EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

SPECIAL MEETING AGENDA
MARCH 5, 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. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- Hometown of Heroes 6th Annual Half Marathon
- Edinburg Municipal Court Amnesty Program and Mobile Court

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Juan Jose Flores, Systems Manager, Utilities/Systems Department, for his 35 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing Joel Pulido, Police Officer 3, Police Department, for his 28 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing the RGV Flames 11U Black Team for winning 1st place at the 7th Annual Capelli 210 Countdown Classic Tournament in San Antonio. [Clarice Y. Balderas, City Secretary]

7. 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.

8. ORDINANCES

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez, Representative of South Texas Health System Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

C. Consider Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino, on Behalf of Sacred Heart Church Edinburg. [Jaime Acevedo, Director of Planning and Zoning]

D. Consider Ordinance Providing for a Temporary Special Use Permit for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jaime Acevedo, Director of Planning and Zoning]

E. Consider the Ordinance Providing for the Voluntary Annexation of a 0.918 Acre Parcel Out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, Located at 1099 E. FM 2812, as Requested by Box Family Limited Partnership, LTD. [Jaime Acevedo, Director of Planning & Zoning]

9. VARIANCES

A. Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase II Subdivision, Being a Subdivision of 16.701 Acres Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, According to the Plat Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4498 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

B. Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

10. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000.00 as Requested by the Edinburg Chamber of Commerce. [Raudel Garza, EEDC Executive Director]

11. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) and removing Appendix Structural Organizational Charts. [Erica A. Balli, Director of Human Resources/Civil Service]

B. Consider Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Waukesha – Pearce Industries, LLC, for the Bi-Annual Maintenance Service Agreement for City Wide Generators, to Include the Amended List of Generators at the Unit Listed Price, to Renew for One (1) additional year and Execute All Documents Relating Thereto. [Vincent Romero, Public Works Director]

C. Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service. [Jaime Ayala, Police Chief]

D. Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law (S.B. Number 1074). [Jaime Ayala, Police Chief]

E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of The Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

G. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

H. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Water Resource Feasibility Study and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

I. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the North Booster Station Upgrades Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

J. Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters, as a Sole Source purchase, from Aguaworks Pipe & Supply, LLC., for an Amount Not to Exceed $49,920.00, Funded Through the Community Development Block Grant Program (CDBG), Grant No. B-25-MC-48-0503, and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

K. Consider Authorizing the Repairs to the Existing Bulk Chemical Containment Walls at the Downtown Water Plant from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 730-24 in the Amount Not to Exceed $54,350.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

L. Consider Awarding RFP No. 2026-004, Drug and Alcohol Testing Services, to DTM Laboratories, LLC. and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]

12. OTHER BUSINESS

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

13. EXECUTIVE SESSION

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

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)

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

C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. 1. Sugar Road Detention Project. 2. Workforce Resource Center. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

D. Discussion of Duties, Responsibilities, Remuneration, and Possible Action Regarding Appointment of the City Attorney. (§552.074 Personnel Matters and §551.071 Consultation with Attorney; Closed Meeting).

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

OPEN SESSION

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

14. ADJOURNMENT

I hereby certify this Notice of a City Council Special 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 February 26, 2026 at 5:30 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: March 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.A.
Proclamation: Juan Jose Flores

1. **Agenda Item:**
Presentation of Proclamation Recognizing Juan Jose Flores, Systems Manager, Utilities/Systems Department, for his 35 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Juan Jose Flores, Systems Manager Utilities/Systems Department, for his 35 years of service to the City of Edinburg.

The Edinburg City Council would like to recognize Juan Jose Flores for being a loyal, dedicated employee of the City of Edinburg for the past 35 years.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Juan Jose Flores, Systems Manager Utilities/Systems Department, for his 35 years of service.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Juan Jose Flores

PROCLAMATION



JUAN JOSE FLORES
SYSTEMS MANAGER
UTILITIES/SYSTEMS DEPARTMENT

WHEREAS, Mr. Juan Jose Flores was hired by the City of Edinburg Utilities/Systems Department on July 9, 1990, as a serviceman/foreman; and,

WHEREAS, on November 16, 1998, Juan Jose Flores was promoted to Collection/Distribution Supervisor; and,

WHEREAS, on January 24, 2000, Mr. Flores was promoted to Systems Superintendent; and,

WHEREAS, on October 5, 2020, Mr. Flores's position was reclassified to Systems Manager; and,

WHEREAS, Mr. Flores attended numerous trainings where he received/held the following certificates: Certificate of Training: TX A&M University Systems-Water and Wastewater Training; City of Edinburg-NTC Supervisor Training; Certificate of Attendance: M&H/ Kennedy Valve; Texas Municipal League Intergovernmental Risk Pool; Employment Law Seminar; Edinburg Volunteer Fire Department-ICS-400,300; Emergency Management Institute-FEMA-IS-700.a; FEMA-IS-800.b; and Certificate of Completion: Texas Department of Health; Texas Natural Resources Conservation Commission; Certificates of Employee Appreciation; and numerous City of Edinburg Training Acknowledgements and,

WHEREAS, Mr. Juan Jose Flores received/held the following Certification Licenses: Class B Water Distribution Operator License; Customer Service Inspector License; Water Distribution Operator License; Class III Wastewater Collection Operator License; and,

WHEREAS, Mr. Flores was awarded letters of commendation/appreciation; and Employee of the Month-July 2008; and,

WHEREAS, on January 30, 2026, after 35 years of service Mr. Juan Jose Flores retired from the City of Edinburg.

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

JUAN JOSE FLORES
SYSTEMS MANAGER
UTILITIES/SYSTEMS DEPARTMENT

for his years of loyalty; and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish him a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.B.
Proclamation: Joel Pulido, Police Officer 3

1. **Agenda Item:**
   Presentation of Proclamation Recognizing Joel Pulido, Police Officer 3, Police Department, for his 28 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

   Joel Pulido, Police Officer 3 with the Edinburg Police Department, is retiring with 28 years of service.

   The Edinburg City Council would like to recognize Officer Joel Pulido for being a loyal, dedicated employee of the City of Edinburg for the past 28 years.

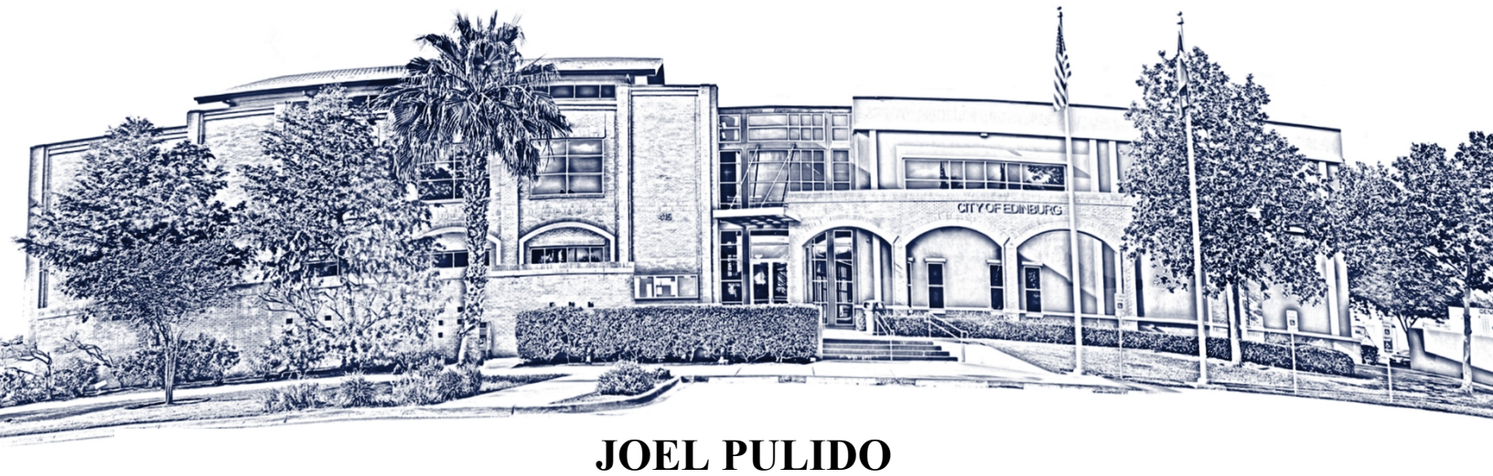
3. **Staff's Recommendation:**
   Present Proclamation Recognizing City of Edinburg Retiree, Officer Joel Pulido for 28 years of Service to the City of Edinburg.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Police Officer 3 Joel Pulido

PROCLAMATION



JOEL PULIDO
POLICE OFFICER 3
POLICE DEPARTMENT

WHEREAS, Mr. Joel Pulido was employed by the City of Edinburg Public Safety/Police Department on June 02, 1997, as Dispatcher; and,

WHEREAS, on January 4, 2002, Mr. Joel Pulido transferred to Police Officer 1; and,

WHEREAS, on January 4, 2003, Police Officer I Joel Pulido was promoted to Police Officer 2; and,

WHEREAS, on November 20, 2017, due to Meet and Confer agreement Police Officer 2 Joel Pulido was reclassified to Police Officer 3; and,

WHEREAS, during his service with the city Police Officer 3 Joel Pulido attended numerous trainings where he received/held the following certificates: Certificates of Achievement: Texas Commission on Law Enforcement; and The State of Texas Silent Hero-State Emergency Communications; Certificate of Attendance: Texas Municipal League Intergovernmental Risk Pool; Certificates of Completion: Texas A&M Engineering Extension Service; Texas Department of Public Safety; Texas association of Property and Evidence Inventory Technicians; Power Phone Law Enforcement Dispatch/Crisis Communications Training Program; Texas Department of Public Safety Law Enforcement Academy; Hidalgo County Sheriff's Academy; and American Law Enforcement Radar & Training; Certificate of Training: Texas Forensic Associates; and FEMA-IS-00200.C; and,

WHEREAS, Police Officer 3 Joel Pulido received/held the following Certification Licenses: Telecommunication Operator License, Intermediate Peace Officer Certification License, Advanced Peace Officer License, and Master Peace Officer License; and,

WHEREAS, Officer Pulido was awarded numerous City of Edinburg Acknowledgments of Training: Certificates of Employee Appreciation, and received various Commendation Letters; and,

WHEREAS, on January 5, 2026, after 28 years of service Police Officer 3 Joel Pulido retired from the City of Edinburg.

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

JOEL PULIDO
POLICE OFFICER 3
POLICE DEPARTMENT

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish him a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2026.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Omar Ochoa, Mayor

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.C.
Proclamation: RGV Flames 11U Black

1. **Agenda Item:**
   Presentation of Proclamation Recognizing the RGV Flames 11U Black Team for winning 1st place at the 7th Annual Capelli 210 Countdown Classic Tournament in San Antonio. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The RGV Flames Volleyball and Basketball club is based in Edinburg, Texas, and locally owned by Charlie Lopez.

   Through determination, unity, and excellence on the court, the RGV Flames 11U Black emerged as 1st Place Champions, earning the distinction of being ranked #1 out of 96 teams competing in the tournament.

   The Edinburg City Council proudly recognizes the RGV Flames 11U Black for their achievements.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing the RGV Flames 11U Black Team for winning 1st place at the 7th Annual Capelli 210 Countdown Classic Tournament in San Antonio.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. RGV Flames 11U Black

PROCLAMATION



RGV FLAMES 11U BLACK

WHEREAS, the RGV Flames Volleyball and Basketball club is based in Edinburg, Texas, and is locally owned by Charlie Lopez; and,

WHEREAS, the RGV Flames 11U Black volleyball team demonstrated exceptional athletic skill, perseverance, and sportsmanship by competing in the 7th Annual Capelli 210 Countdown Classic Tournament held in San Antonio, Texas, one of the most competitive youth volleyball tournaments in the state; and,

WHEREAS, this prestigious tournament brought together 96 elite teams from across Texas, including teams from San Antonio, Laredo, La Vernia, Austin, McAllen, and surrounding regions, showcasing the highest level of youth competition; and,

WHEREAS, through determination, unity, and excellence on the court, the RGV Flames 11U Black emerged as 1st Place Champions, earning the distinction of being ranked #1 out of 96 teams competing in the tournament; and,

WHEREAS, this remarkable accomplishment reflects the commitment of the athletes, the guidance of their coaches, the support of their families, and the strength of the Edinburg community that continues to invest in youth development, leadership, and sportsmanship; and,

WHEREAS, the RGV FLAMES 11U Black team is made up by an outstanding group: #24 Maia Mancillas, #14 Valentina Herrera, #11 Ayana Vinoj, #10 Aracely Beltran, # 8 Razlyn Lladoc-Rodriguez, #20 Denelli Mae Torres, # 4 Lillian Salinas, # 7 Alexa Rios, #5 Penelope Ocanas, and # 17 Brieanna Buenrostro. The team is led by Head Coach Alexa Beltran and Assistant Coach Gabby Moreno; and,

WHEREAS, the Edinburg City Council proudly recognizes the RGV Flames 11U Black for their achievements, whose dedication, discipline, and teamwork brings honor to the community.

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

RGV FLAMES 11U BLACK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
ORDINANCES
Agenda Item No: 8.A.
Ordinance: Special Use Permit- "57th Annual Fiesta Edinburg Event"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena. This request is being coordinated through the Planning & Zoning, Parks and Recreation, Police, Solid Waste Management, Public Works, Fire, and Code Enforcement Departments.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, with the conditions that the events meets all City requirements.

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. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 05/05/2026
DATE PREPARED – 02/12/2026

STAFF REPORT

GENERAL INFORMATION

APPLICATION:	Temporary special use permit for the "57th Annual Fiesta Edinburg Event".
APPLICANT:	Edinburg Chamber of Commerce
AGENT:	Ronnie Larralde, Executive Director
LEGAL:	Being Lot 1, Edinburg Arena Subdivision
LOCATION:	4900 South I69C
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Bert Ogden Arena
PROPOSED USE OF PROPERTY:	Festival / Concert / Parade
EXISTING LAND USE/ ADJACENT ZONING:	North –Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Commercial General (CG) District
ACCESS AND CIRCULATION:	This property has access to South I-69C and East Alberta Road
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "57th Annual Fiesta Edinburg Event". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"57TH ANNUAL FIESTA EDINBURG EVENT"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "57th Annual Fiesta Edinburg Event".

1. **Duration:** The proposed days and hours requested by the applicant are on Thursday, March 5, 2026, to Sunday, March 8, 2026, from 6:00 a.m. to 11:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

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

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

February 10, 2026

Ms. Myra Ayala
[redacted]

Dear Ms. Ayala:

I would like to request assistance with various resources from the City of Edinburg for the 56th annual Fiesta Edinburg celebration being held at Bert Ogden Arena, 4900 S. I-69C in Edinburg. The festival will take place from Thursday, March 5, 2026, through Sunday, March 8, 2026, entertaining the public with live music, immersive attractions, and an engaging experience for the whole family to enjoy.

We are formally requesting the waiver of fees for city staff, city equipment, and the use of Bert Ogden Arena in support of this event.

For an event of this scale, we seek continued collaboration with the City of Edinburg, specifically requesting support in the form of staffing and equipment, along with fee waivers, to ensure the success of Fiesta Edinburg 2026. The following city departments are requested to provide assistance: Police, Fire, Parks, Library, Public Works, and Solid Waste.

The Edinburg Chamber of Commerce Special Events Committee will work closely with City staff, including the Fire and Police Departments, to finalize all event details in the coming weeks to ensure a safe and enjoyable experience for all. Attached are the Special Use Permit Application and Chamber liability insurance for your reference.

I want to thank you for your continued support of the Chamber's programs. It has been a pleasure working with the City of Edinburg to bring these impactful events to the community. Should you have any questions regarding Fiesta Edinburg 2026, please feel free to contact me.

Sincerely,

Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce

[redacted]

FIESTA EDINBURG

MUSIC FESTIVAL ✱ EST. 1968

TWO NIGHTS. TWO HEADLINERS.



RANDY ROGERS BAND

FRIDAY
MARCH 6
2026



SATURDAY
MARCH 7,
2026

MARCH 5-8, 2026

BERT OGDEN ARENA

4900s I-69C, Edinburg, TX 78539

Fiesta Edinburg is back with a full weekend of live music, culture, and celebration.

FOR MORE INFORMATION VISIT EDINBURG.COM OR CALL (956) 383-4974

BUY TICKETS

EDINBURG Economic Development Corporation

EDINBURG CHAMBER OF COMMERCE

Together let's drive
Fiesta Chevrolet Edinburg

THE CITY OF Edinburg

EXPLORE EDINBURG

FIESTA EDINBURG

MUSIC FESTIVAL ✱ EST. 1968

FESTIVAL MAP

- FOOD VENDORS
- RESTROOM
- CARNIVAL PARKING
- CONCERT PARKING
- FESTIVAL GROUNDS
- ALL TRAFFIC ENTRY
- EVENT ENTRANCE
- CONCERT PARKING ENTRANCE
- CARNIVAL PARKING ENTRANCE
- RIDESHARE ENTRANCE
- ADA PARKING
- EXIT ONLY/ NO ENTRY
- ROAD CLOSURE
- RIDESHARE DROP OFF



STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Ronnie Larralde on behalf of Edinburg Chamber of Commerce, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Edinburg Chamber of Commerce, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 5, 2026, for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 5th day of March, 2026.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

By: _____
Josephine-Ramirez Solis, City Attorney

"57th Annual Fiesta Edinburg Event"
Indemnitor

BY: _____
Ronnie Larralde on behalf of
Edinburg Chamber of Commerce

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "57TH ANNUAL FIESTA EDINBURG EVENT" TO BE HELD FROM THURSDAY, MARCH 5, 2026, TO SUNDAY, MARCH 8, 2026, AT BERT OGDEN ARENA, BEING LOT 1, EDINBURG ARENA SUBDIVISION, LOCATED AT 4900 SOUTH I 69 C, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Edinburg Chamber Commerce, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Edinburg Chamber of Commerce for the"57th Annual Fiesta Edinburg Event" to be held from Thursday, March 5, 2026, to Sunday, March 8, 2026, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Thursday, March 5, 2026, to Sunday, March 8, 2026, from 6:00 a.m. to 11:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

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

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March, 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: March 5, 2026
ORDINANCES
Agenda Item No: 8.B.
Ordinance: Special Use Permit - "4th Annual Eddy's Safari Run 5K and 2K"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez, Representative of South Texas Health System Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The applicant is requesting a Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, at South Texas Health System Children's Hospital, located at 1102 West Trenton Road. The event will start at 6:00 a.m. and end at approximately 12:00 noon. This request is being coordinated with several City departments, including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Management Department.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for the"4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026.

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

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

Attachments:
A. City Council Agenda Packet Attachments
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 03/04/2025
DATE PREPARED – 02/20/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for the "4th Annual Eddy's Safari Run 5K and 2K"
APPLICANT:	Kassandra Rodriguez
AGENT:	Not Applicable
LEGAL:	Not Applicable
LOCATION:	1102 West Trenton Road
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Hospital
PROPOSED USE OF PROPERTY:	5K and 2K
EXISTING LAND USE/ ADJACENT ZONING:	North – Agriculture and Open Space (AO) District South – Commercial General (CG) District East - Agriculture and Open Space (AO) District West – Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Hospital
ACCESS AND CIRCULATION:	This property has access from Trenton and Sugar Road.
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for the"4th Annual Eddy's Safari Run 5K and 2K". A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT
"4th ANNUAL EDDY'S SAFARI RUN 5K AND 2K"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "4th Annual Eddy's Safari Run 5K and 2K" consist of a 5K and 2K.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday, March 7, 2026,– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be fromWest Trenton Road.

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

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

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

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

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

8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

SOUTH TEXAS HEALTH SYSTEM CHILDREN'S

February 16, 2026

To Whom It May Concern,

South Texas Health System Children's is preparing to spread smiles across the region. The countdown has begun for our second annual Eddie's Safari Run, and we're excited to raise awareness in our community by promoting a healthy and family fun event.

The event is scheduled for Saturday, March 7, 2026, from 7:30 to 11:00 a.m. and will be held inside the main parking lot of our South Texas Health System Children's hospital, located at 1102 W. Trenton Rd. Edinburg, TX 78539.

This event would not be a success without the help of our community partners like you. We would appreciate your support and kindly ask for your assistance with the following City of Edinburg department services:

- Police to assist with traffic and safety awareness.
- Fire department to bring out the fire truck with the large flag.
- Traffic department to assist with shoulder lane cones.
- Participation from any city departments interested in attending to share educational/resources to the participants by signing up for a vendor spot.

Should you have any questions, please do not hesitate to contact me or System Director of Public Relations and Marketing ,Tom Castaneda via email at Tom.Castaneda@uhsrgv.com or by calling (956) 388-2020.

*Enclosed you will find the official event flyer for your reference.

Respectfully,
Kassandra Rodriguez
Event Planner
South Texas Health System
[redacted]

TAKE A WALK (OR RUN)

On The Wild Side

EDDIE'S SAFARI RUN



SATURDAY, MARCH 7, 2026

5K starts at 7:30 a.m.

2K starts at 8 a.m.

South Texas Health System® Children's - Main Parking Lot
1102 W. Trenton Rd. · Edinburg, TX 78539

South Texas Health System Children's invites you to take part in our fourth annual **Eddie's Safari Run on Saturday, March 7, 2026.**

Gear up for a special adventure and demonstrate your physical fitness by participating in a safari run fit for all ages!

REGISTRATION DETAILS:

- Early registration ends February 6
- Registration deadline: March 5, Noon
- Registration is limited, so register early; online registration only

FEES:

- 2K: $15 early / $20 late
- 5K: $25 early / $30 late

All proceeds will benefit the Ronald McDonald House Charities® of South Texas.

Ronald McDonald House Charities® South Texas

Physicians are independent practitioners who, with limited exceptions, are not employees or agents of South Texas Health System. The System shall not be liable for actions or treatments provided by physicians. For language assistance, disability accommodations and the nondiscrimination notice, visit our website. 264897279-4931031 1/26

Register online at STHSActive.com

PACKET PICKUP:

Friday, March 6 from 1 p.m. - 5 p.m.
STHS Children's Main Lobby:
1102 W. Trenton Rd. · Edinburg, TX 78539

Packet pickup will also be available for late check-in on Saturday, March 7 from 6:30 a.m. to 7:30 a.m. in STHS Children's Main Parking Lot.

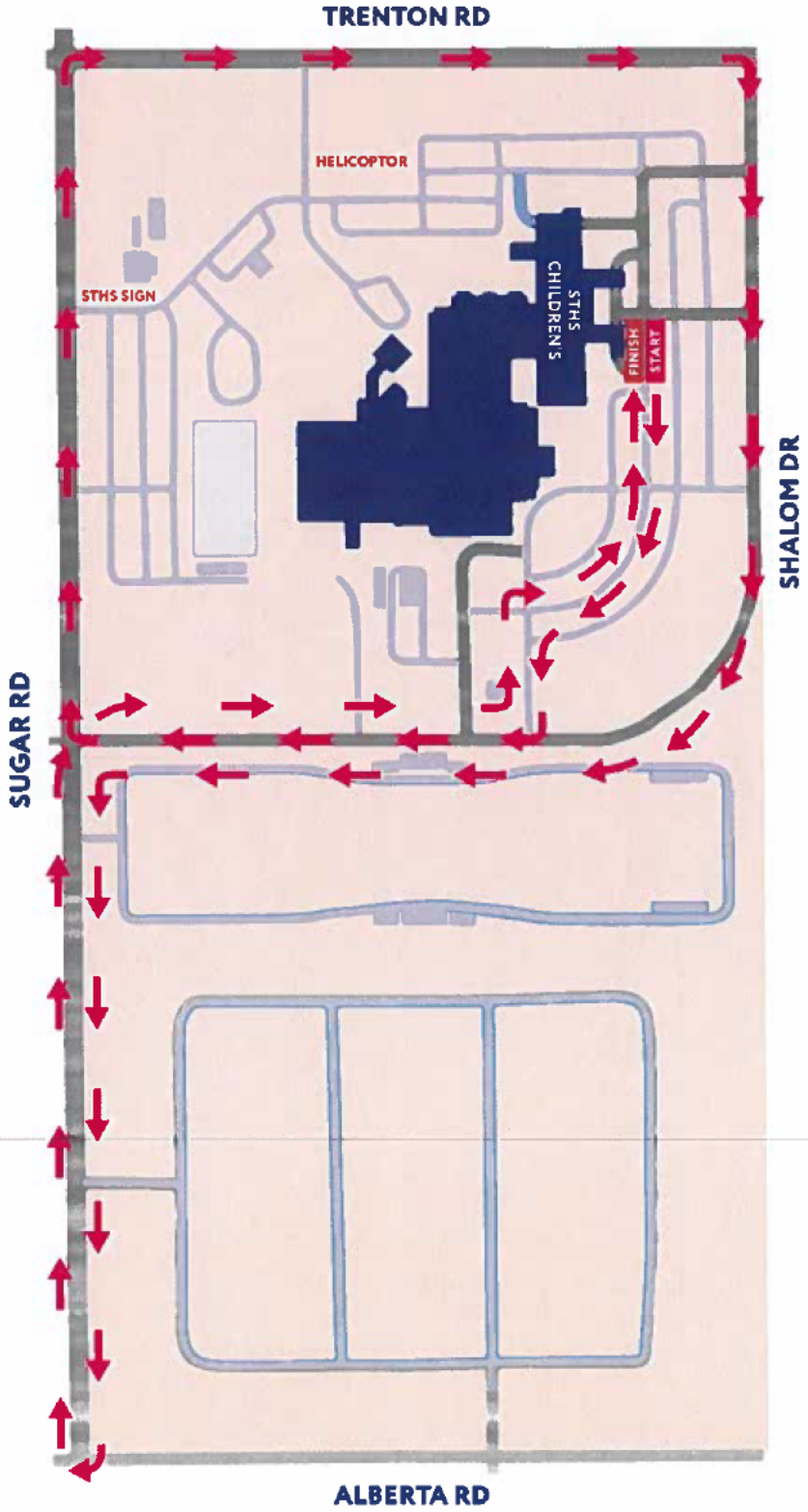
For more information, please call 956-388-2033 or email STHSMarketing@uhsinc.com

SOUTH TEXAS® HEALTH SYSTEM CHILDREN'S

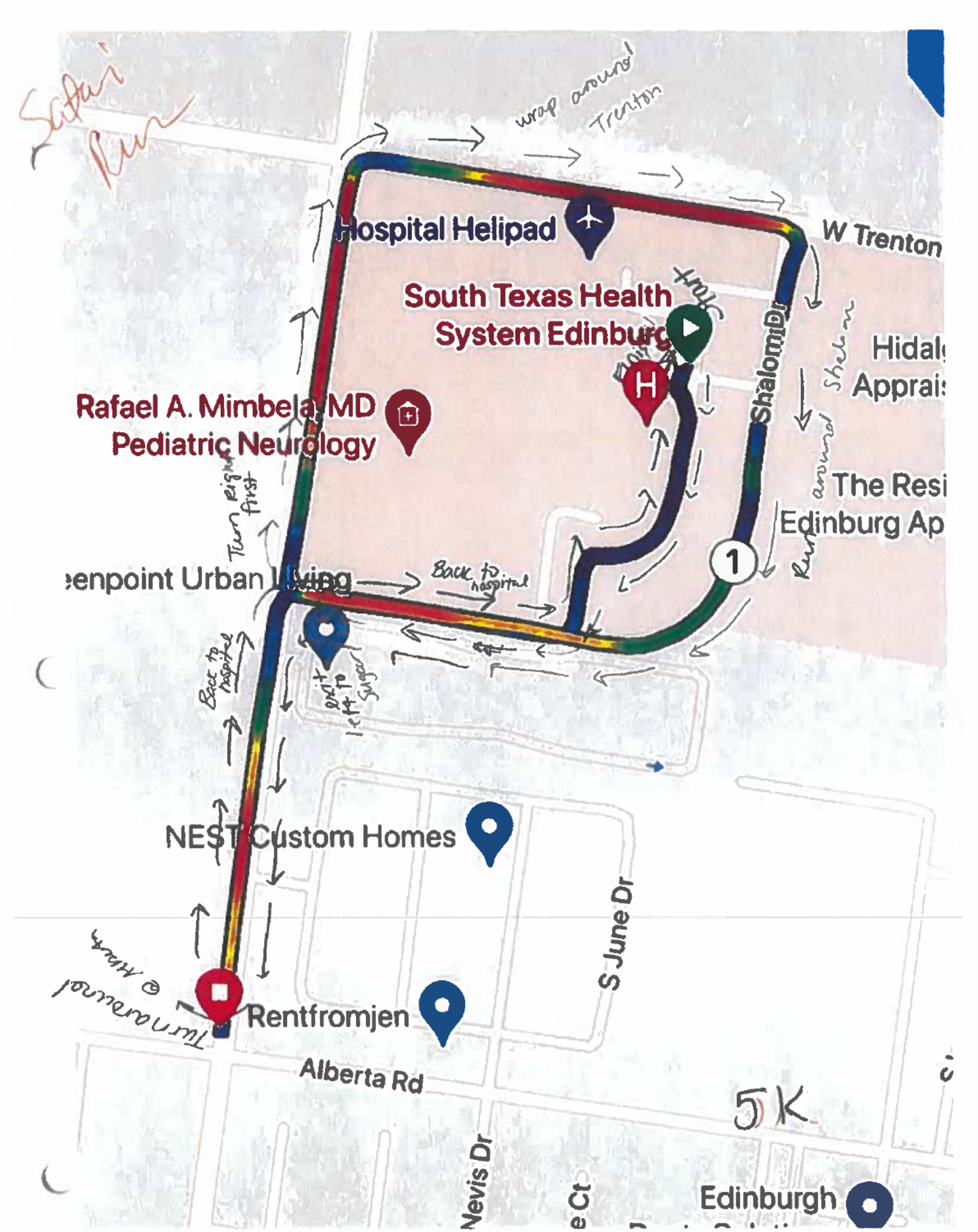
southtexashealthsystemchildrens.com

EDDIE'S SAFARI RUN

5k MAP

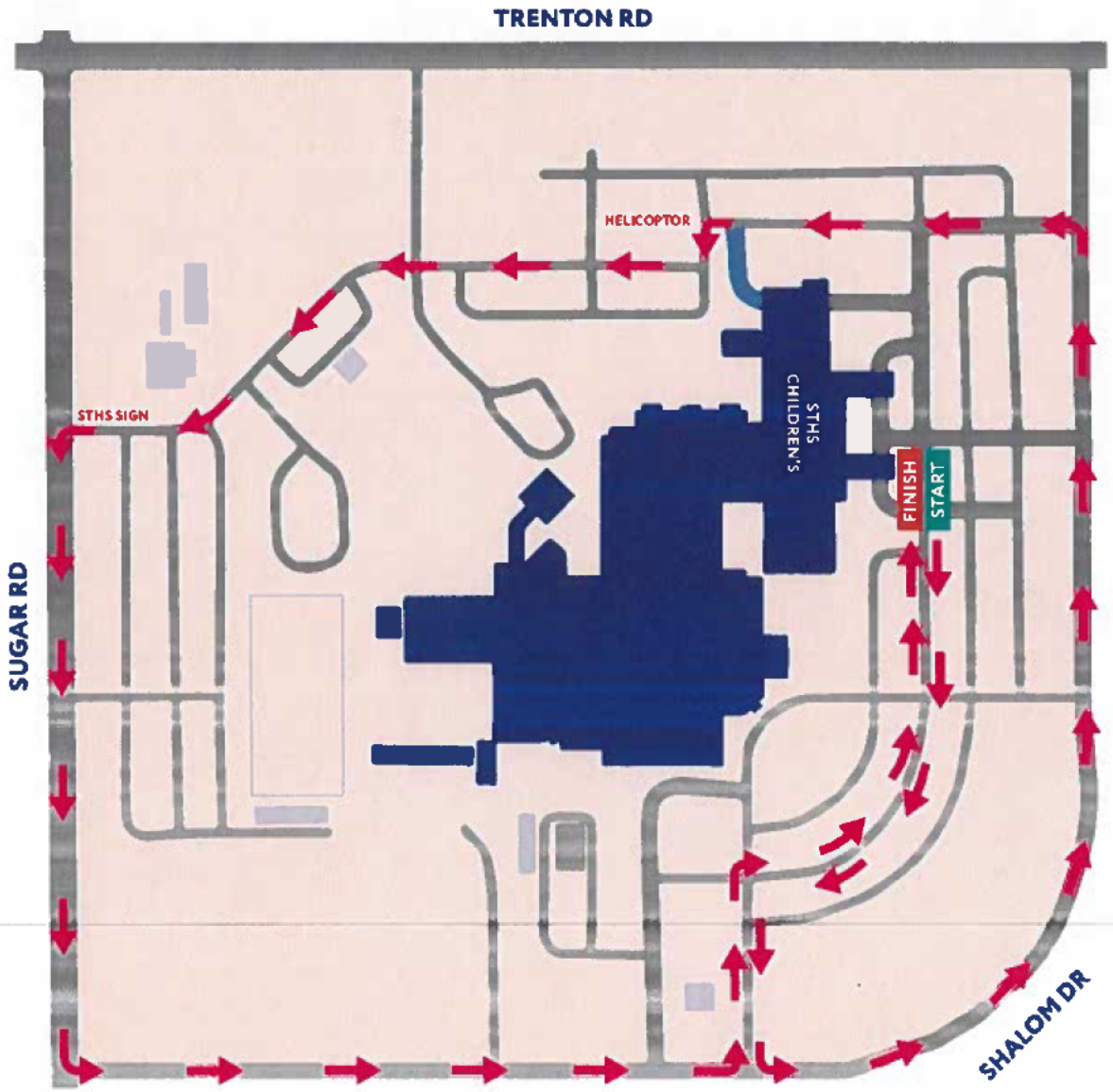


SOUTH TEXAS HEALTH SYSTEM CHILDREN'S

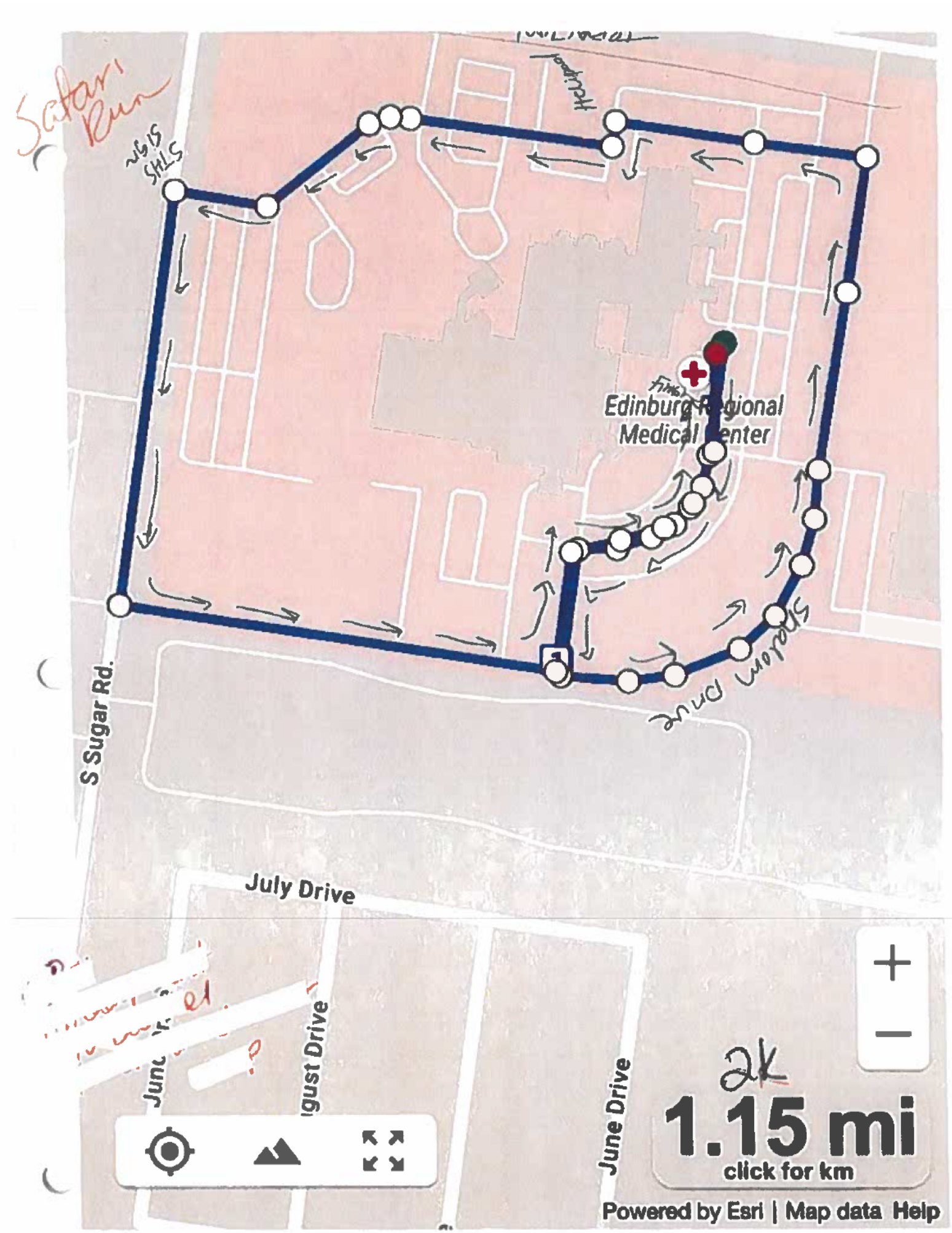

Hospital Helipad
South Texas Health System Edinburg
Rafael A. Mimbela, MD Pediatric Neurology
W Trenton
Shalom Dr
Hidal
Apprai
The Resi
Edinburg Ap
1
Back to hospital
NEST Custom Homes
S June Dr
Rentfromjen
Alberta Rd
Nevis Dr
Edinburgh
5K

EDDIE'S SAFARI RUN

2k MAP



SOUTH TEXAS HEALTH SYSTEM CHILDREN'S


Safari Run
Edinburg Regional Medical Center
S Sugar Rd.
July Drive
June Drive
2k
1.15 mi
click for km
Powered by Esri | Map data Help

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 3rd day of March, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Kassandra Rodriguez on behalf of South Texas Health System, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Kassandra Rodriguez, on behalf of South Texas Health System, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on March 3, 2026, for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, at South Texas Health System Children's Hospital, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas. Kassandra Rodriguez on behalf of South Texas Health System shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on March 3, 2026, for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 3rd day of March, 2026.

CITY OF EDINBURG

BY: _____

: Myra L. Ayala, City Manager

APPROVED AS TO FORM

"4th Annual Eddy's Safari Run 5K and 2K"

By: _____ BY: _____

Josephine Ramirez-Solis, City Attorney Kassandra Rodriguez

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "4TH ANNUAL EDDY'S SAFARI RUN 5K AND 2K" TO BE HELD ON SATURDAY, MARCH 7, 2026, LOCATED AT 1102 WEST TRENTON, AS KNOWN AS THE SOUTH TEXAS HEALTH SYSTEM CHILDREN'S HOSPITAL AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Kassandra Rodriguez, on behalf of South Texas Health System – Children's Hospital has applied for a temporary special use permit and waiver of fees under Article 2. 205 of the Unified Development Code of the City of Edinburg, Texas for the"4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to South Texas Health System – Children's Hospital for the "4th Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 7, 2026, Located at 1102 West Trenton Road, Edinburg, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday, March 7, 2026– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from West Trenton Road.

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

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

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

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

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

8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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 on this first reading 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 3rd day of March, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
ORDINANCES
Agenda Item No: 8.C.
Ordinance: Special Use Permit - "Saint Joseph's Patronal Feast and Procession"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino, on Behalf of Sacred Heart Church Edinburg. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
A temporary special use permit is being processed for a Special Event "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church. The event will be held from 10:00 a.m. to 12:00 p.m. on Sunday, March 15, 2026, and 5:00 p.m. to 9:00 p.m. on Thursday, March 19, 2026. This request is being coordinated through the Public Works, Police Department, Solid Waste Management, and the Code Enforcement Department.

3. **Staff's Recommendation:**
The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for the"Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026 and Thursday, March 19, 2026, at Capilla San Jose Catholic Church with the conditions that the event meets all City requirements.

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. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 03/05/2026
DATE PREPARED – 02/12/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "Saint Joseph's Patronal Feast and Procession"
APPLICANT:	Eduardo Gamino
AGENT:	Not Applicable
LEGAL:	Being Lots 1 through 12 , Block 8, Lull Townsite
LOCATION:	4101 North Flores Street
LOT/TRACT SIZE:	Not Applicable
CURRENT USE OF PROPERTY:	Capilla San Jose Catholic Church
PROPOSED USE OF PROPERTY:	Outdoor Church Fellowship
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East – Residential Primary (RP) District West –Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Auto Urban Uses
ACCESS AND CIRCULATION:	This property has access from North Flores Street a two (2) lane collector roadway and Villanueva Street, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"SAINT JOSEPH'S PATRONAL FEAST AND PROCESSION"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for approval

1. **Duration:** The proposed days and hours requested by the applicant are held from 10:00 a.m. to 12:00 p.m. on Sunday, March 15, 2026, and 5:00 p.m. to 9:00 p.m. on Thursday, March 19, 2026. The event must comply with the days and hours of operation and Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from North Flores Street and Villanueva Street.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by off-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from surrounding residences.

7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

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

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

February 5, 2026

Ms. Rita L. Guerrero
Assistant Director of Planning & Zoning
City of Edinburg
Edinburg, Texas

Dear Ms. Guerrero,

I respectfully request a permit to host two outdoor events for the congregation of Capilla San José Catholic Church, located in the Lull neighborhood, as part of the 2026 St. Joseph's Day celebrations.

Event 1 – Sunday, March 15, 2026 (10:00 a.m. – 12:00 p.m.)

We plan to hold a one-hour street procession with prayers and hymns. The procession will begin at the corner of Flores St. and Treviño St., proceed north to Rivera St., east to Tagle St., south to Delgado St., and then west on Flores St., concluding at Treviño St.

This event will require the temporary closure of one block of Treviño St., from Flores St. to N. Salinas St.

Following the procession, the congregation will gather for one hour of fellowship on church grounds. Snacks and soft drinks will be provided.

Event 2 – Thursday, March 19, 2026 (5:00 p.m. – 9:00 p.m.)

We plan to host a community dinner for parishioners in the parking lot adjacent to the church. Food and soft drinks will be provided.

This event will also require the temporary closure of one block of Treviño St., from Flores St. to N. Salinas St.

Thank you for your time and consideration. Please let me know if any additional information or documentation is needed.

Yours sincerely,
Eduardo Gamino
Event Organizer and Parishioner
Sacred Heart Church, Edinburg

Procession Route and Block Closure



The procession will begin at the corner of Flores St. and Treviño St., proceed north to Rivera St., east to Tagle St., south to Delgado St., and then west on Flores St., concluding at Treviño St.

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Eduardo Gamino on Behalf of Sacred Heart Church Edinburg, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Eduardo Gamino its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 5, 2026, for the"Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026, and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 5th day of March, 2026.

CITY OF EDINBURG

BY: _____

APPROVED AS TO FORM Myra L. Ayala, City Manager

"Saint Joseph's Patronal Feast and Procession"

Indemnitor

BY: _____ BY: _____

Josephine Ramirez-Solis, City Attorney Eduardo Gamino on Behalf of
Sacred Heart Church Edinburg

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "SAINT JOSEPH'S PATRONAL FEAST AND PROCESSION" TO BE HELD ON SUNDAY, MARCH 15, 2026 AND THURSDAY, MARCH 19, 2026, AT CAPILLA SAN JOSE CATHOLIC CHURCH, BEING LOTS 1 THROUGH 12 , BLOCK 8, LULL TOWNSITE, LOCATED AT 4101 NORTH FLORES STREET ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Eduardo Gamino on Behalf of Sacred Heart Church Edinburg has applied for a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026 and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street.; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Eduardo Gamino for the "Saint Joseph's Patronal Feast and Procession" to be held on Sunday, March 15, 2026 and Thursday, March 19, 2026, at Capilla San Jose Catholic Church, Being Lots 1 through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are held from 10:00 a.m. to 12:00 p.m. on Sunday, March 15, 2026, and 5:00 p.m. to 9:00 p.m. on Thursday, March 19, 2026. The event must comply with the days and hours of operation and Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from North Flores Street and Villanueva Street.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by off-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from surrounding residences.

7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

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

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March, 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: March 5, 2026
ORDINANCES
Agenda Item No: 8.D.
Ordinance: Special Use Permit - "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A temporary special use permit is being processed for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, from 6:00 a.m. to 10:00 p.m. at Edinburg Municipal Park. This request is being coordinated through the Parks and Recreation, Police, Solid Waste Management, Public Works, Fire and Code Enforcement Department.

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park with the conditions that the event meets all City requirements.

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. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 03/05/2026
DATE PREPARED – 02/12/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk"
APPLICANT:	Melinda Moreno
AGENT:	N/A
LEGAL:	Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey
LOCATION:	714 South Raul Longoria Road
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Edinburg Municipal Park
PROPOSED USE OF PROPERTY:	5K and Walk
EXISTING LAND USE/ ADJACENT ZONING:	North – Park; Suburban Residential (RS) District South – Park; Suburban Residential (RS) District East – Outside City Limits West – Residential; Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Park
ACCESS AND CIRCULATION:	This property has access from Raul Longoria Road, a four (4) lane principal arterial roadway, Sprague Street a two (2) lane collector roadway and Doolittle Road, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"11th ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for approval

1. **Duration:** The proposed days and hours requested by the applicant are Saturday April 11, 2026, from 6:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from Sprague Street for public and the Doolittle entrance will be for participants only.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by off-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences and the World Birding Center.

7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

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

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

[redacted]

An Autism Awareness Organization

[redacted]

[redacted]

[redacted]

February 23, 2026

Greetings Mrs. Rita Guerrero,

Hope to find you well. Team Mario will be hosting our annual Superheroes 5k for Autism Awareness and Buddy Fun Walk on April 11, 2026. Below are details for the event:

Location: Edinburg Municipal Park - Set Up Time: 9AM-4PM - Event TIme: 5:00PM - 9:00PM

We are kindly requesting the support of the City of Edinburg for the following services/supplies in order to ensure a safe and meaningful event for our community:

- Officers to direct and control Traffic
- Officers on event site
- McGruff Mascot
- Fire Department: Fire Prevention Trailer, the fire station mascot
- 5 Light Towers
- 120 Bike Rakes to control traffic into and around start line
- 100 Cones
- 30 Trash cans
- Food Vendor permit fee waived
- The use of both the North and South Pavilions

We also would like to showcase our local city heroes, such as police officers, EMS, Fire Fighters and other heroes who serve to protect the community at our event. We will devote a section of our event to line with our community heroes to provide children an opportunity to meet them. Tables and chairs will be provided. The Special Use Permit has already been provided to the city, which includes the use of both the north and south pavilion.

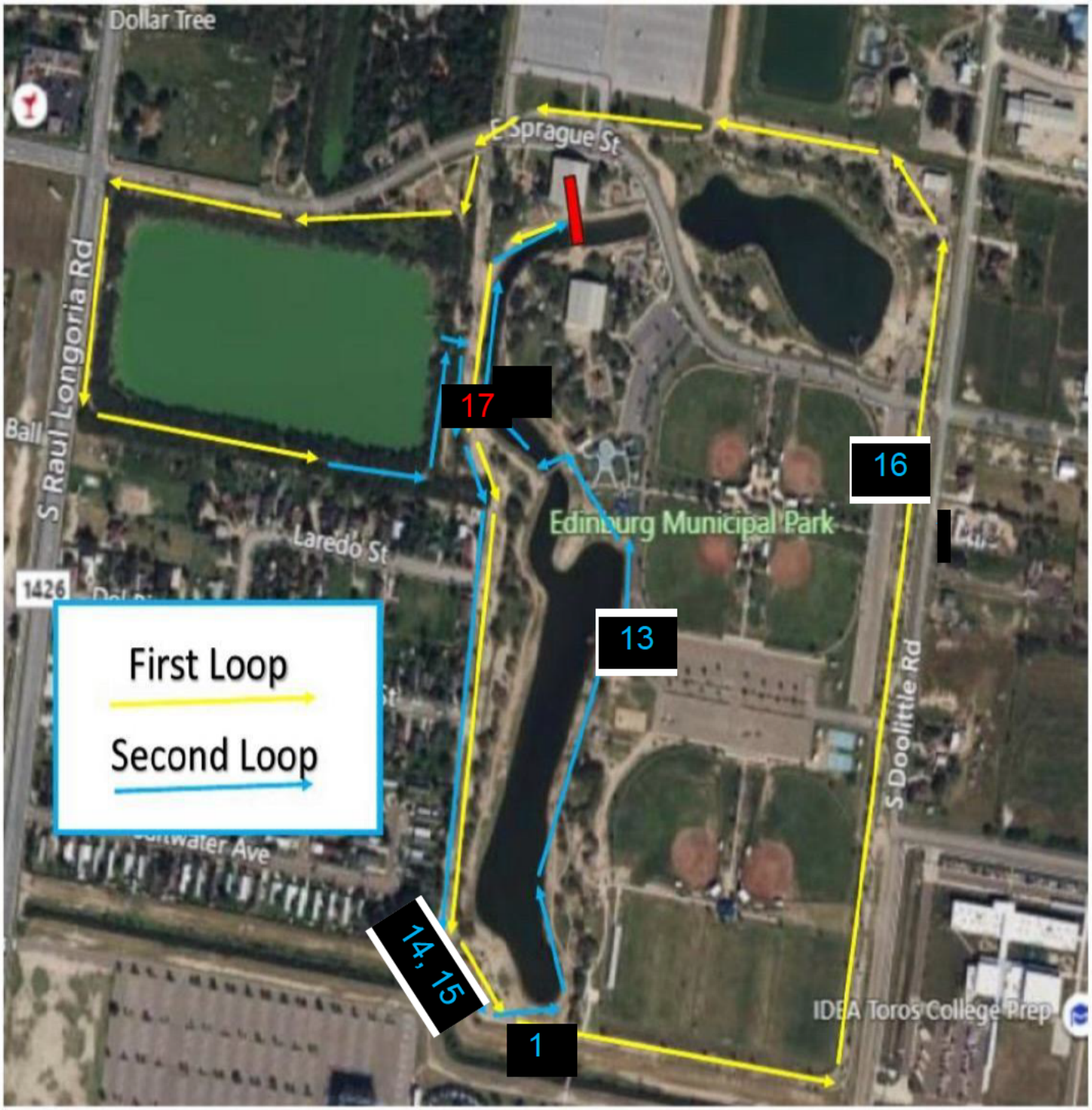
Please let me know if I may provide you with any further information.

Thank you,

Christine Clifford

[redacted]

5K ROUTE:



Start/finish: Red line
Water Stations: 15, 16, 17
Cheer Stations
Light Towers: 9, 12, 13, 14 (see next page)

Site Plan: Vendor, VIP Parking, Stage



Start/finish 7
North Pavillion: 5
South Pavillion: 6
VIP Parking: 2 (City Council) & 11
Fire Truck w/ Flag: 1
Fire Safety Trailer: 3
Designated Handicapp Parking & Drop Off Only: 11
Stage Generator: 6
Food Generator: 8

Light Towers: 9, 12, 13, 14
Trash Can drop Off: 4

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Melinda Moreno on behalf of Team Mario, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Team Mario, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 5, 2026, for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at the Edinburg Municipal Park located at 714 S Raul Longoria Road, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 5th day of March, 2026.

CITY OF EDINBURG

BY:_____

APPROVED AS TO FORM Myra L. Ayala, City Manager

"TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK"

Indemnitor

BY: _____ BY: _____

Josephine Ramirez-Solis,City Attorney Melinda Moreno on behalf of Team Mario

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "11TH ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK" TO BE HELD ON SATURDAY, APRIL 11, 2026, AT EDINBURG MUNICIPAL PARK, BEING PORTIONS OF LOTS 9, 10, 12 AND 16 AND ALL OF LOT 11 SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Melinda Moreno, has applied for a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road.; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Team Mario for the "11th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 11, 2026, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant will be on Saturday, April 11, 2026. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South Raul Longoria Road and various other intercity streets will be utilized and controlled during the event.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be providing with electrical service.

5. **Noise:** Any activities resulting in excessive noise must be situated away from residences and the World Birding Center.

6. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

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

8. **Indemnity:** The City is indemnified by the applicant of any and all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if warranted.

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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March, 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: March 5, 2026
ORDINANCES
Agenda Item No: 8.E.
Ordinance: Voluntary Annexation - Box Family Limited Partnership, LTD.

1. **Agenda Item:**
Consider the Ordinance Providing for the Voluntary Annexation of a 0.918 Acre Parcel Out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, Located at 1099 E. FM 2812, as Requested by Box Family Limited Partnership, LTD. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 0.918 acre tract is currently a vacant property. The proposed development is located one-half mile east of N. I-69C and fronts E. FM 2812. Water Services will be provided by North Alamo Water Supply Corporation CCN and is within the City of Edinburg Sanitary Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste Management and other City Departments will be provided.

The City has received a Minor Plat application for O'Reilly of Edinburg Subdivision on July 28, 2025, at the subject property for a single lot commercial development.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, and the City Charter. The petition was accepted by City Council on February 3, 2026.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may, by ordinance, annex such territory. Based on the preceding provision, the City Council may act on the petition and adopt an ordinance annexing the property at the March 3, 2026, regular meeting.

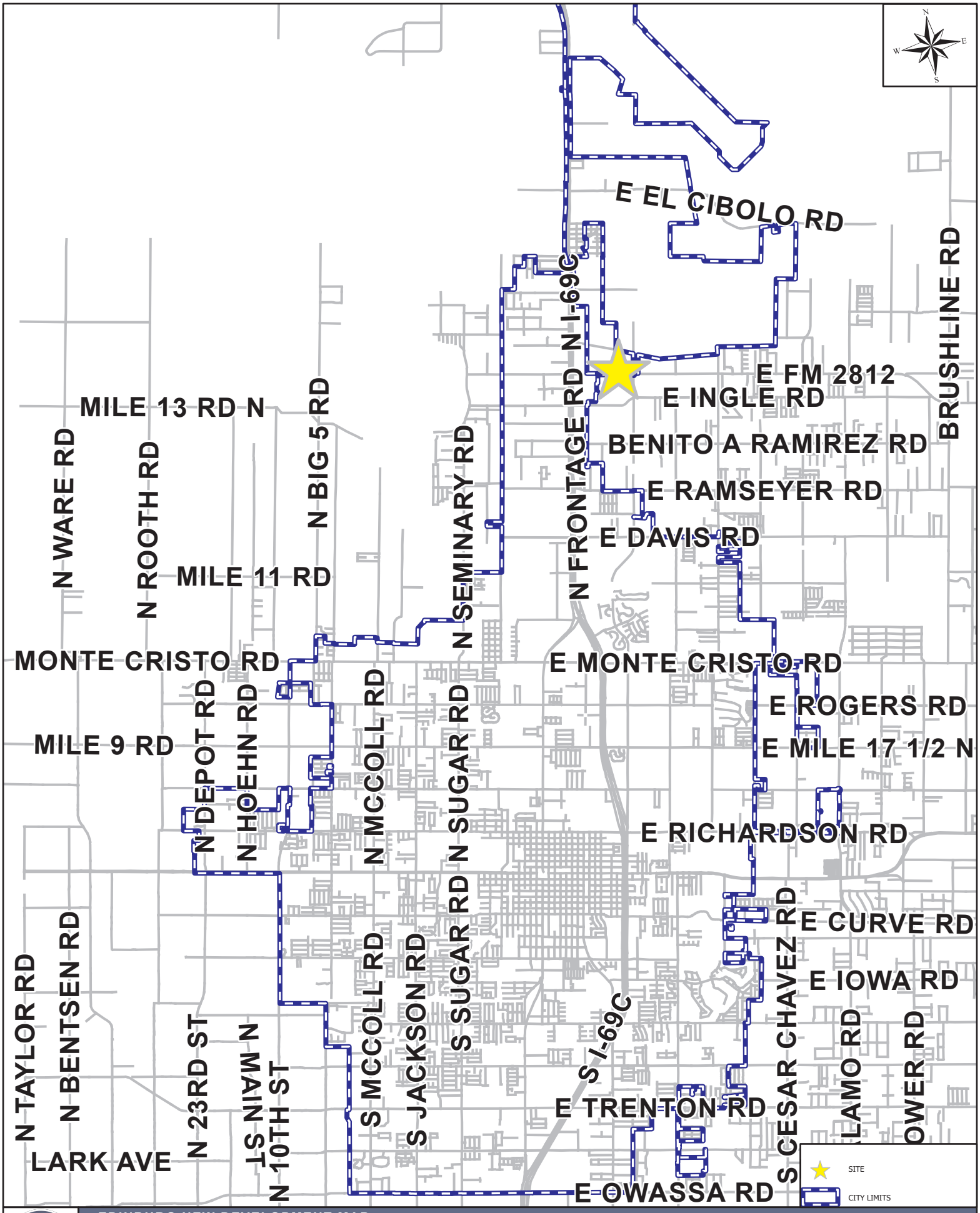
3. **Staff's Recommendation:**
Staff recommends approval of the ordinance for the Voluntary Annexation of a 0.918 acre parcel out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas. The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

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

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

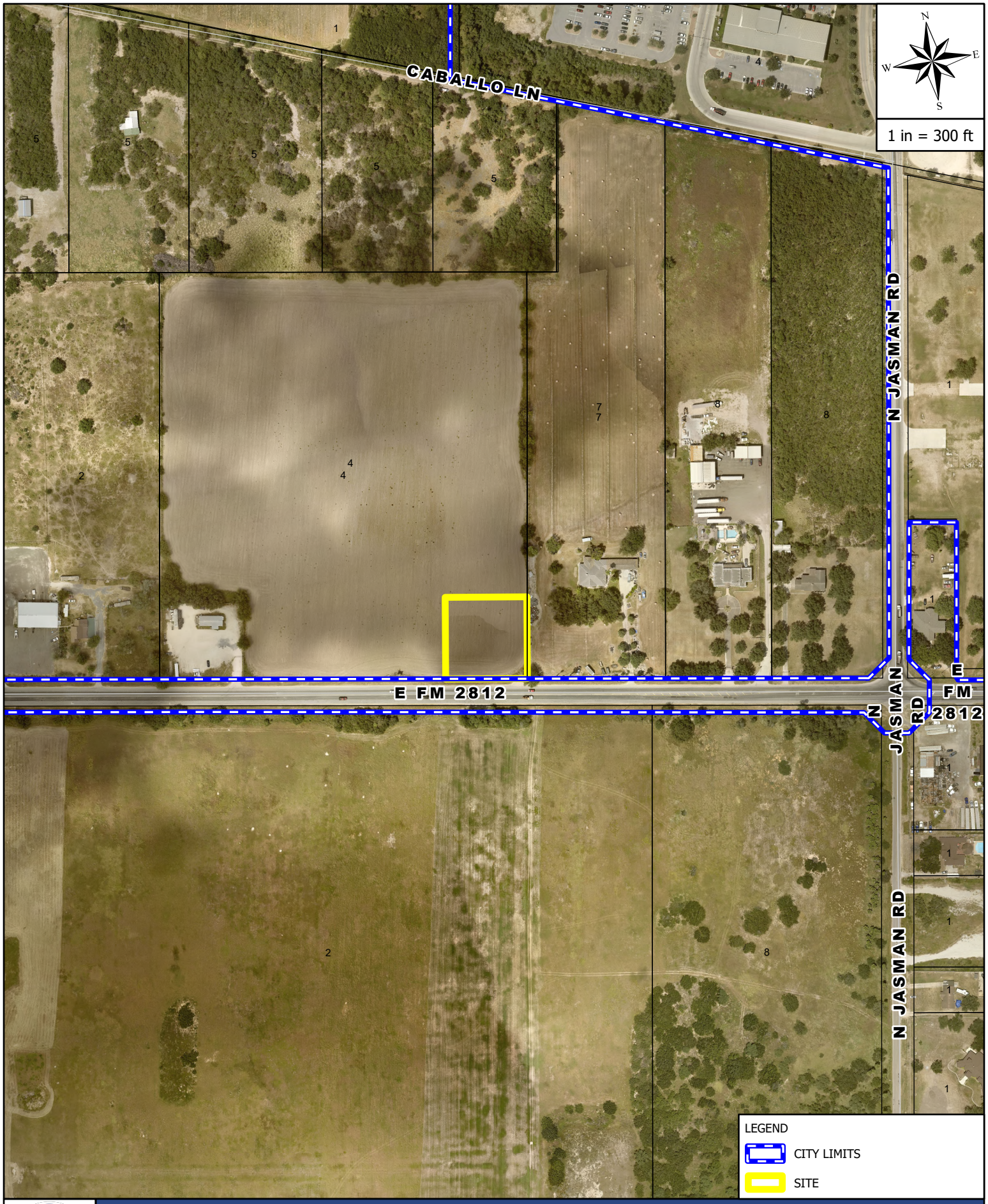
Attachments:
A. City Council Agenda Packet Attachments
B. Ordinance

C. Exhibits A and B



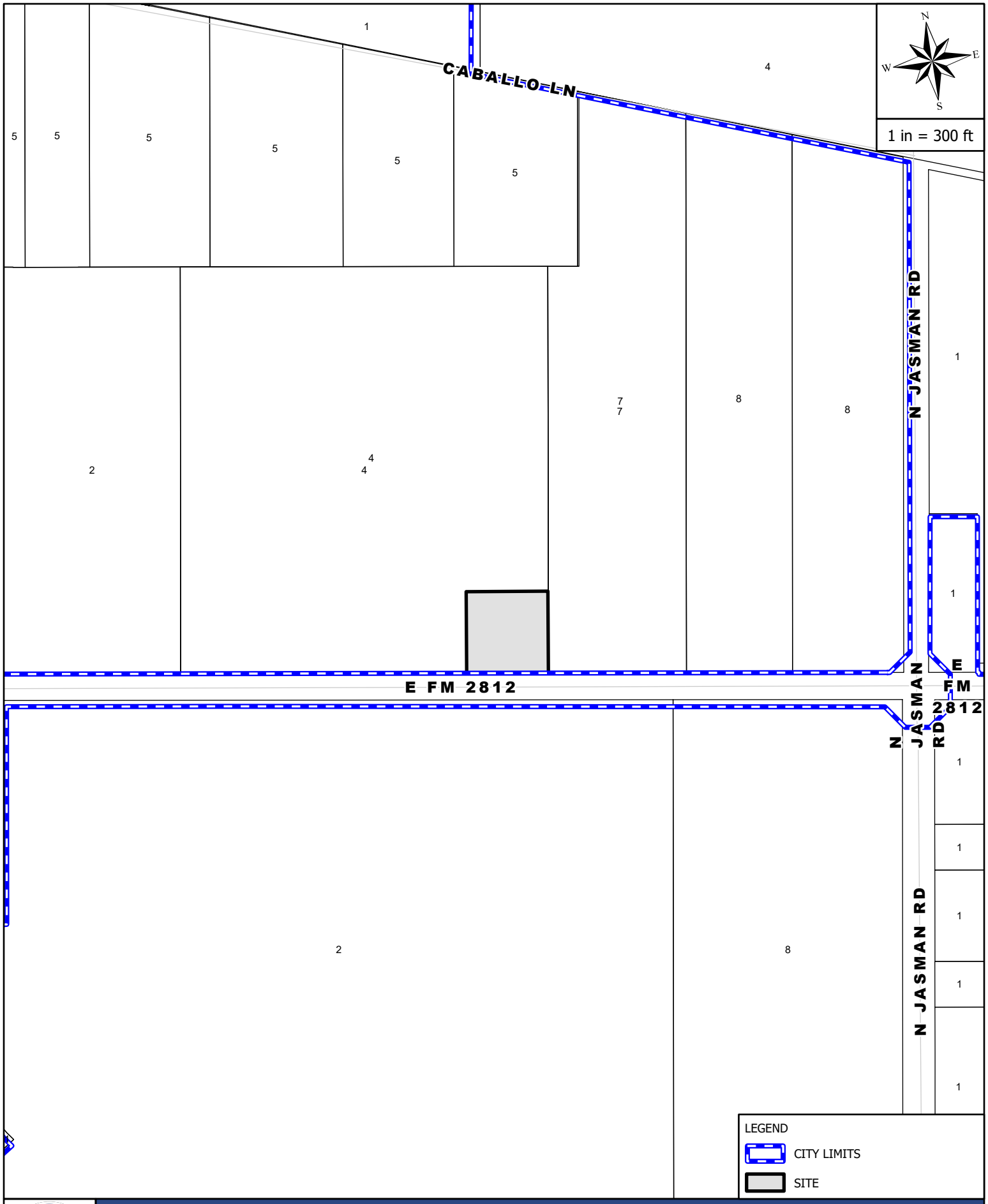
EDINBURG NEW DEVELOPMENT MAP

1099 E FM 28121099 E FM 2812



AERIAL MAP

1099 E FM 2812



MAILOUT AND SITE MAP

1099 E FM 2812

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION FOR A 0.918 ACRE PARCEL OUT OF LOT 6, BLOCK 1, SANTA CRUZ GARDENS, UNIT NO. 2, HIDALGO COUNTY, TEXAS, LOCATED AT 1099 E. FM 2812, AS REQUESTED BY BOX FAMILY LIMITED PARTNERSHIP, LTD. SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on February 3, 2026, the City Council accepted a petition from City of Edinburg, for Voluntary Annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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 land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 0.918 acres out of Lot 6, Block 1, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VI: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION VII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION IX: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

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 3rd day of March, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

Measured Metes and Bounds Description For
Subject Property
O'Reilly Auto Enterprises, LLC Site
A.P.N. 277850
HIDALGO COUNTY, TX

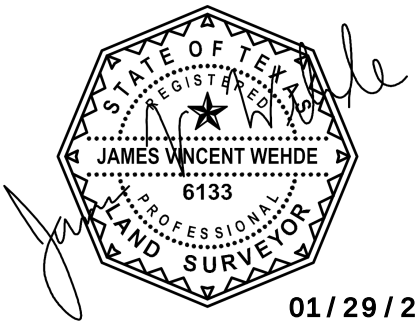
A 0.918 acre parcel out of Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28-29 of the Map Records of Hidalgo County, Texas, said 0.918 acre tract being more particularly described as follows:

Commencing at the Southeasterly corner of said Lot 6, thence North 8°23'00" East 50.00 feet along the east line of said Lot 6 to a 1/2 inch rebar found marking a point on the east line of said Lot 6 and the Northerly right-of-way of Field to Market 2812 and being the POINT OF BEGINNING of said 0.918 acre parcel, from which a 1/2 inch rebar found at the Northeasterly corner of said Lot 6 lies, as a basis of bearings, North 8°23'00" East 973.18 feet; thence along said Northerly right-of-way North 81°37'00" West 200.00 feet to the Southwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence North 8°23'00" East 200.00 to the Northwesterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence South 81°37'00" East 200.00 feet to the east line of said Lot 6 and the Northeasterly corner of said 0.918 acre parcel and a 1/2 inch rebar set with cap stamped "Wehde LS 6133"; thence along said east line South 8°23'00" West 200.00 feet to the POINT OF BEGINNING.

Contains 40,000 sq. ft or 0.918 acres, more or less.

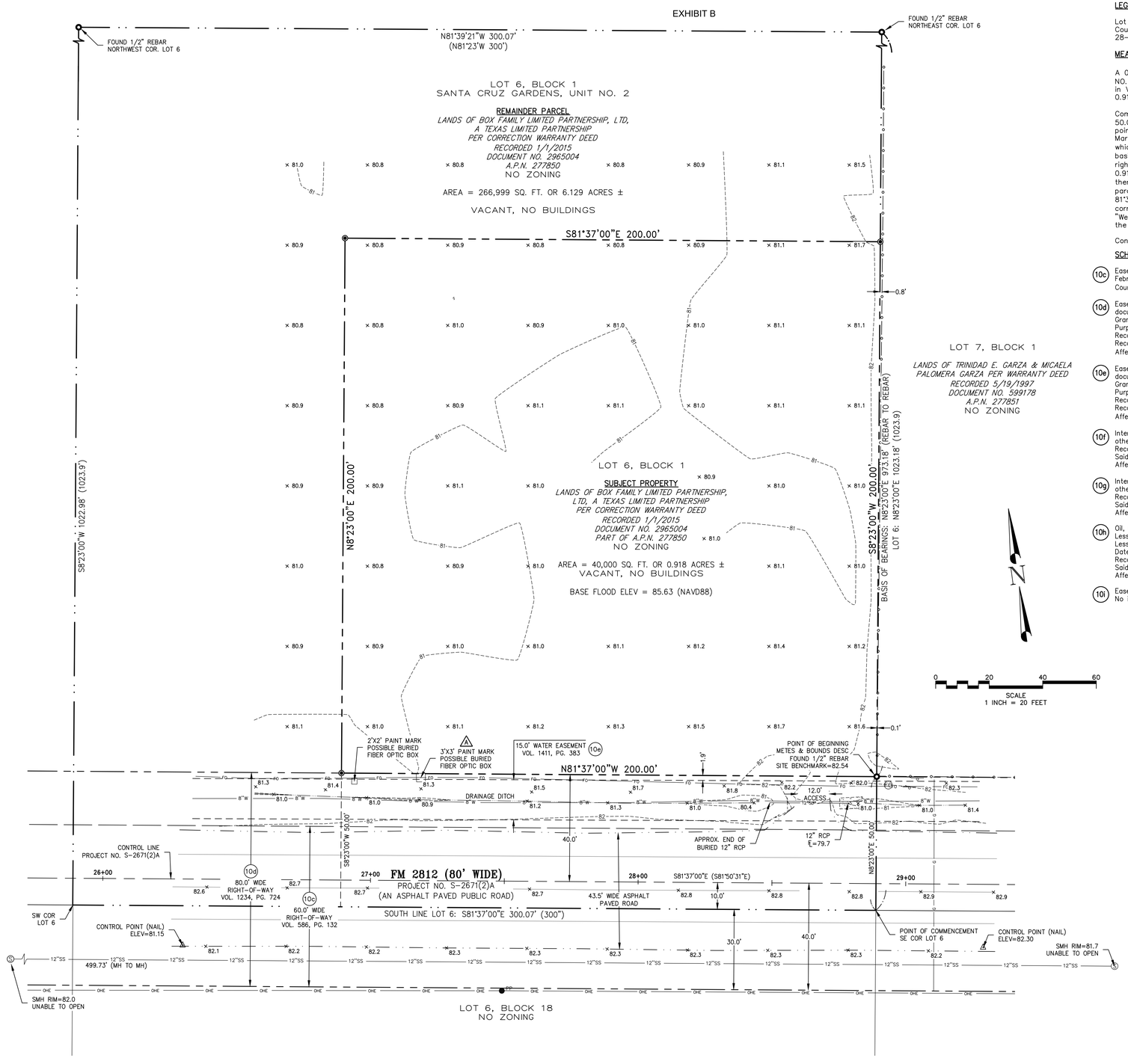
DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
TEXAS REGISTRATION NO. 6133
10 WEST LAND SURVEYING
& MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854



01/29/2025

EXHIBIT B



LEGAL DESCRIPTION (PER TITLE COMMITMENT)

Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28–29 of the Map Records of Hidalgo County, Texas.

MEASURED METES AND BOUNDS

A 0.918 acre parcel out of Lot Six (6), Block One (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28–29 of the Map Records of Hidalgo County, Texas, said 0.918 acre tract being more particularly described as follows:

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Contains 40,000 sq. ft or 0.918 acres, more or less.

SCHEDULE B ITEMS:

(10c) Easements and conditions as set out in Dedication of Santa Cruz Gardens Unit No. 2, dated February 12, 1946, recorded May 28, 1946 in Volume 586, Page 132, Deed Records, Hidalgo County, Texas. Affects the subject property, a 60' public road easement is shown.

(10d) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: the State of Texas
Purpose: right–of–way easement
Recording Date: June 18, 1969
Recording No: Volume 1234, Page 724, Deed Records, Hidalgo County, Texas
Affects the subject property, a 80' highway easement is shown.

(10e) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: North Alamo Water Supply Corporation
Purpose: right–of–way easement
Recording Date: June 24, 1974
Recording No: Volume 1411, Page 383, Deed Records, Hidalgo County, Texas
Affects the subject property, a 15' wide water easement is shown.

(10f) Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document
Recording No.: Volume 653, Page 286, Deed Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10g) Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document
Recording No.: Volume 1724, Page 49, Deed Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10h) Oil, Gas and Mineral Lease, together with all rights incident thereto.
Lessor: Santa Cruz Farms Company
Lessee: Magnolia Petroleum Company
Dated: March 15, 1944
Recording No.: Volume 54, Page 93, Oil, Gas and Mineral Records, Hidalgo County, Texas
Said mineral interest not traced subsequent to the date of the above–cited instrument.
Affects the subject property, blanket in nature, not shown.

(10i) Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.
No information provided, not shown or addressed.

LEGEND:

- REMAINDER PARCEL LINE
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- RIGHT OF WAY LINE
- EDGE OF ASPHALT
- CHAIN LINK FENCE LINE
- DITCH FLOWLINE
- CONCRETE SURFACE
- SANITARY SEWER MANHOLE
- FIBER OPTIC MANHOLE
- PP POWER POLE
- SIGN
- S UNDERGROUND SANITARY SEWER LINE
- W UNDERGROUND WATER LINE
- G UNDERGROUND GAS LINE
- OHE OVERHEAD ELECTRIC/TELEPHONE LINE
- FO FIBER OPTIC LINES
- FOUND AS NOTED
- 1/2" REBAR W/CAP STAMPED "WEHDE PLS 6133" TO BE SET

WATER
NORTH ALMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, TEXAS 78542
(NO CONTACT PROVIDED)
(956) 383–1618

SEWER, WATER & STORM
CITY OF EDINBURG
415 W UNIVERSITY DR.
EDINBURG, TEXAS 78539
(NO CONTACT PROVIDED)
(956) 388–8212

HIGHWAYS
TEXAS DEPARTMENT OF TRANSPORTION
600 W. INTERSTATE 2
PHARR, TX 78577
(NO CONTACT PROVIDED)
(956) 702–6100

NATURAL GAS
NUSTAR LOGISTICS LP
LAURI KANE
(210) 563–6062

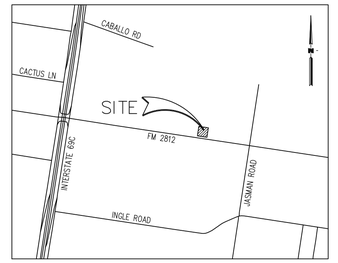
ELECTRIC
AMERICAN ELECTRIC POWER
(NO CONTACT PROVIDED)
(866) 237–5028

FIBER OPTIC
AT&T
(NO CONTACT PROVIDED)
(844) 855–1539

RECORD OWNER:
FEE SIMPLE INTEREST IN THE LAND DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY ALAMO TITLE INSURANCE, COMMITMENT NO. 4000412401925 EFFECTIVE NOVEMBER 21, 2024 IS OWNED BY: BOX FAMILY LIMITED PARTNERSHIP, LTD, A TEXAS LIMITED PARTNERSHIP PER CORRECTION WARRANTY DEED RECORDED 1/1/2005 UNDER DOCUMENT NO. 2965004, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

TITLE COMMITMENT:
THE TITLE COMMITMENT WAS PROVIDED BY ALAMO TITLE INSURANCE COMMITMENT NO. 4000412401925 EFFECTIVE NOVEMBER 21, 2024

CURRENT ZONING DISTRICT:
THE SUBJECT PROPERTY IS LOCATED WITHIN AN UNINCORPORATED AREA OF THE COUNTY WHERE THE COUNTY DOES NOT MAINTAIN ZONING INFORMATION ACCORDING TO AN EMAIL FROM ANTHONY URESTI, HIDALGO COUNTY PLANNING DEPT. (956–318–2840). ACCORDING TO THE HIDALGO COUNTY GIS MAP, THE SUBJECT PROPERTY IS LOCATED WITHIN THE CITY OF EDINBURG'S EXTRATERRITORIAL JURISDICTION (ETJ).



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. **BASIS OF BEARING:** CONSIDERED AS BEING NORTH 8°23'00" EAST ALONG THE EASTERLY LINE OF LOT 6, BLOCK 1, SANTA CRUZ GARDENS, UNIT NO. 2 ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28–29 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. **VERTICAL DATUM:** FOR THIS PROJECT IS NAVD88 BASED UPON THE NGS OPUS SHARED SOLUTION POINT IDENTIFICATION NO. BBJV65, A NAIL & WASHER SET IN THE CONCRETE BRIDGE ALONG BENITO A RAMIREZ ROAD APPROXIMATELY 0.15 MILE WEST OF JASMIN ROAD, AND HAVING AN ELEVATION OF 83.71 FEET.

3. **SITE BENCHMARK:** FOUND 1/2" REBAR SET IN CONCRETE AT THE SOUTHEASTERLY CORNER OF THE SUBJECT PROPERTY AS SHOWN. ELEVATION= 82.54 FEET.

4. **FEDERAL FLOODPLAIN MAPS:** 4803340325D, WITH REVISION DATE OF JUNE 6, 2000 AND LETTER OF MAP REVISION (LOMR) CASE NO. 01–06–1095P, DATED MAY 17, 2001 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY SHOWS THIS SITE AS BEING WITHIN ZONE AE (SPECIAL FLOOD HAZARD AREA INUNDATED BY 100–YEAR FLOOD – BASE FLOOD ELEVATIONS DETERMINED). BASE FLOOD ELEVATION = 85.63 FEET (NAVD88 CONVERTED) OR 86.00 FEET (NGVD29).

5. **UTILITY LOCATIONS:** UTILITY LOCATIONS SHOWN ARE PER OBSERVED EVIDENCE, INFORMATION PROVIDED BY THE PURVEYORS, PAINTED MARKINGS PROVIDED BY THE DIG LINE LOCATORS (TICKET #255083763 2) AND ON–SITE PRIVATE UTILITY LOCATE SERVICE MARKINGS. UTILITY LOCATIONS WERE SURVEYED AND INCORPORATED INTO THE TOPOGRAPHIC MAP INFORMATION REPRESENTING THE BEST AVAILABLE INDIRECT LOCATION OF NOTED UTILITIES. NOTE THAT PRECISE LOCATIONS AND PRESENCE OF UTILITIES MUST BE THE RESPONSIBILITY OF ENTITIES IN CHARGE OF CONSTRUCTION ACTIVITIES ON SITE. DESIGN/ENGINEERING INFORMATION IS AVAILABLE AT THE DISCRETION OF THE INDIVIDUAL UTILITY PROVIDERS.

6. **SANITARY SEWER:** SANITARY SEWER LINES SHOWN ARE PER INFORMATION OBTAINED FROM THE CITY OF EDINBURG UTILITY DEPARTMENT AND OBSERVED EVIDENCE. EDINBURG MAPS INDICATE A 12" LINE. CONFIRMATION OF PIPE SIZES AND INVERT MEASUREMENTS WERE UNABLE TO BE OBTAINED FROM THE STRUCTURES IN THE VICINITY OF THE SUBJECT PROPERTY. THE MANHOLES ARE IN POOR CONDITION AND WERE UNABLE TO BE OPENED AT THE TIME OF THE SURVEY.

7. **WATER:** EXISTING UNDERGROUND WATER LINE INFORMATION SHOWN IS BASED ON INFORMATION OBTAINED FROM NORTH ALMO WATER SUPPLY COMPANY AND OBSERVED EVIDENCE. EXISTING UNDERGROUND WATER LINES SHOWN ARE 8" (MATERIAL UNKNOWN) PER NORTH ALMO WATER SUPPLY COMPANY.

8. **STORM DRAIN:** AN OPEN DITCH & ASSOCIATED 12" CONCRETE PIPE EXIST ON THE NORTH SIDE OF FM 2812.

9. **GAS:** EXISTING UNDERGROUND GAS LINE INFORMATION SHOWN IS PER OBSERVED EVIDENCE.

10. **ELECTRIC:** EXISTING OVERHEAD ELECTRIC LINE SHOWN IS PER OBSERVED EVIDENCE.

11. **ROADWAY DATA: F.M. 2812** IS CONSIDERED TO BE A STATE HIGHWAY. THE AREA OF THE ROADWAY HAS BEEN ANNEXED INTO EDINBURG CITY. THE ROADWAY ADJOINING THE SOUTH SIDE OF THE SURVEYED SITE IS 2 LANE ASPHALTIC PAVING. PAVEMENT IS IN GOOD CONDITION. SPEED LIMIT FOR F.M. HIGHWAY 2812 IS 60 MPH. RIGHT OF WAY WIDTH IS 80 FEET. CENTERLINE STATIONING IS BASED ON RIGHT OF WAY DRAWINGS FOR PROJECT NO. S–2671(2)A, DATED MARCH 13, 1972 OBTAINED FROM TXDOT. HECTOR SILLER, AREA ENGINEER, TXDOT (PHARR DISTRICT) INDICATES THERE ARE PLANS IN WIDEN FM 2812 TO A WIDTH OF 120' IN THE AREA OF THE SUBJECT PROPERTY.

12. **PARKING SPACES:** THERE ARE NO MARKED PARKING SPACES LOCATED ON THE SUBJECT PROPERTY.

13. **POSSIBLE ENCUMBRANCES:**

(1) FIBER OPTIC UTILITY MARKINGS ALONG SOUTH PROPERTY LINE.

14. **TOTAL LAND AREA:** SUBJECT PROPERTY: 40,000 SQ. FT. OR 0.918 ACRES ±
REMAINDER PARCEL: 266,999 SQ. FT. OR 6.129 ACRES ±
TOTAL AREA: 306,999 SQ. FT. OR 7.047 ACRES ±

15. **ADDRESS:** 1001 EAST FM 2812, HIDALGO COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE

TO: O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ALAMO TITLE COMPANY AND ALAMO TITLE INSURANCE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7(A), 7(B)(1), 7(C), 8, 9, 11, 13, 14, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 16, 2025. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ALL THE INFORMATION HEREON IS TRUE AND ACCURATELY SHOWN.

DATE OF PLAT OR MAP:
January 30, 2025.

Surveyor's signature

STATE OF TEXAS
REGISTERED
JAMES VINCENT WEHDE
6133
PROFESSIONAL
LAND SURVEYOR

1/30/2025

DRAWN	BJE 01.2025 (DATE)	CHECKED	JVW 01.2025 (DATE)
DESIGNED	(DATE)	PROJECT ENGINEER	
APPROVED	JDP (DATE)	PROJECT MANAGER	

O'REILLY AUTO ENTERPRISES, LLC

HIDALGO COUNTY, TEXAS

Dominion Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801–713–3000

ALTA/NSPS LAND TITLE SURVEY
PART OF A.P.N. 277850
LOCATED IN LOT 6, BLOCK 1
SANTA CRUZ GARDENS, UNIT NO. 2

NO.	REVISIONS	BY	DATE
1	UPDATE FM 2812 INFO	JWV	1.29.25
0	RELEASED FOR REVIEW	JWV	1.29.25

PROJECT NO. 4188–01
SHEET NO. SV1
FILE NAME: SV1
SCALE: 1"=20'

Path: P:\O–REILLY ALTA SURVEYS\O–REILLY EDINBURG TX 4188\SURVEY\DRAWINGS\EDINBURG ALTA.dwg | plot date: January 30, 2025 | plotted by: bryan

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
VARIANCES
Agenda Item No: 9.A.
Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase II Subdivision, Being a Subdivision of 16.701 Acres Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, According to the Plat Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4498 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located along La Sienna Parkway, and is within the City of Edinburg city limits. The 16.701 acre tract of land is currently going through the plat process, and the proposed development consists of 69 single-family residential lots. Melden and Hunt, Inc, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

The developer has requested variances for this subdivision for the rear yard setback to be reduced from 20 ft to 10 ft and for the block length to exceed 1,000 ft. The variances were recommended for approval by the Planning and Zoning Commission on December 11, 2025 and approved by City Council on February 3, 2026.

Variance Request: Table 3.102-1
This requested variance is to Article 3, Table 3.102-1 as it applies to setbacks of the property. The developer is proposing a 5 ft. side yard setback because the development has more characteristics in common with a townhome development and the developer's model homes contemplate 5ft side yard setbacks to maximize the buildable area of the lots. As per the Unified Development Code the rear yard setback for Residential, Primary (RP) District is 6 feet.

On February 12, 2026, the Planning and Zoning Commission recommended with a vote of 5-1 to approve the Subdivision Variance Request.

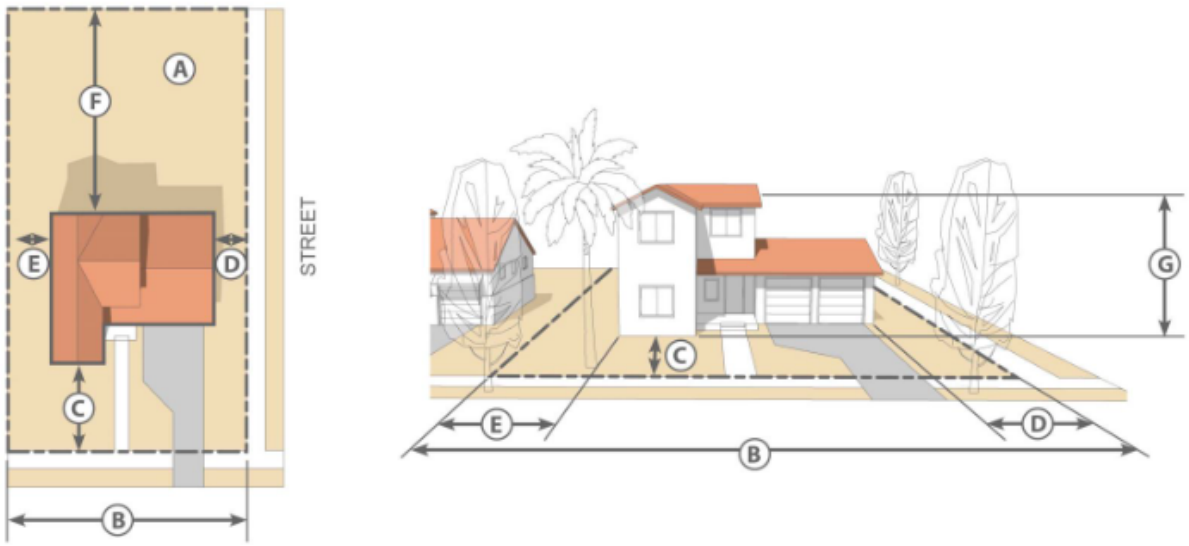
3. **Staff's Recommendation:**
Staff recommends denial of the variance request due to the current design provides ample buildable space. If approved, the applicant would need to comply with all other requirements during the permitting process.

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

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

Attachments:
A. City Council Agenda Packet Attachments

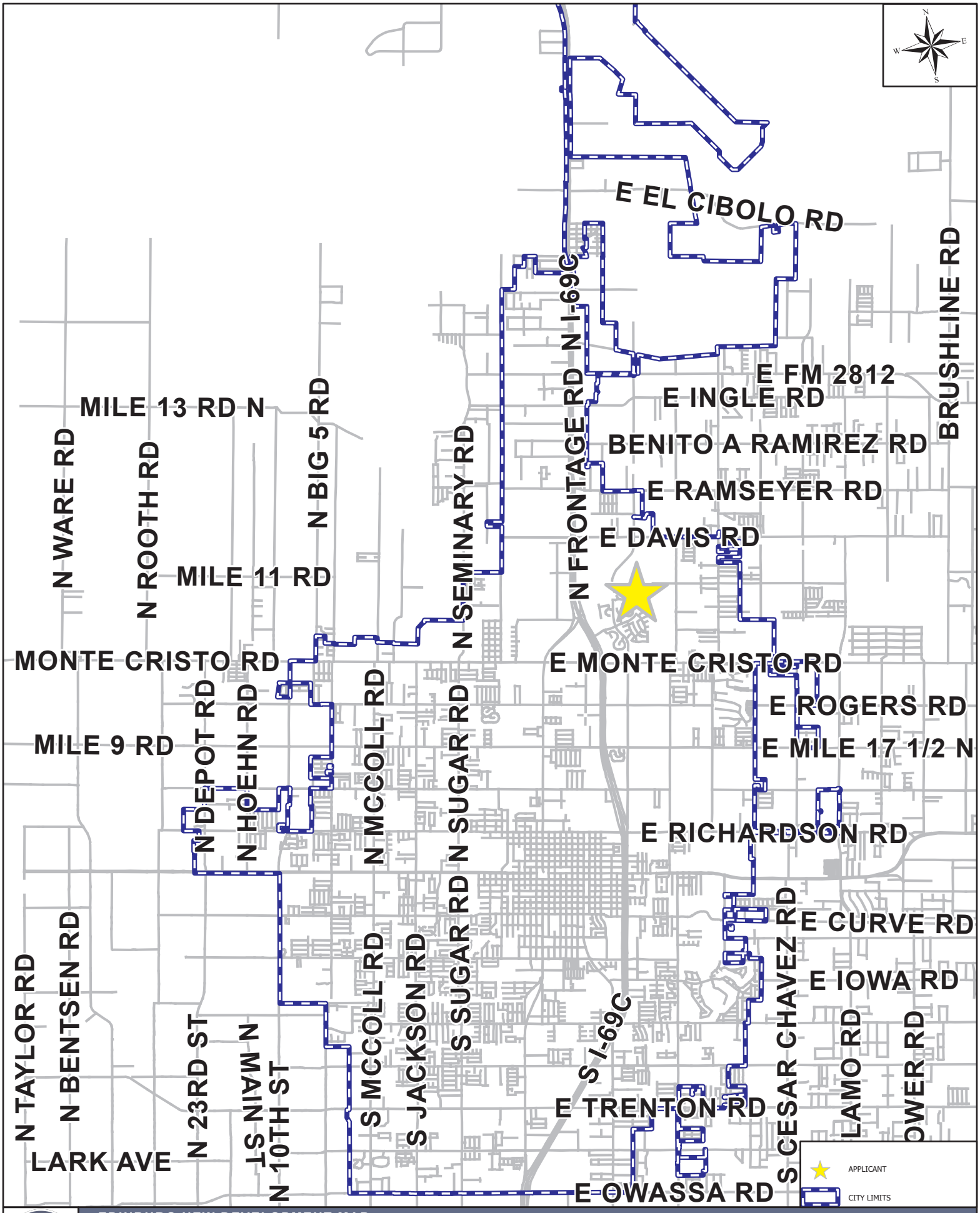
Figure 3.102-1
Single-Family Detached



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

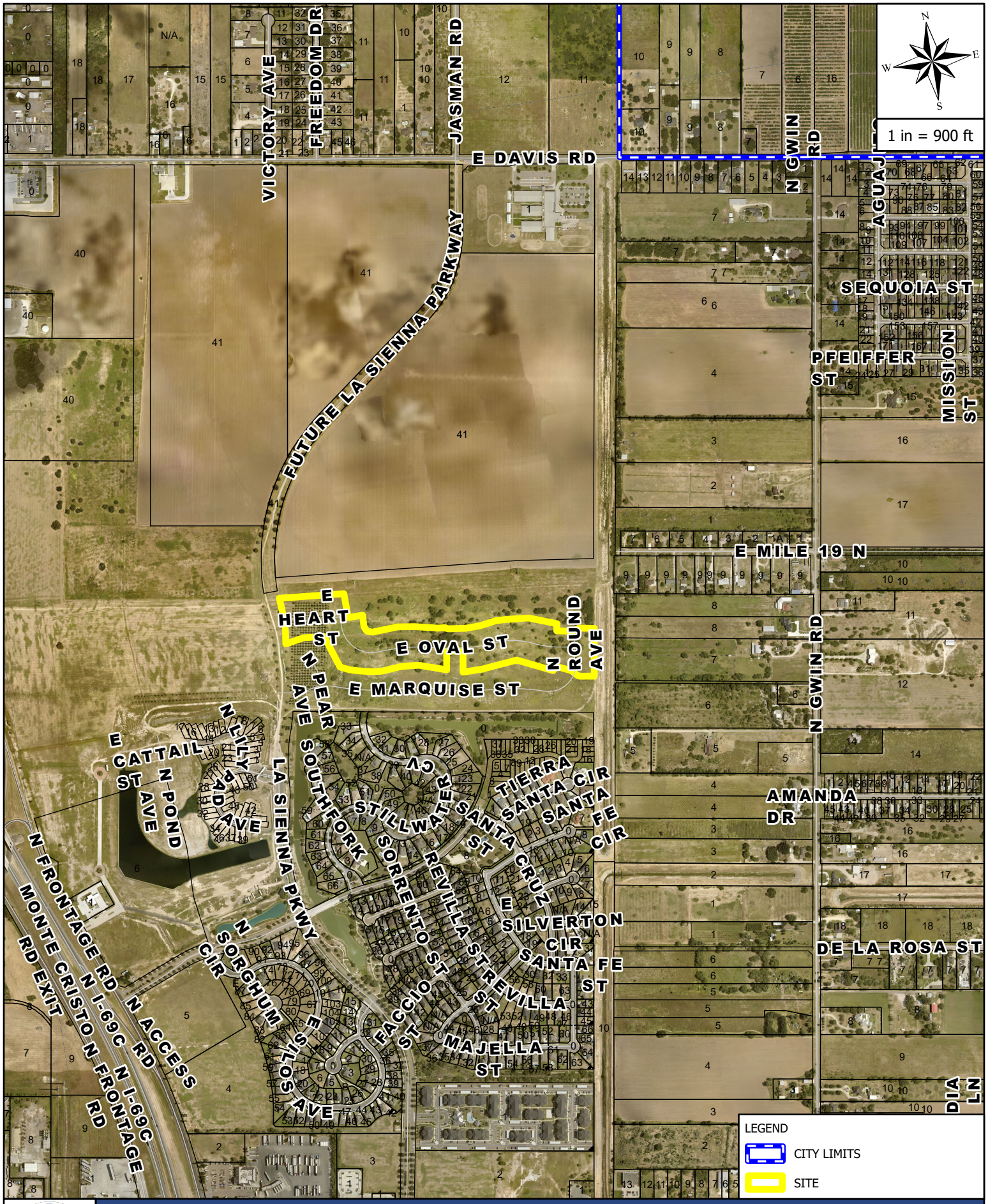
Table 3.102-1
Single-Family Detached Lot and Building Standards

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



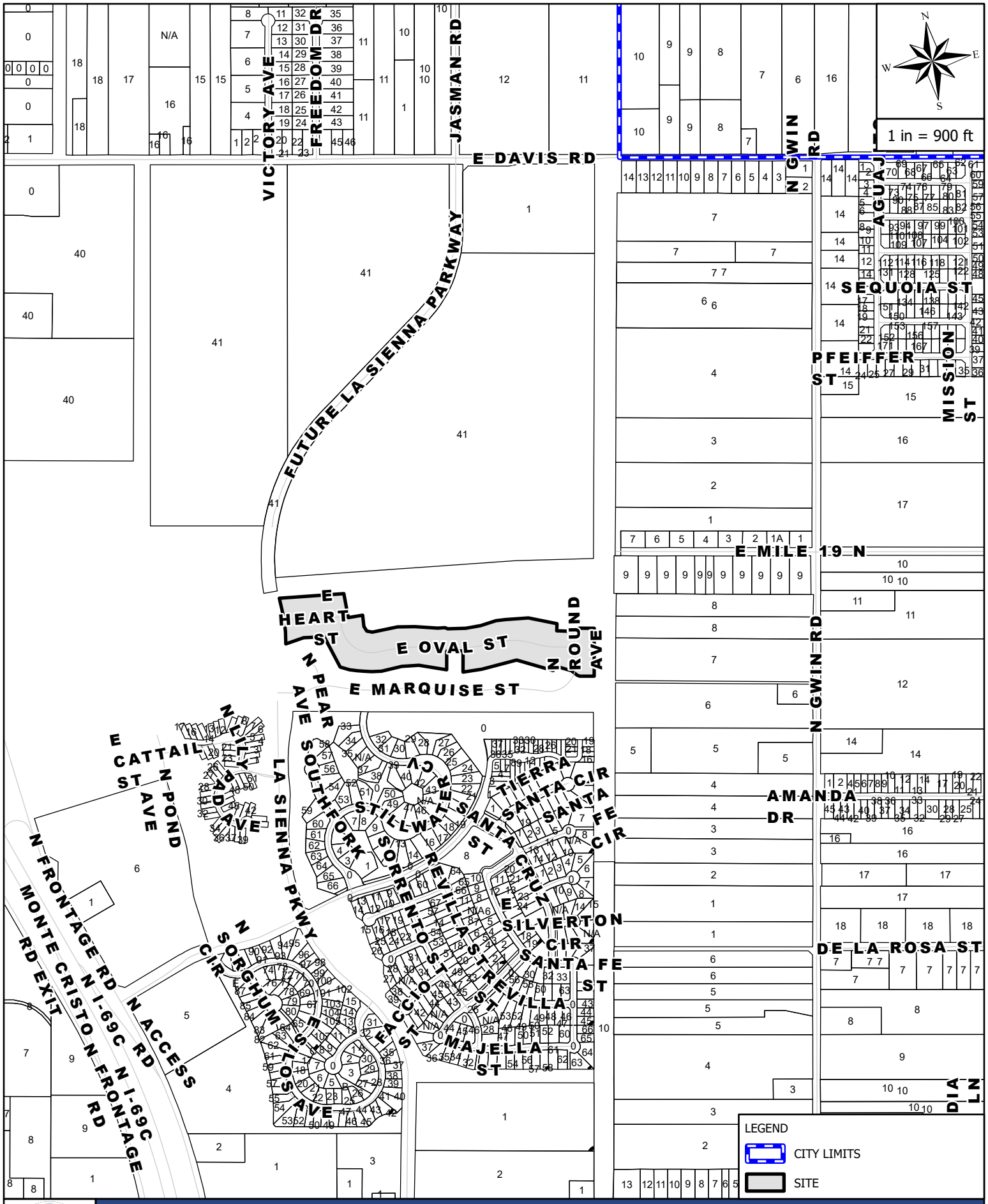
EDINBURG NEW DEVELOPMENT MAP

4498 LA SIENNA PKWAY



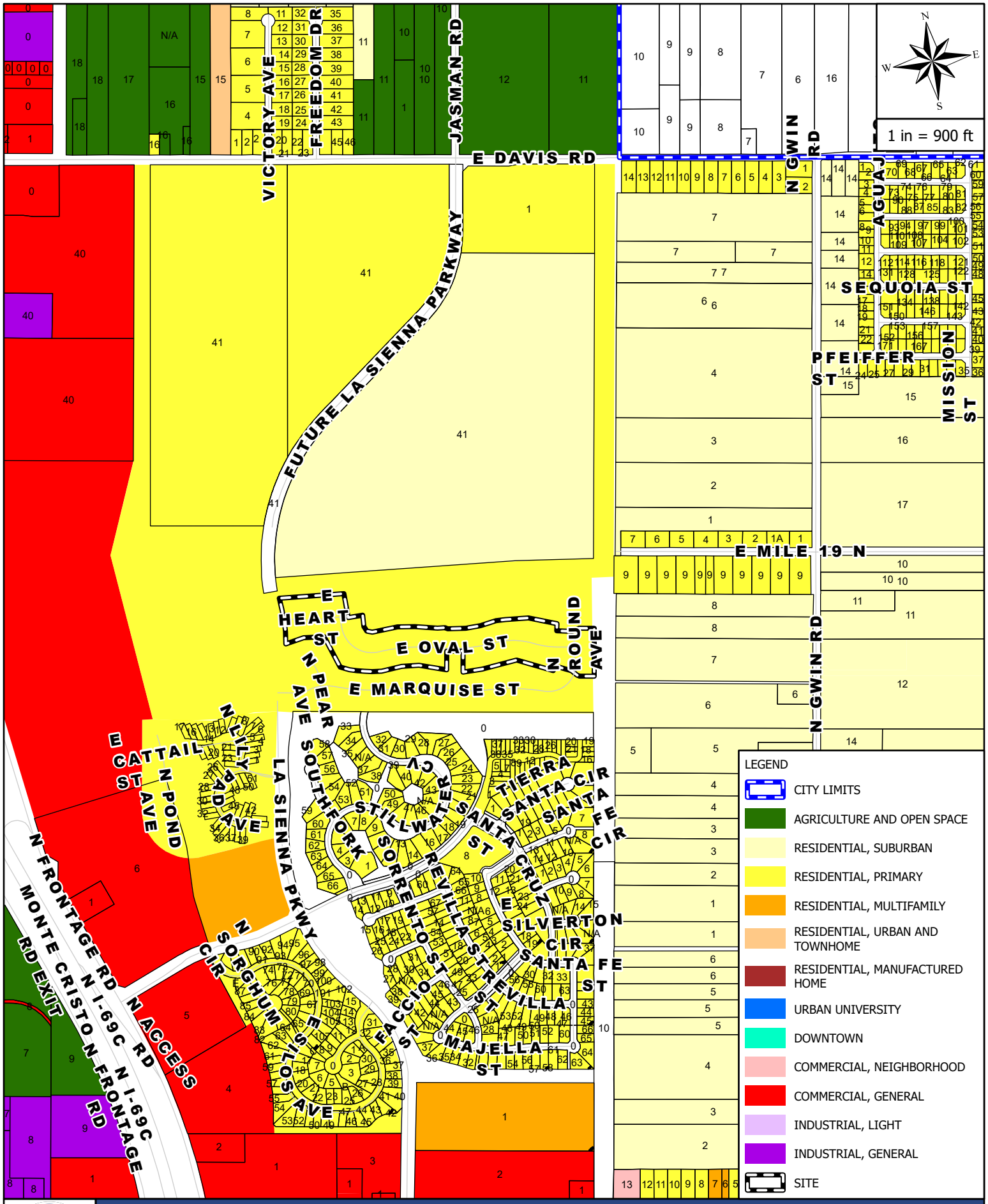
AERIAL MAP

4498 LA SIENNA PARKWAY



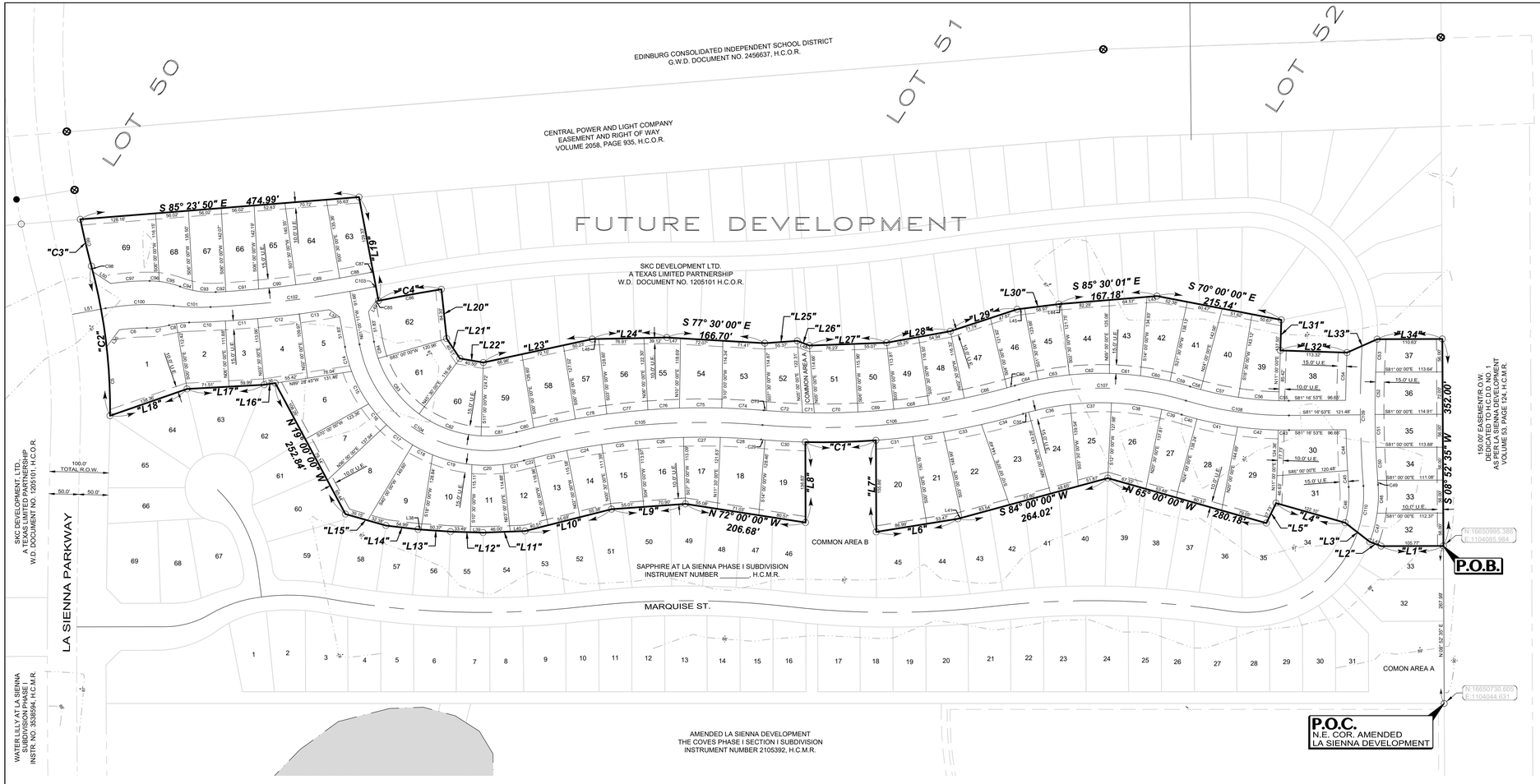
MAILOUT AND SITE MAP

4498 LA SIENNA PARKWAY



ZONING MAP

4498 LA SIENNA PKWAY



STATE OF TEXAS
COUNTY OF HIDALGO:

I/WE THE UNDERSIGNED,OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERIN AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION SO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS, AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS AS REFLECTED UPON THE SUBDIVISION PLAT HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR THE DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

SAPPHIRE AT LA SIENNA SPE, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
NICK RHODES, MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NICK RHODES, MANAGER OF SAPPHIRE AT LA SIENNA SPE, LLC. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

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

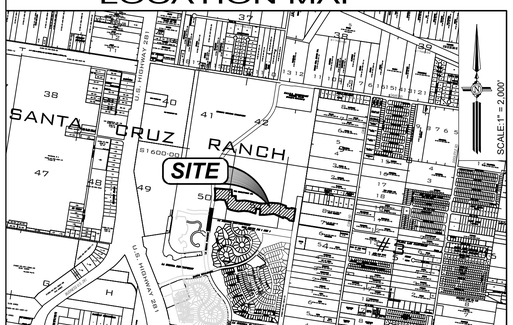
DATE PREPARED: 10/22/2025
ENGINEERING JOB # 25180.00

STATE OF TEXAS
LICENSED
MARIO A. REYNA
117368
PROFESSIONAL ENGINEER

SUBDIVISION MAP OF
SAPPHIRE AT LA SIENNA PHASE II SUBDIVISION

BEING A SUBDIVISION OF 16.701 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 50, 51 AND 52, SANTA CRUZ RANCH SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME Z, PAGE 161, HIDALGO COUNTY MAP RECORDS

LOCATION MAP



STATE OF TEXAS
COUNTY OF HIDALGO

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/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

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

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND BY ME OR UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____, 20 _____

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

DATE SURVEYED: 08/26/2024
SURVEYING JOB No. 24678.08

ROBERTO N. TAMEZ
6238

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

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

SHEET 1 OF 2 SHEETS

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
VARIANCES
Agenda Item No: 9.B.
Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3,Section 3.102 Lot and Design Standards, Table 3.102-1, Single-Family Detached Lots and Building Standards for Residential, Primary (RP) District, Side Yard Setbacks for Sapphire at La Sienna Phase III Subdivision, Being a 12.364 Acres Tract of Land, Out of Lots 51 and 52, Santa Cruz Ranch Subdivision, Volume Z, Page 161, Hidalgo County Map Records, City of Edinburg, Hidalgo County, Texas, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the east side of La Sienna Parkway and approximately 1,304 feet north of E. Water Lily Street, and is within the City of Edinburg, City Limits. This project has yet to submit an official subdivision application with the Planning and Zoning Department, which will be an extension of Phase I and II. Melden & Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

The developer has requested variances for Phase I & II of this subdivision that includes the rear yard setbacks to be reduced from 20 ft. to 10 ft. and for the block length to exceed 1,000 ft. The variances were recommended for approval with the Planning and Zoning Commission on December 11, 2025 and City Council on February 3, 2026.

Variance Request: Article 3, Lot and Design Standards, Section 3.102, Standards for Rural and Residential Development, Table 3.102-1, Single Family Detached Lot and Building Standards

This requested variance is to Article 3, Section 3.102, Table 3.102-1 as it applies to Single-Family Residential detached lots and building standards, primarily the side yard setbacks. The developer is proposing a 5-foot side yard setback as this development has more characteristics in common with town home development and would allow to maximize buildable area of the lots. As per the Unified Development Code (UDC) the rear yard setback for Residential, Primary (RP) District is 6 feet.

On February 12, 2026, the Planning and Zoning Commission recommended with a vote of 5-1 to approve the Subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request as the current design provides ample buildable space for any building they are proposing. If approved, the applicant would need to comply with all other requirements during the permitting process.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning

Prepared by:
Rita Guerrero, Assistant

Jesus Saenz, Assistant City Manager

Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

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

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

TABLE NOTES:

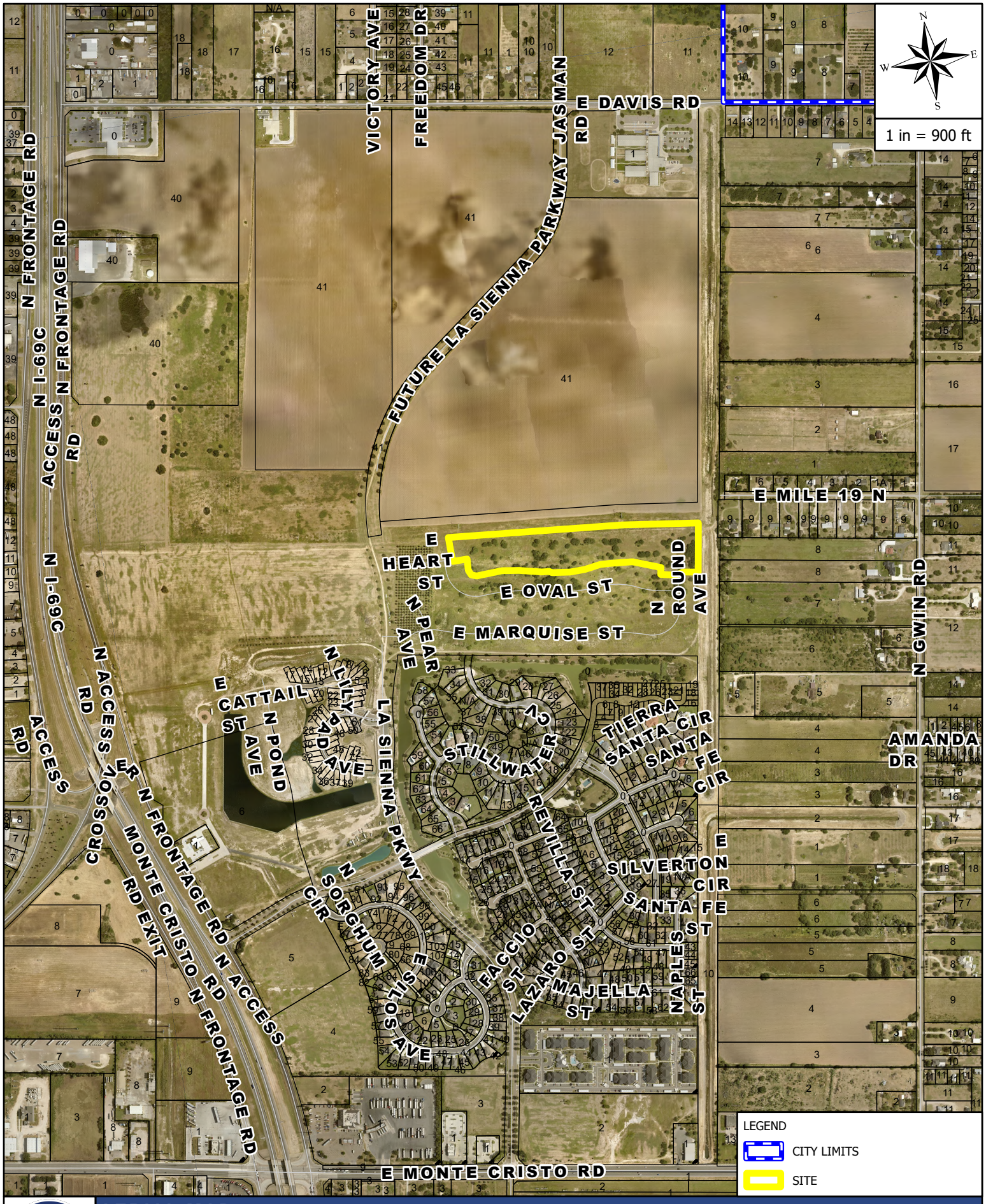
[1]Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

[2]The second height refers to agricultural structures.

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

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

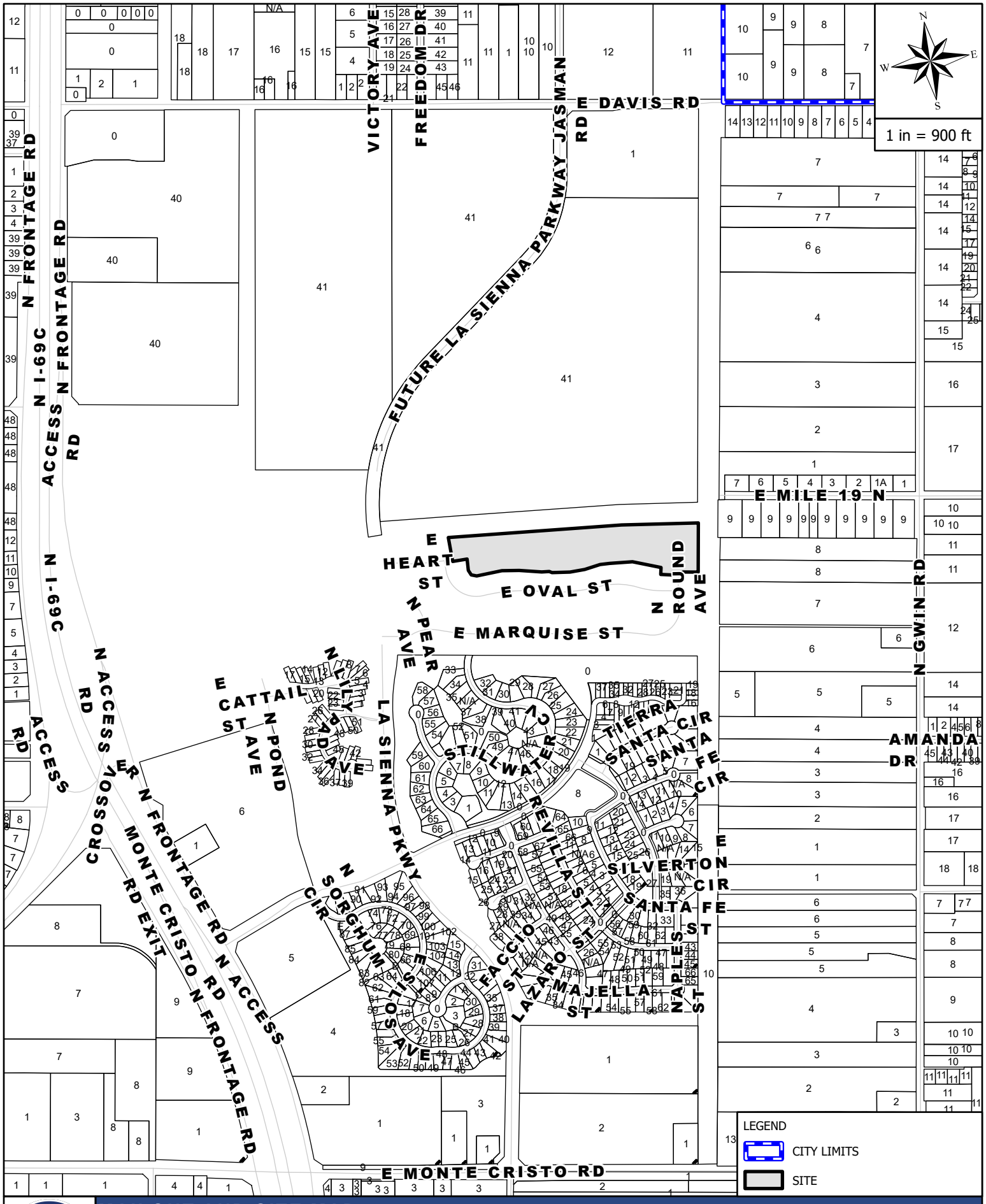
[5]Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.



THE CITY OF EDINBURG TEXAS

AERIAL MAP

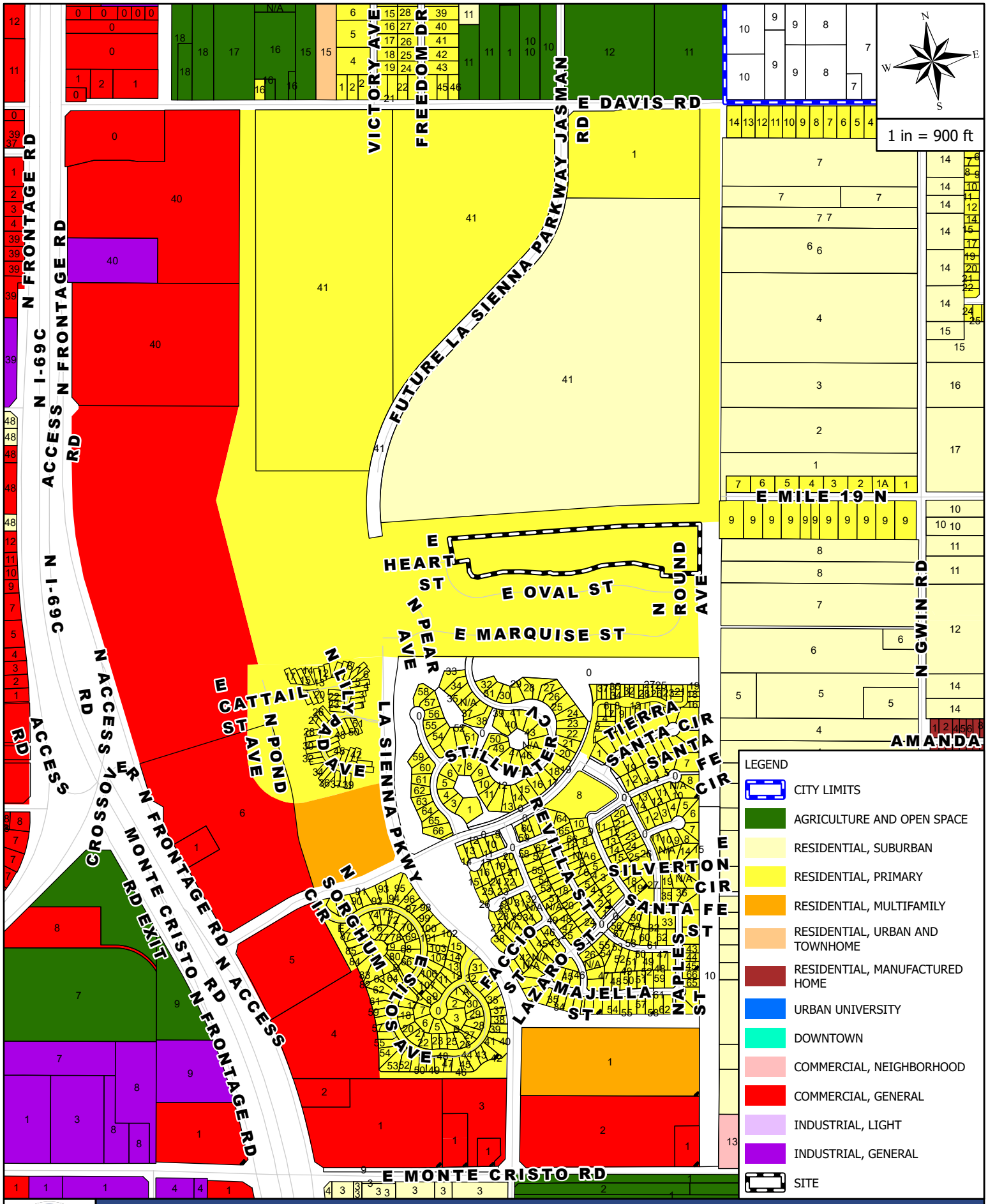
4498 LA SIENNA PKWY



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

4498 LA SIENNA PKWY



ZONING MAP

4498 LA SIENNA PKWY



STATE OF TEXAS
COUNTY OF HIDALGO:

I/WE THE UNDERSIGNED,OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERIN AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION SO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS, AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS AS REFLECTED UPON THE SUBDIVISION PLAT HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR THE DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

SAPPHIRE AT LA SIENNA SPE, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
NICK RHODES, MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NICK RHODES, MANAGER OF SAPPHIRE AT LA SIENNA SPE, LLC. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

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

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

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

DATE PREPARED: 10/22/2025
ENGINEERING JOB # 25180.00

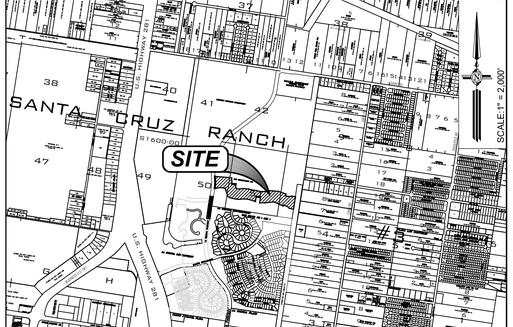
STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

SUBDIVISION MAP OF

SAPPHIRE AT LA SIENNA PHASE III SUBDIVISION

BEING A SUBDIVISION OF 12.364 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 50, 51 AND 52, SANTA CRUZ RANCH SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME Z, PAGE 161, HIDALGO COUNTY MAP RECORDS

LOCATION MAP



STATE OF TEXAS
COUNTY OF HIDALGO

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/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

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

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND BY ME OR UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____, 20 _____

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

DATE SURVEYED: 11/05/2025
SURVEYING JOB No. 25205.08

ROBERTO N. TAMEZ
6238

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

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

SHEET 1 OF 2 SHEETS

Lot Area Table		
Lot #	SQ, FT,	Area
1	6208.11	0.143
2	6656.37	0.153
3	8588.28	0.197
4	12207.18	0.280
5	14177.90	0.325
6	10919.36	0.251
7	10070.71	0.231
8	6526.04	0.150
9	6228.18	0.143
10	6176.53	0.142
11	6229.86	0.143
12	6387.99	0.147
13	6497.50	0.149
14	6454.08	0.148
15	8383.37	0.192
16	6685.48	0.153
17	6803.39	0.156
18	8974.33	0.206
19	7198.73	0.165
20	7357.27	0.169
21	7345.98	0.169
22	9405.51	0.216
23	7030.10	0.161
24	8723.28	0.200
25	8327.01	0.191

Lot Area Table		
Lot #	SQ, FT,	Area
26	8056.60	0.185
27	6207.24	0.142
28	6202.80	0.142
29	8138.92	0.187
30	6604.01	0.152
31	8695.09	0.200
32	7186.76	0.165
33	7468.59	0.171
34	7419.95	0.170
35	9037.02	0.207
36	6591.34	0.151
37	8248.08	0.189
38	6477.37	0.149
39	6553.78	0.150
40	8724.53	0.200
41	10570.09	0.243
42	7580.53	0.174
43	7741.91	0.178
44	7877.41	0.181
45	7635.69	0.175
46	9334.09	0.214
47	6667.05	0.153
48	8153.86	0.187
49	6272.50	0.144
50	6327.64	0.145

Lot Area Table		
Lot #	SQ, FT,	Area
51	6344.12	0.146
52	8658.89	0.199
53	10087.39	0.232
54	10181.06	0.234
55	10152.03	0.233
56	7345.95	0.169
57	2592.54	0.060
58	2563.98	0.059
71	1847.93	0.042
72	90556.84	2.079
142	110983.32	2.548
143	96535.10	2.216
144	61677.09	1.416
145	162819.35	3.738
146	116452.14	2.673
147	40027.83	0.919

Line Table		
Line #	Direction	Length
"L1"	N81° 00' 00"W	110.63'
"L2"	S75° 17' 52"W	56.19'
"L3"	N79° 00' 00"W	113.32'
"L4"	N11° 00' 00"E	52.08'
"L5"	N85° 30' 01"W	167.18'
"L6"	N88° 00' 00"W	71.58'
"L7"	S81° 00' 00"W	119.41'
"L8"	S89° 00' 00"W	110.19'
"L9"	N83° 00' 00"W	131.29'
"L10"	N59° 32' 17"W	22.15'
"L11"	N85° 00' 00"W	55.37'
"L12"	N77° 30' 00"W	166.70'
"L13"	N82° 00' 00"W	126.83'
"L14"	S87° 00' 00"W	189.29'
"L15"	N71° 00' 00"W	40.50'
"L16"	N24° 30' 00"W	40.51'
"L17"	N03° 00' 00"E	84.30'
"L18"	N01° 30' 00"W	179.34'

SUBDIVISION MAP OF

SAPPHIRE AT LA SIENNA PHASE III SUBDIVISION

BEING A SUBDIVISION OF 12.364 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 50, 51 AND 52, SANTA CRUZ RANCH SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME Z, PAGE 161, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION:

A tract of land containing 12.364 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lots 51 and 52, Santa Cruz Ranch Subdivision, according to the plat thereof recorded in Volume Z, Page 161, Hidalgo County Map Records, which said 12.364 acres are out of a certain tract conveyed to SKC Development, LTD., a Texas Limited Partnership, by virtue of a Warranty Deed recorded under Document Number 1205101, Hidalgo County Map Records, said 12.364 acres also being more particularly described as follows;

COMMENCING at a No. 4 rebar set [Northing: 16650730.605, Easting: 1104044.631] at the Northeast corner of Amended La Sienna Development, The Coves Phase I, Section I Subdivision, according to the plat thereof recorded in Instrument Number 2105392, Hidalgo County Map Records, from which a No. 4 rebar found bears S 08° 49' 05" W a distance of 362.40 feet;

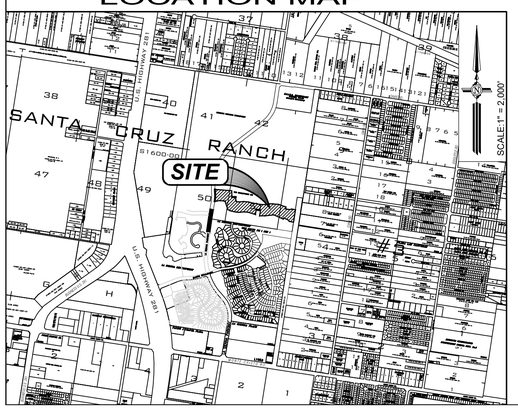
THENCE, N 08° 52' 35" E along the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1 as per La Sienna Development, according to the plat thereof recorded in Volume 53, Page 124, Hidalgo County Map Records, a distance of 619.99 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 00' 00" W a distance of 110.63 feet to a No. 4 rebar set, for an inside corner of this tract;
2. THENCE, S 75° 17' 52" W a distance of 56.19 feet to a No. 4 rebar set, for an outside corner of this tract;
3. THENCE, N 79° 00' 00" W a distance of 113.32 feet to a No. 4 rebar set, for an outside corner of this tract;
4. THENCE, N 11° 00' 00" E a distance of 52.08 feet to a No. 4 rebar set, for an inside corner of this tract;
5. THENCE, N 70° 00' 00" W at a distance of 153.20 feet pass the West line of said Lot 52 and the East line of said Lot 51, continuing a total distance of 215.14 feet to a No. 4 rebar set, for an inside corner of this tract;
6. THENCE, N 85° 30' 01" W a distance of 167.18 feet to a No. 4 rebar set, for an angle point of this tract;
7. THENCE, N 88° 00' 00" W a distance of 71.58 feet to a No. 4 rebar set, for an inside corner of this tract;
8. THENCE, S 81° 00' 00" W a distance of 119.41 feet to a No. 4 rebar set, for an outside corner of this tract;
9. THENCE, S 89° 00' 00" W a distance of 110.19 feet to a No. 4 rebar set, for an outside corner of this tract;
10. THENCE, N 83° 00' 00" W a distance of 131.29 feet to a No. 4 rebar set, for an outside corner of this tract;
11. THENCE, N 59° 32' 17" W a distance of 22.15 feet to a No. 4 rebar set, for an inside corner of this tract;
12. THENCE, N 85° 00' 00" W a distance of 55.37 feet to a No. 4 rebar set, for an outside corner of this tract;
13. THENCE, N 77° 30' 00" W a distance of 166.70 feet to a No. 4 rebar set, for an angle point of this tract;
14. THENCE, N 82° 00' 00" W a distance of 126.83 feet to a No. 4 rebar set, for an inside corner of this tract;
15. THENCE, S 87° 00' 00" W a distance of 189.29 feet to a No. 4 rebar set, for the Southwest corner of this tract;
16. THENCE, N 71° 00' 00" W a distance of 40.50 feet to a No. 4 rebar set, for an outside corner of this tract;
17. THENCE, N 24° 30' 00" W a distance of 40.51 feet to a No. 4 rebar set, for an outside corner of this tract;
18. THENCE, N 03° 00' 00" E a distance of 84.30 feet to a No. 4 rebar set, for an inside corner of this tract;
19. THENCE, in a Southwesterly direction, along a curve to the left, with a central angle of 02° 30' 51", a radius of 2,475.00 feet, an arc length of 108.61 feet, a tangent of 54.31 feet and a chord that bears S 88° 53' 04" W a distance of 108.60 feet to a No. 4 rebar set, for an outside corner of this tract;
20. THENCE, N 01° 30' 00" W a distance of 179.34 feet to a No. 4 rebar set, for the Northwest corner of this tract;
21. THENCE, S 85° 23' 50" E a distance of 1,277.83 feet to a No. 4 rebar set, for an outside corner of this tract;
22. THENCE, S 82° 42' 06" E at a distance of 140.64 feet pass the East line of said Lot 51 and the West line of said Lot 52, continuing a total distance of 565.97 feet to a No. 4 rebar set on the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1, for the Northeast corner of this tract;
23. THENCE, S 08° 52' 35" W along the West line of said tract conveyed to Hidalgo County Drainage District No. 1, a distance of 361.54 feet to the POINT OF BEGINNING and containing 12.364 acres of land, more or less.

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE 20 FEET OR EASEMENT WHICHEVER IS GREATER.
   B. REAR YARD SETBACK LINE SHALL BE (10) FEET OR EASEMENT WHICHEVER IS GREATER.
   C. GARAGE SETBACK LINE SHALL BE (18) FEET OR EASEMENT WHICHEVER IS GREATER.
   D. SIDE YARD SETBACK LINE SHALL BE (5) FEET OR EASEMENT WHICHEVER IS GREATER.
   E. STREET SIDE YARD SETBACK LINE SHALL BE (10) FEET OR EASEMENT WHICHEVER IS GREATER.
2. THIS ENTIRE DEVELOPMENT IS ZONED RESIDENTIAL PRIMARY (RP)
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY LOMR-F CASE NUMBER 09-06-0555A, DATED SEPTEMBER 17, 2009 FOR FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480338 0020 E. FOR CITY OF EDINBURG, HIDALGO COUNTY, TEXAS DATED JUNE 6, 2000, WHICH COVERS THE SUBJECT PROPERTY, THIS TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE "X" (SHADED), DESCRIBED 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.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB.
5. A 5 FOOT SIDEWALK WILL BE REQUIRED ALONG THE FRONT OF THE PROPERTIES AT THE TIME OF BUILDING PERMIT.
6. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
7. ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
8. BENCHMARK NOTES:
9. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED PER LOT.
10. ALL MONUMENTS, PARKING, LANDSCAPING AREAS, OUT PARCEL A COMMON AREA, COMMON ACCESS, SIGNAGE, LIGHTING, LINEAR PARKWAY, DRAINAGE EASEMENTS AND OTHER NON-PUBLIC IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR FUTURE LOT OWNERS WITHIN THE SUBDIVISION.
11. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTIFAMILY CONSTRUCTION)
12. DRAINAGE NOTE:
    IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 110,422 C.F (2.535 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT AND THAT THIS DETENTION WAS APPROVED AS A MASTER PLAN AND NOT A RECENT 50-YEAR STORM REVIEW.
13. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
14. DEVELOPER /OWNER/ H.O.A. WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF ALL PAVED TEMPORARY TURN AROUND SHOWN ON PLAT.
15. THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED NY THE CITY AS PUBLIC IMPROVEMENTS, AND STREETS STREET LIGHTS, TAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOME OWNER ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS SAPPHIRE AT LA SIENNA PHASE I SUBDIVISION DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN. SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE OWNERS OF THE LOTS SERVED BY THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

LOCATION MAP



DRAWN BY: J.L.G. DATE 10-22-2025
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

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

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

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

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

SHEET 2 OF 2 SHEETS

I:\Land Development\Residential\Sapphire\2025 - Rhodes - Sapphire at La Sienna 2\Autocad files\Ph III\SAPPHIRE III.dwg, 10/22/2025 1:05:11 PM, DWG To PDF.pc3

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
ECONOMIC DEVELOPMENT
Agenda Item No: 10.A.
EEDC-Fiesta Edinburg Sponsorship

1. **Agenda Item:**
   Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000.00 as Requested by the Edinburg Chamber of Commerce. [Raudel Garza, EEDC Executive Director]

2. **Description:**
   The Edinburg Chamber of Commerce is requesting for the EEDC to sponsor Fiesta Edinburg at the Pachanga Title Sponsor level in the amount of $20,000.00.
   (The Edinburg EDC Board approved this Item by a Vote of 5-0 on February 02, 2026)

3. **Staff's Recommendation:**
   Approve Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the amount of $20,000.00 as Requested by the Edinburg Chamber of Commerce.

Reviewed by:
Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:
Samantha Martinez, Business Operations Coordinator EEDC

Attachments:
A. 2026 Fiesta Edinburg Sponsorship (EDC)

FIESTA EDINBURG

MUSIC FESTIVAL ✱ EST. 1968

Presented By :
Ronnie Larralde
Executive Director



About Us



The Edinburg Chamber of Commerce proudly presents the 57th Annual Fiesta Edinburg! This beloved event celebrates Edinburg, a 4x All-America City and the home of the county seat. Fiesta Edinburg offers a fun, family-oriented atmosphere filled with live entertainment, food, vendors, and the Heart of America Carnival. We're excited to announce this year's festival will take place at the stunning Bert Ogden Arena, creating a memorable experience for attendees. Last year, Fiesta Edinburg attracted over 25,000 visitors, and with your support, we aim to draw an even larger crowd in 2026 with enhanced events and attractions.

Your partnership with the Edinburg Chamber of Commerce ensures the success of this vibrant community event, enhancing the quality of life for all. We extend our gratitude to the businesses and individuals who help make Fiesta Edinburg a success. We invite all citizens, businesses, and visitors to join us for an unforgettable celebration.

For more information on sponsorship opportunities or customized packages, please contact our Executive Director, Ronnie Larralde, at 956-383-4974.

Thank you for your continued dedication to our Chamber and community.

As a corporate sponsor, this is your opportunity to showcase your business or organization to a broad audience.





Pachanga Title Sponsor

Investment:
$20,000

Exclusive Title Sponsorship Recognition: Official Fiesta Edinburg sponsor featured on all printed materials, media releases, and event branding.

- Extensive Media Coverage: Inclusion in radio campaigns, promotions, commercials, and live remotes.
- Prominent Branding: Logo placement on all event advertising materials, including digital platforms.
- Exclusive Press Recognition:
  - Highlighted in the Fiesta Edinburg press conference with verbal and visual acknowledgments.
  - Inclusion in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Featured in the Big Check Presentation with accompanying photo opportunities.
- Exclusive Merchandise Branding: Logo included on official Fiesta Edinburg T-Shirts and 16 complimentary merchandise items.
- Year-Round Promotion:
- Recognition on the Chamber website as a premier sponsor.
- Company name featured on Chamber Digital Boards for 3 months.
- On-Site Branding:
  - Prominent logo/banner placement throughout festival grounds (provided and approved by the sponsor).
  - Business name announced on-site during festival programming.
- Engagement Opportunities:
  - Complimentary 20x20 booth with tent, table, and two chairs for exhibitor activities.
  - Recognition across all social media platforms (combined reach of over 40,000 followers).
- Exclusive Sponsor Benefits:
  - No competing sponsors in your category.
  - First right of refusal as Title Sponsor for subsequent Fiesta Edinburg events.
- VIP Experience:
  - 16 VIP tickets with access to the exclusive lounge for both concert days.



Sombrero Sponsor

Investment: $10,000

- Prominent Media Recognition:
  - Inclusion in all advertising materials and logo placement on event posters.
  - Featured in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Participation in Big Check Presentation and photo opportunities.
  - Verbal and visual acknowledgment during the press conference.
- Branding Opportunities:
  - Logo on official Fiesta Edinburg T-Shirts.
  - Featured on the Chamber Digital Board for three months.
  - Year-round recognition on the Chamber website.
  - Prominent logo/banner placement on festival grounds (provided and approved by the sponsor).
  - Inclusion of one commercial float/vehicle in the Fiesta Edinburg Parade.
- On-Site Engagement:
  - Complimentary 10x10 booth for exhibitor activities.
  - Business name announced on-site during the festival.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 40,000 followers).
- VIP Experience:
  - 8 VIP tickets with lounge access for two concert days.
  - 8 complimentary merchandise items.



Tardeada Sponsor

Investment: $5,000

- Media Recognition:
  - Inclusion in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Participation in the Big Check Presentation with photo opportunities.
- Branding Opportunities:
  - Featured on the Chamber Digital Board for three months.
  - Prominent logo placement on the main stage and festival grounds (provided and approved by the sponsor).
- On-Site Engagement:
  - Complimentary 10x10 booth for exhibitor activities.
  - Business name announced on-site during the festival.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 40,000
- followers). VIP Experience:
  - 4 VIP tickets with lounge access for two concert days.
  - 4 complimentary merchandise items.

Parillada Sponsor

Investment: $3,000



- Media Recognition:
  - Inclusion in newspaper placements, "Thank You" ads, and press releases.
- Branding Opportunities:
  - Prominent logo/banner placement on festival grounds (provided and approved by the sponsor.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 40,000 followers).
- VIP Experience:
  - 5 concert tickets with lounge access for one concert day.

Piñata Sponsor

Investment: $1,000

- Media Recognition:
  - Inclusion in "Thank You" ads, press releases, and newspaper ads.
- On-Site Branding:
  - Business nameannounced on-site during the festival.
- Social Media Reach:
  - Recognition across allsocial media platforms (combined reach ofover 40,000 followers).
- VIP Experience:
  - 3 concert tickets with lounge access for one concert day.





Thank You

WE LOOK FORWARD TO WORKING WITH YOU

By signing this form, you agree to the terms outlined herein.

Commitment Date: January 23, 2026 **Payment Deadline:** February 20,2026

BASIC INFORMATION

Company Name:		
Contact Name:	Title:	
Street Address:		
City:	State:	Zip Code:
Phone Number:	E-mail:	

LEVEL OF PARTICIPATION

☐ Pachanga Sponsor - $20,000	☐ Parillada Sponsor - $3,000
☐ Sombrero Sponsor - $10,000	☐ Pinata Sponsor $1,000
☐ Tardeada Sponsor - $5,000	

COMPANY AUTHORIZED SIGNATURE:

BILLING INFORMATION

Payment Type: ☐ Credit Card	☐ Cash	☐ Check	☐ Send Invoice	☐ Other	
Credit Card Number:				☐ Visa ☐ AMEX	☐ MC
Name on Credit Card:					
Expiration Date: /	CVV #:			Zip Code:	
Authorized Signature:			Date:		

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.A.
Ordinance Amending Chapter 30- Sick Leave

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) and removing Appendix Structural Organizational Charts. [Erica A. Balli, Director of Human Resources/Civil Service]

2. Description:

Currently, the City of Edinburg, Texas Code of Ordinances, Title III (Administration), Chapter 30 (Administrative Code), Section 30.038(D) (Sick Leave) provides that employees eligible to retire with 20 or more years of service to the City, or who retire through the Texas Municipal Retirement System (TMRS), are entitled to a lump-sum payment equal to their full salary for accumulated sick leave, up to a maximum of 90 days.

City staff requests an amendment to the ordinance to provide that employees who are eligible to retire with 20 years or more of service to the city are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to a maximum of 90 days of accrued sick leave.

Additionally, currently the City of Edinburg, Texas Code of Ordinances, Appendix Structural Organizational Charts, reflects an outdated structural organizational chart. City staff requests that this be removed due to it being frequently amended as positions are changed, created, or deleted.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, Title III, Administration, Chapter 30, Administrative Code, Section 30.038, Sick Leave, Subsection (D) and removing Appendix Structural Organizational Charts.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:

A. Ordinance Amending Sec 30.038 - Administrative Code Sick Leave (Leave out TMRS) 3.5.26

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE III: ADMINISTRATION, CHAPTER 30 ADMINISTRATIVE CODE, SECTION 30.038, SICK LEAVE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, the City of Edinburg has the authority to address matters of public health and safety; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Edinburg Code of Ordinances to facilitate matters of public health and safety for the welfare of the community.

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

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

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

SECTION III. The Code of Ordinances of the City, Title III ("Administration"), Chapter 30 ("Administrative Code"), Section 30.038 ("Sick Leave"), Subsection (D) is hereby amended and to be read in its entirety as shown in Exhibit A attached to this ordinance.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on March 5, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine R. Solis, City Attorney

EXHIBIT A

Sec. 30.038 – Sick leave.

…

(D) No employee shall be entitled to payment in lieu of sick leave time.

(1) Except civil service officers and firefighters, with less than 20 years of service with the city, who leave the classified service for any reason are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to a maximum of 720 hours (90 days) of accrued sick leave, as specified under the Municipal Civil Service Act, being V.T.C.A., Local Government Code §§ 143.001 et seq. The maximum accumulated sick leave that will be paid to a firefighter upon leaving the Fire Department shall be 120 days (960 hours), and the maximum accumulated sick leave that will be paid to a police officer upon leaving the Police Department shall be 150 days (1200 hours). The firefighter and police officer must have provided a minimum of 20 years of continuous service to the city.

(2) Except employees who are eligible to retire with twenty (20) years or more of service to the city are entitled to receive in a lump sum payment the full amount of their salary for accumulated sick leave up to a maximum of 720 hours (90 days) of accrued sick leave.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.B.
Bi-Annual Maintenance Service Agreement for City Wide Generators

1. Agenda Item:

Consider Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Waukesha – Pearce Industries, LLC, for the Bi-Annual Maintenance Service Agreement for City Wide Generators, to Include the Amended List of Generators at the Unit Listed Price, to Renew for One (1) additional year and Execute All Documents Relating Thereto. [Vincent Romero, Public Works Director]

2. Description:

On March 4, 2025, the City of Edinburg entered into an agreement with Waukesha Pearce Industries, LLC to provide a bi-annual maintenance service agreement for citywide generators serving various City of Edinburg departments.

This service contract provides for two (2) preventive maintenance services and inspections per year, including one (1) two-hour load bank test conducted twice annually, for a total of 46 generators utilized across multiple City departments.

The scope of services under the maintenance agreement is being amended to include the addition of three (3) generators and the removal of three (3) obsolete generators for City departments at the specified cost, and to exercise the option to extend the service agreement for one (1) additional year.

Funding is available in the FY 2025–2026 Rental and Contractual Fund of the respective departments.

Staff has verified that Waukesha–Pearce Industries, L.L.C. has no outstanding debts with the City. The company has serviced the City's maintenance agreement over the past year with satisfactory performance and maintains no outstanding obligations.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Waukesha – Pearce Industries, for the Bi-Annual Maintenance Service Agreement for City Wide Generators, to include the amended list of generators at the unit listed price, to renew for One (1) additional year and Execute All Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Approved - 2/19/2026	Vincent Romero, Director of
Josephine Ramirez Solis, City Attorney	Final Approval - 2/20/2026	Public Works

Attachments:

A. AMENDED AGREEMENT WPI

B. AMENDMENT NO. 1 WPI
C. EXHIBIT B SCOPE OF WORK

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS – BID NO. 2025-5

This Amendment Number One (1) is entered into by and between the City of Edinburg (hereinafter called **"City"**), and WAUKESHA-PEARCE INDUSTRIES., (hereinafter referred to as **"Contractor"**).

RECITALS

WHEREAS, on March 4, 2025 the City of Edinburg entered into an agreement with the Contractor to provide Bi-Annual Maintenance Services for city-wide generators for the City of Edinburg Departments (hereinafter referred to as "Agreement" and attached as Exhibit "A"); and

WHEREAS, Specifically, it was agreed that the Contractor would provide Bi-Annual Inspection and Maintenance Services, as described in Exhibit "A"; and

WHEREAS, City and Contractor desire to Amend Agreement to update the list of generators covered under the Agreement for the City of Edinburg Departments as set out in the attached Exhibit "B").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that this Amendment Number One (1) to the Agreement, shall be hereby amended as follows:

1. The Term of the Agreement, to include the period of performance for the services to be provided, shall be extended from March 4, 2026 through March 03, 2027.
2. The Scope of Services shall be modified by agreement to include the services for an additional Three (3) Generators for the City of Edinburg Utilities Department, outlined in the Attached Exhibit "B". The City Manager shall be the designated representative authorized to approve any further change in services, as necessary.
3. The Parties agree that any further amendments and/or modifications to the terms and conditions of the Agreement shall be made in writing and by agreement of both Parties.

All other provisions of the Agreement not specifically in conflict with this Amendment, shall remain the same and in full force and effect.

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT "A" – MASTER AGREEMENT

THE STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE SERVICES FOR CITY-WIDE GENERATORS
COUNTY OF HIDALGO	§	
SERVICE CONTRACT	§	

The **City of Edinburg** (hereinafter called "City"), and Waukesha-Pearce Industries, (herein called "Contractor"), are parties to this Agreement for Generator Maintenance Services that will be utilized throughout the City.

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, Contractor represents that it has the knowledge, ability, and personnel to properly provide concrete services needed by the City;

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

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Generator Maintenance Services throughout the city; at his/her (it's or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Works and Notice to Bids and Bid Form pertaining to Bid #2025-5

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
TIME OF PERFORMANCE

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal years 2024-2025 through 2025-2026 with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for (2) Two additional years in one-year increments if the unit prices remain firm and the performance is satisfactory.

SECTION IV
STANDARD OF PERFORMANCE

A. Contractor shall perform the Services described in Exhibits "A".

B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

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

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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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

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

SECTION V
TERMS OF PAYMENT

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

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in **Unit Price** amounts

B. 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.

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

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

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

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

B. 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 within 30 days of receiving City's written notice.

C. 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.

D. 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.

E. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City policies. Application for Payment will be processed by the Department of Public Works. Payment terms shall be net thirty (30) days from receipt of invoice.

F. 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, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The 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.

G. 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.

H. 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 VI
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.

SECTION VII
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors ("Third Party 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 Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

SECTION VIII
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 IX
NON-APPROPRIATIONS

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.

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.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION X
MINIMUM INSURANCE REQUIREMENTS

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. Employer's Liability

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
	$500,000 policy limits

C. 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

D. Comprehensive Auto Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person

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

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

G. If at any time and for any reason 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, 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 Contractor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. 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 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 XI
TERMINATION OF CONTRACT

A. 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 Services rendered by Contractor breach or violate any of the provisions of this Agreement.

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

C. Upon termination or completion of Contractor's Services hereunder or at 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 Services.

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

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

SECTION XII
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 XIII
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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION XIV
INDEMNIFICATION

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

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

SECTION XV
LIMITATION OF LIABILITY

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

SECTION XVI
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 XVII
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor 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 affect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
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 XIX
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:

1381 Wald Road
New Braunfels, TX 78132
Attn: Robert Syzdek

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 XX
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 XXI
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 XXII
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 of the other Contract Documents, the terms of this Agreement shall be controlling.

SECTION XXIII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this 8th day of April, 2025.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez- Solis, City Attorney

Waukesha-Pearce Industries

BY:_____
Robert Syzdek
Product Support Rep - PowerGen
1381 Wald Road
New Braunfels, TX 78132
Phone: (830) 359-7260
Call Center: (855)723-1050
Email: robert.syzdek@wpi.com

Attachments: Exhibit "A" Scope of Work (Maintenance Agreement)
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2025-5 Notice to Bidders and Bid Form

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS
EXHIBIT "A" SCOPE OF WORK

This project includes the Bi-Annual Maintenance Services for City Wide Generators of Items listed below. (These specifications will supersede the written specifications in case of a conflict.)

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost
PW1	Public Works - Generac, SOKW, Modell/6996150100 Serial No. 2090344	1	Each	$1,171.01
PW2	Public works - Kohler, 2SKW, Model 1120RE02JC, Serial No. 2270866	1	Each	$988.48
CH1	City Hall - Generac 400KW, Model //9867950200, Serial No. 2098589	1	Each	$1,915.54
CH2	City Hall - Generac, 400KW, Model //9867950200, Serial No. 2098590	1	Each	$1,915.54
AP1	Airport //1 - Caterpillar, 50KW, Model //D50-2LC, Serial No. CATOOC44JMZT00400	1	Each	$1,151.35
AP2	Airport *112* • Caterpillar, 60KW, Model //S60-4LC, Serial No. CATOOC44TH4T00114	1	Each	$1,268.89
AP3	Airport //3 - Cummins, 25KW, Model tIDSKAB-1401443, Serial No. C140650144	1	Each	$1,197.27
AP4	Airport //4 - Generac, 250KW, Model IISD250, Serial No. 3002310240	1	Each	$1,642.12
AP5	Airport //5 -Generac, SOKW, Model NSDSO, Serial No. 3007393591	1	Each	$1,227.98
AP6	Airport //6 - Kohler, 300 KW,Model 300REOZJ, Serial No. 33CYGMMD0003	1	Each	$1,721.60
FS1	Fire Station N/, Onan, 200KW, Model //200.0DFP17RZ15953I, Serial No. E820622078	1	Each	$1,836.82
FS2	Fire Station //12 - Caterpillar, 40KW, Model t/040-4, Serial No. CATOOC44HNCD00718	1	Each	$1,076.68
FS3	Fire Station tt3 -Caterpillar, SOKW, Model 1//080-4, Serial No. CATOOC44HNCE00706	1	Each	$1,134.89
FS4	Fire Station *114* - Generac, 130KW, Model //5501200100, Serial No. 2084011	1	Each	$1,294.87
FS5	Fire Station //5 -Kohler, 230KW, Model //230REOZJE, Serial No. GM66100-GA4	1	Each	$1,425.33
LFI	landfill - Generac- 500KW, Model //GTS Series, Serial No. 2108838	1	Each	$1,574.20
LF2	Landfill - Generac - 400KW, Model //SD400, Serial No. 3011980918	1	Each	$1,748.60
LIB	Library-Generac -400KW, Model //2206D-E13TAG3, Serial No. 9743011	1	Each	$1,830.87
PDI	PD /// - Detroit Diesel, 812KW, Model //800DS4, Serial No. 2010431	1	Each	$3,098.45
PD2	PD //2 - Kohler - 31KW, Model //30RE02K (CPI), Serial No. SGM32L54L	1	Each	$916.04

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$1,994.05
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$1,891.85
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$2,889.03
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJ01601	1	Each	$2,684.42
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 500KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,395.25
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. 1120393799	1	Each	$4,503.45
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. R0068428	1	Each	$1,387.45
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #08-083112, Serial No. 7350772	1	Each	$997.75
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	$1,267.25
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,401.33
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECKS00949	1	Each	$1,401.33
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LTI, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$1,032.22
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$1,274.49
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$1,274.49
WWP15	Utilities Waste Water Portable Generator New Mobile GeneratorGEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,274.49
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,274.49

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

Line Item	Description (WAUKESHA- PEARCE)	Quantity	Unit of Measure	Total Cost
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,274.49
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GENG, Generac, 120/140KW, Model #MDG17S, Serial No. 3011262399	1	Each	$1,274.49
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model tMDG175, Serial No. 3011262397	1	Each	$1,274.49
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,274.49
WP21	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 812229922	1	Each	$2,672.15
WP22	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,721.68
WP23	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model tl400REOZJB, Serial No. SGM32B9Z3	1	Each	$2,198.95
WP24	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$1,914.05
WP25	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,582.52
WP26	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,115.75
Total Cost				

		Quantity	Unit of Measure	HRLY RATE
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$ 198.00

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually.

Visually inspect the site and equipment

Gas Engine – inspect and adjust ignition system, and plugs

Diesel Engine – inspect injection system and pump

Inspect fuel system including day tank, (if applicable)

Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at location by Service Provider

Inspect and clean as needed dry type air cleaner element, or clean and refill oil bath type air cleaner using recommended OEM oil furnished at location by Service Provider

Check block heater operation

Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water

Replace coolant filter, (if applicable) using recommended OEM Parts furnished at location by Service Provider

Grease accessory drives and/or generator as necessary

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

Inspect and adjust engine fan belts as necessary

Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition

Check oil level, start unit, warm up and check and record oil pressure

Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading

Inspect engine and generator control functions and time delays as applicable

Inspect all instruments for proper operation

Adjust frequency and voltage as required

Inspect and clean, (if applicable) generator slip rings and brushes

Inspect automatic switch(s) for proper operation which includes:
time delays and exercisers where possible

Test run generator, loaded where possible and record readings

Change all lube oil and applicable filter elements annually, using
recommended OEM lube oil furnished at location by Service Provider

Fill antifreeze as needed (as associated with normal evaporation/loss),
using recommended OEM, furnished at location by Service Provider

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

Provide a written report after each inspection or repair call detailing
any conditions found and advising further service required, in any,
to promote operating dependability of the system

Perform 2 hour load bank testing, and provide written report to customer
annually

Vendor will provide 24-HOUR EMERGENCY SERVICE at an Hourly Labor Rate of $198.00

EXHIBIT "B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATOR

EXHIBIT "B" CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 11/25/2024

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

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

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538
CONTACT NAME:	Katherine Marona
PHONE (A/C, No, Ext):	(713) 458-5489
FAX (A/C, No):	
E-MAIL ADDRESS:	KMarona@lockton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property and Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Co of North America	43575
INSURER D: Gemini Insurance Company	10833
INSURER E:	
INSURER F:	

INSURED
1488010 Waukesha-Pearce Industries, LLC
12320 South Main Street
Houston TX 77035

COVERAGES CERTIFICATE NUMBER: 21106245 REVISION NUMBER: XXXXXXX

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	Y	HDO G48912734	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A D	AUTOMOBILE LIABILITY	Y	Y	ISA H10764804 GVE100309402	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	Y	G7251449A 004	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WLR C54511693 (AOS) WLR C54511796 (AK/AZ/CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

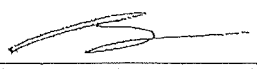
21106245

CITY OF EDINBURG
PO BOX 1079
EDINBURG TX 78541

CANCELLATION See Attachment

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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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

EXHIBIT "C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATOR

EXHIBIT "C" NOTICE TO BIDDERS AND BID FORMS

REQUEST FOR BIDS

2025-5

BI-ANNUAL MAINTENANCE SERVICES AGREEMENT FOR CITY-WIDE GENERATORS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 27, 2024

DEADLINE FOR QUESTIONS: December 9, 2024

RESPONSE DEADLINE: December 17, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Bi-Annual Maintenance Services Agreement for City-Wide Generators

I. Introduction.....

II. Legal Notice.....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal.....

Attachments:

A - Sample CONTRACT_AGREEMENT_-_Generator_Maintenance_

B - Rules for Electronic Bidding

C - City Wide Generator 2025 (1)

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Bi-Annual Preventive Maintenance Services agreement for City-Wide generators as per the specifications listed below.

1.2. Background

Preventive Maintenance Service for Generators City-Wide.

The City owns and operates Forty-Six (46) Generators at Seventeen (17) different locations throughout the city.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	November 27, 2024
Pre-Proposal Meeting (Non-Mandatory)	December 5, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/87586379063?pwd=aYpY1VCqy5Xn4Tu8lWJRtjLlr7lOs0.1 Meeting ID: 875 8637 9063 Passcode: 196313
Question Submission Deadline	December 9, 2024, 3:00pm

Proposal Submission Deadline	December 17, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Bi-Annual Maintenance Services Agreement for City-Wide Generators.

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

3:00 pm, Tuesday, December 17, 2024.

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, December 17, 2024

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

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2025-5" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive, Edinburg, TX 78540

c/o City Secretary Department (1st Floor)

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

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 3:00 pm Monday, December 9, 2024.

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

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

The City of Edinburg will receive sealed bids for the goods/services described in this Invitation to Bid (ITB).

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of Bi-Annual Maintenance Services Agreement for City-Wide Generators for the City of Edinburg.

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

SUBMITTAL OF "HARD COPY" BID

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

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Bi-Annual Maintenance Services Agreement for City-Wide Generatorsas specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

VALID BID TIME FRAME

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. GENERAL SPECIFICATIONS

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO-HOUR LOAD BANK TEST

A. The City shall enter into a 12-month service contract with the successful bidder.

B. The Contract shall be awarded for a period of (1) one years from the date of award of the contract ("Initial Contract Period") The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.

C. The Bid will be awarded to the lowest responsible bidder meeting specifications.

D. The City reserves the right to award this bid on a "Per Item" basis.

E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

4.2. MINIMUM REQUIREMENTS

- The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.
- The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually
- Visually inspect the site and equipment
- Gas Engine – inspect and adjust the ignition system and plugs
- Diesel Engine – Inspect injection system and pump
- Inspect the fuel system including the day tank, (if applicable)
- Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at the location by Service Provider
- Inspect and clean as needed dry type air cleaner element, or clean and refill oil batch type air cleaner using recommended OEM oil furnished at location by Service Provider.
- Check block heater operation
- Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water

- Replace the coolant filter, (if applicable) using recommended OEM Parts furnished at a location by Service Provider
- Grease accessory drives and/or generators as necessary
- Inspect and adjust engine fan belts as necessary
- Inspect the engine exhaust system for leaks or corrosion; check the condensation trap and muffler condition
- Check the oil level, start the unit, warm up, and check and record the oil pressure
- Inspect starting system including batteries, cables, battery charger, alternator, and record battery-specific gravity reading
- Inspect engine and generator control functions and time delays as applicable
- Inspect all instruments for proper operation
- Adjust frequency and voltage as required
- Inspect and clean, (if applicable) generator slip rings and brushes
- Inspect automatic switch(s) for the proper operation which includes: time delays and exercisers where possible
- Test run generator, loaded where possible, and record readings
- Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at a location by Service Provider
- Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at a location by Service Provider
- Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote the operating dependability of the system
- Perform 2-hour load bank testing, provide a written report to customer annually

4.3. 24-HOUR EMERGENCY SERVICE

- The vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service
- The vendor must have a location within 25 miles of the City of Edinburg City Limits
- Provide the physical address of the business location

4.4. SERVICE LOCATION:

Airport (6 Generators)

1300 E. FM 490

Edinburg, Texas 78542

Public Works (2 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant (1 Generator)

North Booster Station

4724 North Highway 281

Edinburg, Texas 78542

Library (1 Generator)

1906 S Closner Blvd.

Edinburg, Texas 78539

Utilities/Systems (11 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

City Hall (2 Generators)

415 W University

Edinburg, Texas 78541

Fire Station 1 (1 Generators)

212 W McIntyre Street

Edinburg, Texas 78541

Fire Station 2 (1 Generators)

602 West Canton Road

Edinburg, Texas 78539

Fire Station 3 (1 Generators)

1221 East University Drive

Edinburg, Texas 78539

Fire Station 4 (1 Generators)

315 Matthew

Edinburg, Texas 78539

Fire Station 5 (1 Generators)

800 East Davis Road

Edinburg, Texas 78539

Solid Waste Management / Landfill (2 Generators)

8601 N. Jasman Road

Edinburg, Texas 78541

Utilities/Water Plant (3 Generators)

1752 S. Mon Mack Road

Edinburg, Texas 78539

Utilities/Water Plant (2 Generators)

Down Town Plant

500 E Mahl Street

Edinburg, Texas 78539

Utilities/Wastewater Treatment (9 Generators)

1202 N. "M" Road

Edinburg, Texas 78541

Police Department (2 Generators)

1702 S Closner Blvd.

Edinburg, Texas 78539

5. Vendor Questionnaire

5.1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of Insurance here.

*Response required

5.2. Please fill out and upload the attached specification document.*

Please download the below documents, complete, and upload.

- Generator Maintenance Speci...

*Response required

5.3. Required Forms

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

Please download the below documents, complete, and upload.

- GENERAL QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION DISCLOSURE FORM.pdf

*Response required

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

Please download the below documents, complete, and upload.

- CONFLICT OF INTEREST.pdf

*Response required

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

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

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

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

- SENATE BILL 13 VERIFICATION...

*Response required

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

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

1) does not boycott Israel; and

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

- HOUSE BILL 89 VERIFICATION.pdf

*Response required

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

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

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

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

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

- SENATE BILL 19 VERIFICATION...

*Response required

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

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

- CITY OF EDINBURG NONCOLLUSI...

*Response required

*5.3.8. Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

*5.3.9. If awarded the 1295 form must be provided.**

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

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

☐ Yes
☐ No

*Response required

6. Pricing Proposal

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each			
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each			
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each			
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each			
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each			
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each			
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each			
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each			
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each			
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each			
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each			
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each			
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each			
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each			
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each			
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each			
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each			
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each			
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each			
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each			
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each			
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each			
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each			
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each			
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-083112, Serial No. 7350772	1	Each			
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each			
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each			
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each			
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each			
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each			
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each			
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each			
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each			
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each			
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each			
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each			
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400REOZJB, Serial No. SGM32B9Z3	1	Each			
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each			
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each			
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each			
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators
RESPONSE DEADLINE: December 17, 2024 at 3:00 pm
Report Generated: Tuesday, February 4, 2025

Waukesha Pearce Industries Response

CONTACT INFORMATION

Company:
Waukesha Pearce Industries

Email:
robert.syzdek@wpi.com

Contact:
Robert Syzdek

Address:
5934 US 281
Edinburg, TX 78452

Phone:
(830) 359-7260

Website:
N/A

Submission Date:
Dec 13, 2024 10:58 AM (Central Time)

ADDENDA CONFIRMATION

No addenda Issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *
Please upload a copy of your Certificate of Insurance here.

COI_City_of_Edinburg.pdf

2. Please fill out and upload the attached specification document.*
Please download the below documents, complete, and upload.

- Generator Maintenance Specl...

City_of_Edinburg_Maint_Service_Spec_2024_Bid.pdf

3. Required Forms

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

- GENERAL QUESTIONNAIRE.pdf

City_of_Edinburg_Company_Providing_Proposal_Questionaire.pdf

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

- LITIGATION DISCLOSURE FORM.pdf

City_of_Edinburg_Litigation_Disclosure_Form.pdf

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

- CONFLICT OF INTEREST.pdf

City_of_Edinburg_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE BILL 13 VERIFICATION...

City_of_Edinburg_Senate_Bill13_Ver.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

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

- HOUSE BILL 89 VERIFICATION.pdf

City_of_Edinburg_House_Bill_89_Ver.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...

City_of_Edinburg_Senate_Bill_19_Ver.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...

City_of_Edinburg_Noncollusion_Affidavit.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

City_of_Edinburg_CIQ.pdf

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

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

Yes

PRICE TABLES

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	$1,171.01	$1,171.01	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	$988.48	$988.48	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,915.54	$1,915.54	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,915.54	$1,915.54	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	$1,151.35	$1,151.35	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	$1,268.89	$1,268.89	
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	$1,197.27	$1,197.27	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	$1,642.12	$1,642.12	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	$1,227.98	$1,227.98	
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each	$1,721.60	$1,721.60	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	$1,836.82	$1,836.82	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	$1,076.68	$1,076.68	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	$1,134.89	$1,134.89	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,294.87	$1,294.87	
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,425.33	$1,425.33	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,574.20	$1,574.20	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	$1,748.60	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,830.87	$1,830.87	
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$3,098.45	$3,098.45	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54I.	1	Each	$916.04	$916.04	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$1,994.05	$1,994.05	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$1,891.85	$1,891.85	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$2,889.03	$2,889.03	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	$2,684.42	$2,684.42	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,395.25	$3,395.25	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	$4,503.45	$4,503.45	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	$1,387.45	$1,387.45	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 5GKW, Model #DB-083112, Serial No. 7350772	1	Each	$997.75	$997.75	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSIU4F, Serial No. 7601163	1	Each	$1,267.25	$1,267.25	
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,401.33	$1,401.33	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	$1,401.33	$1,401.33	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$1,032.22	$1,032.22	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$1,274.49	$1,274.49	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$1,274.49	$1,274.49	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,274.49	$1,274.49	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,274.49	$1,274.49	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,274.49	$1,274.49	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	$1,274.49	$1,274.49	
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	$1,274.49	$1,274.49	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,274.49	$1,274.49	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	$2,672.15	$2,672.15	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,721.68	$1,721.68	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400REOZJB, Serial No. SGM32B9Z3	1	Each	$2,198.95	$2,198.95	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$1,914.05	$1,914.05	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,582.52	$4,582.52	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,115.75	$2,115.75	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$198.00	$198.00	
TOTAL					$80,580.93	

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 11/25/2024

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

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

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC In CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME: Katherine Marona PHONE (A/C, No, Ext): (713) 458-5489 FAX (A/C, No): E-MAIL ADDRESS: KMarona@lockton.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED	Waukesha-Pearce Industries, LLC 12320 South Main Street Houston TX 77035	INSURER B : ACE Property and Casualty Insurance Company	20699
1488010		INSURER C : Indemnity Insurance Co of North America	43575
		INSURER D : Gemini Insurance Company	10833
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 21106245 REVISION NUMBER: XXXXXXX

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	Y	HDO G48912734	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A D	AUTOMOBILE LIABILITY	Y	Y	ISA H10764804 GVE100309402	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	Y	G7251449A 004	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $							$ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WLR C54511693 (AOS) WLR C54511796 (AK/AZ/CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

21106245

CITY OF EDINBURG
PO BOX 1079
EDINBURG TX 78541

CANCELLATION See Attachment

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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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

Inspect and clean as needed dry type air cleaner element,
or clean and refill oil bath type air cleaner using
recommended OEM oil furnished at location by Service Provider

Check block heater operation

Inspect cooling system for pressure leaks, verify
antifreeze protection to a strength of 50% antifreeze and 50% water

Replace coolant filter, (if applicable) using recommended OEM
Parts furnished at location by Service Provider

Grease accessory drives and/or generator as necessary

Inspect and adjust engine fan belts as necessary

Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition

Check oil level, start unit, warm up and check and record oil pressure

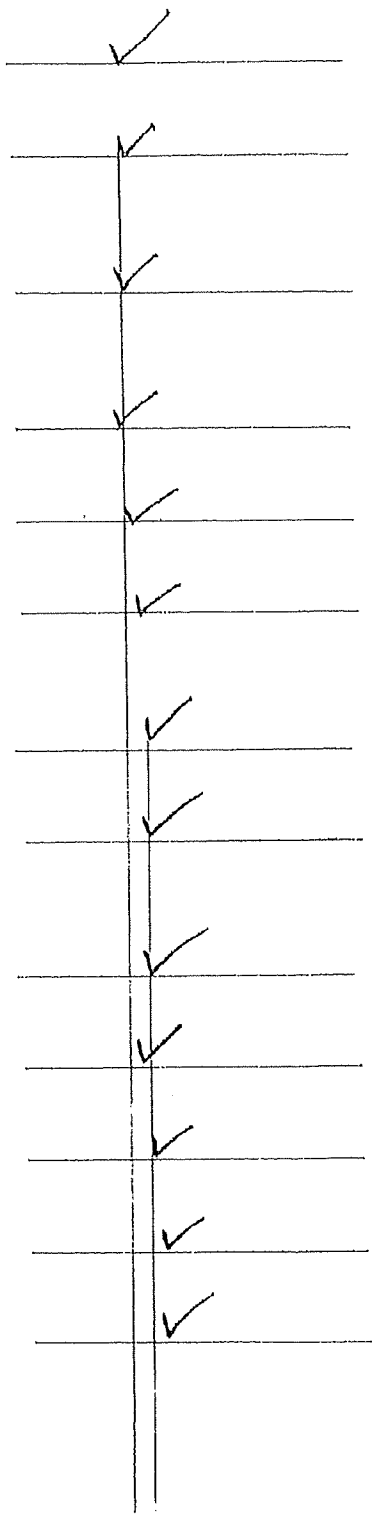
Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading

Inspect engine and generator control functions and time delays as applicable

Inspect all instruments for proper operation

Adjust frequency and voltage as required

Inspect and clean, (if applicable) generator slip rings and brushes



MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible	✓
Test run generator, loaded where possible and record readings	✓
Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at location by Service Provider	✓
Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at location by Service Provider	✓
Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system	✓
Perform 2 hour load bank testing, provide written report to customer annually	✓
24-HOUR EMERGENCY SERVICE:	
Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service	✓
Vendor must have a location within 25 miles of City of Edinburg City Limits Provide physical address of business location	✓

DATE: 12 / 12 / 24

AUTHORIZED SIGNATURE:

TITLE: Product Support Representative

services beyond the scope of the maintenance agreement if said agreement is awarded.

Prices will be as follows:

Labor Rate: [illegible] $120.00 - Overtime: [illegible]

[illegible] of this chapter.

Parts will be sold at cost plus 20 percent.

Thank you,

Robert Syzdek

Product Support Representative

830-359-7260

robert.syzdek@wpi.com

Please read your specifications thoroughly and be sure that the Service Specification offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Service Maintenance must be furnished as specified.

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO HOUR LOAD BANK TEST

MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.	✓
The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually.	✓
Visually inspect the site and equipment	✓
Gas Engine – inspect and adjust ignition system, and plugs	✓
Diesel Engine – inspect injection system and pump	✓
Inspect fuel system including day tank, (if applicable)	✓
Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at location by Service Provider	✓

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.

- Address: 10101 FONDREN GARDEN STREET
  HOUSTON, TX, 77035
- Telephone/Fax: 210-653-5011
- Email address: ROBERT.SYZDEK@WPI.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? HOUSTON, 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? 12 (years) ____ (months)

   c. State the number of full-time employees at the Edinburg office. 12

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: ROBERT SYZDEK
   Address: 381 WALD ROAD SUITE A, NEW BRAUNFELS, TX 78132
   Telephone: 830-359-7260
   Fax: _____
   Email: ROBERT.SYZDEK@WPI.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. _____

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.

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:
12 DEC 2024

Company/Vendor Name:
WAUKESHA PEARCE INDUSTRIES

Printed Name and Title:
ROBERT SUAREZ - PRODUCT SUPPORT REP

Authorized Signatory:

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

SENATE BILL 13 VERIFICATION

I, ROBERT SYZDEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (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:

ROBERT SYZDEK PLANT SUPPORT REP

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

HOUSE BILL 89 VERIFICATION

I, ROBERT SYCOFF, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (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:

ROBERT SYCOFF Product Support Rep

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

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.

SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SYZDEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

I, ROBERT SZYDEK, the undersigned representative of WALKER-M PRECF INDUSTRIES, (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*

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of WACKENHUT FENCE, (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 Project Support Rep

Subscribed and sworn to me this 12 day of Dec 2024.

By:

Notary Public

This questionnaire reflects changes made to the law by H.B. 23, 86th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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.

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

12 DEC 24

Date

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265017

Date Filed:
02/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waukesha Pearce Industries, LLC
Houston , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project ID: 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is ROBERT SYZDEK, and my date of birth is 19 DEC 1974.

My address is 10355 EUS 90, KINGSBURY, TX, 78638, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GUADALUPE County, State of TEXAS, on the 6 day of FEB, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.5dd2ace2

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT "B" – AMENDED WORK SCOPE AGREEMENT

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

This project includes the Bi-Annual Maintenance Services for City Wide Generators of items listed below. (These specifications will supersede the written specifications in case of a conflict.)

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2	CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,915.54	treyna@cityofedinburg.com
3	CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,915.54	aramos@cityofedinburg.com
4	AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CATOOC44JMZT00400	1	Each	$1,151.35	
5	AP2	Airport *112* • Caterpillar, 60KW, Model #S60-4LC, Serial No. CATOOC44TI4T00114	1	Each	$1,268.89	jvelarde@cityofedinburg.com
6	AP3	Airport #3 - Cummins, 25KW, Model tIDSKAB-1401443, Serial No. C140650144	1	Each	$1,197.27	jahernandez@cityofedinburg.com
7	AP4	Airport #4 - Generac, 250KW, Model IISD250, Serial No. 3002310240	1	Each	$1,642.12	
8	AP5	Airport #5 -Generac, SOKW, Model NSDSO, Serial No. 3007393591	1	Each	$1,227.98	
9	AP6	Airport #6 - Kohler, 300 KW,Model 300REOZJ, Serial No. 33CYGMMD0003	1	Each	$1,721.60	
10	FS1	Fire Station *Nl*, Onan, 200KW, Model #200.0DFP17RZ15953l, Serial No. E820622078	1	Each	$1,836.82	
11	FS2	Fire Station #12 - Caterpillar, 40KW, Model t/040-4, Serial No. CATOOC44HNCD00718	1	Each	$1,076.68	Ogarza@cityofedinburg.com
12	FS3	Fire Station *tt3* -Caterpillar, SOKW, Model 1#080-4, Serial No. CATOOC44HNCE00706	1	Each	$1,134.89	amercado@cityofedinburg.com
13	FS4	Fire Station *114* - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,294.87	asalazar@cityofedinburg.com
14	FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,425.33	
15	LFI	landfill - Generac- 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,574.20	rgomez@cityofedinburg.com
16	LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	dcardenas@cityofedinburg.com
17	LIB	Library-Generac -400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,830.87	lleija@cityofedinburg.com
18	PDI	PD *III* - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$3,098.45	cdufner@cityofedinburg.com
19	PD2	PD #2 - Kohler - 31KW, Model #30RE02K (CPI), Serial No. SGM32L54L	1	Each	$916.04	jaimeayala@cityofedinburg.com
20	WWPI	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$1,994.05	vvelasquez@cityofedinburg.com
21	WWP2	Utilities Waste Water Plant 2 3&4, Cummins, 350KW, Model TTDFEG-1212937, Serial No. 11203944891	1	Each	$1,891.85	
22	WWP3	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJ01601	1	Each	$2,684.42	
23	WWP5	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J200834002	1	Each	$2,889.03	
24	WWP7A	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,lOOKW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,401.33	
25	WW8B	Utilities Waste Water Portable Generator, Caterpillar, lOOKW, Model #XQ125, Serial No. CATXQ125ECKS00949	1	Each	$1,401.33	

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

This project includes the Bi-Annual Maintenance Services for City Wide Generators of items listed below. (These specifications will supersede the written specifications in case of a conflict.)

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost	EMAIL CONTACTS
26	WWP4	Utilitites Wastewater Plant Carousel Plant, Generac 1250KW, Model: SD1250KG02490D18APYY2, Serial # 3014723278	1	Addition	$5,552.77
27	WW9	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, S6KW, Model #08-083112, Serial No. 7350772	1	Each	$997.75
28	WW10	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-1SOSSJU4F, Serial No. 7601163	1	Each	$1,267.25
29	WWLT1	Utilities Waste Water Portable New Engine Light Tower LTl, Generac,20KW, Model IIMLT4200IVF4, Serial No. 3011257793	1	Each	$1,032.22
30	LS1	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. R0068428	1	Each	$1,387.45
31	GEN1	Utilities Waste Water Portable Generator New Mobile Generator GENl, Generac, 120/140KW, Model ttMDG175, Serial No. 3011262396	1	Each	$1,274.49
32	GEN2	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$1,274.49
33	GEN3	Utilities Waste Water Portable Generator New Mobile GeneratorGEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,274.49
34	GEN4	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,274.49
35	GEN5	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,274.49
36	GEN6	Utilities Waste Water Portable Generator New Mobile Generator GENG, Generac, 120/140KW, Model #MDG17S, Serial No. 3011262399	1	Each	$1,274.49
37	GEN7	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model tlMDG175, Serial No. 3011262397	1	Each	$1,274.49
38	GEN8	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,274.49
39	WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81z22992	1	Each	$2,672.15
40	WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,721.68
41	WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model tl400REOZJB, Serial No. SGM32B9Z3	1	Each	$2,198.95
42	WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,582.52
43	WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,115.75
44	WP7	Utilities Water Plant, 750KW, Serial No. CAT00018CT3402802	1	Addition	$2,556.87
45	WP8	Utilities Water Plant, Downtown Plant, 1250KW, Serial No. CAT01250CGN9002991	1	Addition	$3,757.71

vvelasquez@cityofedinburg.com

Total Cost				
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	Quantity	Unit of Measure	HRLY RATE
		1	Each	$ 198.00

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT "C" - INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026 — 3/25/2025

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

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

PRODUCER	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538
CONTACT NAME:	Lockton Companies - Client Services
PHONE (A/C, No, Ext):	(866) 260-3538
FAX (A/C, No):	
E-MAIL ADDRESS:	houclientsrv@lockton.com
INSURED	Waukesha-Pearce Industries, LLC 1488010 12320 South Main Street Houston TX 77035

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : Gemini Insurance Company	10833
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17450826 **REVISION NUMBER:** XXXXXXX

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 PRO-JECT LOC OTHER:	Y	Y	HDO G48926277	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H11347368 GVE100309403	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	G7251449A 005	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C72605329 (AK/AZ/CO) WLR C72605287 (AOS)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER

17450826

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

CANCELLATION See Attachment

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



ACORD 25 (2016/03)

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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS – BID NO. 2025-5

This Amendment Number One (1) is entered into by and between the City of Edinburg (hereinafter called **"City"**), and WAUKESHA-PEARCE INDUSTRIES., (hereinafter referred to as **"Contractor"**).

RECITALS

WHEREAS, on March 4, 2025 the City of Edinburg entered into an agreement with the Contractor to provide Bi-Annual Maintenance Services for city-wide generators for the City of Edinburg Departments (hereinafter referred to as "Agreement" and attached as Exhibit "A"); and

WHEREAS, Specifically, it was agreed that the Contractor would provide Bi-Annual Inspection and Maintenance Services, as described in Exhibit "A"; and

WHEREAS, City and Contractor desire to Amend Agreement to update the list of generators covered under the Agreement for the City of Edinburg Departments as set out in the attached Exhibit "B").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that this Amendment Number One (1) to the Agreement, shall be hereby amended as follows:

1. The Term of the Agreement, to include the period of performance for the services to be provided, shall be extended from March 4, 2026 through March 03, 2027.
2. The Scope of Services shall be modified by agreement to include the services for an additional Three (3) Generators for the City of Edinburg Utilities Department, outlined in the Attached Exhibit "B". The City Manager shall be the designated representative authorized to approve any further change in services, as necessary.
3. The Parties agree that any further amendments and/or modifications to the terms and conditions of the Agreement shall be made in writing and by agreement of both Parties.

All other provisions of the Agreement not specifically in conflict with this Amendment, shall remain the same and in full force and effect.

This Amendment Number One (1) to the Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in duplicate originals on this 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)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis

WAUKESHA PEARCE INDUSTRIES

BY:_____
Keaton Howell
Product Support Rep-PowerGen
1381 Wald Rd
New Braunfels, Texas 78132
Phone: (830) 358-9361
Call Center: (855) 723-1050
Email: KEATON.HOWELL@WPI.COM

Attachments: **Exhibit "A" Master Agreement**
Exhibit "B" Amended Scope of Work Agreement
Exhibit "C" Certificate of Insurance

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT "A" – MASTER AGREEMENT

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT "B" – AMENDED SCOPE OF WORK

AGREEMENT BETWEEN CITY OF EDINBURG AND WAUKESHA -PEARCE INDUSTRIES LLC
EXHIBIT “C” - INSURANCE CERTIFICATE

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

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3	CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,915.54	aramos@cityofedinburg.com
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5	AP2	Airport *112* • Caterpillar, 60KW, Model #S60-4LC, Serial No. CATOOC44Tl4T00114	1	Each	$1,268.89	jvelarde@cityofedinburg.com
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7	AP4	Airport #4 - Generac, 250KW, Model IISD250, Serial No. 3002310240	1	Each	$1,642.12	
8	AP5	Airport #5 -Generac, SOKW, Model NSDSO, Serial No. 3007393591	1	Each	$1,227.98	
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13	FS4	Fire Station *114* - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,294.87	asalazar@cityofedinburg.com
14	FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,425.33	
15	LFl	landfill - Generac- 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,574.20	rgomez@cityofedinburg.com
16	LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	dcardenas@cityofedinburg.com
17	LIB	Library-Generac -400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,830.87	lleija@cityofedinburg.com
18	PDI	PD *lll* - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$3,098.45	cdufner@cityofedinburg.com
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20	WWPl	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$1,994.05	vvelasquez@cityofedinburg.com
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22	WWP3	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJ01601	1	Each	$2,684.42	
23	WWP5	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J200834002	1	Each	$2,889.03	
24	WWP7A	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,lOOKW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,401.33	
25	WW8B	Utilities Waste Water Portable Generator, Caterpillar, lOOKW, Model #XQ125, Serial No. CATXQ125ECKS00949	1	Each	$1,401.33	

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

This project includes the Bi-Annual Maintenance Services for City Wide Generators of items listed below. (These specifications will supersede the written specifications in case of a conflict.)

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost	EMAIL CONTACTS
26	WWP4	Utilitites Wastewater Plant Carousel Plant, Generac 1250KW, Model: SD1250KG02490D18APYY2, Serial # 3014723278	1	Addition	$5,552.77
27	WW9	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, S6KW, Model #08-083112, Serial No. 7350772	1	Each	$997.75
28	WW10	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-1SOSSJU4F, Serial No. 7601163	1	Each	$1,267.25
29	WWLT1	Utilities Waste Water Portable New Engine Light Tower LTl, Generac,20KW, Model IIMLT4200IVF4, Serial No. 3011257793	1	Each	$1,032.22
30	LS1	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. R0068428	1	Each	$1,387.45
31	GEN1	Utilities Waste Water Portable Generator New Mobile Generator GEN!, Generac, 120/140KW, Model ttMDG175, Serial No. 3011262396	1	Each	$1,274.49
32	GEN2	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$1,274.49
33	GEN3	Utilities Waste Water Portable Generator New Mobile GeneratorGEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,274.49
34	GEN4	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,274.49
35	GEN5	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,274.49
36	GEN6	Utilities Waste Water Portable Generator New Mobile Generator GENG, Generac, 120/140KW, Model #MDG17S, Serial No. 3011262399	1	Each	$1,274.49
37	GEN7	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model tlMDG175, Serial No. 3011262397	1	Each	$1,274.49
38	GEN8	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,274.49
39	WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81z22992	1	Each	$2,672.15
40	WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,721.68
41	WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model tl400REOZJB, Serial No. SGM32B9Z3	1	Each	$2,198.95
42	WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,582.52
43	WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,115.75
44	WP7	Utilities Water Plant, 750KW, Serial No. CAT00018CT3402802	1	Addition	$2,556.87
45	WP8	Utilities Water Plant, Downtown Plant, 1250KW, Serial No. CAT01250CGN9002991	1	Addition	$3,757.71

vvelasquez@cityofedinburg.com

	Total Cost			
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	Quantity	Unit of Measure	HRLY RATE
		1	Each	$ 198.00

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.C.
RGV 9-1-1 Interlocal Agreement

1. **Agenda Item:**
Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service. [Jaime Ayala, Police Chief]

2. **Description:**
The purpose of the Interlocal Agreement is to provide a system of cooperation between the Rio Grande Valley Emergency Communication District and the Edinburg Police Department so that the Rio Grande Valley Communication District can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services.

The City of Edinburg operates as one of the Public Safety Answering Points (PSAP) in Hidalgo County for the Regional 9-1-1 System. This agreement allows the City's participation in the enhanced 9-1-1 Emergency Telephone System in the Region for the next two years.

The term of this agreement shall be effective from February 1, 2026, and shall continue until January 31, 2028. There is no budget impact on the department for the Interlocal Agreement.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 service.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Iris Alvarado, Management Services Administrator
Delia Jaramillo, Administrative Specialist

Attachments:
A. RGV911 INTERLOCAL AGREEMENT (2026-2027) V1
B. Interlocal Signature Page v1

INTERLOCAL AGREEMENT 2026-2027 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
PUBLIC SAFETY ANSWERING POINTS ("PSAPS")
FOR 9-1-1 SERVICE

AMENDMENT TO SECTION 1: Parties and Purpose

1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.

1.2 The following municipalities (collectively referred to herein as "Public Agencies") are local governments that operate one or more Public Safety Answering Points ("PSAPs") or otherwise participate in the RGV 9-1-1 system:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hildalgo Police Department for 9-1-1 Service
- Hildalgo County Sheriff’s Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

Each Public Agency is a signatory to this Agreement, and, for purposes of this Agreement, all rights, duties, and obligations assigned to "Public Agency" shall apply equally to each listed municipality.

1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agencies under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 and NG9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this Agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

2.1.1 The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.

2.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.

2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

2.2.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).

2.2.2 The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.

2.2.3 Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.

2.2.4 Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.2.5 Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

2.3.1 The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.

2.3.2 The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.

2.3.3 The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9- 1-1.

2.3.4 Do not directly contract with vendors whose systems are required to integrate with the 9-1-1 system without prior review and approval from NCT9-1-1.

2.3.5 The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.6 The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.

2.3.7 The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.3.8 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

2.4.1 Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.4.2 Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3 The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4.4 The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
b. Calling WSC (800) 414-2738 and/or email support@wsc911.com

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power.

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes: https://www.rgv911.org/pages/request

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled for Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.

2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.

2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.

2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.

2.6.4 The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. https://www.ada.gov/law-and-regs/ada/

2.6.5 The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

2.7.1 The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.

2.7.2 The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

2.7.3 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 of any actual, suspected, or credible threat, incident, or event impacting the Public Agency that is assessed as a Severity Level 3 (High) or greater, including but not limited to cybersecurity incidents, physical security threats, operational disruptions, or events that may affect the availability, integrity, or security of 9-1-1 services.

Notification shall occur as soon as practicable, but no later than 24 hours from identification of the incident or threat, by completing and submitting the Rio Grande Valley Emergency Communication District 9-1-1 Attachment C: (Cyber)Security Incident Reporting Form (CSIRF) or its successor form, in accordance with District reporting procedures. This notification requirement applies regardless of whether the incident directly impacts 9-1-1 systems at the time of discovery and is intended to ensure regional situational awareness, coordinated response planning, and continuity of emergency communications services.

2.8 MEDIA RELATION

2.8.1 The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.2 The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.3 The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:

- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
- PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.

2.9.4 The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.

2.9.5 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.

2.9.6 The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.7 The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.

2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.

2.9.9 Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.

2.9.10 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department) https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act

2.9.11 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1- 1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.

3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1owned or leased equipment.

3.5 OPERATIONS

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1.1 This Agreement shall take effect February 1, 2026, and shall continue until January 31, 2028, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

5.1.1 The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.

5.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.

5.1.3 The basic 9-1-1 equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.

6.1.3 The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

7.1.1 The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions.

If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered to the following addresses, or to such other address as a party may designate by written notice:

If to RGV 9-1-1 District:

Attn: Cesar Merla, Director of Emergency Services
1912 Joe Stephens Ave. Ste. A Weslaco, Texas 78599

If to Public Agencies:

The following municipalities and governmental entities (collectively referred to herein as the "Public Agencies") are local governments that operate one or more Public Safety Answering Points ("PSAPs") or otherwise participate in the RGV 9-1-1 system. Notices to a Public Agency shall be directed to the respective Police Department or Sheriff's Office responsible for 9-1-1 services:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hildalgo Police Department for 9-1-1 Service
- Hildalgo County Sheriff's Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

SECTION 10: GENERAL PROVISIONS

10.1.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 Procurement. Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.

10.1.5 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.

10.1.6 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.

10.1.7 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.

10.1.8 Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

10.1.9 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.

Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Callvolume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.

Attachment C

Rio Grande Valley

Emergency Communications District 911

(Cyber)Security Incident Reporting Form

CONTENT OWNER/MAINTAINED BY:

RGV911

INTRODUCTION

Rio Grande ValleyEmergency Communications District 911 (RGV911) regards incident response and incident action planning as a core value for business and operational resilience. Swift, precise, response and recovery of a (cyber)security incident is critical to the business and operational resilience of the RGV911 enterprise. However, there must be an effective process to receive and respond to security alerts and incidents.

What is a (Cyber)Security Incident?

A security incident is:

- An event that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or information the system processes, stores, or transmits.
- An event that constitutes a violation or imminent threat of violation of security policies, security procedures, acceptable use policies, or services of RGV911 and/or its affiliates.

The Incident Severity Levels

Incident Severity Levels be labeld by in multiple ways, including Low, Medium, and High, or Level 1, Level 2, etc. However they are labeled, the importance is to gain a common understanding of the severity of an incident. An example of defining Incident Severity Levels:

- Level 1 is a low-level incident that is unlikely to impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 2 is a medium-level incident that may impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 3 is a high-level incident that is likely to result in a demonstrable impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 4 is a severe-level incident that is likely to result in a significant impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; or civil liberties.
- Level 5 is an emergency-level incident within the specified jurisdiction that poses an imminent threat to the provision of wide-scale critical infrastructure services; national, state, or local government security; or the lives of the country's, state's, or local government's residents.

Examples of Security Incidents

- Unauthorized access to a facility
- Intentionally targeted but unsuccessful unauthorized access
- Accidental disclosure of confidential data
- Infection by malware
- Theft or loss of an organizational system
- The theft or physical loss of computer equipment known to store PII and/or sensitive data.
- Loss or theft of portable devices such as laptops, tablets, smartphones, or backup media and its associated network connection with remote VPN.
- A server containing sensitive data is compromised by an unauthorized party
- A firewall accessed by an unauthorized entity
- A DDoS (Distributed Denial of Service) attack
- TDOS (Telephone Denial of Service) attack
- The act of violating an explicit or implied security policy
- An attacker runs an exploit tool to gain access to an organizational server
- The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system

Specific Types of Incidents that Affect PSAPs

Ransomware Incident

A ransomware incident is generally defined as a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a state or local government's data and thereafter the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

Ransomware attacks are a form of denial of service that encrypts the data on servers, personal devices, and other systems that manage operations. Ransomware is a malware designed to deny a user or organization access to files on their computer. By encrypting these files and demanding a ransom payment for the decryption key, cyber attackers place organizations in a position where

paying the ransom is the easiest, quickest, and cheapest way to regain access to their files. However, restrictions on paying the ransom or otherwise submit to the threat actor(s), exacerbate the impacts of these type of attacks.

The direct impacts of a ransomware attack are:

- Temporary or permanent loss of sensitive and/or proprietary information to include systems supporting the call handling functions, data management, and all files
- Disruption to regular operations
- Financial losses incurred to restore systems and files
- Potential harm to those experiencing emergencies relying upon E911 for help, to include probable loss of life

Loss of Data Communications (i.e., WAN/LAN infrastructure, routers)

This includes any cybersecurity incident that disables or destroys WAN/LAN router infrastructure and its communication capabilities and may cause potentially disruptive effects on business operations. This security incident could produce one or more of the following impacts:

- Loss of access to WAN/LAN, to include internet and intranet
- Event causes a temporary business interruption or closure

Lessen the impact of this type of incident by using recovery strategies, hot site(s), reciprocal agreements, and manual operations.

Loss of Technology (i.e., computer room outage, network services, monitoring access)

This includes any security incident that disables or destroys the information technology network and infrastructure to include monitoring access, data center, facilities Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF), or server room with a potentially disruptive effect on business operations. This event could produce one or more of the following impacts:

- Endangerment or loss of life
- Loss of use of server room facility, voice, and data communications services
- Temporary business interruption or closure
- Operational, financial, and reputational impacts

Loss of Information Assets

This includes any security incident that causes any loss, destruction, or modification of any information assets. These assets include RGV911 documents and proprietary information and Human Resource files. This event could produce one or more of the following impacts:

- Operational, financial, and reputational impacts
- Temporary business interruption or closure
- Privacy issues with employees, contractors, and affiliates

Lessen the impact of this type of incident by using recovery strategies.

(Cyber)Security Incident Reporting Form

(Step: 1; Used by: End User)

Instructions: This form is to be completed as soon as possible following the detection or reporting of a cybersecurity incident. All items completed should be based on information that is currently available. This form may be updated and modified.

1. Contact Information for this Incident	
Name:	
Title:	
Program Office:	
Work Phone:	
Mobile Phone:	
Email address:	
2. Incident Description.	
Provide a brief description:	
3. Impact / Potential Impact (Check all of the following that apply to this incident.)	

- [ ] Loss / Compromise of Data
- [ ] Damage to Systems
- [ ] System Downtime
- [ ] Financial Loss (e.g., ransomware)
- [ ] Reputational
- [ ] Other Organizations' Systems Affected
- [ ] Damage to the Integrity or Delivery of Critical Goods, Services or Information
- [ ] Violation of legislation / regulation
- [ ] Unknown at this time

Provide a brief description:

4. Sensitivity of Data/Information Involved (Check all of the following that apply to this incident.)

Sensitivity of Data	
Category	**Example**
Public	This information has been specifically approved for public release by Public Relations department. Unauthorized disclosure of this information will not cause problems for RGV911, its customers, or its vendors. Disclosure of emergency services / PSAP information to the public requires the specific permission of RGV911, or long-standing practice of publicly distributing this information.

Internal Use Only	This information is intended for use within RGV911. Unauthorized disclosure of this information to outsiders may be against laws and regulations, or may cause problems for RGV911, its customers, or its vendors. This type of information is already widely distributed within RGV911, or it could be so distributed within the organization without advance permission from the information owner.
Restricted/Confidential **(Privacy Violation)**	This information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access. Unauthorized disclosure of this information to people without a business need for access may be against laws and regulations, or may cause significant problems for RGV911, its customers, or its vendors. Decisions about the provision of access to this information must be cleared through RGV911.
Unknown/Other	Describe in the space provided

☐ Public	☐ Restricted / Confidential (Privacy violation)
☐ Internal Use Only	☐ Unknown / Other – please describe:

Provide a brief description of data that was compromised:

5. Who Else Has Been Notified?

Provide Person and Title:

6. What Steps Have Been Taken So Far? (Check all of the following that apply to this incident.)

☐ No action taken	☐ Restored backup from tape

☐ System Disconnected from network ☐ Updated virus definitions & scanned system	☐ Log files examined (saved & secured) ☐ Other – please describe:
Provide a brief description:	

7. Incident Details	
Date and Time the Incident was discovered:	
Has the incident been resolved?	
Physical location of affected system(s):	
Number of sites affected by the incident:	
Approximate number of systems affected by the incident:	
Approximate number of users affected by the incident:	
Are non-RGV911 systems, such a business partners, affected by the incident?	

(Y or N – if Yes, please describe)	
Please provide any additional information that you feel is important but has not been provided elsewhere on this form.	

Please submit this completed form to RGV911

Personnel Assignment Form

(CSIRF Step: 2B; Used by: IR Team)

Date/Time:
Incident Name:
Recovery Team:

CITY OF EDINBURG	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

By: CITY OF EDINBURG

Name: OMAR OCHOA

Title: MAYOR

Signature_____

Date: _____

By: _____

Name:

Title:

Signature_____

Date: _____

Attachments:

Attachment A: Equipment Room and Electrical Requirements
Attachment B: Call Volume requirements regarding PSAP Position utilization
Attachment C: (Cyber)Security Incident Reporting Form

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.D.
Annual Report for Racial Profiling

1. **Agenda Item:**
Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law (S.B. Number 1074). [Jaime Ayala, Police Chief]

2. **Description:**
The Texas Racial Profiling Law (S.B. Number 1074) became effective January 01, 2002, with the intent to collect police contact data on traffic and pedestrian stops for the purpose of identifying and responding, if necessary, to concerns regarding racial profiling practices. The law requires that the 2025 Annual Report be made available to the governing body of the municipality and the Texas Commission on Law Enforcement. Additionally, the law requires a policy that clearly defines acts that constitute racial profiling, a statement indicating prohibition of any Edinburg peace officer from engaging in racial profiling, implement disciplinary guidelines for peace officers found in violation of the Texas Racial Profiling Law and collect data for subsequent reporting that includes information on race and ethnicity of individuals detained, whether a search was conducted, if there was a search, whether it was a consent or probable cause search, or whether a custody arrest took place.

The Police Department's records indicate that a total of 29,101 officer initiated traffic stops were made for the reporting period. The comprehensive analysis of the data included in the report demonstrates that the Edinburg Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling is not tolerated.

The Racial Profile Annual Report period is from January 1, 2025, through December 31, 2025.

3. **Staff's Recommendation:**
Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law (S.B. Number 1074). City Council Action is not required.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Carla Bautista, Crime Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. 2025 Edinburg Racial Profiling Report

EDINBURG
POLICE DEPARTMENT
2025 RACIAL PROFILING REPORT



DEL CARMEN Consulting®
LAW ENFORCEMENT EXPERTS



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

February 4, 2026

Edinburg City Council
415 West Universtiy Dr.
Edinburg, TX 78539



Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law, originally enacted by the Texas Legislature in 2001, was designed to address concerns regarding racial profiling practices in law enforcement. Throughout the preceding calendar year, the Edinburg Police Department, in full compliance with statutory requirements, systematically collected and reported traffic and motor vehicle-related contact data for the express purpose of identifying, evaluating, and addressing any potential concerns regarding racial profiling practices within the department.

Since its initial enactment, the Texas Racial Profiling Law has undergone significant legislative modifications. During the 2009 legislative session, the law was amended to incorporate additional data collection and reporting requirements. Subsequently, in 2017, the Texas Legislature passed two landmark pieces of legislation: House Bill 3051, which standardized racial and ethnic classification categories, and the Sandra Bland Act (Senate Bill 1849), which substantially expanded data collection mandates and analytical requirements. The Sandra Bland Act represents the most comprehensive legislative framework in Texas history pertaining to law enforcement contact data requirements. I am pleased to confirm that the Edinburg Police Department has satisfied all statutory requirements, and the documentation contained herein demonstrates full compliance with these legislative mandates.

This annual report is organized into distinct sections, each addressing specific components of the compliance framework. Section One contains the table of contents, providing navigational guidance throughout the document. Section Two presents documentation demonstrating the Edinburg Police Department's compliance with the procedural requirements established under the Texas Racial Profiling Law, including evidence of mandatory training protocols for all sworn personnel on racial profiling prevention, as well as the institutionalization of formal compliment and complaint processes as required by statute.

Section Three contains comprehensive statistical data pertaining to motor vehicle-related contacts, as defined by applicable law, occurring between January 1, 2025, and December 31, 2025. This section includes the Tier 2 reporting form, which must be submitted to the Texas Commission on Law Enforcement (TCOLE) and the local governing authority by March 1 of each calendar year. All data presented in this report was compared against the Fair Roads Standard, a baseline measure derived from U.S. Census Bureau data. The analytical findings and corresponding recommendations are presented in detail within this section.

The final section of this report contains reference materials, including the original text of Senate Bill 1074 (the Texas Racial Profiling Law) and the Sandra Bland Act (current governing law). Additionally, this section includes a comprehensive listing of compliance requirements established by TCOLE. The findings documented in this report substantiate the Edinburg Police Department's ongoing commitment to full compliance with the Texas Racial Profiling Law and its commitment to constitutional policing practices.

Respectfully submitted,

Alex del Carmen, Ph.D.
Criminologist

TABLE OF CONTENTS

INTRODUCTION

Letter to Council Members 2

Table of Contents 3

RESPONDING TO THE LAW

Public Education on Filing Compliments and Complaints 4

Racial Profiling Course Number 3256 5

Reports on Compliments and Racial Profiling Complaints 10

Tier 2 Data (Includes tables) 11

ANALYSIS AND INTERPRETATION OF DATA

Tier 2 Motor Vehicle-Related Contact Analysis 21

Comparative Analysis 23

Summary of Findings 24

Checklist 25

LEGISLATIVE AND ADMINISTRATIVE ADDENDUM

TCOLE Guidelines 27

The Texas Law on Racial Profiling 32

Modifications to the Original Law 39

Racial and Ethnic Designations 47

The Sandra Bland Act 48

Edinburg Police Department Racial Profiling Policy 63



Informing the Public on the Process of Filing a Compliment or Complaint with the Edinburg Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Edinburg Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Edinburg Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Edinburg Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Edinburg Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Edinburg has been included in this report.

It is important to recognize that the Chief of the Edinburg Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Edinburg Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05
Racial profiling prohibited CCP 2.131
Law enforcement policy on racial profiling CCP 2.132
Reports required for traffic and pedestrian stops CCP 2.133
Liability CCP 2.136
Racial profiling education for police chiefs Education Code 96.641
Training program Occupations Code 1701.253
Training required for intermediate certificate Occupations Code 1701.402
Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H.Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers

2. The driver and passengers are questioned about things that do not relate to the traffic violation

3. The driver and passengers are ordered out of the vehicle

4. The officers visually check all observable parts of the vehicle

5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside

6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/25-12/31/25 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

A check above indicates that the Edinburg Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/25-12/31/25.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:
.

TOTAL STOPS: 29,101

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	28,528
US Highway	241
State Highway	279
County Road	15
Private Property	38

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	1,389
No	27,712

RACE OR ETHNICITY

Alaska Native/American Indian	81
Asian/Pacific Islander	131
Black	365
White	6,484
Hispanic/Latino	22,040

GENDER

Female Total: 11,884

Alaska Native/American Indian	18
Asian/Pacific Islander	52
Black	93
White	2,443
Hispanic/Latino	9,278

Male Total: 17,217

Alaska Native/American Indian	63
Asian/Pacific Islander	79
Black	272
White	4,041
Hispanic/Latino	12,762

REASON FOR STOP?

Violation of Law Total: 1,471

Alaska Native/American Indian	0
Asian/Pacific Islander	5
Black	29
White	193
Hispanic/Latino	1,244

Pre-existing Knowledge Total: 189

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	1
White	55
Hispanic/Latino	132

Moving Traffic Violation Total: 24,452

Alaska Native/American Indian	76
Asian/Pacific Islander	113
Black	301
White	5,675
Hispanic/Latino	18,287

Vehicle Traffic Violation Total: 2,989

Alaska Native/American Indian	4
Asian/Pacific Islander	13
Black	34
White	561
Hispanic/Latino	2,377

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	81
Asian/Pacific Islander	0	131
Black	11	354
White	134	6,350
Hispanic/Latino	620	21,420
TOTAL	**765**	**28,336**

REASON FOR SEARCH?

Consent Total: 474

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	89
Hispanic/Latino	382

Contraband (in plain view) Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	3

Probable Cause Total: 276

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	41
Hispanic/Latino	228

Inventory Total: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	3
Hispanic/Latino	6

Incident to Arrest Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	1	10
White	35	99
Hispanic/Latino	135	485
TOTAL	**171**	**594**

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	1	0
White	7	28
Hispanic/Latino	74	61
TOTAL	**82**	**89**

DESCRIPTION OF CONTRABAND

Drugs Total: 128

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	22
Hispanic/Latino	105

Currency Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Weapons Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Alcohol Total: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	6
Hispanic/Latino	18

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 19

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	7
Hispanic/Latino	12

RESULT OF THE STOP

Verbal Warning Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Written Warning Total: 21,204

Alaska Native/American Indian	68
Asian/Pacific Islander	113
Black	285
White	5,373
Hispanic/Latino	15,365

Citation Total: 7,789

Alaska Native/American Indian	13
Asian/Pacific Islander	18
Black	79
White	1,101
Hispanic/Latino	6,578

Written Warning and Arrest Total: 102

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	10
Hispanic/Latino	91

Citation and Arrest Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	6

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 93

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	6
Hispanic/Latino	86

Violation of Traffic Law Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	4

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 10

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	3
Hispanic/Latino	7

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	81
Asian/Pacific Islander	0	131
Black	0	365
White	1	6,483
Hispanic/Latino	8	22,032
TOTAL	**9**	**29,092**

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	81	13	0	68	0%	0%	0%	0%
Asian/ Pacific Islander	131	18	0	113	0%	0%	0%	1%
Black	365	79	0	285	1%	1%	0%	1%
White	6,484	1,101	0	5,373	22%	14%	0%	25%
Hispanic/ Latino	22,040	6,584	0	15,365	76%	84%	0%	72%
TOTAL	29,101	7,795	0	21,204	100%	100%	0%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	0%	1%
Black	1%	1%
White	22%	9%
Hispanic/Latino	76%	89%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	0	0	0
Black	11	3	1
White	134	89	10
Hispanic/Latino	620	382	97
TOTAL	765	474	108

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop	Bodily Harm
1	02/22/25	City Street	Moving Traffic Violation	Both
2	03/24/25	City Street	Moving Traffic Violation	Both
3	03/31/25	City Street	Moving Traffic Violation	Both
4	03/31/25	City Street	Moving Traffic Violation	Officer
5	04/27/25	City Street	Moving Traffic Violation	Both
6	06/28/25	City Street	Moving Traffic Violation	Both
7	07/07/25	City Street	Moving Traffic Violation	Officer
8	08/23/25	City Street	Moving Traffic Violation	Suspect
9	11/17/25	City Street	Moving Traffic Violation	Both

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	11	1	10	1	1%	1%	2%	1%
White	134	35	99	10	18%	20%	17%	9%
Hispanic/ Latino	620	135	485	97	81%	79%	82%	90%
TOTAL	765	171	594	108	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/25-12/31/25.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/25	Data was valid and reliable
2	1	06/01/25	Data was valid and reliable
3	1	09/01/25	Data was valid and reliable
4	1	12/01/25	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

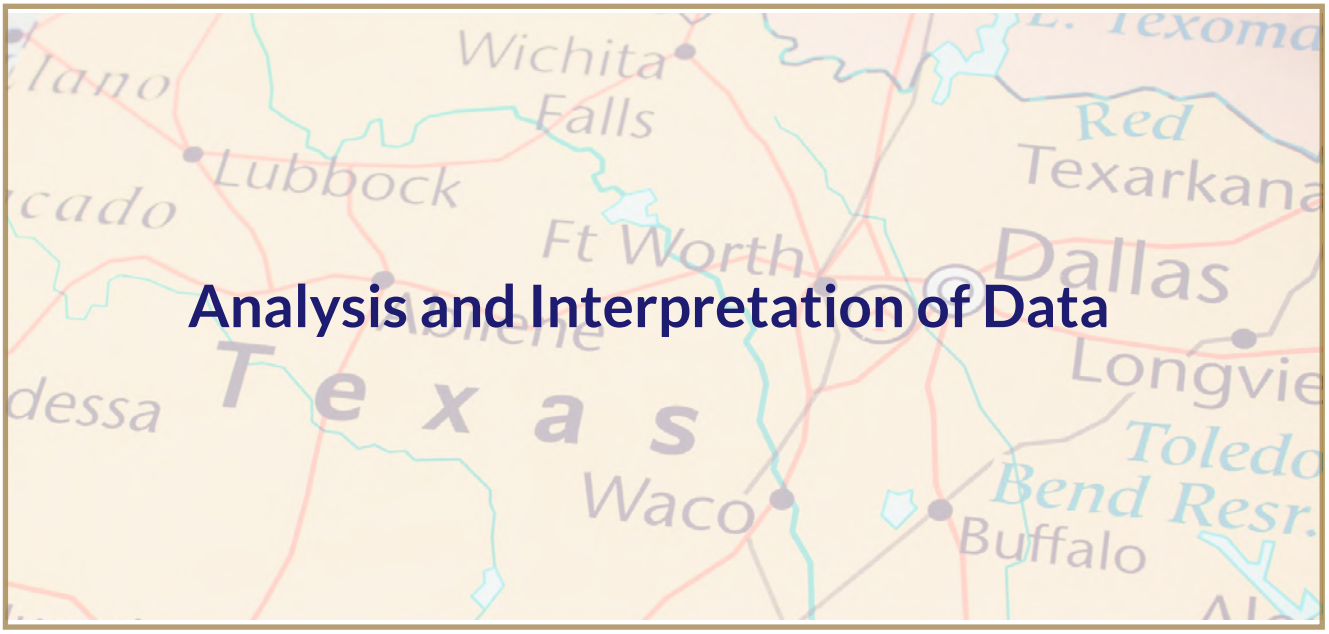
Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	1	11%
Hispanic/Latino	8	89%
TOTAL	9	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	1	0	0	0	1%	0%	0%	0%
White	6	1	0	3	6%	20%	0%	30%
Hispanic/ Latino	86	4	0	7	92%	80%	0%	70%
TOTAL	93	5	0	10	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	0	0	0%	0%	0%
Black	11	1	9%	1%	1%
White	134	35	26%	18%	20%
Hispanic/Latino	620	135	22%	81%	79%



Analysis and Interpretation of Data

Legislative Background and Statutory Framework

In 2001, the Texas Legislature enacted Senate Bill 1074, establishing the Texas Racial Profiling Law. This legislation became effective on January 1, 2002, and required all law enforcement agencies in Texas to collect traffic-related contact data and submit annual reports to their respective local governing authorities by March 1 of each calendar year. The original statutory framework remained substantially unchanged until 2009, when the Texas Legislature passed House Bill 3389, introducing significant amendments to the data collection and reporting requirements.

The 2009 legislative amendments, which took effect on January 1, 2010, expanded the definition of reportable contacts to include all motor vehicle-related encounters resulting in the issuance of a citation or custodial arrest. Additionally, the amended statute required law enforcement officers to document whether they possessed knowledge of the individual's race or ethnicity prior to initiating the detention. The 2009 legislation also mandated the inclusion of "Middle Eastern" as a distinct racial and ethnic classification category and established TCOLE as the central repository for annual data submissions.

In 2017, the Texas Legislature enacted two significant pieces of legislation affecting racial profiling data collection requirements. House Bill 3051 eliminated the Middle Eastern classification category and standardized racial and ethnic designations to align with federal reporting standards. Concurrently, the Sandra Bland Act (Senate Bill 1849) was passed and signed into law, representing the most comprehensive legislative mandate in Texas history regarding law enforcement contact data requirements. The Sandra Bland Act, which became effective on January 1, 2018, not only expanded data collection requirements but also mandated detailed analytical assessments addressing the following statutory elements:

1. A comparative analysis of compiled information pursuant to Article 2.133, including:

a. Evaluation and comparison of motor vehicle stops within the applicable jurisdiction between persons recognized as racial or ethnic minorities and persons not recognized as racial or ethnic minorities;

b. Examination of the disposition of motor vehicle stops conducted by agency personnel, categorized according to the race or ethnicity of affected persons, including any searches resulting from stops within the applicable jurisdiction;

c. *Evaluation and comparison of searches resulting from motor vehicle stops within the applicable jurisdiction and documentation of whether contraband or other evidence was discovered during the course of such searches.*

2. *Documentation of all complaints filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.*

Analytical Methodology and Baseline Considerations

In accordance with the Texas Racial Profiling Law and Sandra Bland Act requirements, the Edinburg Police Department commissioned an independent analysis of its 2025 motor vehicle contact data. The analytical framework employed in this study incorporated two distinct methodological approaches. The primary analysis involved a comprehensive evaluation of all motor vehicle-related contact data collected during the 2025 reporting period. This analysis measured, as required by statute, the number and percentage of contacts involving individuals classified as White, Black, Hispanic or Latino, Asian and Pacific Islander, and Alaska Native and American Indian, who encountered law enforcement during motor vehicle-related contacts resulting in the issuance of citations, warnings, or custodial arrests.

The Tier 2 data analysis encompassed multiple variables including, but not limited to: the number and percentage of contacts by race and ethnicity; gender distribution; documented reason for the stop; geographic location of the encounter; search activity including search type classification; outcome of the contact; legal basis for any resulting arrest; and any use of physical force resulting in bodily injury. This comprehensive data collection framework enables a thorough assessment of departmental practices and facilitates identification of any patterns warranting further examination.

The analytical framework employed in this report utilized a comparative methodology that assessed 2025 motor vehicle contact data against an established demographic baseline. It should be noted that considerable scholarly debate exists regarding the appropriate baseline measure for analyzing motor vehicle-related contact data. Among available baseline measures, the Edinburg Police Department accepted the recommendation to employ the Fair Roads Standard as the primary comparative benchmark. This particular baseline is derived from U.S. Census Bureau data (2020) pertaining to the number of households with vehicle access, controlled for the race and ethnicity of heads of households.

It is important to acknowledge the methodological limitations inherent in utilizing census-derived baseline data for racial profiling analysis. Census data encompasses all residents within a given jurisdiction, regardless of their status within the driving population. Furthermore, census data captures information exclusively pertaining to municipal residents, thereby excluding individuals who may have encountered the Edinburg Police Department during the reporting period but reside outside jurisdictional boundaries. In certain municipalities, contacts with non-residents constitute a substantial proportion of all motor vehicle-related encounters recorded during any given reporting period.

In 2002, prominent civil rights organizations in Texas advocated for the adoption of the Fair Roads Standard as the preferred baseline measure for all law enforcement agencies conducting racial profiling analyses. These standard compares census data specific to "households" with vehicle access against "contacts," which represent individual-level counts. This methodological approach introduces the potential for ecological fallacy, as household-level data is being compared with individual-level contact data. Notwithstanding these limitations, the Edinburg Police Department elected to employ this comparison methodology to demonstrate institutional commitment to transparency and community accountability. The Fair Roads Standard data utilized in this analysis is specific to the jurisdiction of the Brownsville-Edinburg CSA.

Tier 2 Motor Vehicle-Related Contact Analysis (2025)

Examination of the enhanced Tier 2 data collected during the 2025 reporting period reveals distinct patterns in motor vehicle-related contacts. The demographic distribution of contacts indicates that the majority of motor vehicle-related encounters involved Hispanic individuals, followed by White individuals. Among all individuals contacted by law enforcement, the greatest number of citations were issued to Hispanic and White individuals, followed by Black individuals. With respect to written warnings, the majority were issued to Hispanic individuals, with White individuals representing the second largest recipient group.

Analysis of search and arrest data reveals that the majority of searches were conducted involving Hispanic individuals. When examining search methodology, the greatest number of consent searches involved Hispanic and White individuals. Similarly, the majority of custodial arrests involved Hispanic individuals. Overall, the preponderance of searches did not result in the discovery of contraband. Among searches that yielded contraband, the majority involved Hispanic individuals, followed by White individuals. Among searches that did not produce contraband, the majority involved Hispanic individuals.

Arrest data indicates that the majority of custodial arrests involved Hispanic individuals. Among arrests originating from alleged violations of the Texas Penal Code, the majority involved Hispanic individuals. With respect to use of force, the department reports nine instances where physical force was used resulting in bodily injury during the reporting period.

Comparative Analysis

A comprehensive comparative analysis was conducted examining 2025 motor vehicle contact data against census data pertaining to households within the Brownsville-Edinburg CSA that reported vehicle access in the 2020 Census. This analysis produced the following findings:

The percentage of Black, Hispanic, Asian, and American Indian individuals who came into contact with law enforcement was equal to or lower than the percentage of Black, Hispanic, Asian, and American Indian households within the Brownsville-Edinburg CSA that reported vehicle access in the most recent census enumeration. Conversely, the data revealed that a higher percentage of White individuals came into contact with law enforcement compared to the percentage of White households that reported vehicle access.

The contraband discovery rate analysis reveals that among all searches conducted during the 2025 reporting period, White individuals demonstrated the highest contraband hit rate, followed by Hispanic and Black individuals respectively. This indicates that among all searches performed, the highest percentage of searches resulting in contraband discovery involved White individuals. The lowest contraband discovery rate was observed among Black individuals.

Summary of Findings

As mandated by the current Texas Racial Profiling Law, law enforcement agencies are required to conduct data audits to validate the accuracy and reliability of reported data. In compliance with this requirement, the Edinburg Police Department engaged Del Carmen Consulting, LLC to perform independent data audits consistent with normative statistical practices and methodological standards. As documented in the accompanying audit report, the validation process confirms that the data submitted is both valid and reliable.

Furthermore, as required by statute, this report includes a comprehensive analysis of search activity, including documentation of whether contraband was discovered as a result of searches while controlling for the race and ethnicity of searched individuals. The search analysis demonstrates that the Edinburg Police Department is engaging in search practices consistent with prevailing national trends in law enforcement and does not reveal patterns indicative of discriminatory practices.

Based upon the analytical findings presented in this report, the following recommendations are offered to ensure continued compliance and institutional best practices:

1. Continue to collect and evaluate supplementary motor vehicle contact data elements, including but not limited to documented basis for probable cause searches and detailed contraband classification, which may prove valuable in assessing the nature and circumstances of law enforcement contacts with all individuals.
2. Commission an independent analysis of contact and search data during the upcoming reporting period to maintain analytical continuity and identify any emerging trends.
3. Continue to commission periodic data audits to ensure data integrity and verify that collected data is consistent with reported data, thereby maintaining the validity and reliability of all submissions.

Conclusion

The comprehensive data analysis presented in this report serves as documented evidence that the Edinburg Police Department has achieved full compliance with the Texas Racial Profiling Law and all associated statutory requirements. This report demonstrates that the department has:

- Implemented and maintains a comprehensive racial profiling policy in accordance with statutory requirements;
- Established and publicized procedures for members of the public to file compliments or complaints regarding officer conduct;
- Commissioned periodic data audits to ensure the validity and reliability of all collected and reported data;
- Collected and commissioned independent analysis of all required Tier 2 data elements; and
- Ensured that the practice of racial profiling is expressly prohibited and will not be accepted or tolerated within the organization.

The Edinburg Police Department remains committed to constitutional policing practices, equitable treatment of all individuals, and continued compliance with all applicable state and federal requirements pertaining to racial profiling prevention and reporting.

APPENDICES

[This section should include the following reference materials:]

- Original text of Senate Bill 1074 (Texas Racial Profiling Law)
- Sandra Bland Act (Senate Bill 1849) - Current governing law
- TCOLE compliance requirements and guidelines
- Agency racial profiling policy documentation
- Training documentation and certifications
- Complaint and compliment procedure documentation
- Data audit methodology and validation results
- Tier 2 data collection forms and submission confirmation



LEGISLATIVE & ADMINISTRATIVE

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of ***what*** must be accomplished by an agency but allows wide latitude in determining ***how*** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an " agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

1) the detained person's gender and race or ethnicity;
2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
3) whether a search was conducted, and if so whether it was based on consent or probable cause;
4) facts supporting probable cause;
5) the type, if any, of contraband that was collected;
6) disposition of the stop, e.g., arrest, ticket, warning, or release;
7) location of stop; and
8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~(7)~~] the date of conviction; and

(9) [~~(8)~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

_____ _____

President of the Senate Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

_____
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

_____
Chief Clerk of the House

Approved:

_____
Date

_____
Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION ____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[~~traffic~~] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [~~or~~] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [~~traffic~~] stops in which a citation is issued and to arrests made as a result of [~~resulting from~~] those [~~traffic~~] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [~~person~~] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [~~to the governing body of each county or~~

~~municipality served by the agency~~] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [~~traffic~~] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [~~traffic~~] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [~~TRAFFIC AND PEDESTRIAN~~] STOPS. (a) In this article, "race[~~:~~

[~~(1) "Race~~] or ethnicity" has the meaning assigned by Article 2.132(a).

[~~(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.~~]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [~~regulating traffic or who stops a pedestrian for any suspected offense~~] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [~~each~~] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [~~traffic law or ordinance alleged to have been violated or the suspected offense~~];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [~~the type~~] of the contraband or evidence [~~discovered~~];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [~~existed and the facts supporting the existence of that probable cause~~];
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop; and
(8) whether the officer issued a written warning or a citation as a result of the stop[~~, including a description of the warning or a statement of the violation charged~~].
SECTION ____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
(a) In this article:
(1) "Motor vehicle[~~, "pedestrian~~] stop" has the meaning assigned by Article 2.132(a) [~~means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest~~].
(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [~~information~~] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [~~in a manner approved by the agency~~].
(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [~~determine the prevalence of racial profiling by peace officers employed by the agency~~]; and
(B) examine the disposition of motor vehicle [~~traffic and pedestrian~~] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [~~the~~] stops within the applicable jurisdiction; and
(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic or pedestrian~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION ____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of $1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION ____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION ____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . $40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;
(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . $40;
(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [~~$5~~]; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
SECTION ____. Section 102.101, Government Code, is amended to read as follows:
Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $4;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . $4;
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5;
(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed $30; [~~and~~]
(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed $7; and
(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Section 102.121, Government Code, is amended to read as follows:
Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed $4; [~~and~~]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
SECTION ____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
(1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or

(3) a commission rule.

SECTION ____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~, Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [~~of a particular descent, including Caucasian, African, Hispanic,~~] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~, or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

_____ _____

President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

_____

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

_____

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

The Sandra Bland Act
(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065,
49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

(a) The commission shall:

(1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;

(2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;

(3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;

(4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;

(5) revise, amend, or change rules and procedures if necessary;

(6) provide to local government officials consultation on and technical assistance for county jails;

(7) review and comment on plans for the construction and major modification or renovation of county jails;

(8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;

(9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules
and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and
(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
(A) determine if a prisoner is pregnant; and
(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:
(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:
(A) the race or ethnicity of the individual detained;
(B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
(E) the location of the stop; and
(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
(A) the Texas Commission on Law Enforcement; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
(A) the person's gender; and
(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)
to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed $5,000 [of $1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and (B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

_____ _____ President of the Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote: Yeas 31, Nays 0.

_____

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote: Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

_____

Date

_____

Governor

_____

Chief Clerk of the House

EDINBURG
POLICE DEPARTMENT
RACIAL PROFILING POLICY

Section 47
RACIAL PROFILING

I. POLICY AND PURPOSE

This Racial Profiling Policy is adapted in compliance with the requirements of Articles 2.131 thru 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

II. DEFINITIONS

A. Racial profiling: means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial Profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

B. Race or ethnicity:

1. White;
2. Black;
3. Hispanic or Latino;
4. Asian or Pacific Islander;
5. Alaska Native or American Native; and
6. Middle Eastern

C. Acts Constituting Racial Profiling: are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.

D. Pedestrian stop: means an interaction between a peace officer and an individual who is being detained for the purposes of a criminal investigation in which the individual is not under arrest.

E. Traffic Stop: means the stopping of a motor vehicle by a peace officer for an alleged violation of law or ordinance regulating traffic.

III. PROHIBITION

Edinburg Police Officers are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity, or national origin as factors in a detention decision by an Edinburg Police Officer. Race, ethnicity, or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for

whom an Edinburg Police Officer is searching.

IV. PROCEDURE

A. Complaint Process

1. Any person who believes that an Edinburg Police Officer has engaged in racial profiling with respect to that person may file a complaint with the Edinburg Police Department, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they have filed such a complaint.

2. The Edinburg Police Department shall accept and investigate citizen complaints alleging racial profiling by its police officers. Such complaints shall be in writing, or the department employee, officer, or official receiving the complaint shall reduce the same to writing, and should include the time, place, and details of the incident of alleged racial profiling, the identity or description of the Edinburg Police Officer or officers involved, and the identity and manner of contacting the complainant.

3. Any Edinburg Police Officer, department employee, or official who receives a citizen complaint alleging racial profiling shall forward the complaint to the Chief of Police, via chain of command, within 12 hours of receipt of the complaint. Receipt of each complaint shall be acknowledged to the complainant in writing, all such complaints shall be reviewed or investigated by the Internal Affairs Division of the Edinburg Police Department within a reasonable period of time, and the results of the Internal Affairs Division review or investigation shall be filed with the Chief of Police.

4. In investigating a complaint alleging racial profiling, the Internal Affairs Division shall seek to determine if the officer who is subject of the complaint has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures. A single act constituting racial profiling may not be considered a pattern of racial profiling.

5. In the event that a complaint of racial profiling filed by an individual involves an occurrence that was recorded on video or audio, the Internal Affairs Division shall, upon commencement of the investigation of the complaint and upon written request of the officer, promptly provide a copy of the recording to the officer that is a subject of the complaint.

B. Corrective Action

Any Edinburg Police Officer who is found, after investigation, to have engaged in

racial profiling in violation of this policy shall be subject to corrective action, which may include diversity, sensitivity or other appropriate training or counseling; reprimand; unpaid suspension; indefinite suspension, or other appropriate action as determined by the Chief of Police.

C. Collection of Information and Annual Report when Citation issued or arrest made:

1. For each traffic stop in which a citation or written warning is issued and for each arrest resulting from such traffic stops, an Edinburg Police Officer involved in the stop shall collect the following information:

a. A physical description of each person detained as a result of the stop, including:

(1) The person's gender; and

(2) The person's race or ethnicity, as stated by the person, or if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

b. The traffic law or ordinances alleged to have been violated or the suspected offense;

c. Whether the officer conducted a search as a result of the stop, and, if so, whether the person detained consented to the search;

d. Whether any contraband was discovered in the course of the search and the type of contraband discovered;

e. Whether probable cause to search existed and the facts supporting the existence of that probable cause;

f. Whether the officer made an arrest as a result of the stop or the search, including the offense charged;

g. The street address or approximate location of the stop; and

h. Whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or the violation charged.

2. The information collected shall be complied in an annual report covering the period January 1 thru December 31 of each year, and shall be submitted to the governing body of the City of Edinburg no later than March 1 of the following year. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any Edinburg Police Officer involved in a stop or arrest.

D. Collection, Compilation, Analysis, and Reporting Requirements:

1. The information in each report shall be analyzed and compiled in a report that covers the period January 1 thru December 31 of each year, and shall be submitted to the governing body of the City of Edinburg no later than March 1 of the following year. Each such report shall include:

   A comparative analysis of the information compiled by each officer under Part C to:

   a. Determine the prevalence of racial profiling by peace officers employed by the City of Edinburg; and

   b. Examine the disposition of traffic and pedestrian stops made by officers employed by the City of Edinburg, including searches resulting from such stops; and

   c. Information relating to each complaint filed with the Edinburg Police Department alleging that an Edinburg Police Officer had engaged in racial profiling.

2. The report required by Part C may not include identifying information about an Edinburg Police Officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by an officer.

E. Peace Officer and Police Chief Training:

1. Each Edinburg Police Officer shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) not later than the second anniversary of the date the officer was licensed, the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001 held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling no later than September 1, 2003.

2. The Chief of Police shall, in completing the training required by section 96.64 C Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas.



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For additional questions regarding the information presented in this report, please contact:

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.E.
FY 2027 Operation Lone Star Grant Program (OLS)

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of The Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2027 Operation Lone Star Program (OLS) on January 12, 2026. The Operation Lone Star Grant Program (OLS) is designed to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity.

The Edinburg Police Department (EPD) seeks funding in the amount of approximately $950,000 with no match required to compensate for overtime and fringe costs for Commissioned Police Officers to enhance patrols along the Interstate 69C corridor to disrupt the trafficking of persons, drugs, and weapons smuggled into and through Texas. The request also includes 80 portable radios. The radios, including accessories such as remote speaker microphones, chargers, updated batteries, and carry accessory cases, will be used to sustain and enhance operations. The portable radios will allow the Police Department to improve communication, reliability, and officer safety by replacing aging radios for all patrol officers.

Procurement will adhere to federal and state guidelines, and City policy.

The deadline to submit the grant application for this program is March 12, 2026. The performance period is one year, beginning September 1, 2026 through August 31, 2027. Official award notification is anticipated by summer 2026.

The City previously applied for and was awarded the Fiscal Year 2026 Operation Lone Star Program (OLS) grant to fund officer and dispatcher overtime, as well as the purchase of three radios to support interagency communication and coordination with regional law enforcement partners.

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 Office of The Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) and Execute Documents Related Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst

Iris Alvarado, Management
Services Administrator

Attachments:

A. FY 2027 OLS Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 OPERATION LONE STAR GRANT PROGRAM (OLS) AND EXECUTE DOCUMENTS RELATED THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) for approximately $950,000 for overtime costs and 80 portable radios; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) performance period is from September 1, 2026, to August 31, 2027; and

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

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

WHEREAS, the City of Edinburg designates the Director of Finance, as the grantee's Financial Officer, and the Financial Officer is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the 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 and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS), and to alter, terminate, accept and execute grant documents on behalf of the City.

SECTION 3: The City of Edinburg hereby authorizes and designates the City's Director of Finance as the grantee's Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Edinburg.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March, 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

Application No. 5538302

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.F.
FY 2027 Border Zone Fire Departments Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program on January 12, 2026. The BZFD Grant Program provides grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes.

The Edinburg Fire Department is requesting 12 Level A Hazmat suits, 12 Level B Hazmat suits, and accessories, such as gloves and boots. The hazardous material equipment will be utilized during emergency response, regional response, and during training. The grant request is approximately $135,500 and requires no local match. If awarded, any cost over the grant award amount will need to be considered and appropriated from the Fiscal Year 2026-2027 General Fund Operating Budget.

The deadline for the grant application is March 12, 2026. The performance period is one year, beginning September 1, 2026 through August 31, 2027. The official award notification is anticipated by summer 2026.

Procurement will adhere to federal, state, and City of Edinburg Procurement Policies.

The City has previously been awarded funding through the Border Zone Fire Departments (BZFD) Grant Program funding at varying levels from the Office of the Governor as listed:

- FY 2022: $78,735.25 for wildland gear, a rescue tool set, a utility terrain vehicle and trailer, pickup truck, and skid unit
- FY 2025: $82,500 for rapidly-deployable mobile cascade system, a generator and a trailer
- FY 2026: $78,000 for six mobile light towers

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 Office of the Governor under the Fiscal Year 2027 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:

A. FY 2027 BZFD Grant Resolution.Final

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2027 BORDER ZONE FIRE DEPARTMENTS (BZFD) GRANT PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor under the Fiscal Year 2027 Border Zone Fire Departments (BFZD) Grant. The BZFD Grant Program provides grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes; and,

WHEREAS, the grant has no local match requirement;

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 Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

WHEREAS, the City of Edinburg designates the Director of Finance, as the grantee's Financial Officer, and the Financial Officer is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City

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

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 of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under

the Fiscal Year 2027 Border Zone Fire Departments (BFZD) Grant, and accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: The City of Edinburg hereby authorizes and designates the City's Director of Finance as the grantee's Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Edinburg.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 5th day of March 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

Grant Application Number: 5172703

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.G.
FY 2027 Community Project Funding Program- Freddy Gonzalez Drive and I-69C Frontage

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

The Office of Congresswoman Monica De La Cruz (TX-15) announced the FY 2027 Community Project Funding Program on January 23, 2026, inviting applications for projects that address critical community needs, provide a substantial public benefit, are administered by local governments, and meet a clearly demonstrated need within Texas' 15th Congressional District. An engineering evaluation conducted by Melden & Hunt determined that the existing sewer line along Freddy Gonzalez Drive and I-69C Frontage is to provide additional capacity to serve the surrounding area.

The proposed project will prepare the necessary planning documents, engineering specifications, and detailed cost estimates required to advance the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project to a shovel-ready stage. Completing this phase will better position the City to pursue future construction funding and implement timely infrastructure improvements.

The requested grant amount is approximately $840,000, with an anticipated minimum 20 percent local match of $210,000, for a total estimated project cost of $1,050,000. The required match may be adjusted based on federal review. Matching funds will be appropriated through the FY 2026–2027 Utility Fund, contingent upon available funding. Should additional non-federal contributions be required, the City will budget local funds accordingly.

The application deadline for this program is Monday, March 9, 2026. If awarded, the design is expected to be completed within approximately one year.

All procurement activities will comply with applicable federal, state, and City procurement requirements.

Authorization to submit this grant application will allow the City to maximize external funding opportunities while reducing the burden on local financial resources.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to

Fund the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project and to Execute all Grant Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 2/26/2026	Vanessa Velasquez, Administrative Assistant
Claudia Farias, Director of Grants Administration	Approved - 2/26/2026	
Tomas Reyna, Assistant City Manager	Final Approval - 2/26/2026	

Attachments:

A. FY 2027 Community Project Funding Request for the Canton Road Sewer Line Improvements Planning Project Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF CONGRESSWOMAN MONICA DE LA CRUZ FOR THE FY 2027 COMMUNITY PROJECT FUNDING PROGRAM TO FUND THE FREDDY GONZALEZ DRIVE AND I-69C FRONTAGE SEWER LINE IMPRROVEMENTS PHASE 1 PROJECT AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of Congresswoman Monica De La Cruz solicited grant applications for the Fiscal Year 2027 Community Project Funding Program to fill a clear and present need in the 15th Congressional District of Texas; and

WHEREAS, the City of Edinburg finds it is in the best interest of citizens to submit a grant application to the Office of Congresswoman Monica De La Cruz for the Freddy Gonzalez Drive and I-69C Frontage Sewer Line Improvements Phase 1 Project; and

WHEREAS, the grant requires an anticipated approximate minimum 20 percent local match of $210,000; 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 Edinburg City Council agrees that in the event of loss or misuse of the grant funds, the City of Edinburg assures that the funds will be returned to the funding agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant 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 of the City of Edinburg, Texas, authorizes and designates the City Manager as the City's authorized official to submit a grant application for the Fiscal Year 2027 Community Project Funding Program, and to execute all grant 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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March 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: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.H.
FY 2027 Community Project Funding Request-Water Resource Feasibility Study

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Water Resource Feasibility Study and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

The Office of Congresswoman Monica De La Cruz (TX-15) announced the FY 2027 Community Project Funding Program on January 23, 2026, inviting applications for projects that address the most critical needs of local communities, provide a meaningful public benefit, are administered by local governments, and meet a clearly demonstrated need within Texas' 15th Congressional District. The City's municipal water supply is currently highly dependent on the Rio Grande River. Although this surface water source has historically supported community demand, increasing climate variability, prolonged drought conditions, and declining regional reservoir levels have significantly reduced its long-term reliability.

To reduce these risks and strengthen long-term water security, the Water Resource Feasibility Study Project proposes diversifying the City's water portfolio through the evaluation of alternative water sources. The project will include a comprehensive brackish groundwater well study to assess the feasibility of developing brackish groundwater as a supplemental municipal water supply. Completion of this effort will provide the technical data and planning framework necessary to support the future design and implementation of alternative water supply infrastructure. Advancing this project at this time will enable the City to make informed, cost-effective decisions, enhance system resilience, and help ensure a reliable long-term water supply for residents and businesses.

The requested grant amount is approximately $2,100,000, with an anticipated minimum 20 percent local match of $525,000, for a total estimated project cost of $2,625,000. The final match requirement may be adjusted following federal review. Matching funds will be appropriated through the FY 2026–2027 Utility Fund, contingent upon the availability of funds. Should additional nonfederal contributions be required, the City will budget local funds accordingly.

The application deadline for this program is Monday, March 9, 2026. If awarded, the project is expected to be completed within approximately 18 months.

All procurement activities will comply with applicable federal, state, and City procurement requirements.

Authorization to submit this grant application will allow the City to maximize external funding opportunities while reducing the impact on local financial resources.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the Water Resource Feasiblity Study and to Execute all Grant Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 2/26/2026	Vanessa Velasquez, Administrative Assistant
Claudia Farias, Director of Grants Administration	Approved - 2/26/2026	
Tomas Reyna, Assistant City Manager	Final Approval - 2/26/2026	

Attachments:

A. FY 2027 Community Project Funding Request for the Alternate Water Source Study and Test Wells Project Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF CONGRESSWOMAN MONICA DE LA CRUZ FOR THE FY 2027 COMMUNITY PROJECT FUNDING PROGRAM TO FUND THE WATER RESOURCE FEASIBIITY STUDY AND TEST WELLS PROJECT AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of Congresswoman Monica De La Cruz solicited grant applications for the Fiscal Year 2027 Community Project Funding Program to fill a clear and present need in the 15th Congressional District of Texas; and

WHEREAS, the City of Edinburg finds it is in the best interest of citizens to submit a grant application to the Office of Congresswoman Monica De La Cruz for the Water Resource Feasibility Study; and

WHEREAS, the grant requires an anticipated approximate minimum 20 percent local match of $525,000; 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 Edinburg City Council agrees that in the event of loss or misuse of the grant funds, the City of Edinburg assures that the funds will be returned to the funding agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant 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 of the City of Edinburg, Texas, authorizes and designates the City Manager as the City's authorized official to submit a grant application for the Fiscal Year 2027 Community Project Funding Program, and to execute all grant 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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March 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: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.I.
FY 2027 Community Project Funding Request-North Booster Station Upgrades Phase 1 Project

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the North Booster Station Upgrades Phase 1 Project and to Execute all Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The Office of Congresswoman Monica De La Cruz (TX-15) solicited applications for the FY 2027 Community Project Funding Program on January 23, 2026 for projects that address the most significant needs of local communities, provide a significant public good, are administered by local governments, and fill a clear and present need in the 15th Congressional District of Texas. Edinburg's Certificate of Convenience and Necessity (CCN) extends approximately 23 miles north of the existing city limits. The service area north of FM 490 currently experiences low water pressure, particularly during periods of peak demand and when water line breaks occur.

The proposed project will develop the necessary planning documents, engineering specifications, and detailed cost estimates required to advance the project to shovel-ready status. This project will better position the City to pursue future construction funding and implement timely infrastructure improvements that address existing capacity limitations. The project will ultimately enable the rehabilitation and expansion of an existing booster pump station to improve water pressure, enhance water quality during peak demand conditions, and provide reliable fire protection to the northern service area of Edinburg and surrounding service areas.

The grant request is approximately $280,000 with an anticipated approximate minimum 20 percent local match of $70,000, for a total project cost of $350,000. The match requirement may vary upon the federal review of the project. The matching funds will need to be appropriated through the FY 2026-2027 Utility Fund, contingent upon the availability of funds. If required to contribute additional non-federal funding toward this project, the City will need to budget local funds accordingly.

The submission deadline for this program is Monday, March 9, 2026. If awarded, the project's timeline is anticipated to be approximately one year.

If awarded, procurement will adhere to federal, state, and City procurement policies.

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 Office of Congresswoman Monica De La Cruz for the FY 2027 Community Project Funding Program to Fund the North Booster Station Upgrades Phase 1 Project and to Execute all Grant Documents

Relating Thereto.

Reviewed by:
Gerardo Carmona, Director of Utilities
Claudia Farias, Director of Grants Administration
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:

A. FY 2027 Community Project Funding Request for the North Booster Station Upgrades Planning Project Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF CONGRESSWOMAN MONICA DE LA CRUZ FOR THE FY 2027 COMMUNITY PROJECT FUNDING PROGRAM TO FUND THE NORTH BOOSTER STATION UPGRADES PHASE 1 PROJECT AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of Congresswoman Monica De La Cruz solicited grant applications for the Fiscal Year 2027 Community Project Funding Program to fill a clear and present need in the 15th Congressional District of Texas; and

WHEREAS, the City of Edinburg finds it is in the best interest of citizens to submit a grant application to the Office of Congresswoman Monica De La Cruz for the North Booster Station Upgrades Phase 1 Project; and

WHEREAS, the grant requires an anticipated approximate minimum 20 percent local match of $70,000; 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 Edinburg City Council agrees that in the event of loss or misuse of the grant funds, the City of Edinburg assures that the funds will be returned to the funding agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant 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 of the City of Edinburg, Texas, authorizes and designates the City Manager as the City's authorized official to submit a grant application for the Fiscal Year 2027 Community Project Funding Program, and to execute all grant 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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March 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: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.J.
Purchase of Kamstrup Automated Metering Infrastructure Meters

1. Agenda Item:

Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters, as a Sole Source purchase, from Aguaworks Pipe & Supply, LLC., for an Amount Not to Exceed $49,920.00, Funded Through the Community Development Block Grant Program (CDBG), Grant No. B-25-MC-48-0503, and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The Utilities Department solicited a sole source proposal from Aguaworks Pipe & Supply, LLC to replace 156 residential water meters with Kamstrup smart water meters. The smart water meters will help prevent water loss, efficiently conserve water, and optimize staff time. The proposed meters will also be compatible with the City's existing water billing system.

City staff have verified that Aguaworks Pipe & Supply, LLC has no outstanding financial obligations to the City and currently has the water meters in stock.

The total project cost will be funded through the FY 2025–2026 Community Development Block Grant (CDBG) Program.

Installation and replacement of the water meters will be performed by City staff.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters, as a Sole Source purchase, from Aguaworks Pipe & Supply, LLC., for an Amount Not to Exceed $49,920.00, funded through the Community Development Block Grant Program (CDBG), Grant No. B-25-MC-48-0503, and Execute Any Documents Related Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 2/26/2026	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 2/26/2026	Administrative Assistant

Attachments:

A. Aguaworks Pipe & Supply, LLC Proposal
B. Sole Source Affidavit
C. Agua Works SAM V 01.30.26 E01.20.27

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

1/29/26 Bid ID: 5037438 EDINBURG CITY OF-156 METERS Page 1

Line	Quantity	Sell Per	Description	Price Per	Unit Price	Extended Price
30	156	EA	5/8X3/4 FLOWIQ 2200 ALD METER TYPE #02-K-02-D-1-8B-8-UB "US GALLONS" CONFIGURATION # 810-24-002-0010-3-3-3-6-04-21 0-1-3-01004 0000000.00 USGAL - 0.01 GPM - BILLING IN 100S CURRENTLY IN STOCK		320.00	49,920.00

Subtotal:	49,920.00
Tax:	.00
Bid Total:	49,920.00

THE CITY OF Edinburg

PURCHASING DIVISION

SOLE SOURCE AFFIDAVIT

Company	Date (MM/DD/YYYY)
Aqua Works Pipe & Supply LLC	2-25-2026
Contact Person	**Phone**
Scott Bennett	956-834-2500
Address (address/city/state/zip)	
501 W. 2812 Edinburg Tx 78541	

Before me, the undersigned official, on this day, appeared, Scott Bennett, a person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath deposed and said:

1. My name is Scott Bennett; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Aqua Works Pipe & Supply LLC
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below:

   _____

4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:

   - ○ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or natural monopolies;
   - ○ A film, manuscript, or book;
   - ◉ A captive replacement part or component for equipment.

5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**
6. I have carefully reviewed the Texas Local Government Code, Sec. 252.022, and hereby certify that we meet and comply with it.

Signature of Authorized Official Scott Bennett

Title of Authorized Official V.P. / OWNER

Notary

SUBSCRIBED AND SWORN to before me on this 25th **day of** February, 2026.

SEAL

LINDA M. PRATHER
My Notary ID # 131499966
Expires March 22, 2026

Notary Public Signature: LPratner

Print Name: Linda Prather

My Commission Expires: March 22, 2026

For Purchasing Use Only

☑ The City approves this form effective for one (1) year. Initials

Expires 02.25.2027 Adriana Fuentes

SAM.GOV®

AGUAWORKS PIPE & SUPPLY, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LFDQXM5WZHM3	**7KDZ8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 20, 2027**	
Physical Address	Mailing Address	
2907 N Central AVE **Brownsville, Texas 78526-5137** **United States**	**2907 N Central AVE** **Brownsville, Texas 78526-5137** **United States**	

Business Information

Doing Business as	Division Name	Division Number
AGUAWORKS PIPE & SUPPLY LLC	**Aguaworks Pipe & Supply, Llc**	**Aguaworks**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**www.aguaworkspipe.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 22, 2026	**Jan 20, 2026**	**Feb 24, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 8, 2008	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**7KDZ8**

Points of Contact

Electronic Business

Joe Flores, IT Director

2907 North Central
Brownsville, Texas 78526
United States

Government Business

Joe Flores, IT Director

2907 North Central AVE
Brownsville, Texas 78526
United States

Past Performance

Scott C Bennett, Vice President

2907 North Central
Brownsville, Texas 78526
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**423720**	**Plumbing And Heating Equipment And Supplies (Hydronics) Merchant Wholesalers**
	221320	**Sewage Treatment Facilities**
	237110	**Water And Sewer Line And Related Structures Construction**
	237210	**Land Subdivision**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238910	**Site Preparation Contractors**
	423830	**Industrial Machinery And Equipment Merchant Wholesalers**
	423840	**Industrial Supplies Merchant Wholesalers**

Product and Service Codes

PSC	PSC Name
4610	**Water Purification Equipment**
4710	**Pipe, Tube And Rigid Tubing**
4810	**Valves, Powered**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Texas

Counties
TX: STARR, HIDALGO, CAMERON

Metropolitan Statistical Areas
TX: McAllen-Edinburg-Mission, Brownsville-Harlingen-San Benito

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.K.
Repair Existing Bulk Chemical Containment Walls

1. **Agenda Item:**
Consider Authorizing the Repairs to the Existing Bulk Chemical Containment Walls at the Downtown Water Plant from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 730-24 in the Amount Not to Exceed $54,350.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
To ensure efficient and cost-effective procurement practices, the City of Edinburg participates in several cooperative purchasing programs throughout the State of Texas, including the Houston-Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, the Texas Department of Information Resources (DIR), and the Texas Facilities Commission (TFC). Participation in these cooperative purchasing organizations enables the City to remain compliant with Texas procurement laws while leveraging the collective purchasing power of member agencies to obtain competitive pricing for commodities, goods, and services.

The purpose of this project is to repair interior cracks and structural damage to the containment walls at the Edinburg Downtown Water Treatment Plant. These walls are designed to contain chemicals in the event of a leak or spill from the bulk chemical storage tanks. The project is estimated to be complete within 90 days after the issuance of the notice to proceed.

Funding in the amount of $54,350.00 is available through the FY 2025-2026 Water Plant Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the Repairs to the Existing Bulk Chemical Containment Walls at the Downtown Water Plant from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 730-24 in the Amount Not to Exceed $54,350.00.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 2/26/2026	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 2/26/2026	Administrative Assistant

Attachments:
A. Southern Trenchless Solutions Agreement

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND SOUTHERN TRENCHLESS SOLUTIONS FOR REPAIRS TO THE EXISTING BULK CHEMICAL CONTAINMENT WALLS AT THE DOWNTOWN WATER PLANT

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 **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 90 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:
CITY ATTORNEY'S OFFICE

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 TRENCHLESS SOLUTIONS

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 1/26/2026

Quote # 25-903-203

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
Water Plant Box Coatings

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	750.00	750.00
2	585	100% Warren Environmental Epoxy Coat 1/2" Thick	400	SF	50.00	20,000.00
3	212	Utility Crew (includes bucket truck)	40	HR	800.00	32,000.00
4	MISC	Payment & Performance Bonds	1	EA	1,600.00	1,600.00

Total **$54,350.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless Solutions, 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 TRENCHLESS
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	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [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)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 2,500
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS006564401	04/17/2025	04/17/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 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	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 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: March 5, 2026
CONSENT AGENDA
Agenda Item No: 11.L.
RFP No. 2026-004, Drug and Alcohol Testing Services

1. **Agenda Item:**
Consider Awarding RFP No. 2026-004, Drug and Alcohol Testing Services, to DTM Laboratories, LLC. and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]

2. **Description:**
The City seeks to award a qualified firm to provide comprehensive alcohol and drug testing services for its employees and volunteers. The selected firm will be responsible for administering and managing testing programs in accordance with all applicable federal, state, and local regulations, including pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. To accomplish this, the City of Edinburg is seeking a third-party administrator to conduct random drug and alcohol testing as required by the Department of Transportation (DOT) for employees in possession of a commercial driver's license, as well as provide medical review services and management of the DOT Clearinghouse. The City seeks to partner with a firm that has demonstrated experience in public safety testing and can ensure accurate, timely, cost-effective, and legally defensible services that support the City's commitment to maintaining a safe, compliant, and drug-free workplace.

On December 17, 2025, requests for proposals (RFPs) were opened for RFP No. 2026-004, Drug and Alcohol Testing Services. Seven (7) RFPs were received and the seven (7) met the requirements for further evaluation.

The following firms are listed in order by ranking score (highest to lowest):

1. DTM Laboratories LLC.
2. Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service
3. DSI Medical Services, Inc.
4. Pronto Test Labs
5. DATCO Services Corporation
6. Statcare UIrgent & Walkin Medical Care
7. COTG2021

Seven (7) received RFPs were reviewed and evaluated by City staff in accordance with the established evaluation criteria. The attached tabulation reflects the ranking of the firms based on this evaluation. There is no cost to the City associated with entering into this agreement. The rates outlined in the pricing schedule apply only upon the City's authorization of services after such services have been rendered. Funding has been allocated for these services.

If approved, the service agreement will be effective for a term of one (1) year from the commencement date with the option to review for an additional three (3) years. Staff has confirmed

that the firm does not have any outstanding financial obligations to the City.

3. Staff's Recommendation:

Consider Awarding RFP No. RFP 2026-004, Drug and Alcohol Testing Services, to DTM Laboratories, LLC. and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:

A. Consensus Scorecard
B. Evaluation Tabulation - Summary
C. Evaluation Tabulation - Detailed

Consenus Scorecard

Rank	Vendor	Scope of Work Completeness	Administrative Requirements	Staffing Availability	Qualifications and Experience	Cost Proposal	Total Score
1	DTM Laboratories LLC	30.00	5.00	5.00	28.33	26.67	95.00
2	Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	21.67	5.00	3.33	30.00	14.00	74.00
3	DSI Medical Services, Inc	20.00	3.67	2.00	26.00	18.33	70.00
4	Pronto Test Labs	26.67	5.00	2.67	18.00	12.33	64.67
5	DATCO Services Corporation	20.00	0.00	0.00	30.00	11.33	61.33
6	Statcare UIrgent & Walkin Medical Care	18.00	3.67	2.00	13.33	10.00	47.00
7	COTG2021	13.33	5.00	3.33	13.33	7.67	42.66

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

EVALUATION TABULATION

RFP No. RFP 2026-004

Drug and Alcohol Testing Services

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm
Report Generated: Thursday, February 19, 2026

CONSENSUS SCORECARD SUMMARY

Vendor	Scope of Work Completeness Points Based 30 Points (30%)	Administrative Requirements Points Based 5 Points (5%)	Staffing Availability Points Based 5 Points (5%)	Qualifications and Experience Points Based 30 Points (30%)	Cost Proposal Points Based 30 Points (30%)	Total Score (Max Score 100)
COTG2021	13.33	5	3.33	13.33	7.67	**42.7**
DATCO Services Corporation	20	0	0	30	11.33	**61.3**
DSI Medical Services, Inc	20	3.67	2	26	18.33	**70**
DTM Laboratories LLC	30	5	5	28.33	26.67	**95**
Pronto Test Labs	26.67	5	2.67	18	12.33	**64.7**
Statcare UIrgent & Walkin Medical Care	18	3.67	2	13.33	10	**47**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	21.67	5	3.33	30	14	**74**

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	COTG2021	DATCO Services Corporation	DSI Medical Services, Inc	DTM Laboratories LLC	Pronto Test Labs	Statcare UIrgent & Walkin Medical Care	Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service
Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass
If you have any proprietary documents, please attach the redacted document here.	No Response	No Response	Pass	No Response	Pass	No Response	Pass
Please upload your current insurance certificate.	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Required Forms							
Please fill out and sign the Conflict of Interest Disclosure form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the General Questionnaire and upload here	Fail	Pass	Pass	Pass	Pass	Fail	Pass
Please fill out the Litigation Disclosure Form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	COTG2021	DATCO Services Corporation	DSI Medical Services, Inc	DTM Laboratories LLC	Pronto Test Labs	Statcare UIrgent & Walkin Medical Care	Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service
Please fill out and sign HB 89 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 13 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 19 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Non-Collusion Affidavit and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
If awarded the 1295 form will need to be provided	Pass	Pass	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Scope of Work Completeness	Points Based	30 *(30% of Total)*

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Criteria	Scoring Method	Weight (Points)
Administrative Requirements	Points Based	5 *(5% of Total)*

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Criteria	Scoring Method	Weight (Points)
Staffing Availability	Points Based	5 *(5% of Total)*

Description:
Availability for after hours testing, on site testing, and response to requests

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	30 *(30% of Total)*

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	30 *(30% of Total)*

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
DTM Laboratories LLC	100	85	100	**95**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	72	77	73	**74**
DSI Medical Services, Inc	70	70	70	**70**
Pronto Test Labs	70	50	74	**64.67**
DATCO Services Corporation	62	60	62	**61.33**
Statcare UIrgent & Walkin Medical Care	44	52	45	**47**
COTG2021	48	32	48	**42.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Scope of Work Completeness Points Based 30 Points (30%)	Administrative Requirements Points Based 5 Points (5%)	Staffing Availability Points Based 5 Points (5%)	Qualifications and Experience Points Based 30 Points (30%)	Cost Proposal Points Based 30 Points (30%)	Total Score (Max Score 100)
DTM Laboratories LLC	30	5	5	28.3	26.7	**95**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	21.7	5	3.3	30	14	**74**
DSI Medical Services, Inc	20	3.7	2	26	18.3	**70**
Pronto Test Labs	26.7	5	2.7	18	12.3	**64.67**
DATCO Services Corporation	20	0	0	30	11.3	**61.33**
Statcare UIrgent & Walkin Medical Care	18	3.7	2	13.3	10	**47**
COTG2021	13.3	5	3.3	13.3	7.7	**42.67**

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

EVALUATION TABULATION

RFP No. RFP 2026-004

Drug and Alcohol Testing Services

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, February 19, 2026

CONSENSUS SCORECARD SUMMARY

Vendor	Scope of Work Completeness Points Based 30 Points (30%)	Administrative Requirements Points Based 5 Points (5%)	Staffing Availability Points Based 5 Points (5%)	Qualifications and Experience Points Based 30 Points (30%)	Cost Proposal Points Based 30 Points (30%)	Total Score (Max Score 100)
COTG2021	13.33	5	3.33	13.33	7.67	**42.7**
DATCO Services Corporation	20	0	0	30	11.33	**61.3**
DSI Medical Services, Inc	20	3.67	2	26	18.33	**70**
DTM Laboratories LLC	30	5	5	28.33	26.67	**95**
Pronto Test Labs	26.67	5	2.67	18	12.33	**64.7**
Statcare UIrgent & Walkin Medical Care	18	3.67	2	13.33	10	**47**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	21.67	5	3.33	30	14	**74**

CONSENSUS SCORECARD DETAILS

COTG2021

Scope of Work Completeness | Points Based | 30 Points (30%)

13.33

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Comments:
Laura Cerda: Not authorized to work in Texas

Administrative Requirements | Points Based | 5 Points (5%)

5

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Staffing Availability | Points Based | 5 Points (5%)

3.33

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Erica Balli: Use subcontractors Cynthia Gutierrez: subcontract with Quest Diagnostics and Concentra

Qualifications and Experience | Points Based | 30 Points (30%)

13.33

Description:

Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Comments:
Erica Balli: Not licensed to work in Texas

Cost Proposal | Points Based | 30 Points (30%)
7.67

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 42.66

DATCO Services Corporation

Scope of Work Completeness | Points Based | 30 Points (30%)
20

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Comments:
Laura Cerda: incomplete rfp - did not provide sufficient information

Administrative Requirements | Points Based | 5 Points (5%)

0

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Comments:
Cynthia Gutierrez: no response submitted

Staffing Availability | Points Based | 5 Points (5%)

0

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Laura Cerda: incomplete rfp - did not provide sufficient information Cynthia Gutierrez: no response submitted

Qualifications and Experience | Points Based | 30 Points (30%)

30

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Comments:
Laura Cerda: incomplete rfp - did not provide sufficient information

Cost Proposal | Points Based | 30 Points (30%)
11.33

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 61.33

DSI Medical Services, Inc

Scope of Work Completeness | Points Based | 30 Points (30%)
20

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Administrative Requirements | Points Based | 5 Points (5%)

3.67

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Comments:
Cynthia Gutierrez: training will need to purchased separate

Staffing Availability | Points Based | 5 Points (5%)

2

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Erica Balli: Uses Subcontractors Cynthia Gutierrez: subcontract work

Qualifications and Experience | Points Based | 30 Points (30%)

26

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Cost Proposal | Points Based | 30 Points (30%)

18.33

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point

allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 70

DTM Laboratories LLC

Scope of Work Completeness | Points Based | 30 Points (30%)
30

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Administrative Requirements | Points Based | 5 Points (5%)
5

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Staffing Availability | Points Based | 5 Points (5%)
5

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Erica Balli: Local employees

Qualifications and Experience | Points Based | 30 Points (30%)
28.33

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Cost Proposal | Points Based | 30 Points (30%)
26.67

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 95

Pronto Test Labs

Scope of Work Completeness | Points Based | 30 Points (30%)

26.67

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Comments:
Laura Cerda: RFP did not include explanation of the scope of work

Administrative Requirements | Points Based | 5 Points (5%)

5

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Comments:
Laura Cerda: RFP did not include this information.

Staffing Availability | Points Based | 5 Points (5%)

2.67

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Erica Balli: Local employees Laura Cerda: Company has 2 staff members

Qualifications and Experience | Points Based | 30 Points (30%)

18

Description:

Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Comments:
Laura Cerda: Company has been in business less than 3 years Cynthia Gutierrez: less than 5 years experience with similar agency

Cost Proposal | Points Based | 30 Points (30%)
12.33

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 64.67

Statcare UIrgent & Walkin Medical Care

Scope of Work Completeness | Points Based | 30 Points (30%)
18

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Comments:
Erica Balli: Use Subcontractors Laura Cerda: not licensed in TX -will need to contract locally for services

Administrative Requirements | Points Based | 5 Points (5%)

3.67

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Staffing Availability | Points Based | 5 Points (5%)

2

Description:
Availability for after hours testing, on site testing, and response to requests

Comments:
Cynthia Gutierrez: subcontract

Qualifications and Experience | Points Based | 30 Points (30%)

13.33

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Comments:
Erica Balli: Not Licensed Texas

Cost Proposal | Points Based | 30 Points (30%)

10

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 47

Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service

Scope of Work Completeness | Points Based | 30 Points (30%)

21.67

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Administrative Requirements | Points Based | 5 Points (5%)

5

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Staffing Availability | Points Based | 5 Points (5%)

3.33

Description:
Availability for after hours testing, on site testing, and response to requests

Qualifications and Experience | Points Based | 30 Points (30%)

30

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Cost Proposal | Points Based | 30 Points (30%)

14

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

Total Score: 74

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	COTG2021	DATCO Services Corporation	DSI Medical Services, Inc	DTM Laboratories LLC	Pronto Test Labs	Statcare UIrgent & Walkin Medical Care	Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service
Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass
If you have any proprietary documents, please attach the redacted document here.	No Response	No Response	Pass	No Response	Pass	No Response	Pass
Please upload your current insurance certificate.	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Required Forms							
Please fill out and sign the Conflict of Interest Disclosure form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the General Questionnaire and upload here	Fail	Pass	Pass	Pass	Pass	Fail	Pass
Please fill out the Litigation Disclosure Form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	COTG2021	DATCO Services Corporation	DSI Medical Services, Inc	DTM Laboratories LLC	Pronto Test Labs	Statcare UIrgent & Walkin Medical Care	Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service
Please fill out and sign HB 89 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 13 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 19 and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Non-Collusion Affidavit and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest form and upload here	Pass	Pass	Pass	Pass	Pass	Pass	Pass
If awarded the 1295 form will need to be provided	Pass	Pass	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Scope of Work Completeness	Points Based	30 *(30% of Total)*

Description:
Capability of the proposer to satisfy all requirements identified in the Scope of Work and completeness of requested information.

Criteria	Scoring Method	Weight (Points)
Administrative Requirements	Points Based	5 *(5% of Total)*

Description:
Security and confidentiality measures are in place and meet all Administrative Requirements under Scope of Services.

Criteria	Scoring Method	Weight (Points)
Staffing Availability	Points Based	5 *(5% of Total)*

Description:
Availability for after hours testing, on site testing, and response to requests

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	30 *(30% of Total)*

Description:
Experience with project of this size and scope in an agency of similar size, based on the vendor's previous experience with multiple agencies.

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	30 *(30% of Total)*

Description:
Points will be assigned based on a "Ratio Method". The proposer's cost must be included in the delivery of the proposed solutions, in the Scope of Work and the Pricing Proposal. With this method, the proposal with the lowest cost receives the maximum point allowed. All other proposals received a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:

Lowest Price/Evaluated Price X maximum points available=Awarded Points

Example: The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. The total points available for cost =30 points.

($100,000 / $125,000) X 30 = 24 points

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
DTM Laboratories LLC	100	85	100	**95**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	72	77	73	**74**
DSI Medical Services, Inc	70	70	70	**70**
Pronto Test Labs	70	50	74	**64.67**
DATCO Services Corporation	62	60	62	**61.33**
Statcare UIrgent & Walkin Medical Care	44	52	45	**47**
COTG2021	48	32	48	**42.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Scope of Work Completeness Points Based 30 Points (30%)	Administrative Requirements Points Based 5 Points (5%)	Staffing Availability Points Based 5 Points (5%)	Qualifications and Experience Points Based 30 Points (30%)	Cost Proposal Points Based 30 Points (30%)	Total Score (Max Score 100)
DTM Laboratories LLC	30	5	5	28.3	26.7	**95**
Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service	21.7	5	3.3	30	14	**74**
DSI Medical Services, Inc	20	3.7	2	26	18.3	**70**
Pronto Test Labs	26.7	5	2.7	18	12.3	**64.67**
DATCO Services Corporation	20	0	0	30	11.3	**61.33**
Statcare UIrgent & Walkin Medical Care	18	3.7	2	13.3	10	**47**
COTG2021	13.3	5	3.3	13.3	7.7	**42.67**

INDIVIDUAL PROPOSAL SCORES

COTG2021
Scope of Work Completeness | Points Based | 30 Points (30%)
Evaluator 1: 20
Evaluator 2: 0

Not authorized to work in Texas

Evaluator 3: 20

Administrative Requirements | Points Based | 5 Points (5%)
Evaluator 1: 5
Evaluator 2: 5
Evaluator 3: 5

Staffing Availability | Points Based | 5 Points (5%)
Evaluator 1: 4

Use subcontractors

Evaluator 2: 2
Evaluator 3: 4

subcontract with Quest Diagnostics and Concentra

Qualifications and Experience | Points Based | 30 Points (30%)
Evaluator 1: 10

Not licensed to work in Texas

Evaluator 2: 20
Evaluator 3: 10

Cost Proposal | Points Based | 30 Points (30%)
Evaluator 1: 9
Evaluator 2: 5

Evaluator 3: 9

DATCO Services Corporation

Scope of Work Completeness | Points Based | 30 Points (30%)

Evaluator 1: 20

Evaluator 2: 20

incomplete rfp - did not provide sufficient information

Evaluator 3: 20

Administrative Requirements | Points Based | 5 Points (5%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

no response submitted

Staffing Availability | Points Based | 5 Points (5%)

Evaluator 1: 0

Evaluator 2: 0

incomplete rfp - did not provide sufficient information

Evaluator 3: 0

no response submitted

Qualifications and Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 30

incomplete rfp - did not provide sufficient information

Evaluator 3: 30

Cost Proposal | Points Based | 30 Points (30%)

Evaluator 1: 12

Evaluator 2: 10

Evaluator 3: 12

DSI Medical Services, Inc

Scope of Work Completeness | Points Based | 30 Points (30%)

Evaluator 1: 20

Evaluator 2: 20

Evaluator 3: 20

Administrative Requirements | Points Based | 5 Points (5%)

Evaluator 1: 3

Evaluator 2: 5

Evaluator 3: 3

training will need to purchased separate

Staffing Availability | Points Based | 5 Points (5%)

Evaluator 1: 2

Uses Subcontractors

Evaluator 2: 2
Evaluator 3: 2

subcontract work

Qualifications and Experience | Points Based | 30 Points (30%)
Evaluator 1: 30
Evaluator 2: 18
Evaluator 3: 30

Cost Proposal | Points Based | 30 Points (30%)
Evaluator 1: 15
Evaluator 2: 25
Evaluator 3: 15

DTM Laboratories LLC

Scope of Work Completeness | Points Based | 30 Points (30%)
Evaluator 1: 30
Evaluator 2: 30
Evaluator 3: 30

Administrative Requirements | Points Based | 5 Points (5%)
Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Staffing Availability | Points Based | 5 Points (5%)

Evaluator 1: 5

Local employees

Evaluator 2: 5

Evaluator 3: 5

Qualifications and Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 25

Evaluator 3: 30

Cost Proposal | Points Based | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 20

Evaluator 3: 30

Pronto Test Labs

Scope of Work Completeness | Points Based | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 20

RFP did not include explanation of the scope of work

Evaluator 3: 30

Administrative Requirements | Points Based | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

RFP did not include this information.

Evaluator 3: 5

Staffing Availability | Points Based | 5 Points (5%)

Evaluator 1: 3

Local employees

Evaluator 2: 0

Company has 2 staff members

Evaluator 3: 5

Qualifications and Experience | Points Based | 30 Points (30%)

Evaluator 1: 19

Evaluator 2: 15

Company has been in business less than 3 years

Evaluator 3: 20

less than 5 years experience with similar agency

Cost Proposal | Points Based | 30 Points (30%)

Evaluator 1: 13

Evaluator 2: 10

Evaluator 3: 14

Statcare UIrgent & Walkin Medical Care

Scope of Work Completeness | Points Based | 30 Points (30%)

Evaluator 1: 19

Use Subcontractors

Evaluator 2: 15

not licensed in TX -will need to contract locally for services

Evaluator 3: 20

Administrative Requirements | Points Based | 5 Points (5%)

Evaluator 1: 3

Evaluator 2: 5

Evaluator 3: 3

Staffing Availability | Points Based | 5 Points (5%)

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

subcontract

Qualifications and Experience | Points Based | 30 Points (30%)

Evaluator 1: 10
Not Licensed Texas
Evaluator 2: 20
Evaluator 3: 10

Cost Proposal | Points Based | 30 Points (30%)
Evaluator 1: 10
Evaluator 2: 10
Evaluator 3: 10

Texas Alcohol and Drug Testing Service, Inc. dba The Alcohol & Drug Testing Service

Scope of Work Completeness | Points Based | 30 Points (30%)
Evaluator 1: 20
Evaluator 2: 25
Evaluator 3: 20

Administrative Requirements | Points Based | 5 Points (5%)
Evaluator 1: 5
Evaluator 2: 5
Evaluator 3: 5

Staffing Availability | Points Based | 5 Points (5%)
Evaluator 1: 4

Evaluator 2: 2
Evaluator 3: 4
Qualifications and Experience | Points Based | 30 Points (30%)
Evaluator 1: 30
Evaluator 2: 30
Evaluator 3: 30
Cost Proposal | Points Based | 30 Points (30%)
Evaluator 1: 13
Evaluator 2: 15
Evaluator 3: 14