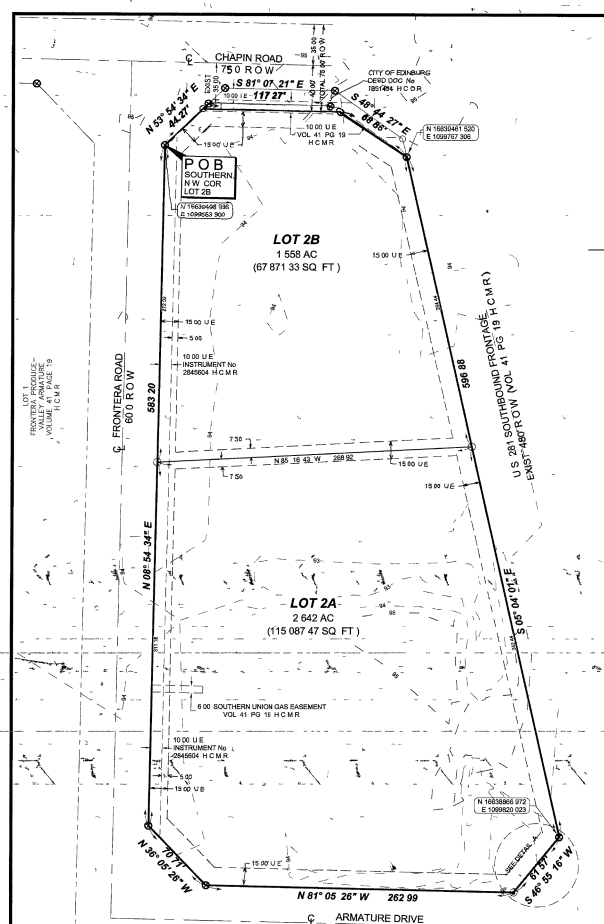
1319 N I-69C

Rezoning Request Site Photo

BOWMAN

1319 & 1313 N I-69C





LEGEND

- FOUND No 5 REBAR
- FOUND PK NAIL
- SET No 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- AC ACRES
- DOC DOCUMENT
- H C M R HIDALGO COUNTY MAP RECORDS
- H C O R HIDALGO COUNTY OFFICIAL RECORDS
- I E IRRIGATION EASEMENT
- No NUMBER
- N W COR NORTHWEST CORNER
- N T S NOT TO SCALE
- PG PAGE
- P O B POINT OF BEGINNING
- R O W RIGHT OF WAY
- SOUTHERN SOUTHERNMOST
- SQ FT SQUARE FEET
- U E UTILITY EASEMENT
- VOL VOLUME
- ℄ CENTER LINE

RE-PLAT OF
LEWIS SUBDIVISION

BEING A RESUBDIVISION OF 4 20 ACRES BEING ALL OF
LOTS 2A AND 2B LEWIS SUBDIVISION INSTRUMENT NUMBER 2845604
HIDALGO COUNTY MAP RECORDS HIDALGO COUNTY TEXAS

METES AND BOUNDS DESCRIPTION

A RESUBDIVISION OF A TRACT OF LAND CONTAINING 4 20 ACRES SITUATED IN THE CITY OF EDINBURG HIDALGO COUNTY TEXAS BEING ALL OF LOTS 2A AND 2B LEWIS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2845604 HIDALGO COUNTY MAP RECORDS WHICH SAID 4 20 ACRE TRACT WAS CONVEYED TO KENNETH L LEWIS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 855871 HIDALGO COUNTY OFFICIAL RECORDS SAID 4 20 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A NO 5 REBAR FOUND (NORTHING 16839498 936 EASTING 1099563 900) ON THE SOUTHERNMOST NORTHWEST CORNER OF SAID LOT 2 FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT

1 THENCE N 53° 54' 34" E ALONG A CLIP LINE OF SAID LOT 2B A DISTANCE OF 44 27 FEET TO A NO 5 REBAR FOUND ON THE NORTHERNMOST NORTHWEST CORNER OF SAID LOT 2B FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT

2 THENCE S 81° 07' 21" E ALONG THE NORTH LINE OF SAID LOT 2B A DISTANCE OF 117 27 FEET TO A NO 5 REBAR FOUND ON THE NORTHERNMOST NORTHEAST CORNER OF SAID LOT 2B FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT

3 THENCE S 46° 44' 27" E ALONG A CLIP LINE OF SAID LOT 2B A DISTANCE OF 86 86 FEET TO A NO 5 REBAR FOUND (NORTHING 16839461 520 EASTING 1099787 306) ON THE SOUTHERNMOST NORTHEAST CORNER OF SAID LOT 2B FOR THE SOUTHERNMOST NORTHEAST CORNER OF THIS TRACT

4 THENCE S 05° 04' 01" E ALONG THE EAST LINE OF SAID LOTS 2B AND 2A AND THE WEST RIGHT OF WAY LINE OF U S HIGHWAY 281 FRONTAGE A DISTANCE OF 599 88 FEET TO A NO 4 REBAR SET (NORTHING 16839366 972 EASTING 1099820 023) ON THE NORTHERNMOST SOUTHEAST CORNER OF SAID LOT 2A FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT

5 THENCE S 46° 55' 16" W ALONG A CLIP LINE OF SAID LOT 2A A DISTANCE OF 61 57 FEET TO A NO 4 REBAR SET ON THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 2A FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT

6 THENCE N 81° 05' 26" W ALONG THE SOUTH LINE OF SAID LOT 2A AND THE NORTH RIGHT OF WAY LINE OF ARMATURE DRIVE A DISTANCE OF 262 99 FEET TO A NO 5 REBAR FOUND ON THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 2A FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT

7 THENCE N 36° 05' 26" W ALONG A CLIP LINE OF SAID LOT 2A A DISTANCE OF 70 71 FEET TO A NO 5 REBAR FOUND ON THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 2A FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT

8 THENCE N 08° 54' 34" E ALONG THE WEST LINE OF SAID LOTS 2A AND 2B AND THE EAST RIGHT OF WAY LINE OF FRONTERA ROAD A DISTANCE OF 583 20 FEET TO THE POINT OF BEGINNING AND CONTAINING 4 20 ACRES OF LAND MORE OR LESS

GENERAL PLAT NOTES AND RESTRICTIONS

1 FLOOD ZONE STATEMENT
FLOOD ZONE DESIGNATION ZONE X SHADED ZONE X SHADED IS AREAS OF 500 YEAR FLOOD AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD AS PER FLOOD PLAIN COMMUNITY PANEL No 480339 0020 E REVISED DATE JUNE 6 2000 REVISED TO REFLECT LOMR DATED MAY 14 2001

2 MINIMUM SETBACKS SHALL BE AS FOLLOWS
LOT 2A
FRONT 25 00 FEET
REAR 30 00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE 15 00 FEET OR EASEMENT WHICHEVER IS GREATER

LOT 2B
FRONT 25 00 FEET
REAR 30 00 FEET
SIDE 15 00 FEET OR EASEMENT WHICHEVER IS GREATER

3 MINIMUM FINISHED FLOOR ELEVATION TO BE 18 ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT

4 THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
BENCHMARK METAL PLATE ON TOP OF CONCRETE HEADWALL LOCATED BETWEEN THE NORTHBOUND FRONTAGE ROAD OF U S EXPRESSWAY 281 AND JASMAN ROAD ON THE SOUTH SIDE OF THE RAILROAD TRACKS
A STANDARD DISK STAMPED Z 554 1942 U S G S ELEVATION 100 0466

5 SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT

6 REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT
41 276 C F (0 946 AC FT) TO BE PROVIDED WITHIN EXISTING DETENTION POND AND EXISTING AND PROPOSED SWALES

LOT 2A CURRENTLY DETAINS 14 822 19 C F (0 340 AC FT)
LOT 2B SHALL BE REQUIRED TO DETAIN 26 453 81 C F (0 607 AC FT)

THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUMES SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION

7 NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS SHEDS SHRUBS TREES AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 MATURE HEIGHT GROUND COVER GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

8 LOT 2B SHALL NOT BE ALLOWED ACCESS DIRECTLY ONTO CHAPIN ROAD

9 THE OWNERS OF LOT 2A AND LOT 2B SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC BOULEVARD RIGHT OF WAY ALONG THE SOUTH PERIMETER OF LOTS 2A AND 2B

10 ALL LOT CORNERS SET 1/2 IRON RODS OR AS NOTED

11 A 5 FOOT SIDEWALK WITH A D A RAMPS ARE REQUIRED ALONG CHAPIN ROAD FRONTERA ROAD FRONTAGE ROAD AND ARMATURE DRIVE

12 A DRAINAGE ANALYSIS WILL BE REQUIRED AT THE BUILDING PERMIT STAGE

I KIMBERLY A MENDOZA ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS RE PLAT OF LEWIS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE 12TH DAY OF July 2022 W/ THE COUNTY CLERK OF HIDALGO COUNTY

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION No 1 ON THIS THE 12 DAY OF November 20 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 HCID#1 RIGHT OF WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID#1

PRESIDENT

SECRETARY

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

11-17-2020
DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

I THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS RE PLAT LEWIS SUBDIVISION AN ADDITION TO THE CITY OF EDINBURG TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS ALLEYS PARKS WATERCOURSES DRAINS EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

KENNETH L LEWIS INDIVIDUALLY
ROUTE 1 BOX 66
EDCOUCH TEXAS 78538

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC ON THIS DAY PERSONALLY APPEARED KENNETH L LEWIS 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 4 DAY OF Nov 20 20

NOTARY PUBLIC FOR THE STATE TEXAS
MY COMMISSION EXPIRES 8-24-2021

CELESTINE STEWART
Notary Public, State of Texas
Comm Expires Aug 24 2021
Notary ID 999 49

STATE OF TEXAS §
COUNTY OF HIDALGO §

I THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS RE PLAT LEWIS SUBDIVISION AN ADDITION TO THE CITY OF EDINBURG TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS ALLEYS PARKS WATERCOURSES DRAINS EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

A TEXAS LIMITED LIABILITY COMPANY
BOUDIN PROPERTIES LLC

KENNETH L LEWIS MANAGER
14638 F M 2812
EDCOUCH TEXAS 78538

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC ON THIS DAY PERSONALLY APPEARED KENNETH L LEWIS 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 6 DAY OF Nov 2020

NOTARY PUBLIC FOR THE STATE TEXAS
MY COMMISSION EXPIRES 8-24-2021

CELESTINE STEWART
Notary Public, State of Texas
Comm Expires Aug 24 2021
Notary ID 999749

STATE OF TEXAS §
COUNTY OF HIDALGO §

I THE UNDERSIGNED FRED L KURTH A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

DATED THIS THE 20th DAY OF October 20 20

MELDEN & HUNT INC
TEXAS REGISTRATION F 1435

FRED L KURTH PROFESSIONAL ENGINEER No 54151
STATE OF TEXAS
DATE PREPARED 10 20 2020
ENGINEERING JOB # 20172 00

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

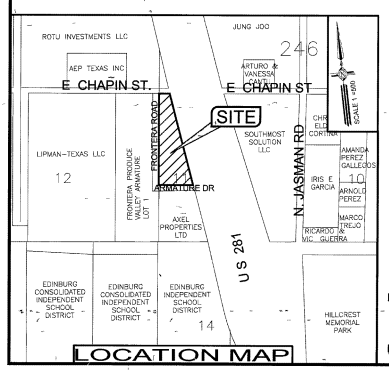
DATED THIS THE 20th DAY OF October 20 20

FRED L KURTH PROFESSIONAL LAND SURVEYOR No 4750
STATE OF TEXAS
DATE SURVEYED 12 27 2016
V 987 PG 32 34 77
SURVEY JOB # 16778 08

STATE OF TEXAS
REGISTERED
FRED L KURTH
4750
PROFESSIONAL
LAND SURVEYOR

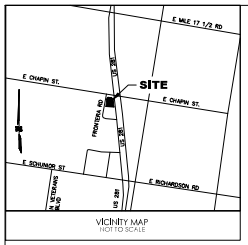
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR
HIDALGO COUNTY CLERK

ON 7-19-2022 AT 12 24 AM/PM
INSTRUMENT NUMBER 3362194
OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS
BY DEPUTY



DRAWN BY S A DATE 10 20 20
SURVEYED CHECKED J L F DATE 10-20-2020
FINAL CHECK DATE 10-20 20

MELDEN & HUNT INC
CONSULTANTS ENGINEERS SURVEYORS
115 W McINTYRE EDINBURG TX 78541
PH (956) 381 0981 FAX (956) 381 1839
ESTABLISHED 1947 www meldenandhunt com
TBPLS No 10095800



VICINITY MAP
NOT TO SCALE

TITLE COMMITMENT

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GF NO.: 251324-AW
EFFECTIVE DATE: MAY 18, 2025, 12:00AM
ISSUED DATE: JUNE 3, 2025, 8:00AM

SCHEDULE B EXCEPTIONS:

1. INTENTIONALLY DELETED

2-9. COMMON EXCEPTIONS TO TITLE

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A-F. COMMON EXCEPTIONS TO TITLE

G. ALL CONVEYANCES, CONTRACTS, DEEDS, RESERVATIONS, EXCEPTIONS LIMITATIONS, LEASES, AND SIMILAR INTERESTS IN OR TO ANY GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, ALL AS PROVIDED BY SECTION 2703.056 (A) OF THE TEXAS INSURANCE CODE.

RIGHTS IF ANY TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF ANY GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND RESULTING IN DAMAGE TO AN IMPROVEMENT LOCATED ON THE LAND ON OR AFTER DATE OF POLICY (SAID RIGHTS.

"COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF SAID RIGHTS AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID RIGHTS AS TO THE LAND."

H. THE FOLLOWING MATTERS REFLECTED ON THE RECORDED PLAT FILED UNDER DOCUMENT NO. 3362194, OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS: (AFFECTS SUBJECT TRACT, AS SHOWN HEREON)

1. UTILITY EASEMENT 15 FEET IN WIDTH ALONG NORTH, EAST, WEST PROPERTY LINES
2. UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG SOUTH PROPERTY LINE. (TRACT 1)
3. UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG NORTH PROPERTY LINE. (TRACT 2)

I. A UTILITY EASEMENT GRANTED TO CITY OF EDINBURG AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1523, PAGE 649, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS, BLANKET IN NATURE)

J. AN EASEMENT GRANTED TO CITY OF EDINBURG AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 2825, PAGE 138, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS. (DOES NOT AFFECTS SUBJECT TRACT, AS SHOWN HEREON)

K. A UTILITY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY AS SET FORTH IN INSTRUMENT FILED UNDER DOCUMENT NO. 1078725, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, AS SHOWN HEREON)

L. ALL THE OIL, GAS AND OTHER MINERALS, AND ALL OTHER ELEMENTS NOT CONSIDERED A PART OF THE SURFACE ESTATE, THE ROYALTIES, BONUSES, RENTALS AND ALL OTHER RIGHTS IN CONNECTION WITH SAME ALL OF WHICH ARE EXPRESSLY EXCEPTED THEREFROM AND NOT INSURED HEREUNDER, AS THE SAME ARE SET FORTH IN INSTRUMENT(S) FILED FOR RECORD UNDER DOCUMENT NO. 855871, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS. (SAID INTEREST NOT INVESTIGATED SUBSEQUENT TO DATE OF RESERVATION OR CONVEYANCE.) (NOT A SURVEY NATURE)

N. THE SUBJECT PROPERTY IS IN THE DRAINAGE DISTRICT NO. 1. (AFFECTS SUBJECT TRACT, AS SHOWN HEREON)

LEGAL DESCRIPTION

TRACT I: LOT 2B RE PLAT LEWIS SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF FILED UNDER DOCUMENT NO. 3362194, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS.

TRACT II: BEING A 0.3969-ACRE (17,889 SQ. FT.) TRACT OF LAND, BEING A PORTION OF LOT 2A, BLOCK C, IN THE LEWIS SUBDIVISION, AS SHOWN BY PLAT RECORDED IN DOCUMENT NO. 3362194, O.P.R., MORE FULLY DESCRIBED IN WARRANTY DEED RECORDED UNDER INSTRUMENT NO. 2845604, OFFICIAL PUBLIC RECORDS (O.P.R.), SAID 0.3969-ACRE TRACT BEING FURTHER DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. 281 (480' WIDTH RIGHT-OF-WAY), IN THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF FRONTERA ROAD (60' WIDTH RIGHT-OF-WAY), FOR THE SOUTHEASTERN CORNER OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION;

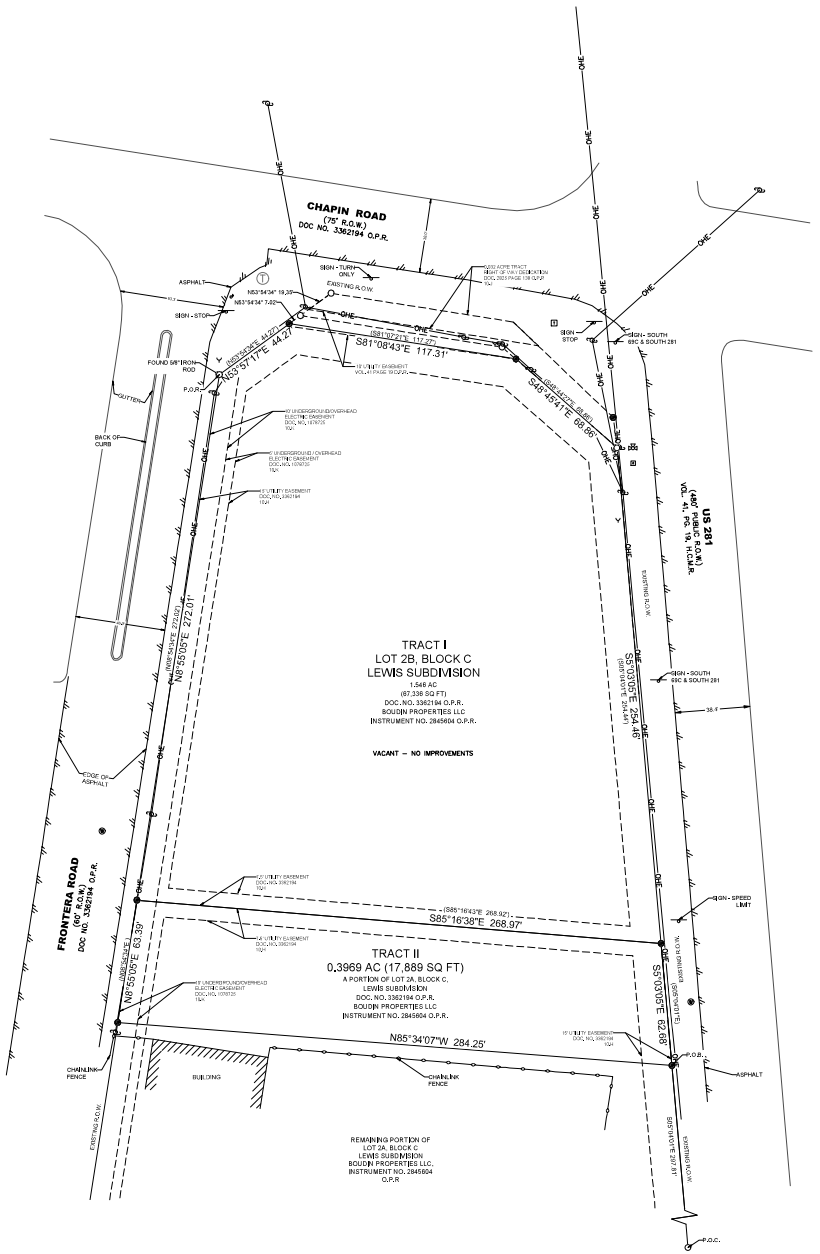
THENCE WITH THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 281, SAME BEING THE EAST LINE OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, NORTH 05°04'01" WEST, A DISTANCE OF 297.81 FEET TO A 1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED UP ENG & SURVEYING' SET IN THE WEST RIGHT-OF-WAY LINE OF U.S. 281, IN THE EAST LINE OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, AND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, NORTH 85°34'07" WEST, A DISTANCE OF 284.25 FEET TO A 1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED UP ENG & SURVEYING' SET IN THE EAST RIGHT-OF-WAY LINE OF SAID FRONTERA ROAD, IN THE WEST LINE OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, AND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE EAST RIGHT-OF-WAY OF SAID FRONTERA ROAD, SAME BEING THE WEST LINE OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, NORTH 08°55'05" EAST, A DISTANCE OF 63.39 FEET TO A 1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED UP ENG & SURVEYING' SET IN THE EAST RIGHT-OF-WAY LINE OF SAID FRONTERA ROAD, AT THE SOUTHWEST CORNER OF LOT 2B, BLOCK C, LEWIS SUBDIVISION, AS SHOWN BY PLAT RECORDED IN DOCUMENT NO. 3362194, O.P.R., AT THE NORTHWEST CORNER OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, AND FOR A CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID FRONTERA ROAD AND THE NORTHWESTERN CORNER OF SAID LOT 2B, BLOCK C, LEWIS SUBDIVISION, BEARS NORTH 08°55'05" EAST, A DISTANCE OF 272.01 FEET;

THENCE WITH THE SOUTH LINE OF SAID LOT 2B, BLOCK C, LEWIS SUBDIVISION, SAME BEING THE NORTH LINE OF SAID LOT 2A, BLOCK C, LEWIS SUBDIVISION, SOUTH 85°16'38" EAST, A DISTANCE OF 268.97 FEET TO A 1/2" IRON ROD WITH GREEN PLASTIC CAP STAMPED UP ENG & SURVEYING' SET IN THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 281, THE SOUTHEAST CORNER OF SAID LOT 2B, BLOCK C, LEWIS SUBDIVISION, THE NORTHEAST CORNER OF LOT 2A, BLOCK C, LEWIS SUBDIVISION, AND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 281, SAME BEING THE EAST LINE OF LOT 2A, BLOCK C, LEWIS SUBDIVISION, SOUTH 05°03'05" EAST, A DISTANCE OF 62.68 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.3969 ACRES OF LAND IN HIDALGO COUNTY, TEXAS.



SCALE: 1"=30'
30 15 0 30

LEGEND
- = PROPERTY LINE
- = EXISTING BOUNDARY
- = EXISTING ASPHALT
- = EXISTING EASEMENT
- = EXISTING OVERHEAD ELECTRIC
- ● = SET 1/2" IRON ROD WITH GREEN PLASTIC CAP "UP ENG & SURVEYING" (UNLESS NOTED OTHERWISE)
- ○ = FOUND 1/2" IROD ROD (UNLESS NOTED OTHERWISE)
- = GUY ANCHOR
- = POWER POLE
- = SEWER MANHOLE
- = ELECTRIC PEDESTAL
- = FIRE HYDRANT

R.O.W. = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE
P.O.C. = POINT OF COMMENCEMENT
P.R.H.C. = PLAT RECORDS OF HIDALGO COUNTY TEXAS
O.P.R. = OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY TEXAS
( ) = RECORD CALLS FROM PLAT (DOC# 3362194)

GENERAL NOTES

1. THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.
2. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
3. THIS SURVEY WAS PERFORMED ON THE GROUND ON JULY 22, 2025.
4. PROPERTY ADDRESS: EDINBURG, TEXAS, 78541.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83, US SURVEY FEET, AT SURFACE, OBTAINED BY SCALING ABOUT A POINT WITH COORDINATES OF (N: 16,638,321.425, E: 1,099,658.001) BY A FACTOR OF 1.000344203.
6. ONLY THE IMPROVEMENTS WHICH WERE VISIBLE AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
7. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH TEXAS 811' MARKINGS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT TEXAS ONE CALL AT 811.
8. RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDINGS AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHT AND BULK RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION PLAT, AND IN THE TITLE COMMITMENT HAVE BEEN SHOWN.
9. OWNERSHIP INFORMATION SHOWN HEREON IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR, PERFORMED JULY OF 2025. (TABLE A, ITEM 13)
10. SUBJECT PROPERTY ABUTS US HWY 281 SOUTH, & CHAPIN ROAD, BOTH PUBLIC RIGHTS-OF-WAY
11. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING, OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS OR TRAILERS.
12. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED BY THE SURVEYOR IN THE PROCESS OF CONDUCTING THE FIELDWORK. (TABLE A, ITEM 16)
13. NO PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES WERE PROVIDED TO THE SURVEYOR. (TABLE A, ITEM 17)
14. PLOTTABLE OFFSITE EASEMENTS HAVE BEEN DISCLOSED IN DOCUMENT PROVIDED TO OR OBTAINED BY THE SURVEYOR, AND HAVE BEEN INCLUDED IN THE SURVEY. (TABLE A, ITEM 18).
15. THIS LEGAL DESCRIPTION SHOWN ON THIS SURVEY MATCHES THE LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED IN TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH COMMITMENT TITLE OF NO.: 351324-AW, EFFECTIVE DATE: MAY 18, 2025 12:00AM, ISSUED DATE: JUNE 3, 2025 8:00AM
16. NO BUILDING OR IMPROVEMENTS WERE OBSERVED BY THE SURVEYOR IN THE PROCESS OF CONDUCTING THE FIELDWORK

FEMA FLOOD NOTE

SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREA "X", AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP: 48053B0020E, EFFECTIVE DATE: JUNE 6, 2000, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE F.E.M.A. MAPS.)

ALTA/NSPS LAND TITLE SURVEY
SURVEYOR CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, & LASCO ENDEAVORS, LLC, A TEXAS LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 7A, 7B1 & 9, 13, 14, 16 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 07/22/2025.

REVISED THIS 8TH DAY OF SEPTEMBER, 2025
(ADDED EASEMENTS TO TRACT 2)
REVISED THIS 15TH DAY OF SEPTEMBER, 2025
(REMOVED ITEM 10d, REVERSED BEARING LABEL AND UPDATED TITLE COMMITMENT)

STATE OF TEXAS
REGISTERED
RICHARD L. NEUBAUER III
6897
PROFESSIONAL
LAND SURVEYOR

Richard L. Neubauer III DATE 09/15/2025
RICHARD L. NEUBAUER III
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6897
TEXAS REGISTRATION NO. 6897
UP ENGINEERING, LLC.
TREYHUPENGINEERING.COM

TRACT I: BEING ALL OF LOT 2B, RE PLAT LEWIS SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF FILED UNDER DOCUMENT NO. 3362194, OFFICIAL PUBLIC RECORDS, HIDALGO COUNTY, TEXAS.
TRACT II: BEING A 0.3969-ACRE (17,889 SQ. FT.) TRACT OF LAND, BEING A PORTION OF LOT 2A, BLOCK C, IN THE LEWIS SUBDIVISION, AS SHOWN BY PLAT RECORDED IN DOCUMENT NO. 3362194, O.P.R., MORE FULLY DESCRIBED IN WARRANTY DEED RECORDED UNDER INSTRUMENT NO. 2845604, OFFICIAL PUBLIC RECORDS HIDALGO COUNTY, TEXAS.

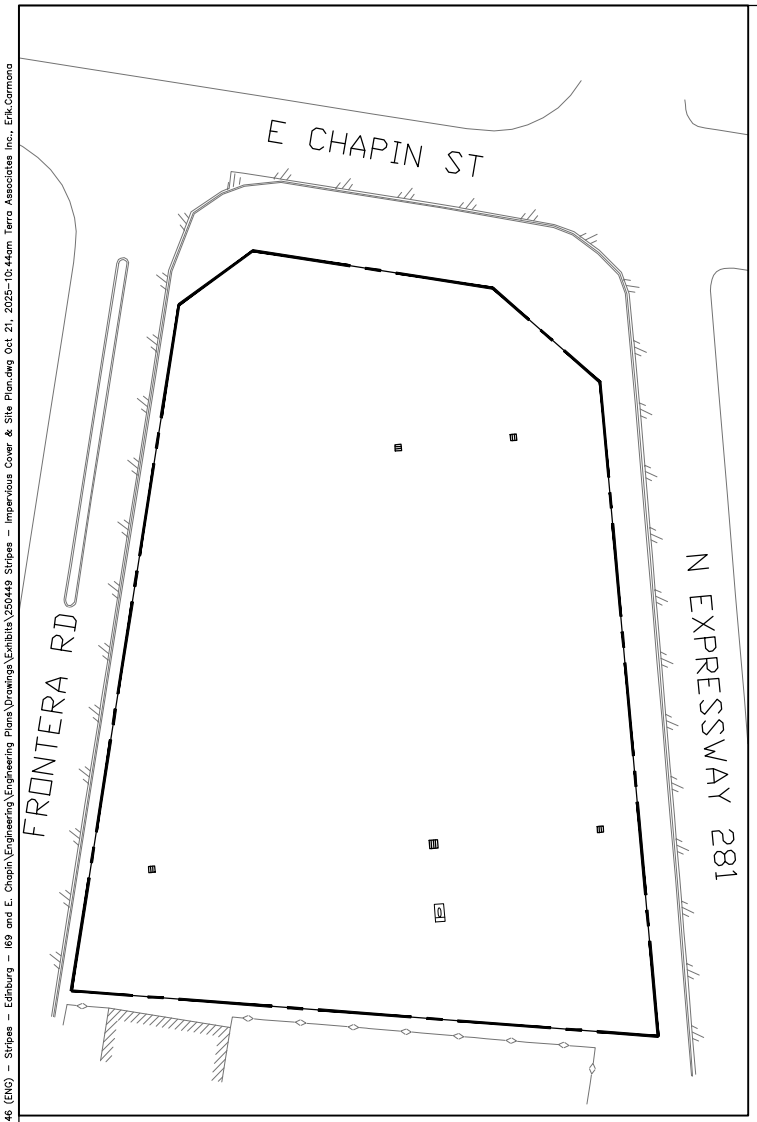
PREPARED FOR:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY & LASCO ENDREAVORS, LLC.

UP ENGINEERING
TX FIRM #18116
1418 E. EXPRESSWAY 83, SUITE 2
MISSION, TEXAS 78572
TEL: (956) 424-2900
WWW.UPENGINEERING.COM

SHEET NUMBER: 1 OF 1
DATE: AUGUST 2025

NO.	REMARKS

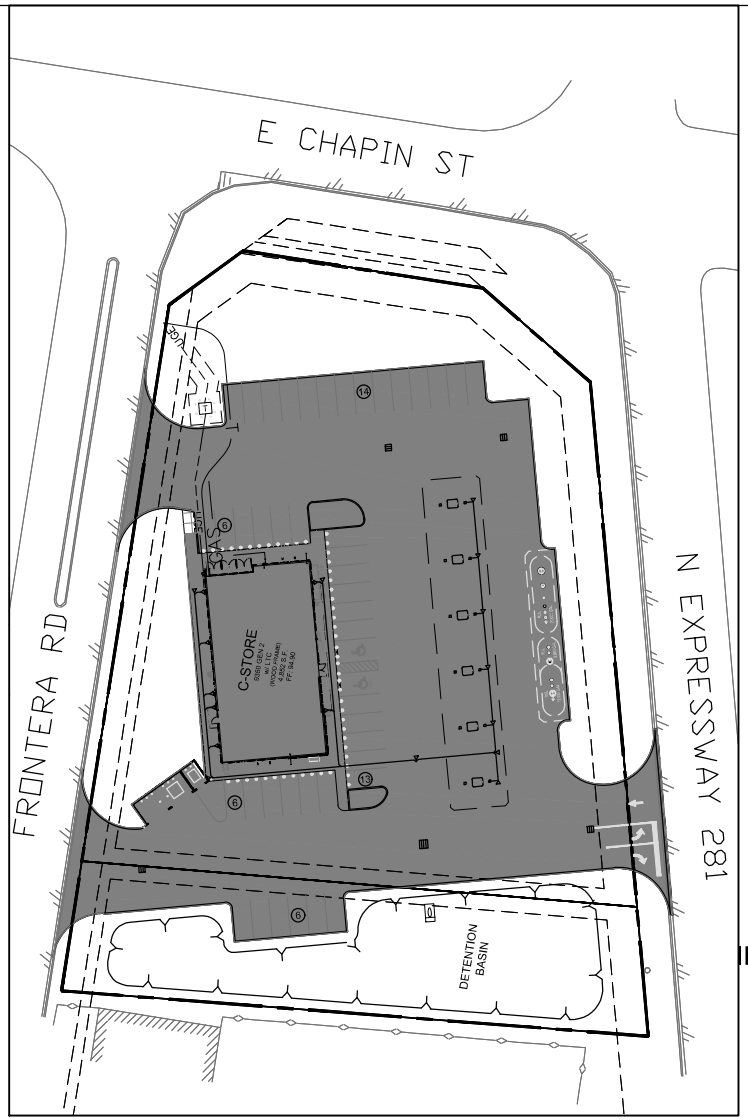
PROJECT NO:	3.28
CHECKED:	RNJ
DRAWN:	RN
FIELD CREW:	TT
FIELD WORK DATE:	06/16/2024



EXISTING CONDITIONS

IMPERVIOUS AREA

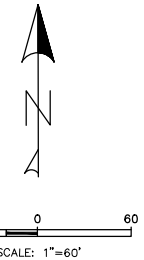
PROP LOT AREA:	1.94 AC (84,596 SF)
IMPERVIOUS COVER:	0.00 AC (0 SF)
PERVIOUS COVER:	1.94 AC (84,596 SF)
LOT 1 BLK 1 COVERAGE:	0.0% IMPERVIOUS



PROPOSED CONDITIONS

IMPERVIOUS AREA

PROP LOT AREA:	1.94 AC (84,596 SF)
IMPERVIOUS COVER:	1.17 AC (51,030SF)
PERVIOUS COVER:	0.77 AC (33,566 SF)
LOT 1 BLK 1 COVERAGE:	60% IMPERVIOUS



GENERAL SITE INFO

EXISTING ZONING:	INDUSTRIAL, GENERAL
PROPOSED ZONING:	COMMERCIAL, GENERAL
PROPOSED LOT AREA:	1.94 AC (84,596 SF)
PROPOSED USE:	C-STORE & GAS STATION
PROPOSED PARKING COUNT:	45

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

IMPERVIOUS COVER/ PRELIMINARY SITE PLAN EXHIBIT
STRIPES # 42847
E CHAPIN ST. & I-69
EDINBURG, TX 78541
OCTOBER 2025

Bowman

© 2023 Bowman Consulting Group, Ltd.
Firm Registration No. 14309
111 Tower Dr.
Suite 325
San Antonio, Texas 78232
Phone: (210) 298-1600
EMAIL: jhora@bowman.com
www.bowmanconsulting.com

V:\250449 - 7-Eleven\250449-01-046 (ENG) - Stripes - Edinburg - I69 and E. Chapin\Engineering\Engineering Plans\Drawings\Exhibits\250449 Stripes - Impervious Cover & Site Plan.dwg Oct 21, 2025-10:44am Terra Associates Inc., Erik.Carmona

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM INDUSTRIAL, GENERAL (IG) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING ALL OF LOT 2B REPLAT OF LEWIS SUBDIVISION, AND A 0.3969-ACRE (17,889 SQ. FT.) TRACT OF LAND, BEING A PORTION OF LOT 2A, BLOCK C, IN THE LEWIS SUBDIVISION, LOCATED AT 1319 AND 1313 N. I-69C, 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 Industrial, General (IG) 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 Being all of Lot 2B Replat of Lewis Subdivision, and a 0.3969-acre (17,889 sq. ft.) tract of land, being a portion of lot 2A, Block C, in the Lewis Subdivision, located at 1319 and 1313 N. I-69C from Industrial, General (IG) 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 December 11, 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 January 6, 2026, 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 Industrial, General (IG) 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 Industrial, General (IG) 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 6th day of January 2026.

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: January 6, 2026
PUBLIC HEARINGS
Agenda Item No: 7.D.
Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision, Located at 1000 W. Alberta Road, As Requested By Melden and Hunt Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of West Alberta Road, approximately 1,329 feet east of South Sugar Road. The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. This property consists of three tracts of land and has 198 feet of frontage along West Alberta Road and a lot depth of 1,320 feet for a total lot area of 6 acres. The requested zoning designation is the Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. The applicant is requesting the zone change to establish a new 58 lot townhome subdivision at this location.

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

Staff mailed a notice of the public hearing to 67 neighboring property owners on Wednesday, November 26, 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 December 17, 2025.

On December 3, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may support the proposed development. Preliminary Comments were given to the engineer of record for utility work to be reviewed.

On December 11, 2025, the Planning & Zoning Commission recommended with a vote of 5-1 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District based on adjacent zoning districts and the character

of the area. This block of West Alberta Road consists of lower density single-family residential uses and zoning districts such as Residential, Suburban (RS) District and Residential, Primary (RP) District. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/11/2025
CITY COUNCIL – 01/06/2026
DATE PREPARED – 12/03/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District

APPLICANT: Ben & Mike Ventures, LLC.

AGENT: Melden and Hunt Inc.

LEGAL: Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision

LOCATION: 1000 West Alberta Road

LOT/TRACT SIZE: 6.00 acres

CURRENT USE: Existing residential home

PROPOSED USE: Townhome development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Commercial, General (CG) District
East – Residential, Suburban (RS) District
West – a drainage ditch, Agriculture and Open Space (AO) District, and Residential, Multi-Family (RM) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District

REZONING REQUEST
MELDEN AND HUNT INC.

EVALUATION

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

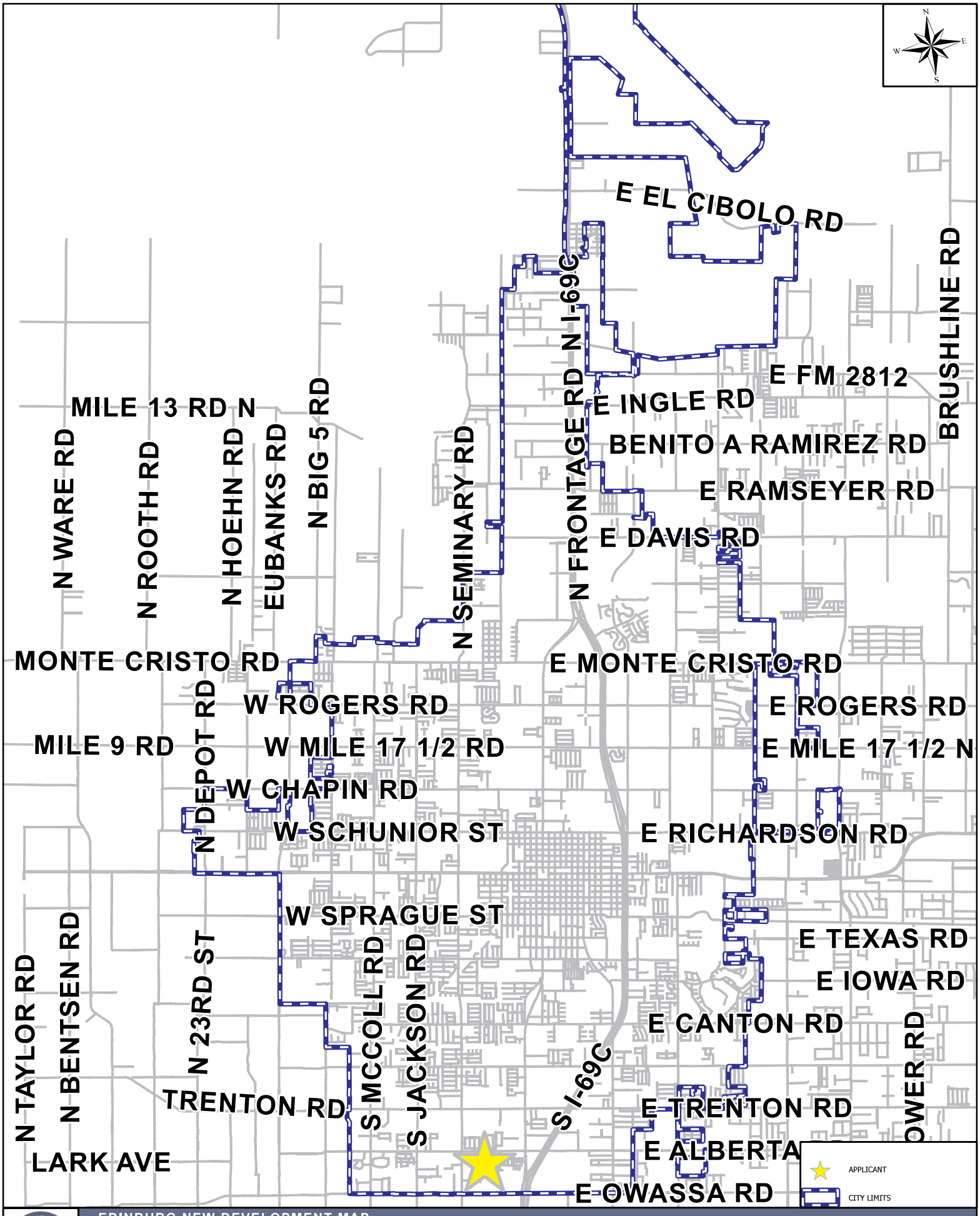
1. The applicant is requesting the zone change to establish a townhome development at this location.

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

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

Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District based on adjacent zoning districts and the character of the area. This block of West Alberta Road consists of lower density single-family residential uses and zoning districts such as Residential, Suburban (RS) District and Residential, Primary (RP) 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.

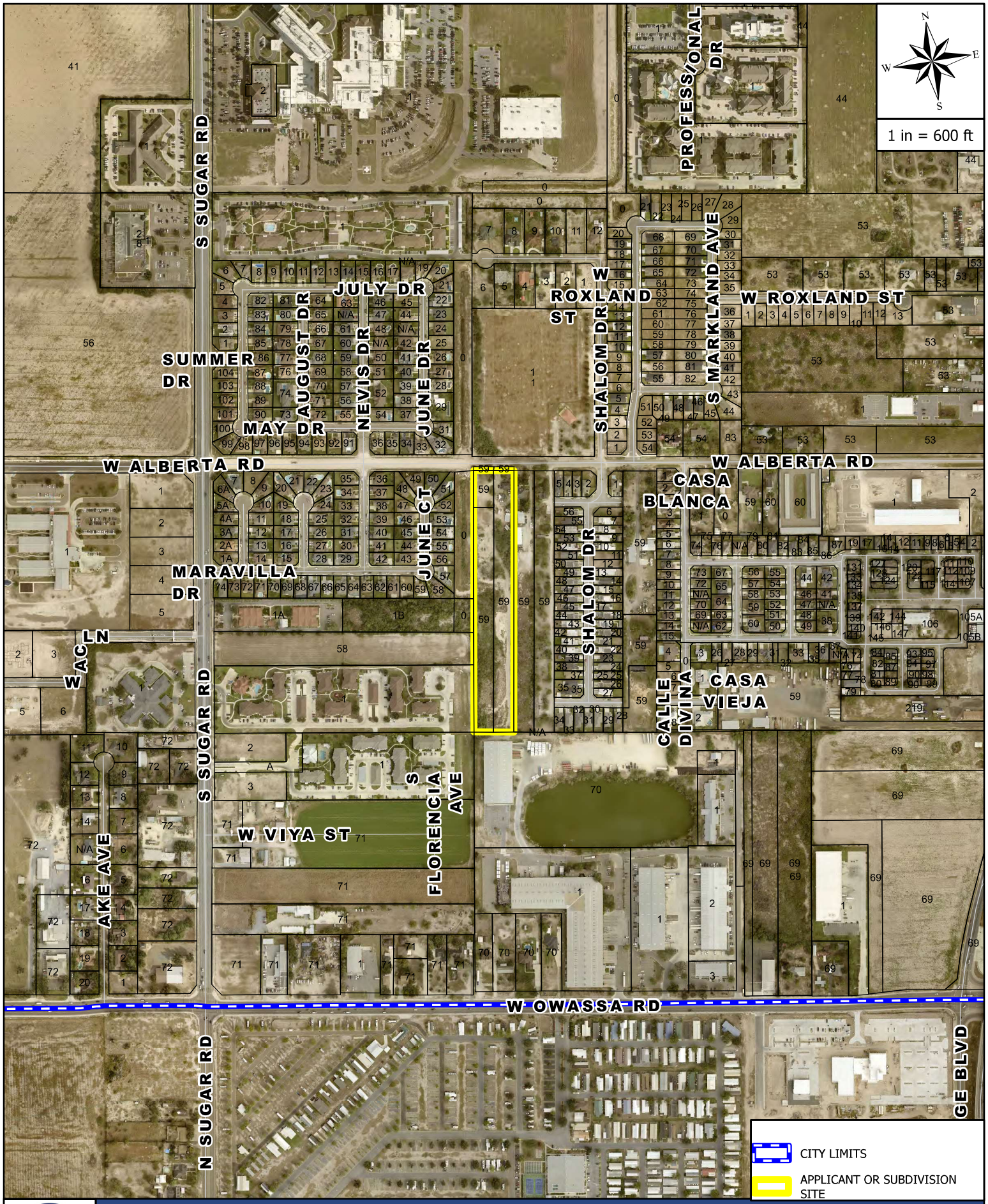
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EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

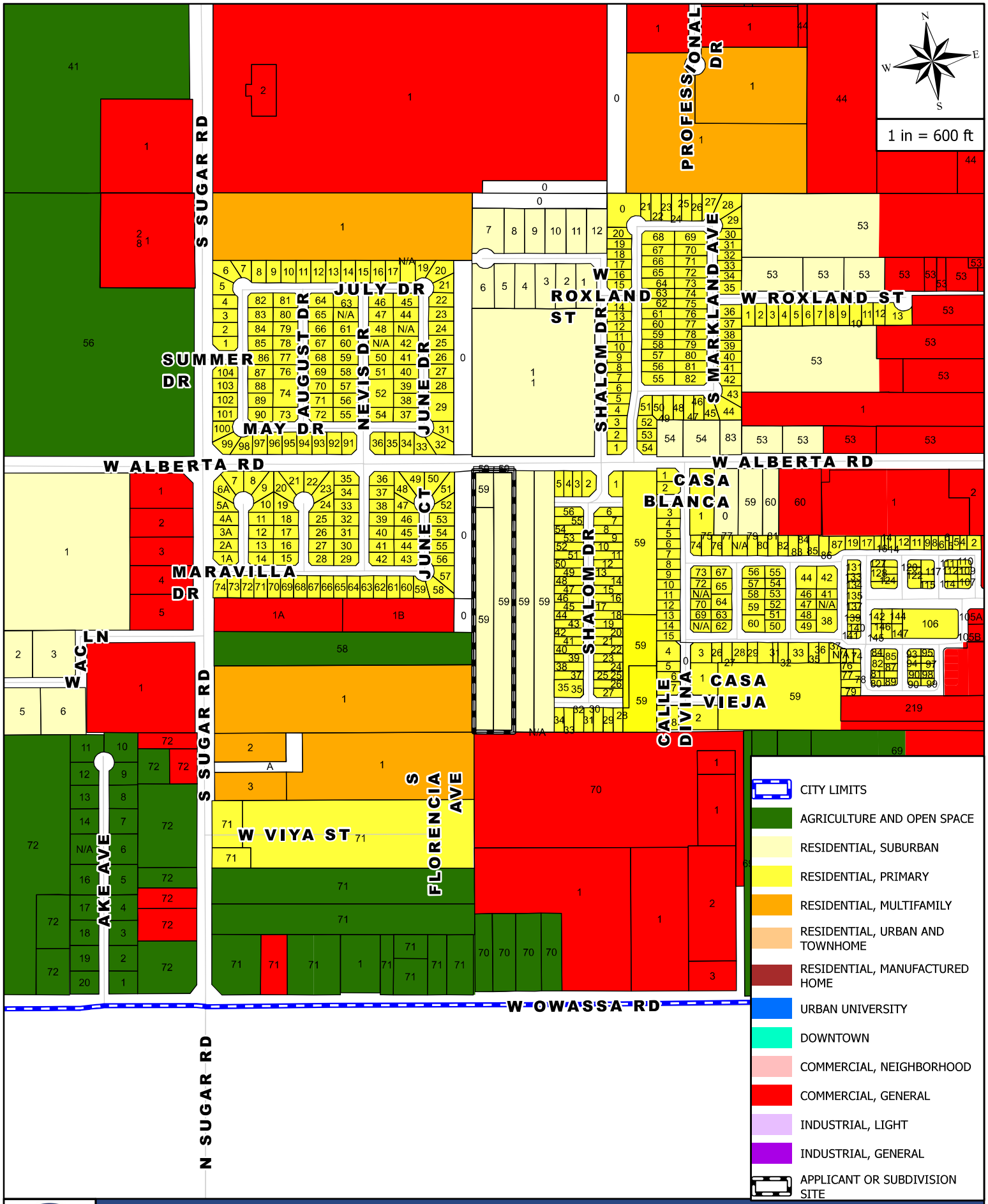
RZNE-2025-0312 1000 W ALBERTA RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

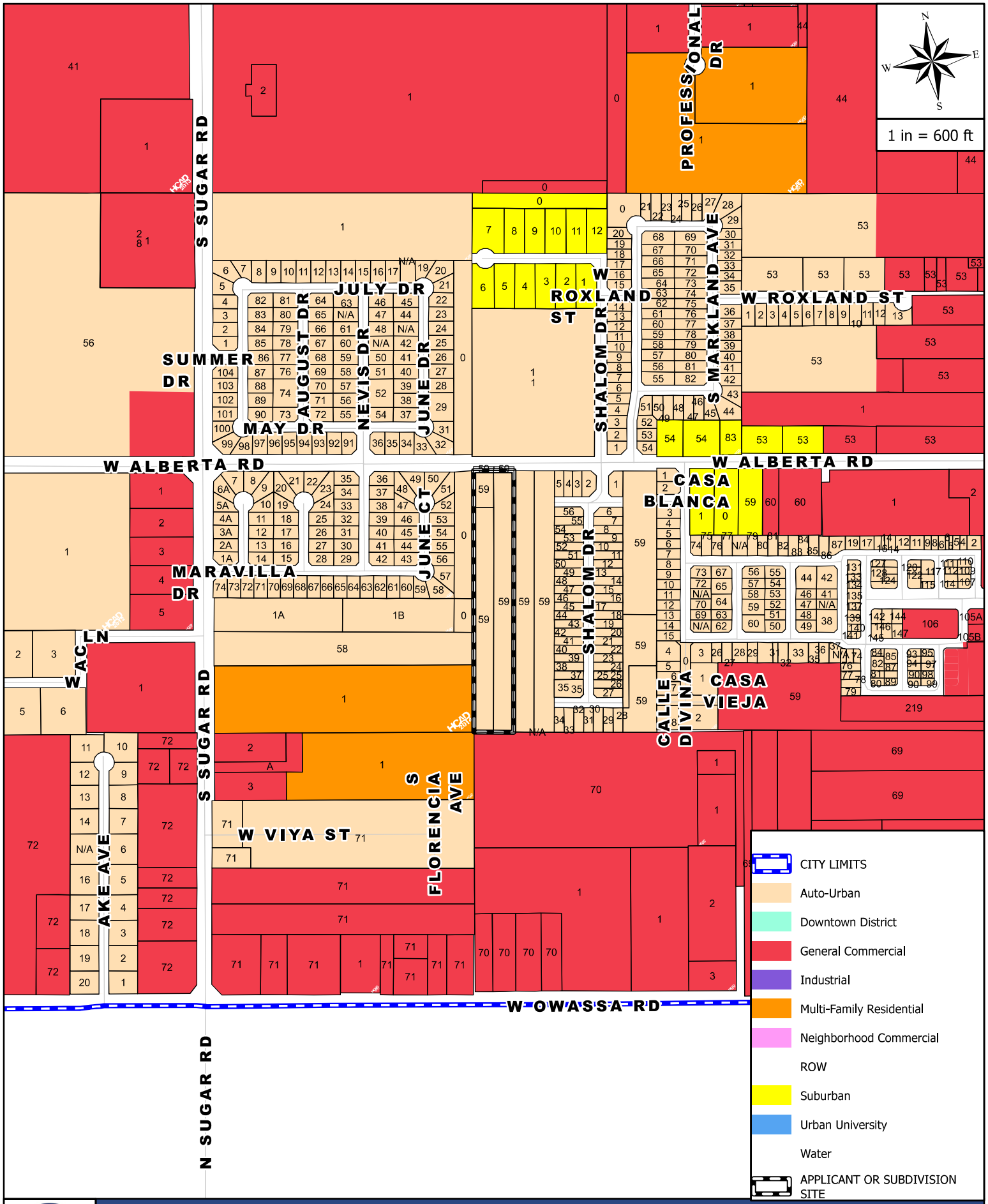
RZNE-2025-0312 1000 W ALBERTA RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

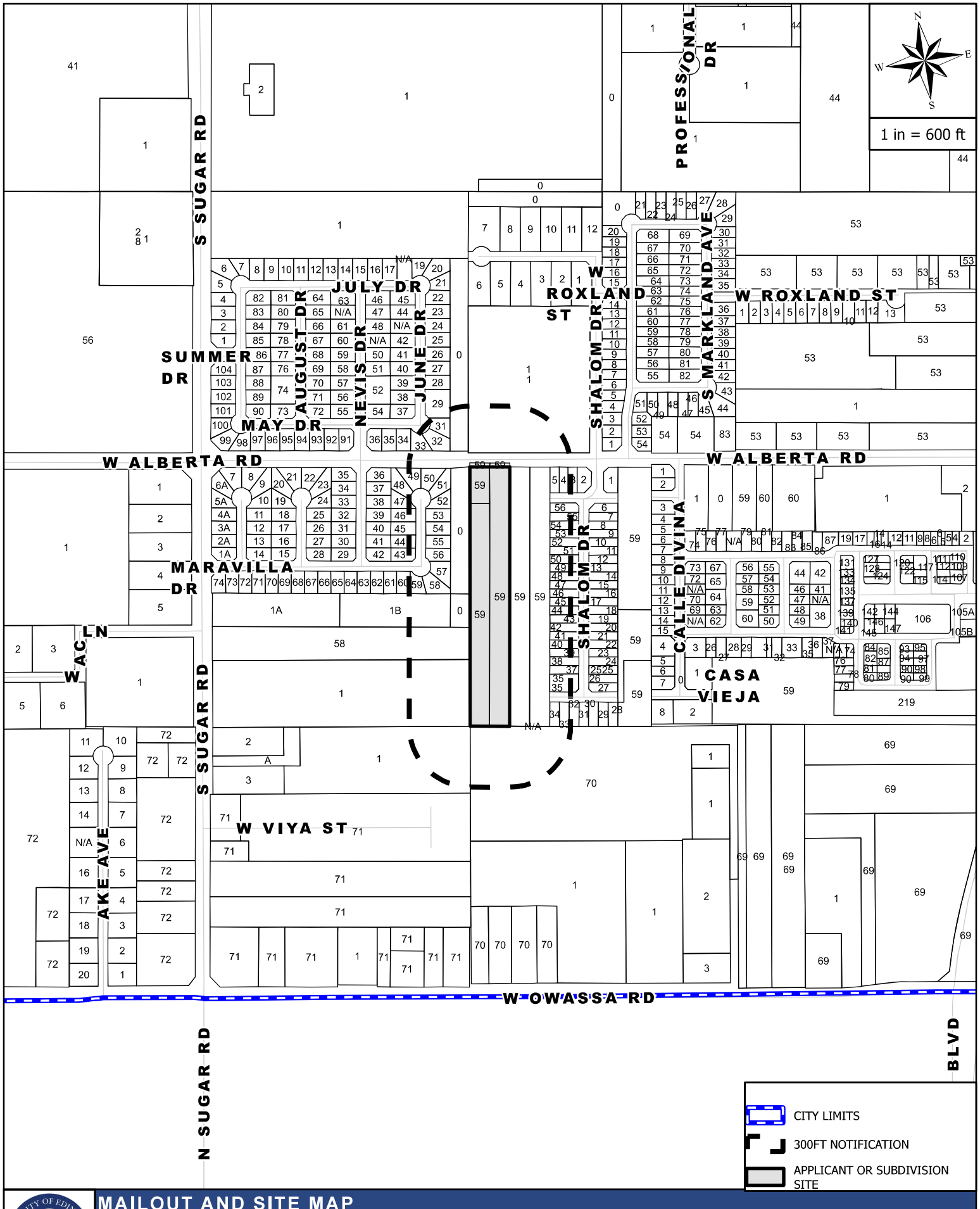
RZNE-2025-0312 1000 W ALBERTA RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0312 1000 W ALBERTA RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

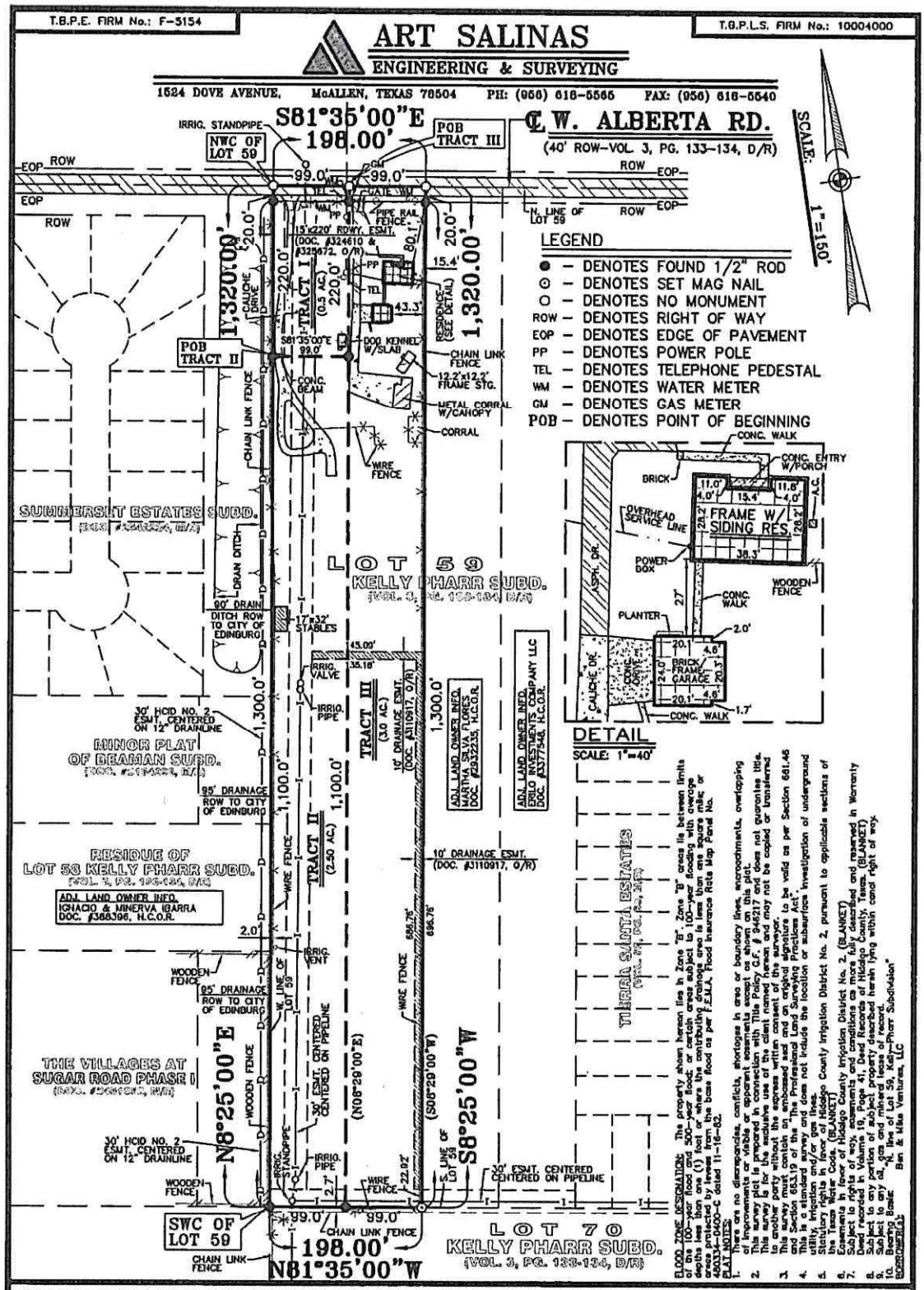
RZNE-2025-0312 1000 W ALBERTA RD

Rezoning Request Site Photo

Melden & Hunt, INC.
1000 W Alberta Rd



Authentisign ID: E8B056B5-10A6-F011-8E61-002248330C60



THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 1310 & 1314 W. ALBERTA RD., In EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:

TRACT I: A 0.5 ACRES OF LAND, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES ON THE WEST 15 FEET OF THE NORTH 220 FEET OF SAID LOT 59, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

22-63808
Job No.

09-20-22
Date

©COPYRIGHT 2022 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

REGISTERED ARTURO A. SALINAS 4802 PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor No. 4802

BK

CLB

Lot #	Lot Area (SQ.FT.)	Area
1	284400	10,000
2	284400	10,000
3	284400	10,000
4	284400	10,000
5	284400	10,000
6	284400	10,000
7	284400	10,000
8	284400	10,000
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57	284400	10,000
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59	284400	10,000
60	284400	10,000

Lot #	Lot Area (SQ.FT.)	Area
61	284400	10,000
62	284400	10,000
63	284400	10,000
64	284400	10,000

LOT LAYOUT

THE ELMS
CITY OF EDINBURG, TEXAS
HIDALGO COUNTY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF RUBEN JAMES DE JESUS, P.E. 126282 ON NOVEMBER 06, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ENG. TECH: E.V.Z.
PROJECT ENG: RUBEN J. DE JESUS
REVIEWED BY: R.J., J.V.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 60'

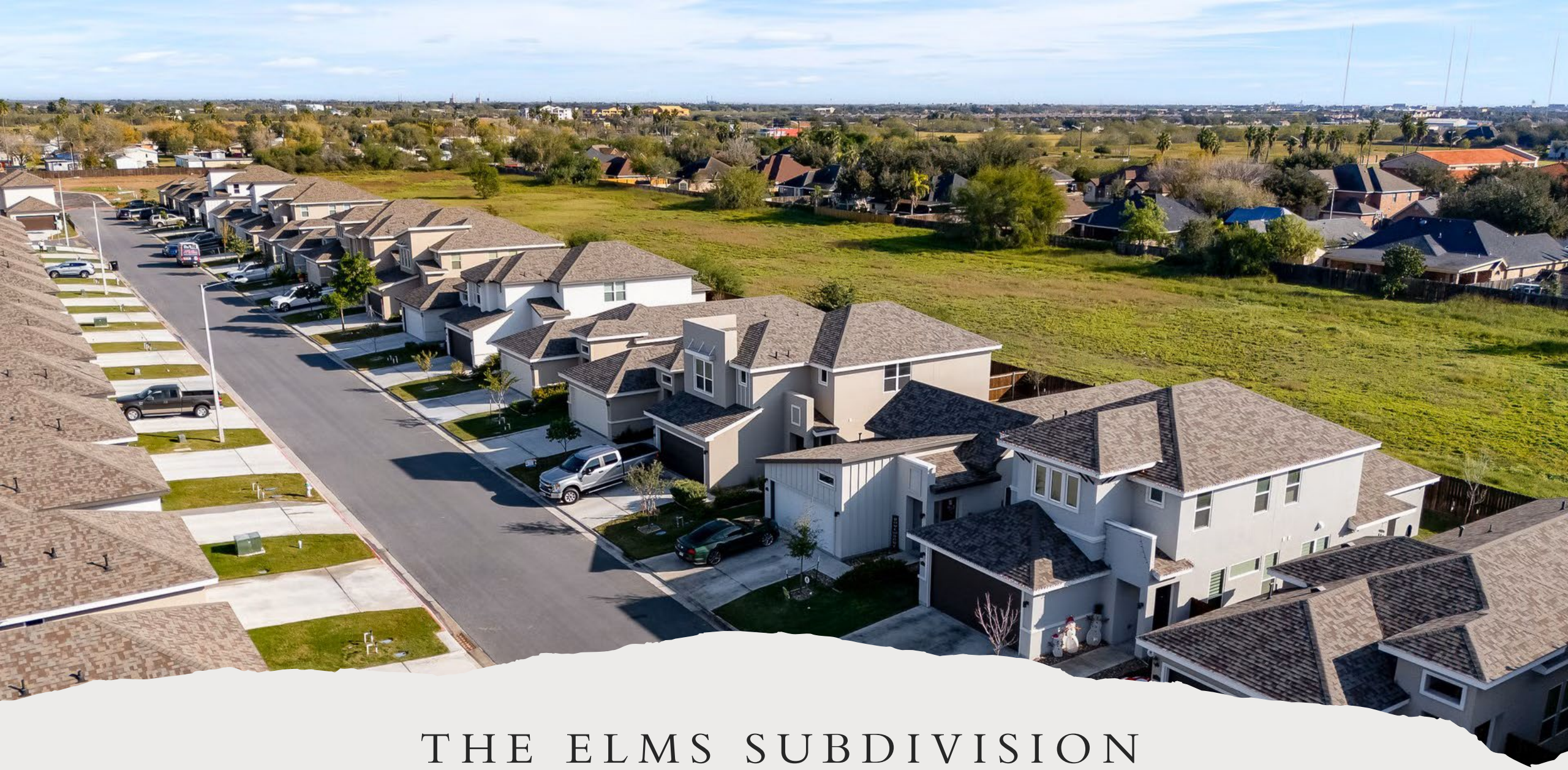
REVISION | DATE | BY

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

JOB No. 25192.00

SHEET 01 OF 04

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File Name: 25192.00



THE ELMS SUBDIVISION

Single Family Townhomes



THE ELMS SUBDIVISION

Provides housing opportunities while improving infrastructure that benefits existing residents.

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, December 11, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING TRACT I: A 0.5 ACRES OF LAND, MORE OR LESS, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, KELLY PHARR SUBDIVISION TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, KELLY PHARR SUBDIVISION, TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY PHARR SUBDIVISION , LOCATED AT 1000 W. ALBERTA ROAD, AS REQUESTED BY MELDEN AND HUNT INC.

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

This request is scheduled to be heard by the **City Council on Tuesday, January 6, 2026, 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, December 10, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, December 10, 2025

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

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

Comments: _____

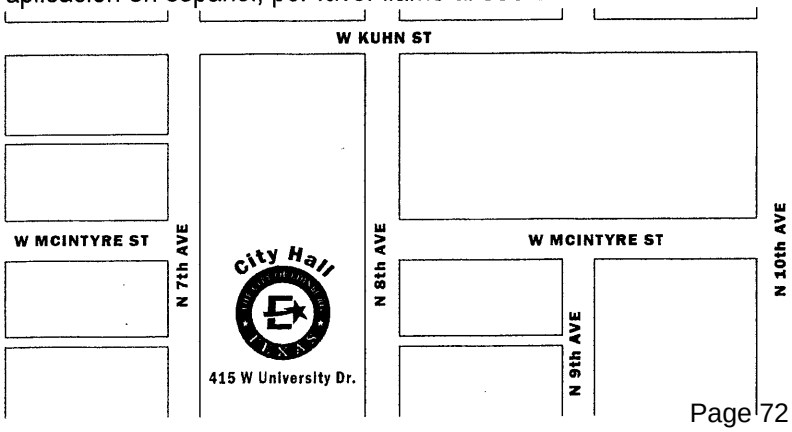
Print Name: Kwang-Wei Chang Phone No. [redacted]

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



Fri 12/5/2025 7:18 AM

M

[redacted]

[UNKNOWN SENDER] notification response

To Planning@cityofedinburg.com

I, the undersigned resident of Shalom Drive, strongly oppose the proposed rezoning of Lot 59 to a Residential Urban and Townhome District.

The subject property is entirely surrounded by established single-family residential subdivisions, including those along Shalom Drive, Casa Vieja, Ravilla Drive, Nevis Drive, and August Drive. All these communities were developed and purchased as low-density, single-family neighborhoods—and the proposed zoning would introduce incompatible land use that directly undermines the character and intent of these areas.

The shift to higher-density development would result in:

Increased traffic congestion on roads not designed for multi-family use
Safety risks for pedestrians and children
Strain on schools and public infrastructure
Noise, privacy, and aesthetic impacts on adjacent homes
A likely negative effect on property values
Furthermore, this rezoning lacks any meaningful transitional zoning or buffer between the proposed townhomes and adjacent single-family homes. This creates an abrupt and inappropriate land use conflict.

Approving this request would also set a precedent that could invite further rezoning efforts, threatening the long-term stability and planning integrity of our residential area.

For these reasons, I respectfully urge the Planning & Zoning Commission to deny the rezoning request and uphold the Residential Suburban zoning designation that our community relies on.
I do not agree with your plan.

Maria Luisa Joaboscan
Owner

THE CITY OF

Edinburg

NOTIFICATION

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This district is the highest intensity single family residential district.

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You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, December 10, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, December 10, 2025

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

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

Comments: _____

Print Name: Maria Leticia Sosa Barcenas Phone No: [redacted]

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

NOTIFICACIÓN

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

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



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING TRACT I: A 0.5 ACRES OF LAND, MORE OR LESS, BEING THE NORTH 220 FEET OF THE WEST 99.0 FEET OF THE NORTH 440 FEET OF LOT 59, KELLY PHARR SUBDIVISION TRACT II: A 2.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE WEST 99.0 FEET OF LOT 59, KELLY PHARR SUBDIVISION, TRACT III: A 3.0 ACRE TRACT OF LAND OUT OF LOT 59, KELLY PHARR SUBDIVISION, LOCATED AT 1000 W. ALBERTA 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, Suburban (RS) District, and Residential, Urban (RU) & Townhome District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Tract I: A 0.5 Acres of Land, More or Less, Being the North 220 Feet of the West 99.0 Feet of the North 440 Feet of Lot 59, Kelly Pharr Subdivision Tract II: A 2.50 Acre Tract of Land, More or Less, Out of the West 99.0 Feet of Lot 59, Kelly Pharr Subdivision, Tract III: A 3.0 Acre Tract of Land Out of Lot 59, Kelly Pharr Subdivision, Located at 1000 W. Alberta Road from Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 11, 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 January 6, 2026, 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, Suburban (RS) District and Residential, Urban (RU) & Townhome District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and added to the Residential, Urban (RU) & Townhome District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of January 2026.

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: January 6, 2026
PUBLIC HEARINGS
Agenda Item No: 7.E.
Rezoning Request - Firm Foundation Construction, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi- Family (RM) District, Being Lots 11 and 12, Block 115, Original Townsite of Edinburg, Located at 701 E. Lovett, As Requested By Firm Foundation Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the northeast corner of E. Lovett Street and N. 17th Avenue and is currently zoned Residential, Primary (RP) District. Property is currently occupied by multifamily residential uses. The property has a total frontage of 100.00 feet of frontage along E. Lovett Street and a lot depth of 142.00 feet along N. 17th Avenue, for a total area of 14,200 square feet. The requested zoning designation is Residential, Multi-Family (RM) District. This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). On November 5, 2025, the City Council voted to deny a rezoning application for the Residential, Multi-Family (RM) District at 521 E. Lovett, located a few blocks west of the property under consideration. The applicant is requesting the zone change to establish new multi-family uses.

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

Staff mailed a notice of the public hearing to 58 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.

On December 3, 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 December 11, 2025, the Planning & Zoning Commission recommended with a vote of 5-1 to deny the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on the existing 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: **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 – 12/11/2025
CITY COUNCIL – 01/06/2026
DATE PREPARED – 12/03/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District

APPLICANT: Travesa investments, LLC

AGENT: Firm Foundation Construction, LLC

LEGAL: Being Lots 11 and 12, Block 115, Original Townsite of Edinburg

LOCATION: Located at 701 E. Lovett

LOT/TRACT SIZE: 14,200 square feet

CURRENT USE: Multi-Family Uses

PROPOSED USE: Multi-Family Uses

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District

REZONING REQUEST
FIRM FOUNDATION CONSTRUCTION, LLC

EVALUATION

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

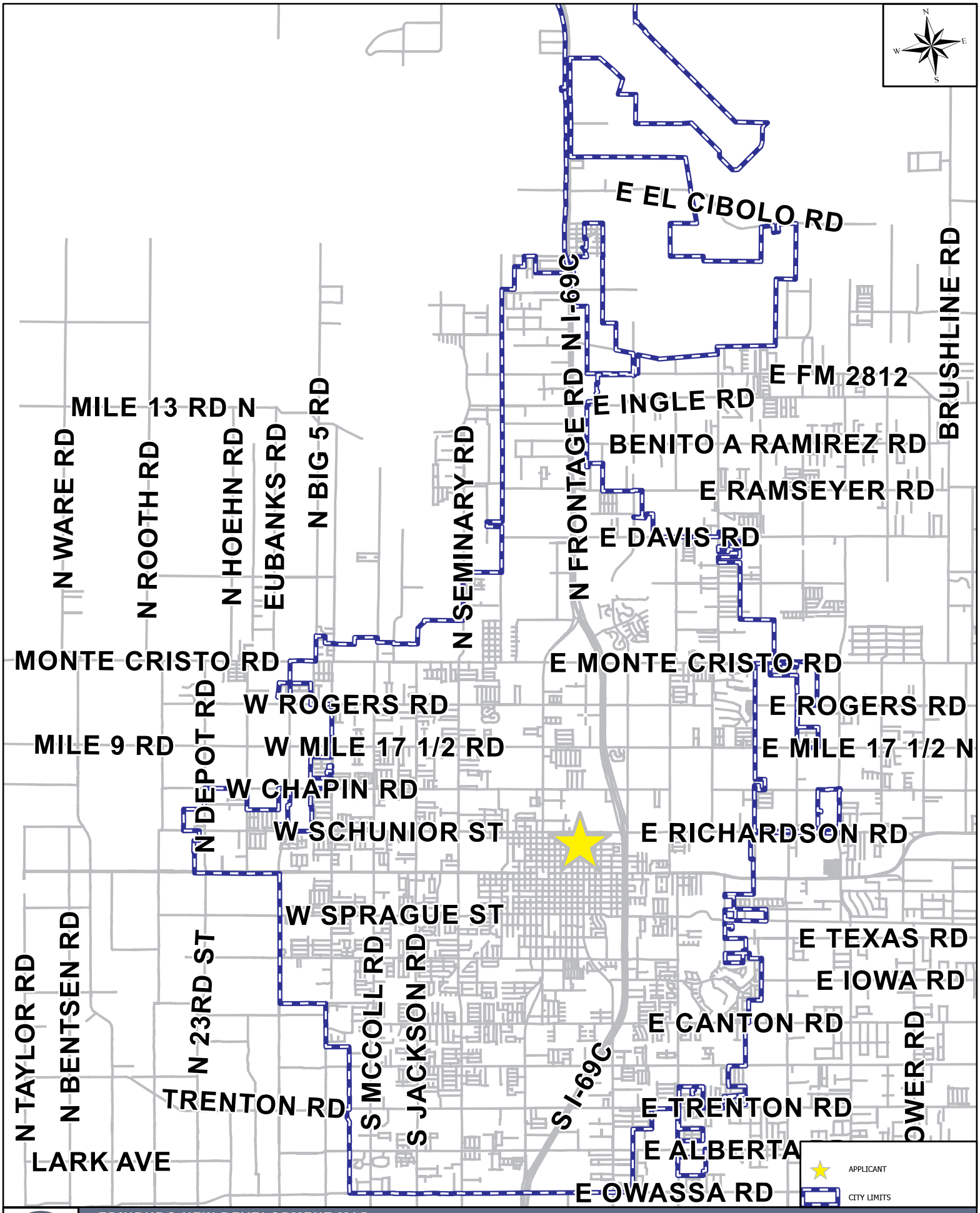
1. The applicant is requesting the zone change to establish a new multi-family uses.

2. Surrounding land consists of single-family residential uses.

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

Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on the existing 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.

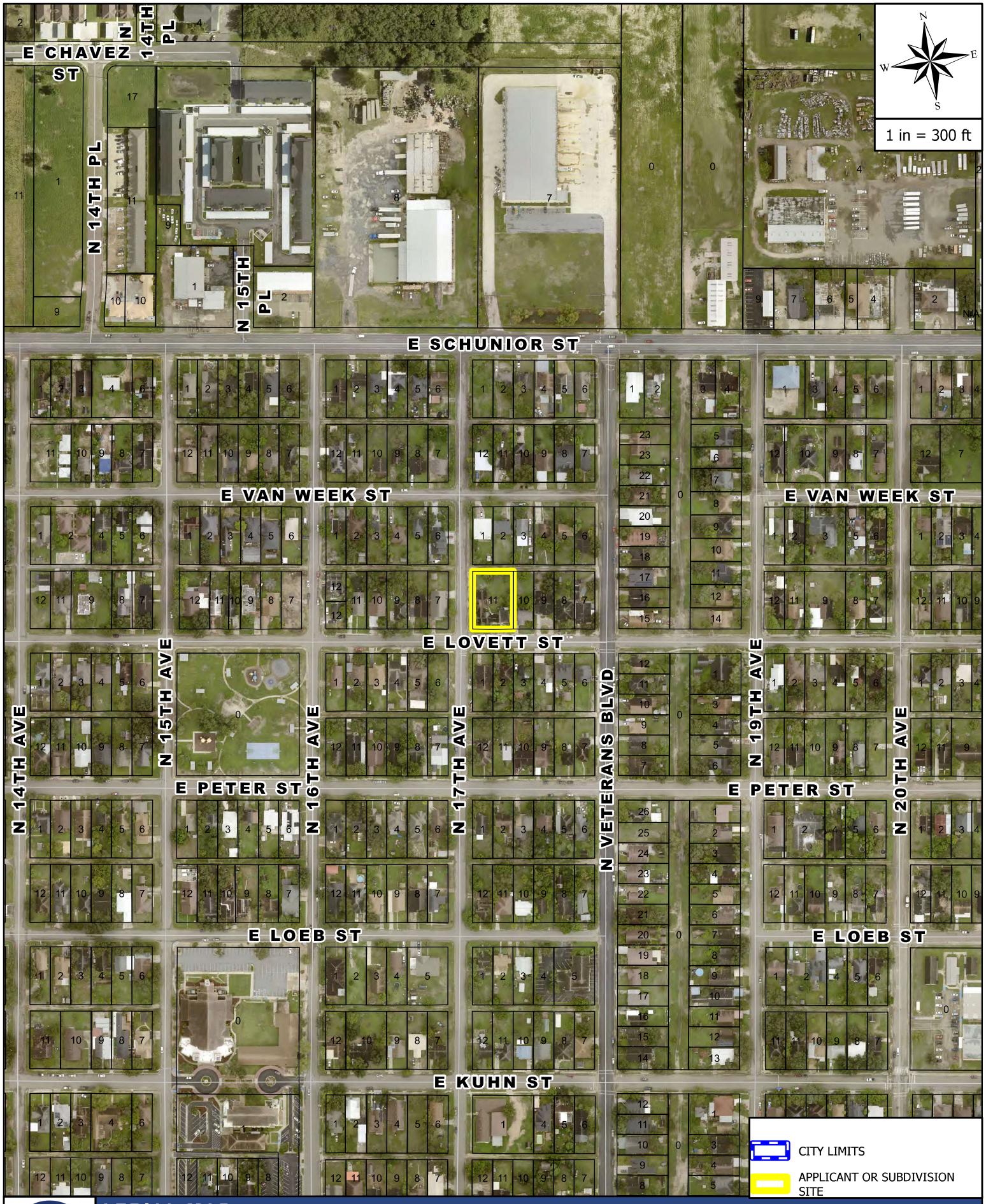
Staff mailed a notice of the public hearing to 58 neighboring property owners on Wednesday, November 26, 2025, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 17, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

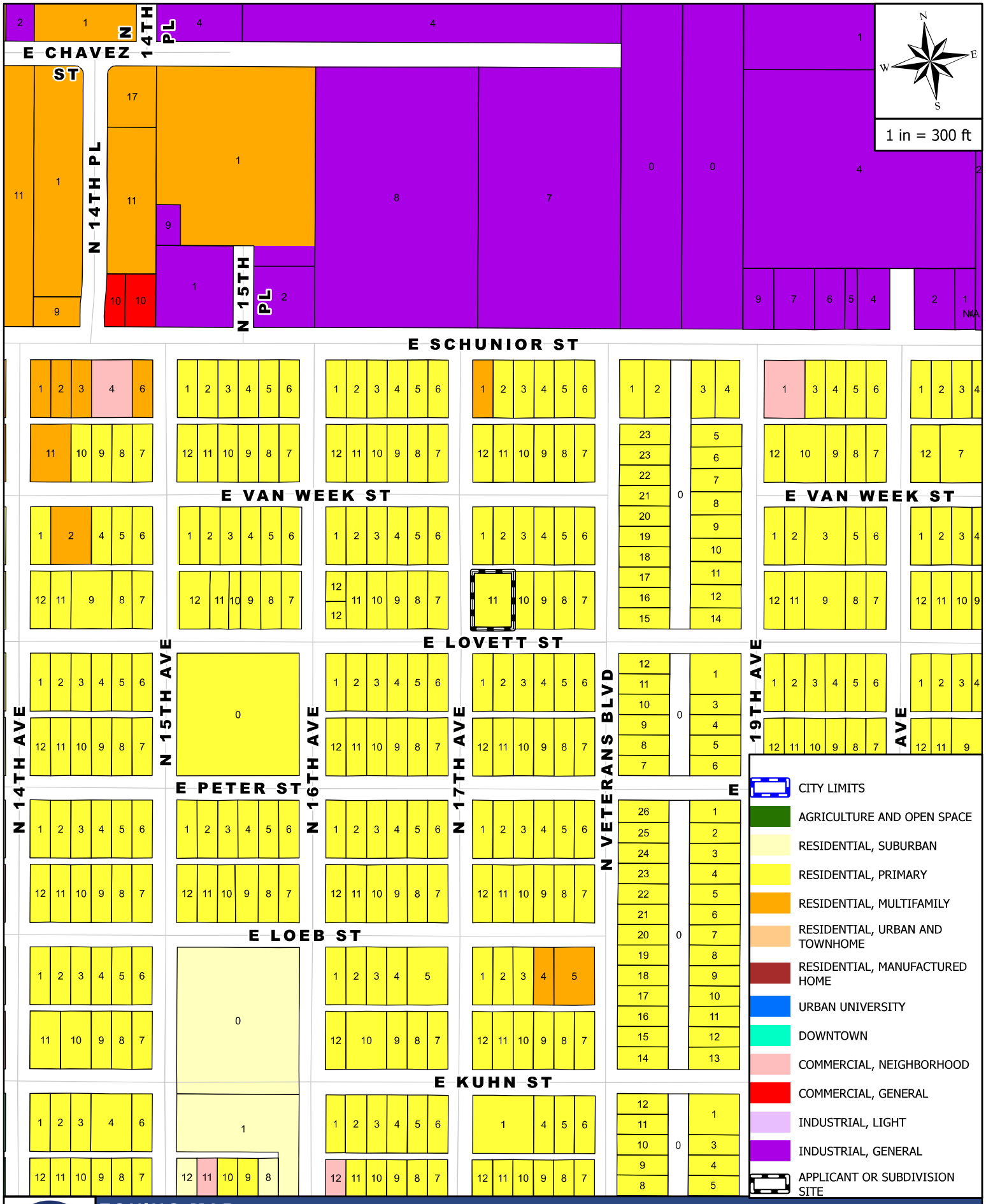
RZNE-2025-0315 701 E LOVETT ST



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

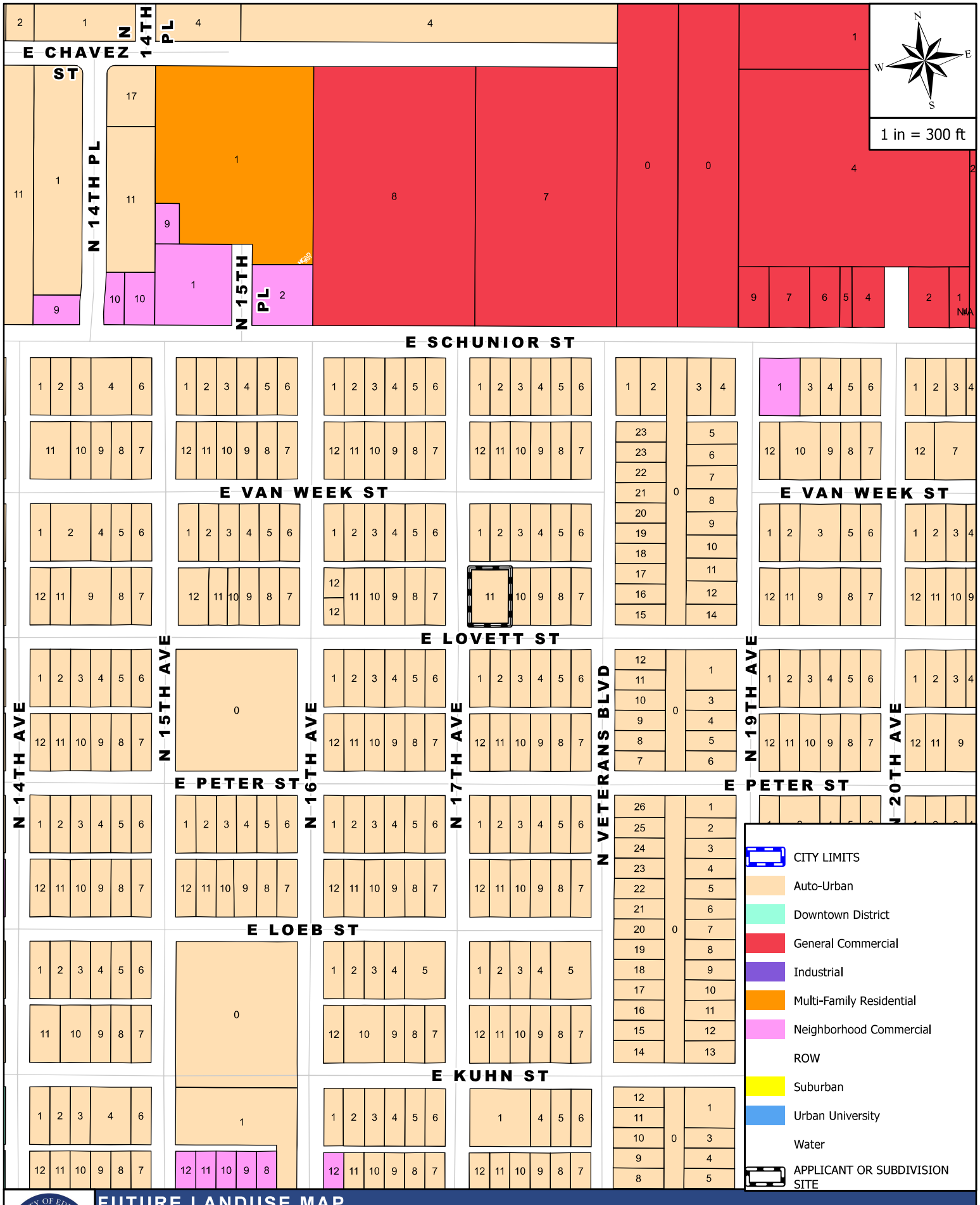
RZNE-2025-0315 701 E LOVETT ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

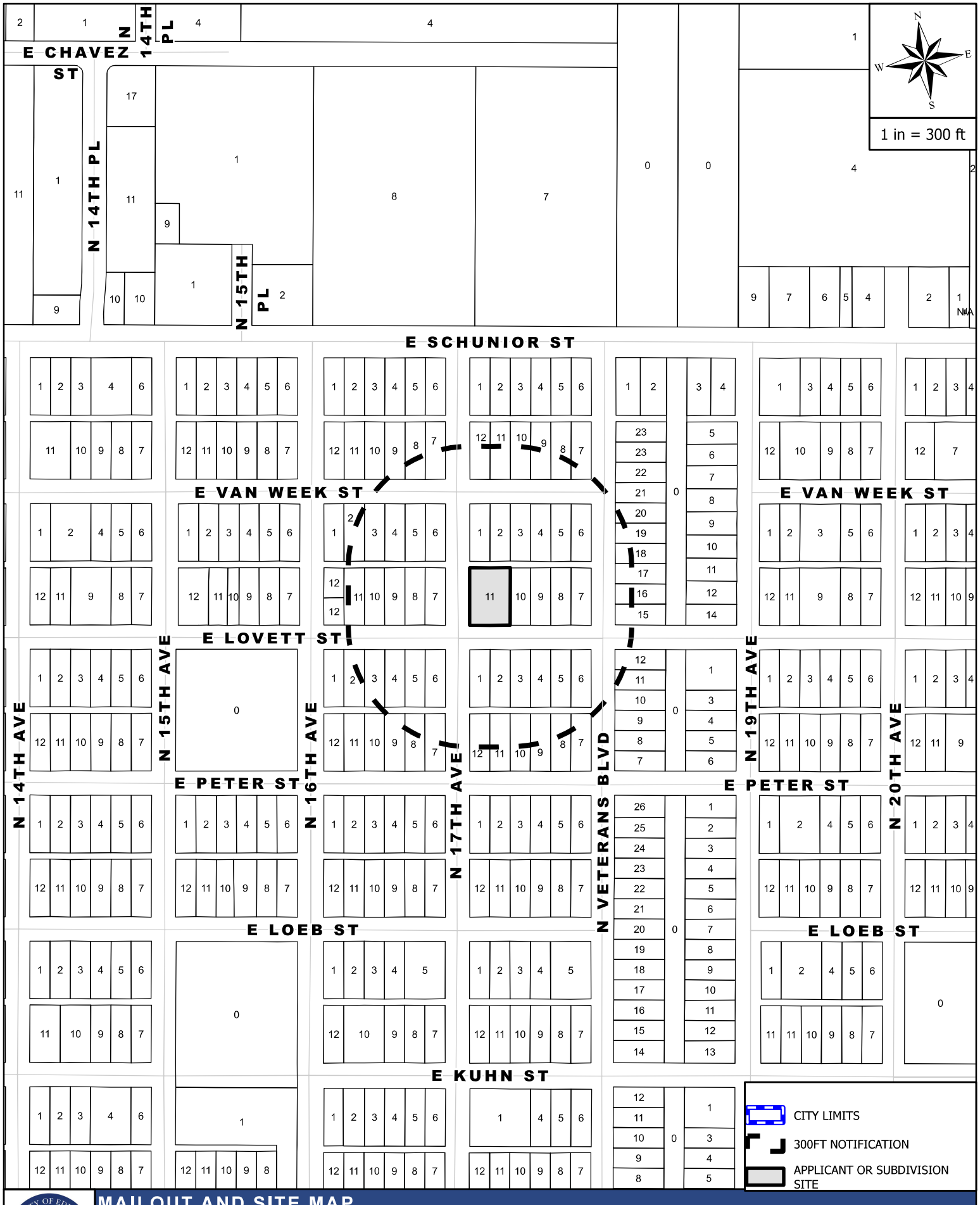
RZNE-2025-0315 701 E LOVETT ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0315 701 E LOVETT ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

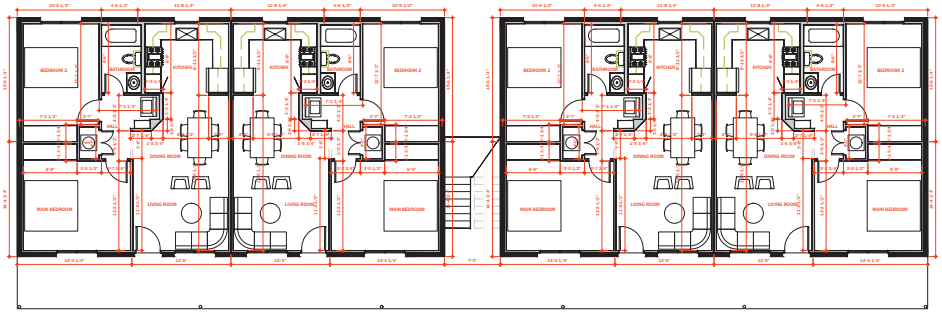
RZNE-2025-0315 701 E LOVETT ST

Rezoning Request Site Photo

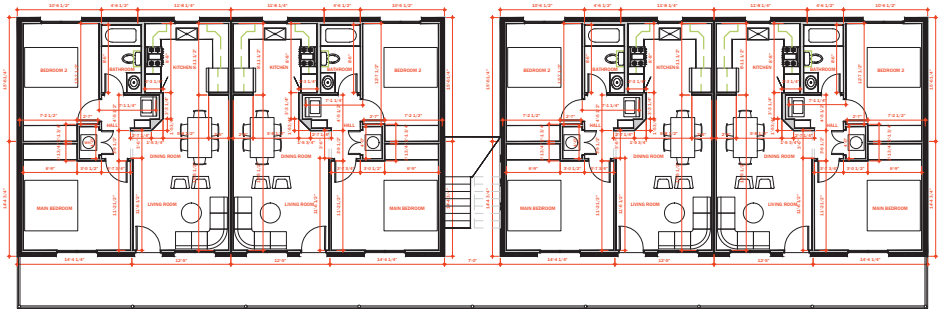
Firm Foundation Construction, LLC
701 E Lovett St




VILLAGE AT
LOVETT



1ST FLOOR



2ND FLOOR

FLOOR PLAN - 1ST & 2ND FLOOR

1/16" = 1'-0"

2-BED APARTMENT COMPLEX

12 UNITS

STREET ADDRESS

TEXAS CITY, TEXAS

Project No. DUPLINITA2025

10/06/2025

Revisions

Notes

1.
2.
3.

Project North

Scale 1/8"=1'-0"

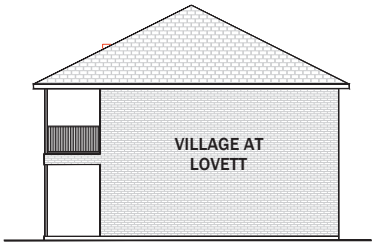
MASTER FLOOR PLAN

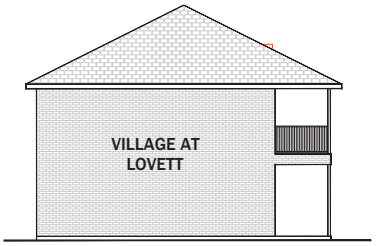
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Sheet No. © 2020









ELEVATIONS
1/16" = 1'-0"

2-BED APARTMENT COMPLEX
12 UNITS
STREET ADDRESS
TEXAS CITY, TEXAS

Project No. DUPLINITA2025

10/08/2025

Revisions

Notes
1.
2.
3.

Project North

Scale 1/8"=1'-0"

ELEVATIONS

A2.0

Sheet No. © 2020

Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, December 11, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, BEING LOTS 11 AND 12, BLOCK 115, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 701 E. LOVETT, AS REQUESTED BY FIRSA FOUNDATION CONSTRUCTION, LLC

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, January 6, 2026, 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, December 10, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, December 10, 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: Currently, that plot of land already has several apartments, and there have been several incidents that disrupt the peace and quiet of our neighborh

Print Name: ALFREDO GUERRERO Phone No. [redacted]

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

NOTIFICACIÓN

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, BEING LOTS 11 AND 12, BLOCK 115, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 701 E. LOVETT, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Residential, Multi- Family (RM) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lots 11 and 12, Block 115, Original Townsite of Edinburg, located at 701 E. Lovett, from Residential, Primary (RP) District to Residential, Multi- Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 11, 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 January 6, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 6th day of January 2026.

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: January 6, 2026
AWARDING OF BIDS
Agenda Item No: 8.A.
Outside Fleet Repair Service Rate of Off Warranty Units

1. **Agenda Item:**
Consider Awarding Bid No. 2026-01, Outside Fleet Repair Service Rate of Off Warranty Units to Carrera Hydraulics, LLC of Monte Alto, Texas, CC Truckers, LLC of Edinburg, Texas and, Capital Towing, LLC of Edinburg, Texas Based on Types of Services and Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
In an effort to continue providing efficient and cost-effective services, the Department sent out solicitations for competitive bids for mobile commercial fleet hydraulic and diesel repair service providers to provide sanitation truck system repair services onsite on an as-needed basis. The objective is to enhance the Department's fleet performance by reducing repair cost and downtime and by improving overall reliability and functionality through strengthened maintenance practices. The City seeks to establish an agreement that provides the best overall value, ensuring high quality, cost-effective, and dependable fleet services.

On Tuesday, November 25, 2025, bids were opened for Bid No. 2026-01, Outside Fleet Repair Service Rate of Off-Warranty Units. Fifteen bid packets were requested and a total of three (3) bids were received and opened. After review and tabulation, it was determined that Carrera Hydraulics, LLC and CC Truckers, LLC were the two responsive/responsible bidders, per-unit price as listed, meeting specifications for Hydraulic Diagnostic/Troubleshoot and Hydraulic Repair. It is the Department's recommendation to award to both responsive and responsible bidders, in the event that the lowest responsible bidder, Carrera Hydraulics, LLC, is unable to provide services within the allocated response time, the City may elect to utilize CC Truckers, LLC, as an alternate to provide such services.

Along with the pricing for hydraulic diagnostic/troubleshoot and hydraulic repair, the Department also requested pricing for Diesel Engine Power Train (Diagnostic/Troubleshoot) and Diesel Engine Power Train (Repair). A review and tabulation revealed that CC Truckers, LLC was the single bidder, meeting specifications for Diesel Engine Power Train (Diagnostic / Troubleshoot) and Diesel Engine Power Train (Repair).

Lastly, pricing was also requested for Towing (Automated Refuse Trucks). A review and tabulation revealed that Capital Towing, LLC was the single bidder, meeting specifications.

Below is the list of responsive/responsible bidders for all services requested:
1. Carrera Hydraulics, LLC
2. CC Truckers, LLC
3. Capital Towing, LLC

The City of Edinburg has previously done business with Carrera Hydraulics, LLC, CC Truckers, LLC and Capital Towing, LLC.

If approved, the services are expected to be fulfilled on an as needed basis after issuance of a Purchase Order.

Staff has verified that Carrera Hydraulics, LLC, CC Truckers, LLC and Capital Towing, LLC owe no monies to the City.

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

3. Staff's Recommendation:

Approve Awarding Bid No. 2026-01, Outside Fleet Repair Service Rate of Off Warranty Units to Carrera Hydraulics, LLC of Monte Alto, Texas, CC Truckers, LLC of Edinburg, Texas and, Capital Towing, LLC of Edinburg, Texas based on types of services and unit prices.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Bid Recommendation
B. Notice to Bidders
C. Carrera Hydraulics LLC
D. CC Truckers LLC
E. Capital Towing LLC
F. Bidders List
G. Agreement

Primary	Alternate

Bid 2026-01 - Outside Fleet Repair Service Rate of Off Warranty Units

Opening Date: Tuesday, November 25, 2025

			Capital Towing LLC		Carrera Hydraulics LLC		CC Truckers LLC	
Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	Normal Hours (Before 5pm)	After Hours (After 5pm)	Normal Hours (Before 5pm)	After Hours (After 5pm)
1	Hydraulic Diagnostic / Troubleshoot	Per Hour	No Bid		$100.00	No Bid	$120.00	$150.00
3	Hydraulic Repair	Per Hour	No Bid		$100.00	No Bid	$120.00	$150.00
5	Diesel Engine Power Train (Diagnostic /	Per Hour	No Bid		$0.00		$120.00	$150.00
6	Diesel Engine Power Train (Repair)	Per Hour	No Bid		$0.00		$120.00	$150.00
7	Towing (Automated Refuse Trucks)	Each	$550.00	$650.00	$0.00		No Bid	No Bid
8	Parts Markup (%)	Percentage	No Bid		$0.00		20%	20%

REQUEST FOR BIDS

2026-01

OUTSIDE FLEET REPAIR SERVICE RATES FOR OFF WARRANTY UNITS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 5, 2025

DEADLINE FOR QUESTIONS: November 17, 2025

RESPONSE DEADLINE: November 25, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS
Outside Fleet Repair Service Rates for Off Warranty Units

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

Attachments:

A - Rules_for_Electronic_Bidding_ (5)

B - Attachment I

C - Agreement

1. Introduction

1.1. Summary

You are invited to submit a proposal for Outside Fleet Repair Service Rates for Off Warranty Units as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Background

The City is seeking competitive bids from mobile commercial fleet service providers to provide sanitation truck hydraulic system repair services onsite on an as needed basis. The City's ongoing objective is to improve the performance of its fleet – reduce cost and fleet downtime while improving fleet reliability and functionality – through enhanced fleet maintenance practices. The City desires to enter into an agreement that will provide the best value to the City, and that will form the basis of a partnership between the successful service provider, hereinafter "Contractor," and the City for the achievement of the City's long-term objectives.

The City currently operates over fifty (50) collection trucks

1.3. Contact Information

Project Contact:
Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Procurement Contact:
Lorena Fuentes
Finance Manager
415 W. University Drive
Edinburg, TX 78539
Email: lfuentes@cityofedinburg.com
Phone: (956) 388-8972

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	November 5, 2025
Question Submission Deadline	November 17, 2025, 3:00pm
Proposal Submission Deadline	November 25, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Outside Fleet Repair Service Rates for Off Warranty Units

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

3:00 pm, Tuesday, November 25, 2025.

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

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 25, 2025.

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

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2026-01" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

If you have any questions o require additional information regarding this bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov at the website listed above no later than 3:00 pm, Monday, November 17, 2025

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

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Outside Fleet Repair Service Rates for Off Warranty Units

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

SUBMITTAL OF "HARD COPY" BID

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Outside Fleet Repair Service Rates for Off Warranty Units as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

VALID BID TIME FRAME

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. General Scope of Services and Information

The work covered by this specification consists of furnishing all material, labor and equipment necessary in performing all operations necessary in connection with repair and maintenance of the City Fleet. The initial contract shall commence on the date the Agreement is executed by both parties, and shall continue thereafter through September 30, 2026.

CONTRACTOR RESPONSIBILITIES: The Contractor will be responsible for providing all the services described in the subsequent sections of this BID, and in accordance with the standards of performance outlined therein. In summary, the successful Bidder will be responsible to:

- Provide a fleet facility, services to the City's fleet. It is expected that the successful Bidder will use either City-owned or its own facility and staff to provide these services in a manner that (1) reduces overall fleet costs, (2) lowers overall fleet downtime, and (3) does not adversely affect the City's ability to provide a high level and quality of services to residents.
- Provide technical assistance and guidance to support the City's fleet management decisions regarding fleet size and composition, fleet policy formulation and capital investments in the fleet and fleet facilities; and
- Provide these services during all City-declared emergencies, as designated by the Solid Waste Director or his/her designee, such as inclement weather emergencies.

SCHEDULE OF FEES: The Proposer agrees the schedule of fees shall be the maximum amount the Proposer may charge for off warranty Vehicle and Equipment Troubleshoot and Repair Services as requested. Pricing shall include any and all shop supply fees. All parts shall be purchased in a manner that maximizes value while minimizing cost, by consideration of price, quality, and necessity, to achieve economical financial efficiency. The bill for services must be sent directly to City for payment. Invoice orders must detail vendor invoice number the time of the repair to include any troubleshooting and relevant cost along with the part number with cost to correlate to incoming vendor bills. The proposal price must include all disposal and environmental fees.

The proposal shall consist of what Proposer's work includes with a detail of all work and functions performed as listed (example; standard service includes up to 6 quarts of oil and disposal of used oil, oil filter, full safety check, including a tire check, check/filling of all fluids and if there are items found that need attention also a list of those items and time of work performed and its cost.)

SERVICE AVAILABILITY: The selected vendors shall commence performance of services under the terms of this proposal within thirty (30) calendar days of contract execution. The vendor will be mobile, providing hydraulic system and minor mobile truck maintenance and repair services, for our Department 24 hours a day 7 days a week. The service hours and days of vendor's should be specified in the Qualification Questionnaire attached to this proposal as Attachment I.

Set hours of operation will be established with the successful bidder. The Contractor must provide additional staffing as required to meet the performance standards of this contract (at no additional cost

to the City), to meet service needs during natural or manmade emergencies, and to meet the special service needs of the Department of Solid Waste Management.

SERVICE LEVEL: The selected Vendors are required to provide service according to the vehicle manufacturer's recommended service levels, after a PM Service is needed as per the repair.

The City historically has supported ASE certifications for mechanics. At a minimum contractor is to have mechanics ASE Master certified. Bidders must address this level of commitment or better in their Bid.

SPECIAL SERVICE: Priority and special service shall be given to expedite the repairs of the City Fleet. City Fleet at the shop for minor repairs will be given priority over all other vehicles, and the work on these vehicles/equipment must be completed as soon as possible, or within 24 hours if the nature of the work requires outside delivery of parts. Vendor will notify City Representative for any reasons of extended delay past 24 hours as soon as they arise. All City Vehicles/Equipment at the shop for other maintenance or repairs will also be given reasonable priority.

FEES FOR SERVICE: Interested vendors must submit the Attachment 1 - Qualification Questionnaire.

PARTS AND MATERIALS: All parts and materials required in the performance of this specification shall be charged on the basis of City pricing with agreed vendors as provided by the City with bills for parts sent directly to City. For any parts purchased where the City is billed, a copy of each invoice must be attached to the Vendor's repair bill for verification of the parts purchased for City vehicles. The City reserves the right, should it deem necessary, to inspect the vendors procedure, either prior to or after the contract has been awarded. The Vendor will be required to show the rate assessed on each and every invoice. In the cases where the Vendor has to pay directly for the material, labor rate or service performance rates are as agreed in provided fee outline and Vendor Submittal.

PERFORMANCE REQUIREMENTS: During the term of the agreement, the selected vendors shall be required to:

- Guarantee all work for one (1) year from the time the work is completed
- Maintain the same level of performance as stated in the proposal throughout the term of the agreement
- Maintain all vehicles per manufacturers suggested service intervals using only factory recommended parts and products.

TERMS OF PAYMENT: Upon award of the contract, the Vendor will immediately provide the City with a current W9 (if needed). No payment will be issued to Vendor without a W9. The Vendor will issue an invoice at the time of completion of service, but no later than a month from when the work has been completed. It is at the respective Department Head's sole discretion to determine that the work specified in the invoice has been performed according to the job specifications, at which time, the City shall pay such invoice within thirty (30) days of submittal to City, and respective authorization from department head. All invoices will require the Unit number, VIN number, department work order number and vehicle mileage on the invoice for payment to be processed as well as authorization from respective City department head upon receipt of invoice.

INSURANCE AND DOCUMENT REQUIREMENTS: At the award of the contract, the selected Vendors will be required to provide proof of the following prior to commencement of any work under this agreement:

- Proof that signatory on BID is at least a 50% owner of the business/Vendor submitting the proposal and is authorized to submit the proposal on behalf of the company.
- Other Coverages: Additional insurance coverages as may be reasonably required by the City.
- City Business License
- Automotive Repair Dealer License

Additionally, during the term of the agreement, the selected vendors will be required to maintain the insurance coverages as submitted on this BID.

5. Vendor Questionnaire

5.1. Required Forms

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

Please attach the insurance certificate

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

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

*Response required

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

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

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

☐ Yes
☐ No

*Response required

*5.1.11. Qualifications Questionnaire**

Please download the below documents, complete, and upload.

- Attachment_I_(1).docx

*Response required

6. Pricing Proposal

SCHEDULE OF FEES

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
1	Hydraulic Diagnostic / Troubleshoot	Per Hour			
3	Hydraulic Repair	Per Hour			
5	Diesel Engine Power Train (Diagnostic / Troubleshoot)	Per Hour			
6	Diesel Engine Power Train (Repair)	Per Hour			
7	Towing (Automated Refuse Trucks)	Each			
8	Parts Markup (%)	Percentage			

[CARRERA HYDRAULICS LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2026-01

Outside Fleet Repair Service Rates for Off Warranty Units

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Tuesday, December 2, 2025

Carrera hydraulics llc Response

CONTACT INFORMATION

Company:
Carrera hydraulics llc

Email:
carrerahydraulicsllc@gmail.com

Contact:
Jesus Carrera

Address:
8809 fm 2812
Monte alto, TX 78538

Phone:
N/A

Website:
N/A

Submission Date:
Nov 19, 2025 4:00 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

CARRERA_CERTIFICATE_OF_LIABILITY_INSURANCE.jpg

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

COMPANY_PROVIDING_PROPOSAL_GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLIC_OF_INTEREST_DISCLOSURE.pdf

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

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

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BIL_89.jpg

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.jpg

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

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

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT_OF_PRIME_BIDDER.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST_QUESTIONNAIRE.jpg

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

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

Yes

QUALIFICATIONS QUESTIONNAIRE*
Please download the below documents, complete, and upload.

- Attachment I (1).docx

attachment_1.pdf

PRICE TABLES

SCHEDULE OF FEES

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
1	Hydraulic Diagnostic / Troubleshoot	Per Hour	$100.00		
3	Hydraulic Repair	Per Hour	$100.00		

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
5	Diesel Engine Power Train (Diagnostic / Troubleshoot)	Per Hour	$0.00		
6	Diesel Engine Power Train (Repair)	Per Hour	$0.00		
7	Towing (Automated Refuse Trucks)	Each	$0.00		
8	Parts Markup (%)	Percentage	$0.00		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2025

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

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

PRODUCER
US INSURANCE SERVICES
3000 N. CLOSNER BLVD.
EDINBURG, TX 78541

CONTACT NAME: RAMONA VILLANUEVA / IRMA GARCIA
PHONE (A/C, No, Ext): (956) 381-6509 FAX (A/C, No): 1-855-874-4594
E-MAIL ADDRESS: mona@usinsureagency.com / irma@usinsureagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ATLANTIC CASUALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CARRERA HYDRAULICS LLC
8809 FM 2812
MONTE ALTO, TX 78538

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		Y	1670001807-0	12/20/2024	12/20/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
CARRERA HYDRAULICS LLC
8809 FM 2812
MONTE ALTO, TX 78538

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ramona Villanueva

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Carrera Hydraulic
(Full, correct legal name)

- Address: 8809 fm 2812 Monte Alto, Texas 78538
- Telephone/Fax: 956-684-2118
- Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓____

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓____ No____

4. Where is the Company's corporate headquarters located? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas? Yes✓____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 2 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 3

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
_____
_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Jesus Carrera
Address: 8809 fm 2812 Monte Alto, Texas 78538
Telephone: 956-684-2118
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11/19/2025

Company/Vendor Name: Carrera Hydraulics, LLC

Printed Name and Title: Jesus Carrera | Owner

Authorized Signatory: Jesus Carrera

HOUSE BILL 89 VERIFICATION

I, Jesus Carrera, the undersigned representative of Carrera Hydraulic LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

X Jesus Carrera

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Carrera

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jesus Carrera, the undersigned representative of Carrera Hydraulic LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

---

x Jesus Carrera

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Carrera

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jesus Carrera, the undersigned representative of Carrera Hydraulic LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

a) firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and
b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:

a) is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;
b) has two or more firearm entities as members; and
c) is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.

* Jesus Carrera

SIGNATURE OF COMPANY REPRESENTATIVE:

Jesus Carrera

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jesus Carrera, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Carrera Hydraulics LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Jesus Carrera

Title Owner

Subscribed and sworn to me this 14th day of November 2025.

By: Kimberly Dee Hernandez

Notary Public

KIMBERLY DEE HERNANDEZ
My Notary ID # 131947811
Expires March 26, 2027

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Carrera Hydraulics LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

X Jesus Carrera

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jesus Carrera	Jesus C	11/19/2025
Name of signatory	Signature	Date

Attachment I

Qualification Questionnaire

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the City to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

Facility Name: Carrera Hydraulics LLC

Shop's Physical Address: 8809 FM 2812 Monte Alto, TX 78538

Phone Number: 956-684-2118

Fax Number:

Email:

Website:

Weekday Operating Hours: Monday – Friday 8:00 A.M to 6:00 pm

Weekend Operating Hours: Saturday 8:00 to 12:00 pm

Holiday Operating Hours: Closed

Number of Employees: 3

Certifications:

Specialized Equipment: Hydraulics

Emergency Same-day Service(s): Hydraulic

Public Safety Vehicle Priority Services: Hydraulic

Location Security:

Vehicle Lift Capacity:

Authorized Signer's Name: Jesus Carrera

Authorized Signer's Signature: X Jesus Carrera

Date of Signature: 11/19/2025

Signer's Contract Phone Number: 956-684-2118

Signer's Email Address:

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

[CC TRUCKERS LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2026-01

Outside Fleet Repair Service Rates for Off Warranty Units

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Tuesday, December 2, 2025

CC TRUCKERS LLC Response

CONTACT INFORMATION

Company:
CC TRUCKERS LLC

Email:
admin@cctruckers.com

Contact:
CARLOS CANTU

Address:
6029 N EXPRESSWAY 281
EDINBURG, TX 78542

Phone:
(956) 287-4887

Website:
N/A

Submission Date:
Nov 25, 2025 10:04 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

city_-_coi.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(2).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(2).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_(2).pdf

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

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

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_(2).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_(2).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

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

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_(2).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

20251120_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

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

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

Yes

QUALIFICATIONS QUESTIONNAIRE*
Please download the below documents, complete, and upload.

- Attachment_I_(1).docx

1b42d351-24e0-4eb0-a662-ed69bef11fec_Attachment_I_(1).pdf

PRICE TABLES

SCHEDULE OF FEES

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
1	Hydraulic Diagnostic / Troubleshoot	Per Hour	$120.00	150	
3	Hydraulic Repair	Per Hour	$120.00	150	

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
5	Diesel Engine Power Train (Diagnostic / Troubleshoot)	Per Hour	$120.00	150	
6	Diesel Engine Power Train (Repair)	Per Hour	$120.00	150	
7	Towing (Automated Refuse Trucks)	Each	No Bid		X
8	Parts Markup (%)	Percentage	$20.00	20%	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

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

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

PRODUCER 210-764-4545 956-517-2426 ARGUELLO INSSURANCE GROUP 10845 TRAIN CT Houston, TX 77041	CONTACT NAME: JACOBO ARGUELLO PHONE (A/C, No, Ext): 210-764-4545 FAX (A/C, No): 956-517-2426 E-MAIL ADDRESS: jacobo@aigroups.com
INSURED 9566488182 CC Truckers LLC 6029 N Expressway 281 Edinburg, TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MESA UNDERWRITERS INSURER B: PROGRESSIVE INSURER C: STARSTONE NATIONAL INSURANCE COMPANY INSURER D: TEXAS MUTUAL INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ Garage Keepers Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☑		MP004204000219	03/09/2025	03/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☑ SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	☑		03677351	03/09/2025	03/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	☑ UMBRELLA LIAB ☑ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $	☑		71188s230ALI	03/09/2025	03/09/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002034061	6/28/2025	06/28/2026	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Edinburg is listed as additional insured

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jacobo I. Arguello

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
ARGUELLO INSSURANCE GROUP	CC Truckers LLC 6029 N Expressway 281
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CC TRUCKERS LLC
(Full, correct legal name)

- Address: 6029 N EXPRESSWAY 281 EDINBURG, TX 78542
- Telephone/Fax: 956-287-4887
- Email address: ADMIN@CCTRUCKERS.COM

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__X__

3. Is your Company authorized and/or licensed to do business in Texas? Yes__X__ No____

4. Where is the Company's corporate headquarters located? EDINBURG, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes__X__ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? __18__ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. __30__

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No__X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: ROSA MARTINEZ
Address: 6029 N EXPRESSWAY 281 EDINBURG, TX 78542
Telephone: 956-287-4887
Fax: _____
Email: ADMIN@CCTRUCKERS.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 11/18/25

Company/Vendor Name: CC TRUCKERS LLC

Printed Name and Title: CARLOS CANTU (OWNER)

Authorized Signatory: _____

HOUSE BILL 89 VERIFICATION

I, CARLOS CANTU, the undersigned representative of

CC TRUCKERS LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

CARLOS CANTU (OWNER)

TYPE/PRINT NAME AND TITLE:

11/18/25

DATE:

SENATE BILL 13 VERIFICATION

I, CARLOS CANTU, the undersigned representative of

CC TRUCKERS LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

CARLOS CANTU (OWNER)

TYPE/PRINT NAME AND TITLE:

11/18/25

DATE:

SENATE BILL 19 VERIFICATION

I, CARLOS CANTU, the undersigned representative of

CC TRUCKERS LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

CARLOS CANTU (OWNER)

TYPE/PRINT NAME AND TITLE:

11/18/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Carlos Cantu, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of CC Truckers LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Managing Member

Subscribed and sworn to me this 19th day of November 2025.

By: Adam Puente

Notary Public

ADAM PUENTE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/12/26
NOTARY ID 13401394-9

My commission expires 10/12/2026

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

CARLOS CANTU

Name of signatory

Signature

11/18/25

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment I

Qualification Questionnaire

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the City to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

Facility Name: CC TRUCKERS LLC

Shop's Physical Address: 6029 N EXPRESSWAY 281 EDINBURG, TX 78542

Phone Number: 956-287-4887

Fax Number:

Email: ADMIN@CCTRUCKERS.COM

Website: CCTRUCKERS.COM

Weekday Operating Hours: 8:00AM – 6:00PM

Weekend Operating Hours: SATURDAY 8:00AM – 1:00PM SUNDAY CLOSED

Holiday Operating Hours: THANKSGIVING, CHRISTMAS & NEW YEARS OFF

Number of Employees: 30

Certifications:

TDLR LICENSE

Specialized Equipment:

ALIGNMENT MACHINES, TIRE BALANCE MACHINE, VACUUM & CHARGE A/C MACHINE,

Emergency Same-day Service(s):

Public Safety Vehicle Priority Services:

Location Security:

Vehicle Lift Capacity:

Authorized Signer's Name: CARLOS CANTU

Authorized Signer's Signature:

Date of Signature: 11/18/2025

Signer's Contract Phone Number: 956-624-2111

Signer's Email Address: ADMIN@CCTRUCKERS.COM

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

[CAPITAL TOWING LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2026-01

Outside Fleet Repair Service Rates for Off Warranty Units

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Tuesday, December 2, 2025

Capital Towing LLC Response

CONTACT INFORMATION

Company:
Capital Towing LLC

Email:
capitalrgv@gmail.com

Contact:
Nicole Ortiz

Address:
10415 N Expressway 281
Edinburg, TX 78542

Phone:
(956) 900-1922

Website:
www.capitaltowingrgv.com

Submission Date:
Nov 25, 2025 12:58 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Capital_Towing_2025_COI.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire_.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_.pdf

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

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

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

- SENATE_BILL_13_VERIFICATION...

Sentate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

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

- SENATE_BILL_19_VERIFICATION...

Sentate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Questionnaire_CIQ.pdf

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

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

Yes

QUALIFICATIONS QUESTIONNAIRE*
Please download the below documents, complete, and upload.

- Attachment I (1).docx

Qualifications_Questionnaire.pdf

PRICE TABLES

SCHEDULE OF FEES

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
1	Hydraulic Diagnostic / Troubleshoot	Per Hour	No Bid		X
3	Hydraulic Repair	Per Hour	No Bid		X

Line Item	Description	Unit of Measure	Normal Hours (Before 5pm)	After Hours (After 5pm)	No Bid
5	Diesel Engine Power Train (Diagnostic / Troubleshoot)	Per Hour	No Bid		X
6	Diesel Engine Power Train (Repair)	Per Hour	No Bid		X
7	Towing (Automated Refuse Trucks)	Each	$550.00	650.00	
8	Parts Markup (%)	Percentage	No Bid		X

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/25

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
M & G INSURANCE
24022 La Tapiceria
San Antonio, TX 78261

CONTACT NAME: MARK WINTERSOLE
PHONE (A/C, No, Ext): (210) 495-0074 FAX (A/C, No): (210) 495-0178
E-MAIL ADDRESS: mandginsurance@att.net

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : AmGUARD INSURANCE COMPANY	42390
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL TOWING, LLC &
CAPITAL CITY TOWING, LLC
901 S. WILLIAMS RD
SAN BENITO, TX 78586
956 900 1922

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			K2GP632855	03/01/25	03/01/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			K2GP632855	03/01/25	03/01/26	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	ON HOOK CARGO			K2GP632855	03/01/25	03/01/26	$150,000	
A	GARAGEKEEPER'S			K2GP632855	03/01/25	03/01/26	$150,000 PER	LOCATION

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

CERTIFICATE HOLDER

ISSUED BLANK TO NAMED INSURED TO SERVE AS PROOF OF INSURANCE.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Capital Towing LLC
(Full, correct legal name)

- Address: 10415 N Exp. 281 Edinburg, TX 78542
- Telephone/Fax: 956-900-1988
- Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas? Yes✓ No____

4. Where is the Company's corporate headquarters located? 901 S. Williams Rd. San Benito, TX 78586

5. a. Does the Company have an office located in Edinburg, Texas? Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 3 (years) 2 (months)

c. State the number of full-time employees at the Edinburg office. 2

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Nicole Ortiz
Address: 901 S. Williams Rd San Benito, TX 78586
Telephone: 956-900-1988
Fax: N/A
Email: CapitalRAV@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11/20/2025

Company/Vendor Name: Capital Towing LLC

Printed Name and Title: Nicole Ortiz AM

Authorized Signatory: _____

HOUSE BILL 89 VERIFICATION

I, Nicole Diaz, the undersigned representative of Capital Towing LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. **Does not boycott Israel currently; and**

2. **Will not boycott Israel during the term of the contract.**

3) **Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at** https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Nicole Diaz AM

TYPE/PRINT NAME AND TITLE:

11/20/2025.

DATE:

SENATE BILL 13 VERIFICATION

I, Nicole ortiz, the undersigned representative of Capital Towing, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Nicole ortiz AM

TYPE/PRINT NAME AND TITLE:

11/20/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Nicole Ortiz, the undersigned representative of Capital Towing, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

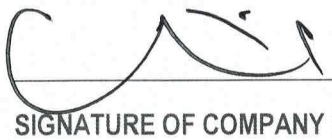
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Nicole ortiz AM

TYPE/PRINT NAME AND TITLE:

11/20/2025

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Nicole Ortiz, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Capital Tuning (Company) the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this 25th day of November 2025.

By: Kassandra Lynn Mata

Notary Public

KASSANDRA LYNN MATA
Notary Public
State of Texas
ID # 13517423-7
My Comm. Expires 11-18-2028

My commission expires 11.18.28

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

none

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

none

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 N/A ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Nicole Cruz — Name of signatory

Signature

11/20/2025 — Date

Attachment I

Qualification Questionnaire

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the City to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

Facility Name: Capital Towing LLC
Shop's Physical Address: 10415 N. Etd. 281, Edinburg, TX 78542
Phone Number: 956-900-1982
Fax Number: n/A
Email: CapitalRAV@gmail.com
Website: www.capitaltowingRAV.com
Weekday Operating Hours: 24/7
Weekend Operating Hours: 24/7
Holiday Operating Hours: 24/7
Number of Employees: 20
Certifications: TDLR,

Specialized Equipment: 60 TON Rotator Tow Truck, RAM trailer, skid steer, landoll trailer, Fork lift, Sotco Tow truck (250 TON Tow Truck, 40 TON Flatbed, 4x4 w/ccc

Emergency Same-day Service(s): Yes
Towing + Recovery

Public Safety Vehicle Priority Services: Towing + Recovery

Location Security: Edinburg, TX 78539
Vehicle Lift Capacity: 20,000 lbs
Authorized Signer's Name: Nicole Cruz
Authorized Signer's Signature:
Date of Signature: 11/20/25
Signer's Contract Phone Number: 956-900-1972
Signer's Email Address: CapitalRAV@gmail.com

Bidders List

Email
admin@cctruckers.com
capitalrgv@gmail.com
carrerahydraulicsllc@gmail.com
llambert@constructionbidsource.com
bids+opengov@davidfine.dev
skugler2@ford.com
leonorstaxsrvs@gmail.com
mtzequipmentservices01@gmail.com
martin.larinas@gmail.com
nastassia.barkouskaya@revstarconsulting.com
sourcemanagement@deltek.com
molinick@texaspackandload.com
visualbidalerts@gmail.com
wellnesscenter22@gmail.com
yenvironmentalserv@yahoo.com

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR OUTSIDE FLEET REPAIR SERVICE RATE OF OFF WARRANTY UNITS

The City of Edinburg (hereinafter called "City"), VENDOR, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request for Bid # 2026-__ specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

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

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2026-__ and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2026-__, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

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

SECTION III
RESPONSIBILITIES OF CITY

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

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

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

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

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

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

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

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

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

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

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

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

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2026. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one-year terms upon approval from the City at agreed upon rates. If approved by City, City shall provide vendor 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 Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

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

D. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Vendor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

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

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

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

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees for the Services rendered. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall

apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XI
AGREEMENT CONSTRUCTION

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

SECTION XII
NO PENDING LITIGATION

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

SECTION XIII
SEVERABILITY

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

SECTION XIV
NOTICE

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

(a) Notices to the City:

City of Edinburg

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

With a copy to:

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

(b) Notices to Vendor:

VENDOR
ADDRESS
Attn.:

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

SECTION XV
NON-APPROPRIATIONS

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

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

SECTION XVI
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically, but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling.

SECTION XVIII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

VENDOR

BY:_____
Name
Address
Phone:
Email:

Attachment:
Exhibit "A" - Response
Exhibit "B" - Insurance

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
AWARDING OF BIDS
Agenda Item No: 8.B.
Freddy Gonzalez Hike and Bike Trail

1. **Agenda Item:**
Consider Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Manager]

2. **Description:**
The Freddy Gonzalez Hike and Bike Trail Project is a trail that will be constructed on the south right of way of Freddy Gonzalez Drive. The proposed project is 1.9 mile Hike and Bike Trail along W Freddy Gonzalez Drive. This is a 10-foot wide concrete facility stretching from South Closner Boulevard to Edinburg Municipal Park connecting five parks and four schools.

This grant project was awarded through the FY 2021-2022 Transportation Alternatives Set-Aside (TASA) Grant Program. The grant application was submitted to the Rio Grande Valley Metropolitan Planning Organization in July 2021. Award notification was received in October 2021 and the Advance Funding Agreement (AFA) was executed in July 2022.

On July 25, 2025, bids were rejected the first time the project was advertised, as they were deemed non-responsive. The project was then re-bid.

On September 25, 2025, bids were opened for Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail. A total of 10 bids were received and opened. Upon thorough review of all submissions, it was determined that two of the bids complied with the terms and conditions of the bid solicitation. As such, and in accordance with Texas Department of Transportation requirements, the bids received by Artillery, LLC and GO Underground, LLC were deemed responsive. TxDOT concurrence has been received for the award of the project.

The total grant project amount of $1,092,099 consists of federal funding in the amount of $699,996.00, state funding in the amount of $210,449.00, and the city's local match in the amount of $181,654.00. The federal and state funding is available through the FY 2021–2022 TASA Grant Program. There is a cost overrun, which consists of any amount over the grant award, in the amount of $43,114.00. The City's match and cost overrun will be funded through the Capital Projects Fund to cover both direct and indirect project costs. The total project amount, including the cost overrun, is $1,135,213.00.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2025-15, CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail to Artillery Construction, LLC in the Amount of $1,135,213.00 and Authorize the City Manager to Enter Into an Agreement Related Thereto

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Final Approval - 12/26/2025	Mardoqueo Hinojosa, City Engineer

Attachments:

A. CSJ 0921-02-497_Freddy Gonzalez HB Trail_Letter to Award
B. Exe'd AFA_0921-02-497_Freddy Gonzalez Trail_7.14.2022
C. Letter of Recommendation to TxDOT with Bid Analysis

Docusign Envelope ID: 068E1E50-95CE-4719-8783-07BAE03367B8

600 W. Interstate 2, Pharr, Texas 78577
956.702.6100
txdot.gov

December 23, 2025

Honorable Omar Ochoa
Mayor
415 W. University Dr.
City of Edinburg, Texas 78539

RE: Freddy Gonzalez H&B Trail Project
Letter to Award
CSJ# 0921-02-497 / City of Edinburg

Dear Mayor Ochoa:

We have completed our review of the bid package and analysis that was included with the City of Edinburg letter dated December 16, 2025, and we do concur with awarding the contract to Artillery, LLC with their low bid amount of $1,135,213.00. The City may now award the contract and move forward with construction operations.

Freddy Briseno, P.E, out of the Pharr Area Office, will serve as our construction project manager and your point of contact from this point forward. Please work directly with him to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. Freddy can be contacted at (956)-638-9863 or freddy.brisenoserrano@txdot.gov. In addition, and as a reminder, the local government construction procedures that the City of Edinburg will need to follow can be found at http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html.

If you have any questions, feel free to call me or our Design Support Supervisor, Agustin Ramirez, P.E. at (956) 702-6304.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EA8A335C2DAA48D...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc:
Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Dora E. Robles, P.E., District Advance Transportation Planning Director
Jesus Noriega, P.E., Pharr Area Engineer
Arleene Garcia, P.E., Pharr Assistant Area Engineer
Agustin Ramirez, P.E., Design Support Supervisor
Eduardo Saenz, P.E., TxDOT Project Manager
Mardoqueo Hinojosa, P.E., City of Edinburg, City Engineer
Michael Medina, PTP, Executive Director, RGVMPO
Freddy Briseno, Pharr Area Office Construction Manager

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-497				CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00002391		CFDA Title	Highway Planning and Construction
Code Chart 64 #	12950					
Project Name	Freddy Gonzalez Hike and Bike Trail				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Edinburg (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Freddy Gonzalez Hike and Bike Trail (Project), and

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-497				CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00002391		CFDA Title	Highway Planning and Construction
Code Chart 64 #	12950					
Project Name	Freddy Gonzalez Hike and Bike Trail				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116073 (MO) dated September 29, 2021 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **06/21/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of the preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of a 10-foot wide, concrete shared use path (SUP) approximately 1.9 miles in length along Freddy Gonzalez Drive, from Freddy Gonzalez Drive/Closner Blvd. to the Municipal Park on Raul Longoria Road. The proposed SUP is known as the Freddy Gonzalez Hike & Bike Trail. A location map is shown in Attachment A.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with

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access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

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3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

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A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for

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review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

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for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

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Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and

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operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Edinburg ATTN: City Manager 415 W. University Dr. Edinburg, Texas 78541	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 West IH 2
Pharr, Texas 78577

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo
Local Government: City of Edinburg
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Highway or Roadway: Freddy Gonzalez Dr.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise (“**DBE**”) Program requirements established in 49 CFR Part 26.
B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

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an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by: Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

7/14/2022
Date

THE LOCAL GOVERNMENT

DocuSigned by: Myra Ayala
740A102D00D840A...
Signature

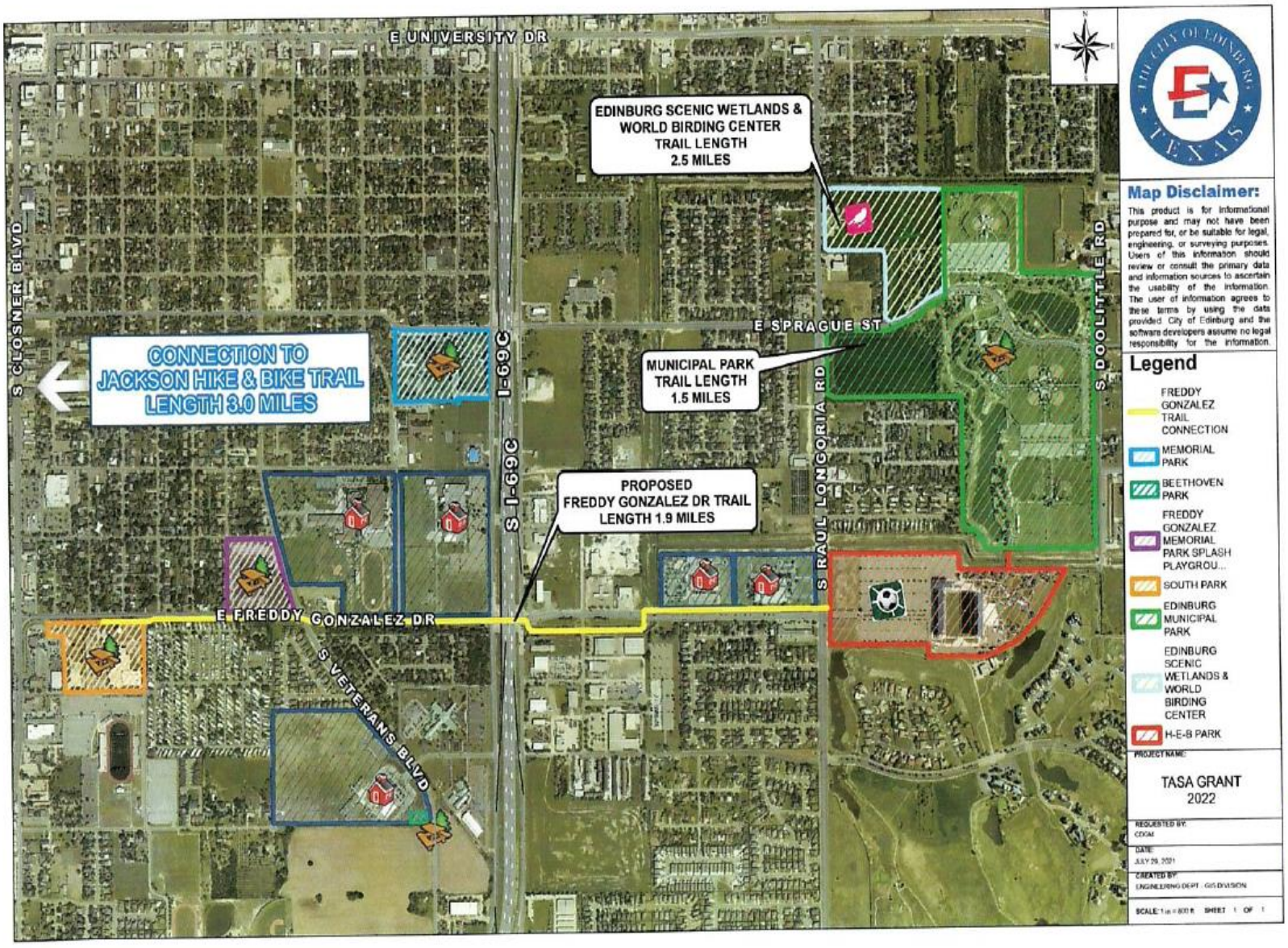
Myra L. Ayala
Typed or Printed Name

City Manager
Typed or Printed Title

7/13/2022
Date

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ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0921-02-497	Project Name:	Freddy Gonzalez Hike and Bike Trail	AFA ID:	Z00002391

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering (100% Local)	$95,399	0%	$0	0%	$0	100%	$95,399
Environmental Cost (100% Local)	$7,495	0%	$0	0%	$0	100%	$7,495
Construction (Cat. 9)	$874,995	80%	$699,996	18.6%	$162,749	1.4%	$12,250
Construction (local)	$9,955	0%	$0	0%	$0	100%	$9,955
Construction Engineering (Local)	$12,150	0%	$0	0%	$0	100%	$12,150
Work by LG Subtotal	**$999,994**		**$699,996**		**$162,749**		**$137,249**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction Cost[2] $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

CSJ #	0921-02-497	Project Name:	Freddy Gonzalez Hike and Bike Trail	AFA ID:	Z00002391

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$8,746	0%	$0	0%	$0	100%	$8,746
Environmental Cost[1]	$6,997	0%	$0	0%	$0	100%	$6,997
Right of Way[1]	$875	0%	$0	0%	$0	100%	$875
Utilities[1]	$875	0%	$0	0%	$0	100%	$875
Construction[2]	$ 26,913	0%	$0	0%	$0	100%	$ 26,913
Direct State Costs Subtotal	$44,405	0%	$0	0%	$0	100%	$44,405
Indirect State Cost	$47,700		$0	100%	$47,700		$0
TOTAL PARTICIPATION	$1,092,099		$699,996		$210,449		$181,654

- The estimated total participation by Local Government is $181,654, plus 100% of overruns.
- Total estimated payment by Local Government to State is $44,405.
- [1]Local Government's first payment of $17,493 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $26,913 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $699,996.

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ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2512

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

WHEREAS, on September 29, 2021, via Minute Order 116073, the Texas Transportation Commission authorized the Freddy Gonzalez Hike and Bike Trail project (the "Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of Edinburg commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the City of Edinburg is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Edinburg desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG THAT the City Manager is authorized to enter into an Advance Funding Agreement with TxDOT for this Project.

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 Code Annotated, Government Code § 551.041, on this the 21st day of June 2022.

CITY OF EDINBURG, TEXAS

By: _____
Myra L. Ayala, City Manager

ATTESTED

By: _____
Clarice Y. Baldera, City Secretary

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

BY: _____
City Attorney

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December 16, 2025

Eduardo Saenz, Project Manager
Texas Department of Transportation – Pharr District
600 W. Interstate 2
Pharr, Tx 78577

RE: CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail (Re-Bid)
SUBJECT: Advertisement, Letting, Bid Analysis and Recommendation for Award

Dear Mr. Saenz,

The City of Edinburg has let the above reference project and is now requesting authorization to award the project. A summary of events and results is outlined below and is followed by the City's formal request for award.

The City advertised on August 27, 2025 and on September 3, 2025 in the McAllen Monitor and posted on the public City of Edinburg Purchasing website in the Bid Opportunities section beginning on August 27, 2025 continuously until the bid opening date of September 25, 2025. The finance department also sent an email to perspective bidders.

A non-mandatory pre-bid meeting was held on Friday, September 12, 2025 at City of Edinburg City Hall and via a Zoom meeting. The deadline for questions was on Tuesday September 16, 2025. Bids were opened on Thursday September 25, 2025 and read aloud in person at the City of Edinburg City Hall Community Room and the via Zoom meeting. The City received ten (10) bids:

Bidder	Contractor
#1	Construx Enterprises LLC
#2	Artillery LLC
#3	Celso Gonzalez Construction, Inc.
#4	Gonzalez Engineering & Management LLC
#5	GO UNDERGROUND, LLC
#6	2GS
#7	Anahuac Infrastructure, LLC
#8	AZ Rebar Construction, Inc.
#9	NM Contracting, LLC
#10	Bon Buescher

Two of the bids were deemed responsive. Those bids are:

Bidder	Contractor	Bid Amount (read at Bid Opening)
Lowest Bidder	Artillery LLC	$1,135,213.00
#2	GO UNDERGROUND, LLC	$1,398,771.14
	Engineer's Estimate	***$1,706,481.21***

The lowest responsive bidder is Artillery, LLC. They provided all the required documentation and were properly vetted meeting the necessary requirements.

The Unbalanced Bid Analysis was conducted and the table is below with the percentage that are greater than 50% and less than -75% are highlighted. The items identified are mostly under 1% of the Engineer's Total Contract Cost and the City determined it would be of minor affect to the cost of the project and recommend to move forward with those unit costs.

One item of concern was Line Item 1 Right of Way Preparation. There is a significant unit cost difference of -93%. In the analysis the City found that the Engineer's estimate was significantly high and the contractor's bid amount is closer to the next two lowest qualifying bids. The City recommends moving forward with the contractor's unit cost amount on this line item:

			Artillery LLC	GO Underground, LLC	Engineer's Cost Estimate
Line Item	**Bid Code**	**Description**	**Unit Cost**	**Unit Cost**	**Unit Cost**
1	100 7002	PREP ROW	$250	$704.99	$3500

Another set of items of concern are the Line Items below. There are significant unit cost differences. In the analysis the City found that the Engineer's estimate was significantly higher. City staff compared the Unit Costs to the recently bid and the prices were comparable. The City recommends moving forward with the contractor's unit cost amount on these line items.

			Artillery LLC	GO Underground, LLC	Engineer's Cost Estimate
Line Item	**Bid Code**	**Description**	**Unit Cost**	**Unit Cost**	**Unit Cost**
5	110 7003	EXCAV (SPECIAL)	$20.00	$12.00	$5.00
7	160 7002	FURN & PLACE TOPSOIL (4")	$500.00	$200.00	$11.43
8	164 7021	HYDRO MULCH SEED (TEMP WARM)	$1.50	$0.59	$0.40
9	305 7003	SALV, HAUL & STKPL RCL APH PV (2" TO 4")	$30.00	$28.00	$2.00
16	529 7008	CONC CURB & GUTTER	$30.00	$22.00	$15.00

As such, the City of Edinburg is requesting TxDOT's concurrence to formally award the construction contract to Artillery, LLC. Their total contract bid came in 33% lower than the City of Edinburg's Engineer's Estimate.

Should there be any questions or comments, please feel free to contact me or Christopher Hinojosa, PE at (956) 388-8211.

Thank you,

Digitally signed by Mardoqueo Hinojosa
Date: 2025.12.16 11:40:21-06'00'

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

ENGINEER'S ESTIMATE AND BID ANALYSIS

Engineer's Cost Estimate

ITEM	CODE	DESCRIPTION	UNIT	QTY	AVG BID PRICE/ UNIT COST	COST
100	7002	PREP ROW	STA	81.97	$ 3,500.00	$ 286,895.00
104	7011	REMOV CONC (DRIVEWAYS)	SY	153.00	$ 25.00	$ 3,825.00
104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	1013.00	$ 38.78	$ 39,284.14
104	7016	REMOV CONC (CURB)	LF	677.00	$ 15.00	$ 10,155.00
110	7003	EXCAV (SPECIAL)	CY	697.01	$ 5.00	$ 3,485.05
		excess to haul	CY	467.75		
132	6001	EMBANK (FNL)(OC)(TY A)	CY	229.26	$ 35.00	$ 8,024.10
160	7002	FURN & PLACE TOPSOIL (4")	STA	80.67	$ 11.43	$ 922.06
164	7021	HYDRO MULCH SEED (TEMP WARM)	SY	8594.00	$ 0.40	$ 3,437.60
305	7003	SALV, HAUL & STKPL RCL APH PV (2" TO 4")	SY	437.00	$ 2.00	$ 874.00
500	7001	MOBILIZATION	LS	1.00		$ 155,134.66
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8.00	$ 8,500.00	$ 68,000.00
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	8070.00	$ 4.25	$ 34,297.50
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	8070.00	$ 1.00	$ 8,070.00
506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1122.00	$ 6.95	$ 7,797.90
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	1122.00	$ 1.25	$ 1,402.50
506	7008	CONC CURB & GUTTER	LF	425.00	$ 15.00	$ 6,375.00
530	7006	DRIVEWAYS (CONC)	SY	239.00	$ 118.45	$ 28,309.55
531	7001	CONC HIKE & BIKE (10') SW (4")	SY	8967.00	$ 85.00	$ 762,195.00
		*2" Sand Base	SY	8967.00		
531	7005	CURB RAMPS (TY 1)	EA	3.00	$ 2,500.00	$ 7,500.00
531	7008	CURB RAMPS (TY 5)	EA	3.00	$ 2,500.00	$ 7,500.00
531	7010	CURB RAMPS (TY 7)	EA	23.00	$ 2,500.00	$ 57,500.00
531	7013	CURB RAMPS (TY 21)	EA	1.00	$ 2,500.00	$ 2,500.00
550	7001	CHAIN LINK FENCE (INSTALL) 6'	EA	570.00	$ 32.00	$ 18,240.00
550	7007	CHAIN LINK FENCE (REMOVE) 6'	EA	570.00	$ 13.50	$ 7,695.00
644	7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	EA	18.00	$ 723.35	$ 13,020.30
	D11-1	BIKE ROUTE	EA	1.00		
	M4-146	BEGIN	EA	1.00		
	R1-1	STOP	EA	17.00		
	R5-3	NO MOTOR VEHICLES	EA	17.00		
	W1-2L	CURVE LEFT	EA	2.00		
644	7073	REMOVE SM RD SN SUP&AM	EA	9.00	$ 93.39	$ 840.51
666	7009	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	LF	110.00	$ 1.95	$ 214.50
666	7042	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	EA	6.00	$ 260.00	$ 1,560.00
666	7408	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	LF	1300.00	$ 0.79	$ 1,027.00
666	7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	LF	1300.00	$ 0.84	$ 1,092.00
666	7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	LF	8569.00	$ 1.63	$ 13,967.47
677	7002	ELIM EXT PM & RKS (6")	LF	2105.00	$ 2.00	$ 4,210.00
677	7008	ELIM EXT PM & RKS (24")	LF	35.00	$ 7.58	$ 265.30
666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1209.00	$ 6.80	$ 8,221.20
752	7006	TREE REMOVAL (12" - 18" DIA)	EA	12.00	$ 137.50	$ 1,650.00
5005	7001	REMOVABLE BOLLARD	EA	20.00	$ 1,700.00	$ 34,000.00
416	7004	DRILL SHAFT (24 IN)	LF	18.00	$ 220.00	$ 3,960.00
416	7006	DRILL SHAFT (36 IN)	LF	28.00	$ 265.00	$ 7,420.00

618	7054	CONDT (PVC) (SCH 80) (2")	LF	91.00	$ 18.25	$ 1,660.75
618	7064	CONDT (PVC) (SCH 80) (4")	LF	25.00	$ 28.27	$ 706.75
618	7065	CONDT (PVC) (SCH 80) (4") (BORE)	LF	22.00	$ 36.00	$ 792.00
620	7009	ELEC CONDR (NO.6) BARE	LF	409.00	$ 2.15	$ 879.35
620	7010	ELEC CONDR (NO.6) INSULATED	LF	73.00	$ 2.69	$ 196.37
621	7006	TRAY CABLE (4 CONDR) (12 AWG)	LF	275.00	$ 2.46	$ 676.50
624	7005	GROUND BOX TY C (162911)	EA	1.00	$ 1,500.00	$ 1,500.00
624	7006	GROUND BOX TY C (162911)w/APRON	EA	4.00	$ 1,500.00	$ 6,000.00
628	7329	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	EA	1.00	$ 4,500.00	$ 4,500.00
680	7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	$ 11,539.00	$ 11,539.00
		*CONTROLLER W/CABINET	EA	1.00		$ -
		*GROUND ROD	EA	5.00		$ -
		*LUMINAIRE ON TRAFFIC SIGNAL POLE	EA	2.00		$ -
682	7001	VEH SIG SEC (12")LED(GRN)	EA	4.00	$ 360.00	$ 1,440.00
682	7003	VEH SIG SEC (12")LED(YEL)	EA	4.00	$ 360.00	$ 1,440.00
682	7005	VEH SIG SEC (12")LED(RED)	EA	4.00	$ 360.00	$ 1,440.00
682	7018	PED SIG SEC(LED)(COUNTDOWN)	EA	3.00	$ 909.16	$ 2,727.48
682	7039	BACKPLATE W/REF BRDR(3 SEC)ALUM	EA	4.00	$ 214.11	$ 856.44
684	7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	198.00	$ 1.85	$ 366.30
684	7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	916.00	$ 3.14	$ 2,876.24
684	7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LF	35.00	$ 1.36	$ 47.60
684	7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	35.00	$ 3.00	$ 105.00
686	7020	INS TRF SIG PL AM (S)STR(TY D)LUM	EA	2.00	$ 12,775.37	$ 25,550.74
687	7001	PED POLE ASSEMBLY	EA	3.00	$ 1,270.31	$ 3,810.93
687	7005	REMOVE PED POLE ASSEMBLY	EA	1.00	$ 1,670.00	$ 1,670.00
688	7001	PED DETECT (APS)	EA	2.00	$ 996.00	$ 1,992.00
688	7004	VEH LP DETECT (SAWCUT)	LF	528.00	$ 17.00	$ 8,976.00
688	7001	PED DETECTOR CONTROLER UNIT	EA	1.00	$ 3,864.43	$ 3,864.43
		***Materials Subsidiary to Pertinent Items				
		Totals			**$**	**1,706,481.21**

Advertisement

INVITATION TO BID

BID #2025-15 CSJ 0921-02-497 FREDDY GONZALEZ HIKE AND BIKE TRAIL (RE-BID)

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Meeting ID: 846 3762 9143
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Meeting ID: 832 7805 3204
Passcode: 064922

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT). All federal requirements will apply to the contract, including the need for a **DBE goal and TxDOT prequalification's.**

Bidders on the work will be required to comply with all applicable federal requirements noted in FHWA Form 1273, including but not limited to, Civil Rights and Non-Discrimination, Equal Employment Opportunity, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, Davis-Bacon and Related Acts, Copeland 'Anti-Kickback" Act, Contract and Work Hours and Safety Standards Act, all applicable regulations found at 2 CFR Part 200, and the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Using steel or iron materials manufactured in the United State except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. ***The Texas Department of Transportation complies with predetermined wage rates provided by the Secretary of Labor and State Statue listed in the United States Department of Labor's (USDOL) General Decisions, which are minimum wage rates to be paid accordingly for each specified work classification. The applicable wage rate for this project is effective 01-03-2025 and may be found in the project specifications manual.***

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"The City of Edinburg is an Equal Employment Opportunity Employer"

Bidders are advised that the proposal documents can be downloaded from OpenGov web page address: https://procurement.opengov.com/portal/cityofedinburg , or may contact the office of: LORENA FUENTES, PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78539 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

101 Legal Notices

MCALLEN POLICE DEPARTMENT WRECKED AND/OR ABANDONDED VEHICLE AUCTION

DATE: SEPTEMBER 18, 2025 TIME: 9:30 AM

ALL BIDS WILL BE IN U.S. CURRENCY

The September Auto Auction will be held via tele-conference phone call. Please contact 956-681-2140 for details.

AMERICAN TOWING & RECOVERY				1518 MID-CITIES DR. PHARR, TX 78577 (956) 782-5239				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
1	2007	DODGE	RWS3980	TX	CARAVAN	GREEN	2D4GP44L37R344706	$2,212.25
2	2004	CHEVROLET	N/A	MX	MALIBU	WHITE	1G1ZU64824F194315	$1,869.50
3	2009	TOYOTA	MCT8395	TX	CAMRY	GRAY	4T1BE46K49U913159	$1,618.15
4	2010	DODGE	GSY4131	TX	CARAVAN	BLUE	2D4RN4DE2AR440432	$1,549.60
SOUTH TEXAS TOWING & RECOVERY				1515 MID-CITIES DR. PHARR, TX 78577 (956) 782-5239				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
5	2012	JEEP	TBN1564	TX	LIBERTY	GRAY	1C4PJLAK9CW159601	$1,973.43
6	2002	VOLKSWAGEN	KRW1073	TX	GTI	GRAY	9BWDE61J924033075	$2,288.88
7	2001	DODGE	75955X6	TX	RAM 1500	GRAY	3B7HC13Y11G241614	$1,363.56
BR[illegible]				[illegible]				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
8	2005	LINCOLN	SCR5874	TX	TOWN CAR	BLACK	1LNHM82W75Y656708	$1,805.19
SALAZAR WRECKER SERVICE				3905 W. HWY 83. MCALLEN, TX 78501 (956)821-0407				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
9	2019	CHEVROLET	WFR8564	TX	CAMARO	GREEN	1G1FB1RX2K0153131	$2,557.85
VIC'S WRECKER SERVICE				610 E EXP 83. PHARR, TX 78577 (956)787-3561				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
10	2020	FORD	N/A	TX	FUSION	N/A	3FA6P0G70LR187890	$1,000.00
11	2008	FORD	N/A	TX	EDGE	WHITE	2FMDK39CX8BB27614	$1,000.00
EL RANCHO TOWING & RECOVERY				11521 N. 10TH ST MCALLEN, TX 78504 (956)664-0611				
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	BID
12	2000	JEEP	FRL5217	TX	GRAND CHEROKEE	WHITE	1J4G248S3YC155636	$1,850.00

The person who is bidding should know what type and condition of vehicle(s) they are bidding on. The person who bids on the item and has the highest bid will buy the item. Cash payment is expected upon winning the bid. At no time will there be an extension for the person to present payment. No refunds. ALL VEHICLES ARE SOLD AS IS, WITHOUT GUARANTEES; NO WARRANTIES, EXPRESSED OR IMPLIED. VEHICLES WITH MEXICAN REGISTRATION MAY REQUIRE EXTENSIVE MODIFICATION BEFORE BEING LICENSED BY THE STATE OF TEXAS. THE CITY OF MCALLEN IS RELYING ON INFORMATION FURNISHED BY THE TEXAS DEPARTMENT OF MOTOR VEHICLES AS TO VEHICLE OWNERSHIP, MODEL, YEAR, AND MAKES NO WARRANTY AS TO THE CORRECTNESS OF SUCH INFORMATION. ***Please call the tow service companies for viewing times. Note: Vehicles are subject to be withdrawn from the auction if the registered owner claims their vehicle by paying all due fees to the wrecker company before the start of the auction. IF YOU EXPERIENCE ANY PROBLEMS VIEWING THE ABOVE LISTED VEHICLES, PLEASE CONTACT THE MCALLEN POLICE DEPARTMENT EVIDENCE UNIT AT (956) 681-2140.

CITY OF EDINBURG

NOTICE OF PUBLIC AUCTION

Notice is hereby given, pursuant to Chapter 59 of the Texas Code of Criminal Procedure and Transportation Code 683, Subsection B, 683.012, of the Texas Department of Transportation that the City of Edinburg, Texas will hold a public auction on Saturday, September 13, 2025, at 10:00am for said vehicles, equipment and property items. Location: 2101 I-69C, Edinburg, Texas 78542. Registration to bid will be from 8:00am to 10:00am and will require a picture identification or register online at www.bondauctioneers.com . Items to be auctioned are vehicles, equipment and property items. All items will be sold "As Is-Where Is" to the highest bidder. Live & Online Buyer's Premium is 14%. All sales are final and must be paid on the same day with cash, major credit cards (Visa, Master Card, Discover, American Express), Debit & Credit with a 3.50% processing fee. Cashier Checks accepted, No Personal or Business Checks accepted, only with a Bank Letter of Guarantee. For additional information and terms, please visit our website, www.bondauctioneers.com or contact Bond and Bond Auctioneers at (956) 283-0422, Jose A. Camarillo AUC#17532.

City of Hidalgo

NOTICE OF PUBLIC AUCTION

Notice is hereby given that the City of Hidalgo, Texas will hold a public auction on Saturday, **September 6th,2025 @10:00am** for General Surplus/Eqpt. & Vehicles. Location: **2600 N. 10th Street Hidalgo, Texas**. Registration will start from **8:00am** and will require a identification card. Examples of items to be auctioned are Cars, Trucks, Heavy Equipment, Electronics, Office Furniture, Surplus, Etc. All items will be sold **"As Is – Where Is"** to the Highest Bidder. **ALL SALES ARE FINAL** and must be paid on the same **day with cash, major credit card & debit (Visa, Master Card, Discover, & American Express)**. Checks accepted with certain conditions and approved by Auction Co. For additional information please contact the **City of Hidalgo at (956) 843-2737 or Galindo Auctions at (956)609-9109**

Jerry Galindo #13541

101 Legal Notices

INVITATION TO BID

BID #2025-15 CSJ 0921-02-497 FREDDY GONZALEZ HIKE AND BIKE TRAIL (RE-BID)

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Meeting ID: 846 3762 9143
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Passcode: 064922

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT). All federal requirements will apply to the contract, including the need for a **DBE goal and TxDOT prequalification's.**

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LEGAL NOTICE APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A MIXED BEVERAGE PERMIT (MB) BY DON HOMERO'S, LLC DBA DON PEPE'S EXPRESS, TO BE LOCATED AT 500 N. CLOSNER BLVD. EDINBURG, HIDALGO COUNTY, TEXAS 78541. OFFICER OF SAID CORPORATION HOMERO ALVAREZ JASSO, MANAGER/OFFICER

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF LUZ MARIA GONZALEZ OLACIO, DECEASED

Administration of the estate of LUZ MARIA GONZALEZ OLACIO, deceased, has been commenced by the issuance of original letters testamentary to the undersigned on August 14, 2025, by the Probate Court of Hidalgo County, Texas, acting in Cause No. P-43,069, styled ESTATE OF LUZ MARIA GONZALEZ OLACIO, Deceased, in which court the matter is pending.

All persons having claims against the estate are notified to present them to the undersigned within the time prescribed by law.

Jesus Sifuentes Rincon, Independent Executor of the Estate of Luz Maria Gonzalez Olacio, Deceased, c/o Cacheaux, Cavazos & Newton, L.L.P., Attn: Marissa S. Rodriguez, 1401 N. Main St., McAllen, Texas 78501.

Dated: August 15, 2025.

LEGAL NOTICE APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A WINE AND MALT BEVERAGE RETAILER'S ON-PREMISE PERMIT (BG) BY MEMORIAL EVENT CENTER LLC DBA MEMORIAL EVENT CENTER, TO BE LOCATED AT 208 E. CANTON, EDINBURG, HIDALGO COUNTY, TEXAS. OFFICERS OF SAID CORPORATION ARE VELMA SUE DE LEON, MANAGING MEMBER AND LEON DE LEON, MANAGING MEMBER.

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF ISMAEL SIFUENTES RINCON, DECEASED

Administration of the estate of ISMAEL SIFUENTES RINCON, deceased, has been commenced by the issuance of original letters testamentary to the undersigned on August 14, 2025, by the Probate Court of Hidalgo County, Texas, acting in Cause No. P-43,068, styled ESTATE OF ISMAEL SIFUENTES RINCON, Deceased, in which court the matter is pending.

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Jesus Sifuentes Rincon, Independent Executor of the Estate of Ismael Sifuentes Rincon, Deceased, c/o Cacheaux, Cavazos & Newton, L.L.P., Attn: Marissa S. Rodriguez, 1401 N. Main St., McAllen, Texas 78501.

Dated: August 15, 2025.

101 Legal Notices

City of Edinburg Parking Garage – Bid Package 2- Subcontractor Bids

ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR	VEHICLE VIN #	
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ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR		
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ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR		
10	2020	FORD	N/A	TX	FUSION	N/A	3FA6P0G70LR187890	$1,000.00
11	2008	FORD	N/A	TX	EDGE	WHITE	2FMDK39CX8BB27614	$1,000.00
ITEM #	YEAR	MAKE	REGISTRATION	STATE	MODEL	COLOR		
12	2000	JEEP	FRL5217	TX	GRAND CHEROKEE	WHITE	1J4G248S3YC155636	$1,850.00

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283-0422, Jose A. Camarillo AUC#17532.

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101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices

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Passcode: 064922

This project is being funded in whole or in part by the Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT). All federal requirements will apply to the contract, including the need for a **DBE goal and TxDOT prequalification's.**

Bidders on the work will be required to comply with all applicable federal requirements noted in FHWA Form 1273, including but not limited to, Civil Rights and Non-Discrimination, Equal Employment Opportunity, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, Davis-Bacon and Related Acts, Copeland 'Anti-Kickback" Act, Contract and Work Hours and Safety Standards Act, all applicable regulations found at 2 CFR Part 200, and the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Using steel or iron materials manufactured in the United State except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. ***The Texas Department of Transportation complies with predetermined wage rates provided by the Secretary of Labor and State Statue listed in the United States Department of Labor's (USDOL) General Decisions, which are minimum wage rates to be paid accordingly for each specified work classification. The applicable wage rate for this project is effective 01-03-2025 and may be found in the project specifications manual.***

Any entity choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. The entity's **Unique Entity Identification (UEI) Number** must be submitted with the bid/ proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondents UEI number into the SAM database search engine. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. **All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.**

"The City of Edinburg is an Equal Employment Opportunity Employer"

Bidders are advised that the proposal documents can be downloaded from OpenGov web page address: https://procurement.opengov.com/portal/cityofedinburg , or may contact the office of: LORENA FUENTES, PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78539 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

LEGAL NOTICE APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A MIXED BEVERAGE PERMIT (MB) BY DON HOMERO'S, LLC DBA DON PEPE'S EXPRESS, TO BE LOCATED AT 500 N. CLOSNER BLVD. EDINBURG, HIDALGO COUNTY, TEXAS 78541. OFFICER OF SAID CORPORATION HOMERO ALVAREZ JASSO, MANAGER/OFFICER

LEGAL NOTICE APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A WINE AND MALT BEVERAGE RETAILER'S ON-PREMISE PERMIT (BG) BY MEMORIAL EVENT CENTER LLC DBA MEMORIAL EVENT CENTER, TO BE LOCATED AT 208 E. CANTON, EDINBURG, HIDALGO COUNTY, TEXAS. OFFICERS OF SAID CORPORATION ARE VELMA SUE DE LEON, MANAGING MEMBER AND LEON DE LEON, MANAGING MEMBER.

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF LUZ MARIA GONZALEZ OLACIO, DECEASED

Administration of the estate of LUZ MARIA GONZALEZ OLACIO, deceased, has been commenced by the issuance of original letters testamentary to the undersigned on August 14, 2025, by the Probate Court of Hidalgo County, Texas, acting in Cause No. P-43,069, styled ESTATE OF LUZ MARIA GONZALEZ OLACIO, Deceased, in which court the matter is pending.

All persons having claims against the estate are notified to present them to the undersigned within the time prescribed by law.

Jesus Sifuentes Rincon, Independent Executor of the Estate of Luz Maria Gonzalez Olacio, Deceased, c/o Cacheaux, Cavazos & Newton, L.L.P., Attn: Marissa S. Rodriguez, 1401 N. Main St., McAllen, Texas 78501.

Dated: August 15, 2025.

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF ISMAEL SIFUENTES RINCON, DECEASED

Administration of the estate of ISMAEL SIFUENTES RINCON, deceased, has been commenced by the issuance of original letters testamentary to the undersigned on August 14, 2025, by the Probate Court of Hidalgo County, Texas, acting in Cause No. P-43,068, styled ESTATE OF ISMAEL SIFUENTES RINCON, Deceased, in which court the matter is pending.

All persons having claims against the estate are notified to present them to the undersigned within the time prescribed by law.

Jesus Sifuentes Rincon, Independent Executor of the Estate of Ismael Sifuentes Rincon, Deceased, c/o Cacheaux, Cavazos & Newton, L.L.P., Attn: Marissa S. Rodriguez, 1401 N. Main St., McAllen, Texas 78501.

Dated: August 15, 2025.

101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices

City of Edinburg Parking Garage – Bid Package 2- Subcontractor Bids

Bid Date: Thursday, September 4, 2025

Bid Time: 3:00pm

Broaddus Construction is the Design-Build Contractor for the City of Edinburg Parking Garage. The project is located at 201 N. Closner Blvd., Edinburg, TX. Project Description: 103,000sf, 3 level Parking Structure ; Pre-Bid Meeting: 8/20/25 at 1:30pm Microsoft TEAMS: Meeting ID: 270 079 318 172 3 Passcode: M27da9k6 Proposals requested for Bid Package 2: 02.000 – Earthwork/Utilities; 03.300 Cast-in-Place Concrete; 04.000 – Masonry; 05.000 – Metals; 07.000 – Thermal Protection; 08.000-Doors/Windows/Hardware; 09.000 – Finishes; 10.000 – Specialties; 14.000 – Conveying Systems; 21.000 – Fire Sprinkler; 22.000 – Plumbing; 26.000 – Electrical; 28.000 – Special Systems; Plans are available through Milnet Architects, Rudy Molina, rudym@milnet-archservices.com, 956-688-5656. Plans are also available via Building Connected, please contact Austin Morton amorton@broaddususa.com for link. Bids shall be submitted electronically to Amorton@broaddususa.com.

myRGV .com Classifieds
Call: 956-683-4200

QUALIFICATION VERIFICATIONS

Vendor Name	Contractor Qualified Status	Contact Information
ADREC CONSTRUCTION COMPANY, LLC	Bidder's questionnaire (BQ)	900 S STEWART RD STE 13 MISSION, TX 78572-8572 Ph: (956)424-3335 Fax: (956)424-3132 Email: JCERDA@ADRECLLC.COM
ANAHUAC INFRASTRUCTURE LLC	Bidder's questionnaire (BQ)	3056 RESACA VISTA DR BROWNSVILLE, TX 78526-8526 Ph: 9562951217 Email: ADMIN@ANAHUACINFRA.COM
ARTILLERY L.L.C.	Confidential questionnaire (CQ)	PO BOX 1074 EDINBURG, TX 78540-0000 Ph: 9569294853 Email: joey@artillerylic.com
CELSO GONZALEZ CONSTRUCTION, INC.	Bidder's questionnaire (BQ)	614 N CONWAY AVE MISSION, TX 78572-0000 Ph: 9565853848 Email: CG@CGC-INC.COM
Construx Enterprises L.L.C.	Bidder's questionnaire (BQ)	PO BOX 339 EDCOUCH, TX 78538-8538 Ph: (956)363-8401
GO UNDERGROUND, LIMITED LIABILITY COMPANY	Confidential questionnaire (CQ)	211 W. JEFFERSON AVENUE, STE. 7 HARLINGEN, TX 78550-0000 Ph: 9564126100 Fax: 9564126101 Email: GOEXCAVATE@YAHOO.COM

Only Artillery, LLC and GO Underground, LLC are deemed responsive.

BID DOCUMENT

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Artillery,LLC
3714 Buenos Aires
Edinburg, Texas 78539

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Tx 78539

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail
Project No: 2025-15(Re-Bid)

SURETY:
(Name, legal status and principal place of business)
Great Midwest InsuranceCompany
800 Gessner Road, Suite 600
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of September 2025

Joe L. Borjas (SE)
(Witness)

Artillery,LLC
(Principal) *(Seal)*

(Title) Joey Borjas President

(Witness)

Great Midwest InsuranceCompany
(Surety) *(Seal)*

(Title) Attorney-in-Fact Michael Benitez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Andres Alvarez, Philip Young, Ruby Hernandez, Michael Benitez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC – STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of September 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Document 00900

ADDENDUM NO. 1

Date of Addendum: 9/17/2025
[Enter date]

PROJECT NAME: CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

PROJECT NO: **2025-15 (Re-Bid)**

BID DATE: ***September 25, 2025***. (There is no change to the Bid Date.)

FROM: City of Edinburg
Att: Lorena Fuentes, Finance Manager
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

BIDDING REQUIREMENTS

CLARIFICATIONS

7. Updated the following in the Opengov.com portal:
   - Overview Tab, Background, Summary updated to align with Texas Department of Transportation requirements.
   - Project Documents Tab, 1. Introduction, 1.2 Background, Summary updated to align with Texas Department of Transportation requirements.
   - Project Documents Tab, 2. Legal Notice, 2.2 Federally Funded Project, Summary was updated to align with the Federal Highway Administration and Texas Department of Transportation requirements.

END OF ADDENDUM NO. 1

Name, P.E. DATED: 9/17/25

END OF DOCUMENT

Document 00900

ADDENDUM NO. 2

Date of Addendum: 9/19/2025
[Enter date]

PROJECT NAME: CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

PROJECT NO: **2025-15 (Re-Bid)**

BID DATE: ***September 25, 2025***. (There is no change to the Bid Date.)

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ADDENDUM NO. 2

BIDDING REQUIREMENTS

Addressing the question of Item **506 7039 TEMP SEDMT CONT FENCE (INSTALL)** the bid documents have been adjusted. This adjustment will also be reflected in the electronic bid portal, please submit bids accordingly.

a) **Document 000405 Schedule of Unit Price**
The following four items have been added:

502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	$	$
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	8070	LF	$	$
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	8070	LF	$	$
506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1122	LF	$	$
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	1122	LF	$	$

END OF ADDENDUM NO. 2

_____ DATED: 9/19/25
Name, P.E.

END OF DOCUMENT

Document 00900

ADDENDUM NO. 3

Date of Addendum: 9/19/2025
[Enter date]

PROJECT NAME: CSJ 0921-02-497 Freddy Gonzalez Hike and Bike Trail

PROJECT NO: **2025-15 (Re-Bid)**

BID DATE: ***September 25, 2025***. (There is no change to the Bid Date.)

FROM: City of Edinburg
Att: Lorena Fuentes, Finance Manager
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

ADDENDUM NO. 3

CLARIFICATIONS

Address the question of type of concrete requires. City of Edinburg Standards specifies **Class A Concrete with a minimum Psi of 3000**.

END OF ADDENDUM NO. 3

Name, P.E. DATED: 9/19/25

END OF DOCUMENT

Document 00310

FORM OF BID

To: CITY OF EDINBURG

Project No.: **BID # 2025-15 (Re-Bid)**

Project: CSJ: 0921-02-0497 (Re-Bid) - Freddy Gonzalez Hike and Trail

Bidder: Artillery L.L.C
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

One million One Hundred Thirty Five Thousand Two Hundred Thirteen Dollars & Zero Cents (Dollars)
[Print or type in words, Bidder's Total Bid Price]

($ $1,135,213.00)
[Print or type in figures, Bidder's Total Bid Price]

163
[Working Days]

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated 09/17/2025

Addendum No. 2, dated 09/19/2025

Addendum No. 3, dated 09/19/2025

Addendum No. _____, dated _____

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[X] Document 00405 - Schedule of Unit Price Work, if applicable
[x] Document 00411 – Bid Bond (*Form supplied by Bidder*)
[x] Document 00420 – Statement of Bidder's Qualifications
[x] Document 00423 – Certification to Bidder's Experience & Qualifications
[x] Document 00425 – Equipment & Material Suppliers List

TX-DOT Documents:

[x] DBE Goal Commitment
[x] State of Texas Child Support Business Ownership Form
[x] System for Award Management Unique Entity Identity Number
[x] Non-Collusion Affidavit
[x] Conflict of Interest Disclosure
[x] Non-Lobbying Certification
[x] Equal Employment Opportunity Certification
[x] Clean Air & Water Certification
[x] Appendix II – Domestic Preferences
[x] Contractor/Subcontractor Designation to Supervise Payment (Davis-Bacon Act)

5.0 SIGNATURES:

Bidder: Artillery L.L.C.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture. *)

By: _____ 09/25/2025
[Signature]** [Date]

Name: Joe Borjas Owner
[Please print or type name] [Title]

Address: PO Box 1074 Edinburg, Texas 78540
[Mailing]

3714 Buenos Aires Edinburg, Texas 78539

[Street, if different]

Telephone: (956)929-4853

[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided In § 37.10 of the Texas Penal Code.

END OF DOCUMENT

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Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Bid.
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement Between Owner and Contractor.

Base Bid

SPEC NO.		DESCRIPTION	QTY	UNIT	UNIT PRICES (in figures)	UNIT TOTAL (in figures)
100	7002	PREP ROW	81.97	STA	$ 250.00	$20,492.50
104	7011	REMOV CONC (DRIVEWAYS)	153	SY	$ 18.00	$ 2,754.00
104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	1013	SY	$ 18.00	$ 18,234.00
104	7016	REMOV CONC (CURB)	677	LF	$ 8.00	$ 5,416.00
110	7003	EXCAV (SPECIAL)	697.01	CY	$ 20.00	$13,940.20
		*excess to haul	467.75	CY	$ 0	$ 0
132	6001	EMBANK (FNL)(OC)(TY A)	229.26	CY	$ 30.00	$ 6,877.80
160	7002	FURN & PLACE TOPSOIL (4")	80.67	STA	$ 500.00	$40,335.00
164	7021	HYDRO MULCH SEED (TEMP WARM)	8594	SY	$ 1.50	$12,891.00
305	7003	SALV, HAUL & STKPL RCL APH PV (2" TO 4")	437	SY	$ 30.00	$13,110.00
500	7001	MOBILIZATION	1	LS	$ 100,000.00	$100,000.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	$ 2,000.00	$ 16,000.00
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	8070	LF	$ 6.00	$ 48,420.00
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	8070	LF	$ 2.00	$ 16,140.00
506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1122	LF	$ 10.00	$ 11,220.00
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	1122	LF	$ 2.00	$ 2,244.00
529	7008	CONC CURB & GUTTER	425	LF	$ 30.00	$12,750.00
530	7006	DRIVEWAYS (CONC)	239	SY	$ 63.00	$15,057.00
531	7001	CONC HIKE & BIKE (10') SW (4")	8967	SY	$ 49.50	$443,866.50
		*2" Sand Base	8967	SY	$ 0	$ 0
531	7005	CURB RAMPS (TY 1)	3	EA	$ 3,000.00	$ 9,000.00
531	7008	CURB RAMPS (TY 5)	3	EA	$ 4,000.00	$ 12,000.00
531	7010	CURB RAMPS (TY 7)	23	EA	$ 3,000.00	$69,000.00
531	7013	CURB RAMPS (TY 21)	1	EA	$ 3,000.00	$ 3,000.00
550	7001	CHAIN LINK FENCE (INSTALL) 6'	570	EA	$ 7.00	$ 3,990.00
550	7007	CHAIN LINK FENCE (REMOVE) 6'	570	EA	$ 3.00	$ 1,710.00
644	7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	18	EA	$ 1,000.00	$18,000.00
		*D11-1 BIKE ROUTE	1	EA	$ 0	$ 0
		*M4-146 BEGIN	1	EA	$ 0	$ 0
		*R1-1 STOP	17	EA	$ 0	$ 0
		*R5-3 NO MOTOR VEHICLES	17	EA	$ 0	$ 0
		*W1-2L CURVE LEFT	2	EA	$ 0	$ 0
644	7073	REMOVE SM RD SN SUP&AM	9	EA	$ 400.00	$ 3,600.00
666	7009	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	110	LF	$ 2.00	$ 220.00
666	7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	6	EA	$ 250.00	$1500.00
666	7408	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	1300	LF	$ 2.00	$ 2,600.00
666	7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	1300	LF	$ 2.00	$ 2,600.00
666	7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	8569	LF	$ 1.00	$ 8,569.00
677	7002	ELIM EXT PM & RKS (6")	2105	LF	$ 2.00	$ 4,210.00

SCHEDULE OF UNIT PRICE WORK

SPEC NO.		DESCRIPTION	QTY	UNIT	UNIT PRICES (in figures)	UNIT TOTAL (in figures)
677	7008	ELIM EXT PM & RKS (24")	35		$ 6.00	$ 210.00
668	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1209	LF	$ 9.00	$10,881.00
752	7006	TREE REMOVAL (12" - 18" DIA)	12	EA	$ 850.00	$10,200.00
5005	7001	REMOVABLE BOLLARD	20	EA	$ 1,000.00	$20,000.00
416	7004	DRILL SHAFT (24 IN)	18	LF	$ 500.00	$9,000.00
416	7006	DRILL SHAFT (36 IN)	28	LF	$ 550.00	$15,400.00
618	7054	CONDT (PVC) (SCH 80) (2")	91	LF	$ 40.00	$3,640.00
618	7064	CONDT (PVC) (SCH 80) (4")	25	LF	$ 50.00	$1,250.00
618	7065	CONDT (PVC) (SCH 80) (4") (BORE)	22	LF	$ 65.00	$ 1,430.00
620	7009	ELEC CONDR (NO.6) BARE	409	LF	$ 5.00	$ 2,045.00
620	7010	ELEC CONDR (NO.6) INSULATED	73	LF	$ 5.00	$ 365.00
621	7006	TRAY CABLE (4 CONDR) (12 AWG)	275	LF	$ 5.00	$ 1,375.00
624	7005	GROUND BOX TY C (162911)	1	EA	$ 1,500.00	$1,500.00
624	7006	GROUND BOX TY C (162911)w/APRON	4	EA	$ 2,500.00	$10,000.00
628	7329	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	1	EA	$ 6,000.00	$ 6,000.00
680	7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 40,000.00	$40,000.00
		*CONTROLLER W/CABINET	1	EA	$ 0	$ 0
		*GROUND ROD	5	EA	$ 0	$ 0
		*LUMINAIRE ON TRAFFIC SIGNAL POLE	2	EA	$ 0	$ 0
682	7001	VEH SIG SEC (12")LED(GRN)	4	EA	$ 450.00	$ 1,800.00
682	7003	VEH SIG SEC (12")LED(YEL)	4	EA	$ 450.00	$1,800.00
682	7005	VEH SIG SEC (12")LED(RED)	4	EA	$ 450.00	$1,800.00
682	7018	PED SIG SEC(LED)(COUNTDOWN)	3	EA	$ 1,000.00	$ 3,000.00
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)	198	LF	$ 4.00	$ 792.00
684	7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	916	LF	$ 7.00	$ 6,412.00
684	7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	35	LF	$ 1.00	$ 35.00
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	$ 11,500.00	$23,000.00
687	7001	PED POLE ASSEMBLY	3	EA	$ 1,600.00	$4,800.00
687	7005	REMOVE PED POLE ASSEMBLY	1	EA	$ 650.00	$650.00
688	7001	PED DETECT (APS)	2	EA	$ 1,500.00	$3,000.00
688	7004	VEH LP DETECT (SAWCUT)	528	LF	$ 17.00	$8,976.00
688	7003	PED DETECTOR CONTROLLER UNIT	1	EA	$ 5,000.00	$5,000.00
					Total	$1,135,213.00

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.

TOTAL BID PRICE (Total Unit Prices)

$ 1,135,213.00

Notes:
(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Freddy Gonzalez Hike & Bike Trail

Project No. CSJ 0921-02-497 Bidder's Signature: [signature]

Company: Artillery LLC. Name: Joe Borjas

Date: 09/25/2025 Title: Owner

END OF DOCUMENT

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Artillery L.L.C.
(Full, correct legal name)

- Address: PO Box 1074 Edinburg, Texas 7854
- Telephone/Fax: (956)929-4853
- Email address: Joey@Artilleryllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 15 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 15

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Joe Borjas
Address: PO Box 1074 Edinburg, Texas 78540
Telephone: (956)929-4853
Fax: N/A
Email: Joey@Artilleryllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Joe Borjas, the undersigned representative of Artillery L.L.C., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Joe Borjas / Owner

TYPE/PRINT NAME AND TITLE:

09/25/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Joe Borjas, the undersigned representative of Artillery L.L.C., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Joe Borjas / Owner

TYPE/PRINT NAME AND TITLE:

09/25/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Joe Borjas, the undersigned representative of Artillery L.L.C., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearmentity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expandinggases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of thatcode.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Joe Borjas / Owner

TYPE/PRINT NAME AND TITLE:

09/25/2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A ☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Joe Borjas

Name of signatory

Signature

09/25/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Artillery L.L.C.		
Corporate Office			
Name:	Joe Borjas	Phone number:	(956)929-4853
Title:	Owner	Email address:	Joey@Artilleryllc.com
Business address of corporate office:	PO Box 1074 Edinburg, Texas 78540		
Local Office			
Name:	Joe Borjas	Phone number:	(956)929-4853
Title:	Owner	Email address:	Joey@Artilleryllc.com
Business address of local office:	PO Box 1074 Edinburg, Texas 78540		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. S-Corporation		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/17/2010	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Joe Borjas	Title:	Owner
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Joe Borjas	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Competent Person	OSHA	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☒ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	800 Gessner Road Suite 600 Houston, Texas 77024

Physical Address (principal place of business):	800 Gessner Road Suite 600 Houston, Texas 77024		
Phone (main):	(713) 935-7400	Phone (claims):	(713) 935-7400

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Provider	General Liability
Texas Mutual	Workers Compensation
State Farm	Auto Liability
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No

Mailing Address (principal place of business):	PO Box 1074 Edinburg, Texas 78540		
Physical Address (principal place of business):	3714 Buenos Aires Edinburg, Texas 78539		
Phone (main):	(956)929-4853	Phone (claims):	(956)929-4853

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15
Estimate of revenue for the current year:	3 Million
Estimate of revenue for the previous year:	2 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	15 Years			
As a general contractor:	15	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Artillery L.L.C.
(typed or printed name of organization)

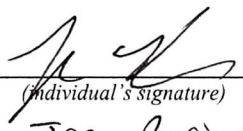
By: _____
(individual's signature)

Name: Joe Borjas
(typed or printed)

Title: Owner
(typed or printed)

Date: 09/25/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Joe Borjas
(typed or printed)

Title: Owner
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Joe Borjas
(typed or printed)

Title: Owner
(typed or printed)

Address: PO Box 1074 Edinburg, Texas 78540

Phone: (956)929-4853

Email: Joey@Artilleryllc.com

Schedule A—Current Projects

Name of Organization	Alamo Systems Industries				
Project Owner	Michael Fallock / City of McAllen		Project Name	McAllen City Center	
General Description of Project	Underground Utilities, Asphalt & Concrete Paving				
Project Cost	$1,078,000.00		Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Justin Borjas	Joe Borjas Sr	Joe Borjas Jr	Joe Borjas Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Amanda Gomez	Project Superintendent	Alamo Systems	(956)702-4111	Amandag@alamosystemllc.com
Designer	Spoor Engineering	Engineer	Spoor Engineering	(956)683-1000	sec@spooreng.com
Construction Manager	Amanda Gomez	Project Superintendent	Alamo Systems	(956) 702-4111	Amandag@alamosystemllc.com

Project Owner	Texas National Bank		Project Name	Texas National Bank- Penitas	
General Description of Project	Underground Utilities				
Project Cost	$100,000.00		Date Project	May 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Joe Borjas Sr	Justin Borjas	Joe Borjas Jr	Joe Borjas Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Texas National Bank	Owner	Texas National Bank	(956)565-2485	N/A
Designer	MG Architects	Architect	MG Architects	(713)552-070	rsarnelli@mgarchitects.com
Construction Manager	G Noser Construction	General Contractor	G Noser Construction	(956)212-1142	gnoser@gnoserconstruction.com

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Artillery L.L.C.				
Project Owner	Texas Department of Transportation		Project Name	Kleberg Construction Pedestrian Infrastructure	
General Description of Project	Concrete Sidewalks, ADA Ramps, concrete driveways & Underground utilities				
Project Cost	$358,000.00		Date Project	03/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Joe Borjas Sr	Joe Borjas Sr	Joe Borjas Jr	Joe Borjas Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	TXDOT	Owner	TXDOT	(361)661-7069	Marisa.leal@txdot.gov
Designer	TXDOT	Owner	TXDOT	(361)661-7069	Marisa.leal@txdot.gov
Construction Manager	Lucania Contractors	Prime	Lucania Contractors	(956)600-4475	Paolo@lucaniacontractors.com

Project Owner	City of McAllen		Project Name	Quince Drainage Improvement	
General Description of Project	Underground Utilities, Concrete & Asphalt Paving				
Project Cost	$1,884,923.00		Date Project	04/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Justin Borjas	Joe Borjas Sr	Joe Borjas Jr	Joe Borjas Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen	Engineer	City of Mcallen		jperez@mcallen.net
Designer	City of McAllen	Engineer	City of McAllen		jperez@mcallen.net
Construction Manager	Artillery LLC	Prime	Artillery LLC	(956)929-4853	Joey@Artilleryllc.com

Project Owner	City of Edinburg		Project Name	Lull Subdivision Sidewalk Improvements	
General Description of Project	Sidewalks, ADA Ramps & Concrete Driveways				
Project Cost	$1,804,382.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Justin Borjas	Joe Borjas Sr	Joe Borjas Jr	Joe Borjas Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Engineer	City of Edinburg	(956)388-8210	mhinojosa@cityofedinburg.com
Designer	City of Edinburg	Engineer	City of Edinburg	(956)388-8210	mhinojosa@cityofedinburg.com
Construction Manager	Artillery LLC	Prime	Artillery LLC	(956)929-4853	Joey@Artilleryllc.com

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization	Artillery LLC				
Project Owner	City of Edinburg		Project Name	Edinburg Hike & Bike Trail	
General Description of Project	Concrete Hike & Bike Trail				
Project Cost	$1,300,000.00		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Justin Borjas	Joe Borjas Sr	Joe Borjas Jr	Joe Borjas Jr	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Engineer	City of Edinburg	(956)388-8210	Mhinojosa@cityofedinburg.com
Designer	City Of Edinburg	Engineer	City of Edinburg	(956)388-8210	Mhinojosa@cityofedinburg.com
Construction Manager	Artillery LLC	Prime	Artillery LLC	(956)929-4853	Joey@Artilleryllc.com

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Justin Borjas		
Years of experience as project manager	10 Years		
Years of experience with this organization	10 Years		
Number of similar projects as project manager	20		
Number of similar projects in other positions	20		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
McAllen City Center	50 %	10/2025	
Texas National Bank- Penitas	50 %	12/2025	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eduardo Mendoza	Name	Mardoqueo Hinojosa
Title/Position	Director of Engineering	Title/Position	Director of Engineering
Organization	City of McAllen	Organization	City of Edinburg
Telephone	(956)681-1150	Telephone	(956)388-8210
Email	edmendoza@mcallen.net	Email	mhinojosa@cityofedinburg.com
Project	Quince Drainage	Project	Lull Subdivision
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual	Joe Borjas Sr		
Years of experience as project superintendent	30 Years		
Years of experience with this organization	10 Years		
Number of similar projects as project superintendent	50		
Number of similar projects in other positions	50		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
McAllen City Center	50%	10/2025	
Texas National Bank- Penitas	50%	12/2025	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eduardo Mendoza	Name	Mardoqueo Hinojosa
Title/Position	Director of Engineering	Title/Position	Director of Engineering
Organization	City of McAllen	Organization	City of Edinburg
Telephone	(956)681-1150	Telephone	(956)388-8210
Email	Edmendoza@mcallen.net	Email	mhinojosa@cityofedinburg.com
Project	Quince Drainage	Project	Lull Subdivision
Candidate's role on project	Project Supervisor	Candidate's role on project	Project Supervisor

Safety Manager			
Name of individual	Joe Borjas Jr		
Years of experience as project manager	15 Years		
Years of experience with this organization	15 Years		
Number of similar projects as project manager	50		
Number of similar projects in other positions	50		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen City Center		50%	10/2025
Texas National Bank- Penitas		50%	12/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eduardo Mendoza	Name	Mardoqueo Hinojosa
Title/Position	Director of Engineering	Title/Position	Director of Engineering
Organization	City of McAllen	Organization	City of Edinburg
Telephone	(956)681-1150	Telephone	(956)388-8210
Email	Edmendoza@mcallen.net	Email	Mhinjosa@cityofedinburg.com
Project	Quince Drainage	Project	Lull Subdivision
Candidate's role on project	Safety Manager	Candidate's role on project	Safety Manager

Quality Control Manager			
Name of individual	Joe Borjas Jr		
Years of experience as project superintendent	15 Years		
Years of experience with this organization	15 Years		
Number of similar projects as project superintendent	50		
Number of similar projects in other positions	50		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Texas National Bank- Penitas		50%	12/2025
McAllen City Center		50%	10/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eduardo Mendoza	Name	Mardoqueo Hinojosa
Title/Position	Director of Engineering	Title/Position	Director of Engineering
Organization	City of McAllen	Organization	City of Edinburg
Telephone	(956)681-1150	Telephone	(956)388-8210
Email	Edmendoza@mcallen.net	Email	mhinojosa@cityofedinburg.com
Project	Quince Drainage	Project	Lull Subidivision
Candidate's role on project	Quality Control Manager	Candidate's role on project	Quality Control Manager

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 25th day of September, 20 25.

Artillery LLC
Name of Bidder

Signature of Bidder

Owner
Title of Signatory

END OF SECTION

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
John Deere 310K Backhoe	X	
John Deere 35G Mini Excavator	X	
John Deere 130 Excavator	X	
John Deere 524 Loader	X	
Water Truck	X	
Padfoot Roller	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Steel & Accessories	Whitecap Construction Supply
Concrete Ready Mix	VMK Ready Mix
Striping	Valley Striping
Traffic Accesorries	The Levy Company

BIDDER

The Material Inspection Guide provides a comprehensive overview of the Buy America program and a list defining the required documentation that must accompany Form 1818 (D 9-USA-1), "Material Statement"

Form 1818-with the attached mill test reports, certifications, galvanizing reports, etc.-must be received for:

- all predominantly steel and iron items received and sampled by the Project Engineer for testing by MTD, and
- all predominantly steel and iron items received, inspected, and accepted by the Project Engineer, with the following exceptions.
  - Steel items inspected and tested by MTD – The Project Engineer receives a MTD Structural Test

Executed this: 25th Day of : September 20. 25

By: Artillery L.L.C.
BIDDER

Title: Owner

NOTARY PUBLIC

TIFFANY RENEE BORJAS
Notary ID #135174745
My Commission Expires
November 18, 2028

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this:

NOTARY PUBLIC

END OF SECTION

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DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM

"Loaded With Experience & Integrity"

Artillery LLC.

PO Box 1074 ▪ Edinburg, Texas 78540
Phone- (956) 929-4853 ▪ Fax- (956) 685-5437

Artillery L.L.C.
PO Box 1074 Edinburg, Texas 78540

Dear City of Edinburg:

The undersigned party certifies that **Artillery L.L.C.** complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Joe Borjas — Printed name

[signature] — Signature

Owner — Position in bidding company

9/25/2025 — Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Texas

BEFORE ME, the undersigned authority, on this day personally appeared Joe Borjas, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

Artillery LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 09/25/202.
[Date]

TIFFANY RENEE BORJAS
Notary ID #135174745
My Commission Expires
November 18, 2028

[Notary Seal]

Notary Public in and for the State of TEXAS

Tiffany Borjas
[Print or type Notary Public name]

My Commission Expires: 11/18/2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Artillery LLC
Mailing Address: PO Box 1074 Edinburg, Texas 78540

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Joe Borjas / Owner
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

09/25/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Artillery LLC.

[Typed Name of Company:]

Joe Borjas / Owner

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

09/25/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X__Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: __KC9SAQ3KWF33_____

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 09/25/2025

Company/Vendor Name: Artillery LLC

Printed Name and Title: Joe Borjas / Owner

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Artillery LLC

Address and Zip Code: PO Box 1074 Edinburg, Texas 78540

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Joe Borjas / Owner
(Name and Title of Signer – please type)

Signature _____ Date 09/25/2025

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Joe Borjas

Title of Contractor's Authorized Official: Owner

Date: 09/25/2025

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Joe Borjas	Owner
NAME	TITLE
	09/25/2025
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

Joe Borjas, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) Artillery LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 09/25/2025

Title: Owner

2 CFR Part 200, Appendix II (L)
200.322 Domestic Preference for Procurements

Applicability to Contracts

Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States.

Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

> Pursuant to this rule, when federal funds are expended the vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder or offeror hereby certifies that it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder further certifies that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award.

Date: 09/25/2025

Signature: _____

Company Name: Artillery LLC

Title: Owner

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Freddy Gonzalez Hike & Bike Trail Date: 09/25/2025

Location: Freddy Gonzalez Dr. Project No.: CSJ 0921-02-4997

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Tiffany Borjas, whose signature appears below, to supervise the payment

of (my) (our) employees beginning September, 2025: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

Tiffany Borjas — (Signature of Appointee)

Artillery LLC. — (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Owner (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

UNBALANCED BID ANALYSIS

THE CITY OF Edinburg

EDINBURG, TEXAS All-America City NATIONAL CIVIC LEAGUE 1968 1995 2000 2024

CSJ 0921-02-497 Freddy Gonzalez Hike & Bike Trail (Re-Bid)

Line Item	Bid Code	Description	Quantity	Unit of Measure	Construx Enterprises, LLc Unit Cost	Construx Enterprises, LLc Bid Amount	Updated Cost Estimate AVG BID PRICE/ Unit Cost	Updated Cost Estimate Cost	Unit Price Variance (Bidder's Unit Cost - Engineer's Estimate Unit Cost) / Engineer's Unit Cost	Significant Bid Item Calculation (Bidder's Total Cost - Engineer's Estimate Total Cost) / Engineer's Total Contract Cost
1	100 7002	PREP ROW	81.97	STA	$ 250.00	$ 20,492.50	$ 3,500.00	$ 286,895.00	-93%	-15.611%
2	104 7011	REMOV CONC (DRIVEWAYS)	153	SY	$ 18.00	$ 2,754.00	$ 25.00	$ 3,825.00	-28%	-0.063%
3	104 7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	1013	SY	$ 18.00	$ 18,234.00	$ 38.78	$ 39,284.14	-54%	-1.234%
4	104 7016	REMOV CONC (CURB)	677	LF	$ 8.00	$ 5,416.00	$ 15.00	$ 10,155.00	-47%	-0.278%
5	110 7003	EXCAV (SPECIAL)	697.01	CY	$ 20.00	$ 13,940.20	$ 5.00	$ 3,485.05	300%	0.613%
5A		excess to haul	467.75	CY						
6	132 6001	EMBANK (FNL)(OC)(TY A)	229.26	CY	$ 30.00	$ 6,877.80	$ 35.00	$ 8,024.10	-14%	-0.067%
7	160 7002	FURN & PLACE TOPSOIL (4")	80.67	STA	$ 500.00	$ 40,335.00	$ 11.43	$ 922.06	4274%	2.310%
8	164 7021	HYDRO MULCH SEED (TEMP WARM)	8594	SY	$ 1.50	$ 12,891.00	$ 0.40	$ 3,437.60	275%	0.554%
9	305 7003	SALV, HAUL & STKPL RCL APH PV (2" TO 4")	437	SY	$ 30.00	$ 13,110.00	$ 2.00	$ 874.00	1400%	0.717%
10	500 7001	MOBILIZATION	1	LS	$ 100,000.00	$ 100,000.00	$ 155,134.66	$ 155,134.66	-36%	-3.231%
11	502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	$ 2,000.00	$ 16,000.00	$ 8,500.00	$ 68,000.00	-76%	-3.047%
12	506 7039	TEMP SEDMT CONT FENCE (INSTALL)	8070	LF	$ 6.00	$ 48,420.00	$ 4.25	$ 34,297.50	41%	0.828%
13	506 7041	TEMP SEDMT CONT FENCE (REMOVE)	8070	LF	$ 2.00	$ 16,140.00	$ 1.00	$ 8,070.00	100%	0.473%
14	506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1122	LF	$ 10.00	$ 11,220.00	$ 6.95	$ 7,797.90	44%	0.201%
15	506 7046	BIODEG EROSN CONT LOGS (REMOVE)	1122	LF	$ 2.00	$ 2,244.00	$ 1.25	$ 1,402.50	60%	0.049%
16	529 7008	CONC CURB & GUTTER	425	LF	$ 30.00	$ 12,750.00	$ 15.00	$ 6,375.00	100%	0.374%
17	530 7006	DRIVEWAYS (CONC)	239	SY	$ 63.00	$ 15,057.00	$ 118.45	$ 28,309.55	-47%	-0.777%
18	531 7001	CONC HIKE & BIKE (10') SW (4")	8967	SY	$ 49.50	$ 443,866.50	$ 85.00	$ 762,195.00	-42%	-18.654%
18a		*2" Sand Base	8967	SY						0.000%
19	531 7005	CURB RAMPS (TY 1)	3	EA	$ 3,000.00	$ 9,000.00	$ 2,500.00	$ 7,500.00	20%	0.088%
20	531 7008	CURB RAMPS (TY 5)	3	EA	$ 4,000.00	$ 12,000.00	$ 2,500.00	$ 7,500.00	60%	0.264%
21	531 7010	CURB RAMPS (TY 7)	23	EA	$ 3,000.00	$ 69,000.00	$ 2,500.00	$ 57,500.00	20%	0.674%
22	531 7013	CURB RAMPS (TY 21)	1	EA	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	20%	0.029%
23	550 7001	CHAIN LINK FENCE (INSTALL) 6'	570	EA	$ 7.00	$ 3,990.00	$ 32.00	$ 18,240.00	-78%	-0.835%
24	550 7007	CHAIN LINK FENCE (REMOVE) 6'	570	EA	$ 3.00	$ 1,710.00	$ 13.50	$ 7,695.00	-78%	-0.351%
25	644 7001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	18	EA	$ 1,000.00	$ 18,000.00	$ 723.35	$ 13,020.30	38%	0.292%
25a		D11-1 BIKE ROUTE	1	EA						
25b		M4-146 BEGIN	1	EA						
25c		R1-1 STOP	17	EA						
25d		R5-3 NO MOTOR VEHICLES	17	EA						
25e		W1-2L CURVE LEFT	2	EA						
26	644 7073	REMOVE SM RD SN SUP&AM	9	EA	$ 400.00	$ 3,600.00	$ 93.39	$ 840.51	328%	0.162%
27	666 7009	REFL PAV MRK TY I (W)6"(DOT)(100MIL)	110	LF	$ 2.00	$ 220.00	$ 1.95	$ 214.50	3%	0.000%
28	666 7042	REFL PAV MRK TY I(W)(ARW)(100MIL)	6	EA	$ 250.00	$ 1,500.00	$ 260.00	$ 1,560.00	-4%	-0.004%
29	666 7408	REFL PAV MRK TY I (W) (6") (BRK) (100MIL)	1300	LF	$ 2.00	$ 2,600.00	$ 0.79	$ 1,027.00	153%	0.092%
30	666 7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	1300	LF	$ 2.00	$ 2,600.00	$ 0.84	$ 1,092.00	138%	0.088%
31	666 7417	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	8569	LF	$ 1.00	$ 8,569.00	$ 1.63	$ 13,967.47	-39%	-0.316%
32	677 7002	ELIM EXT PM & RKS (6")	2105	LF	$ 2.00	$ 4,210.00	$ 2.00	$ 4,210.00	0%	0.000%
33	677 7008	ELIM EXT PM & RKS (24")	35	LF	$ 6.00	$ 210.00	$ 7.58	$ 265.30	-21%	-0.003%
34	668 7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1209	LF	$ 9.00	$ 10,881.00	$ 6.80	$ 8,221.20	32%	0.156%
35	752 7006	TREE REMOVAL (12" - 18" DIA)	12	EA	$ 850.00	$ 10,200.00	$ 137.50	$ 1,650.00	518%	0.501%
36	5005 7001	REMOVABLE BOLLARD	20	EA	$ 1,000.00	$ 20,000.00	$ 1,700.00	$ 34,000.00	-41%	-0.820%
37	416 7004	DRILL SHAFT (24 IN)	18	LF	$ 500.00	$ 9,000.00	$ 220.00	$ 3,960.00	127%	0.295%
38	416 7006	DRILL SHAFT (36 IN)	28	LF	$ 550.00	$ 15,400.00	$ 265.00	$ 7,420.00	108%	0.468%
39	618 7054	CONDT (PVC) (SCH 80) (2")	91	LF	$ 40.00	$ 3,640.00	$ 18.25	$ 1,660.75	119%	0.116%
40	618 7064	CONDT (PVC) (SCH 80) (4")	25	LF	$ 50.00	$ 1,250.00	$ 28.27	$ 706.75	77%	0.032%
41	618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	22	LF	$ 65.00	$ 1,430.00	$ 36.00	$ 792.00	81%	0.037%
42	620 7009	ELEC CONDR (NO.6) BARE	409	LF	$ 5.00	$ 2,045.00	$ 2.15	$ 879.35	133%	0.068%
43	621 7010	ELEC CONDR (NO.6) INSULATED	73	LF	$ 5.00	$ 365.00	$ 2.69	$ 196.37	86%	0.010%
44	624 7006	TRAY CABLE (4 CONDR) (12 AWG)	275	LF	$ 5.00	$ 1,375.00	$ 2.46	$ 676.50	103%	0.041%
45	624 7005	GROUND BOX TY C (162911)	1	EA	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	0%	0.000%
46	624 7006	GROUND BOX TY C (162911)w/APRON	4	EA	$ 2,500.00	$ 10,000.00	$ 1,500.00	$ 6,000.00	67%	0.234%
47	628 7329	ELC SRV TY T 120/240 000(NS)GS(N)TS(O)	1	EA	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00	33%	0.088%
48	680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 40,000.00	$ 40,000.00	$ 11,539.00	$ 11,539.00	247%	1.668%
48a		*CONTROLLER W/CABINET	1	EA						
48b		*GROUND ROD	5	EA						
48c		*LUMINAIRE ON TRAFFIC SIGNAL POLE	2	EA						
49	682 7001	VEH SIG SEC (12")LED(GRN)	4	EA	$ 450.00	$ 1,800.00	$ 360.00	$ 1,440.00	25%	0.021%
50	682 7003	VEH SIG SEC (12")LED(YEL)	4	EA	$ 450.00	$ 1,800.00	$ 360.00	$ 1,440.00	25%	0.021%
51	682 7005	VEH SIG SEC (12")LED(RED)	4	EA	$ 450.00	$ 1,800.00	$ 360.00	$ 1,440.00	25%	0.021%
52	682 7018	PED SIG SEC(LED)(COUNTDOWN)	3	EA	$ 1,000.00	$ 3,000.00	$ 909.16	$ 2,727.48	10%	0.016%
53	682 7039	BACKPLATE W/REF BRDR(3 SEC)ALUM	4	EA	$ 250.00	$ 1,000.00	$ 214.11	$ 856.44	17%	0.008%
54	684 7007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	198	LF	$ 4.00	$ 792.00	$ 1.85	$ 366.30	116%	0.025%
55	684 7012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	916	LF	$ 7.00	$ 6,412.00	$ 3.14	$ 2,876.24	123%	0.207%
56	684 7027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	35	LF	$ 1.00	$ 35.00	$ 1.36	$ 47.60	-26%	-0.001%
57	684 7028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	35	LF	$ 3.00	$ 105.00	$ 3.00	$ 105.00	0%	0.000%
58	686 7020	INS TRF SIG PL AM (S)STR(TY D)LUM	2	EA	$ 11,500.00	$ 23,000.00	$ 12,775.37	$ 25,550.74	-10%	-0.149%
59	687 7001	PED POLE ASSEMBLY	3	EA	$ 1,600.00	$ 4,800.00	$ 1,270.31	$ 3,810.93	26%	0.058%
60	687 7005	REMOVE PED POLE ASSEMBLY	1	EA	$ 650.00	$ 650.00	$ 1,670.00	$ 1,670.00	-61%	-0.060%
61	688 7001	PED DETECT (APS)	2	EA	$ 1,500.00	$ 3,000.00	$ 996.00	$ 1,992.00	51%	0.059%
62	688 7004	VEH LP DETECT (SAWCUT)	528	LF	$ 17.00	$ 8,976.00	$ 17.00	$ 8,976.00	0%	0.000%
63	688 7003	PED DETECTOR CONTROLER UNIT	1	EA	$ 5,000.00	$ 5,000.00	$ 3,864.43	$ 3,864.43	29%	0.067%
					$	1,135,213.00	$	1,706,481.21		-33%

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
APPOINTMENTS
Agenda Item No: 9.A.
Appointments

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Edinburg Economic Development Corporation Board of Directors, Two Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following appointments to the City Advisory Boards, Councils, Commissions and Committees for consideration:

Edinburg Economic Development Corporation Board of Directors (2 Members) - Function: To promote and develop commercial, industrial, and manufacturing enterprise to promote and encourage employment.

Present Member(s): David Salazar, Gregory A. Vasquez

Applicant(s): Richard A. Garza, Savannah Gonzalez, Habraham Lopez, Homer Jasso

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES
Sec. 32.01 – Residence or tax paying status requirements for membership.
Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.
Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original

appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Board, Council, Commission and Committee: Edinburg Economic Development Corporation Board of Directors, Two Members.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Yamilet Galvez,
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.A.
FY 2026 FAA Airport Terminal Program Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, Federal Aviation Administration for the Fiscal Year 2026 Airport Terminal Program Grant and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

2. **Description:**
The U.S. Department of Transportation (USDOT), Federal Aviation Administration (FAA) announced the solicitation of the Fiscal Year 2026 Airport Terminal Program (ATP) Grant on December 8, 2025. The ATP funds terminal development projects that help address aging infrastructure of the nation's airports.

The FY 2026 ATP Grant project will accelerate needed improvements to the South Texas International Airport at Edinburg's passenger terminal, including design and construction activities for access and restrooms enhancements, safety, security, and general aviation customer amenities.

The City of Edinburg's grant request is approximately $522,500 (95%), with an approximate required match of $27,500 (5%), for a total project cost of approximately $550,000. The approximate $27,500 match is available through the Department of Aviation's FY 2026-2027 Operational Budget.

The FY 2026 ATP Grant application deadline is January 15, 2026. Award notification is anticipated in early Fiscal Year 2026-2027.

Procurement will adhere to Federal guidelines and City policy.

If authorized to 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 U.S. Department of Transportation, Federal Aviation Administration for the Fiscal Year 2026 Airport Terminal Program Grant and Execute Documents Related Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Eddie Velarde, Director of Aviation

Attachments:
A. FY 2026 ATP Resolution Final

RESOLUTION NO. _____

STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE FISCAL YEAR 2026 AIRPORT TERMINAL PROGRAM GRANT, AND TO EXECUTE DOCUMENTS RELATED THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, in the best interest of its residents and general aviation customers, the City of Edinburg intends to submit a grant application to Federal Aviation Administration for the available Fiscal Year 2026 Airport Terminal Program Grant; and

WHEREAS, the grant request is approximately $522,500 for needed improvements to the South Texas International Airport at Edinburg's passenger terminal, including design and construction activities for access and restroom enhancements, safety, security, and general aviation customer amenities, and requires a 5 percent local match of approximately $27,500, for a total project cost of approximately $550,000; and

WHEREAS, the Airport Terminal Program grants funds to eligible general aviation airports throughout the nation that need to replace aging infrastructure; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, City of Edinburg agrees in the event of loss or misuse of Federal Aviation Administration funds, City of Edinburg assures those funds would be returned to the Federal Aviation Administration in full; and

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

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 submission and execution of an application to the Federal Aviation Administration for Fiscal Year 2026 Airport Terminal Program Grant 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 6th day of January, 2026.

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: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.B.
EHA's FY 2026 Annual Plan

1. **Agenda Item:**
Consider Resolution Authorizing the Mayor to Execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
The U.S. Department of Housing and Urban Development (HUD) requires that the City review the Edinburg Housing Authority's FY 2026 Annual Plan to certify that it is consistent with the City's FY 2023-2027 Consolidated Plan and Strategy, pursuant to 24 CFR Part 91 and 24 CFR Part 903. The EHA FY 2026 Annual Plan outlines the EHA's mission of serving the needs of extremely low income families in its jurisdiction by increasing the availability of decent, safe and affordable housing, ensuring equal opportunity in housing, promoting self-sufficiency and asset development of families and individuals, and improving community quality of life and economic viability. The EHA FY 2026 Annual Plan has updated eligibility preferences and definitions to comply with federal regulations.

The EHA's FY 2026 Annual Plan has been reviewed by the City's Grants Administration Department to confirm that it aligns with the City's housing needs in accordance with the City's FY 2023-2027 Consolidated Plan and Strategy that prioritizes decent, safe and affordable housing. The Certification for such is required to be executed by the Mayor and submitted to HUD before January 16, 2026.

3. **Staff's Recommendation:**
Approve Authorizing the Mayor to Execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. EHA 2026 Annual Plan Certification Resolution
B. EHA 2026 Annual Plan

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE EDINBURG HOUSING AUTHORITY'S CERTIFICATION BY STATE AND LOCAL OFFICIAL OF PUBLIC HOUSING AUTHORITY PLAN'S CONSISTENCY WITH THE CONSOLIDATED PLAN FOR FISCAL YEAR 2026.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the City review the Edinburg Housing Authority's FY 2026 Annual Plan to certify that it is consistent with the City's FY 2023-2027 Consolidated Plan and Strategy, pursuant to 24 CFR Part 91 and 24 CFR Part 903; and

WHEREAS, the Edinburg Housing Authority's FY 2026 Annual Plan has been reviewed by the City's Grants Administration Department to confirm that it aligns with the City's housing needs; and

WHEREAS, the Certification for such is to be executed by the Mayor and submitted to HUD before January 16, 2026; and

WHEREAS, the City of Edinburg desires to authorize the Mayor to execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026.

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 authorizes the Mayor to execute the Edinburg Housing Authority's Certification By State and Local Official of Public Housing Authority Plan's Consistency with the Consolidated Plan for Fiscal Year 2026.

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 V.T.C.A., Government Code, Section 551.04, on the 6th day of January, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

December 11, 2025

Claudia L. Farias, Director
Grants Administration
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: FY 2026 Annual Plan-Certification by State or Local Official

Dear Ms. Farias:

I am submitting the Edinburg Housing Authority's FY 2026 Annual Plan for review and to certify the Plan is consistent with the City of Edinburg Consolidated Plan pursuant to 24 CFR Part 91 and 24 CFR Part 903.15 as required by the US Department of Housing and Urban Development.

Upon review and determination of the Annual Plan contents, please process for Mayor Omar Ochoa's signature of the attached Form HUD -50077-SL, Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan.

Be advised that the 5-Year Plan is not due at this time. Thank you for taking the time to review. If you have any questions, please let me know.

Respectfully,

Marissa Garza
Executive Director

EDINBURG HOUSING AUTHORITY
SINCE 1949

FY 2026 Annual Plan

1/16/2026

Edinburg Housing Authority

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2026 Annual Plan

EDINBURG HOUSING AUTHORITY

SECTION A.1 PHA INFORMATION

Executive Summary

The Edinburg Housing Authority (EHA) serves as a Public Housing Authority (PHA) and receives funds from the U.S. Department and Urban Development (HUD) for the operation and administration of the Low-Rent Public Housing Program and the Housing Choice Voucher Section 8 Program. The PHA provides decent, safe, affordable, and sanitary rental housing assistance for eligible low-income families, the elderly, and persons with disabilities.

EHA was established in 1949 and empowered with the responsibility and authority to maintain the Public Housing Programs within the legal jurisdiction of the City of Edinburg, Texas.

Mission Statement

The EHA's mission is to serve the needs of extremely to low-income families in the Housing Authority's jurisdiction and to (1) increase the availability of decent, safe, and affordable housing in its communities; (2) ensure equal opportunity in housing; (3) promote self-sufficiency and asset development of families and individuals; and (4) improve community quality of life and economic viability.

Public Availability of Information

The Edinburg Housing Authority (EHA) posted the proposed PHA Annual Plan, its Elements, and all information relevant to the public hearing and proposed Annual Plan as follows, to ensure all are available for inspection by the public:

- At each Asset Management Project (AMP)
- At the PHA's main/central office, located at 910 Sugar Rd, Edinburg, Tx 78539
- On the PHA's website at: https://edinburgha.org/
- On the PHA's social media platform

In addition, the PHA provided each resident council with a copy of the Annual Plan and made documents available electronically for public inspection upon request.

The public was advised they could reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from the streamlined submissions by emailing: info@edinburgha.org.

SECTION B.1(B) REVISION OF EXISTING PHA PLAN ELEMENTS

The following Annual Plan elements have been revised since the PHA's last annual PHA Plan submission.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions

Deconcentration policies have not changed.

Policies regarding eligibility:

Public Housing and Housing Choice Voucher Programs: When the Housing Opportunities Through Modernization Act of 2016 (HOTMA) is fully enacted, the PHA will apply HUD's asset limitations when determining initial eligibility as then required.

Policies regarding Selection:

Housing Choice Voucher Program: The PHA is establishing the following preference for selection from the waiting list:

The PHA will offer a preference to families who are currently participating in the Emergency Housing Voucher (EHV) program, who are losing their assistance due to lack of continued Federal funding for the EHV program.

These families will be advised of the EHV preference and must apply. A maximum of 13 families may qualify for this preference (those families currently assisted under EHV by EHA).

Public Housing Program: The PHA established the following preference for selection from the waiting list as required under 24 CFR 982.404(e)(2):

The PHA will provide a preference for HCV families displaced due to owner HQS noncompliance. The PHA must provide a voucher to the family to move (in accordance with the PHA's HCV Administrative Plan). If the family is unable to lease a new unit within the term of the voucher. and the PHA owns or operates public housing, the PHA must offer, and if accepted, provide the family with a selection preference for an appropriate-sized public housing unit that first becomes available for occupancy after the time period expires.

Rent Determination

The PHA has implemented definitions currently required under HOTMA. When full HOTMA is enacted by HUD, the PHA will apply HOTMA requirements to income calculations, to conducting annual and interim reexaminations, and will implement non-interims, as required. As of this writing, the full HOTMA implementation date has not been announced by HUD.

Safety and Crime Prevention

EHA researched the viability of removing a public housing unit from its public housing stock to provide housing to a policy officer. Research revealed that crime in public housing is minimal, and this action was not necessary.

Significant Amendment/Modification

In the interest of clarity, EHA is revising its definition of significant amendment/modification to encompass changes in policy that address how families are selected from its waiting lists, and changes in the PHA minimum rent. A significant amendment will continue to include proposed demolition, disposition, homeownership, RAD conversion, Capital Fund Financing development or mixed finance proposals.

SECTION B.1(C) EHA DECONCENTRATION POLICY

It is the policy of EHA to provide for reconcentration of poverty and income mixing in public housing by offering higher income tenants units in lower income developments and lower income tenants units in higher income developments.

In the HCV program, the PHA will encourage program participation by owners of units located outside areas of poverty and minority concentration. Methods for outreach, recruiting, and cultivating relationships with owners and landlords may include but are not limited to:

- Recruitment on the PHA's website or other social media;
- U.S. Postal mail outs;
- Advertising and marketing the benefits of the HCV program to potential owners/landlords;
- Holding owner/landlord briefings;
- Joining landlord association groups and/or attending landlord organizational meetings; and;
- Providing owners with an HCV program / owner Guide – "Owner: What to Expect"

EHA will inform HCV families of benefits of leasing units outside areas of poverty and minority concentration through providing the following information at briefings:

- Maps showing areas, both within the PHAs jurisdiction and in neighboring jurisdiction, with housing opportunities outside areas of poverty and minority concentration;
- Providing information about job opportunities, schools, and other services in these areas; and
- Providing families with information about owners in these areas willing to lease units to voucher holders, or other organizations that will assist families in locating units in areas outside of poverty and minority concentration.

EHA will analyze whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration through requiring families requesting voucher extensions to complete a Housing Search Log, which will include the address and name and contact information of the owner. Annually, the PHA will analyze information reported on the Logs, and if such difficulties are experienced will consider whether it is appropriate to establish exception payment standards (in accordance with Notice PIH 2024-34) or seek HUD approval for exception payment standards.

SECTION B.2(B) NEW ACTIVITIES PLANNED

EHA intends to undertake new activities related to the following.

Mixed Finance Modernization or Development

EHA will be conducting physical needs assessment discussions with a qualified architect to identify actions to be taken to modernize existing public housing units and developments. Discussions address:

- Necessary upgrades and related actions;
- Establishing priorities for modernizing existing units;
- Determining potential timelines and deadlines;
- Estimating costs; and
- Determining feasibility of proposed actions.

Goals related to modernization include:

1. Undergoing modernization activities needed to sustain existing units for 25 years and beyond; and
2. Beginning selected modernization activities in FY 2027 – 2028.

SECTION B.3 PROGRESS REPORT

The following is a report on the progress EHA has made in meeting its mission and goals described in its 5-Year Plan.

Goal 1 – Increase availability of decent, safe, and affordable housing in HCV and Public Housing

Open and close waiting lists as needed.

The PHA opened its public housing waiting list as needed to fill anticipated vacancies.

EHA continuously analyzed the HCV program leasing status, factoring in per unit costs (PUC) and allocated units, balancing the needs of the community and available Annual Budget Authority (ABA). The PHA opened its HCV waiting list as needed to meet leasing needs.

Promote income growth employment opportunities, income self-sufficiency, supportive resources: The PHA partnered with Texas Work Force Solutions, hosting events onsite at the PHA. Sessions included presentations on job attainment skills, such as in job interviewing and resume preparation.

EHA's MOU partnering with Region I adult education program includes sessions available for participants that include adult literacy classes, ESL, assistance in obtaining high school equivalent degree, literacy classes, and workforce skills.

EHA is currently filling the vacant Resident Services Coordinator position, which will spearhead and coordinate resident events and courses.

Additional partnerships may be found in Exhibit B.3(B): Local Partnerships.

Promoting possible homeownership: EHA offers the HCV homeownership program to HCV program participants. Although rising housing prices limit families from purchasing homes, EHA currently supports a family in their purchase of a home under this program.

Increase participation of owners with properties outside area of poverty or minority concentration

In the HCV program, the PHA encourages program participation by owners of units located outside areas of poverty and minority concentration. Methods for outreach, recruiting, and cultivating relationships with owners and landlords may include but are not limited to:

- Recruitment on the PHA's website or other social media;
- U.S. Postal mail outs;
- Advertising and marketing the benefits of the HCV program to potential owners/landlords;
- Holding owner/landlord briefings;

- Joining landlord association groups; and
- Providing owners with an HCV program / owner Guide – "Owner: What to Expect"

EHA informed HCV families of benefits of leasing units outside areas of poverty and minority concentration through providing the following information at briefings:

- Maps showing areas with housing opportunities outside areas of poverty and minority concentration both within the PHAs jurisdiction and in neighboring jurisdictions;
- Providing information about job opportunities, schools, and other services in these areas; and
- Providing families with information about owners in these areas willing to lease units to voucher holders, or other organizations that will assist families in locating units in areas outside of poverty and minority concentration.

EHA analyzes whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration through requiring families requesting voucher extensions to complete a Housing Search Log, which includes the address and name and contact information of the owner. Annually, the PHA analyzes information reported on the Logs, and if such difficulties are experienced, the PHA will consider whether it is appropriate to establish exception payment standards (in accordance with Notice PIH 2024-34) or seek HUD approval for exception payment standards.

Goal 2: Apply for additional Vouchers when available

Apply for additional vouchers:

In the previous fiscal year, EHA obtained Emergency Housing Vouchers (EHV). In FY ending 3/31/25, the PHA fully utilized its remaining 14 EHVs.

EHA researched applying for VASH and tenant protection vouchers. These are not available through application.

EHA continued to monitor HUD notices in order to be able to apply for additional special vouchers. The PHA will continue to analyze and determine whether to apply as HUD publishes new funding notices.

Goal 3: Evaluate Public Housing properties to determine comprehensive rehabilitation or modernization. Be alert to hurricane preparedness.

Conduct studies and audits to initiate rehabilitation or modernization

EHA conducted continuous property inspections and initiated feasibility studies through conversations with a qualified architect.

The PHA will complete an energy audit by 3/31/26. The PHA will also complete a future needs assessment by 3/31/26.

Trim trees and maintain roofs and gutters free from debris

As part of ongoing property maintenance, the PHA trimmed trees and maintained roofs and gutters free from debris. Additional actions may be found in Exhibit B.3(A) Maintenance Accomplishments.

Hurricane preparedness

EHA responded to local hurricane preparedness efforts and educated residents via social meetings and in person in actions to take in the event of a hurricane.

Goal 4: Evaluate PH properties for possible conversion/demolition/disposition actions

Conduct inspections, studies, audits to determine whether to initiate demolition/disposition

The PHA took actions to determine whether to initiate demolition and/or disposition and determined no such action is to be taken or planned for at this time. As indicated under Goal 3, modernization actions are being taken.

Goal 5: Monitor management of Tax Credits properties

One non-profit Tax Credit partner assumed ownership; outsourcing of the property management continues.

EHA's goal to train staff on tax credit compliance reporting requirements remains.

Goal 6: Reduce public housing vacancies and increase HCV leasing, improve operations/client satisfaction and scores (achieve / maintain high performer status)

Accelerated the make-ready process for unit availability

EHA created the position of Maintenance Director and hired a qualified individual to support the goal of accelerating the unit make ready process.

EHA assigned maintenance personnel to specific developments and is currently tracking unit turnaround time and work order processing to determine outcomes.

Monitor and complete its file management and unit inspections

On an ongoing basis, the PHA monitored files and completed unit inspections.

Train staff and conduct quality control of files, units and staff performance to achieve high SEMAP and PHAS scores

Completed staff training, including Nelrod and NAHRO program training, as well as HUD Annual Action Plan training.

EHA conducted regular quality control actions of family files and units.

FYE March 31, 2025, EHA moved from a standard performing agency to an HCV high performing agency under the Section Eight Management Assessment Program (SEMAP). This will give EHA advantage when applying for new vouchers.

In public housing, EHA maintained high performer status under Public Housing Assessment System (PHAS).

Continue providing resourceful opportunities for clients

EHA continued providing families with information regarding local resources, including food banks, behavioral centers, mental health and substance abuse service providers, domestic violence service providers, utility discounts, and more.

SECTION B.4 CAPITAL IMPROVEMENTS

The EHA's most recent HUD approved 5-Year Plan for 2022-2026 in EPIC was approved by HUD on August 17, 2023.

Capital Projects Completed

Viviendas Manuel L Ramirez: Renovated exterior; renovations continue.

La Posada II Apartments: Construction of 36 additional public housing units; completed DOFA May, 2025. The development is comprised of 18 efficiencies and 18 one-bedroom units.

Pictured: Viviendas Manuel L Ramirez



Pictured: La Posada II Apartments



SECTION B.5(B) MOST RECENT FISCAL YEAR AUDIT

For year ending March 31, 2024, EHA's audit reflected two findings related to financial statements.

1. Generally Accepted Accounting Principles (GAAP) require that all financial transactions and events be accurately recorded in the financial statements. EHA did not record a receivable of $2,818,656 due from Chicory Court XXX, LP as of fiscal year end.

   In Response: EHA is implementing before end of CY 2025 a comprehensive review process to identify and record all receivables, including those from affiliated or partner entities, before the financial statements are finalized. This includes implementing a supervisory review process to ensure transactions and balances are accurately reported. Responsible Position: Finance Director

2. EHA's capital asset ledger does not include sufficient description of building and improvements made in prior years. In addition, information is lacking to identify whether assets, such as buildings that were sold, have been properly removed or whether new assets, such as acquired land, have been accurately added to the listing.

   In Response: EHA is implementing, before end of CY 2025, a comprehensive asset management procedure that includes detailed descriptions for each capital asset, including buildings, improvements, land, etc., and will establish a review and reconciliation process to ensure that the asset ledger is updated for acquisitions, improvements, and disposals. The Housing Authority will also conduct an annual physical inventory of capital assets to verify their existence, condition, and accuracy in the ledger.

   Responsible Positions: Finance Director and Procurement Clerk

ATTACHMENT B.3(A): MAINTENANCE ACCOMPLISHMENTS

Maintenance Department accomplishments include, but are not limited to:

1. Trimmed trees and removed dead or dangerous trees at: Posada, La Posada II, Lantana, Ramirez, El Jardin, and Peridot Developments.
2. Cleared brush and weeds along property lines.
3. Maintained garbage pickup services at all developments reducing trash pile-up and associated rodent and pest issues.
4. Continued to provide pest control for all developments, specifically targeting those units that have bedbug issues.
5. Cleaned gutters and installed guards.
6. Repaired fences, gates, and retaining wall block/caps.
7. In process of changing out HVAC units in most developments.
8. Continued to replace exterior trim and fascia at Vivienda Ramirez.

ATTACHMENT B.3(B): LOCAL PARTNERSHIPS

EHA partners continue to provide many services to residents. These include behavioral counseling, adult literacy classes, counseling for families with murdered family members, including but not limited to:

- Resource Libraries inside community centers at La Posada, El Jardin, and Ramirez housing complexes.
- Homework Help offers tutoring classes provided by the Boys & Girl Club at La Posada complex to help children with homework and other activities. Children from around the community are welcome.
- Region One Education Service Center partnership offers Adult ESL and GED Classes to public housing residents, Section 8 participants and the general public.
- Strong Families Event, a HUD initiative, connects families to various social services and community-based resources along with family bonding activities, food, and prizes.
- Various Easter egg hunts were hosted in collaboration with Edinburg Parks & Recreation and the City of Edinburg with sponsorship from various local vendors.
- EHA hosted a Thanksgiving Turkey distribution for public housing residents and Section 8 families with turkeys and canned goods donated by Food Bank of RGV. The City of Edinburg Police and Fire Departments assisted with distribution.
- EHA hosted its annual Christmas Toy Drive distribution for public housing residents in partnership with local stakeholders.
- Staff and public housing residents participated and volunteered in the annual Veterans Day and Night of Lights parades.
- Staff and public housing residents volunteered in the annual City of Edinburg 10K.
- The Edinburg Parks & Recreation staff collaborated with EHA to provide public housing residents with the opportunity to volunteer for various community events hosted throughout the year.
- The Back-to-School Fair offered a backpack giveaway to all children residing in EHA public housing.

- On October 31st, EHA staff visited all public housing complexes to pass out candies to the children residing in public housing.
- EHA staff assisted their High School Senior residents complete scholarship applications by holding Scholarship Workshops at various EHA community centers.
- EHA hosted its 2nd Annual Glam it Up! Fashion show. The event was hosted at the City of Edinburg's Birding Center with more than 20 public housing models walking down the runway.
- Behavioral Health Solutions presented its various free or low-cost mental health programs at two EHA complexes.
- Nueva Luz Foundation offered its Embrace to Action program to public housing youth. This strength-based, leadership program helps the youth to implement skills necessary to succeed in school.
- Various University of Texas Rio Grande Valley (UTRGV) departments partner with EHA to assist public housing residents by offering social programs that address the needs of low-income and immigrant families.
- EHA reinstated a resident services coordinator to implement and improve on-site programs and social services as required.
- Reinstated internship opportunities at EHA for UTRGV social work students.
- EHA hosted Financial Literacy Classes for public housing families. Texas National Bank staff members attended events to distribute material and talk to residents about various financial literacy topics.

ATTACHMENT B.3(C): EHA SCHOLARSHIP PROGRAM

The Edinburg Scholarship program "Step Up" helps Edinburg's Housing Authority graduating high school seniors that are on track to obtain their diplomas, and who will attend or want to attend an accredited two-year, four-year, or technical college/university.

- The scholarship program awards according to the availability of funds to qualifying students.
- In 2025, six students received scholarships.

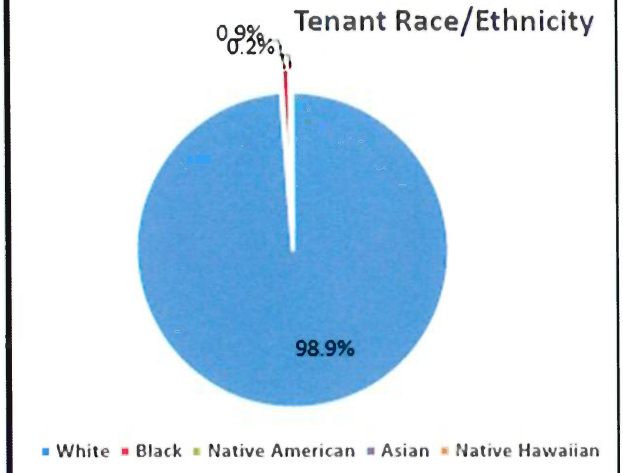
ATTACHMENT B.3(D): HCV PROGRAM DEMOGRAPHICS

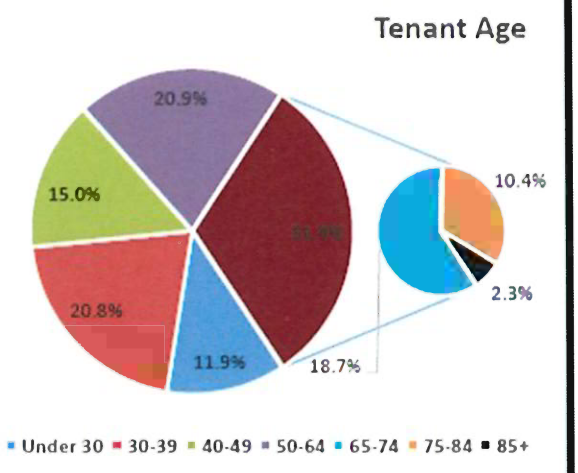
Housing Authority : TX062 Edinburg Program Analysis - Page 2

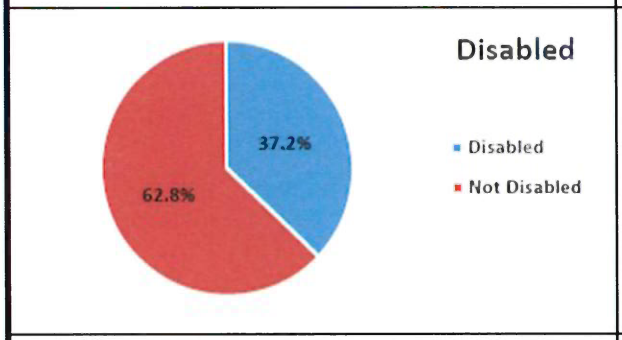
As of 10/07/2025

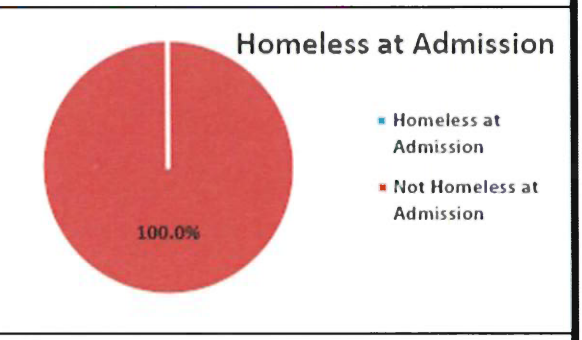
Family Demographics/Unit Information

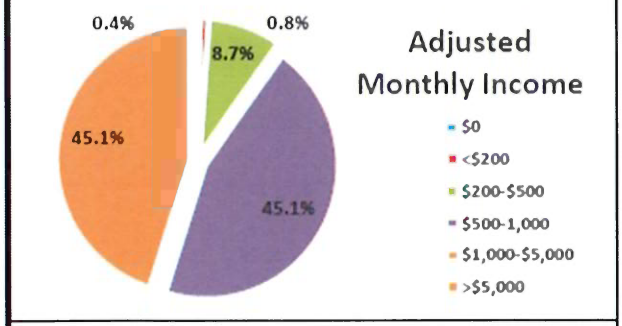
Vouchers:	1,014	Total People:	2,305 (Avg.: 2.27 per voucher)

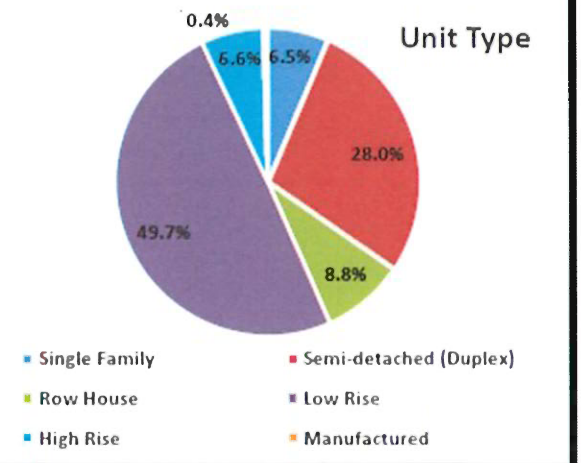


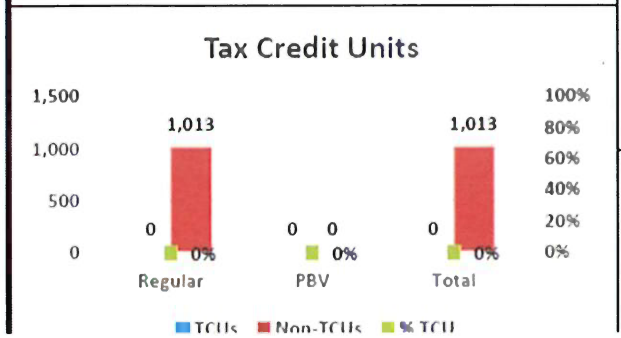


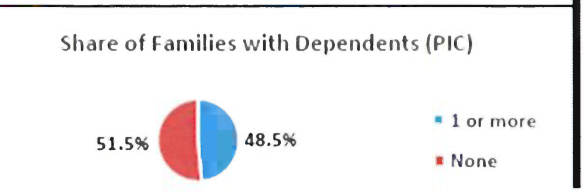












SECTION C.1 RESIDENT ADVISORY BOARD (RAB) COMMENTS

RAB Public Hearing/Meeting: PHA Plan 2025 - 2026

December 2, 2025, 5:30 pm

The RAB Public Hearing/Meeting was held at the Edinburg Housing Authority Administration Building, at 910 S. Sugar Rd. Edinburg, Texas, 78539

In attendance: See attached sign-in sheet

THE MONITOR

PUBLISHER'S AFFIDAVIT
State of Texas
County of Hidalgo

Mercedes Contreras being duly sworn on her oath states that she is the Legal Account Representative of THE MONITOR a semi-weekly newspaper in Hidalgo County and that the attached notice did print in the following issue:

November 8, 2025

Subscribed and sworn to before me this
The 13th day of November A.D. 2025

Notary Public, Hidalgo County

NORMA I. BARRERA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 126747986

EDINBURG HOUSING AUTHORITY
SINCE 1949

The Edinburg Housing Authority (EHA) will be holding a Public Hearing and a 45-day Public Comment Period to solicit public input on its Fiscal Year 2026-2027 Annual Plan. The Plan is a document that the US Department of Housing and Urban Development (HUD) requires to report programs, operations, and strategies for meeting local housing needs and goals. The Plan includes changes to selecting families from EHA's public housing and Housing Choice Voucher Section 8 Program (HCV) waiting lists.

On or before Saturday, November 8, 2025, the draft Plan will be posted for public review online at www.edinburgha.org. A hardcopy will also be made available for review by the public during normal business hours at the Edinburg Housing Authority's office located at 910 S. Sugar Rd, Edinburg, TX 78539.

The Public Comment Period will commence on Saturday, November 8, 2025, and conclude on Monday, December 22, 2025. The Public Hearing will be held on December 2, 2025, 5:30 pm at 910 S. Sugar Rd. Edinburg Texas. All persons are invited to present their views on the Plan to the EHA staff.

Written comments should be addressed to the address above, Attention: Janie Barrera, Executive Assistant, or via e-mail info@edinburgha.org. All oral or written comments received before December 22, 2025, will be considered by EHA.

EQUAL HOUSING OPPORTUNITY

EDINBURG HOUSING AUTHORITY
SINCE 1949

The Edinburg Housing Authority (EHA) will be holding a Public Hearing and a 45-day Public Comment Period to solicit public input on its Fiscal Year 2026-2027 Annual Plan. The Plan is a document that the US Department of Housing and Urban Development (HUD) requires to report programs, operations, and strategies for meeting local housing needs and goals. The Plan includes changes to selecting families from EHA's public housing and Housing Choice Voucher Section 8 Program (HCV) waiting lists.

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Written comments should be addressed to the address above, Attention: Janie Barrera, Executive Assistant, or via e-mail info@edinburgha.org. All oral or written comments received before December 22, 2025, will be considered by EHA.

EQUAL HOUSING OPPORTUNITY

EDINBURG HOUSING AUTHORITY
SINCE 1949

EQUAL HOUSING OPPORTUNITY

PHA ANNUAL & 5 YEAR ANNUAL PLAN
Fiscal Year Beginning April 1, 2026
~ PUBLIC HEARING
Tuesday, December 2, 2025 @ 5:30 p.m.
Location: EHA Administration Building
910 S. Sugar Rd., Edinburg, Texas 78539

Name	Address	Phone Number	Signature
Silvia Avila Secretary	Departamento 1109	9568559688	Avila
Jose Angel Garza		9563515599	Jose
Marissa Garza	EHA		Marissa Garza
Janie Barrera	113 Encino Drive, San Juan TX	956-383-3839 x 115	Janie Barrera
Yolema Garcia	EHA	956-383-3839	Yolema Garcia
Jilda Trevino	EHA		
Ana Ramirez	EHA posada #1	(956) 688-0439	
Maria Rocio Alejano	EHA Maint	(956) 784-1209	Alejano
Laura Reyna	EHA	956-393-8452	
Sanjuanita Medina	900 S Sugar Rd. Posada #17	(956) 667 1252	
Federico Villalobos	910 S Sugar #1201 Edinburg	956-515-7832	
Alexis Espinoza	EHA		
Citlali Rosales	900 S Sugar Rd. posada #1	(956) 667-1250	
Merari Rosales	900 S Sugar Rd. Posada #17	(956) 966-9519	Merari
Teresa Reyna	900 S Sugar Rd Posada #61	(956) 258-0209	Reyna
Antonio Perez	900 S. SUGAR RD POSADA	956-450-55	

EDINBURG HOUSING AUTHORITY
SINCE 1949

EQUAL HOUSING OPPORTUNITY

PHA ANNUAL & 5 YEAR ANNUAL PLAN
Fiscal Year Beginning April 1, 2026
~ PUBLIC HEARING
Tuesday, December 2, 2025 @ 5:30 p.m.
Location: EHA Administration Building
910 S. Sugar Rd., Edinburg, Texas 78539

Name	Address	Phone Number	Signature
Sandra Lara	910 S Sugar Rd Apt 1301	956-600-2853	Sandra Lara
Yesenia Guerrero	900 S. Sugar Rd. Apt 31	(956) 307 21 38	
Yolanda Linares	900 S. Sugar rd. #70 posada	(956) 877 5217	Yolanda Linares
Adan Santiago	900 S Sugar rd #52 posada	956 310 5709	
Juan Carlos Solorzano	900 S Sugar rd #41 posada	956 322 7143	
Laura Lopez	900. sugar rd #41 Posada	956-339 8451	Laura Lopez
Ma. del Carmen Benitez	900 S Sugar RD #14 La posada	956 661 8264	Maria Benitez
Jose A. ZAPATA	La Posada Apt. 39	361-434-9580	Jose A Zapata
Patricia Utz	900 S. Sugar rd. Apt. 38 (La Posada)	956-739-8768	Maria Patricia Utz
Irma Cortez	La Posada #72	(956) 867-9772	
Thalia Rodriguez	La Posada #35	956 558 5715	Thalia Rodriguez
Margarita F.	Rd- La Posada #1101	956-655-14-04	
Patricia Baltazar	La posada Apt. 102	(956) 378-2812	
Claudia A. Martinez	900 S. Sugar Rd Apt 55	956 414-1178	
Blanca Reyes	900 S. Sugar rd. Apt. #9	(956) 607-1263	Blanca Reyes
Azeneth Chavez	900 S, Sugar rd. Apt 43	(956) 510 91 24	
Diana Aguirre	900 S. Sugar Rd #49	(956) 720-1942	Diana Aguirre

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

Date: 12-2-25 **Time:** 6:04

Name: Sandra Lara **Title:** Tenant

Address: 910 S Sugar Rd APT 301 **Property Name:** Posada 2

City: Edinburg, Texas 78539 **Phone:** (956) 600-2853

Comments: I Think You guys been doing a grate Job nice events and everything is great.

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Sandra Lara
Signature

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

12/02

Date: Adan Santiago **Time:** 5:30

Name: Ada Santiago **Title:** Residente

Address: la posada **Property Name:**

City: Edinburg, Texas 78539 **Phone:** (956) 540 9408

Comments: K respeten lo de fumar fuera de la propiedad

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Signature

EDINBURG HOUSING AUTHORITY

Serving Families Since 1949

EQUAL HOUSING OPPORTUNITY

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

Date: 12/2/25 **Time:** 5:30

Name: Silvia Dávila Gómez **Title:** Posada II

Address: 1109 910 S Sugar Rd. Edinburg **Property Name:** Residente

City: Edinburg, Texas 78539 **Phone:** (___)

Comments: Gracias por tomarnos en cuenta para los planes de mejora

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Silvia Dávila Gómez
Signature

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

Date: 12 - 2 - 2025 **Time:** 5:30 pm

Name: Yesenia Guerra **Title:** Residente

Address: La Posada #31 **Property Name:**

City: Edinburg, Texas 78539 **Phone:** (956) 309 21 38

Comments: Gracias por ayudarnos a mejorar las viviendas donde vivimos y por el personal que toma entrenamientos por ayudar a los estudiantes con Becas y si pudieran ayudar con programas para estudiantes con necesidades especiales

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Signature

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

Date: 12/2/2025 **Time:** 5:30

Name: Samantha Medina **Title:** Residente

Address: Posada #17 **Property Name:**

City: Edinburg, Texas 78539 **Phone:** (956) 607 1252

Comments:

~~Hacer participes a los residentes que~~ si puedan hacer actividades para hacer nuestras horas comunitarias cerca

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Samantha Medina.
Signature

EHA ANNUAL & FIVE-YEAR ANNUAL PLAN
Public Hearing
Tuesday, December 2, 2025 @ 5:30 p.m.
910 S. Sugar Rd., Edinburg, TX 78539

Date: 12-02-25 **Time:** 6:10

Name: Yolanda Cisneros **Title:**

Address: 9005 Sugar rd #70 **Property Name:** Posada

City: Edinburg, Texas 78539 **Phone:** (956) 8775217

Comments:

Poner horarios Flexibles para ayudar en cualquier evento q hagan y muchas gracias por todo lo que hacen por la Comunidad en mi opinion es mucha ayuda.

I, the undersigned, hereby declare that I have been provided with information on the above EHA Five Year and Annual Plan, fiscal year beginning April 2026.

Yo, el abajo firmante, declaro por la presente que se me ha proporcionado información sobre el Plan Quinquenal y Anual de EHA antes mencionado, año fiscal que comienza en abril de 2026.

Yolanda Cisneros
Signature

Board Meeting: Annual Plan Coverage - *Pending*

Meeting of the Edinburg Housing Authority Board of Commissioners was held December 18, 2025

The Board Meeting was held at:

Edinburg Housing Authority

Administrative Building

910 S. Sugar Rd.

Edinburg, Texas 78539

Board Members Present:

Absent:

EHA: (Potential attendees)

- names

Comments:

SECTION C.2 CERTIFICATION BY STATE OR LOCAL OFFICIALS

Included within this section is *Form HUD-50077-SL*

Status: Created

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan *(All PHAs)*

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Omar Ochoa** (*Official's Name*), the **Mayor** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **TX062 - Edinburg Housing Authority** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Edinburg

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The consolidated plan is consistent with the mission of the Housing Authority City of Edinburg. A public agency whose purpose is to: Ensure that safe, quality, affordable housing opportunities exist for families of low-moderate income. Break the poverty cycle by serving as a catalyst for our residents to come economically self-sufficient. Create meaningful partnerships to maximize available community resources for our residents. Efficiently and effectively meet federal, state, and local mandates.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **Omar Ochoa**	Title: **Mayor**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: TX062 - Edinburg Housing Authority form HUD-50077-SL (Form ID - 6011) printed by Marissa Garza in HUD Secure Systems/Public Housing Portal at 12/02/2025 04:08PM EST

SECTION C.3 CERTIFICATION OF COMPLIANCE WITH PHA PLANS, CIVIL RIGHTS, AND RELATED LAWS AND REGULATIONS INCLUDING PHA PLAN ELEMENTS THAT HAVE CHANGED

Included within this section is *Form HUD-50077-ST-HCV-HP*

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Edinburg Housing Authority — PHA Name

TX062 — PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2026

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MS Marissa Garza**		Name of Board Chairman: **Jose Rodriguez**	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *TX062-Edinburg Housing Authority form HUD-50077-ST-HCV-HP (Form ID -1969) for CY 2026 printed by Marissa Garza in HUD Secure Systems/Public Housing Portal at 12/02/2025 04:07PM EST*

SECTION C.4 CHALLENGED ELEMENTS

If any element of the Annual Plan is challenged, the PHA is including as an attachment herein a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. *There were no Elements challenged at this time.*

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.C.
FY 2027 TxDOT STEP- Commercial Motor Vehicle (CMV) Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Texas Department of Transportation announced the solicitation of grant applications for its Fiscal Year 2027 Texas' Selective Traffic Enforcement Program (STEP) on November 14, 2025. The Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant will pay for overtime activities to focus on violations of state/local ordinances committed by CMVs, and on passenger vehicles whose unlawful actions such as improper lane changes manifestly cause a CMV to take evasive action or undertake hard-braking events. The submission deadline for this program is on January 16, 2026. The official award notification is anticipated by August 2026. The period of performance is October 1, 2026 – September 30, 2027. The Police Department has received grant funding in previous fiscal years for the Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant.

The City is applying for approximately $12,000, with a required 20 percent match of approximately $3,000 for a total project cost of $15,000. The matching funds will require an appropriation of approximately $3,000 from the Police Department's FY 2026-2027 General Fund Operating Budget.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY27 TxDOT STEP CMV Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2027 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMMERCIAL MOTOR VEHICLE (CMV) GRANT AND AUTHORIZE CITY MANAGER TO EXECUTE GRANT DOCUMENTS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council 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 desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

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

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

SECTION 2: The City Council hereby authorizes the City Manager to submit the grant application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related documents on behalf of the City.

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 V.T.C.A., Government Code, Section 551.04, on the 6th day of January 2026.

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: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.D.
FY 2027 TxDOT STEP – Comprehensive Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Texas Department of Transportation announced the solicitation of grant applications for its Fiscal Year 2027 Texas' Selective Traffic Enforcement Program (STEP) on November 14, 2025. The Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant will pay for overtime activities by law enforcement to reduce the incidences of intersection-related violations, driving while intoxicated, failure to use occupant restraint systems, and unsafe speed within identified high-crash areas. The submission deadline for this program is January 16, 2026. The official award notification is anticipated by August 2026. The period of performance is October 1, 2026 – September 30, 2027. The Police Department has received grant funding in previous fiscal years for the Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant.

The City is applying for approximately $40,000, with a required 20 percent match of approximately $10,000, for a total project cost of $50,000. The matching funds will require an appropriation of approximately $10,000 from the Police Department's FY 2026-2027 General Fund Operating Budget.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Authorize the City Manager to Execute Grant Documents Related Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY27 TxDOT STEP Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2027 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMPREHENSIVE (COMP) GRANT AND AUTHORIZE CITY MANAGER TO EXECUTE GRANT DOCUMENTS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council 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 desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

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

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

SECTION 2: The City Council hereby authorizes the City Manager to submit the grant application to the Texas Department of Transportation for the Fiscal Year 2027 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related documents on behalf of the City.

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 V.T.C.A., Government Code, Section 551.04, on the 6th day of January, 2026.

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: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.E.
Licenses for System Information Event Manager (SIEM)

1. **Agenda Item:**
Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-CPO-5687, in the amount of $81,318.30. [Daniel Vera, Director of Information Technology]

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

In response to escalating cyber threats and the growing need for a robust cybersecurity posture, the City of Edinburg's IT Department emphasizes the importance of enhancing its information security infrastructure. A comprehensive security system is a critical component that will enable our City to proactively detect and respond to security incidents, thereby ensuring the confidentiality, integrity, and availability of critical systems.

City staff is requesting City Council approval for the renewal of licenses and management services for the System Information Event Manager (SIEM) system. The system was previously acquired by the City through City Council approval on December 5, 2023. This system significantly enhances the City's security posture, mitigates risks, ensures compliance, and improves operational efficiency and the renewal of license and maintenance services is necessary for continued operation.

Funding in the amount of $81,318.30 is available through the FY 2025-2026 General Fund Operating Budget, Information Technology, Account No. 100-1000-513301 through Department of Information Resources (DIR) Contract No. DIR-CPO-5687.

The time frame for this installation will be approximately 1-2 weeks post completion of the procurement process.

3. **Staff's Recommendation:**
Approve the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-CPO-5687, in the Amount of $81,318.30.

Reviewed by: **Prepared by:**

Daniel Vera, Director of Information Technology
Nelda Ramirez, Assistant City Manager

Almaniria Mendez, IT Administrative Manager
Daniel Vera, Director of Information Technology

Attachments:

A. SHI Quote-26621955 - Redacted

Pricing Proposal
Quotation #: 26621955
Created On: 9/10/2025
Valid Until: 12/29/2025

TX-City of Edinburg

Danny Vera
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: (956) 388-1805
Fax:
Email: dvera@cityofedinburg.com

Pubsec inside account executive

Marco Martinez
300 davidson ave.
Somerset
nj
Phone: 7325071364
Fax:
Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	[redacted] - [redacted] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 12/29/2025 – 12/28/2026	835	$40.84	$34,101.40
2	[redacted] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 12/29/2025 – 12/28/2026	35	$40.84	$1,429.40
3	[redacted] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 12/29/2024 – 12/28/2026	750	$61.05	$45,787.50

Subtotal	$81,318.30
Shipping	$0.00
Total	$81,318.30

Additional Comments

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.F.
MOU between the Texas Division of Emergency Management and City of Edinburg

1. **Agenda Item:**
Consider Approving a Memorandum of Understanding Between the City of Edinburg and the Texas Division of Emergency Management for Participation in the State of Texas Emergency Management Assistance Teams Program. [Omar Garza, Fire Chief]

2. **Description:**
The State of Texas Emergency Management Assistance Teams (TEMAT) Program has officially launched a streamlined and modernized framework to support inter-jurisdictional assistance during disasters and critical incidents. As part of this initiative, TDEM is implementing a jurisdiction-wide Memorandum of Understanding (MOU) to replace the multiple individual agreements previously required for participation in specialized response teams.

The new MOU establishes a single-source agreement between the State of Texas and participating jurisdictions, enabling local agencies to nominate and authorize personnel to be rostered and deployed as part of coordinated emergency response teams. Authorized personnel may be called upon to support statewide or regional operations during emergencies.

This agreement supersedes existing individual contracts. However, all current agreements will remain active until each jurisdiction has reviewed and opted into the new TEMAT framework. This ensures continuity of service and prevents any disruption to mutual aid capabilities during the transition.

Entering into the new jurisdiction-wide MOU with TDEM will ensure continued participation in the TEMAT Program and alignment with state emergency management protocols.

3. **Staff's Recommendation:**
Approve the Memorandum of Understanding Between the City of Edinburg and the Texas Division of Emergency Management for Participation in the State of Texas Emergency Management Assistance Teams Program.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. TEMAT MOU_Final 04.13.25 (ACTUAL DOCUMENT)

Memorandum of Understanding
Between
Texas Division of Emergency Management
and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding ("TEMAT MOU") becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management ("TDEM"), a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams ("TEMAT") participating jurisdiction/employer _____ ("Jurisdiction").

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM's authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.

B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.

C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.

D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.

E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.

F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.

H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.

J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.

K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.

L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.

M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.

N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

A. TDEM shall be responsible for the following:

1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.

2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.

3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.

4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.

5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.

6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.

2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.

3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.

4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.

5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.

6. Develop, implement, and exercise an internal notification and call-out system for Members.

7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.

8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.

9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.

10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.

11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.

2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.

3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.

4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.

5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.

6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.

2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.

3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.

4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.

6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.

7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.

8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.

9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.

2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.

B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.

B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.

E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.

F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.

G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	☐	
Public Works Response Team (PWRT)	☐	
Texas A&M Task Force 1	☐	
State of Texas Incident Management Team (IMT)	☐	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	☐	

XI. POINTS OF CONTACT

	TDEM	**TEMAT Coordinator**
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

	Jurisdiction
Name:	_____
Title:	_____
Address Line 1:	_____
Address Line 2:	_____
City, State, Zip:	_____
Phone Number:	_____
Email:	_____

XII. GENERAL PROVISIONS

A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.

D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
Name: W. Nim Kidd
Title: Chief, Texas Division of Emergency Management
Date: _____

JURISDICTION

Signature: _____
Name: _____
Title: _____
Date: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.G.
Purchase of New Tires

1. **Agenda Item:**
Consider Authorizing the Purchase of New Tires From Goodyear Commercial Tire & Service Centers and T & W Tire, LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Based on Unit Prices as Listed. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The City of Edinburg continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive prices. The following departmental items are being recommended for purchase:

A review and tabulation of quotes received revealed that Goodyear Commercial Tires and Service Centers and T & W Tire, LLC, are the lowest respondent(s), per unit price, meeting specifications for the specific New Tires as listed in the quotes. These tires will replace existing tires that have reached the end of their useful life and are due for replacement.

Below is the list of vendors who responded:
1. Goodyear Commercial Tire & Service Centers
2. T&W Tire LLC

The City of Edinburg has previously done business with Goodyear Commercial Tire & Service Centers and T & W Tire, LLC.

Staff has verified that Goodyear Commercial Tire & Service Centers and T & W Tire, LLC owe no monies to the City.

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

If approved, projected delivery is expected to be fulfilled as needed after issuance of the Purchase Order.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of New Tires From Goodyear Commercial Tire & Service Centers and T & W Tire, LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Based on Unit Prices as Listed.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Bid Recommendation
B. Goodyear Commercial Tire & Service Centers
C. T & W Tire, LLC
D. Bidders List
E. Agreement

THE CITY OF Edinburg

Purchase of New Tires (Re-Bid)

		Vendors:	Goodyear Commercial Tire & Service Centers	T and W Tire LLC
Drive Axle Tires			BuyBoard Contract No. 863-C1	
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**
12.1	11R22.5	94	$416.16	$620.62
12.2	315/80R22.5	1	$680.58	$832.37
12.3	425/65R22.5	1	$746.95	$887.04
Construction, Agriculture and Implement Tires				
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**
14.2	4-5-24	1	No Bid	No Bid
14.10	21x7-18 NMS	1	No Bid	No Bid
Specialty Tires "Fire Emergency Services"				
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**
15.1	10.00R20 Drive Tire	12	*	No Bid
15.2	10.00R20 Steering Tire	12	*	No Bid
15.3	11R22.5 Drive Tire	36	*	*
15.4	11R22.5 Steering Tire	36	*	*
15.5	11R24.5 Drive Tire	6	*	*
15.6	12R22.5 Drive Tire	36	*	*
15.7	12R22.5 Steering Tire	36	*	*
15.11	235/75R17.5	12	*	*
15.16	275/80R22.5	8	*	*
15.17	285/75R24.5	2	*	*
15.18	315/80R22.5	16	*	*
15.19	385/65R22.5	4	*	*
15.20	425/65R22.5	2	*	*
15.21	445/65R22.5	2	*	*
15.25	365/80R20	2	*	*
Specialty Tires "Pick Up Truck"				
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**
16.1	225/65R16	1	No Bid	$86.35
16.2	225/65R17	1	$143.97	$137.16
16.3	225/70R19.5	1	$288.06	$303.85
16.4	265/70R17	1	$175.50	$173.83
16.5	215/75R17.5	1	$362.72	*
16.6	LT215/75R15	1	$158.45	*
16.7	LT235/85R16	34	$128.52	$148.81
16.8	245/70R17	16	$159.04	$155.94
16.9	LT245/75R16	1	$144.06	$184.71
16.10	275/65R18	4	$192.18	$190.35
16.11	285/70/17	1	$187.92	$177.35
16.12	225/75R15	1	$110.83	*
16.13	235/70R16	32	$123.62	$122.45
16.14	265/70R16	4	$139.64	$142.33
16.15	245/75R17	1	$163.61	$159.00
16.16	LT285/70R17	1	$187.92	$196.71
16.17	205/75R15	1	No Bid	*

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

*GREEN "AWARD"

*RED "NO BID"

WRITTEN PRICE QUOTE

Purchase of New Tires (Re-Bid)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

DEADLINE TO SUBMIT: Monday, November 17, 2025 at 5:00 pm

SCOPE OF WORK

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

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

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

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

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

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY"**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS.** Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type of tires. Tires shall be radial, manufactured with steel cord casing and steel

cord belts or better, no blems or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

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

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

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

REQUIREMENTS

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

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

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

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

PRICING PROPOSAL

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
I.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
II.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
III.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
IV.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
V.	All Tires must have Full Width Protector Ply.	

VI.	All Tires must have at a minimum Three Steel Belt Construction	
VII.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
VIII.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G617 RSS, Endurance TSD and G662 Metro Miles.	
IX.	All Tires must have Curb Guards.	
X.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service.

Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.

(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)

12	**11R22.5**	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer Model No. & Tire Specs	Warranty
12.1	94	11R22.5	$416.16	$22.50	$15.50	N/A	Goodyear Workhorse MSD Code:138835691	Goodyear
12.2	1	315/80R22.5	$680.58	$22.50	$15.50	N/A	Goodyear Endurance TSD Code: 158805643	Goodyear
12.3	1	425/65R22.5	$746.95	$22.50	$15.50	N/A	Goodyear Workhorse MSA Code: 756160689	Goodyear

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	
	4-5-24	
	21x7-18 NMS	

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer Model No. & Tire Specs	Warranty
14.2	1	4-5-24		$22.50	N/A	N/A		
14.10	1	21x7-18 NMS		$22.50	N/A	N/A		

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
I.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
II.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	

III.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
IV.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
V.	All Tires must have Full Width Protector Ply.	
VI.	All Tires must have at a minimum Three Steel Belt Construction	
VII.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
VIII.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have a sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Miles.	
IX.	All Tires must have Curb Guards.	
X.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	
15.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE".** **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**	
	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

10.00R20	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**

11R24.5	Michelin XZY3 Goodyear G751 or approved equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 24/32nds
12R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds
235/75R17.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
275/80R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "G"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
285/75R24.5	Goodyear G399 LHS or approved Michelin equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 18/32nds
315/80R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
385/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
425/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
445/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
365/80R20				

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacture Model No. & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	$269.00	$22.50		$4.50	Vee Rubber VT113	Vee Rubber
15.2	12	10.00R20 Steering Tire	$259.00	$22.50		$4.50	Vee Rubber VT101	Vee Rubber
15.3	36	11R22.5 Drive Tire	$563.56	$22.50	$15.50	$4.50	Goodyear G182 RSD Code: 138803185	Goodyear
15.4	36	11R22.5 Steering Tire	$560.08	$22.50	$15.50	$4.50	Goodyear G751 MSA Code:138799576	Goodyear
15.5	6	11R24.5 Drive Tire	$658.78	$22.50	$15.50	$4.50	Goodyear EnduranceMSD Code:138813012	Goodyear
15.6	36	12R22.5 Drive Tire	$613.94	$22.50	$15.50	$4.50	Goodyear G622 RSD Code:138302265	Goodyear
15.7	36	12R22.5 Steering Tire	$622.32	$22.50	$15.50	$4.50	Goodyear G751 MSA Code: 138127576	Goodyear
15.11	12	235/75R17.5	$324.41	$15.50	$15.50	$2.50	Goodyear Kmax T Code:756680641	Goodyear
15.16	8	275/80R22.5	$719.25	$22.50	$15.50	$4.50	Goodyear G670 RV Code:756967050	Goodyear

15.17	2	285/75R24.5	$583.90	$22.50	$15.50	$4.50	Goodyear Endurance LHS Code:756405753	Goodyear
15.18	16	315/80R22.5	$533.49	$22.50	$15.50	$4.50	Goodyear G291 Code:756256420	Goodyear
15.19	4	385/65R22.5	$832.32	$22.50	$15.50	$4.50	Goodyear Armor Max MSA Code:756513897	Goodyear
15.20	2	425/65R22.5	$719.93	$22.50	$15.50	$4.50	Goodyear ArmorMax MSA Code:756160897	Goodyear
15.21	2	445/65R22.5	$928.35	$22.50	$15.50	$4.50	Goodyear ArmorMax MSA Code:756515897	Goodyear
15.25	2	365/80R20	$1007.32	$92.50	N/A	$17.50	Goodyear G275 MSA Code:756033288	Goodyear

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**		
Quality: All Tires Must Meet or Exceed the Following: Manufactured **for Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.		
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	
	All tires must have a Load Index Rating above "100"	
	All tires must have a minimum of 10ply rating	

	All tires must be All Terrain Tires AT/S unless specified different							
Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacture Model No. & Tire Specs	Warranty
16.1	1	225/65R16		$9.50	$9.50	N/A		
16.2	1	225/65R17	$143.97	$9.50	$9.50	N/A	Goodyear D Workhorse AT Code:481267855	Goodyear
16.3	1	225/70R19.5	$288.06	$15.50	$15.50	N/A	Goodyear G647 RSS Code:139172053	Goodyear
16.4	1	265/70R17	$175.50	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481535855	Goodyear
16.5	1	215/75R17.5	$362.72	$15.50	$15.50	N/A	Goodyear Kmax S Code:756912750	Goodyear
16.6	1	LT215/75R15	$158.45	$9.50	$9.50	N/A	Goodyear D WRL HT OL Code:744154900	Goodyear
16.7	34	LT235/85R16	$128.52	$9.50	$9.50	N/A	Goodyear E Workhorse HT Code:131745944	Goodyear
16.8	16	245/70R17	$159.04	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code: 481120855	Goodyear
16.9	1	LT245/75R16	$144.06	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481103855	Goodyear
16.10	4	275/65R18	$192.18	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481965856	Goodyear
16.11	1	285/70R17	$187.92	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481096856	Goodyear
16.12	1	225/75R15	$110.83	$9.50	$9.50	N/A	Goodyear LR-E Endurance Code:724857519	Goodyear
16.13	32	235/70R16	$123.62	$9.50	$9.50	N/A	Goodyear SL WorkhorseAT Code:480043856	Goodyear
16.14	4	265/70R16	$139.64	$9.50	$9.50	N/A	Goodyear SL WorkhorseAT Code:480045856	Goodyear
16.15	1	245/75R17	$163.61	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481104855	Goodyear
16.16	1	LT285/70R17	$187.92	$9.50	$9.50	N/A	Goodyear E Workhorse AT Code:481096856	Goodyear
16.17	1	205/75R15		$9.50	$9.50	N/A		

SERVICE CALLS		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
19.	All tires must have been produced within the last 12 months prior to delivery	

20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	
	b. Tires must be delivered within four hours of order.	
	c. Bid price will include all costs including fees for fuel or delivery charge.	
	d. There is no minimum or maximum order quantity.	
	e. Pricing will be held for the term of the contract.	

Co-Op Contract Name and No. State of Texas Contract No. 863-C1 Tires and Tubes

Vendor Name: The Goodyear Tire & Rubber Company **Name:** Juan Dominguez

Signature:

WRITTEN PRICE QUOTE

Purchase of New Tires
(Re-Bid)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

DEADLINE TO SUBMIT: Monday, November 17, 2025 at 5:00 pm

SCOPE OF WORK

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

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

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

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

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

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE; Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the MANUFACTURER AND SHALL CARRY THE COMPANY NAME; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY", unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)** PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type of tires. Tires shall be radial, manufactured with steel cord casing and steel

cord belts or better, no blems or seconds. They also must be manufactured using GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED. Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

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

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

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

REQUIREMENTS

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

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

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

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

PRICING PROPOSAL

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**		
Quality: Tires SHALL BE TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed.		
I.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
II.	The tires shall be new; TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY" produced by a listed manufacturer and carry the company name.	
III.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
IV.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
V.	All Tires must have Full Width Protector Ply.	

VI.	All Tires must have at a minimum Three Steel Belt Construction	
VII.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
VIII.	All Tires must have Side Wall Wear indicators.	
IX.	All Tires must have Curb Guards.	
X.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service.

Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.

(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)

12	**11R22.5**	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770; T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range "H"	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range "L"	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved & accepted by the City of Edinburg	Load Range "L"	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer Model No. & Tire Specs	Warranty
12.1	94	11R22.5	620.62	45.00	48.00	150.00 1-Axle	190423 tWorks D	
12.2	1	315/80R22.5	832.37	45.00	48.00	150.00 1-Axle	55576 tWorks XDY	
12.3	1	425/65R22.5	887.04	45.00	48.00	150.00 1-Axle	40321 4273	

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES								INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.								
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.							
	4-5-24							
	21x7-18 NMS							
Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer Model No. & Tire Specs	Warranty
14.2	1	4-5-24	N/A	N/A	N/A	N/A	N/A	N/A
14.10	1	21x7-18 NMS	N/A	N/A	N/A	N/A	N/A	N/A

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY, unless otherwise noted and accepted by the City, prior to the submittal of the bid. (MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)		
Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed.		
I.	All Tires Must Meet or Exceed the Following: Manufactured for Extreme Service Applications; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
II.	The tires shall be new; TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by a listed manufacturer and carry the company name.	

III.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
IV.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
V.	All Tires must have Full Width Protector Ply.	
VI.	All Tires must have at a minimum Three Steel Belt Construction	
VII.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
VIII.	All Tires must have Side Wall Wear indicators.	
IX.	All Tires must have Curb Guards.	
X.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	
15.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE".** **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**	
	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

10.00R20	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**

11R24.5	Michelin XZY3 Goodyear G751 or approved equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 24/32nds
12R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds
235/75R17.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "H"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
275/80R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "G"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
285/75R24.5	Goodyear G399 LHS or approved Michelin equal & accepted by the City of Edinburg	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 18/32nds
315/80R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
385/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
425/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
445/65R22.5	Michelin XZY3 or approved Goodyear equal & accepted by the City of Edinburg	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
365/80R20				

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacture Model No. & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	N/A	N/A	N/A	N/A	N/A	N/A
15.2	12	10.00R20 Steering Tire	N/A	N/A	N/A	N/A	N/A	N/A
15.3	36	11R22.5 Drive Tire	609.62	45.00	48.00	10.00	10423 XWorks D	6 mo. Road Hazard
15.4	36	11R22.5 Steering Tire	609.07	45.00	48.00	10.00	15701 XWorks 2	6 mo. Road Hazard
15.5	6	11R24.5 Drive Tire	645.94	45.00	48.00	10.00	02703 XWorks D	6 mo. Road Hazard
15.6	36	12R22.5 Drive Tire	729.19	45.00	48.00	10.00	24674 Amoni gap D	N/A
15.7	36	12R22.5 Steering Tire	706.86	45.00	48.00	10.00	11073 XWorks 2	6 mo. Road Hazard
15.11	12	235/75R17.5	424.18	45.00	48.00	10.00	139824679 Reg. RHS	N/A
15.16	8	275/80R22.5	531.30	45	48.00	10.00	55895 4262	N/A

15.17	2	285/75R24.5	580.02	45.00	48.00	10.00	7564057 End. LHS	N/A
15.18	16	315/80R22.5	348.54	45.00	48.00	10.00	64204 Works 2	6mo. Road Hazard
15.19	4	385/65R22.5	783.86	45.00	48.00	10.00	53779 4243	N/A
15.20	2	425/65R22.5	887.44	45.00	48.00	10.00	40321 4243	N/A
15.21	2	445/65R22.5	954.80	45.00	48.00	10.00	83691 4243	N/A
15.25	2	365/80R20	870.39	45.00	48.00	10.00	0574015 MPT81	N/A

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY</u>, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE MODEL SPECIFICATIONS AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING THE MODEL PROPOSED AND ALL ITS APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED AS THE ALTERNATE SPECIFICATION.)**		
Quality: Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY</u>. Suppliers may be required to submit proof that tires offered meet the specification listed.		
I.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
II.	The tires shall be new; <u>TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by a listed manufacturer and carry the company name.	
III.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
IV.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
V.	All Tires must have Full Width Protector Ply.	

VI.	All Tires must have at a minimum Three Steel Belt Construction	Edit
VII.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	Edit
VIII.	All Tires must have Side Wall Wear indicators.	Edit
IX.	All Tires must have Curb Guards.	Edit
X.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	Edit
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **<u>All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u>**	Edit
	All tires must have a Load Index Rating above "100"	Edit
	All tires must have a minimum of 10ply rating	Edit
	All tires must be All Terrain Tires AT/S unless specified different	

Item	Estd Qnty	Tire Sizes	Bid Price per unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacture Model No. & Tire Specs	Warranty
16.1	1	225/65R16	86.35	15.00	20.00	99.00	407786374 Assurance A/S	65,000 mi
16.2	1	225/65R17	137.46	15.00	20.00	99.00	480757856 WRL Wrk2	50,000 mi
16.3	1	225/70R19.5	303.55	45.00	48.00	150.00	139755205 B622 RSD	N/A
16.4	1	265/70R17	173.83	15.00	20.00	99.00	481535855 WH A/T	50,000 mi
16.5	1	215/75R17.5	301.82	45.00	48.00	150.00	139009674 End. RSA	N/A
16.6	1	LT215/75R15	160.01	15.00	20.00	99.00	411154177 WRL A/T	N/A
16.7	34	LT235/85R16	148.81	15.00	20.00	99.00	481745555 WRL A/T	50,000 mi
16.8	16	245/70R17	155.94	15.00	20.00	99.00	481208355 WRL WH	50,000 mi

16.9	1	LT245/75R16	184.71	15.00	20.00	99.00	748103572 WRL A/T	60,000 mi
16.10	4	275/65R18	190.35	15.00	20.00	99.00	481965856 WRL WH	50,000 mi
16.11	1	285/70R17	177.35	15.00	20.00	99.00	481096856 WRL WH	50,000 mi
16.12	1	225/75R15	107.71	15.00	20.00	N/A	724857SR Endurance	N/A
16.13	32	235/70R16	122.45	15.00	20.00	99.00	480043856 WRL WH	50,000 mi
16.14	4	265/70R16	142.22	15.00	20.00	99.00	480045856 WRL WH AT	50,000 mi
16.15	1	245/75R17	159.00	15.00	20.00	99.00	481104855 WRL WH A/T	50,000 mi
16.16	1	LT285/70R17	196.21	15.00	20.00	99.00	748096572 WRL A/T	55,000 mi
16.17	1	205/75R15	95.31	15.00	20.00	N/A	724865519 Endurance	N/A

SERVICE CALLS		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
19.	All tires must have been produced within the last 12 months prior to delivery	
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	
	b. Tires must be delivered within four hours of order.	
	c. Bid price will include all costs including fees for fuel or delivery charge.	
	d. There is no minimum or maximum order quantity.	
	e. Pricing will be held for the term of the contract.	

Co-Op Contract Name and No. Texas Boy Board 729-24

Vendor Name: T+W Tire LLC **Name:** Steve de la Garza

Signature:

Bidders List

Fleet Solutions, LLC.
3101 N. Toledo
Pharr, Texas 78577
1jcura@gmail.com

J&S Tire & Truck Service
213 S 23rd St
McAllen, TX 78501
Jamesgonzalez39.jg@gmail.com

Southern Tire Mart
345 W. Expressway 83
Pharr, Texas 78577
Pharr486@stmtires.com
Richard.conwill@stmtires.com

Pueblo Tires
620 W. University Drive
Edinburg, Texas 78539
edinburg@pueblotires.com

Rios Tire & Wheels LLC
143 W Nolana Ave
McAllen, Texas 78504
info@riostiresandwheels.net

Discount Tire Co.
4109 S. McColl Road
Edinburg, Texas 78539
txc_19mgr@discounttire.com
customerrelations@discounttire.com

Goodyear Auto Service Center
4201 N. 23rd Street
McAllen, Texas 78504-4108
SBRIONES@goodyear.com
michelle_may@goodyear.com
dustinturner@goodyear.com

Cornerstone Tire
5107 S. Jackson Road
Edinburg, Texas 78539
info@cornerstonetire.com

T & W Tire
403 E. Expressway 83
Pharr, Texas 78577
pharr@tandwtire.com
eguerrero@tandwtire.com

CC TRUCKERS
Rosie@cctruckers.com

RGV Tire Pros
valvoline@rgvtirepros.com

TTM Tires LLC
jesseg@thetireman.net

Texas Tires
6021 N Expressway 281
Edinburg, TX 78542
956-383-8473
texastires05@sbcglobal.net

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR THE PURCHASE OF NEW TIRES

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

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

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

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

SECTION III
RESPONSIBILITY OF THE CITY

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

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibit "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

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

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

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

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. Vendor shall submit all invoices to City in accordance with City regulations. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

d. Any Services are defective, requiring correction or replacement;

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

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

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

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

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

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2026.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

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

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

G. Upon expiration of the term of this Agreement or suspension of Services hereunder this Agreement due to NON-APPROPRIATION, Vendor shall continue from month to month at current contracted rates until such time as a final agreement has been entered into with a new vendor and a transition of services effectuated. If Vendor is unable or unwilling to accept a month to month term then the vendor shall remain in place for a period of no less than 15 calendar days to allow for the City to obtain the services of another entity.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

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

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

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this 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 Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

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

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

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

SECTION X
INDEMNIFICATION

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

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

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

SECTION XII
AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

City of Edinburg

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

With a copy to:

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

(b) Notices to Vendor:
Name:
Address:
Phone:
Email:

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

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

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

VENDOR

BY:_____
Name:
Address:
Phone:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.H.
Purchase of Headworks Bridge Crane Through BuyBoard

1. **Agenda Item:**
Consider Authorizing the Purchase of the Headworks Bridge Crane from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24 in the Amount Not to Exceed $92,400.00. [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 (Buy Board), 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 Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

This purchase will allow for the replacement of the existing, non-operable Headworks Bridge Crane. At present, staff must outsource the rental of a truck-mounted crane to remove the 100 HP submersible pumps from the Headworks Plant Lift Station for maintenance and repair activities. Replacing the bridge crane will eliminate the need for external crane rentals, improving operational efficiency and reducing ongoing costs.

The purchase was included as part of the Department's operational plan during the FY 2025-2026 budget process and will assist with overall operational efficiencies for the Wastewater Treatment Plant.

Funding is available in the Wastewater Treatment Plant FY 2025-2026 Capital Outlay Budget. The City of Edinburg has previously done business with the vendor Southern Trenchless Solutions. The City has verified no monies are owed to the city by the vendor.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of the Headworks Bridge Crane from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed $92,400.00.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 12/26/2025	Mirelda Garza Ramirez,
Tomas Reyna, Assistant City Manager	Final Approval - 12/26/2025	Administrative Specialist

Attachments:
A. Agreement

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND SOUTHERN TRENCHLESS SOLUTIONS FOR THE HEADWORKS BRIDGE CRANE

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

RECITALS

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

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

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

SECTION I
EMPLOYMENT OF CONTRACTOR

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

SECTION II
WORK OF CONTRACTOR

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

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

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

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

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

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

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

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

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

SECTION IV

PAYMENT AND FEES

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

A. City hereby agrees to pay a sum not to exceed $**92,400.00 as listed in Exhibit A** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

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

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

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

defective Work;

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

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

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

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

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

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

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

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

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than **270** calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

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

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

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

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

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

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the

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

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

SECTION VII
SCHEDULE REQUIREMENTS

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

SECTION VIII
WRITTEN NOTICE OF ISSUE

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

SECTION IX
NO DAMAGE FOR DELAY

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

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

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

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

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

SECTION XII
CONTRACT DOCUMENTS

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

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

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

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and

monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

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

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

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

F. Evidence of the above insurance coverage is attached as Exhibit “B” and the City shall be listed as an additional insured.

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

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

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

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

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature

or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

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

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

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

SECTION XVII
INDEMNIFICATON

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

B. Contractor agrees to assist City in defense of claims or litigation brought against

the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

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

SECTION XIX
AGREEMENT CONSTRUCTION

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

SECTION XX
NO PENDING LITIGATION

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

SECTION XXI
SEVERABILITY

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

SECTION XXII
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Contractor:

Southern Trenchless Solutions
1200 W Exp 83
La Feria, Texas 78559
(956) 277-0354

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

SECTION XXIII
NON-APPROPRIATIONS

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

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

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

SECTION XXIV
SUCCESSORS AND ASSIGNS

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

SECTION XXV
CONFLICT OF TERMS

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

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

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be

deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2026.

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:

Josephine Ramirez-Solis

BY:_____
Josephine Ramirez-Solis
City Attorney

SOUTHERN TRENCHLESS SOLUTIONS

BY:_____
Ramon Closner
1200 W Expressway 83
La Feria, Texas 78559
Phone: (956) 277-0354

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

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 12/10/2025

Quote # 25-896-196

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Project: City of Edinburg
3 Ton SG-TRE-DD Hoist

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	566	3 Ton SGG-TRE-DD Hoist (Parts & Labor) (Payment & Performace Bonds Included In Quote)	250	LB	369.60	92,400.00

Total **$92,400.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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

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

PRODUCER	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
P. O. Box 625	E-MAIL ADDRESS: mindy@mcafeeagency.com	
321 Second Street	INSURER(S) AFFORDING COVERAGE	NAIC #
Mercedes TX 78570	INSURER A : Indian Harbor Ins. Co.	
INSURED	INSURER B : Clear Blue Insurance Company	28860
Southern Trenchless Solutions, LLC, DBA: Blue Green Municipal	INSURER C : Texas Mutual Ins. Co.	22945
P. O. Box 8084	INSURER D : Hanover Insurance Company	22292
	INSURER E :	
Weslaco TX 78599	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ESG006564501	04/17/2025	04/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YTX009627-00	04/17/2025	04/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
A	[ ] **UMBRELLA LIAB** [ ] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS006564401	04/17/2025	04/17/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272586	07/12/2025	07/12/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine			IHD A392425-11	08/13/2024	08/13/2025	Leased/Rented from Others	300,000

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

Project: City of Edinburg

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 6, 2026
CONSENT AGENDA
Agenda Item No: 10.I.
Purchase of Two Non-Potable Pumps for Wastewater Treatment Plant

1. **Agenda Item:**
Consider Authorizing the Purchase of Two (2) Non-Potable Pumps From Lewis Electric Motors & Pumps, Inc, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25, in the Amount Not to Exceed $87,567.60. [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 Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The pumps supply non-potable water throughout the wastewater treatment plant for removing debris from equipment and structures. They also deliver water to the sludge management facility, a critical component of the plant's treatment process. Purchasing these pumps ensures consistent water accessibility, improves operational efficiency, and supports the long-term reliability of essential plant systems.

The purchase was included as part of the Department's operational plan during the FY 2025-2026 budget process and will assist with overall operational efficiencies for the Wastewater Treatment Plant.

Funding is available through the FY 2025-2026 Capital Outlay Budget, Utilities Department - Wastewater Plant Division. The City of Edinburg has previously done business with the vendor Lewis Electric Motors & Pumps, Inc. The City has verified no monies are owed to the city by the vendor.

3. **Staff's Recommendation:**
Approve the purchase of two (2) non-potable pumps from Lewis Electric Motors & Pumps, Inc, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 770-25, in the Amount Not to Exceed $87,567.60.

Reviewed by: **Prepared by:**
Gerardo Carmona, Director of Utilities Approved - 12/26/2025
Tomas Reyna, Assistant City Manager Final Approval - 12/26/2025

Attachments:
A. Non-Potable Pumps Quote



Lewis Electric Motors & Pumps, Inc.
3300 Spur 54
P.O. Box 1591
Harlingen,TX 78552
(956) 423-4273
lewiselectricmotors.com

Quote

Contact	Customer Number	Quote Date	Quote Number
	03266	12/4/2025	SQ2199

Quote To:

CITY OF EDINBURG
P.O. Box 1079
Edinburg ., TX 78540

Ship To:

CITY OF EDINBURG
P.O. Box 1079
Edinburg ., TX 78540

FOB

Ship Via	Terms	Quoted By	Customer RFQ	Customer PO
Bestway	Net 30	Enrique Mendez		

Product ID	Qty	Description	Sales Price		Total
Goulds 9RCHC	2	Discharge Head: 6", 125# flange (flat face)Carbon Steel Bolting for Head/Can MountingJohn Crane 5610 XF551O58H Mechanical Seal1.5" Lineshaft, Vesconite Seal Bearing, 416SS headshaft, Threaded CouplingBowl Assembly: ASTM A 48 Class 35B Cast Iron and Glass Enamel Lined Bowls, 1-1/2" 416SS Bowl Shaft, and 316SS Bolting/Hardware316 Stainless Steel ImpellersVesconite suction bearing, discharge bowl bearing, and intermediate bowl bearingIncludes Galvanized Steel Clip-On Basket Strainer/Vortex SuppressorColumn pipe: 6" A53B Carbon Steel Column, Threaded Piping, 2.5" Enclosing Tube for water flush1-1/2" 416SS Lineshaft with 416SS Lineshaft CouplingsBronze Lineshaft Bearings120" Max Column SpacingTnemec 141 (8 mils) coating included on bowl OD, Column ID and OD, Head ID and ODMotor: use existingPump Can: use existingCoupling: new coupling needs to be included/supplied by others	38,365.60		76,731.20
Freight	1	Freight	2,400.00		2,400.00
HO30P2BLG	2	US Nidec Motor, 30HP, 1800RPM, 16.5" Base, WPI Enclosure	4,218.20		8,436.40

BuyBoard #770-25
Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
A Restocking Fee May Apply On Returned Items.
Quote is valid for 30 days.

Subtotal:		**87,567.60**
Freight:		**0.00**
Other:		**0.00**
0.0000 %	Sales Tax 1:	**0.00**
0.0000 %	Sales Tax 2:	**0.00**
Total:		**87,567.60**

Thank You!

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

