



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

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

REGULAR MEETING AGENDA
MAY 21, 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. CITY HIGHLIGHTS

A. City Events:

- Memorial Day Commemorative Ceremony, Friday, May 22, 2026 at 10:00 a.m. at Edinburg Municipal Auditorium, 200 N. 7th Ave
- Parks and Recreation Community Garage Sale, Saturday, May 23, 2026 at 8:00 a.m. at Parks and Recreation Center, 315 Mark S. Peña Dr.
- Edinburg Mayor's Prayer Breakfast hosted by the Edinburg Chamber of Commerce, Friday, May 29, 2026 at 9:00 a.m. at Region One Education Service Center, 1900 W. Schunior St.
- Cultural Arts' Summer Concert Series, Saturday, May 30, 2026 at 7:00 p.m., at Promenade Park Amphitheater, 201 W. McIntyre St.

5. MAYOR'S REPORT

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month as Requested by Joe David Garza. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing May 2026 as Stroke Awareness Month as Requested by South Texas Health System. [Clarice Y. Balderas, City Secretary]
- C. Presentation of Proclamation Recognizing the Edinburg Solid Rock Volleyball Team as the 2026 Lone Star Regional Championships Tournament Champions. [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. PRESENTATIONS AND REPORTS

- A.** Presentation of Delinquent Tax and Municipal Court Collection Report for the Period of October 1, 2025 Through March 31, 2026. [Ascencion Alonzo, Director of Finance]

9. PUBLIC HEARING

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings shall have a maximum of three (3) minutes to make his/her remarks.

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District, the West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 W. Palm Drive, as Requested by Gerardo Aleman Trevino and Veronica Aleman. [Jaime Acevedo, Director of Planning and Zoning]

10. PUBLIC HEARINGS - ROUTINE ITEMS

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings-Routine Items shall have a maximum of three (3) minutes to make his/her remarks. All Matters Listed Under Public Hearing(s)-Routine Items Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed And Will Be Considered Separately.

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being an 8.350 Acres Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1534 N Kenyon Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Urban (RU) & Townhome District to Residential, Multifamily (RM) District, Being a Tract I – 8.80 Acres Out of Lot 5, Block 1, John Closner Et. Al. Subdivision Located at 2301 E. Wisconsin Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]
- C.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 11.14 Acre Tract of Land Out of Lot 15, Block 248, Texas-Mexican Railway Company's Survey, Located at 3399 E. Mile 17 ½ Road, as Requested by Supreme Engineering, PLLC. [Jaime Acevedo, Director of Planning and Zoning]
- D.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being All of Lots Twenty-

Five (25) and Twenty-Six (26), Closner Addition to the City of Edinburg, Hidalgo County, Texas, Located at 1115 S. 12th Avenue, as Requested by James G. Hesbrook and Maria Elena Vale Hesbrook. [Jaime Acevedo, Director of Planning and Zoning]

- E. Hold Public Hearing and Consider the Special Use Permit for Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours, Being All of Lot 7, Villa Del Mundo Subdivision, Located at 5203 S. Veterans Blvd., as Requested By Drama Llama Beer Box, LLC. [Jaime Acevedo, Director of Planning and Zoning]

11. AWARDING OF BID

- A. Consider Rejecting RFP No. 2026-011, Lease of City of Edinburg Property and Operations of its Drag Strip (Racetrack) At South Texas International Airport at Edinburg. [Tomas D. Reyna, Assistant City Manager]

12. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately.

- A. Consider Resolution Authorizing the City Manager to Submit an Application to the Texas Commission on the Arts for Designation as a Cultural Arts District from The University of Texas Rio Grande Valley Campus to Veterans Boulevard and Execute Application Documents Relating Thereto. [Leticia Leija, Director of Library & Cultural Arts]
- B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, Under the Fiscal Year 2026 Safe Streets and Roads for All Grant Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Sprague Drainage Crossing Improvements and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]
- D. Consider Awarding Bid No. 2026-10, Repair of Commercial Metal Containers to Martin Moreno Paz dba Alliance Containers Services of Dallas, Texas Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]
- E. Consider Authorizing the Purchase of a Fitness Court from the National Fitness Campaign for De Zavala Elementary City/School Park in the Amount of \$125,000 Funded by the Community Development Block Grant Program, TX-B-25-MC-48-0503. [Javier Garza, Director of Parks and Recreation]
- F. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Janet Ogden Vackar Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- G. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Robert C. Vackar Edinburg No. 3 Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

- H. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Russell Park Subdivision Phase II and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- I. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Sonador Trails Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

13. OTHER BUSINESS

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

14. EXECUTIVE SESSION

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

- A. Consultation with City Attorney. (§551.071 Consultation with Attorney; Closed Meeting)
- B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- C. Discussion of Duties, Responsibilities, Remuneration, and Possible Action Regarding Interim City Attorney. (§552.074 Personnel Matters and §551.071 Consultation with Attorney; Closed Meeting).
- D. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- E. Discussion and Possible Action Regarding Economic Development Matters. 1. Flip 3.0 (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

15. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on May 15, 2026 at 5:00 p.m.

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

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are

requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Proclamation: ALS Awareness Month

1. Agenda Item:

Presentation of Proclamation Recognizing May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month as Requested by Joe David Garza. [Clarice Y. Balderas, City Secretary]

2. Description:

Amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe.

The ALS Association is committed to making ALS livable and curing it for everyone, everywhere.

The Edinburg City Council would like to help increase public awareness of the dire circumstances of people living with ALS, and acknowledge the terrible impact this disease has on those individuals and their families.

3. Staff's Recommendation:

Present Proclamation Recognizing May 2026 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month as Requested by Joe David Garza.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. ALS Awareness Month Proclamation

PROCLAMATION



ALS AWARENES MONTH MAY 2026

WHEREAS, amyotrophic lateral sclerosis (ALS), also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease that affects nerve cells in the brain and spinal cord, resulting in loss of voluntary muscle control, paralysis and death; and,

WHEREAS, it is estimated that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS; and,

WHEREAS, ALS is often diagnosed between the ages of 40 and 70, but it can affect anyone, regardless of race, ethnic or socioeconomic status; and,

WHEREAS, military veterans are approximately twice as likely to develop ALS as the general population; and,

WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to those living with ALS; and,

WHEREAS, clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies; and,

WHEREAS, the ALS Association provides vital care services, equipment, and advocacy across our state to make ALS livable and find a cure for everyone; and,

WHEREAS, Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to honor the memory of those who have lost their lives to the disease, acknowledge the profound impact on their families, and recognize care givers and healthcare providers.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize May 2026 as:

ALS AWARENESS MONTH

in the City of Edinburg and encourages everyone to support ALS research, and stand in solidarity with those affected by this relentless disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: Stroke Awareness Month

1. Agenda Item:

Presentation of Proclamation Recognizing May 2026 as Stroke Awareness Month as Requested by South Texas Health System. [Clarice Y. Balderas, City Secretary]

2. Description:

Strokes affect individuals of all ages, leading to roughly 3,600 annual hospitalizations in the Rio Grande Valley. Educating the public on stroke prevention, recognizing early warning signs, and immediately calling 9-1-1 is critical to utilizing our community's advanced stroke care services, ultimately saving lives and minimizing long-term disability.

The Edinburg City Council recognizes May 2026 as Stroke Awareness Month and urges residents to learn the vital signs and symptoms of a stroke.

3. Staff's Recommendation:

Present Proclamation Recognizing May 2026 as Stroke Awareness Month as Requested by South Texas Health System.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Stroke Awareness Month Proclamation

PROCLAMATION



STROKE AWARENESS MONTH MAY 2026

WHEREAS, every 40 seconds someone in the United States experiences a stroke, according to the CDC, and more than 795,000 people suffer a stroke each year; and,

WHEREAS, someone in the U.S. dies from a stroke every 3 minutes and 11 seconds, making stroke the fourth leading cause of death nationwide, with over 165,000 stroke-related deaths annually; and,

WHEREAS, “time is brain,” meaning swift response to a stroke is crucial because every minute it goes untreated, the brain loses an estimated 1.9 million neurons, which can result in permanent damage, disability, or death; and,

WHEREAS, up to 80% of strokes are preventable through healthy lifestyle choices, effective management of underlying health conditions, and regular medical screenings; and,

WHEREAS, knowing the warning signs of stroke is essential to survival, and health experts recommend the **B.E.F.A.S.T.** acronym: Balance, Eyes, Facial droop, Arm weakness, Speech difficulty, and Time to call 911; and,

WHEREAS, the South Texas Health System Neurosciences & Stroke Institute offers a full spectrum of advanced, nationally recognized neurological care through its Comprehensive and Primary Stroke Centers and its Acute Stroke Ready freestanding emergency departments; and,

WHEREAS, the Institute has played a vital role in raising awareness across the City of Edinburg and the Rio Grande Valley through initiatives like the “Let’s Talk Your Health” series and the “Steps for Stroke 50,000 Step Challenge.”

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize May 2026 as:

STROKE AWARENESS MONTH

in the City of Edinburg and encourage all citizens to take proactive steps to prevent stroke and to join STHS’ Steps for Stroke initiative to help confront this life-threatening medical emergency. Together, we can fight stroke and, most importantly, help change its future for our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.C.

Proclamation: Edinburg Solid Rock

1. **Agenda Item:**

Presentation of Proclamation Recognizing the Edinburg Solid Rock Volleyball Team as the 2026 Lone Star Regional Championships Tournament Champions. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Solid Rock Volleyball Academy was established in 2019, with a mission to improve the level of volleyball competition in the Rio Grande Valley through the development of individual player and team skills, technique and game strategy, while emphasizing the value of teamwork, responsibility and self-discipline.

In May 2026, the Solid Rock Academy 12U Volleyball team competed as Edinburg Solid Rock in the Lone Star Regional Tournament, where, through determination, unity, and excellence on the court, they went undefeated all the way and emerged as 1st place champions.

The Edinburg City Council proudly recognizes the Edinburg Solid Rock Volleyball Team for their achievements.

3. **Staff's Recommendation:**

Present a Proclamation Recognizing the Edinburg Solid Rock Volleyball Team as the 2026 Lone Star Regional Championships Tournament Champions.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Edinburg Solid Rock

PROCLAMATION



EDINBURG SOLID ROCK VOLLEYBALL TEAM

WHEREAS, the Solid Rock Volleyball Academy was established in 2019 with a mission to improve the level of volleyball competition in the Rio Grande Valley through the development of individual player and team skills, techniques and game strategy, while emphasizing the value of teamwork, responsibility and self-discipline; and,

WHEREAS, in May 2026, the Solid Rock Academy 12U Volleyball team competed as Edinburg Solid Rock in the Lone Star Regional Tournament—a premier event drawing over 600 teams from across the region to compete at the highest level of non-bid youth volleyball; and,

WHEREAS, Edinburg Solid Rock competed in the elite division where through determination, unity, and excellence on the court they went undefeated all the way and emerged as 1st place champions; 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 community that continues to invest in youth development, leadership, and sportsmanship; and,

WHEREAS, the Edinburg Solid Rock volleyball team is made up of an outstanding group: #6-Payton Cavazos, Right Side Hitter; #3-Eiza Esparza, Libero; #4-Roselee Espinoza, Defense Specialist; #1-Isabella Garcia, Outside Hitter; #7-Madison Garza, Outside Hitter; #47-Romina Guevara, Setter/Hitter; #31-Renata Martinez, Middle Blocker; #12-Ari Salinas, Middle Blocker; and #27-Neysa Treviño, Setter/Hitter. The team is led by Head Coach Lizbett Geter and Assistant Coaches Diego Arenas and Myra Cavazos; and,

WHEREAS, the Edinburg City Council proudly recognizes the achievements of the Edinburg Solid Rock volleyball team, 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 the:

EDINBURG SOLID ROCK VOLLEYBALL TEAM

and encourage all residents to join in recognizing the success of these students and coaches.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of May, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PRESENTATIONS AND REPORTS

Agenda Item No: 8.A.

Delinquent Tax Collection and Municipal Court Report

1. Agenda Item:

Presentation of Delinquent Tax and Municipal Court Collection Report for the Period of October 1, 2025 Through March 31, 2026. [Ascencion Alonzo, Director of Finance]

2. Description:

Ms. Kelly Rivera Salazar, Attorney with Linebarger Goggan Blair & Sampson, LLP, will present the City of Edinburg's Delinquent Tax and Municipal Court Collection Report for the period of October 01, 2025 through March 31, 2026.

3. Staff's Recommendation:

There will be no action taken.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Presentation

DELINQUENT TAX AND MUNICIPAL COURT REPORT



OCTOBER 01, 2025 - MARCH 31, 2026



LINEBARGER

ATTORNEYS AT LAW

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

May 21, 2026

Honorable Omar Ochoa., Mayor
Honorable David Salazar Jr., Mayor Pro Tem / Councilmember Place 3
Honorable Daniel "Dan" Diaz, Councilmember Place 1
Honorable Jason De Leon, Councilmember Place 2
Honorable Gerardo "Gerry" Lozano, Councilmember Place 4
City of Edinburg
415 West University Drive
Edinburg, Texas 78541

RE: Delinquent Tax and Municipal Court Collections for the period of October 01, 2025 through March 31, 2026

Dear Mayor Ochoa and City Commission:

The attached report highlights our delinquent ad valorem tax collection program on behalf of the City of Edinburg for the 2025 – 2026 semi – annual period. As noted herein, our collection results continue to be successful for the City.

Please know that we truly appreciate the opportunity to represent the City of Edinburg on all delinquent ad valorem tax matters. As always, we will continue to provide the most-experienced and dedicated ad valorem attorneys, which deliver the highest quality representation and consistent results. We remain available to address any questions/concerns you may have at your convenience.

Sincerely,



Kelly R. Salazar
Capital Partner



DELINQUENT TAX PROGRAM

Our delinquent tax collection program for the City of Edinburg continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the City and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.



MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to the City of Edinburg. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

3 Demand Mailings – 3,486 Statements Mailed



CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the City of Edinburg and its taxpayers. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

1,477 PHONE CALLS	120 ON-SITE VISITS
71 PAYMENT AGREEMENTS	167 PAY OFF REQUESTS



LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; only after diligent efforts to contact and work with taxpayers have been fully exhausted. A complete property title search is conducted, the property is physically identified and all interested parties, including all lien holders, are also identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	54	\$168,522
• Lawsuits Disposed	55	\$192,621
• Judgments Taken	14	\$44,624
• Pending Litigation	230	\$885,163

TAX SALES/RESALES

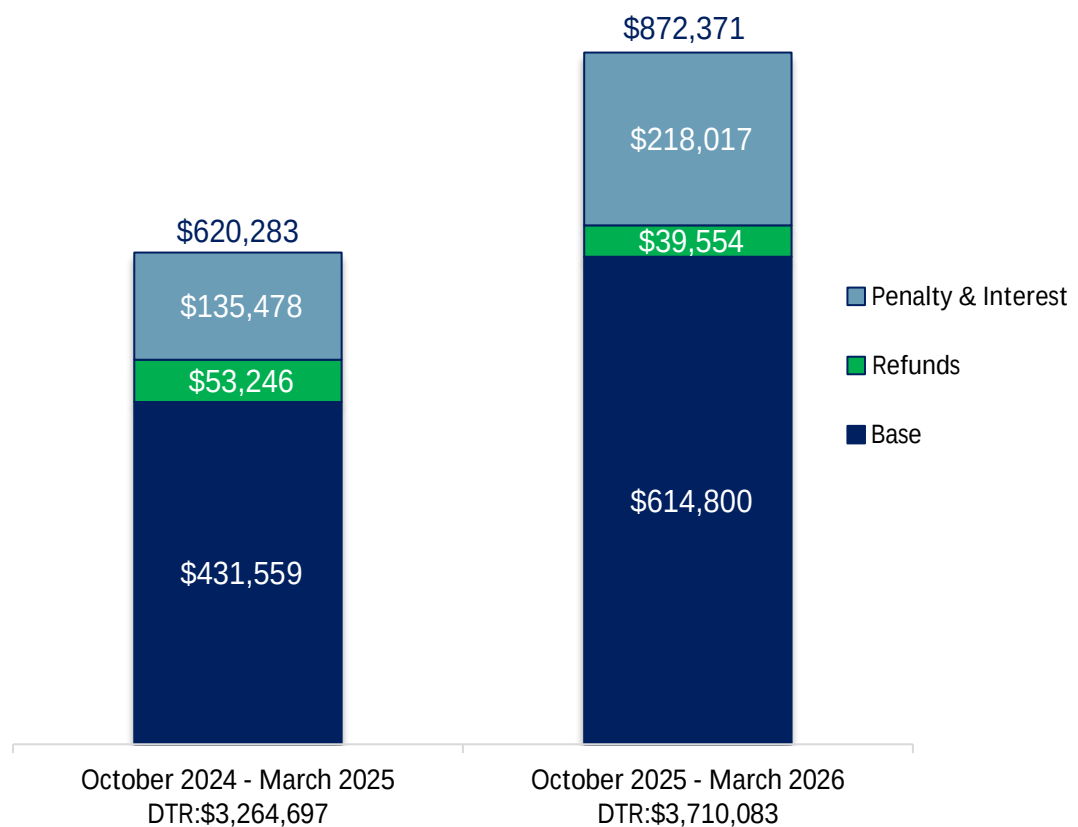
Our office regularly monitors all judgments we take on behalf of the City of Edinburg. During this reporting period, one (1) tax sale was conducted, placing a total of five (5) properties for sale.

Tax Sale Result	Number of Properties	Base, Penalty and Interest
Sold	5	\$29,936

LIENS: Our firm collected \$2,448 in mowing liens as a courtesy for the City of Edinburg.

COLLECTIONS

SEMI – ANNUAL COMPARISON



Source: Hidalgo County Tax Office Reports



MUNICIPAL COURT PROGRAM

Our Delinquent Municipal Court Fines and Fees services is a cost-free program to the City of Edinburg, an “add-on” collection fee is paid by defendants on cases more than 60 days delinquent and referred for collection. Below are results that highlight our activities from October 2025 – March 2026.

MUNICIPAL COURT FEES AND FINES SERVICES



MAILINGS



CALL CENTER



SKIP-TRACING



SPECIALIZED CAMPAIGNS



GEO-MAPPING



KEY PERSONNEL



CONTACTS

We believe that a successful collection program must be multi-faceted, flexible and tailored to each client’s specific needs. Our goal is to maximize the collection of delinquent fees and fines. We monitor our work plan on a continuous basis and modify it as necessary to meet that goal. Below are some activities our office conducted during this reporting period.

712

Telephone Calls

6,176

Letters Mailed

2,932

Skip Tracing



COLLECTIONS

Our comprehensive fees and fines collection initiatives create opportunities to increase revenue for the City of Edinburg while minimizing the administrative burden on your team. Our mission is to maximize recoveries through efficient and effective collection services.

\$97,268

October 2025 – March 2026

\$3.7M
Total Collections

May 2007 – March 2026

57.4%
Resolution Rate

May 2007 – March 2026

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for the City of Edinburg. We will continue to offer firm yet flexible payment options for taxpayers experiencing financial hardship.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the remainder of the fiscal year, we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City.

Digital Outreach

Our office has implemented a new outreach initiative to delinquent taxpayers by sending text message reminders in addition to traditional mailed notices. These messages are delivered using a short code (a 5-to-6-digit number regulated by mobile carriers) which enhances legitimacy, security, and reliability while ensuring Linebarger's branding is clearly displayed so residents can easily recognize the sender. Short codes reduce the risk of messages being mistaken for spam, improve delivery rates, and demonstrate compliance with industry standards. A concise summary of the account, a phone number, and direct links to our vetted payment portal—ensuring the process remains simple, transparent, and accessible. When we help people resolve their obligations more easily, we help the district recover vital revenue more efficiently.

Mailing Program

We continue to contact your taxpayers through mail correspondence for the remainder of the fiscal year. In addition to our scheduled mailings, we have implemented a compassionate letter program directed to taxpayers who are otherwise non-responsive to phone calls. These compassionate letters inform the delinquent taxpayer of options available for payment during this difficult period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the City of Edinburg will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARING

Agenda Item No: 9.A.

Rezoning Request: Gerardo Aleman Trevino and Veronica Aleman

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District, the West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 W. Palm Drive, as Requested by Gerardo Aleman Trevino and Veronica Aleman. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the north side of W. Palm Drive, approximately 2,130 feet west of N. Frontage Road. It is currently zoned Residential, Suburban (RS) District, which is intended to support low-density, single-family residential development on larger lots. The subject tract has approximately 150 feet of frontage along W. Palm Drive, a depth of 1,452 feet, and a total area of approximately 5 acres. The applicant is requesting a rezoning to Industrial, Light (IL) District to allow for the development of a warehouse facility. The IL District is designed to accommodate light industrial and heavy commercial uses, including warehousing, wholesaling, machine shops, and building material or lumberyard operations.

Surrounding zoning includes Industrial, General (IG) District to the north and west, and Residential, Suburban (RS) District to the east and south. Adjacent land uses consist of a mix of residential development, industrial activity, and vacant properties. The Future Land Use designation for this area is Auto-Urban Uses.

Public hearing notices were mailed to 9 property owners within the required notification area on April 30, 2026. At the time of this report, no responses in support and six (6) in opposition had been received. Additionally, a written protest petition representing 12.5% of property owners within a 300-foot radius was submitted. Notice of the public hearing was published on May 6, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to review the proposed rezoning and determined that existing infrastructure is adequate to support the proposed development.

On February 12, 2026, the Planning and Zoning Commission voted 5–1 to recommend denial of both the Comprehensive Plan Amendment and the rezoning request. The item was initially scheduled for City Council consideration on April 7, 2026; however, it was withdrawn at the applicant's request to allow additional outreach with surrounding residents. Staff mailed a notice of the May 21, 2026, public hearing to 9 neighboring property owners on Wednesday, April 30, 2026.

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District based on adjacent zoning districts, the Future Land Use map, and the character of the area. The industrial uses with frontage along W. Palm Drive are part of the North Industrial Park Subdivision, in which most lots use Constitution Drive. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. CITY COUNCIL AGENDA PACKET 513 W PALM (3)
- B. ORDINANCE - 513 W PALM (2)

MEETING DATES:
PLANNING & ZONING COMMISSION –
02/12/2026 CITY COUNCIL – 05/21/2026
DATE PREPARED – 02/04/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District

APPLICANT: Gerardo Aleman Trevino and Veronica Aleman

AGENT: Not Applicable

LEGAL: The West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas

LOCATION: 513 W. Palm Drive

LOT/TRACT SIZE: 5.00 acres

CURRENT USE: Vacant

PROPOSED USE: Warehouse

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District

**REZONING REQUEST
GERARDO ALEMAN TREVINO
AND
VERONICA ALEMAN**

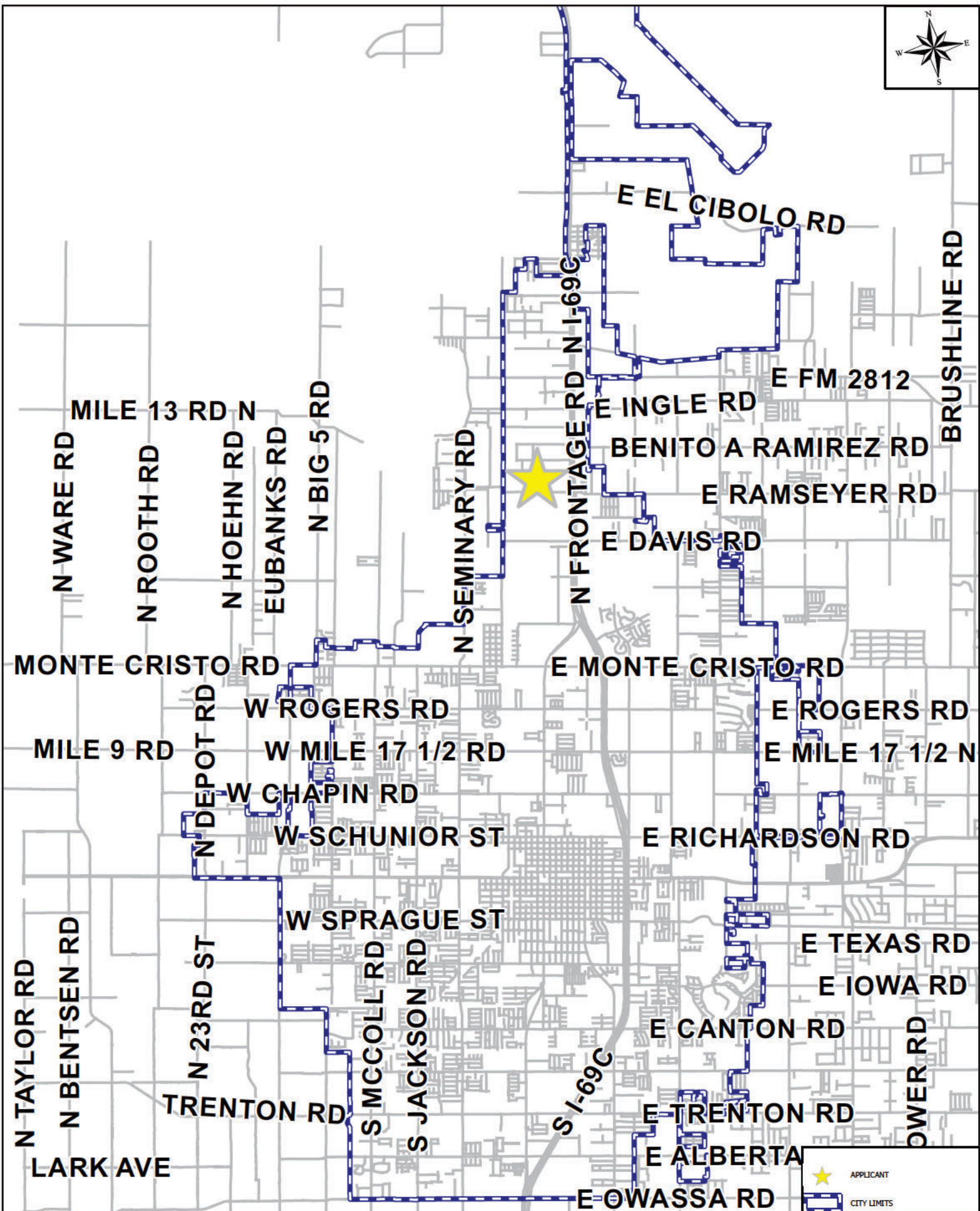
EVALUATION

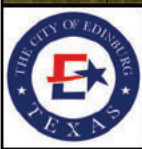
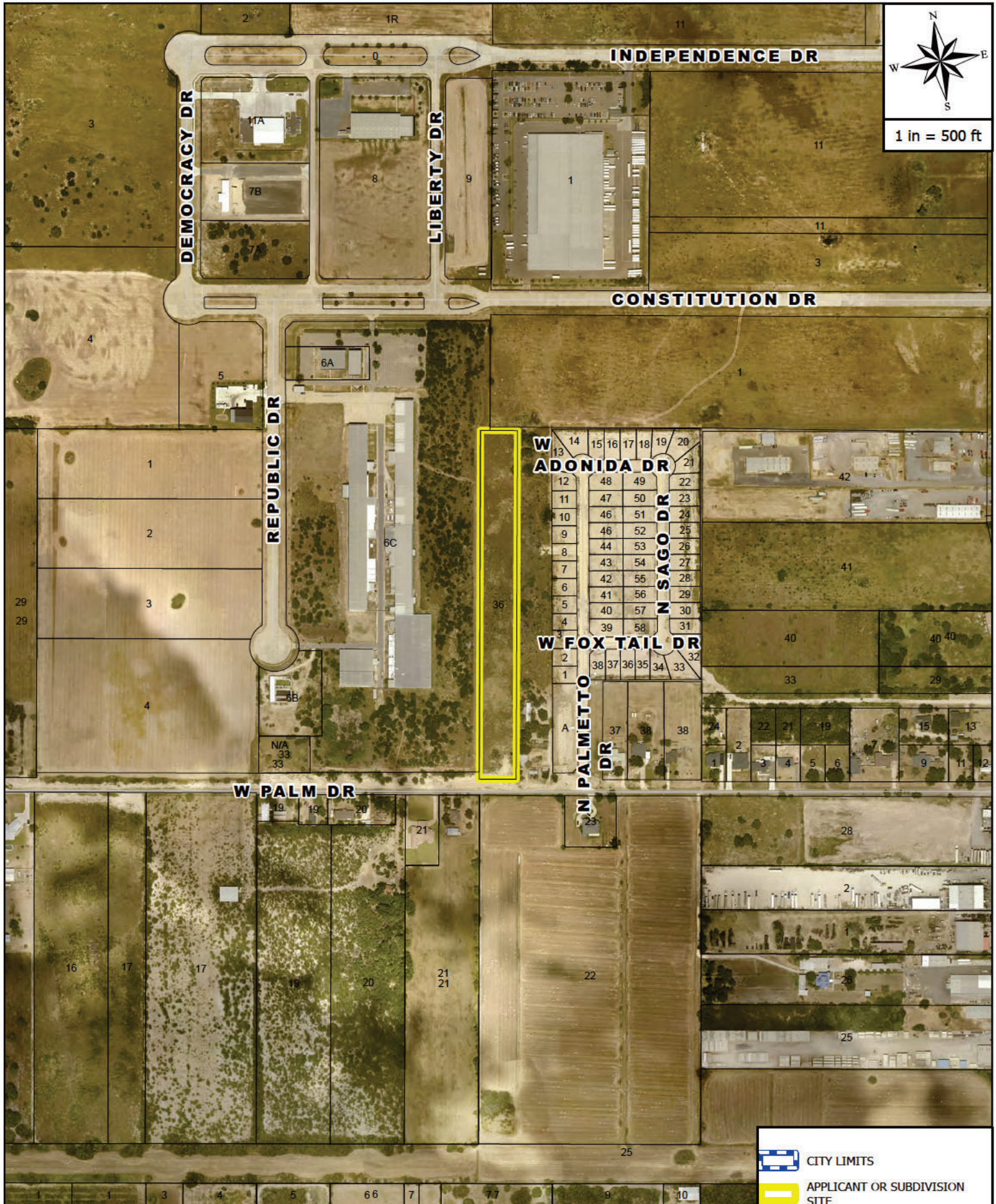
The following is the staff's evaluation of the request:

1. The applicant is requesting the zone change to establish a warehouse at this location.
2. Surrounding land consists of residential uses, industrial uses, and vacant land.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District based on adjacent zoning districts, the Future Land Use map, and the character of the area. The industrial uses with frontage along W. Palm Drive are part of the North Industrial Park Subdivision, in which most lots use Constitution Drive. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Wednesday, April 30, 2026, and received no comments in favor and 6 against together with a written petition that consists of 12.5% of the property owners within the 300 feet radius at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

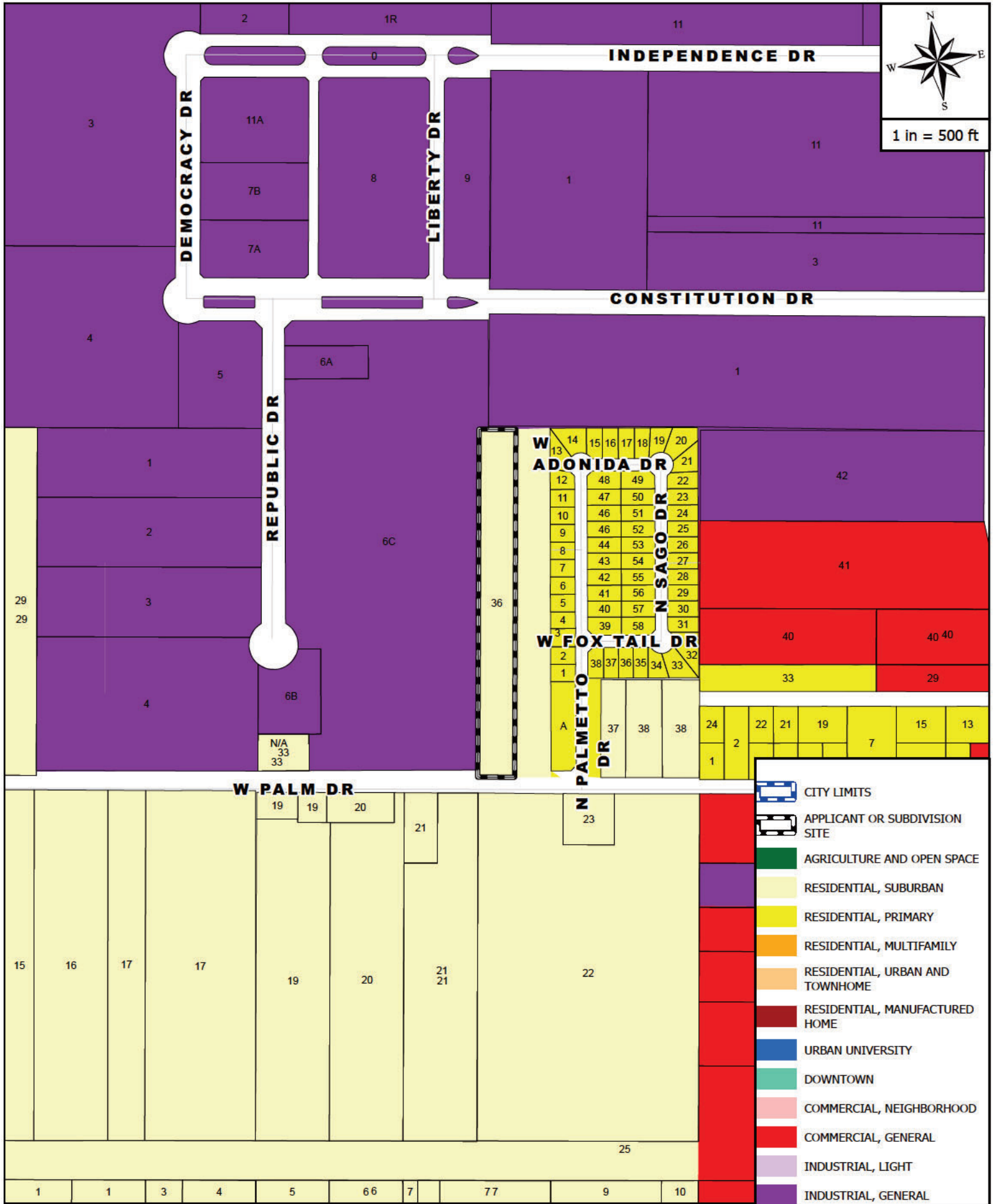




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

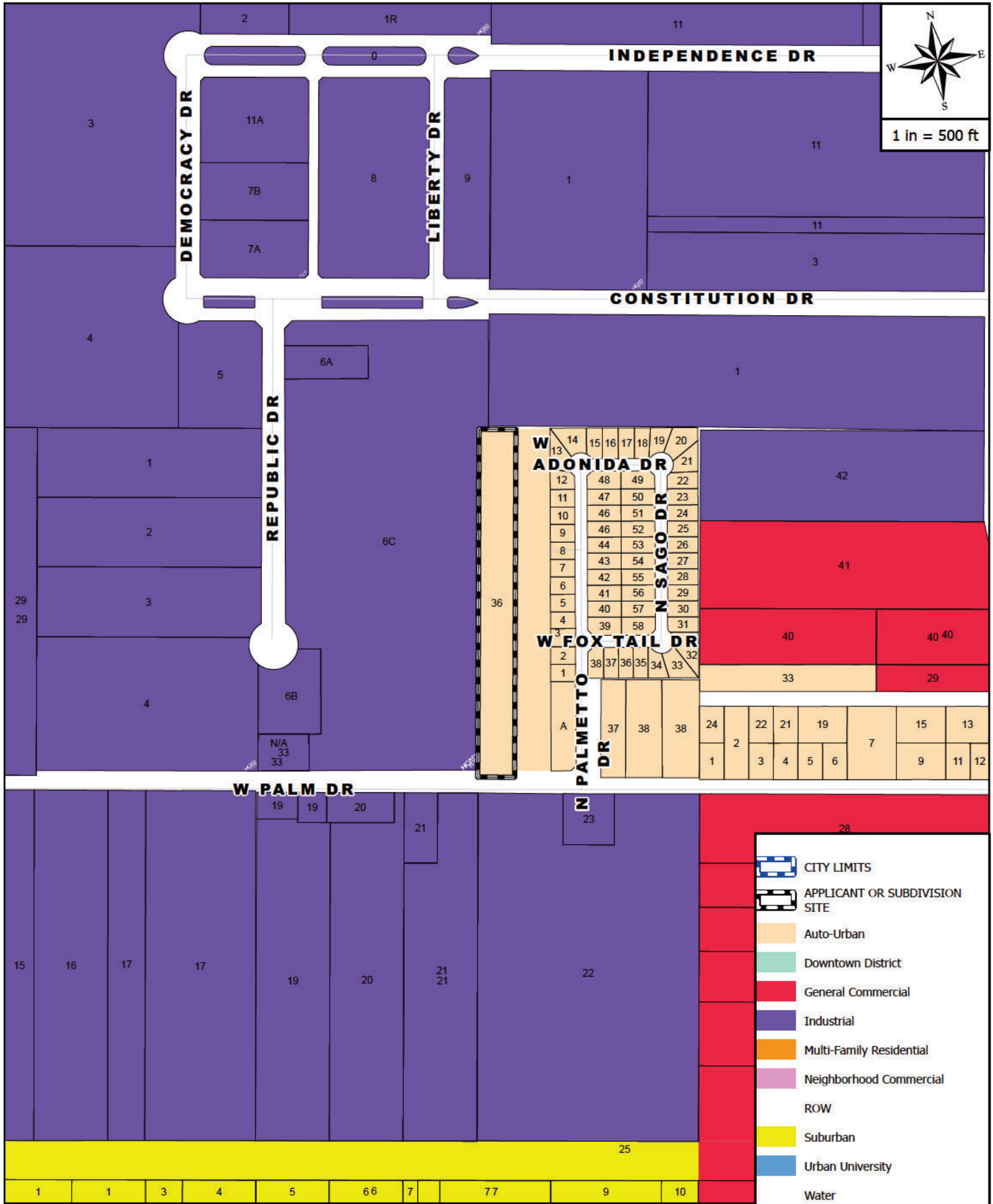
RZNE-2025-0274 513 W PALM



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

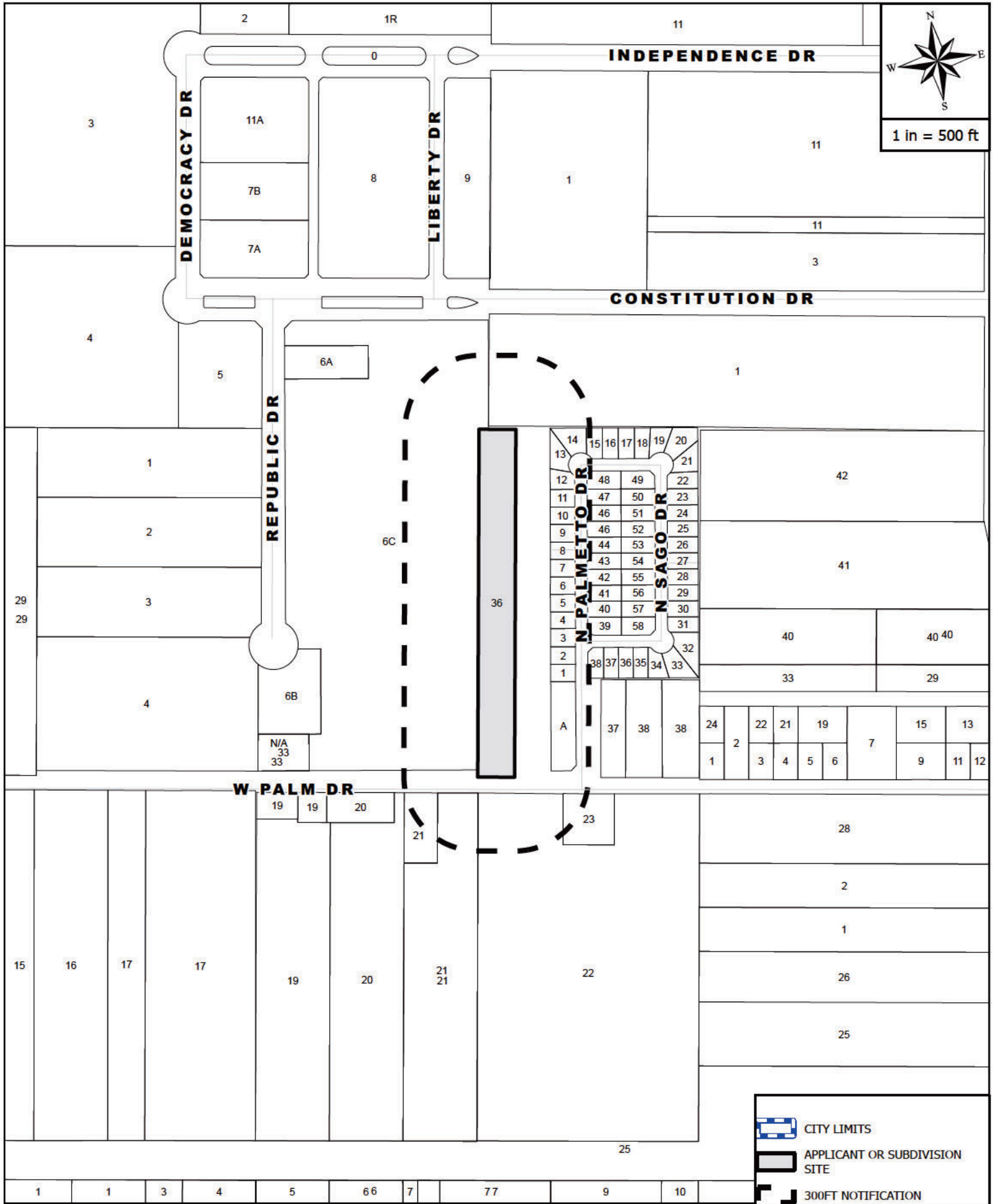
RZNE-2025-0274 513 W PALM



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0274 513 W PALM





Rezoning Request Site Photo

Gerardo Aleman Trevino and Veronica Aleman
513 West Palm Drive





SCALE: 1"=100'
CAD: SANTACRUZGARDENS1-36MD
JOB#: 87853

BASIS OF BEARING IS THE WEST LINE
OF BETTY RAMIREZ TRACT, DOC#2114973,
SANTA CRUZ GARDENS SUB. UNIT No.1
V. 7 P. 45 M.R.

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

LEGEND
F1 - FOUND 1/2" DIAMETER IRON ROD
F1C - FOUND 1/2" DIAMETER IRON ROD W/ CAP
STAMPED "RPLS 4856"
F1P - FOUND 1/2" DIAMETER IRON ROD W/ CAP STAMPED
"PENA 5242"
S - SET 1/2" DIAMETER IRON ROD W/ CAP STAMPED
"PENA 5242"
E.O.A. - EDGE OF ASPHALT
R.O.W. - RIGHT OF WAY
C-C - 6" CHAINLINK FENCE W/ HOGWIRE FENCE
P-P - POWER POLE LINE
⊕ - POWER POLE
⊗ - MANHOLE
⊙ - WATER METER

BUYER'S NAME: _____

FLOOD ZONE: ZONE: "X" COMMUNITY PANEL NUMBER: 480338 0005 E
(SHADED) MAP REVISED: MAY 14, 2001

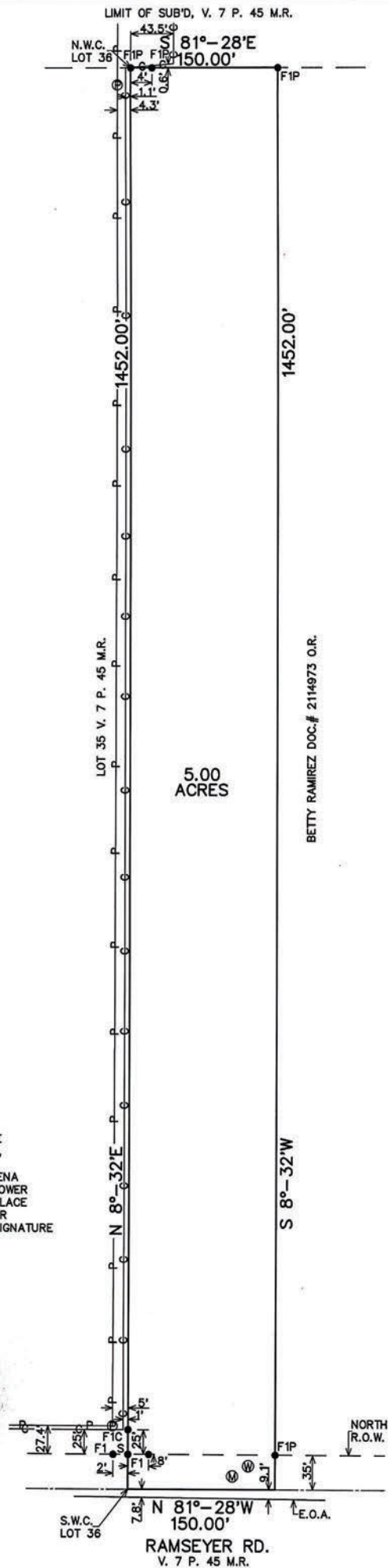
I CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME
OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES,
CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR
OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT © COPYRIGHT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

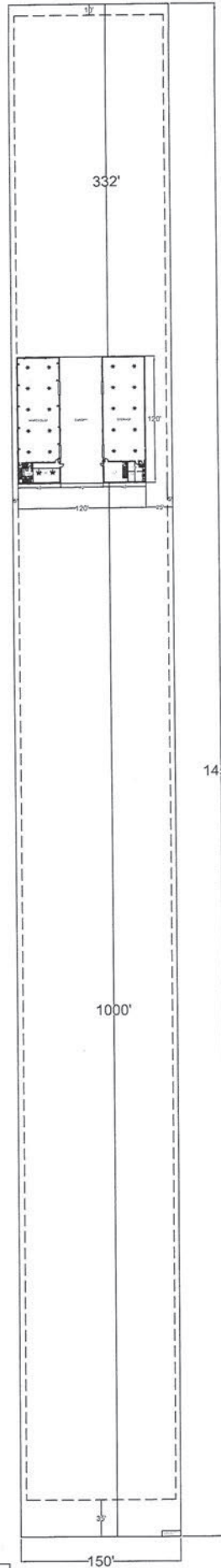
ADDRESS: 513 W. PALM DR. EDINBURG, TX _____

LEGAL DESCRIPTION: THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS
SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS,
ACCORDING TO THE MAP RECORDED IN VOLUME 7,
PAGE 45, OF THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS.

Pablo Peña III
PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242
DATE: 4/2/2025

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

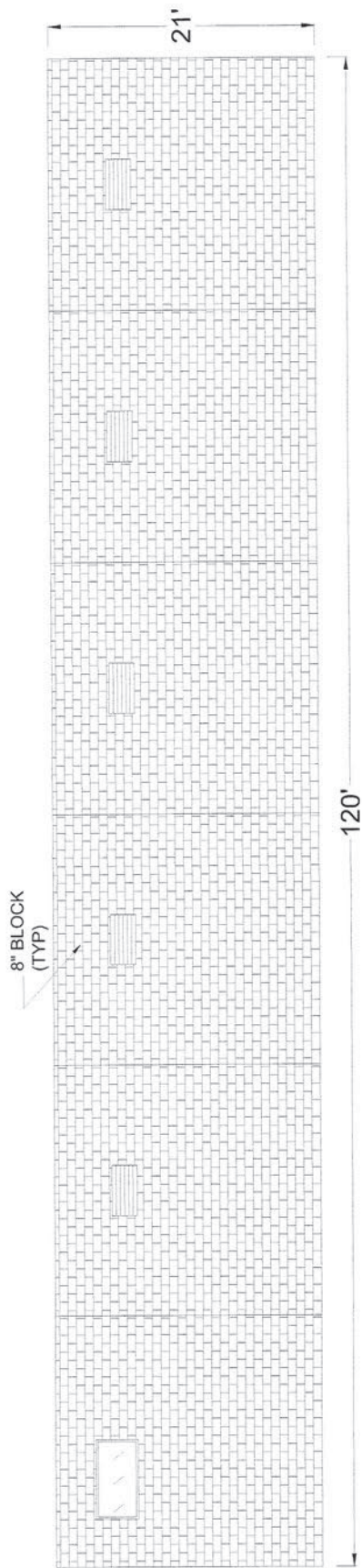




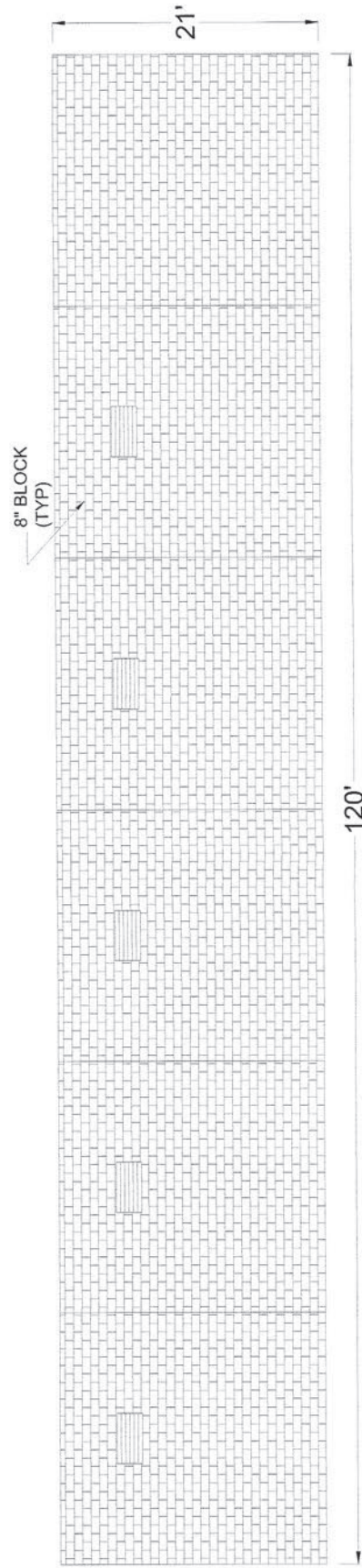
WAREHOUSE/STORAGE	8000 SF
1st. FLOOR	1600 SF
2nd. FLOOR	1600 SF
TOTAL	11200 SF

OVERALL PLAN

513 W. PALM DR.



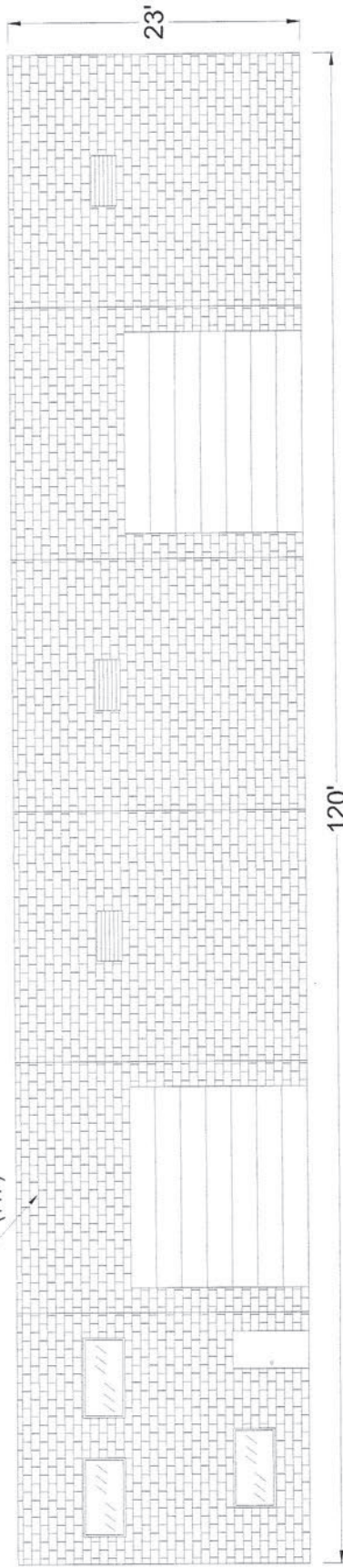
EAST SIDE VIEW



WEST SIDE VIEW

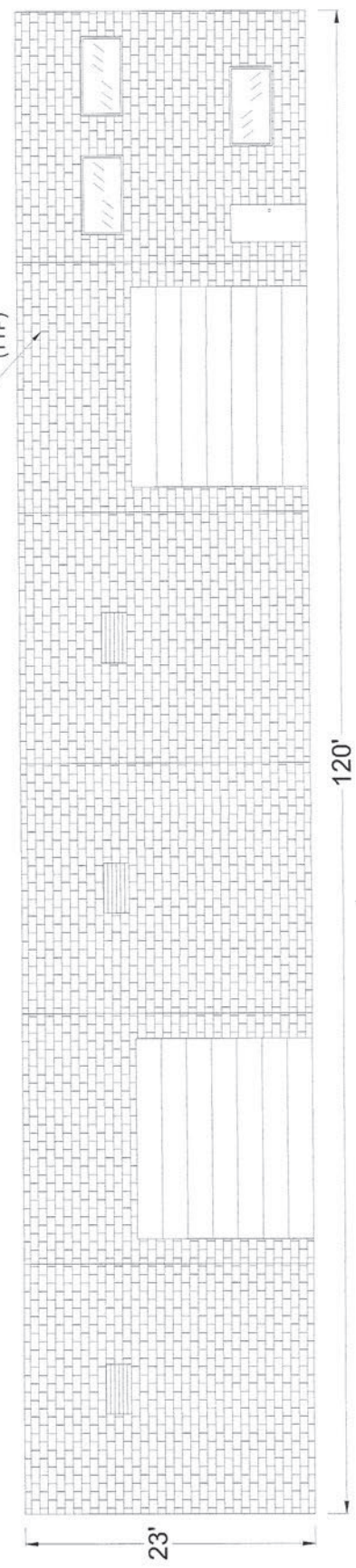
GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

8" BLOCK
(TYP)



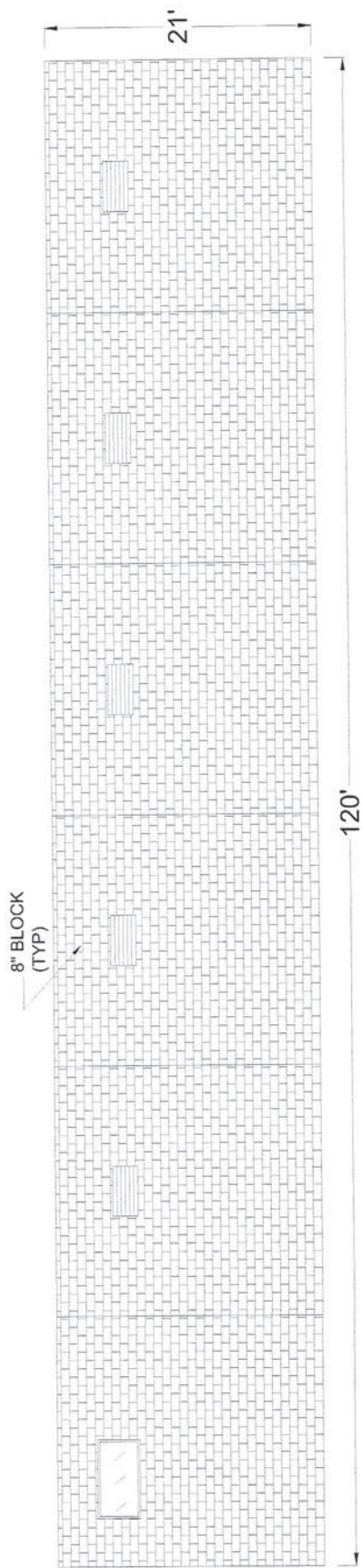
EAST CANOPY VIEW SIDE VIEW

8" BLOCK
(TYP)

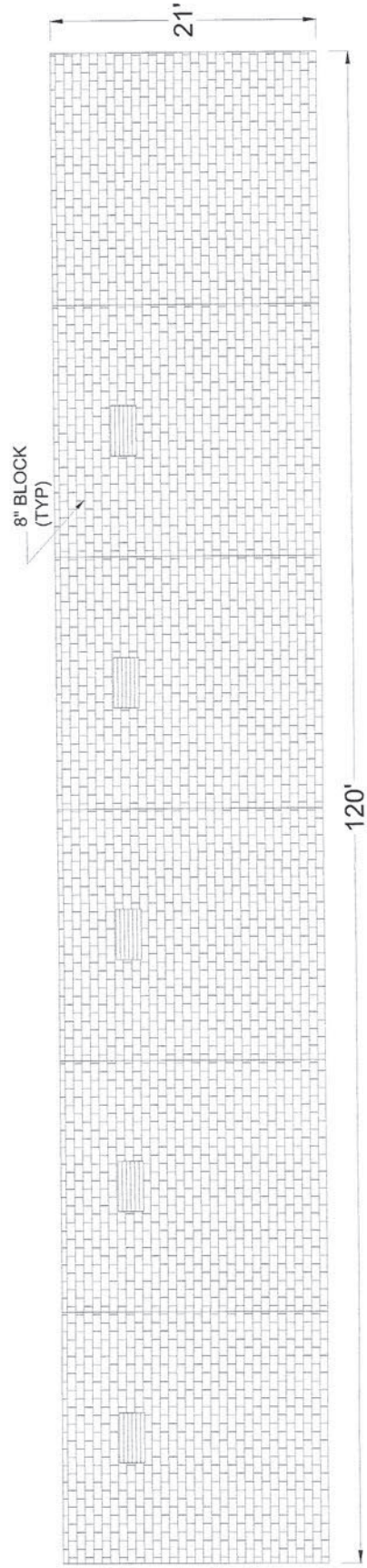


WEST CANOPY VIEW SIDE VIEW

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

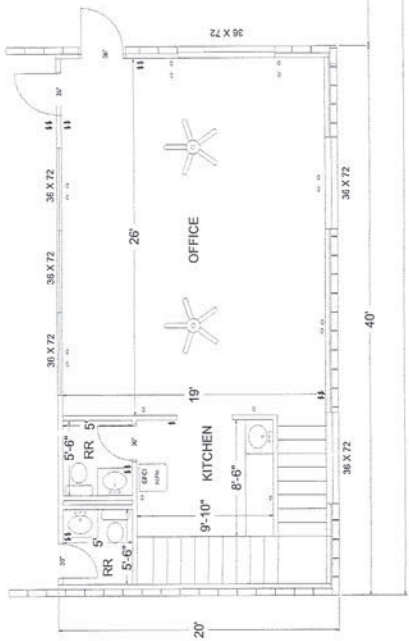


EAST SIDE VIEW

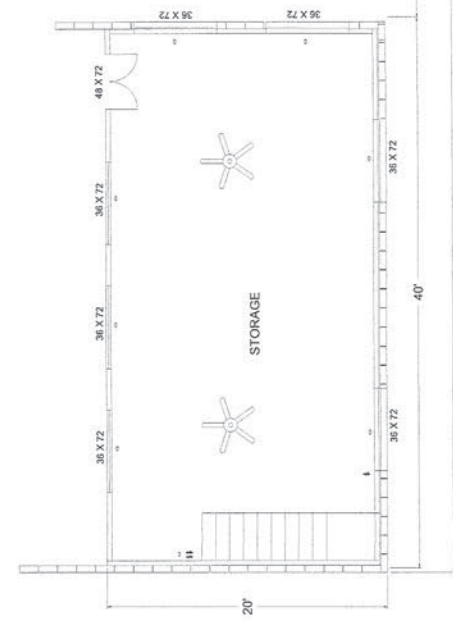
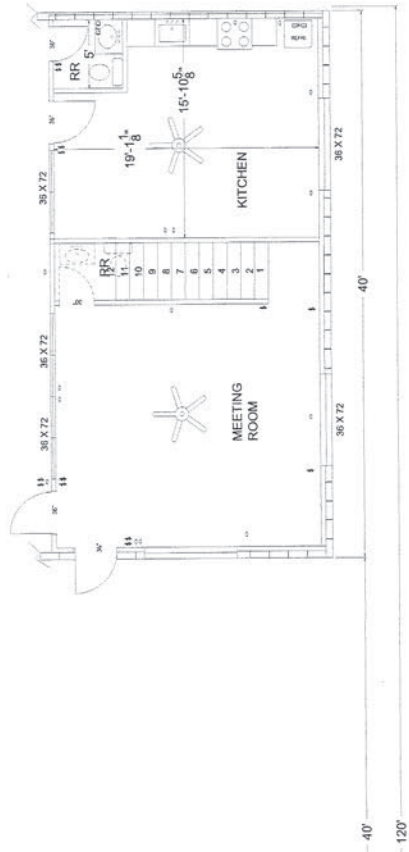


WEST SIDE VIEW

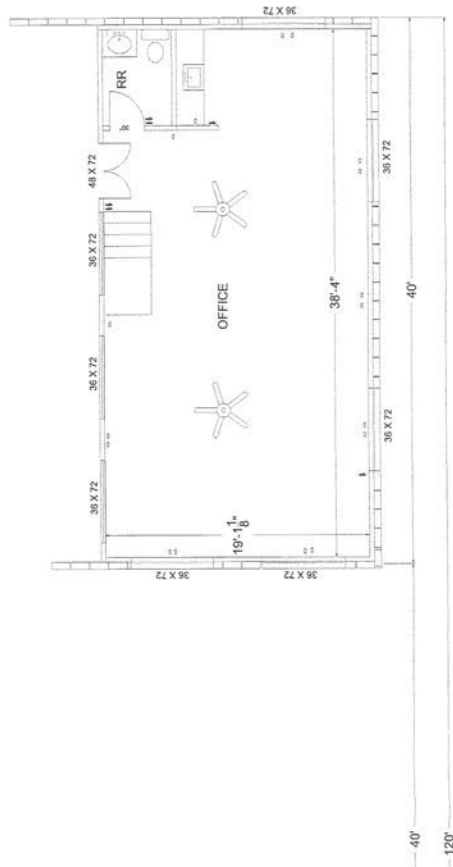
GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541



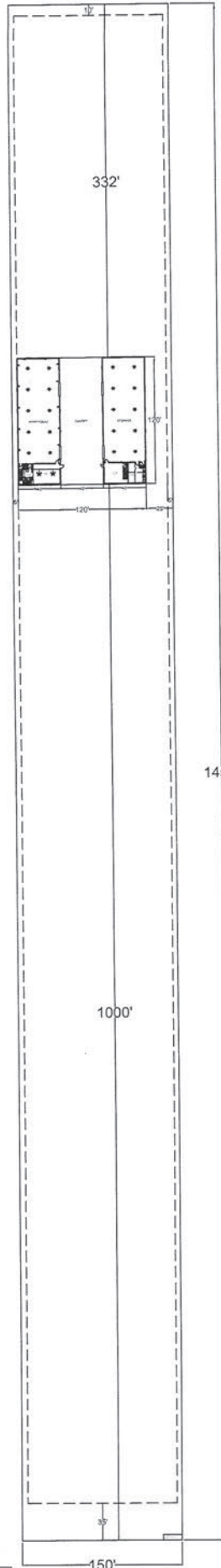
1ST FLOOR OFFICE



2ND FLOOR OFFICE



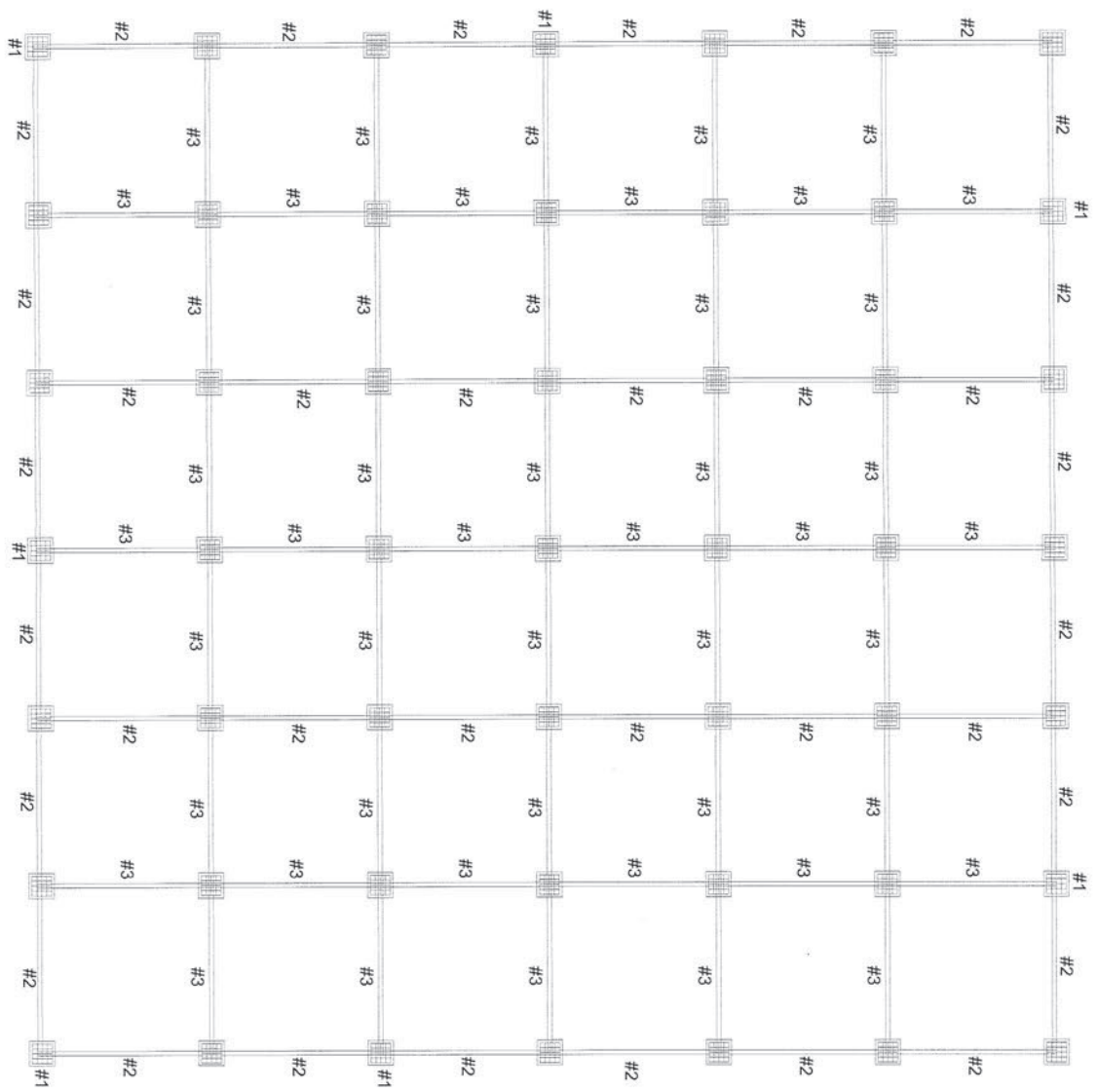
GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541



WAREHOUSE/STORAGE	8000 SF
1st. FLOOR	1600 SF
2nd. FLOOR	1600 SF
TOTAL	11200 SF

OVERALL PLAN

513 W. PALM DR.



KEY NOTES:
 #1 - 48\"/>

FOUNDATION

GERARDO ALBANI
 CIVIL ENGINEER
 EDINBURG, TX 78541



NOTIFICATION

Dear Property Owner:

A public hearing will be held on Thursday, February 12, 2026, at 5:30 P.M. in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO INDUSTRIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, AS REQUESTED BY GERARDO ALEMAN TREVINO AND VERONICA ALEMAN

This district is intended to accommodate light industrial and heavy commercial uses.

This request is scheduled to be heard by the City Council on Tuesday, March 3, 2026, at 6:00 P.M. As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input, but no action or response is required. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, February 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, February 11, 2026

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

☐ In Favor/A Favor

☒ Against/En Contra

☐ No Comments/No Comentario

Comments: THIS IS ZONED AS RESIDENTIAL. ALL HOUSING ON THIS STREET ARE HOMES. STREET IS TOO NARROW FOR 18 WHEELERS. NO NEED FOR A COMMERCIAL WAREHOUSE ON THIS STREET. 28/1 IS NEXT DOOR

Print Name: ROBERTO CUELLAR

Phone No. [REDACTED]

Address [REDACTED]

City [REDACTED]

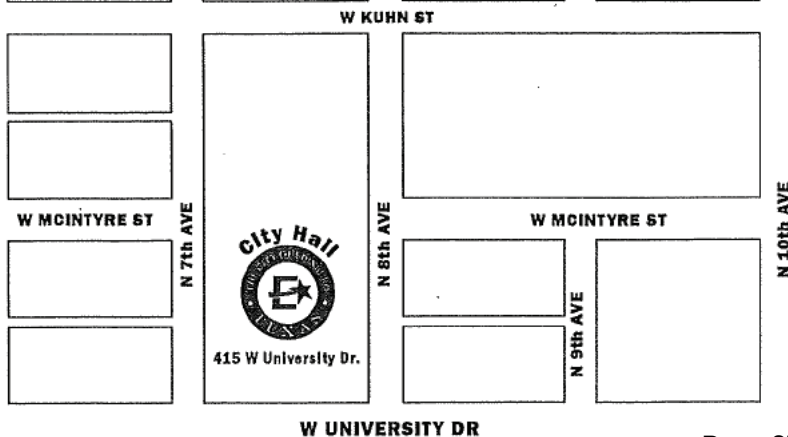
State [REDACTED]

Zip: [REDACTED]

NOTIFICACIÓN

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

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





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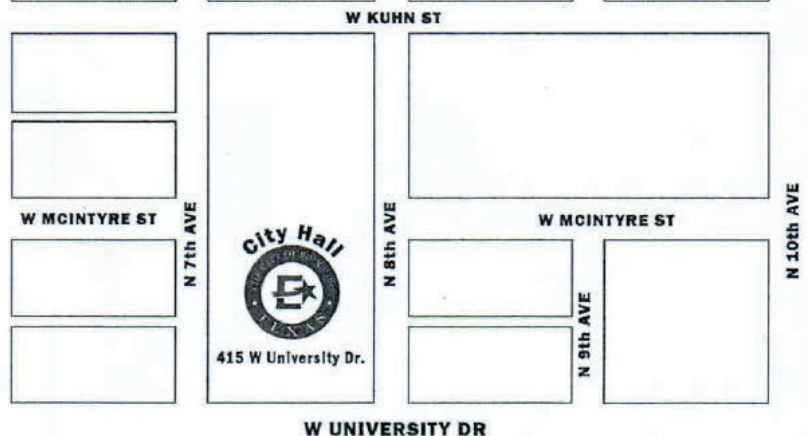
Comments: Against the rezoning.

Print Name: Baldemar Balderas Phone No. [REDACTED]
Address [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

NOTIFICACIÓN

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





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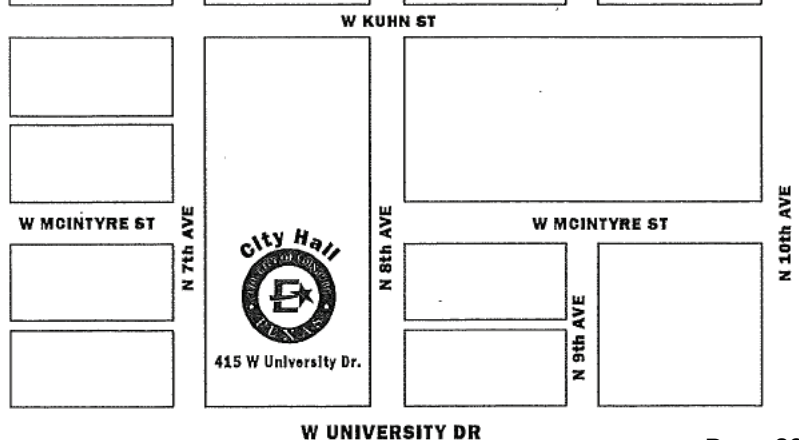
Comments: Clearly this area of the city is for housing - for families !! -

Print Name: Marcelino Cuellar Phone No. [REDACTED]
Address: [REDACTED] City: [REDACTED] State: [REDACTED]

NOTIFICACIÓN

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





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

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

Comments: We want to keep our dead-end street tranquil.

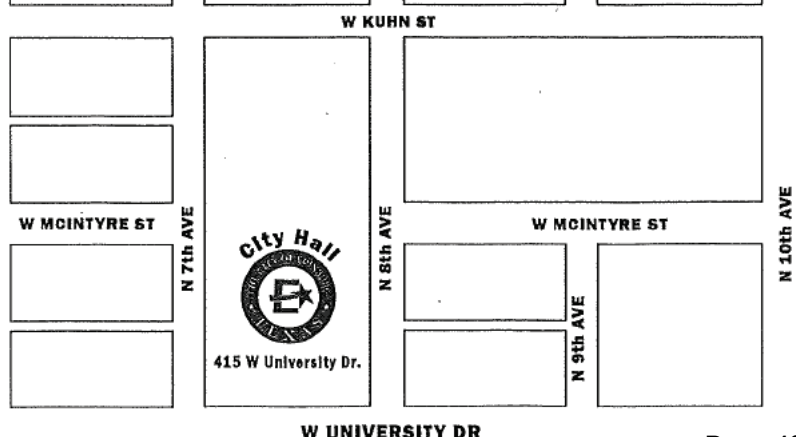
Print Name: Valerie E. / Steven Faris Ramirez Phone No. [REDACTED]
 Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

NOTIFICACIÓN

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

Planning and Zoning Department

City of Edinburg
 PO BOX 1079
 Edinburg, TX 78540-1079



February 11, 2026

Arnold Noyola
[REDACTED]

City of Edinburg
Planning and Zoning Board
[REDACTED]

RE: Opposition to Rezoning Request – 513 West Palm Drive from Residential to Commercial/Industrial (RZNE-2025-0274)

Dear Members of the Planning and Zoning Board:

I am writing to formally oppose the proposed rezoning of the 5-acre parcel located at 513 West Palm Drive, from residential to commercial/industrial use for an HVAC service and repair warehouse, garage, and office facility. As a resident of 1104 West Palm Drive in close proximity parcel, I have significant concerns about the compatibility, safety, and long-term impacts of this rezoning on our established neighborhood.

BACKGROUND AND NEIGHBORHOOD CHARACTER

Our street is a three-quarter-mile single-lane road in a semi-rural setting that has served as home to approximately 19 families for decades—many of whom resided here before the area was annexed into city limits and well before the industrial park was put in place. This is an established residential community characterized by acreage lots, with a sense of rural living, low traffic volumes, and a neighborhood culture built on familiarity, safety, and quality of life. Residents regularly walk, exercise, and allow their families to use the street with confidence because we know our neighbors and maintain an active neighborhood watch presence.

The street's semi-rural character has already been significantly impacted by a recent 52-unit subdivision constructed midway along the route, which will dramatically increased traffic volumes beyond what the infrastructure was designed to handle. The addition of commercial/industrial operations would fundamentally alter the remaining residential character of our community and create incompatible land uses that undermine decades of residential investment and stability.

TRAFFIC AND SAFETY CONCERNS

The proposed HVAC facility poses serious traffic and safety hazards that cannot be mitigated on our existing infrastructure:

1. Inadequate Road Infrastructure: Our street is a single-lane road capable of accommodating only one vehicle at a time. It was not designed for, nor can it safely handle, the commercial vehicle traffic associated with an HVAC service and repair operation—including service trucks, delivery vehicles, equipment haulers, and customer traffic.

2. Existing Accident History: The street already experiences one to two traffic accidents monthly, particularly near the interstate highway access point. Adding commercial traffic will

exacerbate this dangerous trend and increase the likelihood of serious accidents involving residents, pedestrians, and children.

3. Pedestrian Safety: Residents routinely walk and exercise on this street. The introduction of large commercial vehicles, unfamiliar drivers navigating a narrow road, and increased traffic volumes creates an unacceptable risk to pedestrian safety, particularly given the absence of sidewalks or shoulders typical of city streets.

4. Emergency Access: The street serves as the primary ingress and egress route for all residents. Increased congestion from commercial operations could impede emergency vehicle response times and create life-safety hazards during critical incidents.

PROPERTY VALUES AND NEIGHBORHOOD CHARACTER

The rezoning of this parcel to commercial/industrial use is fundamentally incompatible with the residential character that has defined our neighborhood for decades:

1. Established Residential Investment: Families purchased property and built homes in this area based on its residential zoning and semi-rural character. Rezoning this parcel to accommodate commercial operations diminishes property values and undermines the reasonable expectations of homeowners who made long-term investments based on zoning protections.

2. Visual and Aesthetic Impacts: An HVAC warehouse, garage, and repair facility—with associated commercial vehicles, equipment storage, and outdoor work areas—is visually incompatible with residential acreage properties. This facility will degrade the scenic, semi-rural character that attracted families to this area.

3. Precedent for Further Commercial Encroachment: Approving this rezoning sets a troubling precedent that invites additional commercial rezoning requests, accelerating the erosion of residential protections and destabilizing the neighborhood's long-term viability as a residential community.

QUALITY OF LIFE AND OPERATIONAL IMPACTS

Light industrial HVAC operations generate impacts that are incompatible with residential quality of life:

1. Noise Pollution: HVAC repair and service operations involve significant noise from equipment testing, power tools, vehicle engines, loading and unloading activities, and early morning/late evening dispatch operations. This noise will disrupt the quiet enjoyment of neighboring residential properties.

2. Hours of Operation: HVAC service companies typically operate extended hours to accommodate emergency service calls, meaning commercial activity, vehicle traffic, and noise could occur during early morning and late evening hours when residents expect peace and quiet.

3. Security and Familiarity Concerns: Our neighborhood watch and community safety culture depend on familiarity with residents and regular traffic patterns. The introduction of numerous unfamiliar service technicians, contractors, delivery drivers, and customers throughout each day eliminates our ability to identify unusual or suspicious activity, increasing security risks for families.

INFRASTRUCTURE AND ENVIRONMENTAL CONCERNS

The existing infrastructure serving our street is inadequate to support commercial/industrial operations:

1. Stormwater and Drainage: A 5-acre commercial facility with warehouse buildings, parking areas, and vehicle service bays will significantly increase impervious surface coverage, exacerbating stormwater runoff and potentially overwhelming existing drainage systems that were designed for low-density residential use.

2. Utility Capacity: Water, sewer, and electrical infrastructure serving our semi-rural street was designed for residential demand, not commercial/industrial operations requiring high-volume water use, wastewater disposal from vehicle maintenance, and elevated electrical loads.

3. Environmental Impacts: HVAC repair and service operations involve handling refrigerants, oils, solvents, and other hazardous materials. The potential for spills, improper disposal, or contamination poses environmental risks to residential properties and groundwater in a setting without the containment infrastructure typical of designated industrial zones.

ZONING ORDINANCE AND COMPREHENSIVE PLAN COMPLIANCE

I understand that our community's zoning ordinance includes specific provisions regarding the distance between residential and commercial properties, as well as compatibility standards designed to protect established residential neighborhoods. This proposed rezoning appears to conflict with those protections. The comprehensive plan presumably prioritizes preserving the character of established residential areas and ensuring compatible land uses—objectives that this rezoning directly undermines.

Before this board considers altering zoning designations that have protected our neighborhood for decades, I respectfully request that staff provide a detailed analysis demonstrating:

- Compliance with minimum distance requirements between residential and commercial uses
- Compatibility with the comprehensive plan's land use designations and goals
- Adequacy of existing infrastructure to support the proposed use
- Traffic impact analysis addressing safety concerns and road capacity
- Environmental impact assessment for hazardous materials handling and stormwater management

CONCLUSION

Our neighborhood is not opposed to reasonable development or economic growth within our community. However, this proposed rezoning represents an incompatible land use that threatens public safety, diminishes property values, degrades quality of life, and disregards the long-term residential character that families have invested in for decades.

The appropriate location for light industrial HVAC facilities is in commercially zoned or industrial park settings with adequate infrastructure, separation from residential areas, and compatibility with surrounding land uses, (like the industrial park that is currently underutilized) not on a single-lane semi-rural street serving an established residential community.

I respectfully urge the Planning and Zoning Board to deny this rezoning request and preserve the residential protections that have defined our neighborhood for generations.

Thank you for your consideration of these concerns. I am available to provide additional information or answer questions as needed.

Sincerely,

Arnold Noyola

Arnold Noyola



Cc: City of Edinburg Mayor

To the Members of the Edinburg Planning and Zoning Commission,

February 11, 2026

My name is Claudia Noyola, and I reside at 1104 West Palm Road. I am writing in strong opposition to REZONE-2025-00274, the request to amend the Comprehensive Plan and rezone 513 W. Palm Drive from Residential, Suburban to Industrial, Light, a district intended to accommodate light industrial and heavy commercial uses.

Palm Drive is not just a location on a map; it is a long-established residential community. My parents moved to Palm Drive in the 1970s, and their home remains there today. My husband and I both retired from the Army after serving nearly 25 years, and we intentionally chose to retire here because it is within the City limits and designated residential, offering the quiet, country atmosphere we valued. We invested here based on the existing zoning.

Rezoning this property to Industrial, Light would permanently alter the character, safety, and stability of our neighborhood. The Industrial Light classification permits uses beyond residential living and supports heavy commercial activity, increased traffic, and large industrial vehicles. Our street is narrow and residential. We have elderly neighbors who walk along the road, including my mother, who is now in a wheelchair, because they cannot travel to city parks. The introduction of commercial and industrial traffic presents real safety risks to residents who live, walk, and gather here daily.

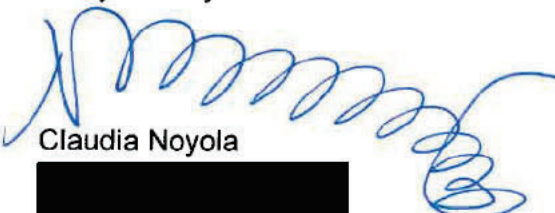
Approving this request also sets a concerning precedent. It signals that residential property may be purchased at a lower cost with the expectation that it can later be converted to industrial use. That undermines the integrity of the zoning process and destabilizes neighborhoods like ours, where homeowners made long-term investments based on existing residential designations.

While our neighborhood may be adjacent to other types of development, it remains a residential community. We know one another. We maintain a neighborhood watch. We work together to prevent illegal dumping and protect our homes. This is not vacant land waiting for transition; it is an active, established neighborhood.

This is the second time this matter has come before you. I attended the June 2025 hearing in person and would be present again if work obligations had not required me to be out of town. If I could have rearranged those obligations, I would have.

I respectfully ask each of you to pause and consider this personally: If this were your street... your home, your retirement investment, your parents walking along that narrow road... would you feel comfortable introducing light industrial and heavy commercial activity next door? Would you feel your investment and sense of security were being protected?

Please place yourselves in our position and protect the residential integrity of Palm Drive. I respectfully request that you deny REZONE-2025-00274. Thank you for your time and thoughtful consideration.


Claudia Noyola



SIGN THE PETITION

W. Palm Drive

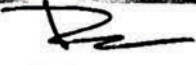
SHT.1

To the honorable members of the Edinburg City Council and Edinburg Planning and Zoning Department

Subject of Petition:

Opposition to Proposed Re-Zoning Case #REZONE-2025-00274 from Residential/Suburban (RS) District to Industrial Lite (IL) District

We, the undersigned residents of West Palm Drive Neighborhood, City of Edinburg TX, are writing to express our collective opposition to Re-Zoning Case #RE-ZONE-2025-00274. Our signatures below represent our commitment to this cause and our shared belief in the importance of rejecting this proposal for the benefit of the community.

Name	Signature	Contact No.	Date
1 ROBERTO CUELLAR 600 W PALM DRIVE			11 FEB 26
2 Val Ramirez	V. Ramirez		2-11-26
3 Steve Ramirez	Steve Ramirez		2-11-26
4 Mary Rios	Mary Rios		2-11-26
5 Mayela Garza	Mayela Garza		2-11-26
6 Jose A. Rios	José A. Rios		2-11-26
7 Mateo Niño	Mateo Niño		2-11-26
8 Mateo Rosendo Niño	Mateo Rosendo Niño		2-11-26
9 Norma I Niño	Norma I. Niño		2-11-26
10 Adrian G. Niño	Adrian G. Niño		2-11-26
11 Avril B. Reyna	Avril B. Reyna		2-11-26
12 Hilda Morin	Hilda Morin		2-11-26
13 William F Harris	William F. Harris		2-11-26
14 Elizabeth Harris	Elizabeth Harris		2-11-26
15 Marcelino Cuellar	Marcelino Cuellar		2-11-26
16 Annabel Muniz	Annabel Muniz		2/11/2026
17 Victor Telloz	Victor Telloz		2/11/2026
18 Domingo Palomo Jr	Domingo Palomo Jr		2/11/26
19 Manuela S. Palomo	Manuela S. Palomo		2/11/26

SIGN THE PETITION

SHT. 2

W. PALM DRIVE

To the honorable members of the Edinburg City Council and Edinburg Planning and Zoning Department

Subject of Petition: Opposition to Proposed Re-Zoning Case #REZONE-2025-00274 from Residential/Suburban (RS) District to Industrial Lite (IL) District

We, the undersigned residents of West Palm Drive Neighborhood, City of Edinburg TX, are writing to express our collective opposition to Re-Zoning Case #RE-ZONE-2025-00274. Our signatures below represent our commitment to this cause and our shared belief in the importance of rejecting this proposal for the benefit of the community.

Name	Signature	Contact No.	Date
20 Luvia Camacho	[Signature]		2-11-26
21 Janet Hdz	[Signature]		2/11/26
22 Juan Hernandez	[Signature]		2/11/26
23 GABRIEL GARZA	[Signature]		2/11/26
24 Arcopajita Garza	[Signature]		2/11/26
25 Federico Aguilar	[Signature]		2/12-26
26 Analissa Palomo	[Signature]		2/12/26
27 Claudia Noyola (by V. Ruiz)			2-12-26
28 Arnold Noyola (by V. Ramirez)			2-12-26
29 Elizabeth Garza	[Signature]		2-12-26
30 Analisa Garza	[Signature]		2-12-26
31 Devin Stephens	[Signature]		2-12-26
32 Simon Garza	[Signature]		2-12-26



913 W Palm Dr. #00274 zoning change request

1 message

Valerie Ramirez

Thu, May 14, 2026 at 7:11 PM



Dear Mayor Ochoa, City Councilmen, and Assistant City Manager,

My husband, Steve Ramirez, and I are writing to express our opposition to Mr. Aleman's request to rezone his property at 913 W. Palm from residential to light industrial.

We have already attended two City Council meetings regarding this matter and intended to attend the third on May 5th. However, since the meeting has been rescheduled to May 21st, we will be unable to attend as we will be out of town.

Please note that we have signed the neighborhood petition requesting that the property at 913 W. Palm remain residential.

Sincerely,

Valerie and Steve Ramirez

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, BEING THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District, and Industrial, Light (IL) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being The West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, according to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 West Palm Drive from Residential, Suburban (RS) District to Industrial, Light (IL) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on May 21, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District, and Industrial, Light (IL) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and added to the Industrial, Light (IL) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, SHOULD BE FOR INDUSTRIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 10.A.

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

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being an 8.350 Acres Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1534 N Kenyon Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the east side of N. Kenyon Road, approximate 300 feet north of the intersection of Kenyon Road and Mile 17 North. The property is currently zoned Agriculture and Open Space (AO) District. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. The requested zoning is Residential, Primary (RP) District. This district has a predominantly Auto-Urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The applicant wants to utilize the property to build a residential home.

Adjacent zoning is Agriculture and Open Space (AO) District to the west, properties to the north, south and east are currently outside of City Limits of Edinburg. Surrounding land uses consists of Single-Family Residential uses and vacant land. The Future Land Use designation for this property is for Suburban Uses.

Staff mailed a notice of the public hearing to 2 neighboring property owners on Friday, April 10, 2026. No comments in favor or against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

On April 13, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On April 23, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/23/2026
CITY COUNCIL – 05/21/2026
DATE PREPARED – 04/13/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District.

APPLICANT: Sandra E. Acevedo

AGENT: Melden & Hunt, Inc.

LEGAL: 8.350 acres out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas.

LOCATION: Located at 1534 N, Kenyon Road

LOT/TRACT SIZE: 8.350 acres

CURRENT USE: Vacant Land

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Suburban Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN & HUNT, INC.**

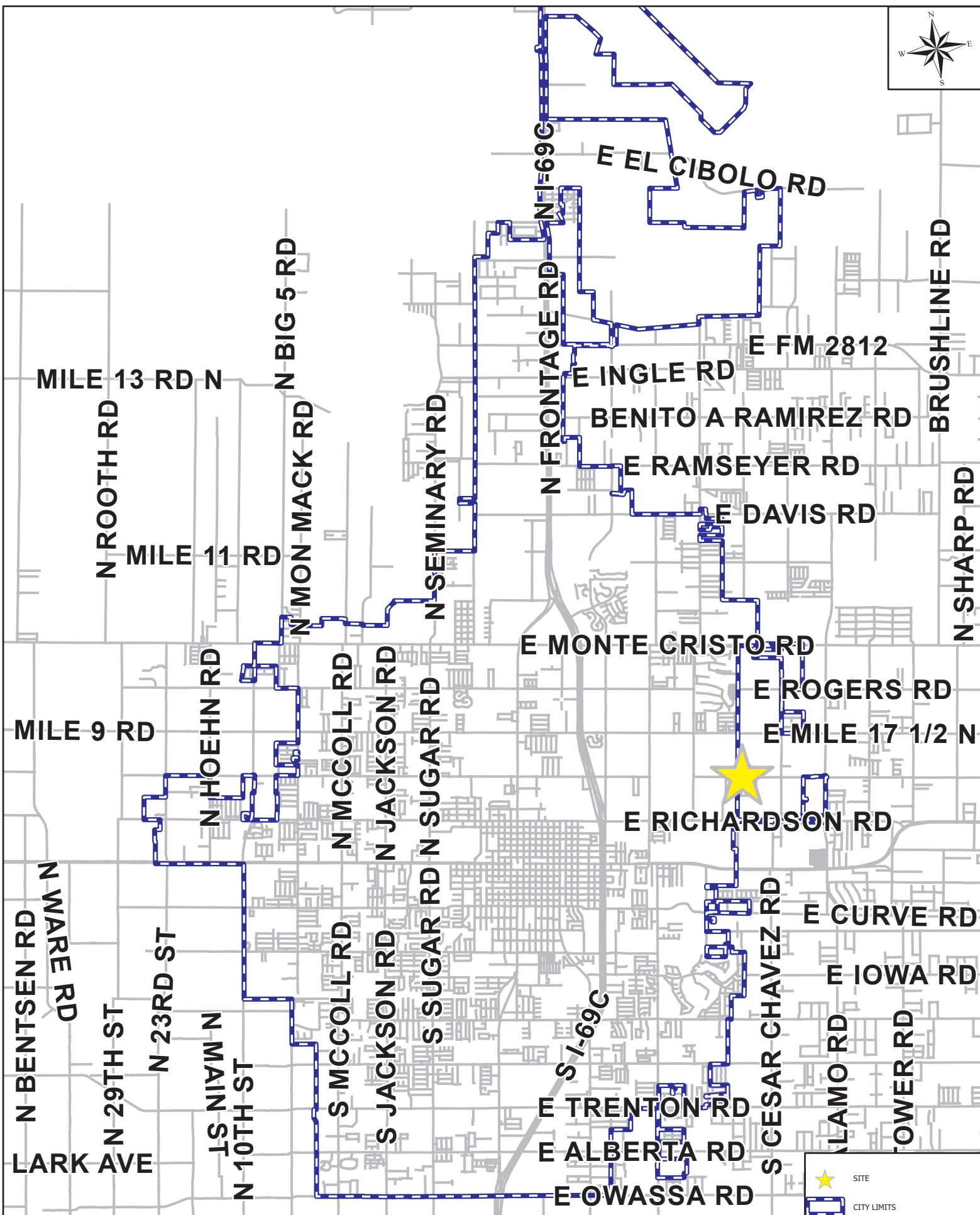
EVALUATION

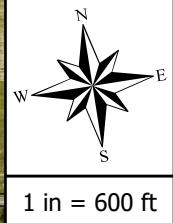
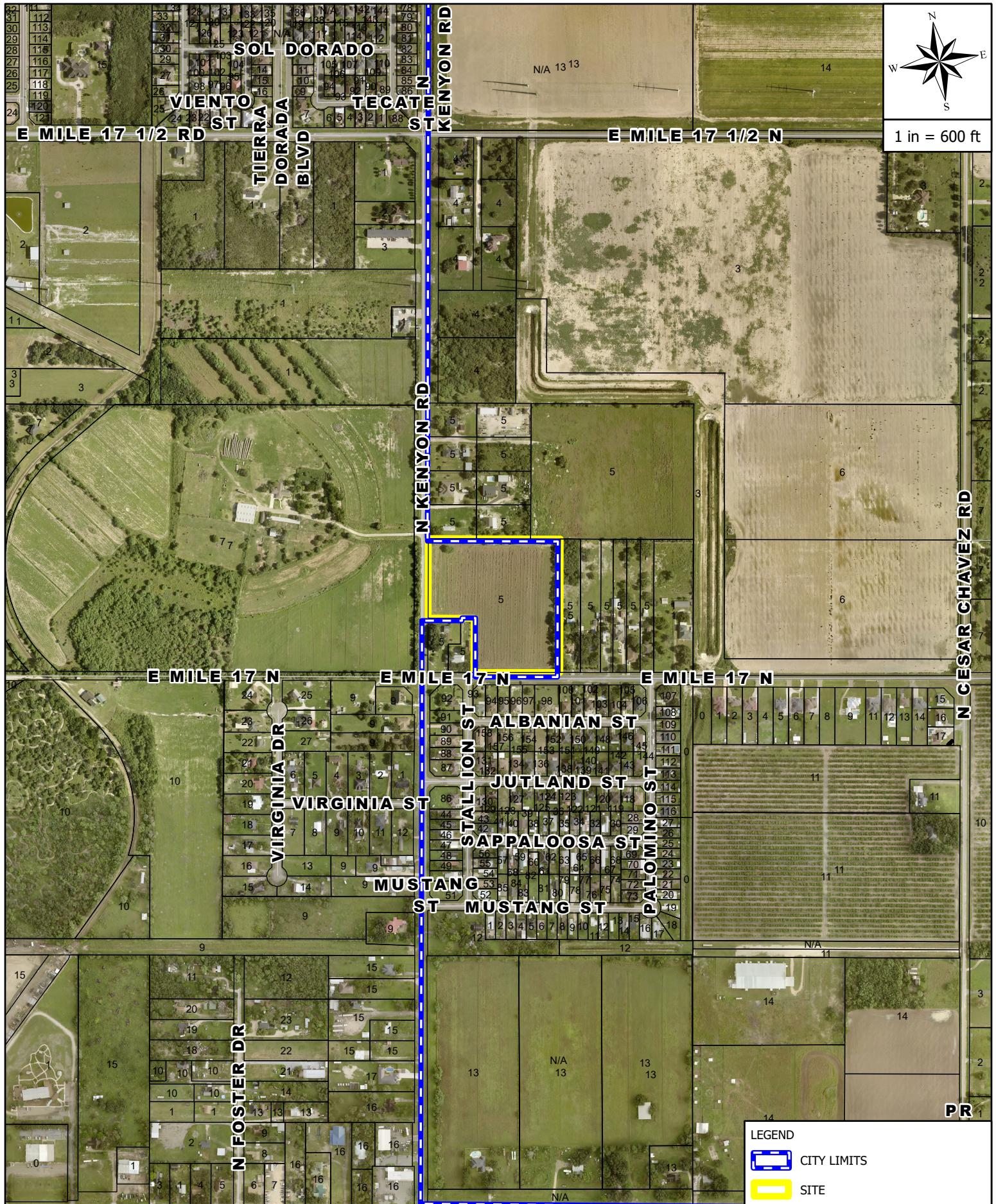
The following is the staff's evaluation of the request:

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

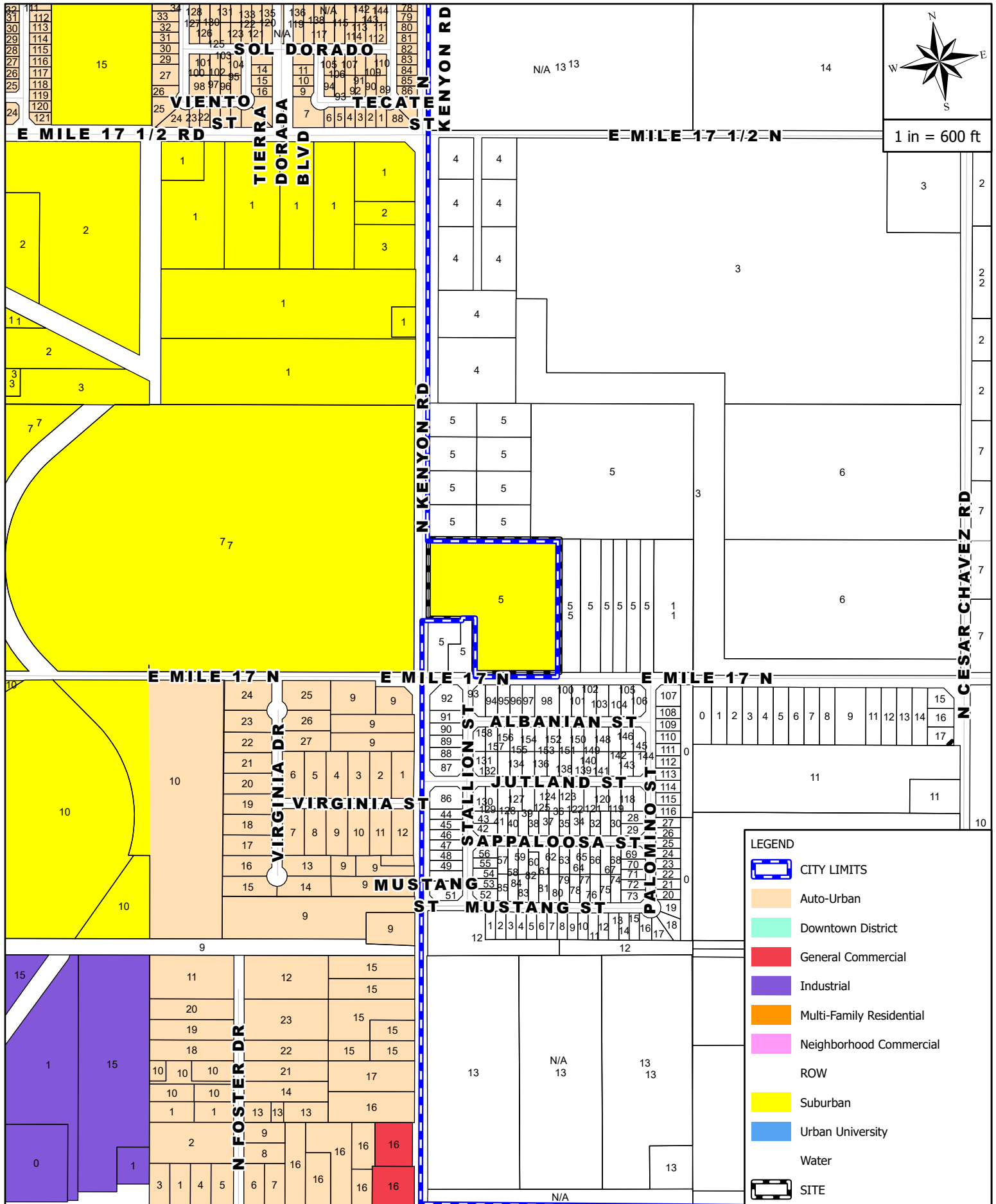
Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on the surrounding land uses and the future land use. If approved, the applicant will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

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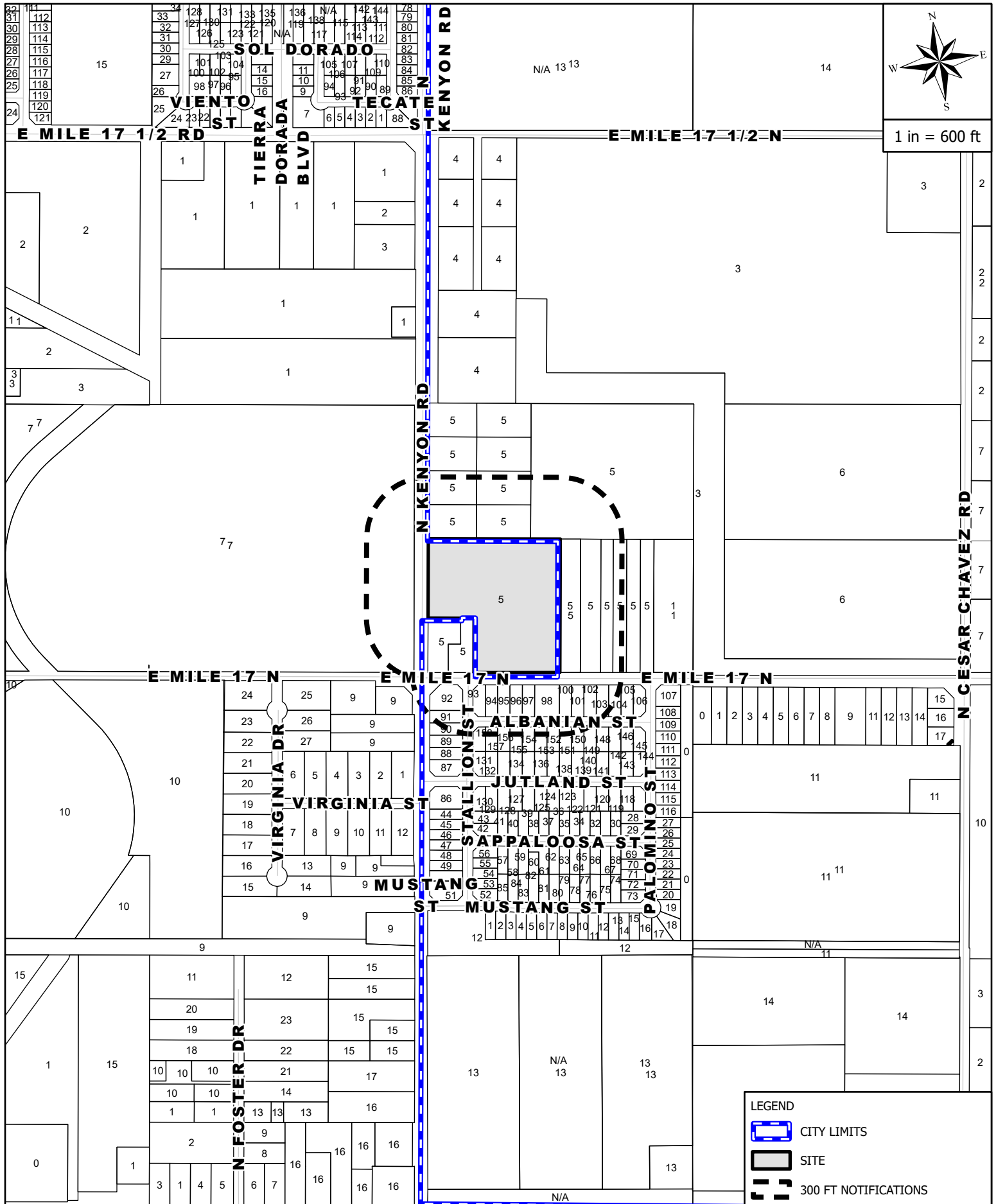


AERIAL MAP 1534 N KENYON RD



FUTURE LANDUSE MAP

1534 N KENYON RD



MAILOUT AND SITE MAP

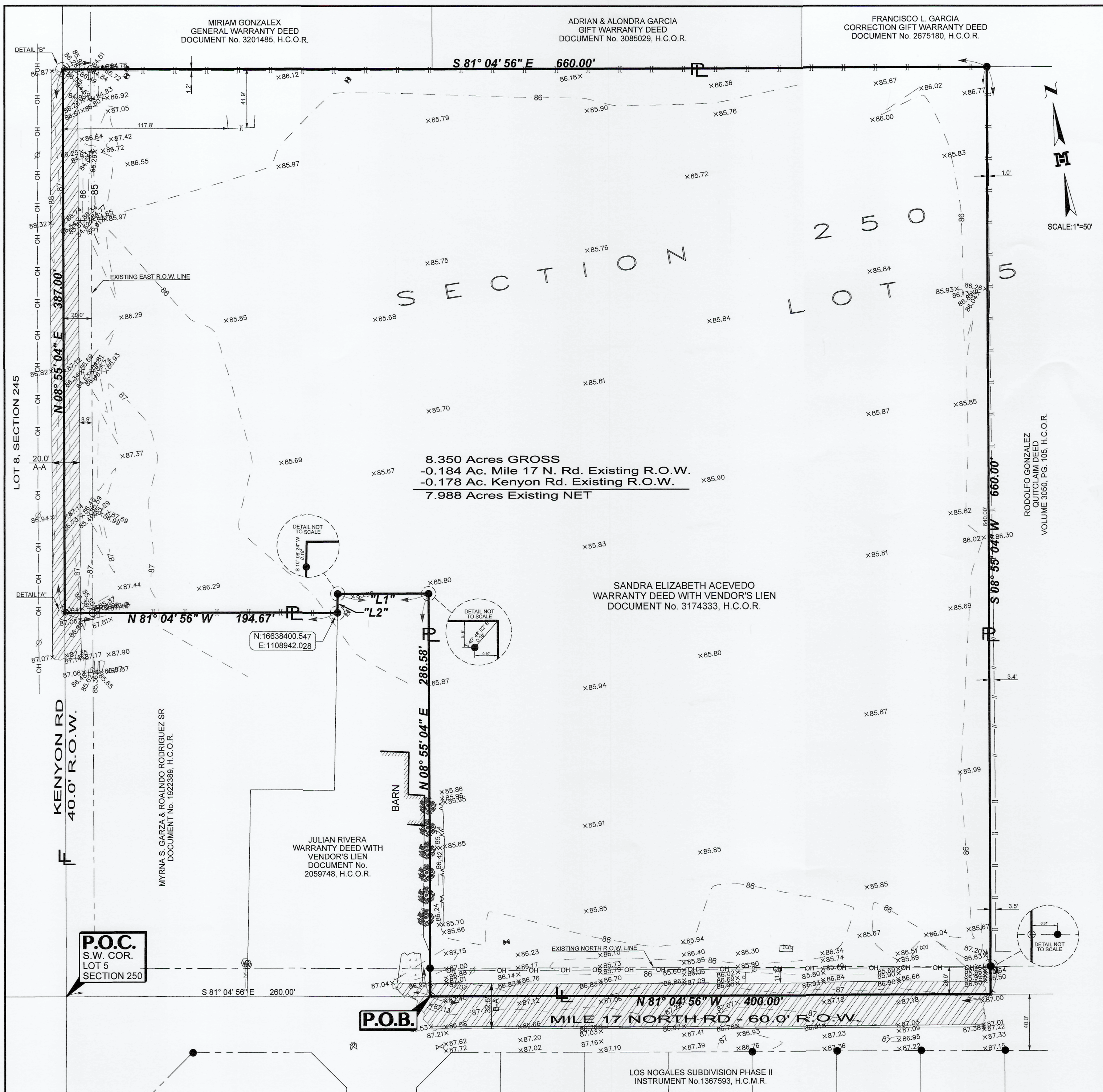
1534 N KENYON RD



Rezoning Request Site Photo

Melden & Hunt, Inc.
1534 N. Kenyon Road





- LEGEND**
- FOUND No. 4 REBAR
 - ▲ FOUND PK NAIL
 - FOUND NAIL
 - SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - SET NAIL
 - POWER POLE
 - SINGLE POST SIGN
 - WATER METER
 - FLUSH VALVE
 - WATER VALVE
 - PASTURE VALVE
 - IRRIGATION VALVE
 - FENCE POST
 - 15\"/>

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND [NORTHING 16638400.547, EASTING: 1108942.028] ON THE OUTSIDE CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT.
 3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
 5. HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CLAIMS A 100' FOOT EASEMENT SOUTH OF SUBJECT TRACT, NO RECORDED EASEMENT WAS FOUND ON PERTAINING DOCUMENT No. 2880111, HIDALGO COUNTY OFFICIAL RECORDS.
 6. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
 7. NO BUILDING SETBACKS SHOWN ON THE RECORDED MAP FOR FUTURE CONSTRUCTION, CONTACT PLANNING DEPARTMENT OF HIDALGO COUNTY.
 8. MILE 17 NORTH IS SHOWN AS AN EXPANSION MINOR ARTERIAL 100' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE.
 9. KENYON ROAD IS SHOWN AS AN EXISTING COLLECTOR 80' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE.

FLOOD ZONE
ZONE "X" (SHADED)
 AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

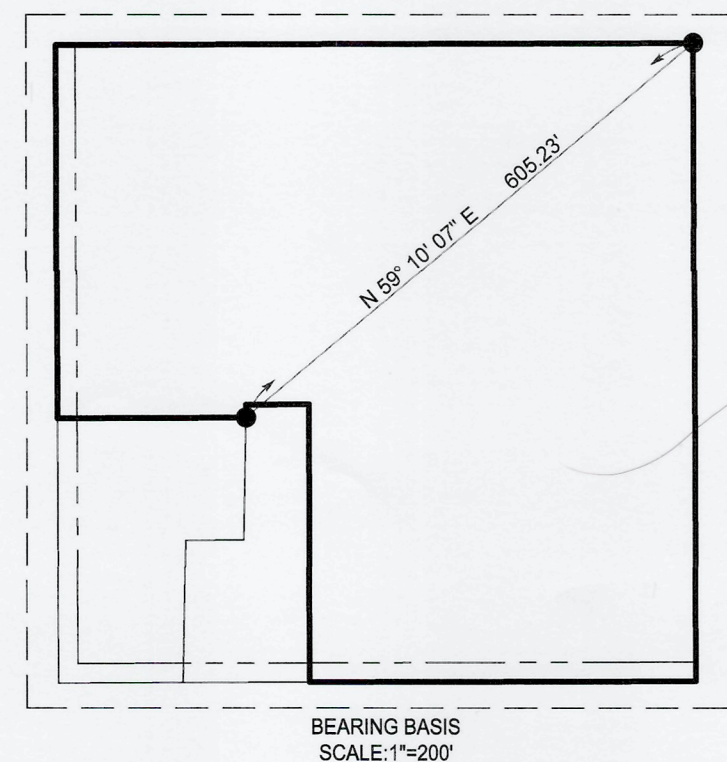
COMMUNITY-PANEL NUMBER: 480334 0325 D
 MAP REVISED: JUNE 6, 2000

PLAT SHOWING
8.350 ACRES OUT OF LOT 5,
SECTION 250
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY,
VOLUME 1, PAGE 16, H.C.M.R.
HIDALGO COUNTY, TEXAS



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE: 05/18/2022



MELDEN & HUNT INC.
 CONSULTANTS • ENGINEERS • SURVEYORS

BOOK: T-1160, PG. 6
 DATE: 05/18/2022
 JOB No. 21206.08
 FILE NAME: 21206
 DRAWN BY: Y.B.

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

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May 18, 2022

METES AND BOUNDS DESCRIPTION
8.350 ACRES OUT OF LOT 5, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS

A tract of land containing 8.350 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 1, Page 16, Hidalgo County Map Records, said 8.350 acres were conveyed to Sandra Elizabeth Acevedo, by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3174333, Hidalgo County Official Records, said 8.350 acres also being more particularly described as follows;

COMMENCING at the Southwest corner of said Lot 5, Section 250;

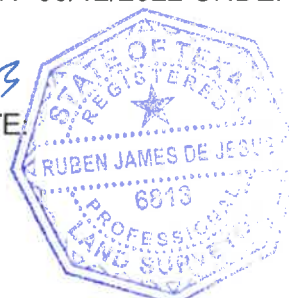
THENCE, S 81° 04' 56" E along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 260.00 feet to a Nail set for the Southwest corner and POINT OF BEGINNING of this herein described land;

1. THENCE, N 08° 55' 04" E at a distance of 20.00 feet pass a No. 4 rebar found on the existing North right-of-way line of Mile 17 North Road, continuing a total distance of 286.58 feet to an inside corner of this tract, from which a No. 4 rebar found bears S 40° 48' 02" E a distance of 0.18 feet;
2. THENCE, N 81° 04' 56" W a distance of 65.05 feet to an inside corner of this tract;
3. THENCE, S 10° 06' 24" W at a distance of 0.18 feet pass a No. 4 rebar found in line, continuing a total distance of 13.58 feet to a No. 4 rebar found [Northing:16638400.547, Easting:1108942.028] for an outside corner of this tract;
4. THENCE, N 81° 04' 56" W at a distance of 174.67 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 194.67 feet to a Nail set on the West line of said Lot 5, Section 250, for an outside corner of this tract, from which a Nail found bears S 10° 06' 24" W a distance of 0.17 feet;
5. THENCE, N 08° 55' 04" E along the West line of said Lot 5, Section 250 and within the existing right-of-way of Kenyon Road, a distance of 387.00 feet to a Nail set for the Northwest corner of this tract, from which a PK Nail found bears S 02° 52' 53" E a distance of 0.63 feet;
6. THENCE, S 81° 04' 56" E at a distance of 20.00 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 660.00 feet to a No. 4 rebar found for the Northeast corner of this tract;
7. THENCE, S 08° 55' 04" W at a distance of 640.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Mile 17 North Road, from which a No. 4 rebar found bears S 81° 04' 56" E a distance of 0.31 feet, continuing a total distance of 660.00 feet to a Nail set on the South line of said Lot 5, Section 250, for the Southeast corner of this tract;
8. THENCE, N 81° 04' 56" W along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 400.00 feet to the POINT OF BEGINNING and containing 8.350 acres, of which 0.184 of one acre lies within the existing right-of-way of Mile 17 North Road and 0.178 of one acre lies within the existing right-of-way of Kenyon Road, leaving an existing net of 7.988 acres of land, more or less.

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION AND SUPERVISION.


RUBEN JAMES DE JESUS, R.P.L.S. #6813

DATE: 05/12/2022



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING 8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 1534 N. KENYON ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 8.350 Acres out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1534 N. Kenyon Road from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 23, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on May 21, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING 8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 1534 N. KENYON ROAD, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to Auto Urban Uses and,
WHEREAS, it appears that the development will proceed, if allowed; and,
WHEREAS, such development is not detrimental to the Suburban Uses in the surrounding area; and
WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:

Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 10.B.

Comprehensive Plan Amendment and Rezoning Request -Rio Delta Engineering

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Urban (RU) & Townhome District to Residential, Multifamily (RM) District, Being a Tract I – 8.80 Acres Out of Lot 5, Block 1, John Closner Et. Al. Subdivision Located at 2301 E. Wisconsin Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the north side of E. Wisconsin Road, approximate 400 feet west of the intersection of S. Raul Longoria Road and E. Wisconsin Road. The property is currently zoned Residential, Urban (RU) & Townhome District. This district is the highest intensity single-family residential district. The requested zoning is Residential, Multifamily (RM) District. This district is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). This property has a total frontage of 1,065.60 feet along E. Wisconsin Road and a lot depth of 360 feet for a total area of 8.80 acres. The applicant wants to utilize the property to build a fourplex development.

Adjacent zoning is Residential, Multifamily (RM) District to the north and south, Commercial, General (CG) District to the east, and Agriculture and Open Space (AO) Districts to the west. Surrounding land uses consists of single-family residential uses, multi-family apartments uses and commercial uses. The Future Land Use designation for this property is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 43 neighboring property owners on Friday, April 10, 2026. No comments in favor or against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

On April 13, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On April 23, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/23/2026
CITY COUNCIL – 05/21/2026
DATE PREPARED – 04/13/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Urban (RU) & Townhome District to Residential, Multifamily (RM) District.

APPLICANT: Michael Cantu

AGENT: Rio Delta Engineering

LEGAL: Being a Tract I – 8.80 Acres out of Lot 5, Block 1, John Closner Et. Al. Subdivision

LOCATION: Located at 2301 E. Wisconsin Road

LOT/TRACT SIZE: 8.80 Acres

CURRENT USE: Vacant Land

PROPOSED USE: Residential, Multifamily (RM) District

EXISTING ZONING: Residential, Urban (RU) & Townhome District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water Supply Corporation for Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Urban (RU) & Townhome District to Residential, Multifamily (RM) District

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
Rio Delta Engineering**

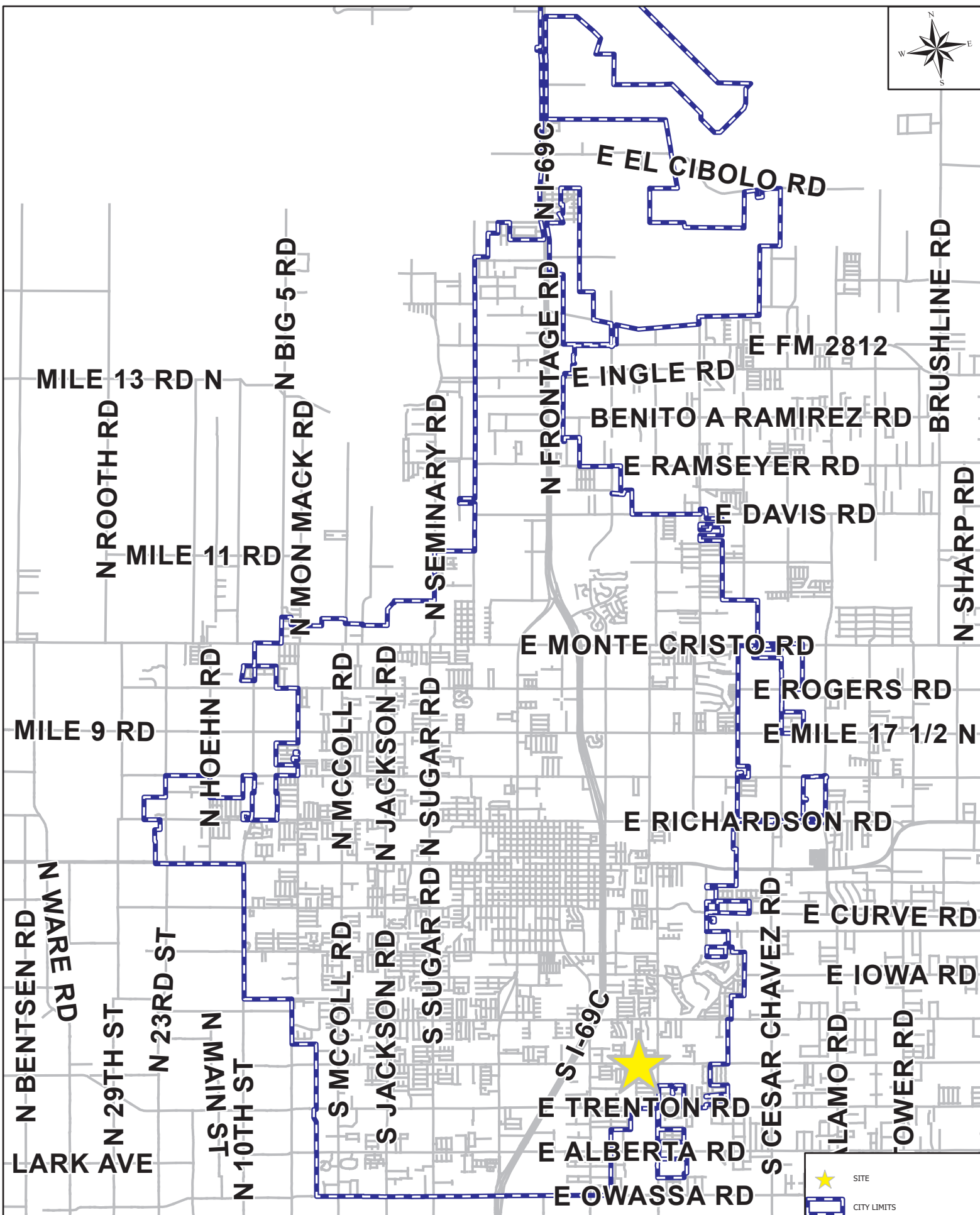
EVALUATION

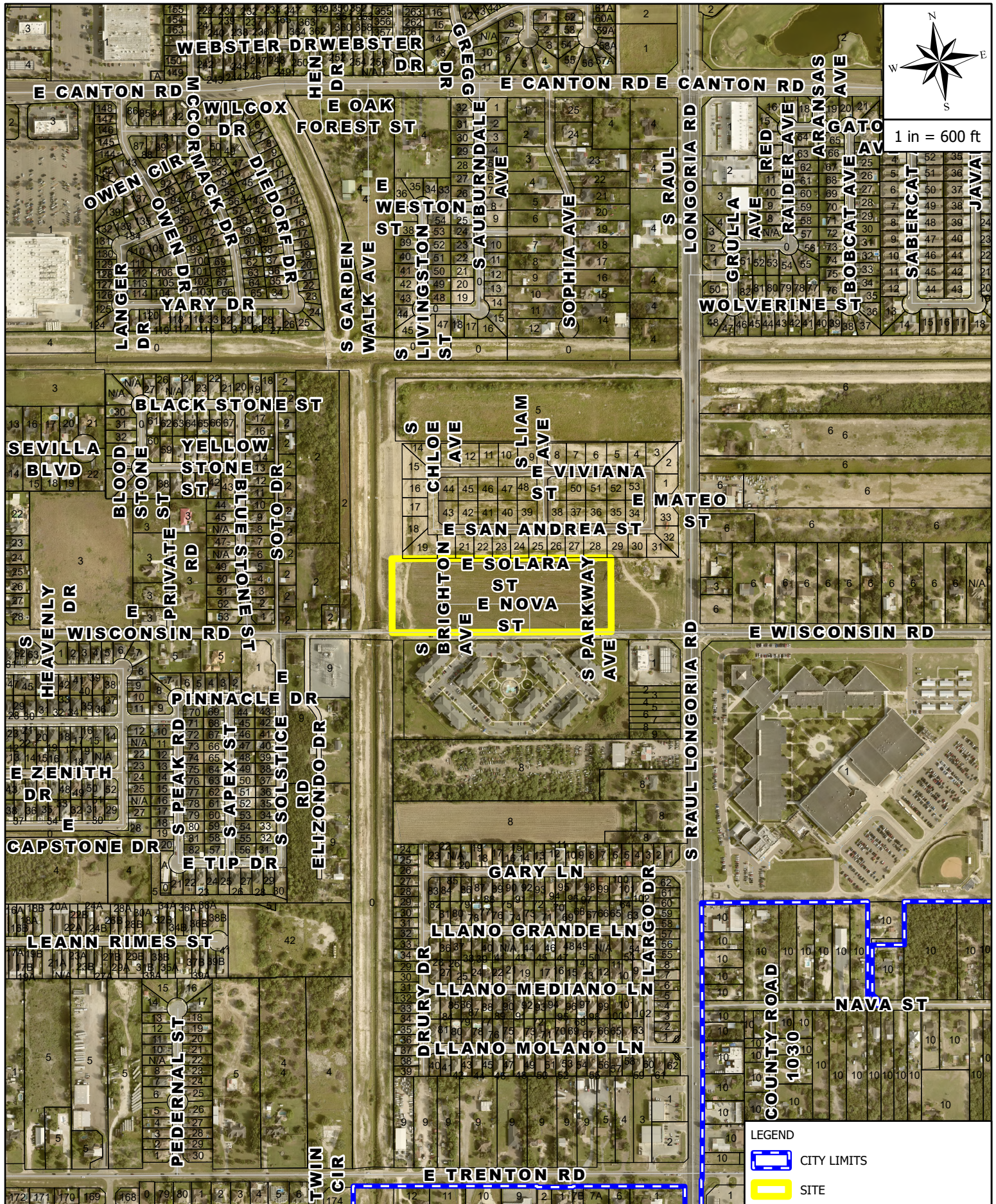
The following is the staff's evaluation of the request:

1. The property is currently vacant.
2. Surrounding land consists of Multifamily Residential uses and General Commercial uses.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 43 neighboring property owners on Friday, April 10, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.



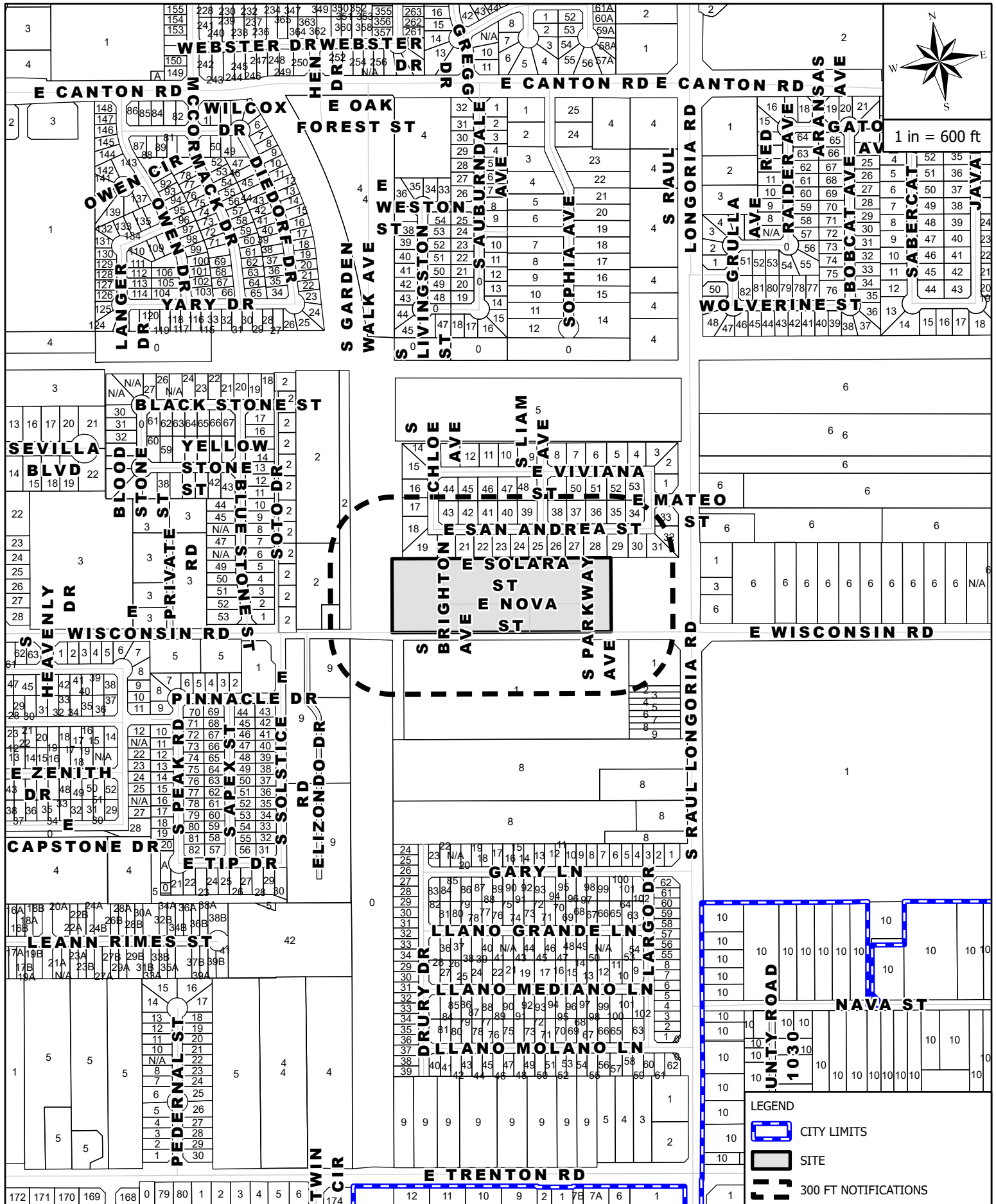


AERIAL MAP

2301 E WISCONSIN RD



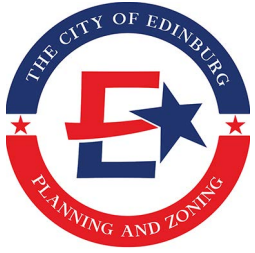
2301 E WISCONSIN RD



MAILOUT AND SITE MAP

2301 E WISCONSIN RD





Rezoning Request Site Photo

Rio Delta Engineering
2301 E. Wisconsin Road



EXHIBIT B
TITLE SURVEY
TRACT 1 - 8.80 ACRES
OUT OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL.
SUBDIVISION, RECORDED IN VOLUME 0, PAGE 4,
MAP RECORDS HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200 '
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

ROJAS ERMINO CONTRERAS
& MARK OMAR ROJAS
5.00 ACRES
DOC.#3112020
O.R.H.C.

LEGEND	
●	1/2" IRON ROD FOUND
○	CAPPED 1/2" IRON ROD SET
⊙	5/8" IRON ROD FOUND
XXXX	MEASURED
(XXXX)	PLAT CALL, (DOC.#1911-8962, M.R.H.C.)
[XXXX]	PLAT CALL, (DOC.#3586372, M.R.H.C.)
M.R.H.C.	MAP RECORDS HIDALGO COUNTY
O.R.H.C.	OFFICIAL RECORDS HIDALGO COUNTY
M.V.E.C.	MAGIC VALLEY ELECTRIC COOPERATIVE

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

B.) STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE.(AFFECTS PROPERTY ,BLANKET IN NATURE)

D.) EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0,PAGE 4 AND 5, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

F.) EASEMENTS FOR CANALS, DITCHES, LATERALS, ETC., AS SET OUT BY INSTRUMENTS RECORDED IN THE OFFICE OF HE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 19, PAGES 1, 33, 41, 57, 65,VOLUME 20,PAGE 471, VOLUME 26, PAGE 225, 26, PAGE 234, VOLUME 77, PAGE 411, VOLUME 120, PAGE 531,AND VOLUME 1672, PAGE 686, DEED RECORDS OF HIDALGO COUNTY, TEXAS.(AFFECTS PROPERTY,PLOTTED)

H.) EASEMENT AND RIGHT OF WAY GRANTED TO MAGIC VALLEY ELECTRIC COOPERATIVE, INC., BY RAMON ESTEVIS AND BERTS ESTEVIS DATED MAY 4, 1983, RECORDED IN VOLUME 1838, PAGE 161, DEED RECORDS AND AS AFFECTED BY FILED JULY 14, 2009 UNDER DOCUMENT NO. 2016222, OFFICIAL RECORDS OF HIDALGO COUNTY,TEXAS.(AFFECTS PROPERTY, PLOTTED)

I.) RIGHT OF WAY EASEMENT AWARDED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY JUDGEMENT OF THE COURT DATED JANUARY 29, 1987, IN CONDEMNATION SUIT UNDER CAUSE NO. 970A, IN THE COUNTY COURT, HIDALGO COUNTY, TEXAS AND FILED FOR RECORD ON MARCH 19, 1987 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 2417, PAGE 699, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.(AFFECTS PROPERTY, PLOTTED)

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE REPORT WITH G.F. NO. 252451222, ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 19, 2025.

SURVEYOR'S NOTES:

- 1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- 2.) THE PROPERTY SHOWN IS IN ZONE "B" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0425 C, DATED NOV 16, 1982.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING OCTOBER, 2025, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE:	OCTOBER, 2025
PROJECT:	SUB 25.019
PAGE:	1 OF 1

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496



10/9/2025

DATE

EXHIBIT A
TRACT 1- 8.80 ACRES
OUT OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION
RECORDED IN VOLUME 0, PAGE 4,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 8.80 ACRES TRACT OF LAND OUT OF THE SOUTH 12.87 ACRES OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION, RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 8.80 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF SAID LOT 5,

THENCE, N 81°30' 21" W ALONG THE SOUTH LINE OF THE SAID LOT 5, SAME BEING ALONG THE CENTERLINE OF E. WISCONSIN ROAD, A DISTANCE OF 388.62 FEET TO A COTTON PICKER SPINDLE SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE **POINT OF BEGINNING**;

THENCE, N 81° 30' 21" W ALONG THE SOUTH LINE OF THE SAID LOT 5, SAME BEING ALONG THE CENTERLINE OF E. WISCONSIN ROAD, TO THE SOUTHWEST CORNER OF THE SAID LOT 5, A DISTANCE OF 1065.60 FEET TO A COTTON PICKER SPINDLE SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 34' 33" E ALONG THE WEST LINE OF THE SAID LOT 5, SAME BEING ALONG THE EAST LINE OF A CALLED 100.00' HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAY (AS PER VOLUME 26, PAGE 225, DEED RECORDS OF HIDALGO COUNTY, TEXAS), TO THE NORTHWEST CORNER OF THE SAID SOUTH 12.87 ACRES OF LOT 5, PASSING AT 20.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF E. WISCONSIN ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 360.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE, S 81° 30' 21" E ACROSS THE SAID LOT 5, BLOCK 1, SAME BEING ALONG THE NORTH LINE OF THE SAID SOUTH 12.87 ACRES OF LOT 5, AND SAME BEING IN PART ALONG THE SOUTH BOUNDARY LINE OF PROVENCE RIDGE SUBDIVISION, RECORDED IN DOCUMENT # 3586372, MAP RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT 100.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING EAST LINE OF A CALLED 200.00 FEET HIDALGO COUNTY DRAINAGE DISTRICT No. 1 EASEMENT (AS PER CONDEMNATION CAUSE No. 970 A, RECORDED IN VOLUME 2417, PAGE 699, DEED RECORDS OF HIDALGO COUNTY, TEXAS), AND CONTINUING FOR A TOTAL DISTANCE OF 1065.08 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 29' 39" W ACROSS THE SAID LOT 5, PASSING AT 340.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF E. WISCONSIN ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 360.00 FEET **TO THE POINT AND PLACE OF BEGINNING, SAID TRACT OF LAND CONTAINING 8.80 ACRES MORE OR LESS OUT OF WHICH AND THE SOUTH 20.00 FEET (0.49 ACRES) LIES WITHIN THE EXISING RIGHT-OF-WAY OF E. WISCONSIN ROAD.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



10/9/2025

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING A TRACT 1 – 8.80 ACRES OUT OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION, LOCATED AT 2301 E WISCONSIN ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Urban (RU) & Townhome District, and Residential, Multifamily (RM) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A Tract 1 – 8.80 Acres out of Lot 5, Block 1, John Closner et. al. Subdivision, Located at 2301 E Wisconsin Road from Residential, Urban (RU) & Townhome District to Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 23, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission,

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on May 21, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Urban (RU) & Townhome District, and Residential, Multifamily (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Urban (RU) & Townhome District and added to the Residential, Multifamily (RM) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A TRACT 1 – 8.80 ACRES OUT OF LOT 5, BLOCK 1, JOHN CLOSER ET. AL. SUBDIVISION, LOCATED AT 2301 E WISCONSIN ROAD, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:

Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 10.C.

Comprehensive Plan Amendment and Rezoning Request - Supreme Engineering, PLLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 11.14 Acre Tract of Land Out of Lot 15, Block 248, Texas-Mexican Railway Company's Survey, Located at 3399 E. Mile 17 ½ Road, as Requested by Supreme Engineering, PLLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the north side of E. Mile 17 ½ road, approximately 820 feet east of the intersection of N. Doolittle Road and E. Mile 17 ½ Road. The property is currently zoned Agriculture and Open Space (AO) District. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. The requested zoning is Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. This property has a total frontage of 191.46 feet along E. Mile 17 ½ Road and a lot depth of 1,319.92 feet for a total area of 11.14 acres. Currently the property is vacant. The applicant wants to utilize the property for single-family uses.

Adjacent zoning is Residential, Multifamily (RM) District to the north, Residential, Suburban (RS) District to the south, and Residential, Primary (RP) District to the east and west. Surrounding land uses consists of single-family residential uses and multi-family uses. The Future Land Use designation for this property is for Suburban Uses.

Staff mailed a notice of the public hearing to 69 neighboring property owners on Friday, April 10, 2026. No comments in favor or against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

On April 13, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On April 23, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/23/2026
CITY COUNCIL – 05/21/2026
DATE PREPARED – 04/13/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District.

APPLICANT: Silverback Investment Group

AGENT: Supreme Engineering, PLLC

LEGAL: Being a 11.14 acre tract of land out of lot 15, block 248, Texas-Mexican Railway Company's Survey

LOCATION: Located at 3399 E. Mile 17 ½ Road

LOT/TRACT SIZE: 11.14 acres

CURRENT USE: Vacant Land

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Suburban Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to Auto-Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District.

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
SUPREME ENGINEERING, PLLC**

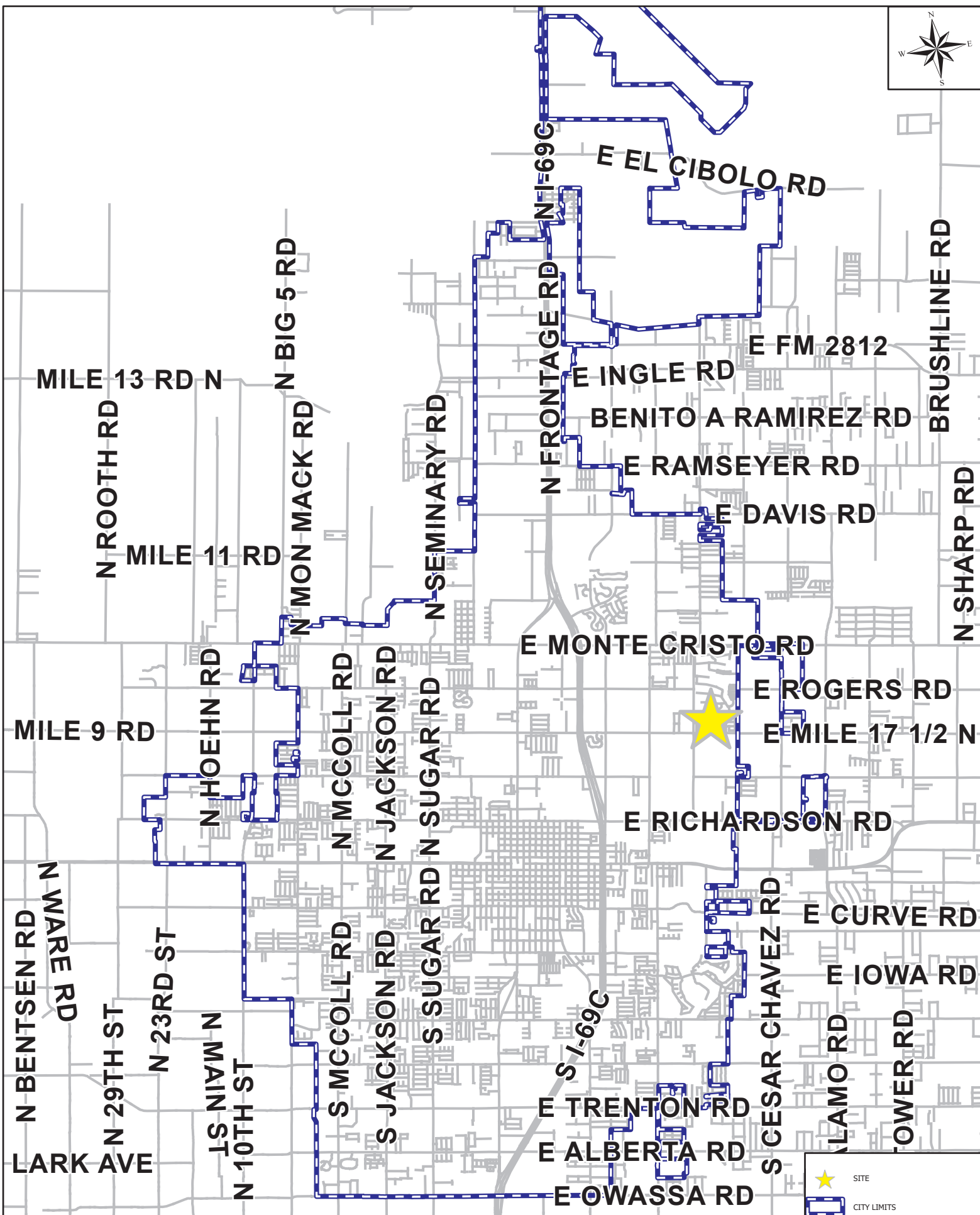
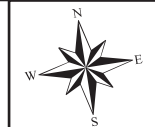
EVALUATION

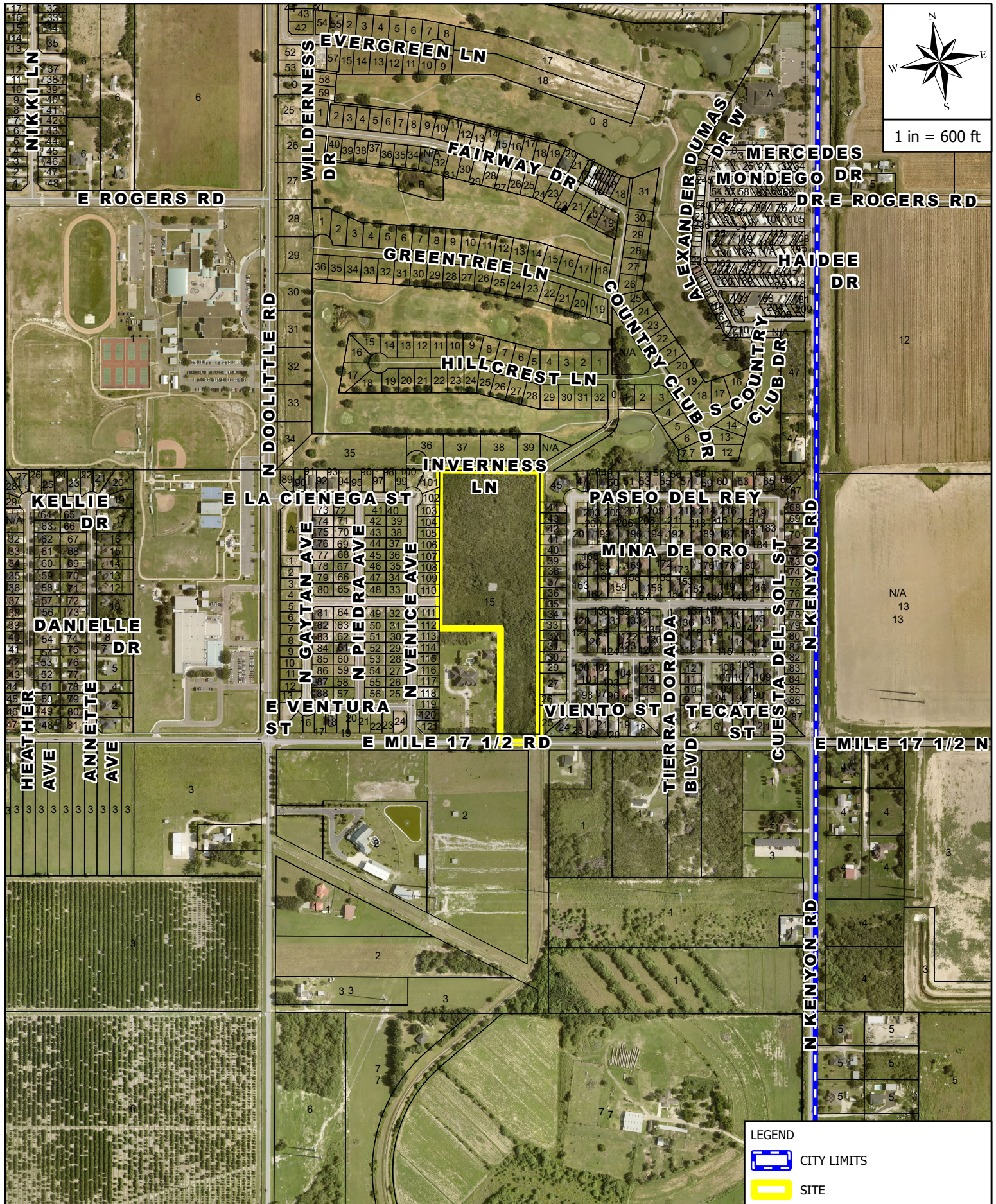
The following is the staff's evaluation of the request:

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

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

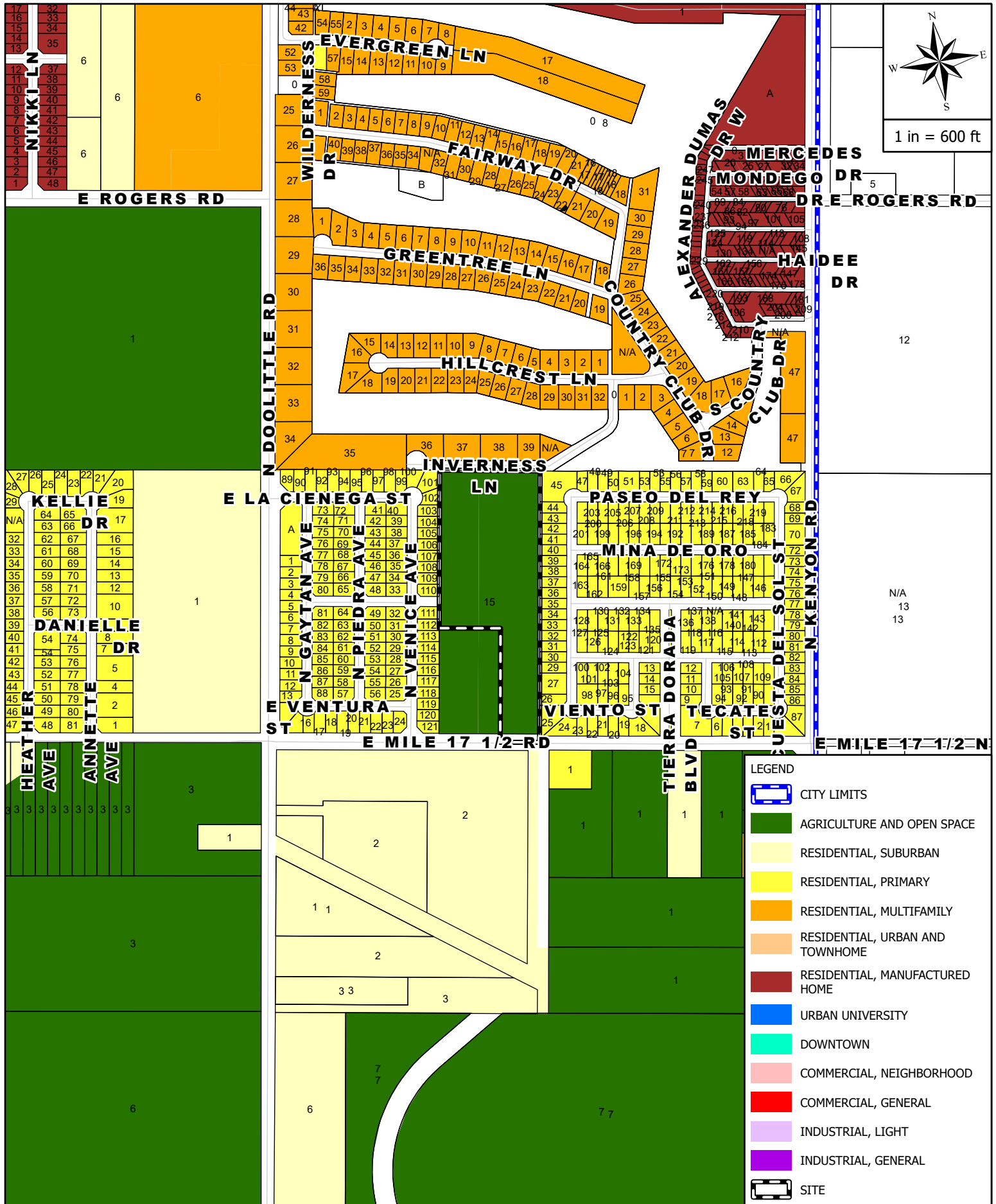
Staff mailed a notice of the public hearing to 69 neighboring property owners on Friday, April 10, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.



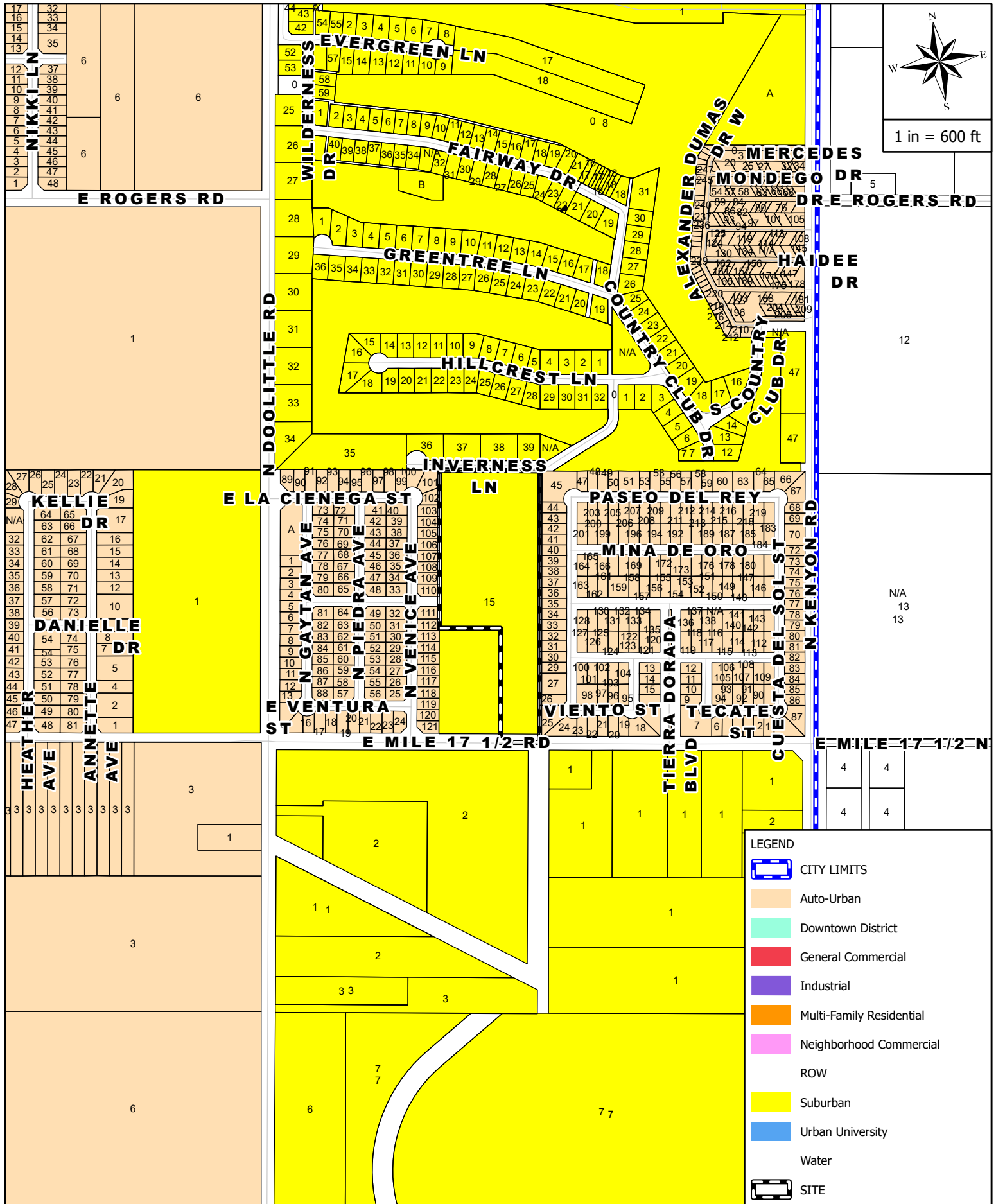


AERIAL MAP

3399 E MILE 17 1/2 RD

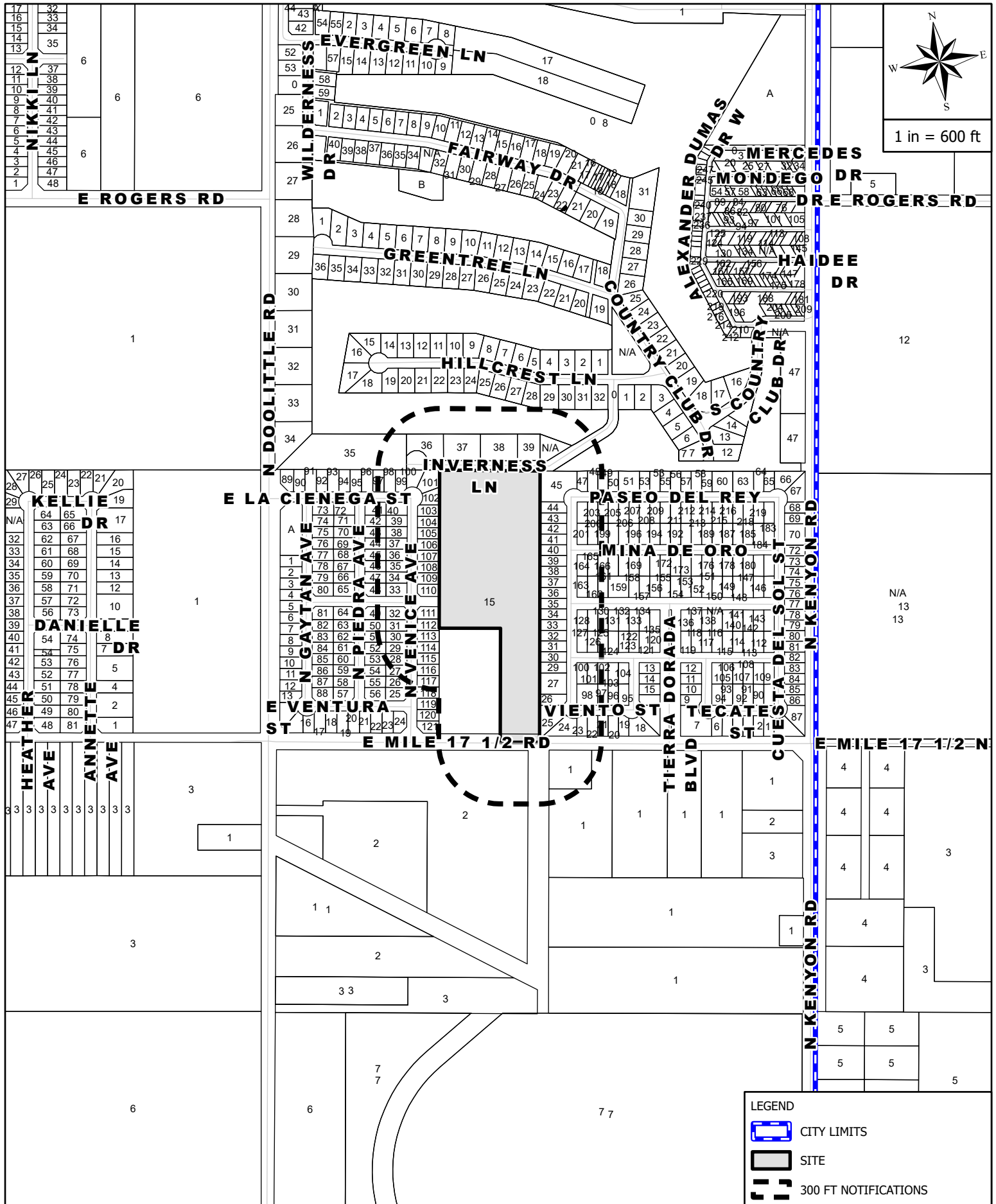


ZONING MAP 3399 E MILE 17 1/2 RD



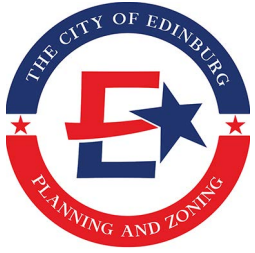
FUTURE LANDUSE MAP

3399 E MILE 17 1/2 RD



MAILOUT AND SITE MAP

3399 E MILE 17 1/2 RD



Rezoning Request Site Photo

Supreme Engineering, PLLC.
3399 E. Mile 17 1/2 Road



MINA DE ORC

RANCHO DEL REY

SOL DORADO

VIENTO ST



-

SCALE: 1" = 150'

A 11.14 ACRE TRACT OUT OF LOT 15, BLOCK 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, AS SHOWN ON THE MAP RECORDED IN VOLUME 3, PAGE 6, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE SURVEY DESCRIBED HEREIN WAS MADE ON THE GROUND, DECEMBER 08, 2025 , UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY. THERE WERE NO VISIBLE ENCROACHMENTS, VISIBLE EASEMENTS AND VISIBLE OVERLAPPING APPARENT CONFLICTS AS SHOWN ON THE GROUND EXCEPT AS SHOWN HEREIN. THIS SURVEY MARKEDLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

1. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY WAS SCALED TO BE IN;

ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ACCORDING THE THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480338 0020 E WHICH BEARS A REVISED DATE OF JUNE 6, 2000. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY
PROPOSED INSURED :SILVERBACK INCESTMENT GROUP LLC
GF NUMBER: 960572
EFFECTIVE DATE: NOVEMBER 4, 2025
ISSUED DATE: NOVEMBER 19, 2025

ALSO SEE SCHEDULE B EXCEPTIONS FROM (a) TO ITEM (r), WITH THE FOLLOWING EXCEPTIONS AS FOLLOWS:

- ITEM 10(g) – EASEMENT AND/OR OTHER RIGHTS, IF ANY, AS SET FORTH IN A WARRANTY DEED DATED AUGUST 12, 1993, RECORDED IN CLERK'S FILE NO. 339645, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SUBJECT TO.
- ITEM 10(h) – EASEMENT AND/OR OTHER RIGHT, IF ANY, AS SET FORTH IN A WARRANTY DEED DATED FEBRUARY 14, 1994, RECORDED IN CLERK'S FILE 371270, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. SUBJECT TO.
- ITEM 10(i) – EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO.1. SUBJECT TO.
- ITEM 10(m) – EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP AND DEDICATION OF SAID SUBDIVISION. SUBJECT TO.

3. BASIS OF BEARINGS ON THIS SURVEY ARE AS PER THE TEXAS STATE COORDINATES SYSTEM TEXAS SOUTH ZONE 4205

4. THE PROPERTY CORNERS OF THE TRACT SURVEYED WERE STAKED BASED ON THE BEST FIT OF MONUMENTS FOUND FOR THIS PROPERTY AND FROM ADJACENT AND OPPOSITE PROPERTIES, TAKING INTO ACCOUNT THE SENIOR-JUNIOR RIGHTS AND THE INTENT OF THE SURVEYORS ORIGINAL FOOTSTEPS

SURVEYOR

The logo for Supreme Engineering features the word "SUPREME" in a large, bold, blue sans-serif font, with "ENGINEERING" in a smaller, bold, blue sans-serif font directly below it. A thick, yellow swoosh underline starts under the "S" of "SUPREME" and curves around the bottom of the word "ENGINEERING".

TBPELS FIRM No. 10194901
 SUPREME ENGINEERING, PLLC
 135 PASEO DEL PRADO, STE. 7
 EDINBURG, TX 78539 PH: (956) 403-1314

E25-015 Plat.dwg

3/19/2007

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **SILVERSTONE HEIGHTS PHASE II SUBDIVISION**, TO THE CITY OF EDINBURG, TEXAS, AND WHSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF EDINBURG, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF EDINBURG.

SILVERBACK INVESTMENTS GROUP, LLC
A TEXAS LIMITED LIABILITY COMPANY
5410 N. ATHOL ST
PHARR, TEXAS 78577

CHAIRMAN, PLANNING COMMISSION

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

CHAIRMAN, PLANNING AND ZONING COMMISSION

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCES, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE V OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR EXECUTED THIS INSTRUMENT THE ____ DAY OF _____, 20____.

SILVERBACK INVESTMENTS GROUP, LLC
A TEXAS LIMITED LIABILITY COMPANY
5410 N. ATHOL ST
PHARR, TEXAS 78577

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 THE TEXAS WATER CODE 49.21(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

ATTEST: _____ PRESIDENT _____ SECRETARY

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

OMAR CANO
LICENSED PROFESSIONAL ENGINEER No. 120081
ENGINEERING FIRM No. F-21135

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

RESTITUTO A. ASCANO, III
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6225
SURVEY FIRM No. 10194901

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER:	CARLOS GAYTAN	5410 N. ATHOL ST. PHARR, TEXAS 78577	(956)403-0020
ENGINEER:	OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7 EDINBURG, TEXAS 78539	(956)403-1314
SURVEYOR:	RESTITUTO A. ASCANO, III, R.P.L.S.	135 PASEO DEL PRADO, STE. 7 EDINBURG, TEXAS 78539	(956)403-1314

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

MAYOR, CITY OF EDINBURG

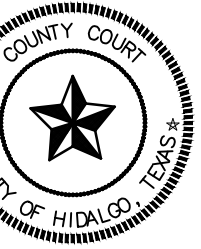
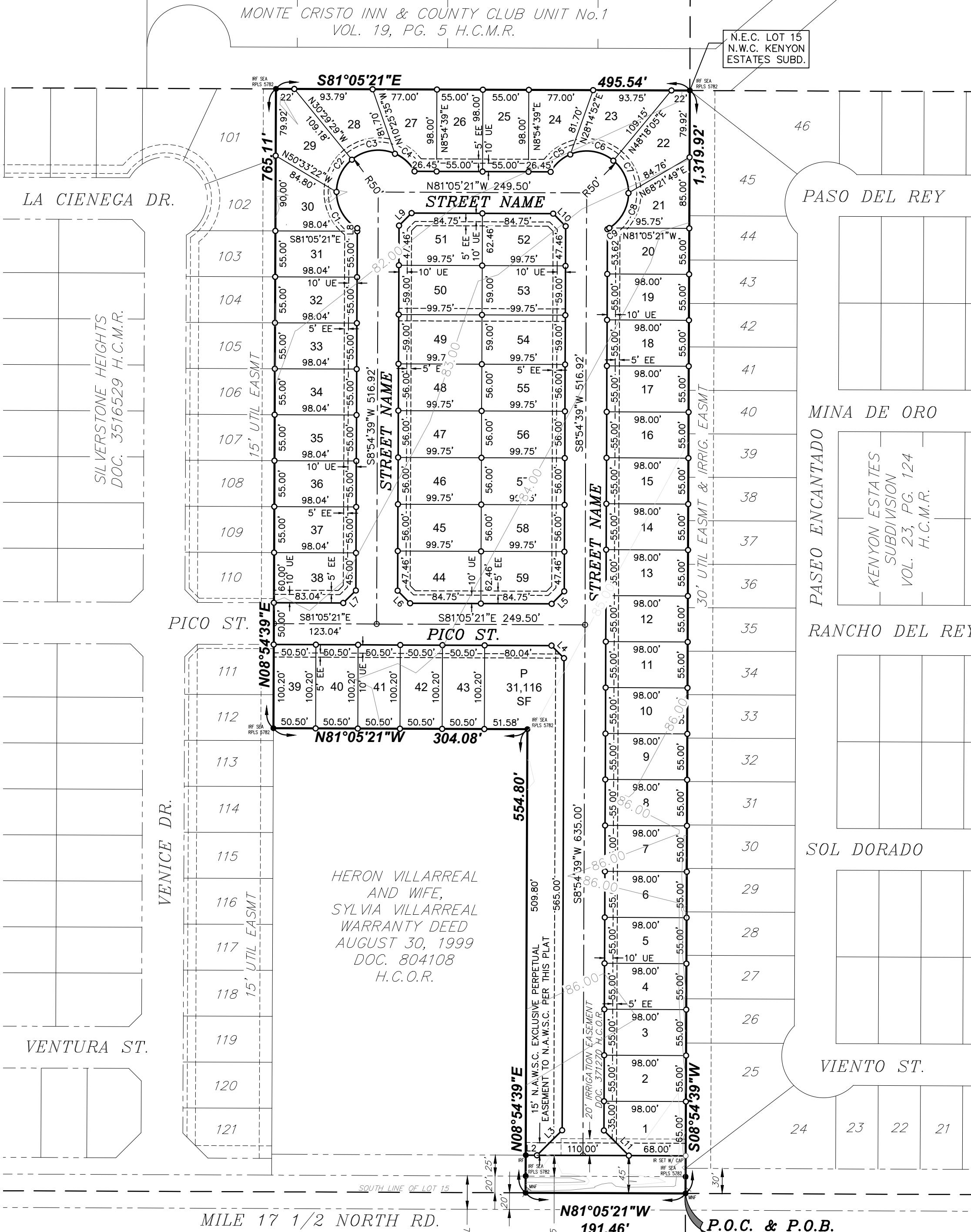
I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF EDINBURG

ATTEST: _____

PLAT OF
**SILVERSTONE HEIGHTS PHASE II
SUBDIVISION**

BEING A 11.14 ACRE TRACT OF LAND OUT OF LOT 15, BLOCK 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, AS SHOWN ON THE MAP RECORDED IN VOLUME 3, PAGE 6, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



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

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

BY: _____ DEPUTY

METES AND BOUNDS

BEING A 11.14 ACRE TRACT OF LAND OUT OF LOT 15, BLOCK 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, AS SHOWN ON THE MAP RECORDED IN VOLUME 3, PAGE 6, MAP RECORDS OF HIDALGO COUNTY, TEXAS, ALSO CONVEYED TO SILVERBACK INVESTMENT GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, DATED NOVEMBER 17, 2025, RECORDED IN DOCUMENT NUMBER 2702738, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A FOUND NAIL AT THE SOUTHEAST CORNER OF SAID LOT 15, ALSO BEING THE CENTER LINE OF MILE 17 1/2 NORTH ROAD (65 FOOT ROAD RIGHT-OF-WAY), ALSO BEING THE SOUTHWEST CORNER OF KENYON ESTATES SUBDIVISION, AS SHOWN ON THE MAP RECORDED IN VOLUME 23, PAGE 124, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING (N:16640972.7500, E:1107810.9930);

THENCE, NORTH 81°05'21" WEST, ALONG THE SOUTH LINE OF SAID LOT 15, ALSO BEING THE CENTER LINE OF SAID MILE 17 1/2 NORTH ROAD, A DISTANCE OF 191.46 FEET TO A FOUND NAIL AT THE SOUTHEAST CORNER OF CERTAIN TRACT CONVEYED TO HERON VILLARREAL AND WIFE, SYLVIA VILLARREAL, ACCORDING TO WARRANTY DEED, DATED AUGUST 30, 1999, RECORDED IN DOCUMENT NUMBER 804108, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THE HEREIN DESCRIBED TRACT;

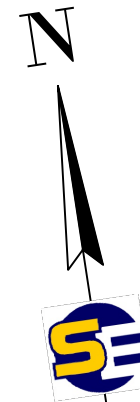
THENCE, NORTH 08°54'39" EAST, ALONG THE EAST LINE OF SAID HERON VILLARREAL TRACT, AND PARALLEL TO THE EAST LINE OF SAID LOT 15, PASSING A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 17 1/2 NORTH ROAD, AT A DISTANCE OF 20.00 FEET, ALSO PASSING A FOUND 1/2 INCH IRON ROD AT THE ADDITIONAL NORTH RIGHT-OF-WAY DEDICATION LINE OF MILE 17 1/2 NORTH ROAD, AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, DATED AUGUST 12, 1993, RECORDED IN DOCUMENT NUMBER 339645, AND IN WARRANTY DEED WITH VENDOR'S LIEN, DATED FEBRUARY 14, 1994, RECORDED IN DOCUMENT NUMBER 371270, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 45.00 FEET, AND CONTINUING A TOTAL DISTANCE OF 554.80 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE NORTHEAST CORNER OF SAID HERON VILLARREAL TRACT, FOR AN INSIDE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 81°05'21" WEST, ALONG THE SOUTH LINE OF SAID HERON VILLARREAL TRACT, AND PARALLEL TO THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 304.08 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE EAST LINE OF SILVERSTONE HEIGHTS SUBDIVISION, AS SHOWN ON THE MAP RECORDED IN DOCUMENT NUMBER 3516529, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 08°54'39" EAST, ALONG THE EAST LINE OF SAID SILVERSTONE HEIGHTS SUBDIVISION, AND PARALLEL TO THE EAST LINE OF SAID LOT 15, A DISTANCE OF 765.11 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE NORTHEAST CORNER OF SAID SILVERSTONE HEIGHTS SUBDIVISION, ALSO BEING THE INSIDE COMMON LINE OF MONTE CRISTO INN & COUNTY CLUB UNIT NUMBER 1, AS SHOWN ON THE MAP RECORDED IN VOLUME 19, PAGE 5, MAP RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING THE NORTH LINE OF SAID LOT 15, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81°05'21" EAST, ALONG THE SAID INSIDE COMMON LINE OF SAID MONTE CRISTO INN & COUNTY CLUB UNIT NUMBER 1, ALSO BEING THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 495.54 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE NORTHEAST CORNER OF SAID KENYON ESTATES SUBDIVISION, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08°54'39" WEST, ALONG THE EAST LINE OF SAID LOT 15, ALSO BEING THE WEST LINE OF SAID KENYON ESTATES SUBDIVISION, PASSING A SET 1/2 INCH IRON ROD WITH YELLOW CAP STAMPED "SUPREME 10194901", AT THE SAID ADDITIONAL 25 FOOT RIGHT-OF-WAY DEDICATION LINE, AT A DISTANCE OF 1,274.92 FEET, ALSO PASSING A FOUND 1/2 INCH IRON ROD WITH CAP STAMPED "SEA RPLS 5782" AT THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 17 1/2 NORTH ROAD, AT A DISTANCE OF 1,299.92 FEET, CONTINUING FOR A TOTAL DISTANCE OF 1,319.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.14 ACRES OF LAND MORE OR LESS.



BEARING BASIS TEXAS STATE
PLANE COORDINATE SYSTEM
TEXAS SOUTH ZONE 4205
VERTICAL DATUM:
(NAD83, NAVD88, GEOID18)

LEGEND & ABREVIATIONS

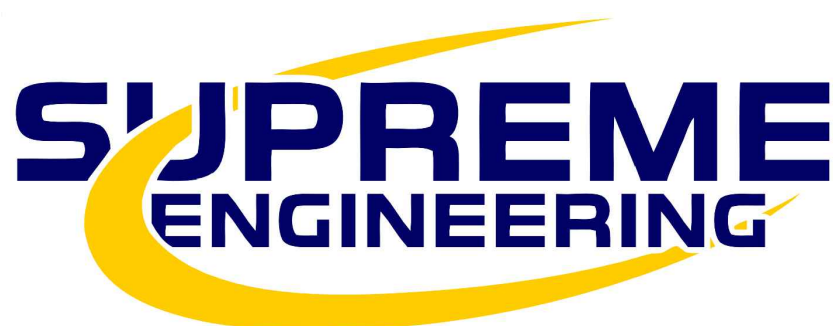
- SET 1/2" IRON ROD
- W/PLASTIC CAP STAMPED "SUPREME 10194901"
- FOUND 1/2" IRON ROD & W/ CAP AS NOTED
- MAG NAIL FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- (N80°40') RECORDED BEARINGS & DISTANCE
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY
- UE UTILITY EASEMENT
- EE ELECTRICAL EASEMENT
- DE DRAINAGE EASEMENT

GENERAL NOTES

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X";
AREAS OF 500-YEAR FLOOD: AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AREAS OF 500-YEAR FLOOD ACCORDING TO THE THE 1:10,000 INSURANCE RATE MAP COMMUNITY PANEL NO. 480338 0020 E WHICH BEARS A REVISED DATE OF JUNE 6, 2000. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
- SETBACKS:
FRONT: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER GARAGE: 18.00 FEET OR EASEMENT WHICHEVER IS GREATER
CUL-DE-SAC: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
- NO COMMERCIAL USE SHALL BE ALLOWED.
- MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB. ELEVATION. CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS AN ELEVATION CERTIFICATE SHALL BE REQUIRED ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR THE DEVELOPMENT PERMIT APPLICATION.
- THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC-FEET (_____ ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR DRAINAGE IMPROVEMENTS).
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY CODE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWSP) REQUIREMENTS.
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.
- ALL NORTH ALAMO WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF NORTH ALAMO WATER SUPPLY CORPORATION.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT. DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
- CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
- NO ACCESS WILL BE ALLOWED FROM (E MILE 17 1/2 N RD) ON TO LOTS 1.
- NO RV OR MOBILE HOMES WILL BE ALLOWED WITHIN THE RESIDENTIAL LOTS AS PER HOA BY LAWS AND DEED RESTRICTIONS.
- THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE COMMON AREAS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND DEDICATION OF THE COMMON AREAS FOR DEDICATION OF THE COMMON AREAS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

Line Data		
Line #	Bearing	Distance
L5	S53°54'39"W	21.21'
L6	N36°05'21"W	21.21'
L9	N53°54'39"E	21.21'
L10	S36°05'21"E	21.21'
L3	S53°54'39"W	42.43'
L4	S36°05'21"E	21.21'
L7	S53°54'39"W	21.21'
L8	S8°54'39"W	3.62'
L11	N36°05'21"W	42.43'
L2	N81°05'21"W	13.46'

Curve Data					
Curve #	Radius	Tangent	Delta	Arc Length	Chord Bearing
C1	50.00'	28.87'	60°00'00"	52.36'	S21° 05' 21"E
C2	50.00'	23.63'	50°35'52"	44.15'	S34° 12' 35"W
C3	50.00'	30.48'	62°43'58"	54.74'	N89° 07' 30"W
C4	50.00'	16.57'	36°40'10"	32.00'	N39° 25' 26"W
C5	50.00'	16.57'	36°40'10"	32.00'	S57° 14' 44"W
C6	50.00'	30.47'	62°43'17"	54.73'	N73° 03' 33"W
C7	50.00'	23.64'	50°36'33"	44.16'	N16° 23' 38"W
C8	50.00'	27.13'	56°58'07"	49.71'	N37° 23' 42"E
C9	50.00'	1.32'	3°01'53"	2.65'	N67° 23' 42"E



SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
SURVEYING FIRM No. 10194901
135 PASEO DEL PRADO, STE. 7
EDINBURG, TX 78539
(956) 403-1314

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 11.14 ACRE TRACT OF LAND OUT OF LOT 15, BLOCK 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 3399 E MILE 17 ½ ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 11.14 Acre Tract of Land out of Lot 15, Block 248, Texas-Mexican Railway Company's Survey, Located at 3399 E Mile 17 ½ Road from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 23, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on May 21, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

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

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 11.14 ACRE TRACT OF LAND OUT OF LOT 15, BLOCK 248, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 3399 E MILE 17 ½ ROAD, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to Auto Urban Uses and,
WHEREAS, it appears that the development will proceed, if allowed; and,
WHEREAS, such development is not detrimental to the Suburban Uses in the surrounding area; and
WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:

Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 10.D.

Rezoning Request- James G. Hesbrook and Maria Elena Vale Hesbrook

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being All of Lots Twenty-Five (25) and Twenty-Six (26), Closner Addition to the City of Edinburg, Hidalgo County, Texas, Located at 1115 S. 12th Avenue, as Requested by James G. Hesbrook and Maria Elena Vale Hesbrook. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

This property is located along the west side of S. 12th Avenue, approximate 100 feet north of the intersection of S. 12th Avenue and E Ebony Lane. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property was previously zoned C-1 Local Business and approved in April 26, 1983, and the request seeks to reestablish similar commercial that existed before the adoption of the Unified Development Code (UDC) in 2007. This property has a total frontage of 100 feet along S. 12th Avenue and a lot depth of 166.26 feet for a total area of approximate 16,626 square feet. The applicant wants to utilize the property to build commercial neighborhood offices.

Adjacent zoning is Residential, Primary (RP) District to the north and east, Commercial, General (CG) District to the west, and Commercial, Neighborhood (CN) Districts to the south and east. Surrounding land uses consists of single-family residential uses, and commercial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, April 10, 2026. 1 comment in favor and none against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

On April 13, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On April 23, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

3. Staff's Recommendation:

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking,

landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/23/2026
CITY COUNCIL – 05/21/2026
DATE PREPARED – 04/14/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District.

APPLICANT: James G. Hesbrook and Maria Elena Vale Hesbrook.

AGENT: Not Applicable

LEGAL: All of Lots Twenty-five (25) and Twenty-six (26), Closner Addition to the City of Edinburg, Hidalgo County, Texas

LOCATION: Located at 1115 S. 12th Avenue

LOT/TRACT SIZE: Lot 25 and Lot 26

CURRENT USE: Vacant Land

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: General Commercial Uses

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

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

REZONING REQUEST

JAMES G. HESBROOK AND MARIA ELENA VALE HESBROOK.

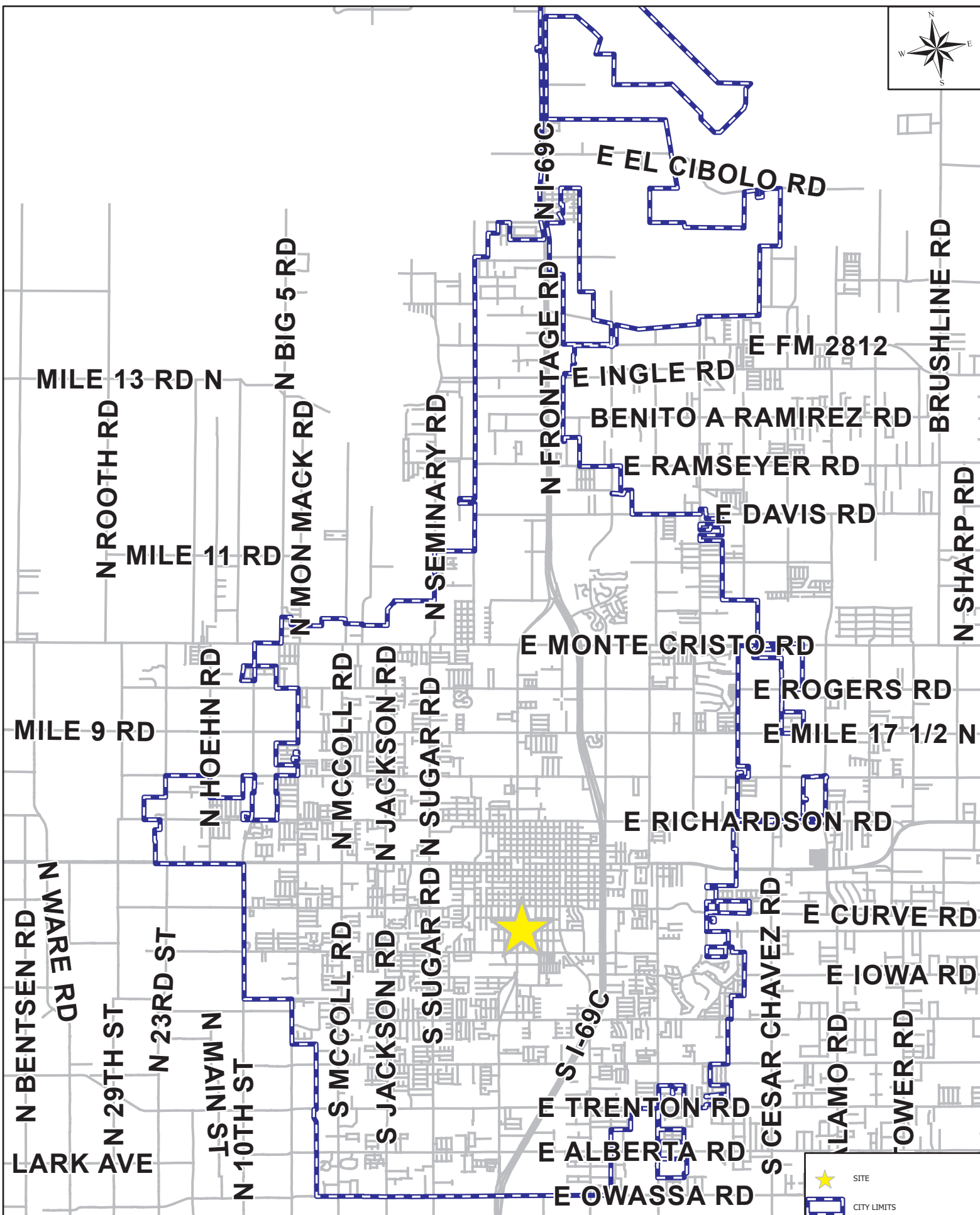
EVALUATION

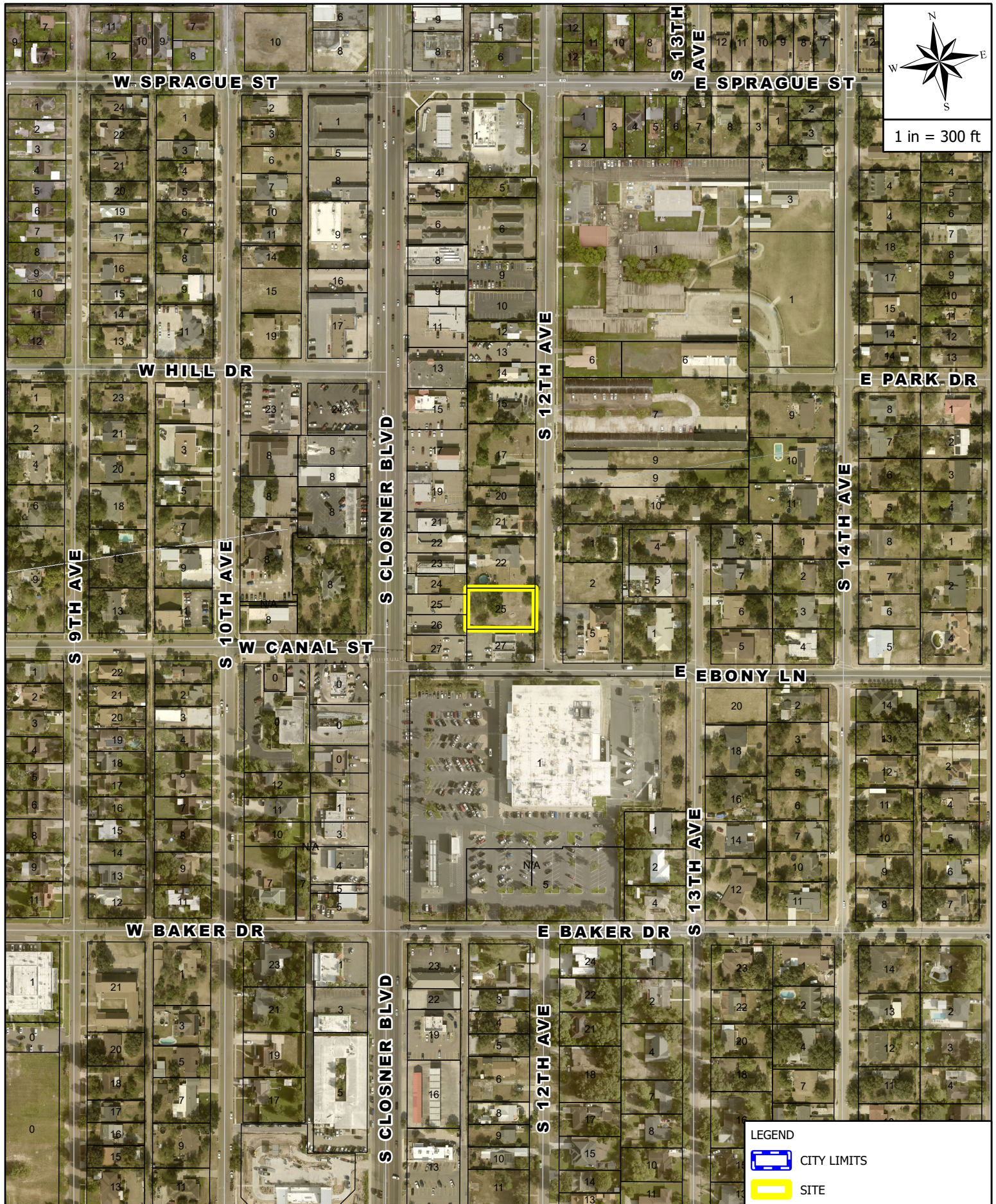
The following is the staff's evaluation of the request:

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

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

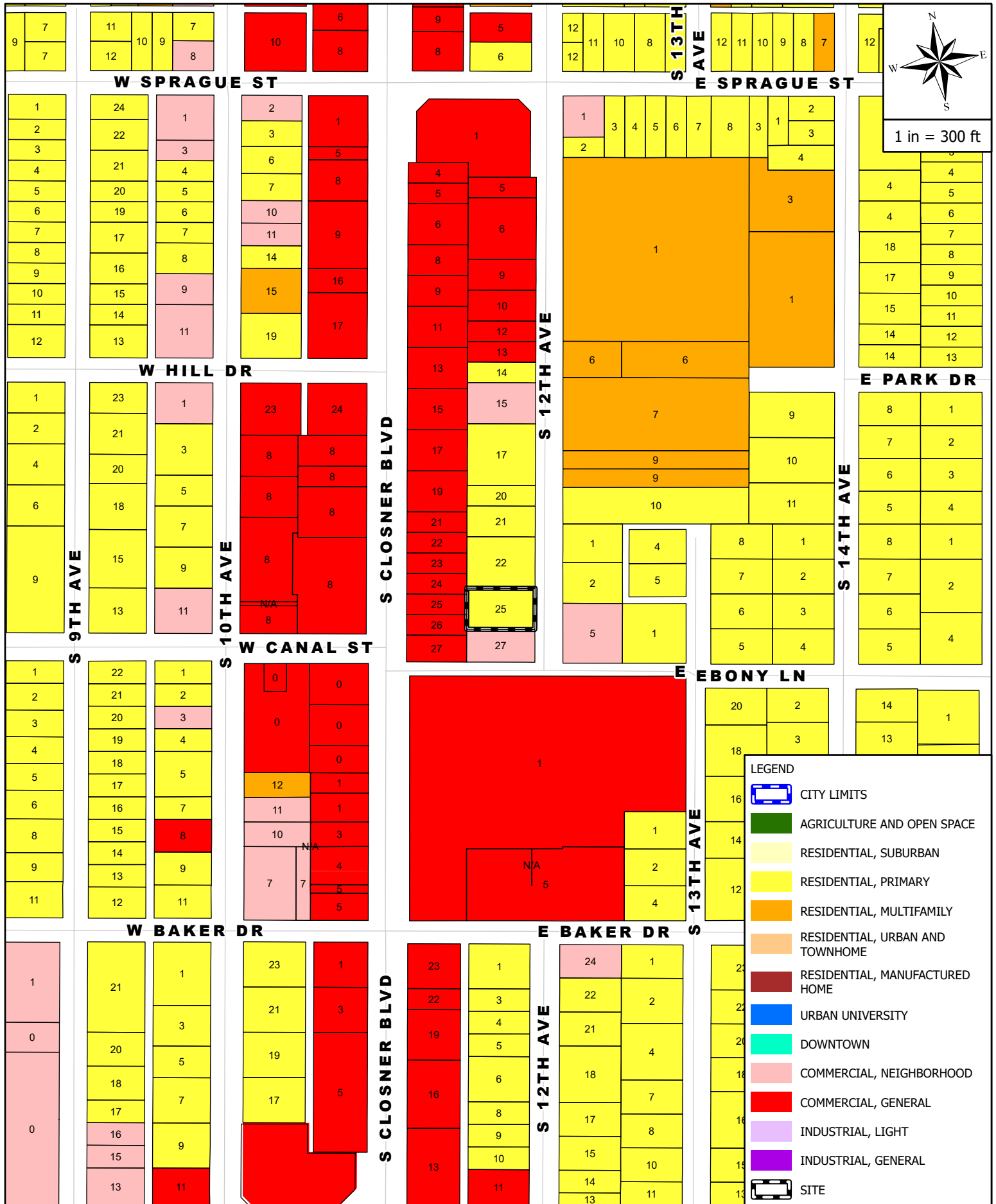
Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, April 10, 2026, and received 1 comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.





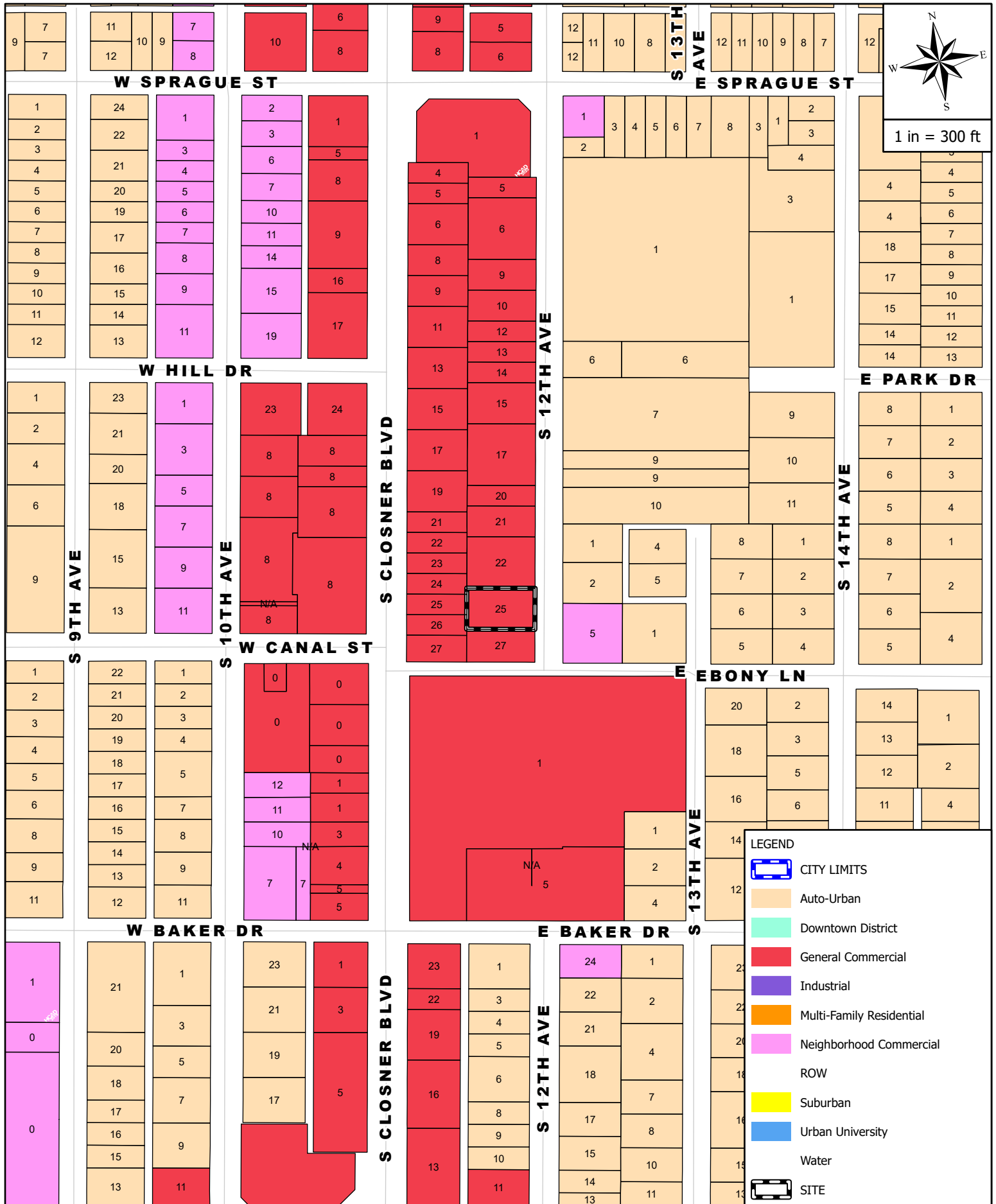
AERIAL MAP

1115 S 12TH AVE



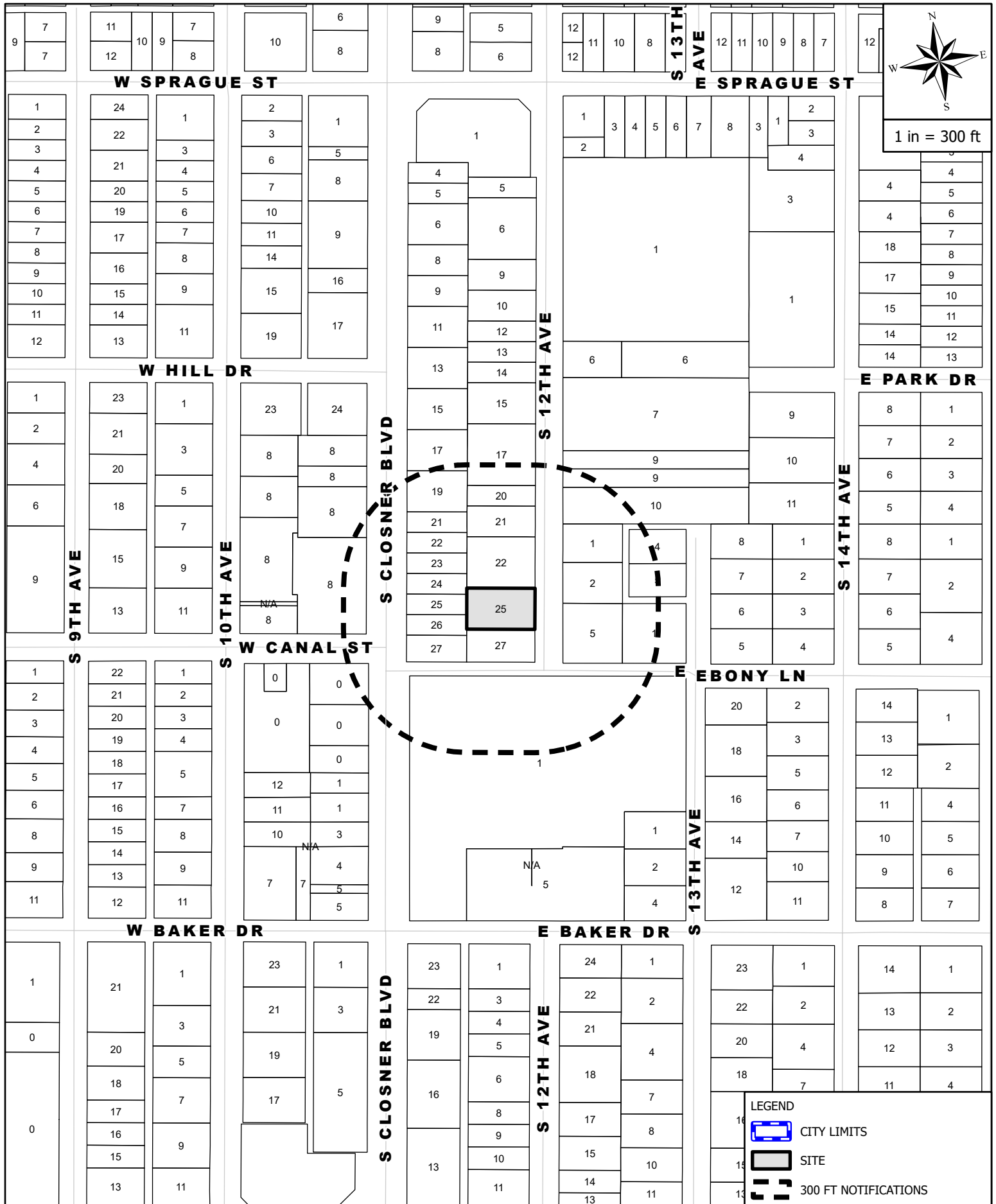
ZONING MAP

1115 S 12TH AVE



FUTURE LANDUSE MAP

1115 S 12TH AVE



MAILOUT AND SITE MAP

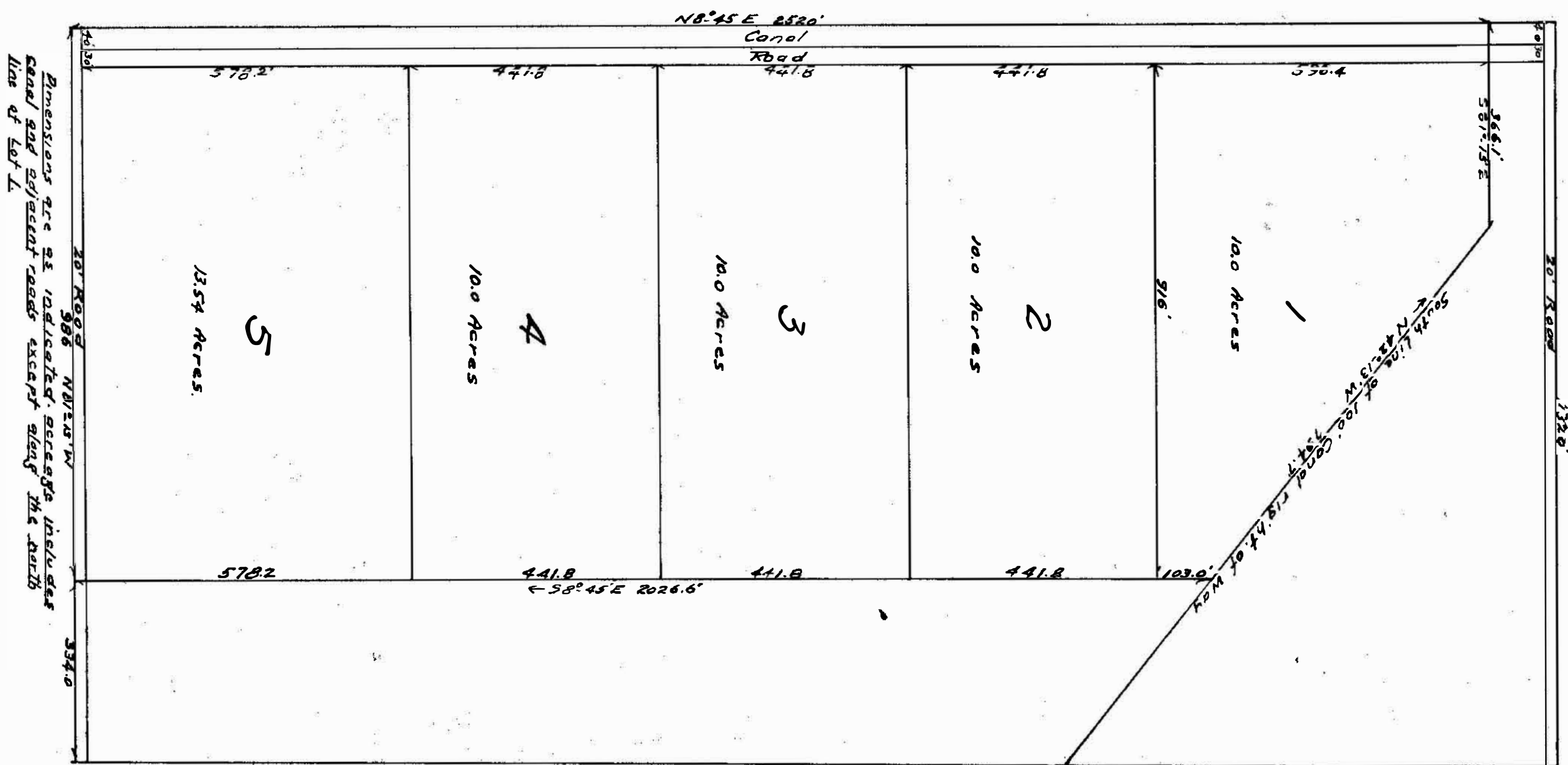
1115 S 12TH AVE



Rezoning Request Site Photo

James G. Hesbrook and Maria E. Vale Hesbrook
1115 S. 12th Avenue





MAP OF A RESUBDIVISION OF 53.54 ACRES
OUT OF
LOTS TEN and FIFTEEN, BLOCK FORTY
of the **Alamo Land and Sugar Company's** Subdivision of
Tract 72, Los Terreros Santa Ana and El Rio Grande in Hidalgo Co.,
Texas. The map of said Alamo Subdivision being heretofore recorded
in Vol. 1, pp. 24-25-26 of the Map Records of Hidalgo County, Texas.
Scale 1"=250'

The State of Texas
County of Hidalgo

I, D. O. Walden, Civil Engineer, do hereby certify
that the map on which this is endorsed is a full, true and
correct map or plat of the lands described in the title
of said map or plat, as surveyed, resubdivided and
platted by me for Anton Erickson, February, 1927.

D. O. Walden

Subscribed to and sworn to before me this
17 day of February, 1927 A.D.

Seal

Notary Public in and for Hidalgo Co., Texas.

The State of Texas
County of Hidalgo

I, Cam E. Hill, County Clerk of said
county, do hereby certify that the attached map
certified to by D. O. Walden, Civil Engineer
and Surveyor on the 17th day of February-
1927, was filed for record in my office
this day of February, 1927 at o'clock M.
and duly recorded on the day of
1927, at o'clock M. in the Map Records of
said county in Volume , Page

Witness my hand and seal of said
county at my office in Edinburg, Texas this
the day and year last written above

CAM E. HILL
County Clerk of Hidalgo Co., Texas.
By Scott D. Hankins
Deputy.

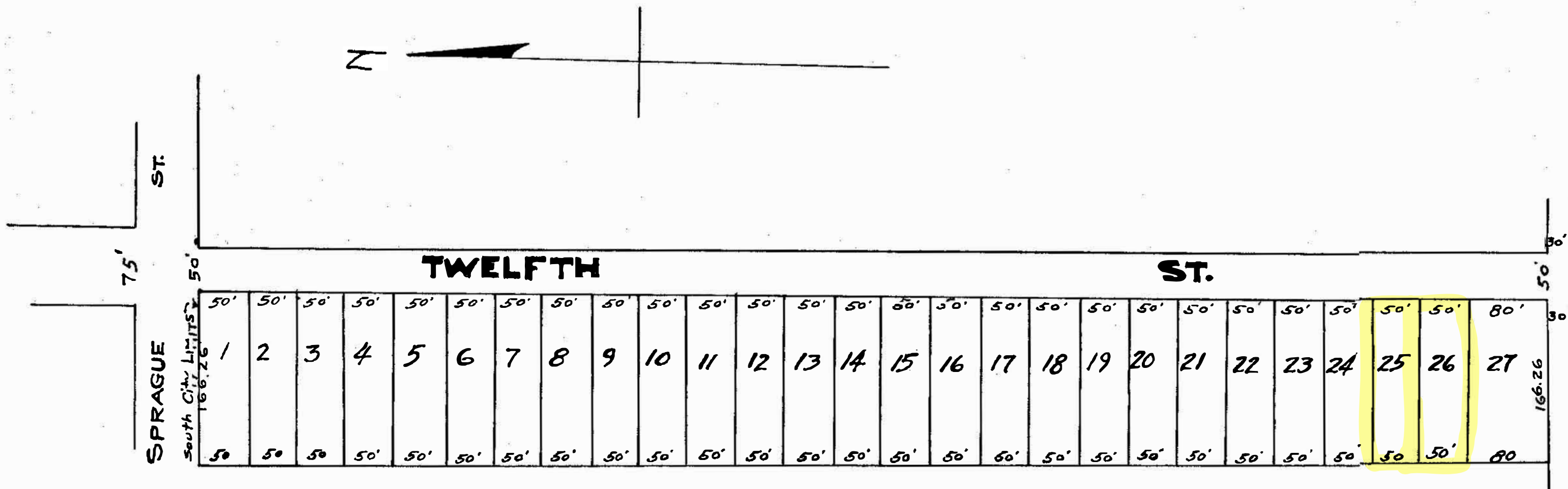
Recorded Feb. 21-1927 at 4:30 P.M.

Seal

FILED for record this day

FEB 17 1927

At 4:12 o'clock P.M.
CAME E. HILL
Clerk County Court, Hidalgo County, Texas
By Scott D. Hankins
Deputy.



FILED for record this day

FEB. 23 1927

at 8:20 o'clock A.M.
CAME E. HILL
Clerk County Court, Hidalgo County, Texas
By Scott D. Hankins
Deputy.

Recorded Feb. 25th at 2:45 P.M.

CLOSNER ADDITION TO EDINBURG

HIDALGO COUNTY, TEXAS

BEING

A RESUBDIVISION

OF

A RESUBDIVISION OF LOTS 1, 4, 5, 8, & 9 OF THE SUBDIVISION
MADE BY MRS. A. D. CLOSNER OF 10.52 ACRES
OFF OF THE WEST END OF BLOCK "F" EDINBURG
ACREAGE LAND AS SHOWN ON MAP RECORD OF
HIDALGO CO. TEXAS IN BOOK 2, PAGES 47 & 52

STATE OF TEXAS
COUNTY OF HIDALGO

I, H. E. Wilcox, Civil Engineer and
Surveyor, do hereby certify that the foregoing Map
or plat of "CLOSNER ADDITION" TO EDINBURG is a full
true and correct Map of Plat as surveyed by me
upon the ground This 16th day of February, 1927.

H. E. Wilcox
Civil Engineer & Surveyor

STATE OF TEXAS
COUNTY OF HIDALGO

Subscribed and sworn to before
me this 17th day of February, A.D. 1927.

Seal

Notary Public in and for
Hidalgo County, Texas

Rezoning request



Cynthia Negrete [REDACTED]

To planning@cityofedinburg.com

IN FAVOR

Request to Rezoning of Lots Twenty-Five and Twenty-Six, Closner Addition (1115 S 12th Ave).

Cynthia Negrete, Manager
Ruiz Property Rentals, LLC



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING ALL OF LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26), CLOSNER ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 1115 S 12TH AVENUE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being All of Lots twenty-five (25) and twenty-six (26), Closner Addition to the City of Edinburg, Hidalgo County, Texas, Located at 1115 S 12th Avenue from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 23, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on May 21, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 10.E.

Public Hearing / Special Use Permit for On-Premise Consumption for
Alcoholic Beverages for Late Hours - Drama Llama Beer Box, LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Special Use Permit for Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours, Being All of Lot 7, Villa Del Mundo Subdivision, Located at 5203 S. Veterans Blvd., as Requested By Drama Llama Beer Box, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages, Mixed Beverage for Late Hours. The property is located at the southwest corner of E. Palm Circle and S. Veterans Blvd. The property has 60 feet of frontage along S. Veterans Blvd. and a lot depth of 180 ft. The property was annexed into the Edinburg City Limits in 2015 and had a commercial business at the location. Once annexed into the City, the property was zoned Agriculture (AG) District. The surrounding zoning is Agriculture (AG) District in all directions.

The applicant is requesting a permit to sell alcohol and late hours at said location. The proposed hours of operation are Sunday through Friday, Sunday from 10:00 a.m. to 12:00 a.m., and Saturday from 10:00 a.m. to 1:00 a.m. If approved, the applicant will proceed to obtain the necessary permit from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, April 10, 2026. No comments in favor or against this request have been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.

On April 23, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Special Use Permit for On-Premise Consumption for Alcoholic Beverages for Late Hours.

3. **Staff's Recommendation:**

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

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

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

5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. A 1-year permit renewal application will need to be turned in prior to **January 4, 2027**.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/23/2026
CITY COUNCIL – 05/21/2026
DATE PREPARED – 04/16/2026

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Special Use Permit for the On Premise Consumption of Alcoholic Beverages
<u>APPLICANT:</u>	Drama Llama Beer Box, LLC
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	Being Lot 7, Villa Del Mundo Subdivision
<u>LOCATION:</u>	Located at 5203 S. Veterans Blvd.
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Commercial General Business
<u>PROPOSED USE OF PROPERTY:</u>	Snack Shop
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North - Agriculture (AG) District South - Agriculture (AG) District East - Agriculture (AG) District West - Agriculture (AG) District
<u>LAND USE PLAN DESIGNATION:</u>	Not Applicable
<u>ACCESS AND CIRCULATION:</u>	This property has access to S. Veterans Blvd.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the special use permit for one (1) year subject to the conditions listed in the staff report. A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL DRAMA LLAMA BEER BOX, LLC

EVALUATION

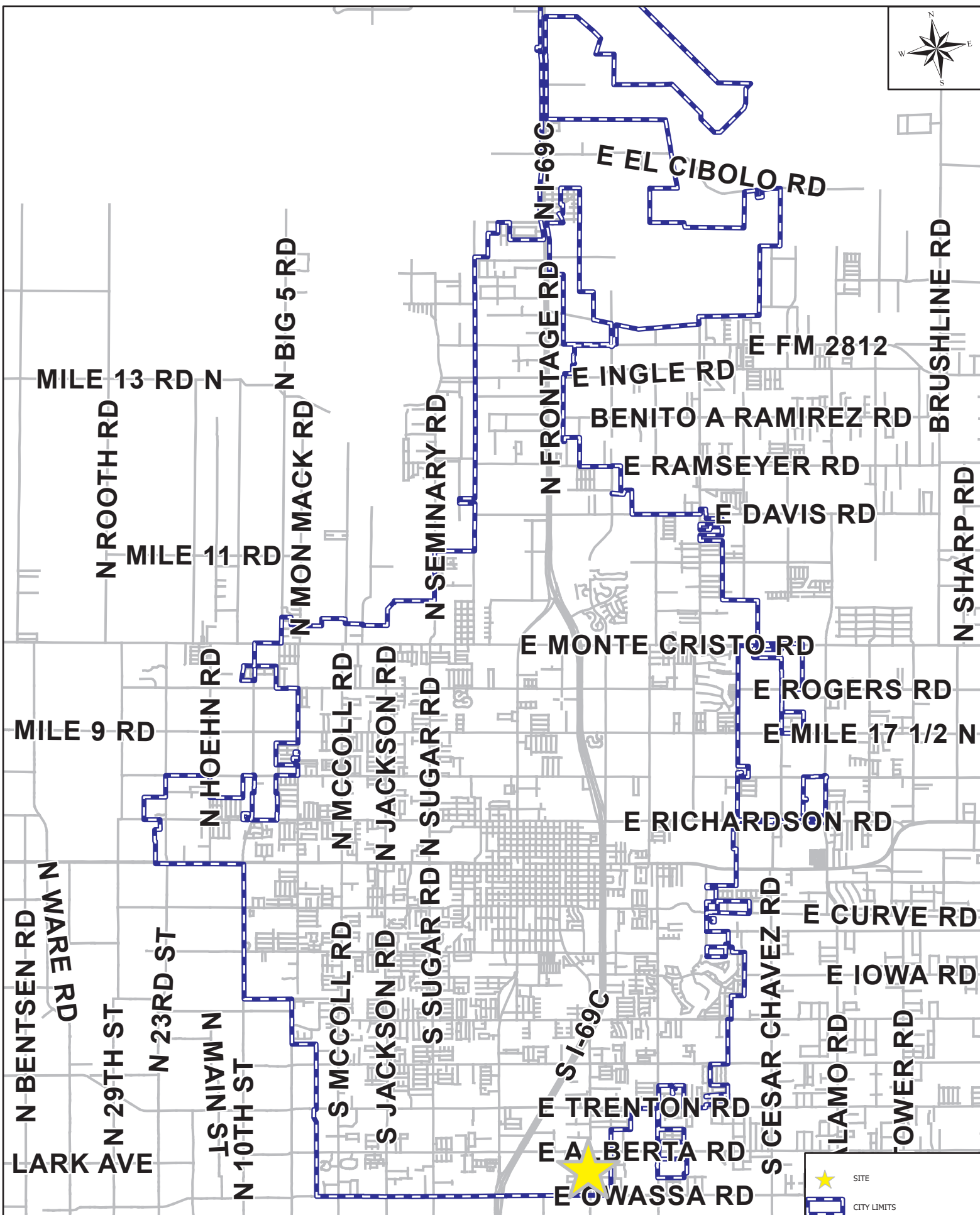
The following is staff's evaluation of the request.

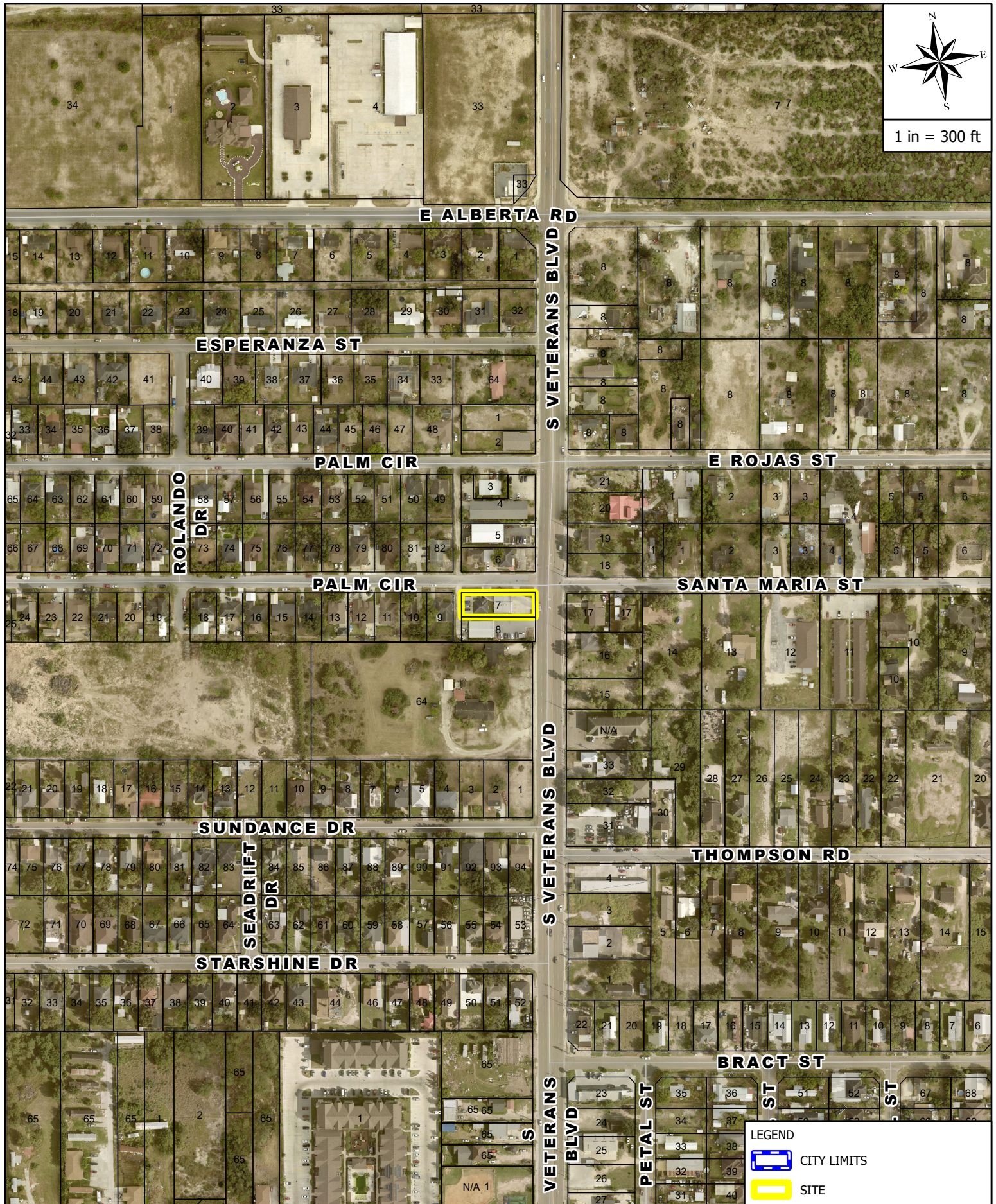
1. The area is characterized by mixed commercial uses to include, but not limited to county office buildings, a church, bars and other commercial uses.
2. The applicant is requesting the City's approval to sell mixed beverages at the subject location for late hours.
3. The proposed hours of operation are Sunday through Friday Sunday from 10:00 a.m. to 12:00 a.m. and Saturday's from 10:00 a.m. to 1:00 a.m. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

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

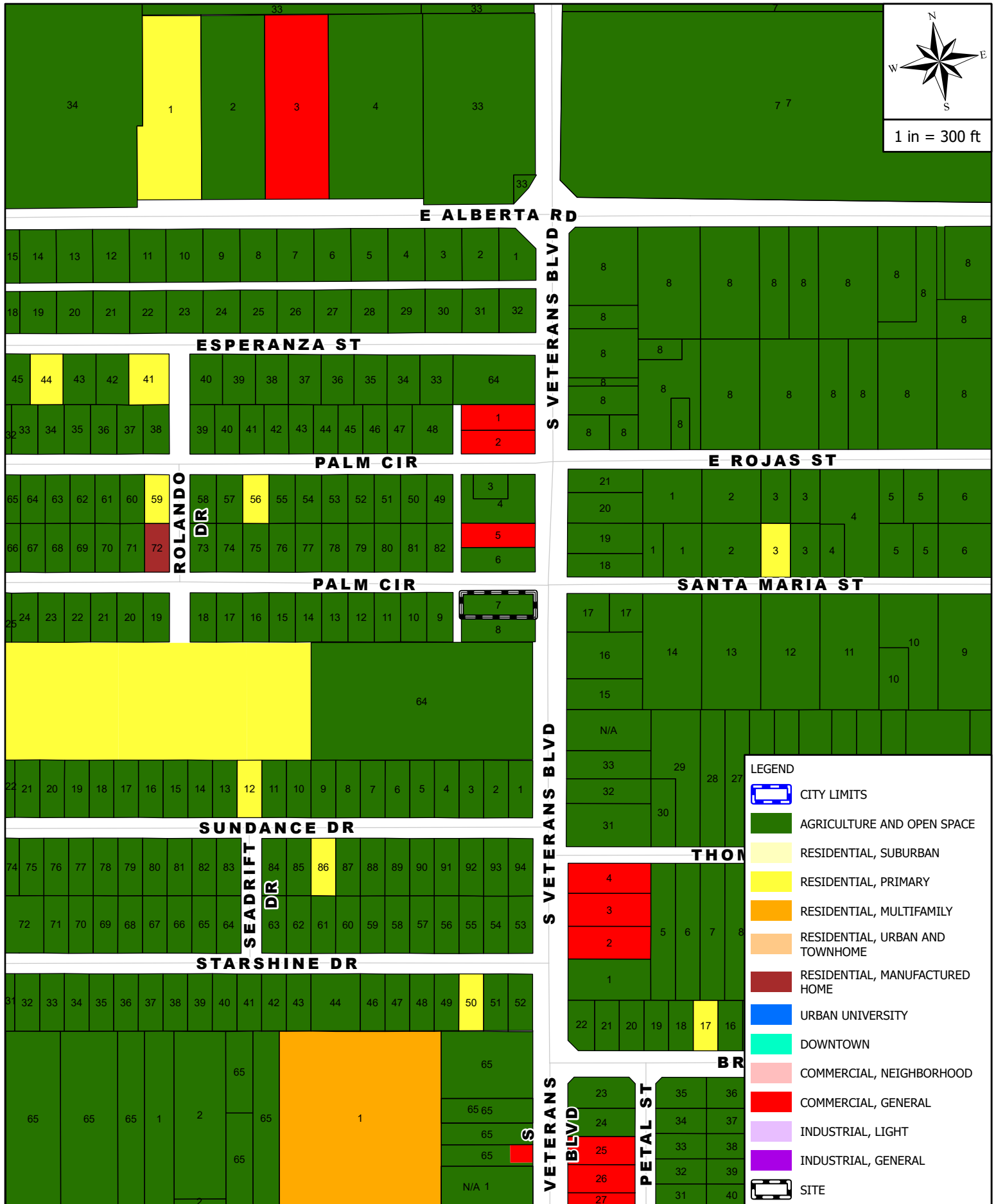
1. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
2. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
3. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
4. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to January 4 , 2027.**
5. The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the On-Premise Consumption of mixed beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, April 10, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 6, 2026.



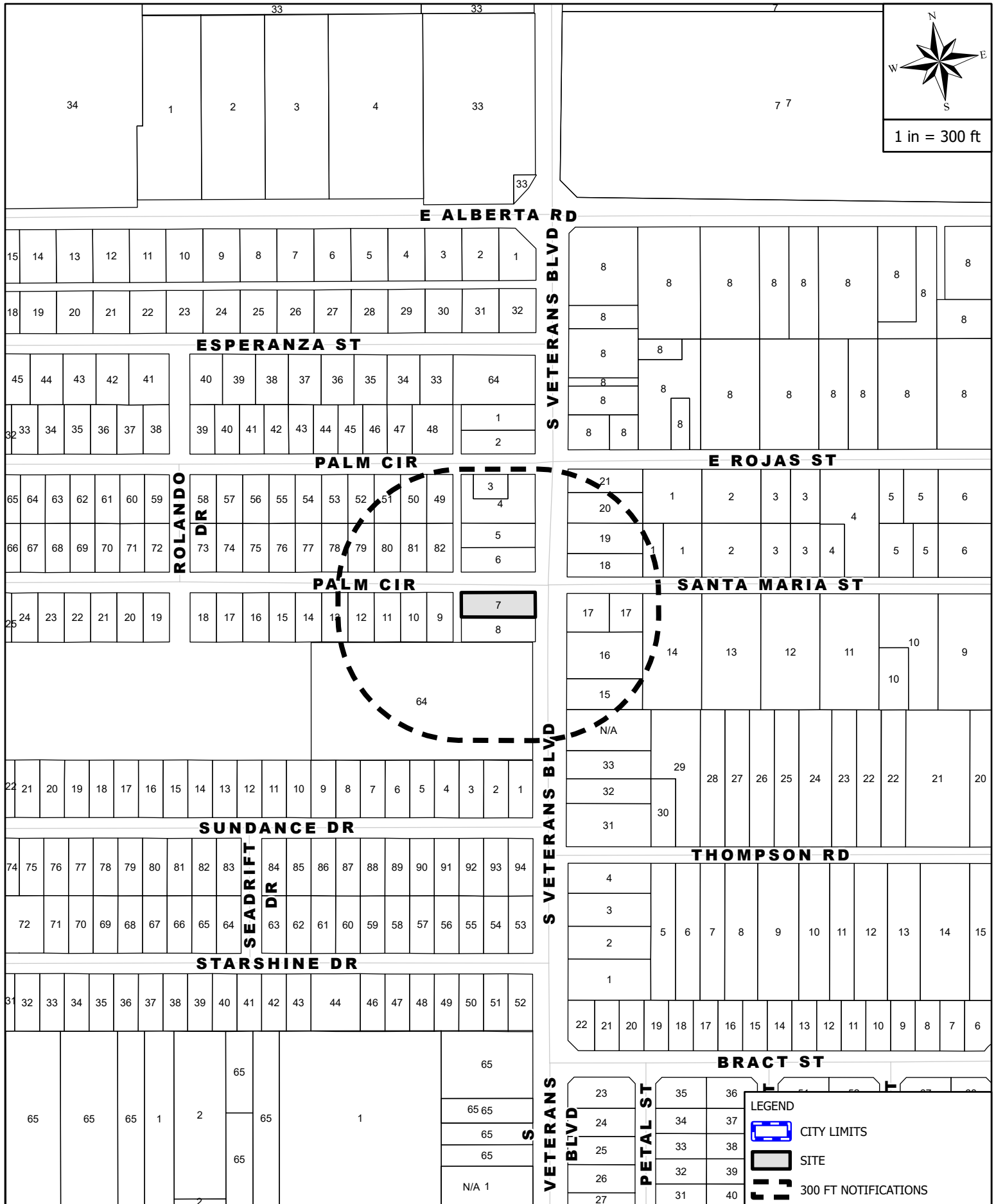


AERIAL MAP
 5203 S VETERANS BLVD



ZONING MAP

5203 S VETERANS BLVD



MAILOUT AND SITE MAP

5203 S VETERANS BLVD

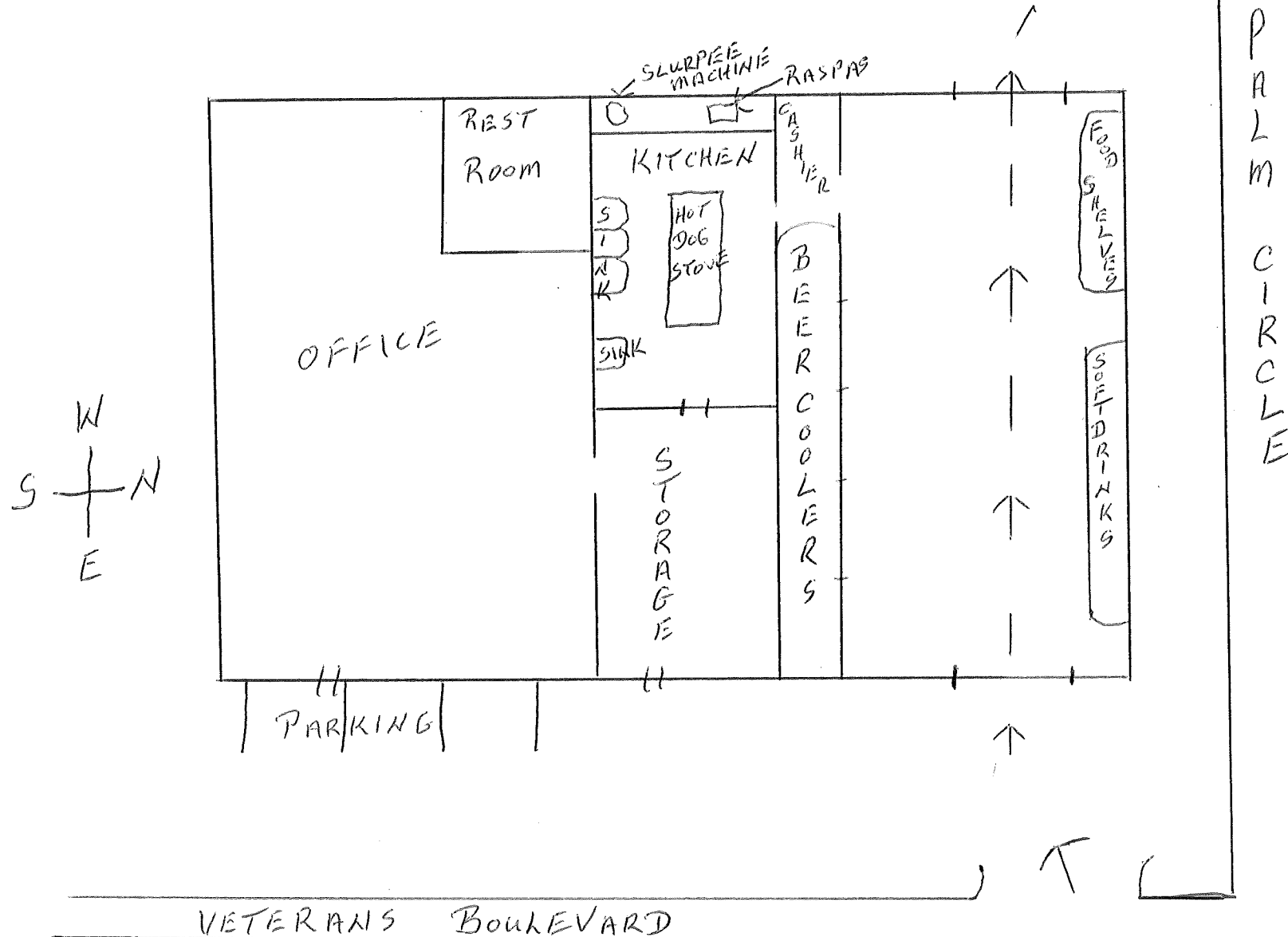


Site Photo

Drama Llama Beer Box, LLC
5203 S. Veterans Blvd.



Drama Llama Drive Thru
5203 S VETERANS BOULEVARD



SITE + FLOOR PLAN

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING ALL OF LOT 7, VILLA DEL MUNDO SUBDIVISION, LOCATED AT 5203 S. VETERANS BLVD, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Drama Llama Beer Box, LLC, has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being All of Lot 7, Villa Del Mundo Subdivision, Located at 5203 S. Veterans Blvd., and

WHEREAS, This type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

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

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

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Hugo Olvera for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being All of Lot 7, Villa Del Mundo Subdivision, Located at 5203 S. Veterans Blvd., with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **January 4, 2027**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to January 4, 2027.**

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of May, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

AWARDING OF BID

Agenda Item No: 11.A.

Reject RFP 2026-011

1. Agenda Item:

Consider Rejecting RFP No. 2026-011, Lease of City of Edinburg Property and Operations of its Drag Strip (Racetrack) At South Texas International Airport at Edinburg. [Tomas D. Reyna, Assistant City Manager]

2. Description:

The City of Edinburg, Texas ("City") solicited a Request of Proposals (RFP) for the Lease of City of Edinburg Property and Operations of its Drag Strip (Racetrack) At South Texas International Airport at Edinburg, in accordance with applicable Texas law, including Chapter 395 of the Texas Local Government Code. The purpose of the RFP is the City of Edinburg ("City") owns and operates South Texas International Airport at Edinburg on which a one hundred fifty-eight (158) acres section of non-aeronautical property ("Premises") is for lease. Located on the property are abandoned pavements configured for quarter-mile drag racing and customer parking. The City is seeking proposals from a qualified organization or individual(s) ("Proposer") to maintain the Premises and operate the Drag Strip. Proposer shall be an active member in good standing with the National Hot Rod Association (NHRA), International Hot Rod Association (IHRA), or other recognized drag racing sanctioning body. The intent of this RFP is to determine the most qualified Proposer who will also operate the Drag Strip to the best benefit of the community and provide revenue to the Airport's fund.

On April 7, 2026, proposals were opened for RFP No. 2026-011, Request for Proposals for Lease of City of Edinburg Property and Operations of its Drag Strip (Racetrack) At South Texas International Airport at Edinburg. The City received two (2) proposals and reviewed the two (2) proposals submitted for the lease, maintenance, and operation of the drag strip located on non-aeronautical property at the South Texas International Airport at Edinburg. After careful evaluation, staff recommends rejecting both proposals, as neither fully meets the qualifications, operational standards, and overall objectives outlined in the RFP. Specifically, the proposals did not sufficiently demonstrate the ability to maximize community benefit, ensure compliance with recognized sanctioning body requirements, and provide a strong, sustainable revenue return to the Airport Fund.

Staff recommends revising the solicitation adding some additional requirements, as needed, and reissuing the RFP to attract more competitive and responsive proposals.

3. Staff's Recommendation:

Reject Request for Proposals (RFP) 2026-011, Request for Proposals for Lease of City of Edinburg Property and Operations of its Drag Strip (Racetrack) At South Texas International Airport at Edinburg and re-solicit with the added requirements as needed.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

A. RFP No 2026-011

REQUEST FOR PROPOSAL

2026-011

REQUEST FOR PROPOSALS FOR LEASE OF CITY OF EDINBURG PROPERTY AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

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



RELEASE DATE: March 18, 2026

DEADLINE FOR QUESTIONS: March 27, 2026

RESPONSE DEADLINE: April 7, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR PROPOSAL
REQUEST FOR PROPOSALS FOR LEASE OF CITY OF EDINBURG PROPERTY
AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS
INTERNATIONAL AIRPORT AT EDINBURG

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

Attachments:

B - Rules for Electronic Bidding

1. Introduction

1.1. Summary

City of Edinburg ("City") owns and operates South Texas International Airport at Edinburg on which a one hundred fifty-eight (158) acres section of non-aeronautical property ("Premises") is for lease. Located on the property are abandoned pavements configured for quarter-mile drag racing and customer parking. The City is seeking proposals from a qualified organization or individual(s) ("Proposer") to maintain the Premises and operate the Drag Strip. Proposer shall be an active member in good standing with National Hot Rod Association (NHRA), International Hot Rod Association (IHRA), or other recognized drag racing sanctioning body. The intent of this RFP is to determine the most qualified Proposer who will also operate the Drag Strip to the best benefit of the community and provide revenue to the Airport's fund.

1.2. Background

The City of Edinburg owns and operates the South Texas International Airport at Edinburg (KEBG), a public-use general aviation airport that serves as an important transportation, economic development, and regional activity hub for the Rio Grande Valley. The Airport supports a wide range of aviation, commercial, industrial, and recreational activities that contribute to the City's long-term growth and strategic vision.

Located on Airport property is an existing dragstrip/racetrack facility (the "Facility") that has historically been used for organized drag racing, community events, and controlled motorsports activities. The Facility represents a unique recreational asset with the potential to attract regional visitors, promote tourism, support local business activity, and provide a safe and controlled environment for motorsports enthusiasts.

The City seeks to enhance the operation, maintenance, and programming of the dragstrip through a qualified and experienced private Operator. The intent of this Request for Proposals (RFP) is to solicit proposals from firms or individuals capable of managing and operating the Facility in a safe, financially responsible, and community-oriented manner while maintaining compatibility with ongoing airport operations and complying with all applicable Federal Aviation Administration (FAA), State of Texas, and local regulations.

The selected Operator will be expected to:

- Provide professional day-to-day management and operation of the dragstrip
- Maintain the Facility in a safe, clean, and fully functional condition
- Promote organized racing events, community activities, and regional competitions
- Ensure compliance with aviation safety requirements and airport operational standards
- Operate under a financially sustainable business model
- Carry appropriate insurance and risk management practices

- Coordinate closely with the City and Airport Administration

The City's goal is to establish a long-term partnership that activates the Facility, increases regional visibility, enhances economic impact, and provides safe, well-managed motorsports entertainment for the community.

1.3. Contact Information

Project Contact:

Tomas Reyna

Assistant City Manager

415 W. University Dr.

Edinburg, TX 78539

Email: treyna@cityofedinburg.com

Phone: [\(956\) 388-8207](tel:(956)388-8207)

Procurement Contact:

Lorena Fuentes

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: lfuentes@cityofedinburg.com

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

Department:

City Manager

Department Head:

Myra Ayala

City Manager

1.4. Timeline

Release Project Date	March 18, 2026
Question Submission Deadline	March 27, 2026, 5:00pm
Proposal Submission Deadline	April 7, 2026, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for REQUEST FOR PROPOSALS FOR LEASE OF CITY OF EDINBURG PROPERTY AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG.

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

3:00 pm, Tuesday, April 7, 2026.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, April 7, 2026.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2026-011" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2026-011

If you have any questions or require additional information contained the RFP, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, March 27, 2026.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: REQUEST FOR PROPOSALS FOR LEASE OF CITY OF EDINBURG PROPERTY AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, 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.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent 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.

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for REQUEST FOR PROPOSALS FOR LEASE OF CITY OF EDINBURG PROPERTY AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service 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.

INDEMNIFICATION CLAUSE

The Respondent 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 Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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 Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent 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 respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

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.

RIGHT TO 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.

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.

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

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, 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.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:<https://procurement.opengov.com/portal/cityofedinburg> and obtain clarification by addendum prior to submitting any RFP. 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 thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent'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 respondent to receive any such addendum or interpretation shall not relieve such Respondent 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>

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. 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 whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP 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 shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, 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.

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.

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. LEASE OF CITY OF EDINBURG PROPERTY AND OPERATION OF ITS DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

Scope of Services

The selected Proposer shall maintain and manage the Premises and maintain, manage and operate its drag strip / racetrack facilities operations and events ensuring compliance with all sanctioning body's applicable rules & regulations, equipment requirements, and industry & City safety standards, providing sufficient qualified and trained staff, manage events and advertisements, provide required financial reporting prescribed by the City, and pay to the City revenue sharing, fees, charges, and rents on a monthly basis *net 30 days*.

1. Premises. One hundred fifty-eight acres including the Drag Strip (abandoned taxiway), spectator viewing area along the racetrack, one access portal to the property from US281/I-69C, abandoned runway pavement to be used for spectator vehicle parking.

The following improvements are included with the Premises:

- Quarter-mile asphalt track
- Control Tower in its current condition
- Two (2) Spectator Seating Bleachers
- Two (2) Ticket Booths
- One (1) Concession Stand

Premises/Drag Strip DOES NOT include the following assets currently on site, but the awarded Proposer should provide similar assets or if possible enter into an agreement with their current owner to provide them along the Drag Strip:

- Compulink Timing System – Compulink main computer with TURE WIN Race Program, two data display monitors, One Announcer Monitor, two race results printers, one scoreboard interface, one Christmas Tree interface, one Compulink Christmas Tree, all downtrack infrared photocells, (from start to finish), all wiring and connections meeting Compulink specifications along and across the racetrack, One Qualifying Terminal.
- Bleachers - 15 Sets accommodating 2,320 seating capacity
- Bottom Section Track Guardrail – 5,400 Linear Feet Long including Safety Rails in Gas Station Area.
- Office Building – 512 SF, two office areas, one storage area, one lobby, one full bath, one water heater, A/C Unit and office desks.

- Control Tower Equipment – One (1) Sound Equipment, Two (2) microphones, One (1) FM Radio Station Transmitter Unit, One (1) Window A/C Unit, Storage Area (below) overhead coiling door.
- E.T. Booth – One (1) 10,000 Pound Weight scale with Concrete Pad.
- VHT Applicator Cart
- Gas Station Infrastructure (Tanks Not Included)
- Three (3) 1,000-gallon Tanks
- Track Preparation Equipment – One Buffalo Turbine Jet Blower, One Billy Goat Blower, One Butane Tank and Burner
- Warehouse / Shop 416 SF – Tools, Mobile Fire Suppression System, CO², Powder and Water Fire Extinguishers, Two (2) Exterior Roof Canopies, Concrete Pad.
- Fencing – Wood & Metal fencing, Metal Gates.
- Pitside Ticket Booths.

Proposer awardee will be required to constantly maintain and operate respectively the entirety of the Premises outlined in Exhibit “A” because of its adjacency to the Airport’s air operations area. Proposer awardee will have no other access to any City/Airport property outside of the Exhibit A area and is especially prohibited from entering the air operations area for any reason.

2. Shared Premises.

A. The City reserves the right to use the premises, or authorize the use of the premises to another party, when there is no event scheduled at the Drag Strip.

3. Agreement. Any subsequent agreement resulting from this RFP shall be carried out under a separate accord between the City and Proposer awardee. The City reserves the right to negotiate with any respondent to ensure that the City enters into the best possible contract benefitting itself and the public.

4. Insurances. In addition to other requirements, the operator will be required to carry insurance policies that meet City requirements and name City of Edinburg as an additional insured on such policies.

A. Must adhere to drag racing sanctioning body’s prescribed insurance standards,

a. Wavier and Release From Liability

With respect to racing events at drag racing sanctioning bodies’-associated venues, the track operator must maintain a guaranteed system of regularly secured signed Waiver and Release forms from all participants allowed to enter restricted areas and to prevent restricted area credentials from being issued before participants have properly signed and executed the Waiver and Release form. For minor participants drivers (under eighteen (18) years of age) the member

track must have a system to secure Minor Waiver and Release forms signed by the parent(s) or legal guardian(s) of each minor participant driver.

b. Where used, the policy must include the following definitions:

Restricted area may not be more inclusive than the advance staging area, burn out area, competition area, shut down area, staging lanes, return road area, and any other area with barriers, fences, and/or structures separating the general public from the racing activities, and which requires special authorizations, credentials, or permission to enter, or any area where the general public is restricted or prohibited. The definitions of the above terms are as follows:

1. Advanced staging area – means the area between the staging lanes and the burnout area.
2. Burnout area – means the area between the advance staging area and the competition area where participants conduct the usual preparation and testing of racing vehicles immediately preceding a racing event.
3. Competition area – means the racing surface beginning at the starting line and ending line at the finish line.
4. Shut down area – means the area located between the finish line and return road area.
5. Return road area – means the area where the racing vehicles exit the shut down area and proceed to the pit area.
6. Pit area – means the area used to register the participants and prepare the racing vehicles for competition.

The *participants* definition should be defined to include racing vehicle drivers, mechanics, crew members, pit persons, officials of the race event, announcers, ambulance crews, wrecker truck crews, new persons, photographers, pit gate workers, motor sport event promoters, and all other persons involved in the actual event, other than members of the general public.

B. Participant Accident Insurance – This is coverage for participants in drag racing events and includes excess Accident Medical Insurance, Accidental Death and Dismemberment Insurance and Weekly Accident Disability Benefits.

a. Participant Accident Insurance or approved Self-Insurance must contain the following minimum coverage, conditions and terms:

- \$100,000 Accidental Death & Dismemberment Benefit to individual participants injured at NHRA, IHRA, or sanctioning body member tracks (no deductible paid by the participant).
- \$150,000 Blanket Accident Medical Expense benefit on an Excess or Primary basis to individual participants injured at NHRA, IHRA, or sanctioning body member tracks (no deductible paid by the participant).
- \$1000 Weekly Disability benefits payable up to 52 weeks.

b. The policy must feature at least the coverages and benefits outlined and must at a minimum include all coverages provided by the drag racing sanctioning body's Catastrophic Accident Policy, a copy of which is available from NHRA, IHRA, or recognized sanctioning body:

- Coverage for all participants with no licensing or age restrictions.
- No jet truck exclusion.
- No suspension of insurance clause.
- \$5,000 benefit for loss of sight in one eye, loss of a limb, or loss of use of one limb.
- Tuning and Testing benefits at the same minimum NHRA, IHRA, or recognized sanctioning body Member Track Medical and AD&D limits.

5. FAA and Airport Compliance Requirements

The Drag Strip Operator (Operator) shall comply with all applicable Federal Aviation Administration (FAA) regulations, Airport Minimum Standards, Grant Assurances, and all rules governing operations at South Texas International Airport at Edinburg. The Operator acknowledges that the Racetrack is located on Airport property and agrees to operate in a manner that does not interfere with aviation operations, airspace safety, or Airport security.

Operator shall not enter or permit any person, vehicle, or equipment to enter the Air Operations Area (AOA) without prior written authorization from the Airport Director. Any approved access must comply with TSA, FAA, and Airport security training, badging, and escort requirements.

Operator shall ensure that all lighting, structures, temporary installations, or event-related equipment comply with FAA obstruction standards and shall not create hazards to navigable airspace and aircraft operations. Operator, participant or attendee shall be prohibited from operating any boom, crane, manlift, bucket truck, portable tower, aerial platform or similar equipment or appurtenance from exceeding forty-five feet (45ft) above ground level. Operator, participant, or attendee shall be prohibited from conducting or allowing any pyrotechnics, fireworks, aerial mortars, or any similar or incendiary displays. Operator, participant, or attendee shall be prohibited from operating searchlights or conducting any type of laser light show. Operator, participant, or attendee shall be prohibited from operating any Unmanned Aerial System, Unmanned Aerial Vehicle, drone, aerial camera, balloon, aerostat, or similar aerial devices without Operator obtaining specific advance permission from the Airport Director. The City reserves the right to require removal or modification of any structure or activity that may impact aviation safety.

Operator shall comply with all federal, State of Texas, City, drag racing sanctioning body's environmental rules and regulations, and Airport environmental rules, regulations, best management practices, Storm Water Pollution Prevention Program, and Spill Prevention Control and Countermeasures, pertaining to fuel handling, petroleum, oil, and lubricants handling, in-house spill prevention and stormwater protection programs, and hazardous material management. Any fuel storage, chemicals, or regulated materials must be properly stored, reported, and managed in accordance with federal, state, City of Edinburg Fire Marshal's Office, and Airport environmental policies.

Operator shall coordinate all major events with Airport Administration to ensure compatibility with Airport operations, emergency response readiness, and safety planning. The City reserves the right to suspend or modify operations if aviation safety or regulatory compliance is at risk.

Request for Proposals.

The Request for Proposal should include a transmittal letter signed by an individual having the authority to negotiate and sign agreements on behalf of the organization or individual(s). Proposals should contain no more than forty five (45) pages of material and shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and tabs with each section title. Pages should be numbered for reference. The Request for Proposal should include the following information:

A. Operation of Drag Strip (Racetrack). A written statement outlining the proposed plan for operation of the Drag Strip (Racetrack). The respondent must demonstrate they have the ability, full staff fully trained and qualified, financial resources, federal tax identification number, state comptroller-issued identification number, and drag racing sanctioning body membership to operate the Drag Strip (Racetrack).

B. Qualifications and Experience. Respondent entity/corporate qualifications and experience including at other sanctioned drag strip/racetrack operations and locations, and principles' professional biographies including qualifications and experience with drag strip/racetrack operations.

C. Revenue Sharing. Respondent's proposal for revenue sharing with the City in addition to the monthly rent.

D. Financial Plan. Respondent's financial plan for operation of the Drag Strip (Racetrack). Respondent must demonstrate their understanding of the economic responsibilities, liabilities and assets related to operating and maintaining all aspects of the Drag Strip (Racetrack).

E. Relocation of Drag Strip (Racetrack). The Respondent's plan for relocation of the Drag Strip (Racetrack) off of Airport property as presumed per the Airport's 2019 ALP Update. Respondent's plan should include a time line for phasing the Drag Strip (Racetrack) off Airport property, provide a financial plan for relocating the improvements, and show the ability of respondent to muster broad community support for the move and show respondent's innovation to provide for sustainability of the Drag Strip (Racetrack) over the long term.

F. Insurance. A letter from Respondent's insurance company stating that insurance will be provided in the manner and minimums required by the City

G. References. Three (3) references include name, title, address, and phone number of reference. The references should include one that can confirm financial ability (i.e., bank, credit union, accountant) to carry out the operation and two that can confirm professional and technical ability to carry out these activities.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. *Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. *Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. *Please fill out and sign HB 89 and upload here**

HB 89

(35) 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

Please download the below documents, complete, and upload.

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

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, 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.

Please download the below documents, complete, and upload.

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

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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.

Please download the below documents, complete, and upload.

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

*Response required

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

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

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

*Response required

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

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/data/forms/conflict/CIQ.pdf>

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

5.4.10. *Draft Agreement*

Please download the below documents. *No response is required; for reference only.

- [Draft Agreement Racetrack O...](#)

6. Pricing Proposal

PRICING PROPOSAL OF THE DRAG STRIP (RACETRACK) PROPERTY

The Property is roughly 6,200 acres in total, that will need to be maintained and rented.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG - Per Acre for a Total amount per Month.	158	Per Acre		
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Respondent's plan for operation and maintenance of the Drag Strip (Racetrack). Respondents shall provide a clear and concise narrative describing their proposed plan for the operation and maintenance of the Drag Strip facility located at the South Texas International Airport at Edinburg. The plan should outline how the Respondent will safely manage day-to-day operations, schedule and promote racing events, ensure regulatory compliance, and coordinate with Airport Administration. The maintenance component should describe routine and preventive maintenance procedures for the racing surface, safety barriers, lighting, staging areas, spectator areas, parking, and related infrastructure. Respondents should also address staffing, safety protocols, emergency response coordination, risk management, and procedures for maintaining a clean and professional facility. The City expects the selected Operator to demonstrate a structured, proactive, and financially sustainable approach that prioritizes public safety, asset preservation, and compatibility with airport operations.	0-100 Points	20 (20% of Total)

2.	Respondent's qualifications and experience with Drag Strip (Racetrack) operations. Respondents shall provide a brief summary of their qualifications and relevant experience in the operation, management, and maintenance of drag strip or motorsports facilities. The response should identify prior or current facilities operated, years of experience, types of racing events managed, and demonstrated ability to operate in a safe, compliant, and financially responsible manner. Respondents should also highlight key personnel, organizational capacity, safety record, experience with event promotion, and familiarity with applicable regulatory requirements. The City seeks an Operator with proven experience, sound operational practices, and the ability to successfully manage a public-facing motorsports facility.	Points Based	20 (20% of Total)
3.	The guaranteed revenue return to the Airport. Respondents shall clearly describe the guaranteed revenue to be paid to the Airport for the operation of the Drag Strip facility. The proposal should specify the form of compensation, which will include the fixed annual or monthly lease payment for the Premises prescribed by City of Edinburg, plus a percentage of gross revenues. Respondents should also outline the proposed payment schedule, reporting procedures, and any revenue escalation offered over time. The City seeks a financially sound and sustainable revenue structure that ensures a dependable minimal return to the Airport Fund while supporting long-term, successful care of the Premises and operation of the racetrack.	Points Based	20 (20% of Total)

4.	Financial ability of the respondent to operate and maintain the Drag Strip (Racetrack) Respondents shall provide a brief description of their financial capacity to successfully operate and maintain the Drag Strip facility. The response should demonstrate sufficient financial resources, working capital, and operational funding to support day-to-day operations, staffing, maintenance, insurance, and event programming. Respondents may include evidence such as financial statements, banking references, proof of available capital, or other documentation that confirms their ability to sustain operations and meet contractual obligations. The City seeks an Operator with stable financial standing and the ability to maintain the Facility in a safe and professional manner throughout the term of the agreement.	Points Based	20 (20% of Total)
5.	Respondent's plan for relocation of the Drag Strip (Racetrack) off Airport property. Respondents shall provide a brief description of their proposed approach for the orderly relocation of drag strip operations in the event the City elects to lease or repurpose the Airport property in the future. The response should outline how the Respondent would coordinate with the City to transition operations, minimize disruption, and safely decommission or relocate equipment, improvements, and activities. The plan should address timelines, site restoration (if applicable), handling of infrastructure and assets, and continuity of operations. The City seeks a cooperative and flexible approach that protects public interests, preserves Airport operations, and ensures an organized transition if relocation becomes necessary.	Points Based	10 (10% of Total)

6.	Respondent's ability to procure insurance that meets the City's and Drag Racing sanctioning body's requirements. Respondents shall provide a brief statement confirming their ability to obtain and maintain insurance coverage that meets or exceeds the City's requirements for the operation of the Drag Strip facility. The response should indicate the types of coverage available (such as general liability, property, workers' compensation, and event insurance), the Respondent's history of maintaining insurance, and their ability to name the City and Airport as additional insureds. The City seeks assurance that the selected Operator can secure appropriate insurance coverage to protect public assets, manage risk, and comply with all contractual and regulatory requirements.	Points Based	10 <i>(10% of Total)</i>
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.A.

Resolution: Cultural Arts District Designation

1. **Agenda Item:**

Consider Resolution Authorizing the City Manager to Submit an Application to the Texas Commission on the Arts for Designation as a Cultural Arts District from The University of Texas Rio Grande Valley Campus to Veterans Boulevard and Execute Application Documents Relating Thereto. [Leticia Leija, Director of Library & Cultural Arts]

2. **Description:**

Staff is seeking approval to apply to the Texas Commission on the Arts for designation as a Cultural Arts District. This designation recognizes communities that demonstrate a strong commitment to the arts as a driver of economic development, cultural preservation, and community vitality.

This application is being submitted in alignment with the 2040 Arts, Culture and Historic Preservation Committee, which has identified the creation of a Cultural Arts District as a priority initiative. The proposed district will span from the University of Texas Rio Grande Valley campus to Veterans Boulevard, an area that is already organically developing as an arts and entertainment corridor. Formal designation will help encourage the growth of art-related businesses and further strengthen this emerging cultural hub.

Purpose:

The Cultural Arts District designation will formally position the City as a regional hub for arts and culture, supporting ongoing efforts to expand programming, strengthen partnerships, and enhance quality of life for residents and visitors.

Benefits:

Designation as a Cultural Arts District provides several key advantages, including:

- **Increased access to grant opportunities:** Designated districts receive priority consideration for certain funding programs through the Texas Commission on the Arts and are more competitive for state, federal, and private arts and cultural grants.
- **Technical assistance and resources:** Access to planning tools, professional development, and statewide networks that support arts-based economic development.
- **Marketing and promotion:** Inclusion in statewide tourism and cultural marketing initiatives, increasing visibility and visitation.
- **Economic development impact:** Supports local businesses, attracts creative industries, and encourages investment in the community.
- **Community engagement:** Strengthens opportunities for public art, cultural programming, and resident participation in the arts.

The Application is due June 15, 2026 and designation would take effect as of September 1, 2026.

There is no fiscal impact on the General Fund Budget, and no matching funds are required for submitting the application.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit an Application for Cultural Arts District Designation from the Texas Commission on the Arts, as requested by the 2040 Arts, Culture & Historic Preservation Committee.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. Resolution Cultural Arts District Designation

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE TEXAS COMMISSION ON THE ARTS FOR
COUNTY OF HIDALGO	§	DESIGNATION AS A CULTURAL ARTS DISTRICT FROM THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY CAMPUS TO VETERANS BOULEVARD
CITY OF EDINBURG	§	AND EXECUTE APPLICATION DOCUMENTS RELATING THERETO.

WHEREAS, the City Council of the City of Edinburg finds it is in the best interest of its residents to submit an application for Designation of a Cultural Arts District; and

WHEREAS, the Texas Commission on the Arts administers the Cultural Arts District designation program to recognize communities with a strong commitment to supporting the arts; and

WHEREAS, the 2040 Arts, Culture and Historic Preservation Committee has identified the establishment of a Cultural Arts District as a priority initiative to further strengthen the City's cultural and economic development efforts; and

WHEREAS, the proposed Cultural Arts District will encompass the area from the University of Texas Rio Grande Valley campus to Veterans Boulevard, an area that is already emerging as an arts and entertainment corridor; and

WHEREAS, formal designation of this district will encourage the growth of art-related businesses, attract creative industries, and enhance the City's identity as a regional hub for arts and culture; and

WHEREAS, designation as a Cultural Arts District will provide increased access to grant opportunities, technical assistance, marketing and promotional support, and expanded opportunities for community engagement through the arts; and

WHEREAS, the City of Edinburg designates the City Manager as the City's authorized official, and the authorized official is given the power to apply for, accept, alter, terminate and execute any and all 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 supports the proposed Cultural Arts District boundaries extending from the University of Texas Rio Grande Valley campus to Veterans Boulevard and recognizes its importance in fostering arts-based economic development and cultural growth.

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 21st day of May, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Benito Alonzo
Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.B.

Resolution: Grant Application USDOT Vision Zero Plan

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, Under the Fiscal Year 2026 Safe Streets and Roads for All Grant Program, and to Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The U.S. Department of Transportation announced the solicitation of grant applications for the Fiscal Year 2026 Safe Streets and Roads for All Grant Program (SS4A) on March 27, 2026. The SS4A Grant Program provides funding to improve roadway safety by supporting planning, infrastructure, behavioral and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, and micromobility users, motorists, and commercial vehicle operators.

The Engineering Department seeks funds to create a Vision Zero Comprehensive Safety Action Plan for the City. An Action Plan is a data-driven strategy that aims to eliminate traffic fatalities and serious injuries by redesigning transportation systems to account for human error and prioritize safety. It uses crash data to pinpoint high-risk locations and guide targeted measures, such as safer street designs, lower speed limits, and focused enforcement and education. The goal is to reduce crashes and injuries, improve public health through safer walking and biking, reduce congestion and emissions to create a safer and more livable city for all residents.

The grant request is approximately \$160,000, with a required 20 percent local match of \$40,000, for a total project cost of approximately \$200,000. The matching funds will need to be appropriated through the Engineering Department's Fiscal Year 2026-2027 General Fund Operating Budget, contingent on funding availability.

The deadline to submit the FY 2026 Safe Streets and Roads for All Grant is May 26, 2026. The period of performance to complete the plan varies between one year to five years, and will begin within 12 months of the award announcement, which is anticipated to be by December 2026.

Procurement will adhere to federal and City Procurement Policies, if awarded.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Transportation, under the Fiscal Year 2026 Safe Streets and Roads for All Grant Program, and to Execute Grant Documents Relating Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. FY 2026 Safe Streets for All Resolution

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, UNDER THE
COUNTY OF HIDALGO	§	FISCAL YEAR 2026 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.
CITY OF EDINBURG	§	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the U.S. Department of Transportation, under the Fiscal Year 2026 Safe Streets and Roads for All Grant Program for the development of a Vision Zero Comprehensive Safety Action Plan and,

WHEREAS, the grant requires a 20% local match; 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 U.S. Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the U.S. Department of Transportation in full; and,

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, 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, 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 of Edinburg hereby approves and designates the City Manager, as the City's authorized official for the U.S. Department of Transportation's Fiscal Year 2026 Safe Streets and Roads for All Grant Program, and to 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 21st day of May, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.C.

Resolution: BRIC Grant Program for the Sprague Drainage Crossing Improvements

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Sprague Drainage Crossing Improvements and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. Description:

The Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency announced the solicitation of grant applications for the Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities Grant Program (BRIC) on April 2, 2026. This program provides funds for hazard mitigation activities with the goal of lowering future disaster costs, and prioritizes investment in infrastructure and construction projects that deliver immediate, measurable risk reduction to communities vulnerable to natural hazards.

The City seeks funds for the Sprague Drainage Crossing Improvements. This project consists of replacing and widening the existing bridge on Sprague Street. This capital improvement project will enhance stormwater flow on the recently widened North Main Drain. Sprague Street is scheduled for letting with the RGVMPPO for 2030, pending availability of funds.

The grant request is approximately \$1,200,000, with a required 25 percent local match of \$400,000, for a total project cost of approximately \$1,600,000. The matching funds will need to be appropriated through the Engineering Department's Fiscal Year 2026-2027 General Fund Budget, contingent on funding availability.

The grant deadline is June 1, 2026. The period of performance is three years, anticipated to start by summer 2027, dependent on state and federal timelines.

Procurement will adhere to state, federal, and City Procurement Policies, if awarded.

If not authorized to submit this grant application, the City will miss 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 Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Sprague Drainage Crossing Improvements and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

Reviewed by:

Prepared by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Alicia Carmona, Assistant
City Engineer

Attachments:

- A. FY 2024 & 2025 BRIC Resolution
- B. Sprague Drainage Crossing Improvements - Project Location Map

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS DIVISION OF EMERGENCY
COUNTY OF HIDALGO	§	MANAGEMENT AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE FISCAL YEAR 2024 AND FISCAL YEAR 2025 BUILDING
CITY OF EDINBURG	§	RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT PROGRAM FOR THE SPRAGUE DRAINAGE CROSSING IMPROVEMENTS AND EXECUTE GRANT DOCUMENTS RELATING THERETO.

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Sprague Drainage Crossing Improvements; and,

WHEREAS, the grant requires a 25% local match; 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 Texas Division of Emergency Management and the Federal Emergency Management Agency funds, the City of Edinburg assures that the funds will be returned to the Texas Division of Emergency Management and the Federal Emergency Management Agency in full; and,

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, terminate and execute any and all documents related to 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 of Edinburg hereby approves and designates the City Manager, as the City's authorized official for the Texas Division of Emergency Management and the Federal Emergency Management Agency's Fiscal Year 2024 and Fiscal Year 2025 Building Resilient Infrastructure and Communities (BRIC) Grant Program, and to accept, alter, terminate and execute any and 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 V.T.C.A., Government Code, Section 551.04, on the 21st day of May, 2026.

CITY OF EDINBURG

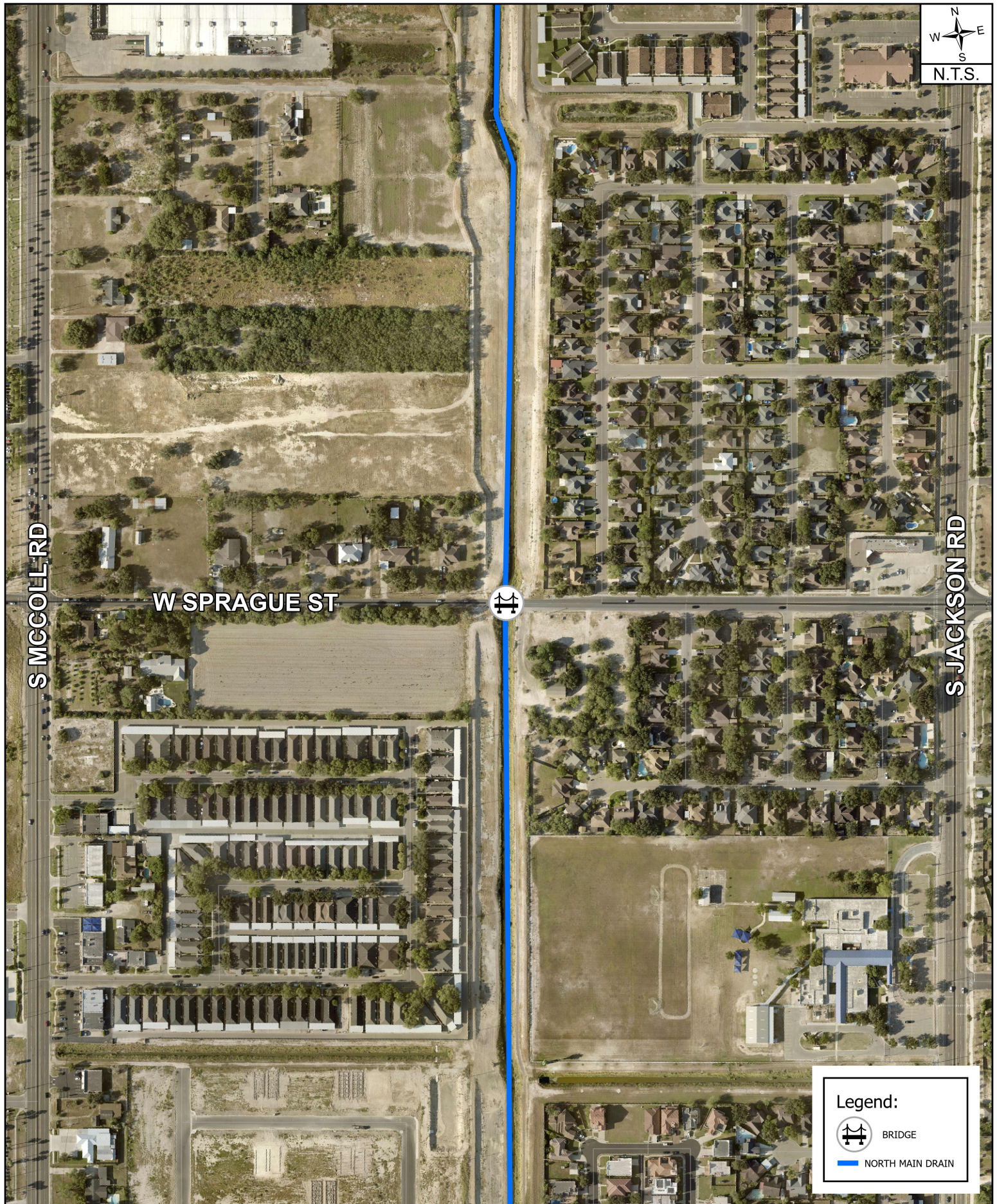
By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney



Legend:

BRIDGE

NORTH MAIN DRAIN



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.D.

Repair of Commercial Metal Containers

1. Agenda Item:

Consider Awarding Bid No. 2026-10, Repair of Commercial Metal Containers to Martin Moreno Paz dba Alliance Containers Services of Dallas, Texas Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

On Tuesday, April 14, 2026, bids were opened for Bid 2026-10, Repair of Commercial Metal Containers. A total of three (3) bids were received and opened. After review and tabulation, Martin Moreno Paz dba Alliance Containers Services was the lowest bidder per unit price.

In alignment with our overall asset replacement and upkeep plan to provide commercial accounts with safe, well-maintained equipment, we have identified an additional 186 commercial metal containers in this fiscal cycle (82 SL 4YD, 29 SL 2YD, 10 SL 3YD, 18 FL 8YD, 42 FL 2YD, and 5 FL 4YD) suitable for refurbishment. Choosing to recondition these units rather than purchasing new inventory delivers an immediate 50% to 60% capital savings and bypasses extensive factory lead times. This strategy ensures seamless compatibility with our existing collection fleet while providing the Department with the immediate capacity needed to sustain service demands.

The overall job entails structural restoration of the floors, sidewalls and fork pockets, along with mechanical & component repairs that involve hinge & pin replacement, wheel/roller service and door realignment. Additionally, it includes the finishing and coating of the container to have proper surface preparation to prevent premature oxidation in high-impact waste environments. Current life expectancy is between three to five years respectively of its location and use. We have found that these tasks will extend the current life use of a metal container by an additional three to five years. Therefore, this practice allows the Department to incur some savings by the reduction of new replacement container purchases.

If approved, projected delivery is expected to be fulfilled as needed after issuance of the Purchase Order.

Staff has verified that no monies are owed to the City by Martin Moreno Paz dba Alliance Containers Services of Dallas, Texas.

Funding originally slated for the purchase of new container inventory is available from the FY 2025-2026 Budget under Solid Waste Management Fund, Supplies, Materials and Small Equipment, Other.

3. Staff's Recommendation:

Approve Awarding Bid No. 2026-10, Repair of Commercial Metal Containers to Martin Moreno Paz dba Alliance Containers Services of Dallas, Texas Based on Unit Prices.

Reviewed by:

Prepared by:

Ramiro Gomez, Director of Solid Waste Management
Tomas Reyna, Assistant City Manager

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Bid Tabulation
- B. Notice to Bidders
- C. Martin Moreno Paz
- D. Mesquite Resources LLP
- E. SERVPRO of Temple & Belton
- F. Bidders List
- G. Agreement



Bid 2026-10 - Repair of Commercial Metal Containers
Opening Date: Tuesday, April 14, 2026

				Martin Moreno Paz	Mesquite Resources LLP	SERVPRO of Temple & Belton
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	Full Refurbishment (Repair, Prime, Paint, New Lids):	1	Per Hour	\$120.00	\$120.00	\$375.00
2	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$200.00	\$2,200.00	\$4,340.00
3	Place New Bottom, New Lids Kit, Grind and Paint for 3yd	1	Per Container	\$200.00	\$2,450.00	\$5,740.00
4	Place New Bottom, New Lids Kit, Grind and Paint for 4yd	1	Per Container	\$200.00	\$3,000.00	\$7,140.00
5	Place New Bottom, Lids, Pocket Repair & Paint for 6yd	1	Per Container	\$250.00	\$3,600.00	\$8,540.00
6	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 8yd	1	Per Container	\$250.00	\$4,600.00	\$9,940.00
7	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 10yd	1	Per Container	\$275.00	\$5,400.00	\$12,600.00
8	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$200.00	\$2,200.00	\$4,340.00
9	Floor Replacement only (Labor Only):	1	Labor Only	\$120.00	\$1,250.00	\$3,498.00
10	Standard Labor Rate (Certified Welding):	1	Per Hour	\$120.00	\$120.00	\$250.00
11	Pick-up and Delivery Fee (Round Trip):	1	Per Load	\$0.00	\$225.00	\$3,920.00
12	New Unit Fabrication (Roll-Off):	1	Per 20 Yard Unit	\$4,000.00	\$19,800.00	\$14,700.00
13	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$5,000.00	\$24,500.00	\$18,900.00
14	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$5,000.00	\$30,500.00	\$18,900.00

REQUEST FOR BIDS
2026-10
REPAIR OF COMMERCIAL METAL CONTAINERS

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



RELEASE DATE: March 25, 2026
DEADLINE FOR QUESTIONS: April 2, 2026
RESPONSE DEADLINE: April 14, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS
Repair of Commercial Metal Containers

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

Attachments:

B - Rules for Electronic Bidding

1. Introduction

1.1. [Summary](#)

You are invited to submit a sealed bid for the purchase of Repair of Commercial Metal Containers as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. [Contact Information](#)

Project Contact:

Deyra Marquez

purchasing clerk

8601 Jasman Rd

Edinburg, TX 78541

Email: swmpurchasing@cityofedinburg.com

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

Procurement Contact:

Lorena Fuentes

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: lfuentes@cityofedinburg.com

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

Department:

Solid Waste

Department Head:

Ramiro Gomez

Solid Waste Director

1.3. [Timeline](#)

Release Project Date	March 25, 2026
Question Submission Deadline	April 2, 2026, 3:00pm
Proposal Submission Deadline	April 14, 2026, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Repair of Commercial Metal Containers.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, April 14, 2026.

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, April 14, 2026

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. 2026-10" 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 Thursday, April 2, 2026.

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 Repair of Commercial Metal Containers 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 Repair of Commercial Metal Containers as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the 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. SECTION 1: ADMINISTRATIVE & LEGAL COMPLIANCE

- **Contract Scope:** Provide all labor, materials, and equipment for the fabrication of new units and the "like new" refurbishment of existing inventory. This is a unit price bid; the city will assign quantities based on funding allocation or availability.
- **Experience:** Bidders must provide three (3) references for contracts performed within the last five (5) years.
- **Warranty:** Minimum **90-day warranty** on all structural repairs and a **1-year warranty** on new fabrication against material defects [ANSI Z245.30-2026].

4.2. SECTION 2: TECHNICAL RE-FABRICATION SPECIFICATIONS (REPAIRS)

Repairs are defined as "Re-fabrication" when structural integrity is compromised. All work must restore the container to its original ANSI Z245.60 dimensional specifications.

2.1. Structural Restoration Protocols

- **Floor Replacement (The "Cut-Out" Method):** Deteriorated floors must be entirely removed. "Skinning over" or welding new metal over old, rusted metal is prohibited.
 - **Roll-Offs:** Replace with **7-gauge (0.1793")** A36 steel.
 - **Front/Side Loaders:** Replace with **10-gauge (0.1345")** A36 steel.
- **Sidewall Re-fabrication:** Rusted sections must be cut back to "clean" metal. New patches must be **butt-welded** or overlap by 2 inches and be **continuously welded** on the interior to ensure the unit remains watertight.
- **Fork Pocket Reconstruction (Front-Load):** Front-load pockets must be reinforced with **3/16" steel taco gussets** and 4-way flared openings to accommodate 2026 model truck forks.

2.2. Mechanical & Component Repairs

- **Hinge & Pin Replacement:** Hinge ears must be straightened or replaced with 1/4" steel plate. Hinge pins must be cold-rolled steel, secured with heavy-duty cotter pins.
- **Wheel/Roller Service:** All roll-off rollers must be removed, axles inspected for scoring, and replaced if diameter is reduced by >10%. New rollers must include integrated **grease zerks**.
- **Door Realignment:** Roll-off rear doors must be squared to the frame. Gaskets (if applicable) must be replaced with oil-resistant neoprene.

4.3. SECTION 3: FINISHING & COATING SPECIFICATIONS

Proper surface preparation is mandatory to prevent premature oxidation in high-impact waste environments.

- **Surface Prep:** All units must be sandblasted or grit-blasted to **SSPC-SP6 (Commercial Blast)** standards.
- **Primer:** One coat of high-solids, rust-inhibitive **Modified Alkyd Primer** (min. 1.5 mil dry thickness).
- **Topcoat:** Two coats of **Industrial High-Gloss Enamel** (min. 2.0 mil dry thickness).

Safety Labeling: Per [ANSI Z245.30-2026](#), all re-fabricated units must receive new three

4.4. SECTION 4: NEW FABRICATION STANDARDS

New units manufactured under this contract must meet or exceed these material benchmarks:

Container Component	Front/Side Load Specification	Roll-Off Specification
Floor Metal	10-gauge A36 Steel	7-gauge A36 Steel
Side Metal	12-gauge A36 Steel	10-gauge A36 Steel
Main Rails	N/A	6" x 2" x 1/4" Structural Tubing
Top Rail	3" x 3" x 3/16" Tubing	4" x 3" x 3/16" Tubing
Welding Type	Continuous MIG (Internal)	Continuous MIG (Int/Ext)

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. Required Forms

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

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.2.3. *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

5.2.4. *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

5.2.5. *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

5.2.6. *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

5.2.7. *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

5.2.8. *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

5.2.9. *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

5.2.10. *Draft Agreement*

Please download the below draft agreement. *No response required; for reference only.

- [Repair of Commercial Metal ...](#)

6. Pricing Proposal

SECTION 5: PRICE SCHEDULE (ITEMIZED)

Bidders must submit pricing for the following line items:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Full Refurbishment (Repair, Prime, Paint, New Lids):	1	Per Hour		
2	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container		
3	Place New Bottom, New Lids Kit, Grind and Paint for 3yd	1	Per Container		
4	Place New Bottom, New Lids Kit, Grind and Paint for 4yd	1	Per Container		
5	Place New Bottom, Lids, Pocket Repair & Paint for 6yd	1	Per Container		
6	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 8yd	1	Per Container		
7	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 10yd	1	Per Container		
8	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container		
9	Floor Replacement only (Labor Only):	1	Labor Only		
10	Standard Labor Rate (Certified Welding):	1	Per Hour		
11	Pick-up and Delivery Fee (Round Trip):	1	Per Load		
12	New Unit Fabrication (Roll-Off):	1	Per 20 Yard Unit		
13	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit		
TOTAL					



City of Edinburg
Solid Waste

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

[MARTIN MORENO PAZ] RESPONSE DOCUMENT REPORT

NTB No. 2026-10

[Repair of Commercial Metal Containers](#)

RESPONSE DEADLINE: April 14, 2026 at 3:00 pm

Report Generated: Thursday, April 30, 2026

Martin Moreno Paz Response

CONTACT INFORMATION

Company:

Martin Moreno Paz

Email:

alliancecontainersvc@gmail.com

Contact:

Martin Moreno

Address:

1211 Brookmere Dr
Dallas, TX 75216

Phone:

N/A

Website:

<https://www.alliancecontainerservices.com/>

Submission Date:

Apr 8, 2026 12:30 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Pass

Please upload a copy of your Certificate of insurance here.

City_of_Edinburg_COI.pdf

Auto_Liability_-_City_of_Edinburg.pdf

Workers_Comp_City_of_Edinburg.PDF

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM_(1).pdf

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

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Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST_(1).pdf

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

Pass

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

SENATE_BILL_13_VERIFICATION_(1).pdf

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

Pass

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

- 1) does not boycott Israel; and

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

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

HOUSE_BILL_89_VERIFICATION.pdf

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

Pass

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

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

SENATE_BILL_19_VERIFICATION.pdf

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

Pass

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

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

affidavit.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Form_CIQ_(Conflict_of_Interest_Questionnaire).pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*

Pass

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

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

No

DRAFT AGREEMENT

Pass

Please download the below draft agreement. *No response required; for reference only.

- [Repair of Commercial Metal ...](#)

STATE_OF_TEXAS.pdf

PRICE TABLES

SECTION 5: PRICE SCHEDULE (ITEMIZED)

Bidders must submit pricing for the following line items:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Full Refurbishment (Repair, Prime, Paint, New Lids):	1	Per Hour	\$120.00	\$120.00
2	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$200.00	\$200.00
3	Place New Bottom, New Lids Kit, Grind and Paint for 3yd	1	Per Container	\$200.00	\$200.00
4	Place New Bottom, New Lids Kit, Grind and Paint for 4yd	1	Per Container	\$200.00	\$200.00
5	Place New Bottom, Lids, Pocket Repair & Paint for 6yd	1	Per Container	\$250.00	\$250.00
6	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 8yd	1	Per Container	\$250.00	\$250.00
7	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 10yd	1	Per Container	\$275.00	\$275.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$200.00	\$200.00
9	Floor Replacement only (Labor Only):	1	Labor Only	\$120.00	\$120.00
10	Standard Labor Rate (Certified Welding):	1	Per Hour	\$120.00	\$120.00
11	Pick-up and Delivery Fee (Round Trip):	1	Per Load	\$0.00	\$0.00
12	New Unit Fabrication (Roll-Off):	1	Per 20 Yard Unit	\$4,000.00	\$4,000.00
13	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$5,000.00	\$5,000.00
14	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$5,000.00	\$5,000.00
TOTAL					\$15,935.00



City of Edinburg
Solid Waste

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

[MESQUITE RESOURCES LLP] RESPONSE DOCUMENT REPORT

NTB No. 2026-10

[Repair of Commercial Metal Containers](#)

RESPONSE DEADLINE: April 14, 2026 at 3:00 pm

Report Generated: Thursday, April 30, 2026

Mesquite Resources LLP Response

CONTACT INFORMATION

Company:

Mesquite Resources LLP

Email:

ggzz76@icloud.com

Contact:

Gilberto Gonzalez

Address:

1042 N Cesar Chavez
Alamo, TX 78516

Phone:

(956) 588-8511

Website:

N/A

Submission Date:

Apr 13, 2026 11:59 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Pass

Please upload a copy of your Certificate of insurance here.

City_of_Edinburg_COI.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

04092026_COMPANY_PROVIDING_PROPOSAL_GENERAL_QUESTIONNAIRE_(Full,.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

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Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

04092026_LITIGATION_DISCLOSURE_FORM.pdf

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

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- [CONFLICT OF INTEREST.pdf](#)

04092026_DISCLOSURE.pdf

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

Pass

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

04092026_SENATE_BILL_13_VERIFICATION.pdf

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

Pass

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

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

04092026_HOUSE_BILL_89_VERIFICATION.pdf

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

Pass

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

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
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- [SENATE BILL 19 VERIFICATION...](#)

04092026_SENATE_BILL_19_VERIFICATION.pdf

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

Pass

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

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

04102026_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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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/>.

08142024_CONFLICT_OF_INTEREST_QUESTIONNAIRE.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*

Pass

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

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

No

DRAFT AGREEMENT

Pass

Please download the below draft agreement. *No response required; for reference only.

- [Repair of Commercial Metal ...](#)

04092026_RECITALS.pdf

PRICE TABLES

SECTION 5: PRICE SCHEDULE (ITEMIZED)

Bidders must submit pricing for the following line items:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Full Refurbishment (Repair, Prime, Paint, New Lids):	1	Per Hour	\$120.00	\$120.00
2	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$2,200.00	\$2,200.00
3	Place New Bottom, New Lids Kit, Grind and Paint for 3yd	1	Per Container	\$2,450.00	\$2,450.00
4	Place New Bottom, New Lids Kit, Grind and Paint for 4yd	1	Per Container	\$3,000.00	\$3,000.00
5	Place New Bottom, Lids, Pocket Repair & Paint for 6yd	1	Per Container	\$3,600.00	\$3,600.00
6	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 8yd	1	Per Container	\$4,600.00	\$4,600.00
7	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 10yd	1	Per Container	\$5,400.00	\$5,400.00

[MESQUITE RESOURCES LLP] RESPONSE DOCUMENT REPORT
NTB No. 2026-10
Repair of Commercial Metal Containers

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$2,200.00	\$2,200.00
9	Floor Replacement only (Labor Only):	1	Labor Only	\$1,250.00	\$1,250.00
10	Standard Labor Rate (Certified Welding):	1	Per Hour	\$120.00	\$120.00
11	Pick-up and Delivery Fee (Round Trip):	1	Per Load	\$225.00	\$225.00
12	New Unit Fabrication (Roll-Off):	1	Per 20 Yard Unit	\$19,800.00	\$19,800.00
13	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$24,500.00	\$24,500.00
14	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$30,500.00	\$30,500.00
TOTAL					\$99,965.00



City of Edinburg
Solid Waste

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

[SERVPRO OF TEMPLE & BELTON] RESPONSE DOCUMENT REPORT

NTB No. 2026-10

[Repair of Commercial Metal Containers](#)

RESPONSE DEADLINE: April 14, 2026 at 3:00 pm

Report Generated: Thursday, April 30, 2026

SERVPRO of Temple & Belton Response

CONTACT INFORMATION

Company:

SERVPRO of Temple & Belton

Email:

troy@servpro9059.com

Contact:

Troy Caffey

Address:

245 S General Bruce Dr
Suite 104
Temple, TX 76504

Phone:

N/A

Website:

www.servprotempleandbelton.com

Submission Date:

Apr 13, 2026 2:47 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Pass

Please upload a copy of your Certificate of insurance here.

G_Owens_Enterprises_COI_NOC_blanket_City_of_Edinburg_pdf_164805053.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_3.9.26.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

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Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM_3.9.26.pdf

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

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- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST_3.9.26.pdf

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

SENATE_BILL_13_VERIFICATION_3.9.26.pdf

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

Pass

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

HOUSE_BILL_89_VERIFICATION_3.9.26.pdf

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

Pass

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- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
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- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION_3.9.26.pdf

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

Pass

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

CITY_EDINBURG_NONCOLLUSION_3.9.26.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST_3.9.26.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*

Pass

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

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

Yes

DRAFT AGREEMENT

Please download the below draft agreement. *No response required; for reference only.

- [Repair of Commercial Metal ...](#)

No response submitted

PRICE TABLES

SECTION 5: PRICE SCHEDULE (ITEMIZED)

Bidders must submit pricing for the following line items:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Full Refurbishment (Repair, Prime, Paint, New Lids):	1	Per Hour	\$375.00	\$375.00
2	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$4,340.00	\$4,340.00
3	Place New Bottom, New Lids Kit, Grind and Paint for 3yd	1	Per Container	\$5,740.00	\$5,740.00
4	Place New Bottom, New Lids Kit, Grind and Paint for 4yd	1	Per Container	\$7,140.00	\$7,140.00
5	Place New Bottom, Lids, Pocket Repair & Paint for 6yd	1	Per Container	\$8,540.00	\$8,540.00
6	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 8yd	1	Per Container	\$9,940.00	\$9,940.00
7	Place New Bottom, Lids, Pocket Repair, Paint & Repair Side Door if Needed for 10yd	1	Per Container	\$12,600.00	\$12,600.00
8	Place New Bottom, New Lids Kit, Grind and Paint for 2yd	1	Per Container	\$4,340.00	\$4,340.00

[SERVPRO OF TEMPLE & BELTON] RESPONSE DOCUMENT REPORT
NTB No. 2026-10
Repair of Commercial Metal Containers

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Floor Replacement only (Labor Only):	1	Labor Only	\$3,498.00	\$3,498.00
10	Standard Labor Rate (Certified Welding):	1	Per Hour	\$250.00	\$250.00
11	Pick-up and Delivery Fee (Round Trip):	1	Per Load	\$3,920.00	\$3,920.00
12	New Unit Fabrication (Roll-Off):	1	Per 20 Yard Unit	\$14,700.00	\$14,700.00
13	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$18,900.00	\$18,900.00
14	New Unit Fabrication (Roll-Off):	1	Per 30 Yard Unit	\$18,900.00	\$18,900.00
TOTAL					\$113,183.00

BIDDERS LIST

Vendor	Email
Border Engine Rebuilders	anthonyrios90@gmail.com
Construction Bid Source LLC	llambert@constructionbidsource.com
DF Interactive NC LLC	bids+opengov@davidfine.dev
ECLA	eclabins@yahoo.com
FBD Group	data@fbdgroups.com
LCJ CONTRACTING LLC	lcjcontractingllc@gmail.com
Martin Moreno Paz	alliancecontainersvc@gmail.com
Mesquite Resources LLP	ggzz76@icloud.com
None	martin.larinas@gmail.com
OG LLC	rfp.radarusa@gmail.com
PV Inc	primevendor123@gmail.com
Republic Welding & Resources LLC	republicweldingresources@gmail.com
RevStar Consulting	nastassia.barkouskaya@revstarconsulting.com
Royal Media Network Inc.	gabby@royalimagingsolutions.com
SERVPRO of Temple & Belton	lara@servpro9059.com
SERVPRO of Temple & Belton	troy@servpro9059.com
Solutions PVT.Ltd	masernet@yopmail.com
Source Management	sourcemanagement@deltek.com
Truck Systems Rail Services LLC	sales@tsrstx.com

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND MARTIN MORENO PAZ DBA ALLIANCE CONTAINER SERVICES FOR CONTAINER REPAIR SERVICES
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and **MARTIN MORENO PAZ DBA ALLIANCE CONTAINER SERVICES** (hereinafter “Vendor”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

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

SECTION I **EMPLOYMENT OF VENDOR**

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment (“Services”) as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II **SERVICES OF VENDOR**

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

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

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Vendor's work with the following tasks:
1. Provide Vendor with its requirements for the Services.
 2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.
 4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF VENDOR**

- A. Vendor shall perform the Services described in **Exhibit "A"**.
- B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the

work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

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

SECTION V **PAYMENT AND FEES**

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor, for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. Vendor shall submit all invoices to City in accordance with City regulations. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

- d. Any Services are defective, requiring correction or replacement;
- e. Other items entitle City to a set-off against the payment amount.

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

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

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

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

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2026.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

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

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

G. Upon expiration of the term of this Agreement or suspension of Services hereunder this Agreement due to NON-APPROPRIATION, Vendor shall continue from month to month at current contracted rates until such time as a final agreement has been entered into with a new vendor and a transition of services effectuated. If Vendor is unable or unwilling to accept a month to month term then the vendor shall remain in place for a period of no less than 15 calendar days to allow for the City to obtain the services of another entity.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

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

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

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

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

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

H. Vendor hereby agrees as follows:

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

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises

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

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

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

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

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

SECTION X **INDEMNIFICATION**

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

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

Martin Moreno Paz dba Alliance Container Services
Address: 1211 Brookmere Dr
Dallas, TX 75216
Phone: (214) 682-9619
Email: Alliancecontainersvc@gmail.com

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

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

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Benito Alonzo, Interim City Attorney

**MARTIN MORENO PAZ DBA ALLIANCE
CONTAINER SERVICES**

BY: _____
Martin Moreno Paz
Address: 1211 Brookmere Dr
Dallas, TX 75216
Phone: (214) 682-9619
Email: alliancecontainersvc@gmail.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.E.

National Fitness Campaign - De Zavala Elementary City/School Park
Fitness Court

1. Agenda Item:

Consider Authorizing the Purchase of a Fitness Court from the National Fitness Campaign for De Zavala Elementary City/School Park in the Amount of \$125,000 Funded by the Community Development Block Grant Program, TX-B-25-MC-48-0503. [Javier Garza, Director of Parks and Recreation]

2. Description:

The project consists of the purchase of a Fitness Court from the National Fitness Campaign to be constructed at the De Zavala Elementary City/School Park. This system includes permanently affixed exercise equipment, weight-lifting equipment, and flooring. Staff has verified and confirmed that the National Fitness Campaign is a Sole Source Proprietorship Company and is exempt from the competitive procurement process.

Staff verified that no monies are owed to the City by the National Fitness Campaign. Staff recommends awarding this public facilities improvement project for the purchase of the Fitness Court in the amount of \$125,000.

Funding is available through the FY 2025-2026 CDBG Program budget.

3. Staff's Recommendation:

Approve the Purchase of a Fitness Court from the National Fitness Campaign for De Zavala Elementary City/School Park in the Amount of \$125,000 Funded by the Community Development Block Grant Program, TX-B-25-MC-48-0503.

Reviewed by:

Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:

Rebecca Salinas,
Administrative Assistant

Attachments:

- A. NFCSAM Verification. V04.21.26 E02.02.37
- B. SIGNED FORMS
- C. Sole Source Affidavit (002) (2)
- D. 3. NFC_Sole Source Letter and Appendix_4.14.26
- E. Quote for Fitness Court



NATIONAL FITNESS CAMPAIGN, LP

Unique Entity ID NQ19M7DZQZG6	CAGE / NCAGE 8GS39	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 3, 2027	
Physical Address 1740 Kearny Street San Francisco, California 94133-2444 United States	Mailing Address PO Box 2367 San Francisco, California 94126 United States	

Business Information

Doing Business as (blank)	Division Name National Fitness Campaign Lp	Division Number (blank)
Congressional District California 11	State / Country of Incorporation California / United States	URL (blank)

Registration Dates

Activation Date Feb 5, 2026	Submission Date Feb 3, 2026	Initial Registration Date Dec 4, 2019
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jan 3, 2012	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors (blank)
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 Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 8GS39

Points of Contact

Electronic Business

👤 Trent Matthias, Director	26 Center ST. San Rafael, California 94901 United States
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Government Business

👤 Trent Matthias, Director	26 Center ST. San Rafael, California 94901 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	339920	Sporting And Athletic Goods Manufacturing

Disaster Response

This entity does not appear in the disaster response registry.

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently **REGISTERED** and **ACTIVE** in the **System for Awards Management (SAM)** database at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have **ACTIVE REGISTRATION** status with SAM.gov?
☒ Yes ☐ No

2. If so, please provide you organizations **Unique Entity ID (UEI#)**: ZYUDQECWCCM5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as **ACTIVE** on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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:

04/15/2026

Printed Name and Title:

Eli Gonzalez

Company/Vendor Name:

3E Logistics of Tx, LLC

Authorized Signatory:

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

- * Are any of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board that will participate in the City's CDBG selection process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board will participate in the City's CDBG selection process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

- * HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date:

04/15/2026

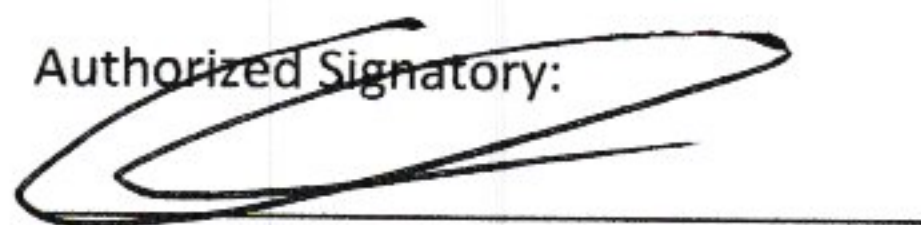
Printed Name and Title:

Eli Gonzalez

Company/Vendor Name:

3E Logistics of Tx, LLC

Authorized Signatory:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 3E Logistics of Tx, LLC

Address and Zip Code: 3309 W. Alberta Road, Edinburg, Texas 78539

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes ☒ No ☐ (If answer is yes, identify the most recent contract)

*Breenaleen
Cedar Drainage
Improvements*

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☒ No ☐ (If answer is yes, identify the most recent contract)

*same as
above*

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

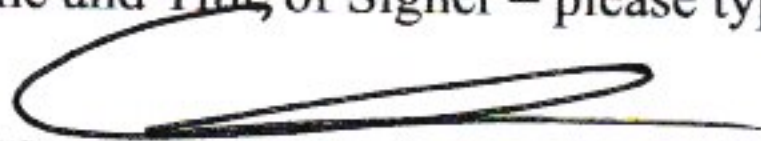
Yes ☒ No ☐ None Required ☐

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

3E Logistics of Tx, LLC

(Name and Title of Signer – please type)


Signature

04/15/2026
Date

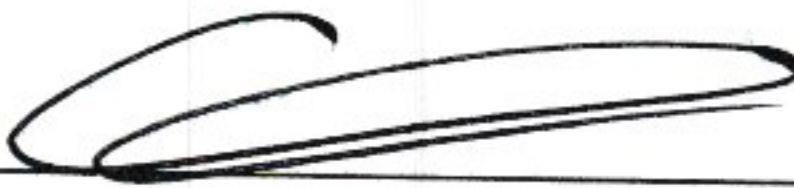
HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official:  _____

Name of Contractor's Authorized Official: Eli Gonzalez

Title of Contractor's Authorized Official: Owner

Date: 04/15/2026

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Eli Gonzalez

NAME



SIGNATURE

Owner

TITLE

04/15/2026

DATE

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMEN/ DEPT.
CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR
DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: _____ Date: _____

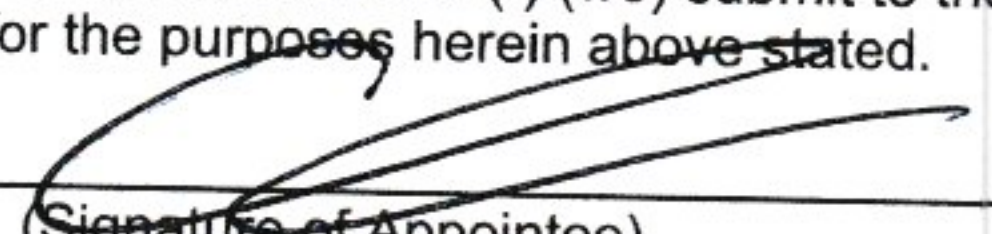
Location: _____ Project No.: _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)
for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Eli Gonzalez

_____, whose signature appears below, to supervise the payment
of (my) (our) employees beginning _____, 20____: That he/she is in a position to
have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance
required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and
approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other
person for the purposes herein above stated.


(Signature of Appointee)

3E Logistics of Tx, LLC

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner of 3E Logistics of Tx, LLC
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

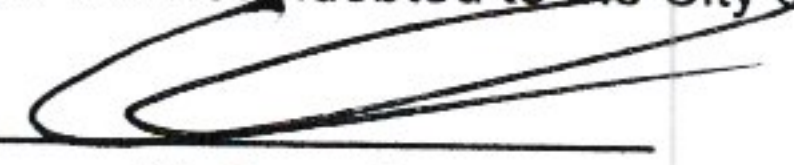
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham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

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

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

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: 

Date: 04/15/2026

Print Name: Eli Gonzalez

Title: Owner

"General Decision Number: TX20260003 01/02/2026

Superseded General Decision Number: TX20250003

State: Texas

Construction Type: Heavy

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	
Servicer.....	\$ 12.34	
Steel Worker (Reinforcing).....	\$ 14.07	
TRUCK DRIVER		
Lowboy-Float.....	\$ 13.63	
Single Axle.....	\$ 10.82	
Single or Tandem Axle Dump..	\$ 14.53	
Tandem Axle Tractor with		
Semi Trailer.....	\$ 12.12	
WELDER.....	\$ 14.02	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

<https://sam.gov/wage-determination/TX20260003/0>

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

<https://sam.gov/wage-determination/TX20260003/0>

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

<https://sam.gov/wage-determination/TX20260003/0>

2/13/26, 4:05 PM

SAM.gov

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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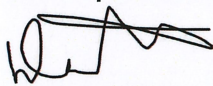
END OF GENERAL DECISION

SOLE SOURCE AFFIDAVIT

Company National Fitness Campaign, LP	Date (MM/DD/YYYY) 4/13/2026
Contact Person Danny Hunsaker	Phone 1 (415) 702-4919
Address (address/city/state/zip) PO Box 2367 San Francisco, CA 94126-2367	

Before me, the undersigned official, on this day, appeared, **Daniel Hunsaker**, a person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath depose and said:

1. My name is **Daniel Hunsaker**; 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: **National Fitness Campaign, LP**
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:
Fitness Court & Campaign Services
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:
 - ☒ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
 - ☐ A film, manuscript, or book;
 - ☐ A captive replacement part or component for equipment.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**



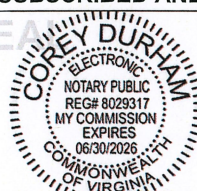
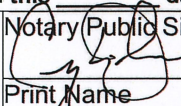
Director of Supply Chain & Innovation

Signature of Authorized Official

Title of Authorized Official

Notary

Daniel Hunsaker appeared by means of online notarization, and presented NV drivers license as identification

SUBSCRIBED AND SWORN to before me on this <u>13</u> day of <u>April</u> , 20 <u>26</u> .	
 State of Virginia County of Virginia Beach	Notary Public Signature 
	Print Name Corey Durham
	My Commission Expires June 30, 2026
For Purchasing Use Only	☐ The City approves this form effective for one (1) year. Initials Expires _____



4.14.26

National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

To Whom it May Concern,

National Fitness Campaign LP (NFC) is a wellness consulting firm that cooperates with public and private organizations to build healthy communities across America. The NFC initiative provides:

- A trademarked outdoor infrastructure product, the Fitness Court®
- Site Design and Strategic Planning services
- An integrated digital ecosystem, including the Fitness Court® Mobile App and Digital Training Library
- A certified ambassador training program to local volunteer trainers

Municipalities, schools, and community organizations with public land may apply to join the National Fitness Campaign wellness initiative and bring the program to their approved site locations. This program is unique, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed in this document, the trademarked ownership of the system and healthy infrastructure, and the integrated nature of the initiative, including its services, products, tools and grant funding, it is commonly approved as a sole source across the United States.

Analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal, and determined their selected method of procurement is a Sole Source procurement, in accordance with local policies and requirements. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were procured via sole source procurement, evidenced by public documentation and approvals. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

The integrated nature of the products and services is frequently grounds for sole source by many, but not all local requirements. Some agencies do require bids for procurement.

There are three primary differentiators that commonly validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1 - Trademarked Fitness Court® System

- A. The Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. See Appendix for Trademark Document from the United States Patent and Trademark Office
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness

Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.

- C. The Fitness Court® is available only in a single configuration, shown in the appendix material. The system includes over 118 unique elements, which acts as a full body training center, teaching people of all ages and fitness levels about how to stay fit and healthy in just 7 minutes a day. There is no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.
- D. The Fitness Court® has a specialized training envelope that accommodates more users per square foot than any other known system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's proprietary design and components.
- E. The Fitness Court Studio is an optional addition to the Fitness Court which incorporates an additional 32'x32' outdoor studio. The Fitness Court Studio can only be procured in collaboration with the Fitness Court and provides 1024 Sq ft of additional rubberized floor space for versatile group-based activities such as dance, yoga, cardio fitness classes, PE classes and acts as a community hub for wellness-related activities such as art and meditation events. The Fitness Court and Fitness Court Studio combine to form a completely unique community wellness space that can fit up to 60 users simultaneously. When combined the Fitness Court and Fitness Court Studio are impossible to recreate due to NFC's proprietary design and components.
- F. Public Art Mural and Digital Engagement Wall
 - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. This artwork is produced specifically for the Fitness Court®, and to comply with manufacturing requirements of the Fitness Court® presentation surfaces.
 - c. This artwork is unavailable through any other vendor, and is impossible to recreate to conform to important national standards and manufacturing requirements stated above in item b.
 - d. Additionally, digital integration, safety information, and other details are provided as part of this artwork.
 - e. All artwork is approved by NFC's Grant Committee and partners.
 - f. Further, the mural can be periodically re-designed and introduced, to create a rotating gallery of outdoor art to inspire people to engage in regular wellness activities.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - g. Digital Engagement Wall
 - i. The feature wall of the Fitness Court includes a custom digital engagement wall.
 - 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 - 2. This workout library is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 - 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.

- h. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
- i. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court. Fitness Court Compatible Graphics are only available from National Fitness Campaign LP.

2 - Fitness Court® App and Digital Tracking System

Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners. No other outdoor fitness equipment provides a mobile app with the following four primary features:

- A. Mark Lauren Training Series
 - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. Mark Lauren has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
- B. Fitness Court® App Check-In Feature
 - a. This is a proprietary feature that allows a user to check-in to their local Fitness Court, and build healthy habits.
- C. Annual Data Analytics Reporting
 - a. Each site partner who builds a Fitness Court® is eligible to receive an annual data report tracking statistics of their Fitness Court®.
 - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides a regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
- D. See appendix for additional information regarding the Fitness Court® App.

3 - National Grant Funding

National Fitness Campaign LP builds and maintains a multi-million dollar annual Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by the National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Funding varies from state to state and year to year.

Some of the Campaign Sponsors and programs include:

- NFC Public Art Campaign
- National Certified Installer Network

Dozens of State and Regional Sponsors, including, but not limited to:

- Blue Cross and Blue Shield of Illinois
- Blue Cross and Blue Shield of Kansas

- Priority Health
- MVP Health Care
- Renown Health
- Blue Cross and Blue Shield of New Mexico
- Blue Cross and Blue Shield of Texas
- Blue Cross and Blue Shield of Alabama
- Community Health Options
- Blue Cross and Blue Shield of Massachusetts
- Blue Cross and Blue Shield of Oklahoma

To procure a Fitness Court® and participate in the campaign, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a variable Grant Award based on application merit which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location that is highly visible, active, accessible to the community, and connected to pedestrian infrastructure.

For more information, refer to the “NFC Organization Overview and Grant Funding Summary, and see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,



Mitch Menaged, Founder and Director
National Fitness Campaign LP

United States of America

United States Patent and Trademark Office

THE FITNESS COURT

Reg. No. 4,307,958

Registered Mar. 26, 2013

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

MITCH MENAGED (UNITED STATES INDIVIDUAL)
1740 KEARNY STREET
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE: 0-0-1979; IN COMMERCE 0-0-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

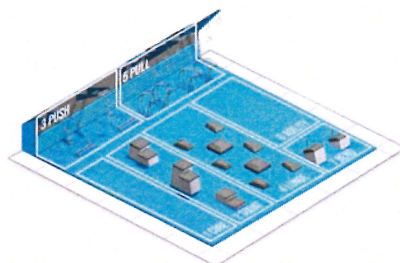
SER. NO. 85-600,534, FILED 4-17-2012.

KIMBERLY FRYE, EXAMINING ATTORNEY



Lisa M. Smith
Acting Director of the United States Patent and Trademark Office

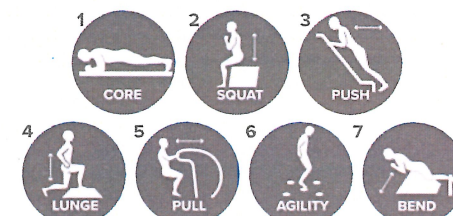
NFC : COMPREHENSIVE PROGRAM CAMPAIGN SUMMARY



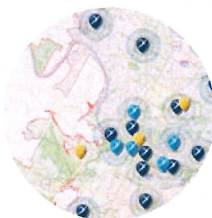
FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



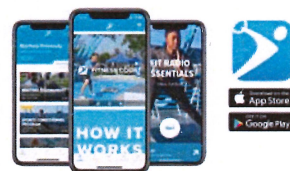
Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programming, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media



Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS TRAINING

SPRING

World-class training videos will be available on the Fitness Court App.



WORLD-CLASS TRAINING

SUMMER

World-class training videos will be available on the Fitness Court App.



CHALLENGE SERIES

FALL

The Fitness Season culminates with local, regional and national challenges for residents.

Made & Manufactured in the USA

Designed by NFC in California.



High Quality

Dual-layer powder-coating
carbon steel



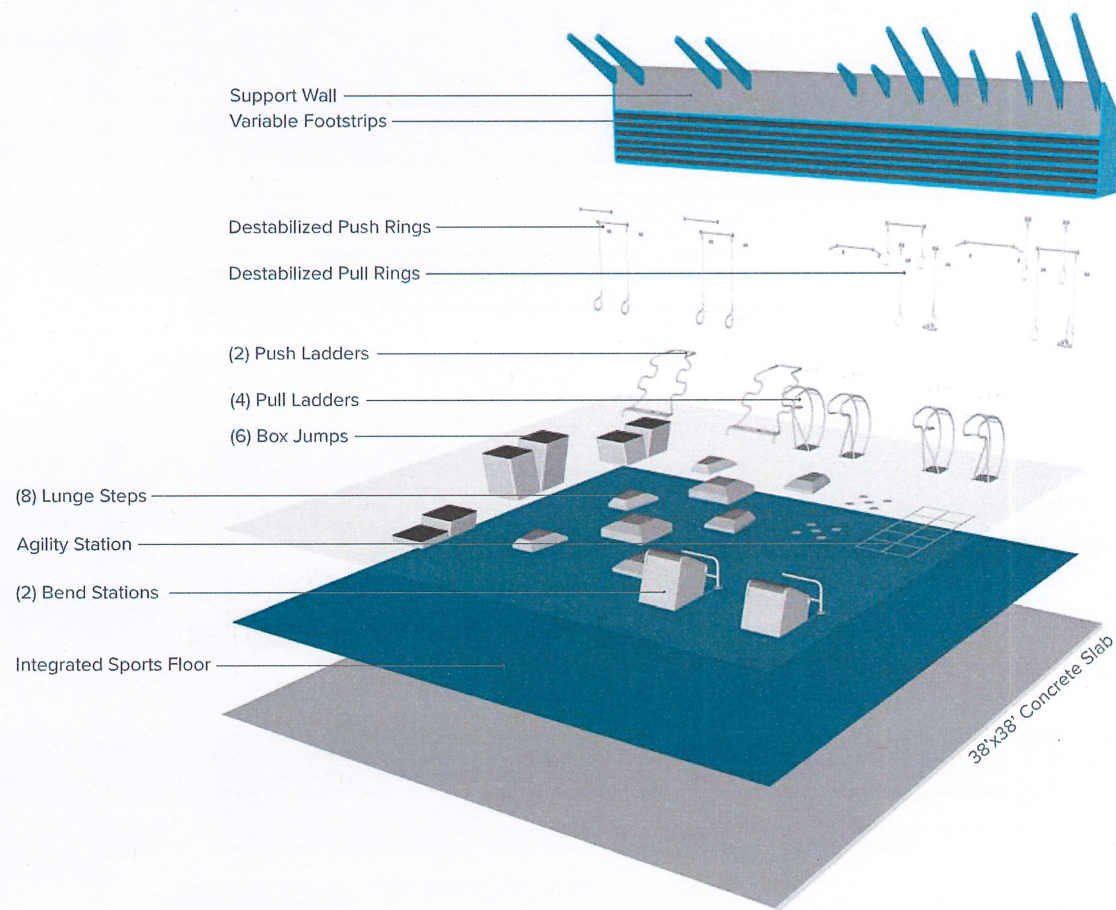
Durable Materials

Tamper-resistant,
galvanized & stainless
steel bolts and fittings.

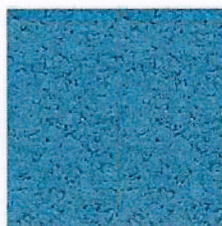


Best In Class

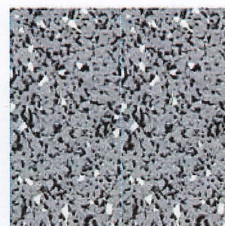
Anti-graffiti laminate vinyl
decals



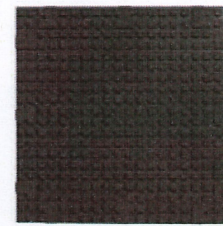
Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Grey to match any custom design.



Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile



Reducer



PROGRAM SUMMARY: All items and services below are delivered to approved partners as part of the Campaign.

HEALTHY INFRASTRUCTURE

FITNESS COURT®

Fitness Court® Description:

- 32'x35' outdoor bodyweight circuit training system with the following components:
 - Seven station circuit training system providing full-body workout modules
 - Fitness Court® body-weight training wall - 32'W x 2'D x 6' H with custom graphics
 - Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.

- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

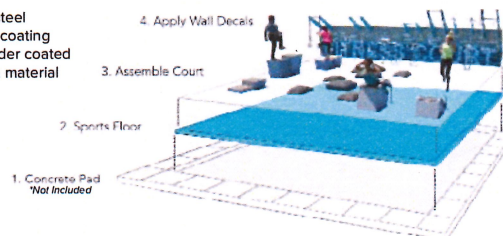
Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *Included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- Stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team. With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

- Custom renderings can be provided by NFC Design Team to support outreach to local sponsors and partners. Slide presentations can be provided for in-person meetings and internal stakeholder consensus-building.

CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- Learn the Moves:** Discover the Fitness Court®'s 7 Movements — Core, Squat, Push, Lunge, Pull, Agility and Bend — to challenge and strengthen your body. Beginner, intermediate and advanced training videos demonstrate how users of any age or ability can use the Fitness Court®.
- Health Kit:** Track personal health stats directly on the Fitness Court app. Statistics include: steps taken, average heart rate, time spent on the Fitness Court® and total calories burned.
- Find Your Fitness Court®:** Search for your local Fitness Court® with the new Fitness Court® interactive map.
- Train:** Take curated classes from one of our professional coaches. Classes are for adults of all levels and abilities.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools

Fitness Court® Ambassadors build and sustain a healthy culture around The Fitness Court® ecosystem

- Learn:** education modules provided by the NFC Training Team offered remotely, and provide a range of class templates, coaching tips and more to qualified Ambassadors.
- Train:** classes, clinics and challenges led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court®.

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release and outreach planning tools.
- Launch Event Promotions Toolkit:** announce the launch of the Fitness Court® on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- Fitness Court® Gear:** gear and giveaways nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).



FITNESS COURT™

SCHEMATIC DESIGN SET



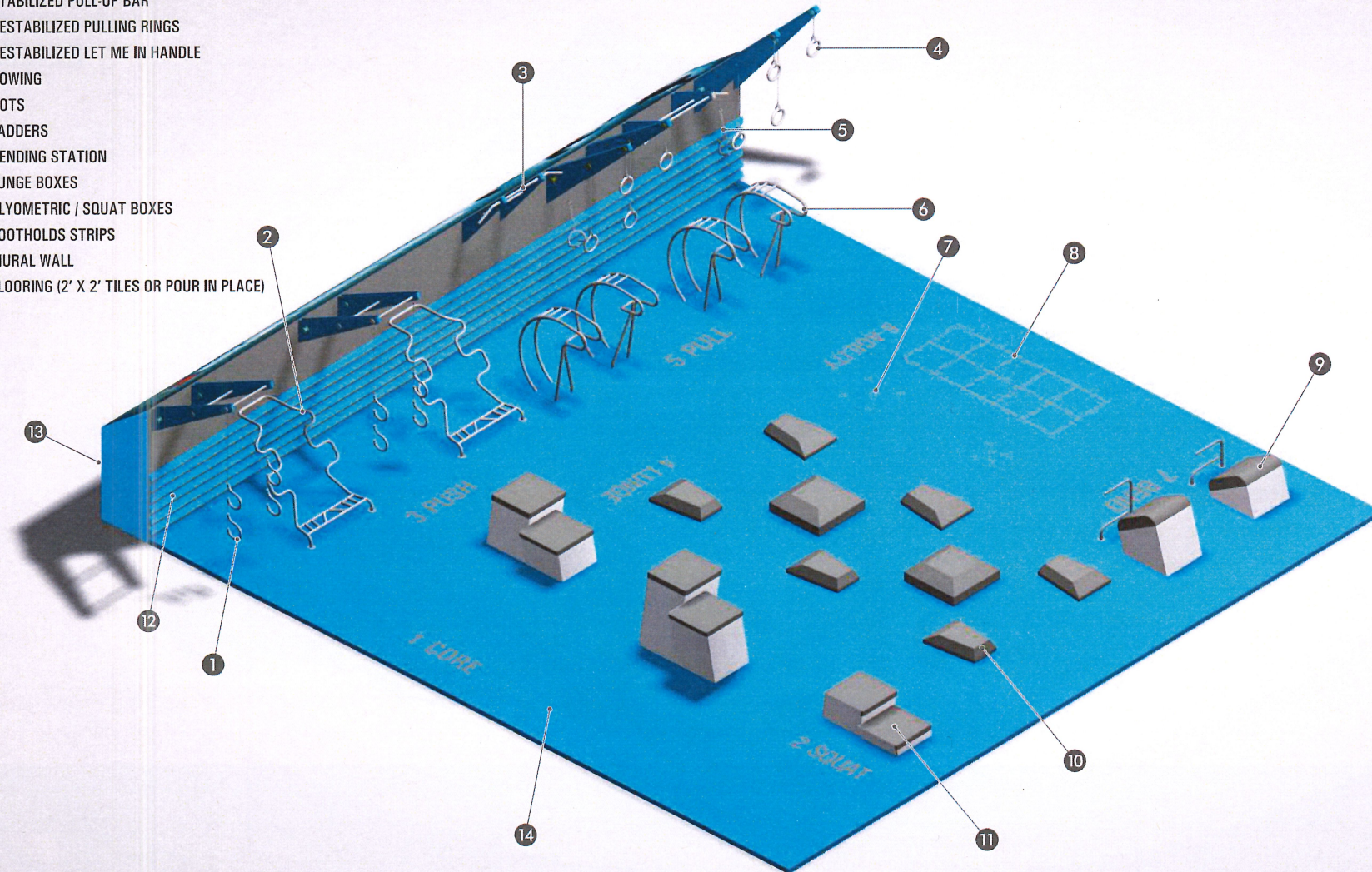
NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

DATE	
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 01

- 1 DESTABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)



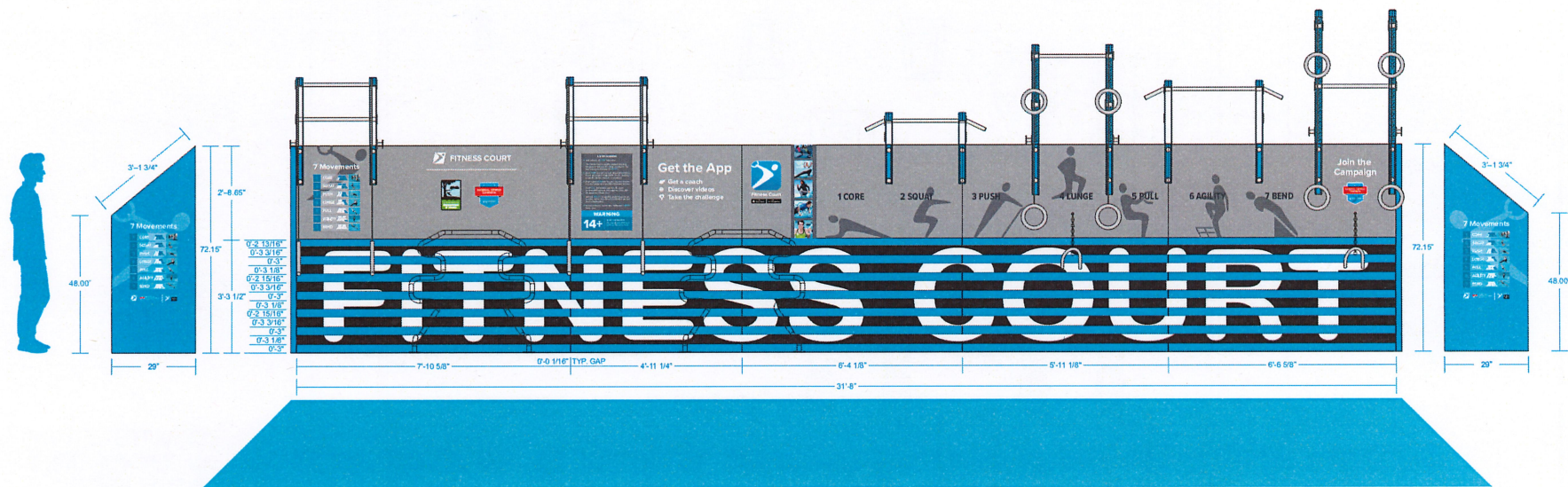
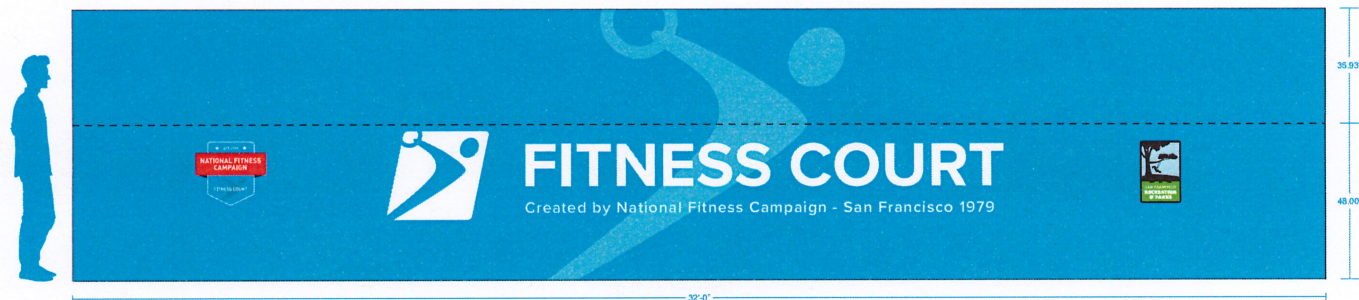
Body Weight Fitness

NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 02



NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

NFC FITNESS COURT SCHEMATIC ELEVATIONS

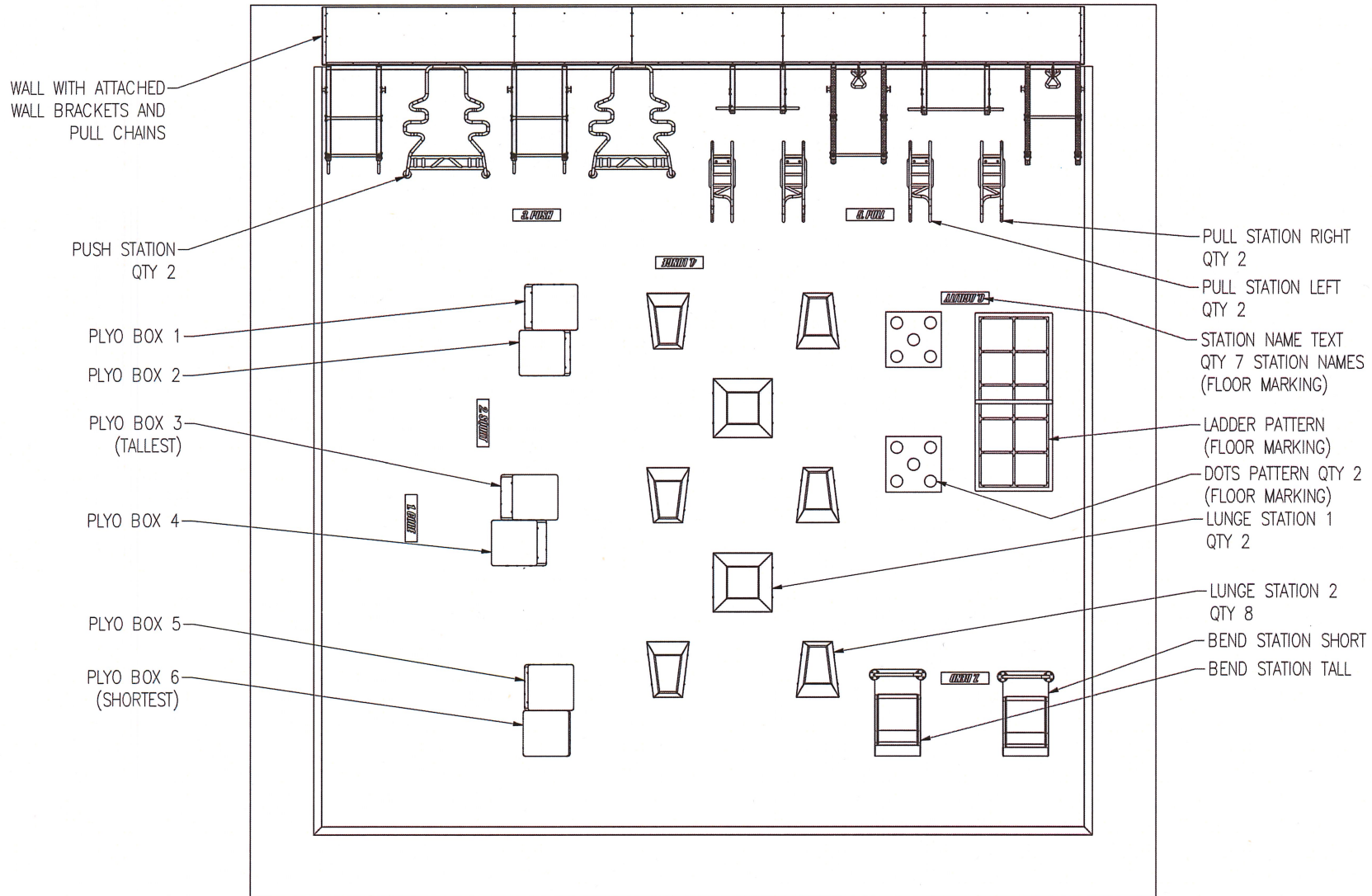
NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 03

EQUIPMENT AND FLOOR MARKING LAYOUT



THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.

NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

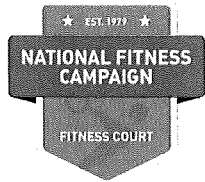
DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 04



Fitness Court

NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA
NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919



QUOTE

National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date 4/20/2026
Expiration Date 6/2/2026
Quote Number 00002270
Bill To Name Edinburg, TX
Bill To 415 W. University Drive
Edinburg, TX 78539
USA

Description	Quantity	Total Price
2026 - Fitness Court® and National Campaign Resources	1.00	\$175,000.00
Custom Art	1.00	\$10,000.00
NFC State Sponsor Grant	1.00	-\$60,000.00
Shipping & Handling	1.00	\$0.00
Tax %		0.0000%
Grand Total		\$125,000.00

Terms

1. AUTHORIZATION:

Purchaser to reference quote number on approved Purchase Order or contract.

2. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court®. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

3. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding. Final invoice will be adjusted if the actual tax rate is different from what is listed on this quote.

4. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See nationalfitnesscampaign.com/warranty for details.

5. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court® that they are responsible for the following items concerning the purchase of the Fitness Court® which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court® with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court® installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall provide Annual Inspection with photos to NFC to confirm compliance with applicable Campaign and Grant Funding Requirements.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court® by the public or others located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court® shall not be held liable for any risk associated with the installation of or use of the Fitness Court®.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court® and all defects related to the installation of the Fitness Court® shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.



National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date	4/20/2026
Expiration Date	6/2/2026
Quote Number	00002270
Bill To Name	Edinburg, TX
Bill To	415 W. University Drive Edinburg, TX 78539 USA

QUOTE

- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions outlined on this document. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court®, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

6. LIMITS OF LIABILITY

NFC's total liability under this Agreement to Purchaser, its contractors, subcontractors, affiliates, partners, officers, directors, shareholders and employees (hereinafter "Affiliates"), for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this agreement from any cause or causes except for NFC's intentional acts, is limited to the amount of money paid by Purchaser to NFC under this Agreement. Such causes include, but are not limited to, NFC's negligence, errors, omissions, strict liability, or breach of warranty.

7. OWNERSHIP OF DOCUMENTS

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® belong solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

8. CHANGE ORDERS:

Any changes in scope of work or Terms and Conditions shall be agreed upon in writing by both parties.

9. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court® all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, Purchaser Obligations, Limits of Liability, Ownership of Documents, and Change Orders.

10. GRANT AWARD OBLIGATIONS

Purchaser must meet and maintain compliance with requirements of the Applicable Grant Award per the submitted Grant Application and subsequent Grant Award Letter. This includes requirements pertaining to Fitness Court Maintenance, GPR Requirements, and applicable Sponsor Rights.

11. SEVERABILITY

If any provision of the Terms and Conditions are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.F.

Janet Ogden Vackar Subdivision Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Janet Ogden Vackar Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg and the North Alamo Water Supply Corporation (NAWSC) will execute a counterpart agreement that would allow the City of Edinburg to become the water service provider for the Janet Ogden Vackar Subdivision. The subdivision consists of one lot and is located approximately 920' south of the intersection of I-69C Frontage and Wisconsin Road.

Upon execution of the agreement, the City of Edinburg and NAWSC will jointly apply to the Public Utility Commission (PUC) within one (1) year to amend their respective service areas. The timeline for the buyout process and PUC approval is estimated to take between one and two years from the date the initial application is submitted.

There will be no fiscal impact to the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Janet Ogden Vackar Subdivision and Execute any Other Documents Related Thereto.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Agreement - Janet Ogden Vackar Subdivision

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: Robert C. Vackar

1. The Master Agreement for Transfer of Service Area (“***Master Agreement***”) by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 (“***CITY***”) and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (“***NAWSC***”), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area (“***Counter-Part Agreement***”) made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: **JANET OGDEN VACKAR SUBDIVISION**, being a **7.112** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit “1.”**

Purchase Price: **Nineteen Thousand One Hundred Fifty-Two Dollars and Cero Cents (\$ 19,152.00).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Benito Alonzo
Interim City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map of JANET OGDEN VACKAR SUBDIVISION



Legend



Requested Area to Transfer

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County

The map displays the general location of the Janet Ogden Vackar Subdivision. The requested area to transfer is highlighted with a blue hatched rectangle, situated south of Edinburg and east of Pharr. The map shows a network of roads including I-69, FM 1426, FM 3362, and various local streets. Major cities labeled are McAllen, Pharr, Edinburg, and San Juan. The map also includes a north arrow and a scale bar indicating distances in feet (0, 2,200, 4,400).

General Location Map JANET OGDEN VACKAR SUBDIVISION

Legend

Created by: Gabriel Rodriguez
Date Created: 6/17/25

 Requested Area to Transfer

Feet 0 2,200 4,400

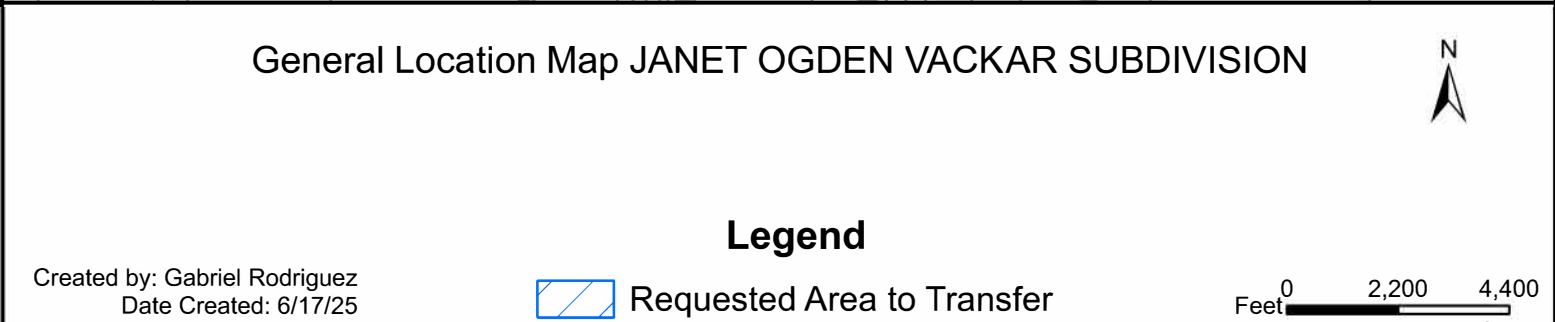
General Location Map JANET OGDEN VACKAR SUBDIVISION

Legend

Created by: Gabriel Rodriguez
Date Created: 6/17/25

 Requested Area to Transfer

Feet 



Created by: Gabriel Rodriguez
Date Created: 6/17/25

Legend

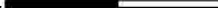
 Requested Area to Transfer

Feet

Created by: Gabriel Rodriguez
Date Created: 6/17/25

Legend

 Requested Area to Transfer

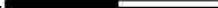
Feet 



Created by: Gabriel Rodriguez
Date Created: 6/17/25

Legend

 Requested Area to Transfer

Feet 

Created by: Gabriel Rodriguez
Date Created: 6/17/25

Legend

 Requested Area to Transfer

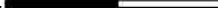
Feet 

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

**MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
March 16, 2021**

Present

Steve D. Krenek
Dennis Goldsberry
Thomas Jendrusch
Derrick Swanberg
Ray Yeary
Abdiel Cuevas
Martin Drewry

Staff

Steven P. Sanchez
Robert Rodriguez
Imma Tamez
Robyn Rodriguez
Janie Sandoval
Agustin Gomez

Other

Richard Fryer – Corp. Attorney
Ivan Garcia – Rio Delta Eng.
Mike Hernandez – Melden & Hunt Eng.
Jorge Arroyo – Freese & Nichols
Ricky Longoria – B.M.L., LLP.

1. **Agenda Item #01.** The meeting was called to order at 1:03 a.m. via audio conference by President Steve D. Krenek.
2. **Agenda Item #02.** Mr. Swanberg moved for the approval of the minutes of February 16, 2021. Mr. Garcia seconded and motion carried with all in favor.
3. **Agenda Item #03.** No public comments.
4. **Agenda Item #04.** Mr. E. Lucio III of Beatty Navarre Lucio P.C., (BNL), was unable to attend.
5. **Agenda Item #05.** Mr. Swanberg moved for the approval of accepting North Alamo's 2020 Audit as presented by Rick Longoria of Burton McCumber & Longoria, LLP. Mr. Garcia seconded and motion carried with all in favor.
6. **Agenda Item #06.** An update was made by Jorge Arroyo of Freese and Nichols on RO CIP
 - A. Doolittle R.O.
 - B. Owassa R.O.
7. **Agenda Item #07.** An update was made by Ivan Garcia of Rio Delta Engineering on the following projects:
 - A. New Emergency Generator at Plant #2
 - B. New Ground Storage Tank at Plant #2
 - C. Donna Regional Wastewater Treatment Plant Phase 2
8. **Agenda Item #08.** Mr. Jendrusch moved for the approval of engaging an engineer to design a wastewater system south side of San Carlos. Also, to have staff and engineer apply to Texas Department of Agriculture (TDA) for funding. Mr. Garcia seconded and motion carried with all in favor.
9. **Agenda Item #09.** No pay requests for all related invoices for the above -mentioned projects on Item #07 for the month of March.
10. **Agenda Item #10.** A report was made by Mike Hernandez of Melden & Hunt Engineering on the following projects:
 - A. Construction Phase of the Weslaco Area Wastewater Project
 - B. Westgate Project

North Alamo WSC Board of Directors Meeting – March 16, 2021

Agenda Item #10 Continued

- C. Delta La Villa Colonias Waterline Project
 - D. San Perlita GST
 - E. Santa Rosa Kansa City Road Waterline Project
 - F. Emergency Power for Water Plant 1 & 6 Project
 - G. Emergency Power for FM 1425 Booster Station and San Perlita Booster Station
11. **Agenda Item #11.** Mr. Jendrusch moved for the approval of final reconciliation change order in the amount of \$382,756.00 for the Mile 6 Waterline Improvement Project. Mr. Drewry seconded and motion carried with all in favor.
 12. **Agenda Item#12.** Mr. Jendrusch moved for the approval of accepting the improvements for the Mile 6 Waterline Improvement Project. Mr. Cuevas seconded and motion carried with all in favor.
 13. **Agenda Item #13.** Mr. Swanberg moved for the approval of Change Order No. 3 to reduce the amount by \$53,142.41 for the Weslaco EDAP WWTP Project. Mr. Garcia seconded and motion carried with all in favor.
 14. **Agenda Item #14.** Mr. Swanberg moved for the approval of reducing retainage from 5% to 2% for the Weslaco EDAP WWTP Project. Mr. Goldsberry seconded and motion carried with all in favor.
 15. **Agenda Item #15.** Mr. Drewry moved for the approval of payment for all related invoices for the above-mentioned projects on Item #10. for the month of March. Mr. Cuevas seconded and motion carried with all in favor.
 16. **Agenda Item #16.** Mr. Goldsberry moved for the approval to amend North Alamo's CIP Plan Phase II. Mr. Swanberg seconded and motion carried with all in favor.
 17. **Agenda Item #17.** Mr. Jendrusch moved for the approval to accept lowest responsive bid in the amount of \$30,000.00 from RGV Industrial Machine Shop & Pumps, LLC as recommended by the engineer for the FM 1425 GST Coating Project. Mr. Drewry seconded and motion carried with all in favor.
 18. **Agenda Item #18.** Mr. Swanberg moved for the approval of accepting Eberle Materials Inc. in the amount of \$163,272.50 as lowest responsive bid as recommended by the engineer for the Doolittle Office Parking Lot Improvement Project. Mr. Drewry seconded and motion carried with all in favor.
 19. **Agenda Item #19.** Mr. Jendrusch moved for the approval of a buyout on the west side of US Expressway 281 south Wisconsin Road in the amount of \$19,152.00. Mr. Swanberg seconded and motion carried with all in favor.
 20. **Agenda Item #20.** Mr. Swanberg moved for the approval of Financial Statement for February, 2021 as presented by Janie Sandoval. Mr. Garcia seconded and motion carried with all in favor.

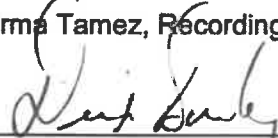
North Alamo WSC Board of Directors Meeting – March 16, 2021

- 21. Agenda Item #21. Water Operation Report, Robert Rodriguez**
A. Water Loss for the Month of February, 2021
B. Report on Lasara RO
C. Report on San Perlita Tank Rehab
D. Report on work at the main office drive thru
E. Report on Power Outage/Freeze Disaster
- 22. Agenda Item #22. Wastewater Operations Report, Agustin Gomez**
A. Wastewater Operations Report
(1) Report on Wastewater Treatment Plants and Collection Systems for February, 2021
- 23. Agenda Item #23. General Manager's Report**
A. Report on Port of Corpus Christi Desalination Permit Application (Sea Water).
B. Discuss Governor Abbott's order regarding COVID-19
C. Report on new phone system and zoom procedures
D. Report on legislation related to ERCOT's failure during freeze
E. Report on Bill filed by Representative Eddie Lucio
F. Report on bill filed by Senator Chuy Hinojosa
G. Report on fire hydrants.
(1) Consideration and possible approval of revising the Waterline Access Agreement – Richard Fryer – Corporation Attorney reported that in two weeks a meeting will be held with county.
April 2021 meeting will be held April 20, 2021.
- 24. Agenda Item #24. Mr. Swanberg moved for the approval of the following subdivisions:**
A. *Janet Ogden Vackar Subdivision, 1 lot on 7.112 acres, located west side of US 281 and south of Wisconsin Rd., developer – Robert C. Vackar (*See agenda Item #19.)
B. RBR Subdivision No. 3, 34 lots on 20.33 acres, located east of Val Verde Rd. south of Mile 21 N Rd., developer – RBR Development & Investments, LLC.
C. The Oaks Subdivision, 2 lots on 12 acres, located east of Spence Rd. and north of FM 1761, developer – Saul Garza (*Originally approved on 12/15/20 as SG Subd; needs to be amended with name change, # of lots, acres, location and developer remain the same.)
These subdivisions are subject to the rules and regulations. Mr. Garcia seconded and motion carried with all in favor.
- 25. Agenda Item #25. Mr. Jendrusch moved for the approval of accepting finished subdivisions for February, 2021.**
- | Subdivision Name | Date Finished |
|--------------------------------------|---------------|
| A. Highland Manor Subdivision | 10/30/2020 |
| B. Soñador Coves Phase I Subdivision | 10/02/2020 |
| C. JVF Subdivision | 08/03/2020 |
| D. Whalen Springs Subdivision | 12/02/2020 |
- Mr. Swanberg seconded and motion carried with all in favor.
- 26. Agenda Item #26. Mr. Drewry moved for the approval of accepting Membership Applications, Installations, Membership Transfers and Membership Cancellations. Mr. Goldsberry seconded and motion carried with all in favor.**

North Alamo WSC Board of Directors Meeting – March 16, 2021

- 27. Agenda Item #27.** The Board will enter into executive session at 3:38 p.m. to discuss the following:
A. Update on land for reservoir.
- 28. Agenda Item #28.** The Board returns back into regular session at 3:49 p.m. – Mr. Jendrusch moved for the approval as discussed in executive session. Mr. Garcia seconded and motion carried with all in favor.
- 29. Agenda Item #29.** Mr. Drewry moved to adjourn the meeting at 3:50 p.m. Mr. Garcia seconded and motion carried with all in favor.


Steve D. Krenek - President

Irma Tamez, Recording

Derrick Swanberg – Secretary

SUBDIVISION CHECK LIST

Subdivision Name	JANET OGDEN VACKAR SUBDIVISION			
No. of Lots / Gross & Net Acres	1 LOT 7.112 ACRES			
Location	S. OF WISCONSIN RD. W. OF EXP 281			
Developer's Name	ROBERT C. VACKAR		Ph #	
Engineering Firm	IZAGUIRRE ENGINEERING		Ph #	240-0749
Contractor			Ph #	
ITEMS		AMOUNTS		
BUYOUT REQUEST	PAID 9/7/21	\$19,152.00	Rec #	2021-02
Subdivision Narrative Letter				
Warranty Deed				
Water Service Agreement Signed				
Subdivision Review Fee			Rec #	
Board of Director's Approved				
Hydraulic Analysis Study				
Letter of Conditions Issued & Rec.				
Contract offsite easements			Rec #	
Black Hydrant Legal Deposit			Rec #	
Fire Hydrant Liab. Ins. Reims.			Rec #	
County / City Notice To Proceed				
Submittal of Material List for Project				
Preconstruction Meeting				
County/State/Gas/Elec. Bore Permits			Rec #	
NAWSC Separate M.P.O. Easement				
Irrigation District Exclusion Letter			Irri.	
Administrative Filing Sub			Rec #	
Installation Deposits-Curr YR			Rec #	
New/Forfeited Membership			Rec #	
Water Supply Fee			Rec #	
Reimbursement Fee (5 yrs)			Rec #	
Engineer Cost of Wtr Improv.				
Pipe line Pressure Test				
Bac-it Sample Approved				
Service connections Pad Lock				
Sewer Provider				
U.S.B on State Plain format				
Subdivision As-Builts				
Final Inspector's Wtr Certification		DATE		
Final bills paid Affidavit & Warranty 1 Yr.				
Thirty Year Letter				
Date Plat Recorded				
Recorded Plat Received				

VICINITY MAP



North Alamo Water Supply Corp.

420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
9/7/2021	2021-02

Sold To
FIESTA CHEVROLET INC

Check No.	Payment Method	Rep
039009	Check	RD

Description	Qty	Rate	Amount
Service Area Release		19,152.00	19,152.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

FIESTA CHEVROLET, INC.
4002 South Expressway 281
Edinburg, TX 78542
(956) 287-5100
www.fiestachevrolet.net

PAYABLE CHECK
CHECK# 39009
039009

PAY **NINETEEN THOUSAND ONE HUNDRED FIFTY TWO DOLLARS AND 00/100**

DATE 07/28/21 **AMOUNT** \$19,152.00

TO THE ORDER OF NORTH ALAMO WATER SUPPLY
420 S DOOLITTLE RD
EDINBURG TX 78542-9707

Re-issue fee will apply
FIESTA CHEVROLET, INC.
VOID AFTER 90 DAYS FROM DATE OF ISSUANCE

PlainsCapital Bank

MEMO: JANET ODGEN VACKER SUBD BUYOUT

PRESIDENT **VICE PRESIDENT**

⑈039009⑈ ⑆111322994⑆2100029707⑈

Janet Odgen Vacker Subdivision	Total	\$19,152.00
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February 26, 2021

North Alamo Water Supply Corporation
Richard Garcia
420 S. Doolittle Road
Edinburg, Texas 78539

RE: Service Area Buy-Out for Subdivision
Janet Ogden Vackar Subdivision
Edinburg, Texas

Dear Mr. Garcia:

As we discussed during our conversation at your office, the City of Edinburg is requiring the developer of the above referenced proposed subdivision to purchase the water service area covered by said proposed subdivision from North Alamo Water Supply Corporation (NAWSC) to set in motion the transfer of said water service area from NAWSC to the City of Edinburg.

Please provide me with the amount of the cost of the above described buy-out so that said proposed subdivision can proceed to be recorded.

Thank you very much for your time and consideration in this matter. Please, call me at (956) 905-0177 if you have any questions or if you need any additional information.

Respectfully,

A handwritten signature in blue ink that reads "Gilberto A. Gracia".

Gilberto A. Gracia, P.E.

METES AND BOUNDS DESCRIPTION:

A 7.112-acre (309,799 square feet) tract of land, situated in the City of Edinburg, Hidalgo County, Texas, being part or portion of Lot Thirty-One (31), Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 133-134 of the Hidalgo County Deed Records, is more particularly described by metes and bounds as follows:

The POINT OF COMMENCEMENT (POC) being at a half-inch iron rod found bearing N 81°31'14"W, a distance of 990.00 feet and S 8°28'48"W, a distance of 729.04 feet from the apparent Northeast corner of said Lot 31 for the apparent Northwest corner of said 7.112-acre tract and being the POINT OF BEGINNING (POB) of said 7.112-acre tract of land herein described:

Thence, S 81°31'14"E, parallel to the apparent North line of said Lot 31 and with the apparent North lot line of said 7.112-acre tract, 660.00 feet to a 1/2-inch iron rod found for the apparent Northeast corner of said 7.112-acre tract herein described:

Thence, S 8°28'48"W, parallel to the apparent East line of said Lot 31 and with the apparent northernmost East lot line of said 7.112-acre tract, 68.36 feet to a 1/2-inch iron rod found on the apparent existing West right-of-way line of U.S. Expressway 281, for an apparent external corner in the apparent East line of said 7.112-acre tract herein described:

Thence, S 38°55'28"W, with the said apparent existing West right-of-way line of U.S. Expressway 281 and with the apparent southernmost East lot line of said 7.112-acre tract, 606.16 feet to a 1/2-inch iron rod found on the apparent South lot line of said Lot 31 for the apparent Southeast corner of said 7.112-acre tract herein described:

Thence, N 81°31'14"W, with the apparent South lot line of said Lot 31 and of said 7.112-acre tract, 352.85 feet to a cotton picker spindle set for the apparent Southwest corner of said 7.112-acre tract herein described:

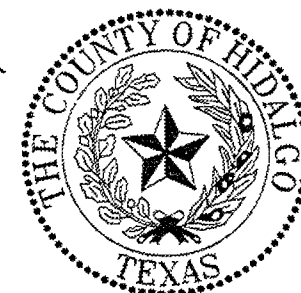
Thence, N 8°28'48"E, parallel to the apparent East lot line of said Lot 31 and with the apparent West line of said 7.112-acre tract, 590.96 feet to the Point of Beginning, containing 7.112 acres (309,799 square feet) of land, more or less.

JANET OGDEN VACKAR SUBDIVISION
EDINBURG, TEXAS

7.112-ACRE TRACT OUT OF LOT THIRTY-ONE (31)
KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS PER MAP THEREOF RECORDED IN VOLUME 3, PAGES 133-13
OF THE HIDALGO COUNTY DEED RECORDS



BASIS OF BEARING AS PER THE TEXAS STATE PLANE
GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205
ELEVATION DATUM AS PER NAVD 88 (GEOID 2003)



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

ON: 1/26/23 AT 11:26 AM/PM
INSTRUMENT NUMBER 3303882
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: [Signature] DEPUTY

METES AND BOUNDS DESCRIPTION:

A 7.112-acre (309,799 square feet) tract of land, situated in the City of Edinburg, Hidalgo County, Texas, being part or portion of Lot Thirty-One (31), Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 133-134 of the Hidalgo County Deed Records, is more particularly described by metes and bounds as follows:

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Thence, N 81°31'14"W, with the apparent South lot line of said Lot 31 and of said 7.112-acre tract, 352.85 feet to a cotton picker spindle set for the apparent Southwest corner of said 7.112-acre tract herein described:

Thence, N 8°28'48"E, parallel to the apparent East lot line of said Lot 31 and with the apparent West line of said 7.112-acre tract, 590.96 feet to the Point of Beginning, containing 7.112 acres (309,799 square feet) of land, more or less.

State of Texas
County of Hidalgo

I (we) the undersigned, owners of the land shown on this plat, and designated herein as the JANET OGDEN VACKAR SUBDIVISION, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose of consideration therein expressed.

[Signature]
Mittanck Investments, LLC,
Robert C. Vackar, Manager
104 Canary Avenue
McAllen, Tx. 78504

State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Robert C. Vackar known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 16 day of October, 2021.

Notary Public
Hidalgo County, Texas

[Signature]

State of Texas
County of Hidalgo

I, Kimberly Mendoza, Administrator/Director of Planning and Zoning Department of the City of Edinburg, Texas, do hereby certify this minor subdivision plat known as JANET OGDEN VACKAR SUBDIVISION conforms to all subdivision requirements of this City wherein my approval is required and has been approved for recording on this the 26th day of October, 2022, with the County Clerk of Hidalgo County, Texas.

[Signature]
Kimberly A. Mendoza
Administrator/Planning and Zoning Department Director

STATE OF TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

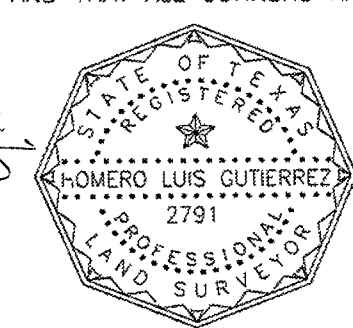
[Signature]
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER NO. 62477
IZAGUIRRE ENGINEERING GROUP, LLC
7413 N. LA HOMA RD.
MISSION, TEXAS 78574
09/09/21
DATE



STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE JANET OGDEN VACKAR SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND ON FEBRUARY 1, 2020, UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS, EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

[Signature]
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2791



DATE

09/09/2021

SUBDIVISION PLAT
OF
JANET OGDEN VACKAR
SUBDIVISION
EDINBURG, TEXAS

JOB NO. _____ JOV _____
DATE SEPTEMBER 9, 2021
REVISION _____ G.A.G. _____
SCALE 1" = 60'
DRAWN BY _____ G.A.G. _____
SHEET 1 of 1

IZAGUIRRE
Engineering Group LLC.
#10214
7413 N. LA HOMA ROAD
MISSION TEXAS, 78574
PHONE (956) 240-0749
FAX (956) 584-0554



LEGEND:

- FOUND 1/2 INCH IRON ROD
- ★ SET COTTON PICKER SPINDLE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY

- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS.
- MINIMUM BUILDING SETBACKS ARE BASE ON "COMMERCIAL GENERAL" ZONES AS SPECIFIED BY THE "UNIFIED DEVELOPMENT CODE - ARTICLE SECTION 3.304 FOR NONRESIDENTIAL BULK REQUIREMENTS AS FOLLOWS:
FRONT.....25 FEET
REAR.....10 FEET
SIDE.....10 FEET
- THE PROPERTY WITHIN THIS SUBDIVISION IS LOCATED WITHIN ZONE "X" (SHADED), IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 480338 0035 E, MAP REVISED BY LOMR CASE NUMBER01-06-1095P EFFECTIVE MAY 14, 2001.
FLOOD ZONE "X" (SHADED) INDICATES: A) AREA OF THE 500 YEAR FLOOD; B) AREAS OF THE 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND C) AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD.
- THE MINIMUM FINISH FLOOR LEVEL SHALL BE ESTABLISHED AT A MINIMUM ELEVATION OF 24 INCHES ABOVE THE TOP OF CURB AT THE HIGHEST POINT IN FRONT OF LOT OR 18 INCHES ABOVE NATURAL UNDISTURBED GROUND, WHICHEVER IS GREATER.
- REQUIRED STORM WATER DETENTION IS 81,925 CUBIC FEET (1.88 ACRE-FEET). AN ENGINEERED DETENTION PLAN UTILIZING THE CITY OF EDINBURG APPROVED DETENTION METHODS SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER AND SUBMITTED TO THE CITY OF EDINBURG FOR APPROVAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- MAINTENANCE OF ACCESS AND UTILITY EASEMENTS IMPROVEMENTS ARE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.
- ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED BY THE CITY OF EDINBURG FIRE MARSHAL, AND SUCH ADDITIONAL FIRE HYDRANTS (IF ANY) SHALL BE DETERMINED AT THE TIME OF BUILDING PERMIT APPLICATION AND SITE PLAN REVIEW PROCESS.
- A 6 FT. HIGH OPAQUE FENCE IS REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL AREAS.
- SITE PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS.
- THE PROPERTY WITHIN THIS SUBDIVISION IS ZONED "COMMERCIAL GENERAL".
- TxDOT ENTRANCE PERMIT IS REQUIRED FOR ENTRANCE ALONG TxDOT RIGHT-OF-WAYS.
- 6' WIDE CONCRETE SIDEWALK REQUIRED ALONG EXPRESSWAY 281 RIGHT-OF-WAY.

Approved by Irrigation District No. 2:

This plat is hereby approved by the Hidalgo County Irrigation District No. 2 on this, the 16th day of September, 2021.

No improvements of any kind (including without limitation, trees, fences, and buildings) shall be placed upon Hidalgo County Irrigation District No. 2 right of ways or easements.

[Signature]
President

Allst: [Signature]
Secretary

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

[Signature]
by: RAUL SESIN, General Manager
DATE

Approved by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

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

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.G.

Robert C. Vackar Edinburg No. 3 Subdivision Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Robert C. Vackar Edinburg No. 3 Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg and the North Alamo Water Supply Corporation (NAWSC) will execute a counterpart agreement that would allow the City of Edinburg to become the water service provider for the Robert C. Vackar Edinburg No. 3 Subdivision. The subdivision consists of one lot and is located approximately 430' north of the intersection of Alberta Road and I-69C Frontage.

Upon execution of the agreement, the City of Edinburg and NAWSC will jointly apply to the Public Utility Commission (PUC) within one (1) year to amend their respective service areas. The timeline for the buyout process and PUC approval is estimated to take between one and two years from the date the initial application is submitted.

There will be no fiscal impact to the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Robert C. Vackar Edinburg No. 3 Subdivision and Execute any Other Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities

Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,

Administrative Assistant

Attachments:

A. Agreement -Robert C Vackar Subdivision.

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: Robert C. Vackar

1. The Master Agreement for Transfer of Service Area (“*Master Agreement*”) by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 (“*CITY*”) and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (“*NAWSC*”), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area (“*Counter-Part Agreement*”) made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: **ROBERT C. VACKAR EDINBURG NO. 3 SUBDIVISION**, being a **4.278** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit “1.”**

Purchase Price: **Thirteen Thousand Six Hundred Eighty Dollars and Cero Cents (\$ 13,680.00).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Benito Alonzo
Interim City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

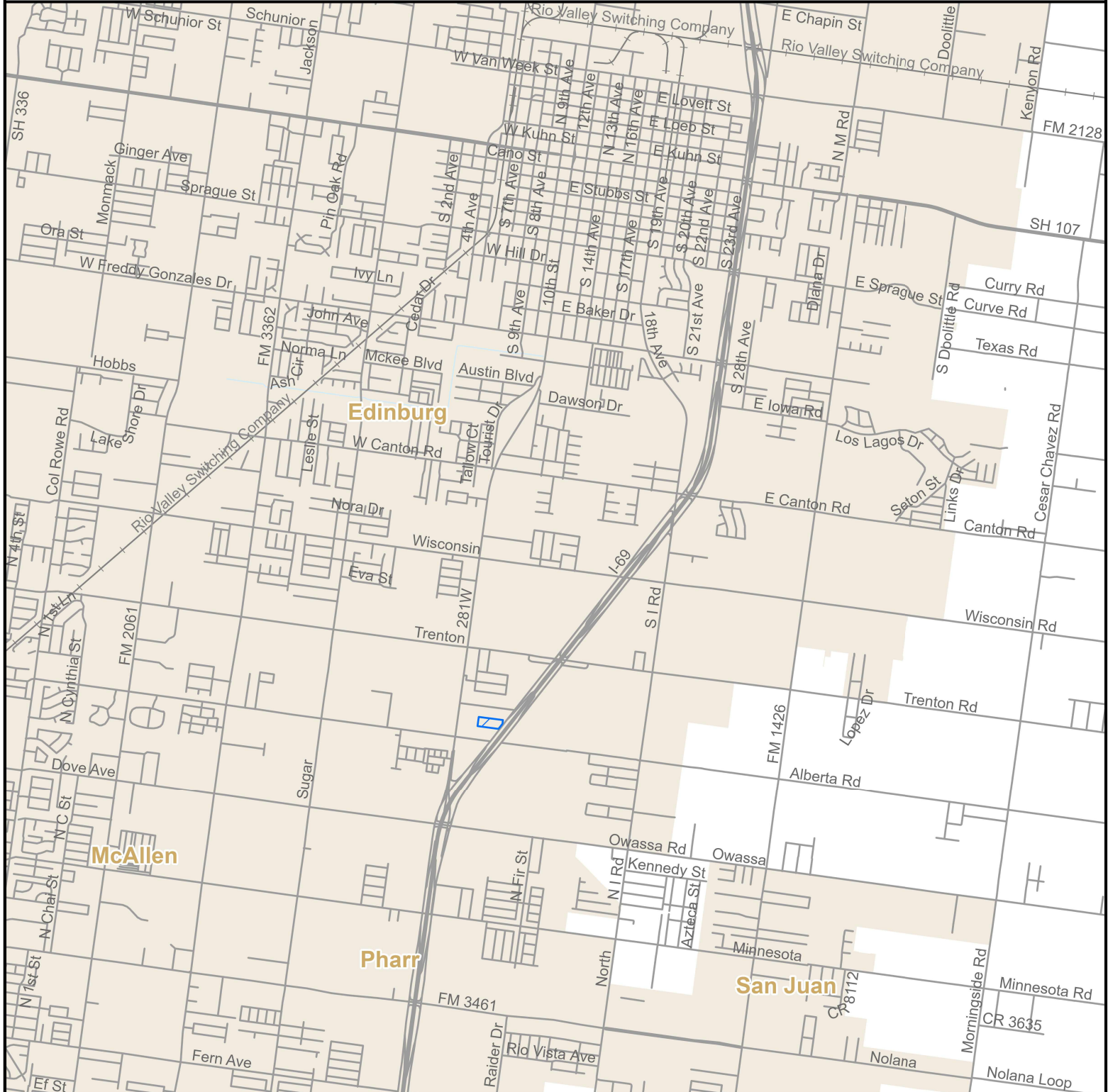
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



General Location Map for
ROBERT C VACKAR EDINBURG NO 3 SUBDIVISION



13.255 Application to Amend City of Edinbug (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map for
ROBERT C. VACKAR EDINBURG NO. 3 SUBDIVISION



Legend



Requested Area to Transfer

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
October 20, 2020

Present

Steve Krenek
Dennis Goldsberry
Matin Drewry
Ray Yeary
Abdiel Cuevas
Derrick Swanberg
Manuel B. Garcia
Michael England

Staff

Steven Paul Sanchez
Robert Rodriguez
Imma Tamez
Robyn Rodriguez
Janie Sandoval
Agustin Gomez

Other

Richard Fryer – Corporation Attorney
Mike Hernandez – Melden & Hunt Eng.
Eddie Lucio III - BNL
Ivan Garcia – Rio Delta Eng.
Mr. Larson – Representative
Jorge Arroyo – Freese & Nichols

1. **Agenda Item #1.** Meeting was called to order via audio conference at 1:00 p.m. by President Steve D. Krenek.
2. **Agenda Item #2.** Mr. Goldsberry moved for the approval of minutes for September 15, 2020. Mr. Yeary seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #5.** A report was made by Ivan Garcia, of Rio Delta Engineers on the following projects:
 - A. New Emergency Generator at Plant #2.
 - B. New Ground Water Storage Tank at Plant #2
 - C. Donna Regional Wastewater Treatment Plant Phase 2

5. **Agenda Item #4.** Mr. E. Lucio III introduced Representative Lyle Larson, Chairman of the House Natural Resource Committee. They both informed the board of the outcome of the balance due to the Texas Stakeholders from the US Mexico Water Treaty.

The outcome was that Mexico would do a paper transfer to the Texas Stakeholders. This would be with the understanding that if Mexico's Municipalities needed water for humanitarian reasons, the Stakeholders would loan them the water.

The Board had a good discussion with E. Lucio III and Lyle Larson.

6. **Agenda Item #6.** No action on payment for all related invoices for the above-mentioned projects on Item #05 for the month of October.
7. **Agenda Item #7.** A report of was made by Mike Hernandez of Melden & Hunt Engineers on the following projects:
 - A. Construction Phase of the Weslaco Area Wastewater Project
 - B. Westgate Project
 - C. Delta La Villa Colonias Waterline Project
 - D. San Perlita GST
 - E. Alternate Supply line for Plant #7
 - F. Santa Rosa Kansas City Road Waterline Project
 - G. Emergency Power for Water Plant 1 & 6 Project

North Alamo WSC Board of Directors Meeting – October 20, 2020

8. **Agenda Item #8.** Mr. Swanberg moved for the approval of payment for all related invoices for the above-mentioned projects on Item #07 for the month of October. Mr. Drewry seconded and motion carried with all in favor.
9. **Agenda Item #9.** Mr. England moved for the approval to allow engineer to solicit bids for FM 1425 Booster Station and San Perlita Booster Station. Mr. Garcia seconded and motion carried with all in favor.
10. **Agenda Item #10.** Mr. England moved for the approval of buyout request and release of service area being 10.20 acres located east of FM 1426 north of Iowa Road to the City of Edinburg. See Item #20. C. Mr. Garcia seconded and motion carried with all in favor.
11. **Agenda Item #11.** Mr. England moved for the approval of buyout request and release service area being a 4.278-acre tract located north of Alberta Rd west of US Exp 281 to the City of Edinburg. See Item #20. E. Mr. Garcia seconded and motion carried with all in favor.
12. **Agenda Item #12.** Mr. England moved for the approval of appointing two North Alamo employees Janie Sandoval and Sonia Perez as election auditor and an alternate for Sharyland WSC 2021 Elections as requested by Sharyland. Mr. Garcia seconded and motion carried with all in favor.
13. **Agenda Item #13.** Mr. Swanberg moved for the approval of purchasing turkeys for our employees for Thanksgiving. Mr. Cuevas seconded and motion carried with all in favor.
14. **Agenda Item #14.** The Wage and Salary/Budget Committee, this committee will also review Document Retention Policy. The committee members will be Mr. Krenek, Mr. Jendrusch, Mr. England, Mr. Swanberg and Alternate Mr. Garcia.
15. **Agenda Item #15.** Mr. Garcia moved for the approval of North Alamo's 990 for 2019. Mr. Drewry seconded and motion carried with all in favor.
16. **Agenda Item #16.** Mr. England moved for the approval of Financial Statemen for September, 2020 as presented by Janie Sandoval. Mr. Swanberg seconded and motion carried with all in favor. Ms. Sandoval gave a report on the following:
 - A. Report on Credit/Debit Card Payments
 - B. Report on 401 (K) Plan: The Board all agreed to handle the forfeitures, the same way it was being handled by AUL.
17. **Agenda Item #17.** Water Operations Report, Robert Rodriguez
 - A. Water Loss for the Month of September, 2020
 - B. Report on North Cameron Well
 - C. Report on San Perlita Tank Rehab
 - D. Mr. Jendrusch moved for the approval of purchasing 4,000 Kamstrup Meters at \$260.00 per meter in 2021 and pay an upfront cost of \$11,795.00 for startup. Mr. Swanberg seconded and motion carried with all in favor.
18. **Agenda Item #18.** Wastewater Operations, Report, Agustin Gomez
 - A. Wastewater Operations Report
 - (1) Report on Wastewater Treatment Plants and Systems for September, 2020
 - (2) Alberta Springs/Magic Valley Electric Coop – Vault insurance contacted us

North Alamo WSC Board of Directors Meeting – October 20, 2020

19. Agenda Item #19. General Manager's Report

- A. Discussion on water article related to US Mexico Water Treaty
 - B. Mr. Swanberg moved for the approval of realigning of North Alamo's District Boundaries. Mr. Yeary seconded and motion carried with all in favor
 - C. Report on fire hydrants by Richard Frayer
 - (1) Revision of the Waterline Access Agreement – No action
 - D. Mr. Swanberg moved for the approval of casting North Alamo's vote on the Donna Irrigation District elections. Mr. Cuevas seconded and motion carried in favor with the exception of Mr. Goldsberry and Mr. Garcia abstaining.
 - E. Report on Donna Irrigation District Agreement
- November 2020 Board Meeting – 11/17/20

20. Agenda Item #20. Mr. Swanberg moved for the approval of the following subdivisions:

- A. *Cantera Hermosa Phase I Subdivision, 85 lots on 19.769 acres, located south of Eldora Rd. east of Tower Rd., developers – Cayetano Development, LLC *Originally approved 09/15/20 with 89 lots; needs to be amended to 85 lots; location developer and acreage remain the same.
- B. *Hacienda Victoria Estates Subdivision, 101 lots on 25.224 acres located east of FM 907 south of Richardson Rd., developer – SED-VIC Investors, LP *Originally approved 11/19/2019 as Victoria Estates Subd with 103 lots, developer Leandro Rodriguez; needs to be amended with changes to name, # of lots & developer; location and acreage remain the same.
- C. Los Lagos Phase V Subdivision, 39 lots on 20.0 acres, located east of FM 1426 north of Iowa Rd., developer – Los Lagos Development, LLC *See Item #10
- D. R.G. Subdivision, 3 lots on 3.63 acres located south of FM 495 west of Border Rd., developers – Candelario, Eva Adame, Armando, San Juana Lopez
- E. Robert C. Vackar Edinburg No. 3 Subdivision, 1 lot on 4.278 acres, located north of Alberta Rd. west of US Exp 281, developer – Robert C. Vackar *See Item #11.
- F. *Sedona Estates Subdivision, 135 lots on 29.834 acres located east of FM 907 north of Sioux Rd., developer – SED-VIC Investors, LP *Originally approved 11/19/2019 with 137 lots, developer – Cayetano Development, LLC; needs to be amended with changes to # of lots and new developer; name, location and acreage remain the same
- G. Tio Cano Subdivision, 1 lot on 0.82 acres, located west of FM 506 north of Tio Cano Rd, developers – Francisco J Galvan and Maria E. Alonzo
- H. Viridian Estates Subdivision, 30 lots on 19.599 acres, located east of Mile 6 W Rd. north of Mile 10 N Rd., developer – Albert Hanks

These subdivisions are subject to the Corporation's rules and regulations. Mr. Drewry seconded and motion carried with all in favor.

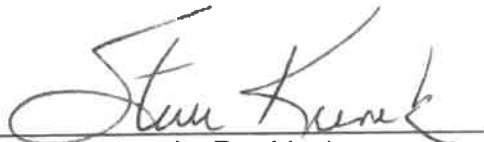
21. Agenda Item #21. Mr. England moved the approval of accepting finished subdivisions for September, 2020.

Subdivision Name	Date Finished
A. RBR Subdivision No. 1	08/14/2020
B. Las Gardenias Subdivision	07/03/2020
C. La Plazita Subdivision Phase II	05/01/2020

Mr. Swanberg seconded and motion carried with all in favor.

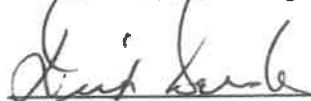
North Alamo WSC Board of Directors Meeting – October 20, 2020

- 22. Agenda Item #22.** Mr. Drewry moved for the approval for Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.
- 23. Agenda Item #23.** The Board will enter into executive session at 3:16 p.m. to discuss the following:
- A.** Discuss purchasing land for grinder station.
 - B.** Update on land for reservoir.
 - C.** Discuss purchasing land for well site.
- 24. Agenda Item #24.** The Board returns to regular session at 3:41 to take action on the following: Mr. England moved for the approval of the following as discussed in executive session.
- A.** Purchasing land for grinder station
 - B.** Update on land for reservoir
 - C.** Discuss purchasing land for well site.
- Mr. Garcia seconded and the motion carried with all in favor.
- 25. Agenda Item #25.** Mr. Drewry moved to adjourn the meeting at 3:43 p.m. Mr. Garcia seconded and motion carried with all in favor.



Steve D. Krenek - President

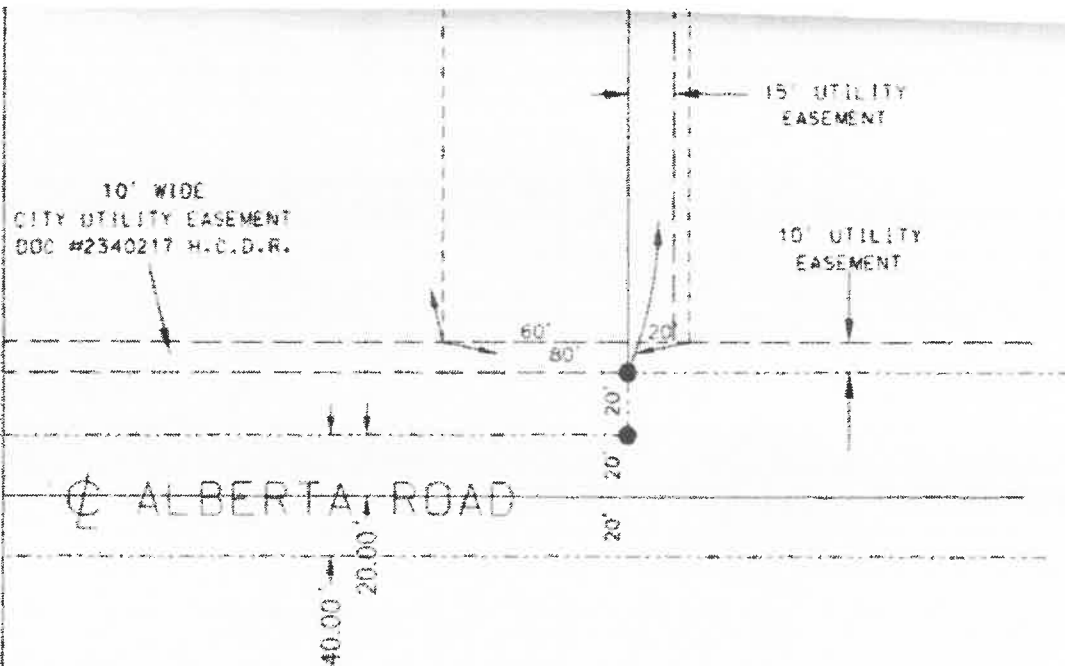
Irma Tamez, Recording



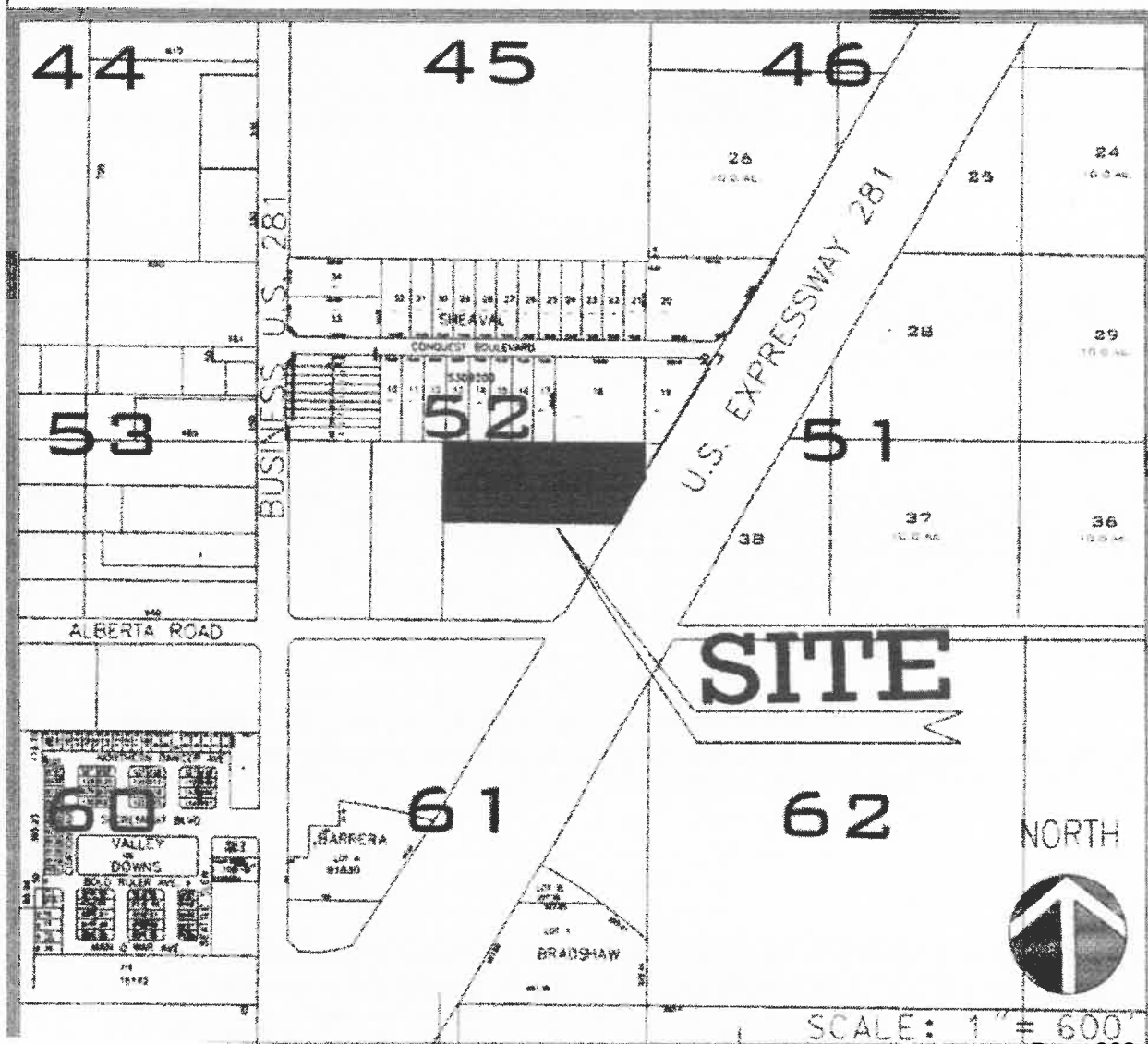
Derrick Swanberg – Secretary

SUBDIVISION CHECK LIST

Subdivision Name	ROBERT C. VACKAR EDINBURG NO. 3 SUB.			
No. of Lots / Gross & Net Acres	1 LOT 4.278 ACRES			
Location	N. OF ALBERTA RD. W. OF EXP. 281			
Developer's Name	ROBERT C. VACKAR		Ph #	
Engineering Firm	IXAGUIRRE ENGINEERING		Ph #	240-0749
Contractor			Ph #	
ITEMS		AMOUNTS		
BUYOUT REQUEST	PAID 3/30/21	\$13,680.00	Rec #	2021-01
Subdivision Narrative Letter				
Warranty Deed				
Water Service Agreement Signed				
Subdivision Review Fee			Rec #	
Board of Director's Approved				
Hydraulic Analysis Study				
Letter of Conditions Issued & Rec.				
Contract offsite easements			Rec #	
Black Hydrant Legal Deposit			Rec #	
Fire Hydrant Liab. Ins. Reims.			Rec #	
County / City Notice To Proceed				
Submittal of Material List for Project				
Preconstruction Meeting				
County/State/Gas/Elec. Bore Permits			Rec #	
NAWSC Separate M.P.O. Easement				
Irrigation District Exclusion Letter			Irri.	
Administrative Filing Sub			Rec #	
Installation Deposits-Curr YR			Rec #	
New/Forfeited Membership			Rec #	
Water Supply Fee			Rec #	
Reimbursement Fee (5 yrs)			Rec #	
Engineer Cost of Wtr Improv.				
Pipe line Pressure Test				
Bac-it Sample Approved				
Service connections Pad Lock				
Sewer Provider				
U.S.B on State Plain format				
Subdivision As-Builts				
Final Inspector's Wtr Certification		DATE		
Final bills paid Affidavit & Warranty 1 Yr.				
Thirty Year Letter				
Date Plat Recorded				
Recorded Plat Received				



VICINITY MAP



North Alamo Water Supply Corp.

420 S. Doolittle Road
Edinburg, Texas 78542

Receipt

Date	Receipt No.
3/30/2021	2021-01

Received From

Bert Ogden Cadillac, Inc

Check No.

Payment Method

Rep

Check

RD

Description	Qty	Rate	Amount
Service Area Release		13,680.00	13,680.00

**BERT OGDEN CADILLAC, INC.**
1400 E. EXPRESSWAY 83
MISSION, TEXAS 78572
(956) 681-1111
www.bertogden.com

PLAINS CAPITAL BANK

CHECK# 42188
042188

PAY**THIRTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND 00/100**

DATE	AMOUNT
03/29/21	\$13,680.00

TO THE ORDER OF NORTH ALAMO WATER SUPPLY CORP.
420 S DOOLITTLE RD
EDINBURG TX 78542-6707

A RE-ISSUE WITHIN 90 DAYS
VOID AFTER 90 DAYS FROM DATE OF ISSUANCE

#042188# 11132299412100029805#

Robert C. Vacker No. 3 Subdivision	Total
	\$13,680.00

NORTH ALAMO WATER SUPPLY CORPORATION

3/8 MILE S OF SH 107 ON DOOLITTLE ROAD
420 S DOOLITTLE RD EDINBURG TX 78542-9707

TELEPHONE 956-383-1618
FAX 956-383-1372

BUYOUT REQUEST

Robert C. Vackar Edinburg No. 3 Subdivision

1 lot 4.278 acres

North of Alberta Road West of US Exp. 281

20 x \$684.00 = \$13,680.00

Total Buyout \$13,680.00

METES AND BOUNDS DESCRIPTION

Tract of land being more particularly described by metes and bounds as follows:
A 4.278 acre tract out of Lot Fifty-Two (52), Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 133-134 of the Hidalgo County Deed Records. Said tract of land being more particularly described by metes and bounds as follows:

Commencing at the northeast corner of said Lot 52 (also being the northwest corner of Lot 20, Sheval Subdivision, as per map recorded in Volume 39, Page 13, of the Hidalgo County Map Records), thence, S 08° 25' 00" W, 660.0 feet along the east line of said Lot 52 to a 1/2-inch iron rod found at the southeast corner of Lot 18 of said Sheval Subdivision being also the POINT OF BEGINNING and northeast corner of said 4.278 acre tract;

Thence, continuing with the east line of said lot 52 and the east line of said 4.278 acre tract, S 08° 25' 00" W, 108.62 feet to a 1/2-inch iron rod found on the west right-of-way line of U.S. Expressway 281 (Interstate 69), for a corner in the east line of said 4.278 acre tract.

Thence, along the west right-of-way line of U.S. Expressway 281, S 38° 52' 14" W, 188.95 feet to a 1/2-inch iron rod found for the southeast corner of said 4.278 acre tract.

Thence, N 81° 35' 00" W, 619.33 feet to a 1/2-inch iron rod found for the southwest corner of said 4.278 acre tract.

Thence, N 08° 25' 00" E, 271.50 feet to a 1/2-inch iron rod found on the south line of said Sheval Subdivision for the northwest corner of said 4.278 acre tract.

Thence, with the south line of said Sheval Subdivision, S 81° 35' 00" E, 715.10 feet to the Point of Beginning, and containing 4.278 acres of land, more or less.



September 18, 2020

Gilbert A. Gracia, P.E.
Izaguirre Engineering Group LLC
7413 N La Homa Road
Mission, TX 78574

RE: Water CCN Buyout for Robert C. Vackar Edinburg No. 3 Subdivision 4.278 acre Track out of Lot Fifty-Two (52) Kelly – Pharr Subdivision Hidalgo County, Texas as per map thereof recorded in Volume 3, pages 133-13 of the Hidalgo County Deed Records

Mr. Gracia:

In response to your email September 10, 2020, please be advised that the City of Edinburg has the water / sewer available in the area and is willing and fully capable of providing potable water service to the proposed subdivision, once the buyout has been completed and an Interlocal Agreement between the City and NAWSC is executed.

Services will be available when the owner of the property has extended the water & sewer services into their property, has met the requirements as set out in the City Ordinance.

If you have any questions or require additional information, please call me at (956) 388-8212.

Sincerely,

Arturo Martinez
Director of Utilities

c: Mr. Juan J. Flores, Systems Superintendent





September 6, 2020

North Alamo Water Supply Corporation
Richard Garcia
420 S. Doolittle Road
Edinburg, Texas 78539

RE: Service Area Buy-Out for Subdivision
Robert C. Vackar Edinburg **No.3** Subdivision
Edinburg, Texas

Dear Mr. Garcia:

As we discussed during our conversation at your office late Friday afternoon, the City of Edinburg is requiring the developer of the above referenced proposed subdivision (plat of which I delivered to you when we met Friday) to purchase the water service area covered by said proposed subdivision from North Alamo Water Supply Corporation (NAWS) to set in motion the transfer of said water service area from NAWS to the City of Edinburg.

Please provide me with the amount of the cost of the above described buy-out so that said proposed subdivision can proceed to be recorded.

Thank you very much for your time and consideration in this matter. Please, call me at (956) 905-0177 if you have any questions or if you need any additional information.

Respectfully,

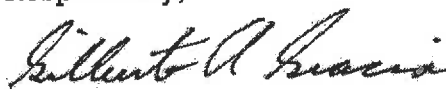

Gilberto A. Gracia, P.E.

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.H.

Russell Park Subdivision Phase II Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Russell Park Subdivision Phase II and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg and the North Alamo Water Supply Corporation (NAWSC) will execute a counterpart agreement that would allow the City of Edinburg to become the water service provider for the Russell Park Subdivision Phase II. The subdivision consists of forty-eight (48) lots and is located approximately 1315' west of the intersection of Closner Blvd and Russell Rd.

Upon execution of the agreement, the City of Edinburg and NAWSC will jointly apply to the Public Utility Commission (PUC) within one (1) year to amend their respective service areas. The timeline for the buyout process and PUC approval is estimated to take between one and two years from the date the initial application is submitted.

There will be no fiscal impact to the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Russell Park Subdivision Phase II and Execute any Other Documents Related Thereto.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Counter Part Agreement - Russell Park Subdivision Phase II

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: WW Escondido, LP

1. The Master Agreement for Transfer of Service Area (“*Master Agreement*”) by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 (“*CITY*”) and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (“*NAWSC*”), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area (“*Counter-Part Agreement*”) made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: **RUSSELL PARK SUBDIVISION PHASE II**, being a **8.88** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit “1.”**

Purchase Price: **Thirty-Two Thousand Eight Hundred Thirty-Two Dollars and Cero Cents (\$ 32,832.00).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Benito Alonzao
Interim City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

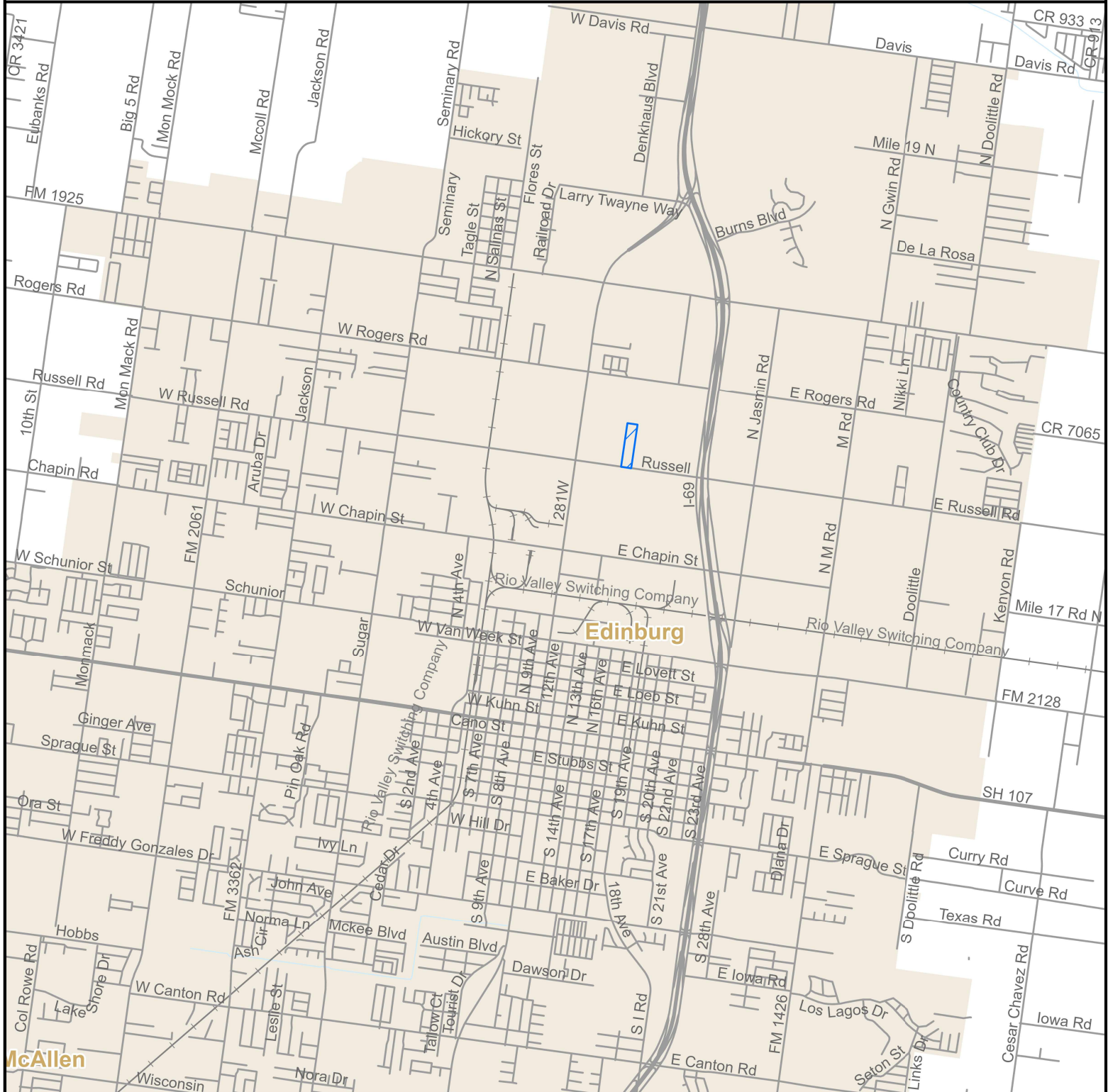
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend Utility Name (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



General Location Map for RUSSELL PARK SUBDIVISION PHASE II



Legend



Requested Area to Transfer

Created by: Gabriel Rodriguez
Date Created: 6/17/2025

0 2,000 4,000
Feet

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map for RUSSELL PARK SUBDIVISION PHASE II



Legend



Requested Area to Transfer

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINTUES
NORTH ALAMO WATER SUPPLY CORPORATION
December 14, 2017

Present

Steve Krenek
Ray Yeary
Dennis Goldsberry
Derrick Swanberg
Abdiel Cuevas
Martin Drewry
Manuel Garcia

Staff

Steven Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Janie Sandoval
Domingo Rios

Others

Richard Fryer – Corp. Attorney
Mike Hernandez – Melden & Hunt Eng.
Anthony Guerra – L&G Hidalgo Pct. 1
Rene Gonzalez - PCE

1. **Agenda Item #1.** Meeting was called to order at 1:00 p.m. by President Steve Krenek.
2. **Agenda Item #2.** Mr. Goldsberry moved for the approval of the minutes of November 16, 2017. Mr. Swanberg seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #4.** Mr. E. Lucio III of Beatty Bangle Strama (BS) was unable to attend the meeting. Report submitted.
5. **Agenda Item #5.** Mr. Swanberg moved for the approval of buyout and release of service area being 8.88 acres located on the north side of Mile 17.5 N Rd west of Expressway US 281 for Russell Park Subdivision Phase II to the City of Edinburg. Buyout request letter in subdivision file. Mr. Goldsberry seconded and motion carried with all in favor.
6. **Agenda Item #6.** An update was made by Mike Hernandez of Melden and Hunt Inc. on:
 - A. The Santa Rosa Project;
 - B. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant, La Villa Subdivisions, FM 1925, Owassa Rd waterline project, North Alamo's CIP application with Rural Development and the two million ground storage tank at Plant #4.
 - C. Sioux Road Water Tower
 - D. Mr. Swanberg moved for the approval to ratify Santa Rosa Change Order No. 2 Reconciliation amount \$25,875.00. Mr. Drewry seconded and motion carried with all in favor.
 - E. Mr. Swanberg moved for the approval to ratify Santa Rosa Change Order No. 3 additional colonias amount \$101,340.00 for Santa Rosa Project. Mr. Garcia seconded and motion carried with all in favor.
7. **Agenda Item #7.** Mr. Swanberg moved for the approval of pay request No. 5 in the amount of \$11,400.00 to Tank Pro, Inc. for work completed to date on the Sioux Road Water Tower Project. Mr. Goldsberry seconded and motion carried with all in favor.
8. **Agenda Item #8.** No pay request to Melden and Hunt on the Santa Rosa Project.
9. **Agenda Item #9.** No pay request No. 4 to the Saenz Brothers Construction, LLC for work completed to date on the Santa Rosa Waterline & Service Connection Improvement Project.

North Alamo WSC Board of Directors Meeting – December 14, 2017

10. **Agenda Item #10.** No pay requests to Melden and Hunt, Inc. on the following CIP Phase 1 Projects:
 - A. Engineering Design of Reservoir for the Delta Regional WTP
 - B. Engineering Design for 12" waterline along FM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline
 - C. Engineering Design on one MG Composite Elevated Storage Tank
11. **Agenda Item #11.** Mr. Goldsberry moved for the approval of pay request in the amount of \$10,340.00 to Melden and Hunt, Inc. for the Plant No. 4 Ground Storage Tank Project. Mr. Yeary seconded and motion carried with all in favor.
12. **Agenda Item #12.** Mr. Drewry moved for the approval of pay request of \$1,622.50 on the 10" Owassa Rd. Waterline Project to Melden and Hunt. Mr. Cuevas seconded and motion carried with all in favor.
13. **Agenda Item #13.** Mr. Goldsberry moved for the approval of pay request No. 3 in the amount of \$105,975.93 to JMJ Contractors for work completed to date on the Owassa Rd. Waterline Project. Mr. Yeary seconded and motion carried with all in favor.
14. **Agenda Item #14.** Mr. Yeary moved for the approval of pay request of \$45,772.00 to Melden and Hunt, Inc. for NAWSC on the North Weslaco EDAP Project as follows:
 - A. Project Management - \$0.00
 - B. Design Services - \$21,072.00
 - C. Surveying Services - \$17,200.00
 - D. Easement Services - \$7,500.00Mr. Cuevas seconded and motion carried with all in favor.
15. **Agenda Item #15.** Mr. Goldsberry moved for the approval of pay request of \$22,400.00 to Millennium Engineering for geotechnical services related to North Weslaco EDAP Project. Mr. Yeary seconded and motion carried with all in favor.
16. **Agenda Item #16.** A report was made by Ivan Garcia of Rio Delta Engineering on the TWDB Loan Grant Application /BECC Loan Application for the Regional Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.
17. **Agenda Item #17.** Mr. Swanberg moved for the approval of pay request of \$7,604.17 to Rio Delta Engineering for work completed to date on the North Alamo Regional Wastewater Treatment Plant Collection System Phase 1 – Lift Station "D", Bid No. BEIF TX 0590 for construction management services (contingent on final NAD Bank/BECC approval). Mr. Yeary seconded and motion carried with all in favor.
18. **Agenda Item #18.** Mr. Cuevas moved for the approval of pay request #7 of \$220,557.89 to Saenz Brothers Construction, LLC, for work completed to date on the North Alamo Regional Wastewater Treatment Plant Collection System Phase 1-Lift Station "D" – Bid No BEIF TX 590- (contingent on final NAD Bank/BECC approval). Mr. Garcia seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – December 14, 2017

- 19. Agenda Item #19.** Mr. Goldsberry moved for the approval of pay request(s) to Rio Delta Engineering for work completed to date on the Regional Wastewater Treatment Plant Project as follows: (Combined Total: \$1,682.04)
- A.** Resident Project Representative - \$0.00
 - B.** Bidding and Negotiation Phase - \$0.00
 - C.** Construction Phase - \$0.00
 - D.** Material Testing – Raba Kistner - \$1,682.04
- Mr. Yeary seconded and motion carried with all in favor.
- 20. Agenda Item #20.** Mr. Swanberg moved for the approval of pay request #21 of \$135,522.33 to Associated Construction Partners, LTD for work completed to date on the TWDB Project #10430 – Bid 276.1 (a) – NAWSC Regional Wastewater Treatment Plant Project. Mr. Cuevas seconded and motion carried with all in favor.
- 21. Agenda Item 21.** Mr. Goldsberry moved for the approval of Change Order #5 subject to Wastewater Manager Agustin Gomez reviewing these prices for a grand total of \$67,923.66 to Associated Construction Partners, LTD on the TWDB Project #10430 – Bid 276.1 (a) – NAWSC Regional Wastewater Treatment Plant Project for the following:
- A.** Emergency eye wash at chlorine building and bell filler press - \$10,417.17
 - B.** Required upgrades to Donna High School lift station - \$19,345.29 (Tabled 11/16/17);
 - C.** 45 KVA diesel-towable generator - \$38,161.20 (Tabled 11/16/17);
- Mr. Yeary seconded and motion carried with all in favor.
- 22. Agenda Item #22.** Mr. Swanberg moved for the approval of appointing a three person Credentials/Proxy Committee comprised of three Directors – Mr. Cuevas, Mr. England and Mr. Yeary. Mr. Goldsberry seconded and motion carried with all in favor.
- 23. Agenda Item #23.** Mr. Goldsberry moved for the approval of establishing North Alamo WSC Elections Procedures, Director Application, Official Ballot and Candidate Information Forms for the following years (2018). Mr. Yeary seconded and motion carried with all in favor.
- 24. Agenda Item #24.** Mr. Swanberg moved for the approval of four (4) North Alamo Water Supply's 2018 Elections roster for District 1, 2, and 3.
- A.** One roster for each district up to December 31st
 - B.** One roster for all three districts from January 1st thru February 15th
- Mr. Cuevas seconded and motion carried with all in favor.
- 25. Agenda Item #25.** Mr. Swanberg moved for the approval of 2018 Budget after recommendation by Budget Review. Mr. Cuevas seconded and motion carried with all in favor.
- 26. Agenda Item #26.** Mr. Garcia moved for the approval of Financial Statement for November 2017. Mr. Swanberg seconded and motion carried with all in favor.
- 27. Agenda Item #27.** Water Operations Report, Robert Rodriguez
- A.** Water Loss for the Month of November, 2017 (8.16%) 28-day cycle
 - B.** Plant #1 Clarifiers
 - C.** Lasara RO Well Pump/Discuss possibility of drilling new well at his location
 - D.** Doolittle RO Well Pump

North Alamo WSC Board of Directors Meeting – December 14, 2017

28. Agenda Item #28. Wastewater Operations Report, Domingo Rios

A. Wastewater Operations Report

(1) Report on Wastewater Treatment Plants and Collection Systems for November, 2017

29. Agenda Item #29. General Manager's Report

A. Report on North Cameron Well

B. Mr. Swanberg moved for the approval of extending time payments of 4 years to account #32- 3845-000-00. Mr. Drewry seconded and motion carried with all in favor.

C. Mr. Swanberg moved for the approval to renew farm lease with Mark Willis for the Lasara RO and WWTP, (95 & 23 acres); and Hargill WWTP (41 acres), properties and authorize the General Manager to sign all related documents. Mr. Cuevas seconded and motion carried with all in favor.

D. Mr. Garcia moved for the approval of revised payment amount to HCID #2 of \$402,840.68 for purchase of water rights resulting from 2014 Subchapter O petition (amending purchase price from \$442,399.41 as approved on April 14, 2015). Mr. Yeary seconded and motion carried with all in favor.

E. Mr. Garcia moved for the approval and authorization by the Board to send the Subchapter O petitions for 2015 to the various irrigation districts and authorize GM as signatory on all related documents, (HCID No. 1 and Delta Lake ID). Mr. Cuevas seconded and motion carried with all in favor.

F. 2018 Holidays

January Board Meeting – 01/16/18

30. Agenda Item #30. Mr. Swanberg moved for the approval of the following Subdivisions:

A. 491 Estates Subdivision, 10 lots on 10.144 acres, located east of Mile 1 West Rd. north of FM 491, developer – Angel Urcullo

B. JMH Subdivision, 4 lots on 8.84 acres, located on the west side of FM 506 south of Tio Cano Rd., developer – Peggy Burdine

C. *Midway Mobile Home Subdivision, 116 lots on 25.263 acres, located on the southeast corner of Midway Rd. and Mile 6.5 N. Rd.; developer – Tim Gearhart *Originally approved on 04/20/17 as a 118-lot subdivision; needs to be amended as a 116-lot subd., # of acres, location and developer remain the same

D. Pueblo de Palmas Phase 22 Subdivision, 121 lots on 49.992 acres located north of FM 1925 west of Alamo Rd., developer – J. Gary Frisby

E. STHS Alamo Subdivision, 1 lot on 3.87 acres, located on the north side of Frontage Rd 83 west of Border, developer – JCJJI, LTD

F. *Troy Subdivision, 4 lots on 12.92 acres, located on the south side of Anderson Rd. east of FM 1423; developer – Elsa Pirkle *Originally approved on 01/17/2017 with 3 lots on 8.63 acres; needs to be amended to 4 lots on 12.92 acres; location and developer remain the same.

These subdivisions are subject to the Corporation's rules and regulations. Mr. Goldsberry seconded and motion carried with all in favor.

31. Agenda Item #31. Mr. Cuevas moved for the approval of accepting finished Subdivisions for November 2017:

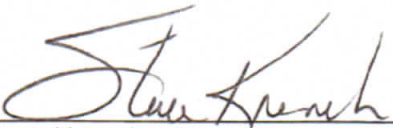
<u>Subdivision Name</u>	<u>Date Finished</u>	<u>Value</u>	<u>Value-WW</u>
A. Border Town Subdivision No. 2	Finished 11/29/17	104,545.00	N/A 0.00
B. Los Feliz Phase II Subdivision	Finished 11/29/17	111,560.00	N/A 0.00
C. Palazzo Vegas Ranches Subdivision	Finished 11/29/17	275,060.00	348,130.00

North Alamo WSC Board of Directors Meeting – December 14, 2017
Agenda Item #31 Continued:

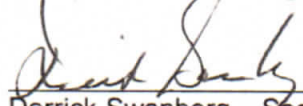
November 2017 Total Completed Infrastructure: **\$491,165.00 \$348,130.00**

Mr. Drewry seconded and motion carried with all in favor.

32. **Agenda Item #32.** Mr. Swanberg moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Cuevas seconded and motion carried all in favor.
33. **Agenda Item #33.** The Board entered into Executive Session at 3:00 p.m. to discuss the following:
A. Report and discussion with possible approval of recommendations by Wage and Salary Review Committee
34. **Agenda Item #34.** The Board returns into regular Session at 3:22 p.m. to act on the following:
A. Mr. Goldsberry moved for the approval of Wage and Salary as recommended by Wage & Salary Committee and to compensate committee members \$100.00 for their work. Mr. Drewry seconded and motion carried with all in favor.
35. **Agenda Item #35.** Mr. Swanberg moved to adjourn the meeting at 3:25 p.m. Mr. Yeary seconded and motion carried with all in favor.


Steve Krenk – President

Irma Tamez, Recording


Derrick Swanberg – Secretary

WW Escondido, LP
PO BOX 2734
Laredo, TX 78044-2734

IBC

306

PAY **North Alamo Water Supply Corp**

DATE **11/16/2018**

Reference:

****32,832.00**

\$

THIRTY-TWO-THOUSAND EIGHT-HUNDRED-THIRTY-TWO AND 00/100 *** DOLLARS**

TO THE
ORDER
OF **North Alamo Water Supply Corp**



VALIDATED DNA SECURE CHECK
Verify at gValidate.com

[Handwritten Signature]

Memo **Water Buyout Russell Park PH II**

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWN STAIN CHEMICAL REACTANT

⑈0306⑈ ⑆1114902528⑆ 2114805522⑈

WW Escondido, LP

North Alamo Water Supply Corp

Date **11/16/2018**
Type **Reference**
Bill

306

Original Amt.	Balance Due	11/16/2018
32,832.00	32,832.00	Discount
		Check Amount

Payment
32,832.00
32,832.00

New IBC Acct #5522 Water Buyout Russell Park PH II

32,832.00

RUSSELL PARK SUBDIVISION PHASE II

A 8.88 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2685496 AND 2778796, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP

SCALE 1" : 3000'



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3068941

Billable Pages: 3

Recorded On: December 03, 2019 03:47 PM

Number of Pages: 4

*****Examined and Charged as Follows*****

Total Recording: \$ 44.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

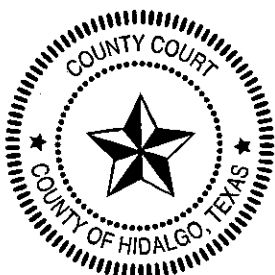
File Information:

Document No: 3068941
Receipt No: 20191203000261
Recorded On: December 03, 2019 03:47 PM
Deputy Clerk: Belya Trevino
Station: McAllen-CC-K22

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

GF#586413

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Warranty Deed with Vendor's Lien

DATE: November 22, 2019

GRANTOR: WW ESCONDIDO, LP
1580 S. Main Street, Suite 102
Boerne, Kendall County, Texas 78006

GRANTEE: WESTWIND DEVELOPMENT GP-RGV, LLC
P. O. Box 112
Weslaco, Hidalgo County, Texas 78599-0112

CONSIDERATION:

Cash and a portion of the proceeds from a note of even date that is in the principal amount of **THREE HUNDRED SIXTY-FOUR THOUSAND AND NO/100 DOLLARS** (\$364,000.00), and is executed by Grantee, payable to the order of **P.E. FUNDING, L.L.C.** The note is secured by a vendor's lien retained in favor of **P.E. FUNDING, L.L.C.**, in this Deed and by a Deed of Trust of even date from Grantee to **DAVID Z. CONOLY, P.C.**, Trustee.

PROPERTY (including any improvements):

Lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, and 92, Russell Park Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof filed on July 5, 2019, and recorded under Clerk's File No. 3028460, Official Records, and Map Records, Hidalgo County, Texas.

RESERVATIONS FROM CONVEYANCE: NONE.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Restrictions filed for record under Clerk's File No. 3028460, Official Records and Map Records of Hidalgo County, Texas.
2. Mineral and/or royalty grant and/or reservation in instrument recorded in Volume 458, Page 61, Deed Records, Hidalgo County, Texas.
3. Oil, Gas and Mineral Lease dated April 27, 1983, recorded in Volume 1855, Page 930, Official Records; dated April 28, 1983, recorded in Volume 1862, Page 932, Official Records; and dated October 17, 1990, recorded in Volume 3017, Page 216, Official Records, Hidalgo County, Texas.

4. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
5. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.
6. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
7. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property.
8. Standby fees and taxes which are not yet due and payable for the current year and subsequent years, the payment of which Grantee assumes; and subsequent assessments for this and prior years due to change(s) in land usage, ownership, or both, the payment of which Grantee assumes.

GRANT OF PROPERTY:

Grantor for the Consideration and subject to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS AND CONVEYS** to Grantee, the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby **GRANTS, BARGAINS, SELLS and CONVEYS**, without warranty expressed or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the above described Property and abutting properties; and (ii) any land lying in or under any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the above described Property.

Ad valorem real property taxes for the current year have been prorated through the date of closing, and Grantee assumes and promises to pay such taxes for the current year before they become delinquent, if they are not paid at closing. If the actual ad valorem real property taxes for the current year vary from the amount prorated at closing, the Grantor and Grantee will make the adjustments and payments between themselves.

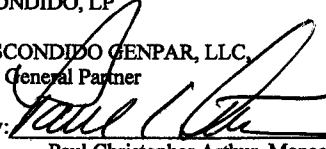
The vendor's lien against, and superior title to, the Property are retained until each note described is fully paid according to its terms, at which time this Deed shall become absolute.

P.E. FUNDING, L.L.C., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of, and are transferred to, **P.E. FUNDING, L.L.C.**, without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

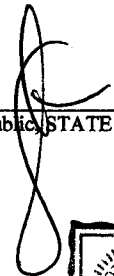
WW ESCONDIDO, LP

By: **ESCONDIDO GENPAR, LLC,**
Its General Partner

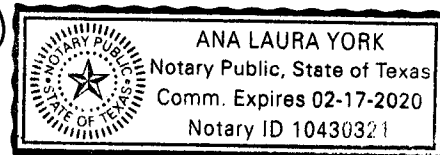
By: 
Paul Christopher Arthur, Manager

STATE OF TEXAS
COUNTY OF WEBB

This instrument was acknowledged before me on the 22 day of November, 2019, by PAUL CHRISTOPHER ARTHUR, Manager of ESCONDIDO GENPAR, LLC, a Texas limited liability company acting in its capacity as General Partner on behalf of WW ESCONDIDO, LP, a Texas limited partnership.



Notary Public, STATE OF TEXAS



TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:
Original Date of Filing:
Formation Date:
Tax ID:
Duration:

Name:
Address:

800808337
April 30, 2007
N/A
32035026841
Perpetual

WW Escondido, LP
1580 S. MAIN ST., STE 102
Boerne, TX 78006-3312 USA

Entity Type:
Entity Status:

FEIN:

Domestic Limited Partnership (LP)
In existence

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Name Paul C Arthur	Address 5319 S McColl Road Edinburg, TX 78539 USA				Inactive Date	

Order

Return to Search

Instructions:
● To place an order for additional information about a filing press the 'Order' button.

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: May 21, 2026

CONSENT AGENDA

Agenda Item No: 12.I.

Sonador Trails Subdivision Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Sonador Trails Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg and the North Alamo Water Supply Corporation (NAWSC) will execute a counterpart agreement that would allow the City of Edinburg to become the water service provider for the Sonador Trails Subdivision. The subdivision consists of forty six (46) lots and is located approximately 465' west of the intersection of I-69C Frontage and Russell Road.

Upon execution of the agreement, the City of Edinburg and NAWSC will jointly apply to the Public Utility Commission (PUC) within one (1) year to amend their respective service areas. The timeline for the buyout process and PUC approval is estimated to take between one and two years from the date the initial application is submitted.

There will be no fiscal impact to the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Water Service to Sonador Trails Subdivision and Execute any Other Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities

Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,

Administrative Assistant

Attachments:

A. Counter Part Agreement - Sonador Trails Subdivision

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: Riverside Development Services LLC

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: Sonador Trails Subdivision, being a 9.59 acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: Thirty-One Thousand Four Hundred Sixty-Four Dollars and Cero Cents (\$ 31,464.00).

Additional Provisions: None

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Benito Alonzao
Interim City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

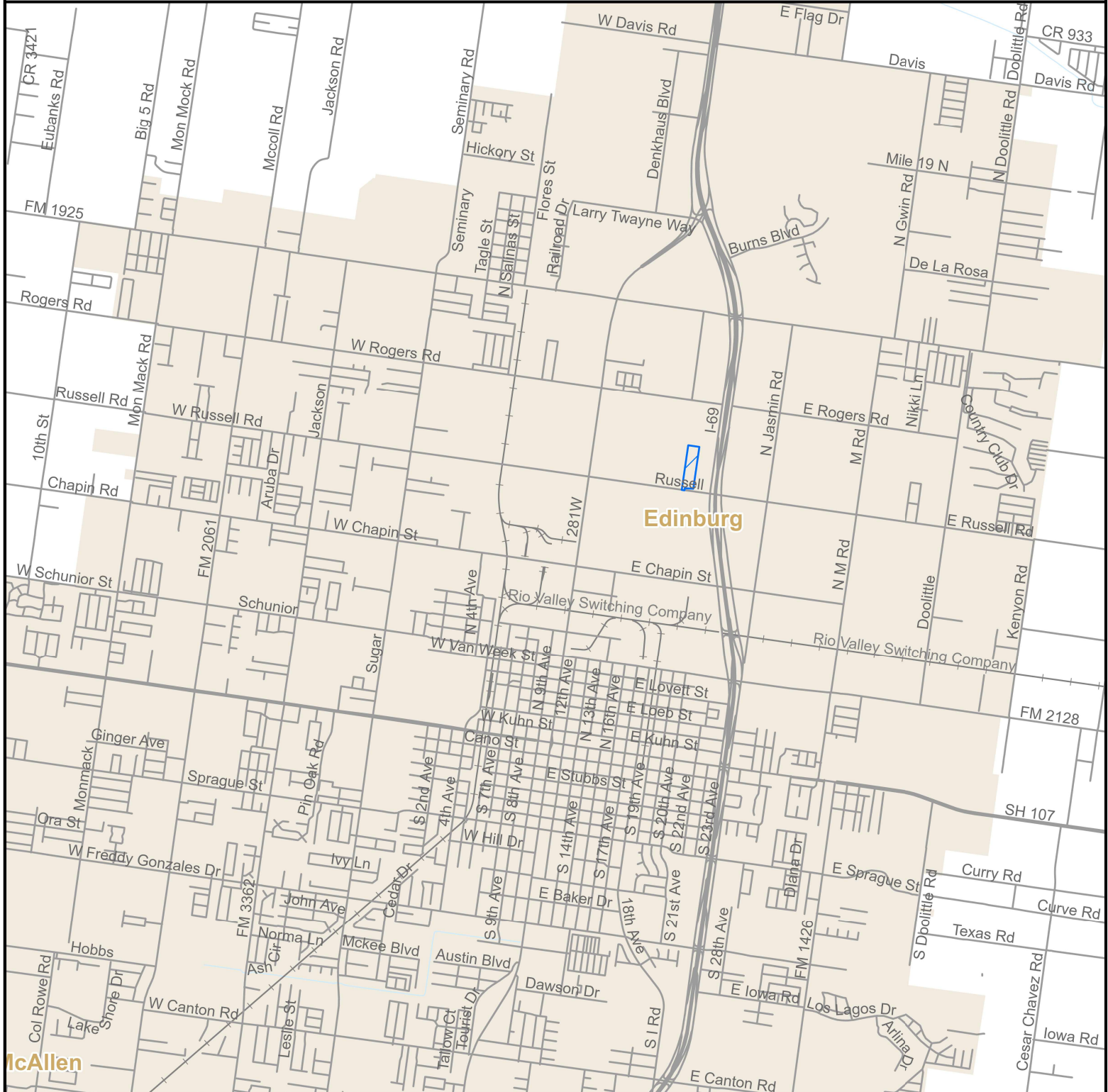
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



General Location Map for SONADOR TRAILS SUBDIVISION



Legend

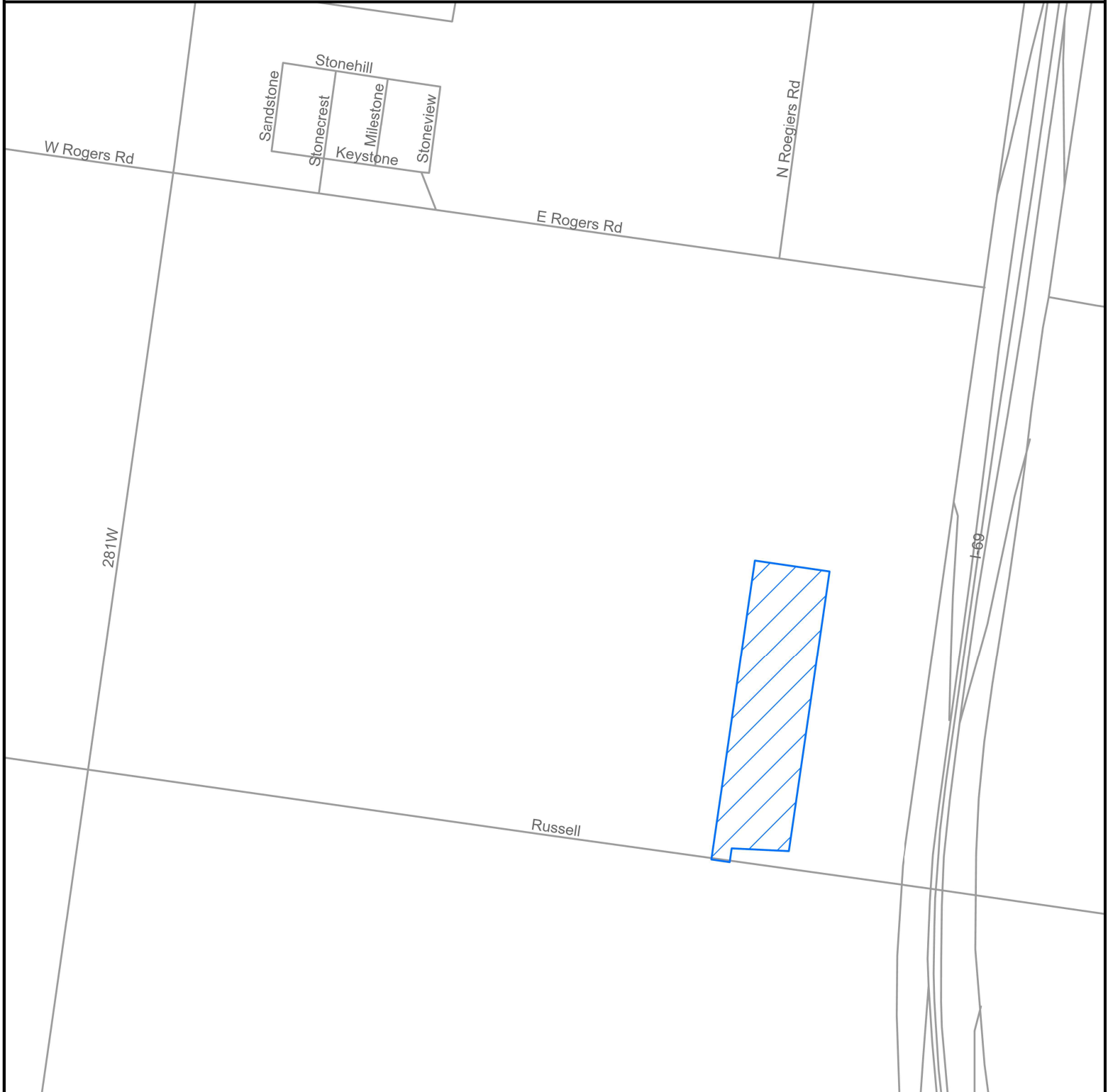


Requested Area to Transfer

Created by: Gabriel Rodriguez
Date Created: 6/17/2025

0 2,300 4,600
Feet

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map for SONADOR TRAILS SUBDIVISION



Legend



Requested Area to Transfer

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
January 15, 2019

Present

Steve D. Krenek
Derrick Swanberg
Dennis Goldsberry
Thomas Jendrusch
Ray Yeary
Martin Drewry
Abdiel Cuevas
Manuel Garcia
Michael England

Staff

Steven P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Agustin Gomez
Janie Sandoval

Others

Bryan Henson – Corp. Attorney
Mike Hernandez – Melden & Hunt Eng.
Allan Booe – Melden & Hunt Eng.
Jorge Arroyo – FNI
Ben D. Smith – Higginbotham Ins.
Raymond Longoria – FNI
Ivan Garcia – Rio Delta Engineering

- 01. Agenda Item #1.** The meeting was called to order at 1:00 p.m. by President Steve Krenek.
- 02. Agenda Item #2.** Mr. England moved for the approval of the minutes of December 18, 2018 regular monthly Board of Directors meeting. Mr. Cuevas seconded and motion carried with all in favor.
- 03. Agenda Item #3.** No public comments.
- 04. Agenda Item #4.** Mr. E. Lucio III of Beatty Bangle Strama (BBS) was unable to attend.
- 05. Agenda Item #5.** Mr. Swanberg moved for the approval of renewing North Alamo's corporate insurance as recommended by Ben Smith of Higginbotham. Mr. England seconded and motion carried with all in favor.
- 06. Agenda Item #6.** Mr. Jorge Arroyo of Freese and Nichols gave a presentation on Nano Filtration Membrane funding and project options.
- 07. Agenda Item #7.** Mr. Swanberg moved for the approval of request for buyout of 9.59 acres (Soñador Trails Subdivision), located at the northwest corner of Expressway 281 and Russell Road to the City of Edinburg. Mr. Yeary seconded and motion carried with all in favor.
- 08. Agenda Item #8.** An update was made by Mike Hernández of Melden & Hunt, Inc. on:
- A. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant
 - B. Lasara Well – Motor and Controls
 - C. Westgate Project
 - D. WTP No. 4 2.0 MG GST
 - E. Delta La Villa Colonias Waterline Project
 - F. Owassa Road Waterline Project
 - G. CIP Projects
- 09. Agenda Item #9.** No action on the following for the Westgate Road Project:
- A. Accepting offer from County on (0) easements where we (NAWSC) have no infrastructure and possibly present counter offer to the County.

North Alamo WSC Board of Directors Meeting – January 15, 2019

- 10. Agenda Item #10.** Mr. England moved for the approval of pay request in the amount of \$10,433.15 to Melden and Hunt for the submittal of construction documents to the TWDB for consideration of the TWDB Wastewater Project. Mc. Drewry seconded and motion carried with all in favor.
- 11. Agenda Item #11.** No pay request to Melden and Hunt, Inc. for the Westgate Waterline Relocation Project.
- 12. Agenda Item #12.** No pay request to Melden and Hunt, Inc. for the Delta and La Villa Colonias Project.
- 13. Agenda Item #13.** Mr. England moved for the approval of pay requests to Melden & Hunt, Inc. on the following CIP Phase 1 Projects: (Combined Total \$13,396.57)
- A. Engineering Design of Reservoir for the Delta Regional WTP in the amount of \$5,963.10;
 - B. Engineering Design for 12" waterline along FM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline in the amount of \$3,827.50;
 - C. Engineering Design on one MG Composite Elevated Storage Tank in the amount of \$3,605.97.
- Mr. Jendrusch seconded and motion carried with all in favor.
- 14. Agenda Item #14.** Mr. England moved for the approval of pay request No. 4 in the amount of \$114,525.86 to JMJ Constructors for the Delta Area Regional Water Treatment Plant Reservoir Project. Mr. Jendrusch seconded and motion carried with all in favor.
- 15. Agenda Item #15.** Mr. England moved for the approval of pay request No. 4 in the amount of \$67,046.25 to Landmark Structures for the Wisconsin Road 1.0 MG Elevated Tower Project. Mr. Jendrusch seconded and motion carried with all in favor.
- 16. Agenda Item #16.** Mr. England moved for the approval of pay request No. 4 in the amount of \$38,331.66 to Cornett Construction for the NAWSC 2016 USDA Funded Water Distribution Project. Mr. Jendrusch seconded and motion carried with all in favor.
- 17. Agenda Item #17.** Mr. England moved for the approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase II Projects: (Combined Total: \$46,331.40)
- A. Engineering Design for Plant #5 Expansion \$22,924.65;
 - B. Engineering Design for Distribution lines going out of Plant #5 \$23,406.75.
- Mr. Jendrusch seconded and motion carried with all in favor.
- 18. Agenda Item #18.** Mr. England moved for the approval of pay request in the amount of \$3,200.00 to Melden and Hunt, Inc. for the Plant #4 Ground Storage Tank Project. Mr. Jendrusch seconded and motion carried with all in favor.
- 19. Agenda Item #19.** Mr. England moved for the approval of pay request No 7 in the amount of \$73,530.00 to RP Constructors, Inc. for work completed to date on the 2 MG GST Project at Plant #4. Mr. Jendrusch seconded and motion carried with all in favor.
- 20. Agenda Item #20.** No pay request on the 10" Owassa Rd. Waterline Project to Melden and Hunt.

North Alamo WSC Board of Directors Meeting – January 15, 2019

- 21. Agenda Item #21.** No pay request No. 7 to JMJ Contractors for work completed to date on the Owassa Rd. Waterline Project.
- 22. Agenda Item #22.** No pay request to Melden and Hunt, Inc. on the North Weslaco EDAP PAD Project as follows:
- A. Project Management - \$0.00
 - B. Design Services - \$0.00
 - C. Surveying Services - \$0.00
 - D. Easement Services - \$0.00
- 23. Agenda Item #23.** No pay request No. 4 to United Water Services, LLC for work completed to date on the Lasara RO Well Pump Replacement Project.
- 24. Agenda Item #24.** Mr. Goldsberry moved for the approval of request to Melden and Hunt, Inc. for the following water improvement projects: (Combined Total: \$13,571.50)
- A. Economedes Waterline Project - \$4,160.00
 - B. Kansas City Road Waterline Project - \$2,954.50
 - C. Parker Road Waterline Project - \$3,325.00
 - D. Willacy County Water Improvement Project - \$3,132.00
- Mr. Jendrusch seconded and motion carried with all in favor.
- 25. Agenda Item #25.** A report was made by Ivan Garcia from Rio Delta Engineering on the TWDB Loan Grant Application/BECC Loan Application for the Regional Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.
- 26. Agenda Item #26.** No pay requests to Rio Delta Engineering for work completed to date on the Regional Wastewater Project as follows:
- A. Resident Project Representative - \$0.00;
 - B. Bidding and Negotiation Phase - \$0.00;
 - C. Construction Phase - \$0.00
 - D. Post-Construction Phase - \$0.00
 - E. Material Testing – Raba Kistner - \$0.00.
- 27. Agenda Item #27.** Mr. Garcia moved for the approval of Financial Statement for December, 2018, as presented by Controller Janie Sandoval. Mr. Jendrusch seconded and motion carried with all in favor.
- 28. Agenda Item #28.** Water Operations Report, Robert Rodriguez
- A. Water Loss for the Month of December, 2018 (23.84%) 35-day cycle
 - B. Lasara RO Well Pump
 - C. Report on Doolittle Well
 - D. Report on material sold from yard in 2018
- 29. Agenda Item #29.** Wastewater Operations Report, Agustin Gomez
- A. Wastewater Operations Report
 - (1) Report on Wastewater Treatment Plants and Collection Systems for December, 2018

North Alamo WSC Board of Directors Meeting – January 15, 2019

30. Agenda Item #30. General Manager's Report

- A. Report on TRWA/TWCA Water Law Conference
- B. Report on meetings with local elected officials.
- C. Report on Federal Shut down's impact on North Alamo February Board Meeting 02/19/19

31. Agenda Item #31. Mr. Yeary moved for the approval of the following subdivisions with the exception of E.

- A. Las Villas Apartments Subdivision, 2 lots on 2.66 acres, located on the south side of Business 83 West of Mile 6.5 W Rd., developer – Antonio & Elisa Edith Villa
- B. Midway Villas Subdivision, 1 lot on 4.613 acres, located on the east side of Mile 6.5 W Rd. north of US Exp 83, developer - Rosa Maria Valdez
- C. Pueblo De Palmas Phase 23 Subdivision, 89 lots on 17.101 acres, located on the west side of Alamo Rd. north of FM 1925, developer – Gary Frisby
- D. Replat of Lot 2 Fidencio Garcia Estates Subdivision, 2 lots on 1.07 acres, located on the south side of FM 1925 east of FM 493; developer – Melissa Garcia
- E. *Soñador Trails Subdivision, 46 lots o 9.59 acres, located on the north side of Mile 17 ½ N. Rd. west of US Exp 281; developer – Riverside Development Services, LLC. *See item #07. Buyout request.

These subdivisions are subject to the Corporations rules and regulations. Mr. England seconded and motion carried with all in favor.

32. Agenda Item #32. No completed infrastructure of finished subdivisions for December 2018.

33. Agenda Item #33. Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. England seconded and motion carried with all in favor.

34. Agenda Item #34. The Board will retire from Regular Session at 3:44 p.m. to enter into Executive Session to act on the following:

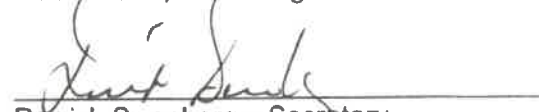
- A. Report on law suit – Juan Gonzalez

35. Agenda Item #35. The Board returned to regular session at 3:50

36. Agenda Item #36. Mr. Swanberg moved to adjourn the meeting at 3:51 p.m. Mr. Drewry seconded and motion passed with consensus.


Steve Krenak – President

Irma Tamez, Recording


Derrick Swanberg – Secretary

A Regular Meeting of the Board of Directors of North Alamo Water Supply Corporation will be held at 1:00p.m. Tuesday, January 15, 2019 at the Main Office located at 420 S. Doolittle Road, Edinburg, Texas. At that time the following items will be considered for approval:

AGENDA

01. Call Meeting to Order.

The North Alamo Water Supply Corporation reserves the right to adjourn into Executive Session at any time to discuss any of the matters listed below in accordance with Chapter 551 of the Texas Government Code, Vernon's Civil Statutes, Subchapter D, as it pertains to private consultation with the Corporation's attorneys (§551.071), personnel matters (§551.074) and land acquisition (§551.073). THE BELOW LISTED ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE IN OPEN SESSION.

02. Approval of minutes for the December 18, 2018, regular monthly Board of Directors meeting.

03. Public comments and consider action on customers' bills.

04. Report by E Lucio III of Beatty Bangle Strama (BBS) for assistance in gathering information on policy changes and court decisions on water issues.

05. Consideration and possible approval of renewing North Alamo's corporate insurance as recommended by Ben Smith of Higginbotham.

06. Report by Freese and Nichols on Nano Filtration Membrane funding and project options.

07. Consideration and possible approval of request for buyout of 9.59 acres (Soñador Trails Subdivision), located at the northwest corner of Expressway 281 and Russell Road to the City of Edinburg.

08. Update and report by Melden and Hunt, Inc. on:

- A. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant
- B. Lasara Well – Motor and Controls
- C. Westgate Project
- D. WTP No. 4 2.0 MG GST
- E. Delta La Villa Colonias Waterline Project
- F. Owassa Road Waterline Project.
- G. CIP Projects

09. Consideration and possible approval of the following for the Westgate Road Project:

- A. Accepting offer from County on (-0-) easements where we (NAWSC) have no infrastructure and possibly present counter offer to the County.

10. Consideration and possible approval of a pay request in the amount of \$10,433.15 to Melden and Hunt for the submittal of construction documents to the TWDB for construction of the TWDB Wastewater Project.

11. Consideration and possible approval of pay request to Melden and Hunt, Inc. for the Westgate Waterline Relocation Project in the amount of \$0.00. No request submitted.

12. Consideration and possible approval of pay request in the amount of \$0.00 to Melden and Hunt, Inc. for the Delta and La Villa Colonias Project. No request submitted.

13. Consideration and possible approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase 1 Projects: (Combined Total \$13,396.57)

- A. Engineering Design of Reservoir for the Delta Regional WTP in the amount of \$5,963.10;
- B. Engineering Design for 12" waterline along FM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline in the amount of \$3,827.50;
- C. Engineering Design on one MG Composite Elevated Storage Tank in the amount of \$3,605.97.

14. Consideration and possible approval of pay request No. 4 in the amount of **\$114,525.86** to **JMJ Constructors** for the Delta Area Regional Water Treatment Plant Reservoir Project.
15. Consideration and possible approval of pay request No. 4 in the amount of **\$67,046.25** to **Landmark Structures** for the Wisconsin Road 1.0 MG Elevated Tower Project.
16. Consideration and possible approval of pay request No. 4 in the amount of **\$38,331.66** to **Cornett Construction** for the NAWSC 2016 USDA Funded Water Distribution Project.
17. Consideration and possible approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase II Projects: (Combined Total: **\$46,331.40**)
 - A. Engineering Design for Plant #5 Expansion **\$22,924.65**;
 - B. Engineering Design for Distribution lines going out of Plant #5 **\$23,406.75**.
18. Consideration and possible approval of pay request in the amount of **\$3,200.00** to Melden and Hunt, Inc. for the Plant No. 4 Ground Storage Tank Project.
19. Consideration and possible approval of pay request No. 7 in the amount of **\$73,530.00** to **RP Constructors, Inc.** for work completed to date on the 2 MG GST Project at Plant #4.
20. Consideration and possible approval of pay request of **\$0.00** on the 10" Owassa Rd. Waterline Project to Melden and Hunt. **No request submitted.**
21. Consideration and possible approval of pay request No. 8 in the amount of **\$0.00** to **JMJ Contractors** for work completed to date on the Owassa Rd. Waterline Project. **No request submitted.**
22. Consideration and possible approval of pay request of **\$0.00** to Melden and Hunt, Inc. on the North Weslaco EDAP PAD Project as follows: **No request submitted.**
 - A. Project Management - **\$0.00**
 - B. Design Services - **\$0.00**
 - C. Surveying Services - **\$0.00**
 - D. Easement Services - **\$0.00**
23. Consideration and possible approval of pay request No. 4 in the amount of **\$0.00** to **United Water Services, LLC**, for work completed to date on the Lasara RO Well Pump Replacement Project. **No request submitted.**
24. Consideration and possible approval of pay request to Melden and Hunt, Inc. for the following water improvement projects: (Combined Total: **\$13,571.50**)
 - A. Economedes Waterline Project - **\$4,160.00**
 - B. Kansas City Road Waterline Project - **\$2,954.50**
 - C. Parker Road Waterline Project - **\$3,325.00**
 - D. Willacy County Water Improvement Project - **\$3,132.00**
25. Report by **Rio Delta Engineering** on the TWDB Loan Grant Application/BECC Loan Application for the Regional Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.
26. Consideration and possible approval of pay request(s) to **Rio Delta Engineering** for work completed to date on the Regional Wastewater Treatment Plant Project as follows: (Combined Total: **\$0.00**) **No request submitted.**
 - A. Resident Project Representative - **\$0.00**;
 - B. Bidding and Negotiation Phase - **\$0.00**;
 - C. Construction Phase - **\$0.00**;
 - D. Post-Construction Phase - **\$0.00**
 - E. Material Testing - **Raba Kistner - \$0.00**.

- 27. Consideration and possible approval of Financial Statement for December, 2018. Janie Sandoval**
- 28. Water Operations Report, Robert Rodriguez (Possible action)**
- A. Water Loss for the Month of December, 2018 (23.84%) 35-day cycle
 - B. Lasara RO Well Pump
 - C. Report on Doolittle Well
 - D. Report on material sold from yard in 2018
- 29. Wastewater Operations Report, Agustin Gomez**
- A. Wastewater Operations Report. (Possible action)
 - (1) Report on Wastewater Treatment Plants and Collection Systems for December, 2018
- 30. General Manager's Report. (Possible Action)**
- A. Report on TRWA/TWCA Water Law Conference.
 - B. Report on meetings with local elected officials.
 - C. Report on Federal Shut down's impact on North Alamo
 - February 2019 Board Meeting (2nd Tue, 02/12/19, 3rd Tue 02/19/19)
- 31. Consideration for Approval; Subdivisions.**
- A. Las Villas Apartments Subdivision, 2 lots on 2.66 acres, located on the south side of Business 83 west of Mile 6.5 W Rd., developer – Antonio & Elisa Edith Villa
 - B. Midway Villas Subdivision, 1 lot on 4.613 acres, located on the east side of Mile 6.5 W Rd. north of US Exp 83, developer – Rosa Maria Valdez
 - C. Pueblo De Palmas Phase 23 Subdivision, 89 lots on 17.101 acres, located on the west side of Alamo Rd. north of FM 1925, developer – Gary Frisby
 - D. Replat of Lot 2 Fidencio Garcia Estates Subdivision, 2 lots on 1.07 acres, located on the south side of FM 1925 east of FM 493; developer – Melissa Garcia
 - E. *Soñador Trails Subdivision, 46 lots on 9.59 acres, located on the north side of Mile 17 ½ N Rd. west of US Exp 281; developer – Riverside Development Services, LLC. * See item #07. Buyout request.
- 32. Consideration and possible approval of accepting finished subdivisions for December 2018:**
No completed infrastructure in December, 2018.
- 33. Consideration for Approval; Membership Applications, Installations, Membership Transfers, and Membership Cancellations.**
- 34. The Regular Session will be recessed and the Board will enter into Executive Session according to Tex. Gov. Code Chapter §551.071, §551.074 and §551.073 to consider and discuss the following:**
- A. Report on law suit with Juan Gonzalez.
- 35. The Board will return to Regular Session and may take action on the following:**
- A. Law suit - Juan Gonzalez.

The Board may reconvene in Executive and Open Session from time to time and may take ACTION in Open Session regarding the above listed items to discussion.

36. Adjourn.

I certify that this is a true copy of the Agenda for the January 15, 2019 meeting of the Board of Directors of North Alamo Water Supply Corporation.

Steven P. Sanchez, General Manager

RIVERSIDE DEVELOPMENT SERVICES LLC

604 WISTERIA AVE.
MCALLEN, TX 78504

3639

DATE 10-3-2019

88-1762/1149

PAY
TO THE
ORDER OF

North Alamo Water Supply Corporation

\$ 31,464.00

thirty one thousand four hundred sixty four

DOLLARS

IBC BANK

McAllen, TX

IBC Vision - (956) 994-9494

FOR

[Signature]

⑈003639⑈ ⑆114917623⑆2514715407⑈

DEPOSITED WITH

FIRST COMMUNITY BANK
SAN BENITO, TEXAS

THIS IS YOUR RECEIPT

FCOM 4001 (R 12/06)

WHEN MAKING A DEPOSIT AT A TELLERS WINDOW, ALWAYS OBTAIN AN OFFICIAL RECEIPT.

Checks and other items are received for deposit subject to the provisions of
the Uniform Commercial Code or any applicable collection agreement.

BANK SYMBOL, TRANSACTION NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN BELOW.

Deposits received after 4:00 p.m. are credited the next business day.

*****6355

10/18/2019 16:57:13

\$31,464.00

Thanks for choosing First Community Bank!

[Handwritten: 27812]
[Handwritten: 10/18/19]
[Handwritten: 16:57]



NORTH ALAMO WATER SUPPLY CORPORATION
420 SOUTH DOOLITTLE ROAD
EDINBURG TX 78542-9707

TELEPHONE 956-383-1618

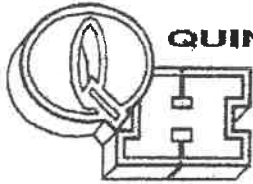
FAX 956-383-1372

*Serving Hidalgo, Willacy and
Cameron Counties*

LETTER OF CONDITIONS

SOÑADOR TRAILS SUBDIVISION

BUYOUT FEE \$31,464.00



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

December 12, 2018

Mr. Richard Garcia
Construction Group Supervisor
North Alamo Water Supply Corporation
420 S. Doolittle Road
Edinburg, Texas.

**Re: Proposed Soñador Trails Subdivision (Previously submitted as
Westwood Trails Subdivision) (9.59 Acres - 46 Lots)**

Dear Mr. Garcia,

This letter is to inform you that the developer has changed the name of this
proposed subdivision. Enclosed are two copies of the new plat.

Please update your file on our request for the buyout.

Should you have any questions or require any additional information, please do
not hesitate to contact me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E.
President



June 27, 2019

Mr. Richard Garcia
Construction Group Supervisor
North Alamo Water Supply Corporation
420 S Doolittle Road
Edinburg, Texas 78542

RE: Utility Availability at Proposed Sonador Trails Subdivision (9.59 acres – 46 Lots)

Dear Mr. Garcia:

This letter is to inform you that adequate City water and sewer services are available for the above-referenced proposed subdivision upon meeting all subdivision requirements.

This property is within the North Alamo Water Supply Corporation (NAWSC) CCN for water service therefore will require a buyout.

The developer's engineer, on behalf of the developer, has already requested a buyout from NAWSC and is to be placed on the Board of Directors meeting.

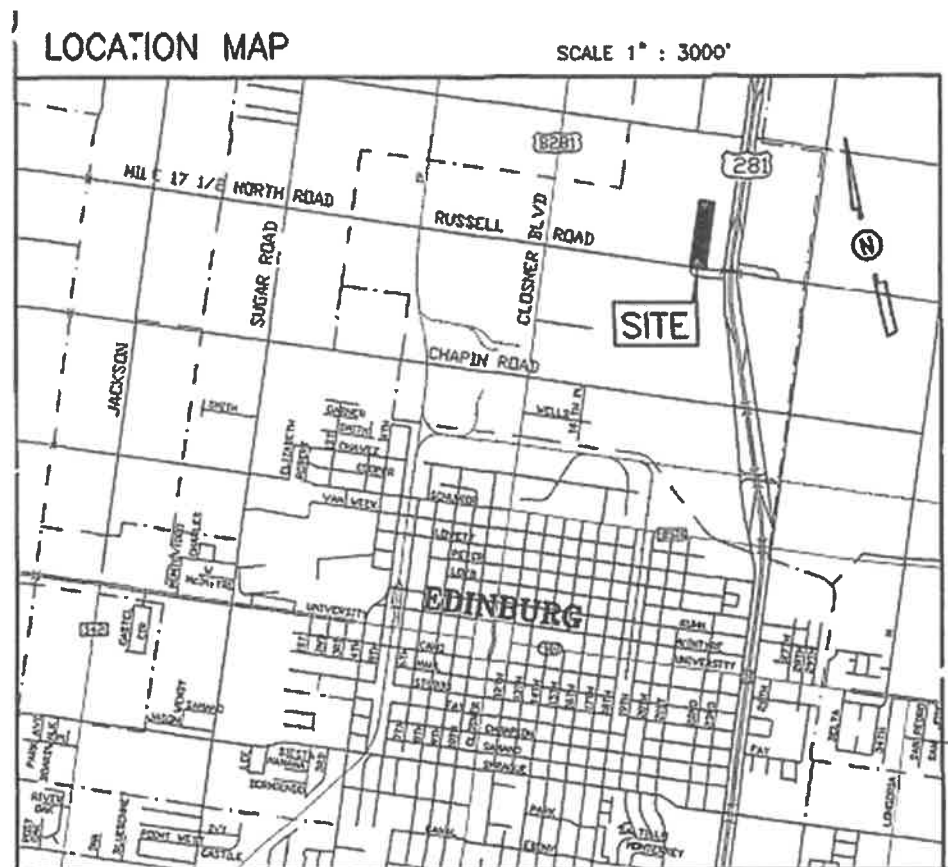
Should you have any questions, or require additional information, please call me at (956) 388-8212.

Respectfully,

Arturo Martinez
Director of Utilities

SOÑADOR TRAILS SUBDIVISION

A 9.59 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2959952, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



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

ON: January 23, 2021 04:41 AM/PM
INSTRUMENT NUMBER 3083779
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Robert L. Lomas DEPUTY

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**