



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
JUNE 16, 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:

- Daddy and Me, Saturday, June 20, 2026, at 6:00 p.m. at Edinburg Municipal Pool, 125 Mark S. Peña Dr.
- Cultural Arts' Summer Concert Series, Saturday, June 20, 2026, at 7:00 p.m. at Promenade Park Amphitheater, 201 W. McIntyre St.
- 6th Annual Firecracker Run 5K, Saturday, July 04, 2026, at 7:30 a.m. at Ebony Hills Golf Course, 300 W. Palm Dr.
- Texas Cook'em: High Steaks in Edinburg Hosted by the Edinburg Chamber of Commerce, Saturday, July 04, 2026, at 4:00 p.m. at Bert Ogden Arena, 4900 S. I-69C

5. MAYOR'S REPORT

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing June 2026 as Elder Abuse Awareness Month as Requested by the Texas Department of Family and Protective Services. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing the City of Edinburg Conceptos Dance Ensemble as the State Competition Winners at the 2026 South Texas College State Dance Competition. [Letty Leija, Director of Library & Cultural Arts]

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. PUBLIC HEARINGS

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 General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Tract I a 20.97 Acre (913,566.72 SQ. FT.) Gross, Tract of Land Out of Lot 63, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [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 General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Tract II a 13.79 Acre (593,852.75 SQ. FT.) Gross, Tract of Land out of Lot 66 and Lot 67, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being Tract III a 59.41 Acre (2,588,199.49 SQ. FT.) Gross, Tract of Land out of Lot 63, Lot 66 and Lot 67, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

9. 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 Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being All of Lots One (1) and Two (2), Edwin C. Castor Subdivision, Located at 3415 S. Raul Longoria Road, as Requested by Guillermina Padilla Morales. [Jaime Acevedo, Director of Planning and Zoning]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being a 0.40 Acre (17,166.07 SQ. FT.) Tract of Land, more or less, being out of the West Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Located at 498 N. I-69C, as Requested by Rioplex Engineering LLC. [Jaime Acevedo, Director of Planning and Zoning]

- C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District, Being 21.398 Acres Being Out of Lot 21, East Retama Subdivision, Located at 4220 N. Seminary Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]
- D. Consider Ordinance Providing for a Temporary Special Use Permit for the “20th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

10. CONSENT AGENDA

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

- A. Consider Rejecting Bid No. 2026-09, Fountain Pool Filtration Improvements for the City of Edinburg. [Javier Garza, Director of Parks & Recreation]
- B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA) Under the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the Ebony Hills Drainage Improvements Project and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]
- C. Consider Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- D. Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- E. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Submission of 2026 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Improvements and Execute Any Grant Related Items Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- F. Consider Resolution Authorizing the Submission of the Grant Application to the 2026 Rio Grande Valley Metropolitan Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Study for East-West Corridors within City of Edinburg and City of McAllen limits and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]
- G. Consider Authorizing the City Manager to Enter Into a Community Development Block Grant (CDBG) Agreement for FY 2025-2026 with the Following Public Service Agencies: Amigos Del Valle, Inc. and C.A.M.P. University. [Claudia L. Farias, Director of Grants Administration]

- H. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 20th Annual Texas Cook'em High Steaks Event in the Amount of \$30,000.00. [Raudel Garza, Edinburg EDC Executive Director]
- I. Consider Resolution Authorizing the City Manager to Enter Into Amendment No. 1 to the Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling \$21,637,427 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

11. OTHER BUSINESS

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

12. EXECUTIVE SESSION

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

- A. Consultation with City Attorney. (§551.071 Consultation with Attorney; Closed Meeting)
- B. Consultation with City Attorney and Possible Action Regarding Agreement with Medcare EMS for Ambulance Services. (§551.071. Consultation with Attorney; Closed Meeting.)
- C. Consultation with City Attorney and Possible Action Regarding an Interlocal Agreement Between the City of Edinburg and the Edinburg Consolidated Independent School District for Fountain Park. (§551.071. Consultation with City Attorney; Closed Meeting.)
- D. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- E. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property —
 - 1. Project 25. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- F. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)

OPEN SESSION

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

13. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on June 10, 2026 at 6:45 p.m.

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

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Proclamation: Elder Abuse Awareness Month

1. Agenda Item:

Presentation of Proclamation Recognizing June 2026 as Elder Abuse Awareness Month as Requested by the Texas Department of Family and Protective Services. [Clarice Y. Balderas, City Secretary]

2. Description:

Abuse affects men and women of all income and ability levels and all cultural and ethnic backgrounds in all communities. It takes the efforts of an entire community working together to spread awareness, and strengthen the efforts to prevent, report and address elder abuse.

The Edinburg City Council would like to recognize June 2026 as Elder Abuse Awareness Month.

3. Staff's Recommendation:

Present Proclamation Recognizing June 2026 as Elder Abuse Awareness Month.

Reviewed by:

Clarice Balderas, City Secretary

Nelda Ramirez, Assistant City Manager

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Elder Abuse Awareness Month 2026

PROCLAMATION



ELDER ABUSE AWARENESS MONTH JUNE 2026

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and,

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and,

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and,

WHEREAS, there were 125,382 reports of abuse of older adults and people with disabilities in Texas in 2025; and,

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and,

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and,

WHEREAS, elder abuse is everyone’s business, it’s important to strengthen our efforts to prevent, report and address elder abuse.

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

ELDER ABUSE AWARENESS MONTH

In the City of Edinburg and encourage everyone to work together to reduce abuse and neglect of older adults and people with disabilities.

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 16th day of June, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:
By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: City of Edinburg Conceptos Dance Ensemble

1. Agenda Item:

Presentation of Proclamation Recognizing the City of Edinburg Conceptos Dance Ensemble as the State Competition Winners at the 2026 South Texas College State Dance Competition. [Letty Leija, Director of Library & Cultural Arts]

2. Description:

The City of Edinburg Conceptos Dance ensemble attended the 2026 South Texas College State Dance Competition on April 16–18, 2026, in McAllen, Texas. The Conceptos Dance Ensemble worked tirelessly to represent their city with passion and pride.

With over 900 routines performed at the 2026 South Texas College State Dance Competition, the City of Edinburg Conceptos Dance Ensemble competed in the Pro-Am category, reserved for Professional groups. The three-day competition was challenging and demanding, but the City of Edinburg Conceptos Dance Ensemble displayed their excellence, commitment, and passion for dance in every one of their routines.

Attending the state competition offered the team an opportunity not only to showcase their talents learned for the City of Edinburg Dance Program, but to build on unity and team work.

The Edinburg City Council would like to congratulate the City of Edinburg Conceptos Dance Ensemble as State Winners at the STC State Dance Competition and recognize their hard work, training, and dedication.

3. Staff's Recommendation:

Present Proclamation Recognizing the City of Edinburg Conceptos Dance Ensemble as the State Competition Winners at the 2026 South Texas College State Dance Competition.

Reviewed by:

Leticia Leija, Director of Library and Cultural Arts
Jesus Saenz, Assistant City Manager

Prepared by:

Magdiel Castle, Assistant
Director of Cultural Arts

Attachments:

- A. Conceptos Dance Ensemble Proclamation

PROCLAMATION



CITY OF EDINBURG CONCEPTOS DANCE ENSEMBLE

WHEREAS, the City of Edinburg Conceptos Dance Ensemble showcased exceptional talent, passion, and teamwork at the 2026 South Texas College State Dance Competition in McAllen on April 16–18, 2026; and,

WHEREAS, competing against over 900 routines in the elite Pro-Am category, the Ensemble demonstrated tireless commitment throughout the rigorous three-day event; and,

WHEREAS, the team earned top honors across multiple categories, including 1st Place in Pro-Am Flamenco (Solo/Duet), Adults Veracruz (Duet), and Pro-Am Clogging; 2nd Place in Adults Tamaulipas, Pro-Am Adults Veracruz, and Pro-Am Michoacán; and a 1st, 2nd, and 3rd Place sweep in the Pro-Am Large Group; and,

WHEREAS, this success is a testament to the dedication of members: Jiselle Amador, Ruben Garza, Adan Gonzalez, Matthew Guerra, Carlos Guzman Jr., Ivelirne Hernandez, Priscella Huerta, Flor Lopez, Jose Marin, Lucero Medrano, Emily Mendoza, Ana Montoya, Melissa Ochoa, Ashley Quezadas, Josue Reyes, Gabriel Rios, Cecilia Rocha, Diego Rodriguez, Yahir Ruiz, Pedro Sandoval, Alejandro Serna, Iridian Tienda, and Joceline Zapata; and,

WHEREAS, under the leadership of Artistic Directors Raúl Galván and Cati Gómez, along with Library & Cultural Arts Director Letty Leija, the Edinburg Cultural Arts Division continues to provide vital, low-cost arts programming for residents of all ages.

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

CITY OF EDINBURG CONCEPTOS DANCE ENSEMBLE

for their outstanding accomplishments and encourage all citizens to celebrate this team's success and explore the Flamenco and Folklórico programs offered at the Edinburg ACE Center.

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 16th day of June, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS

Agenda Item No: 8.A.

Comprehensive Plan Amendment and Rezoning Request - SAMES

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Tract I a 20.97 Acre (913,566.72 SQ. FT.) Gross, Tract of Land Out of Lot 63, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the south side of E. Alberta Road, approximately 1,300 feet east of the intersection of N. Frontage Road and E. Alberta 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 Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a frontage of 1,320 feet along E. Alberta Road and a lot depth of 692.10 feet. This property has approximately a total acreage of 20.97. Currently, the property is vacant. The applicant wants to utilize the property for 4 commercial lots.

Adjacent zoning is Commercial, General (CG) District to the north, and Agriculture and Open Space (AO) District to all directions. Surrounding land uses consist of residential uses, vacant land and commercial uses. The Future Land Use designation for this property is a combination of General Commercial Uses and Auto-Urban Uses.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, May 15, 2026. One comment against and no comments in favor had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

On May 20, 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 May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/18/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District.

APPLICANT: Juan Humberto Marquez, Silvia Marquez, Sanjay Khana, Anjali Khanna

AGENT: SAMES

LEGAL: Being Tract I a 20.97 Acre (913,566.72 SQ. FT.) Gross, Tract of Land out of Lot 63, Kelly Pharr Subdivision, An Addition to the City of Edinburg.

LOCATION: Located at 799 E. Alberta Road.

LOT/TRACT SIZE: Being a 20.97 Acre

CURRENT USE: Vacant Land

PROPOSED USE: Commercial, General (CG) District.

EXISTING ZONING: Agriculture and Open Space (AO) District.

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

LAND USE PLAN: Auto-Urban Uses

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

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

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
SAMES**

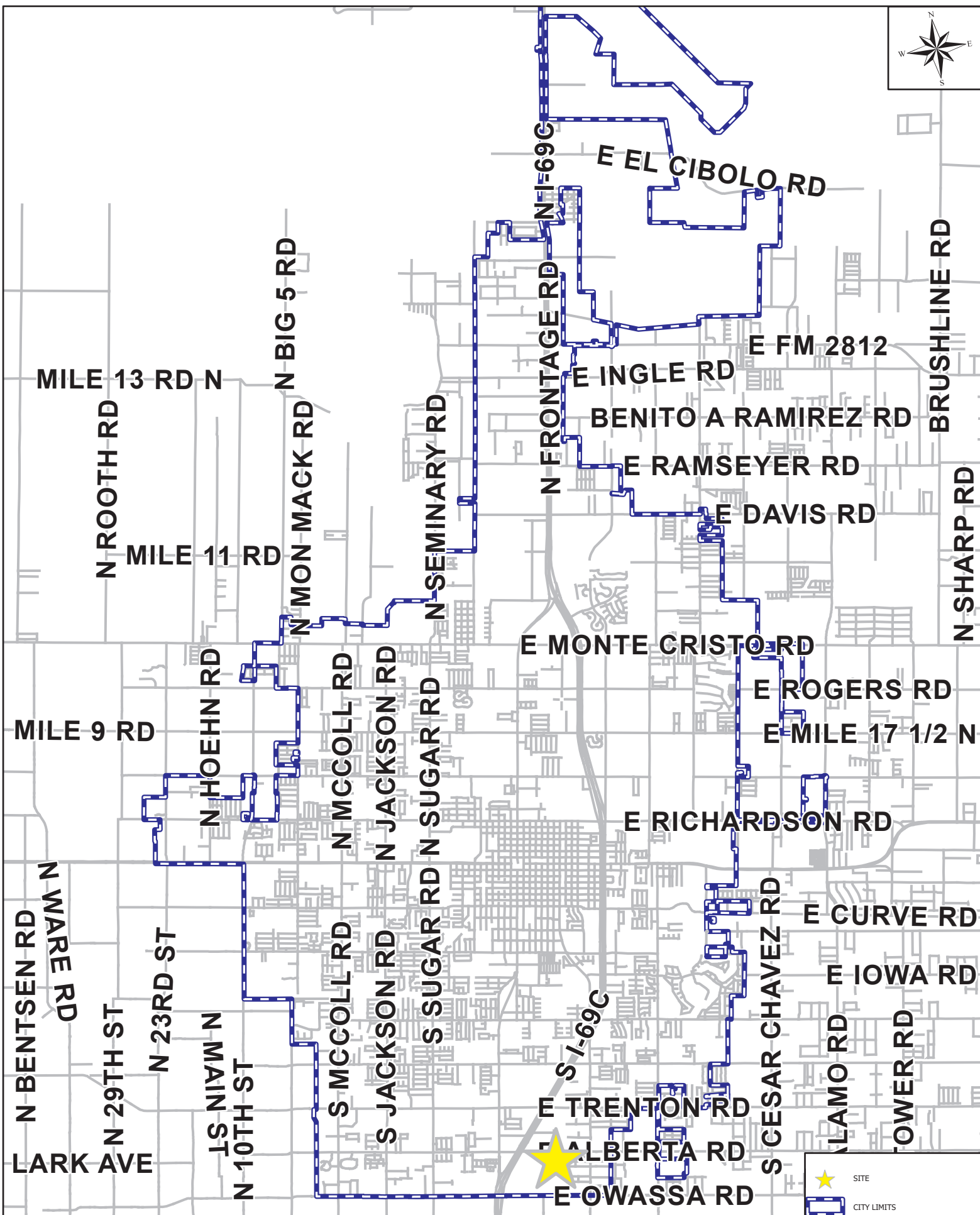
EVALUATION

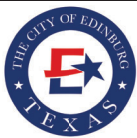
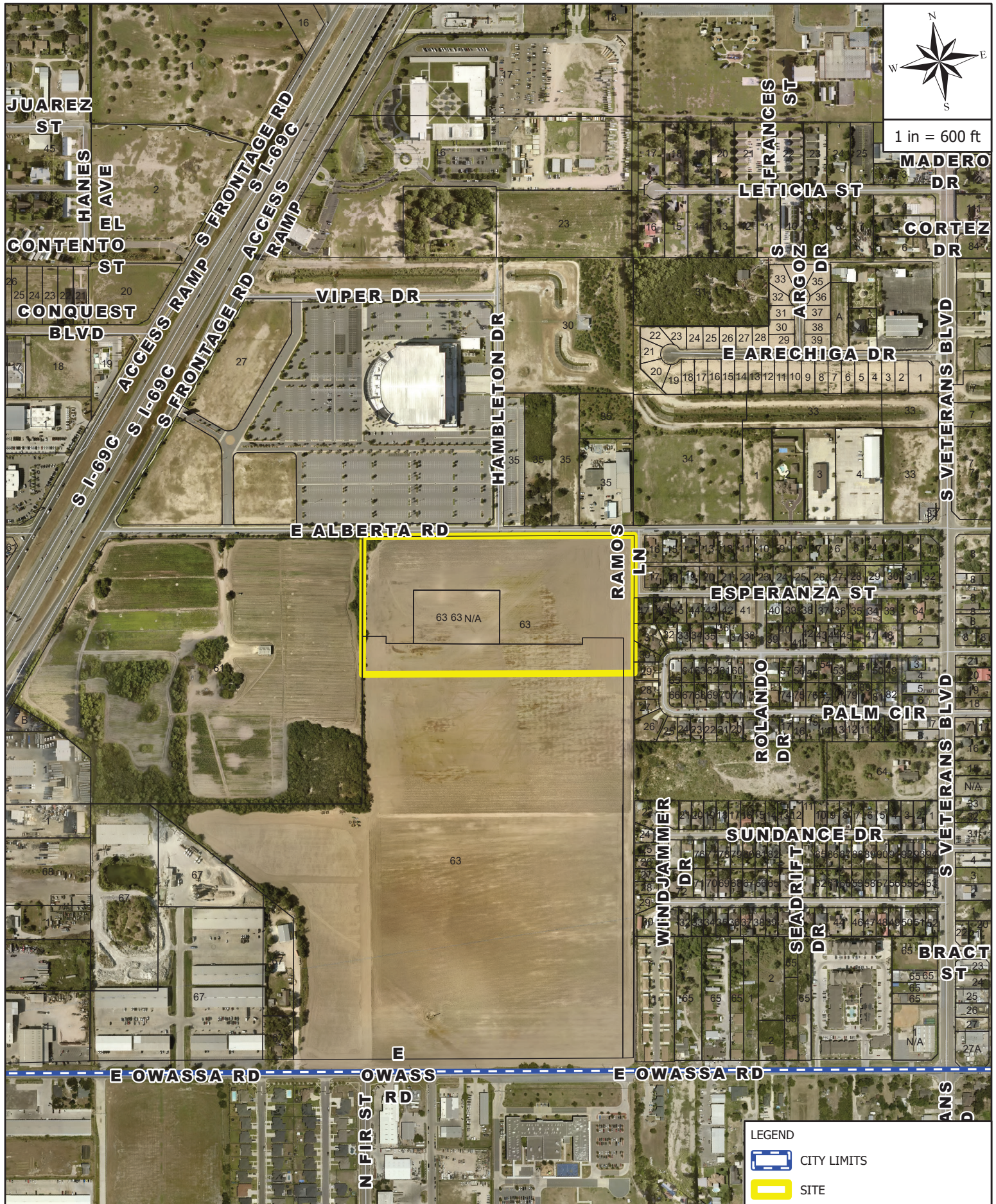
The following is the staff's evaluation of the request:

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

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

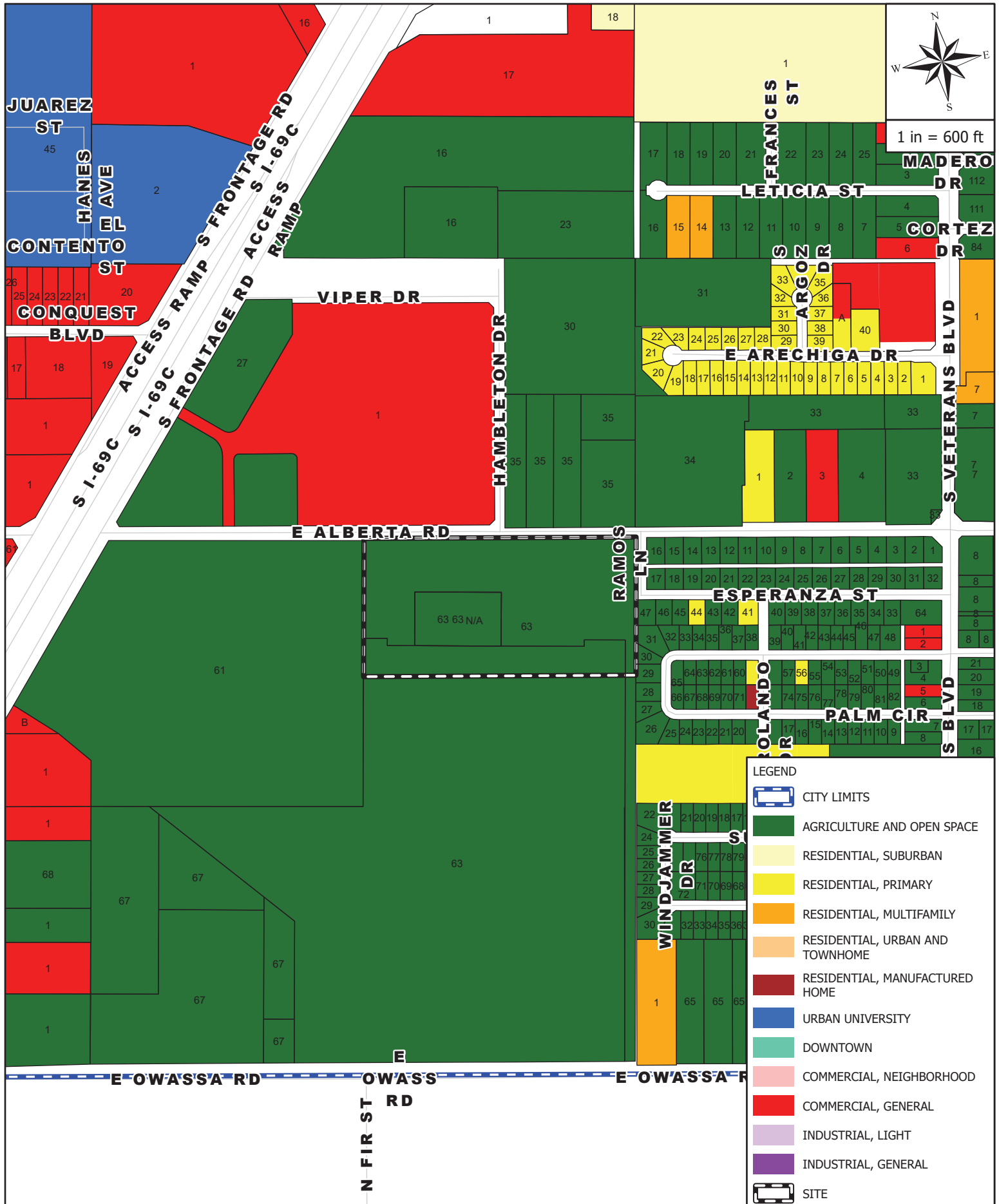
Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, May 15, 2026, and received one comment against and no comments in favor had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.





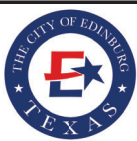
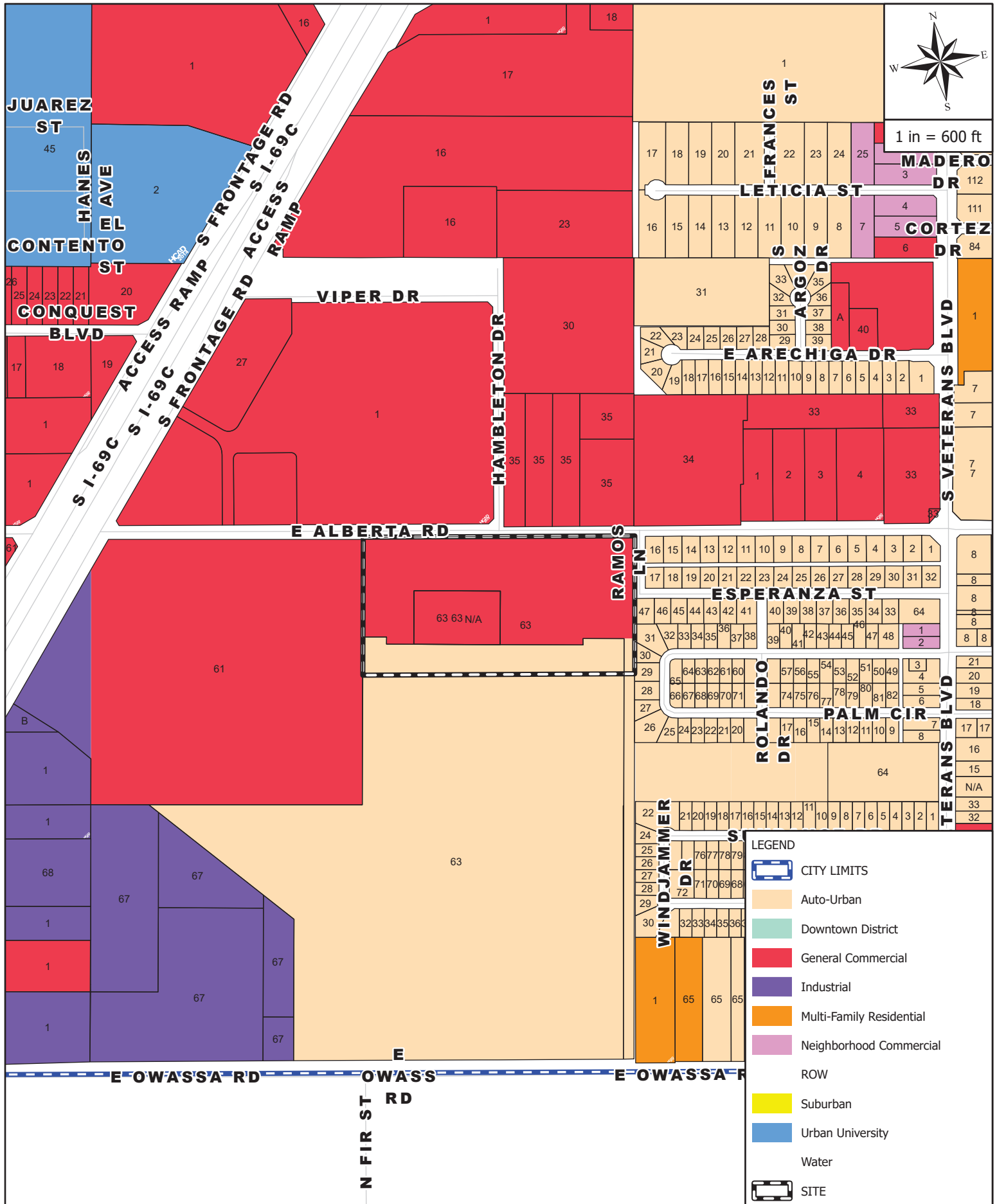
AERIAL MAP

799 E ALBERTA RD



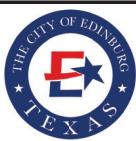
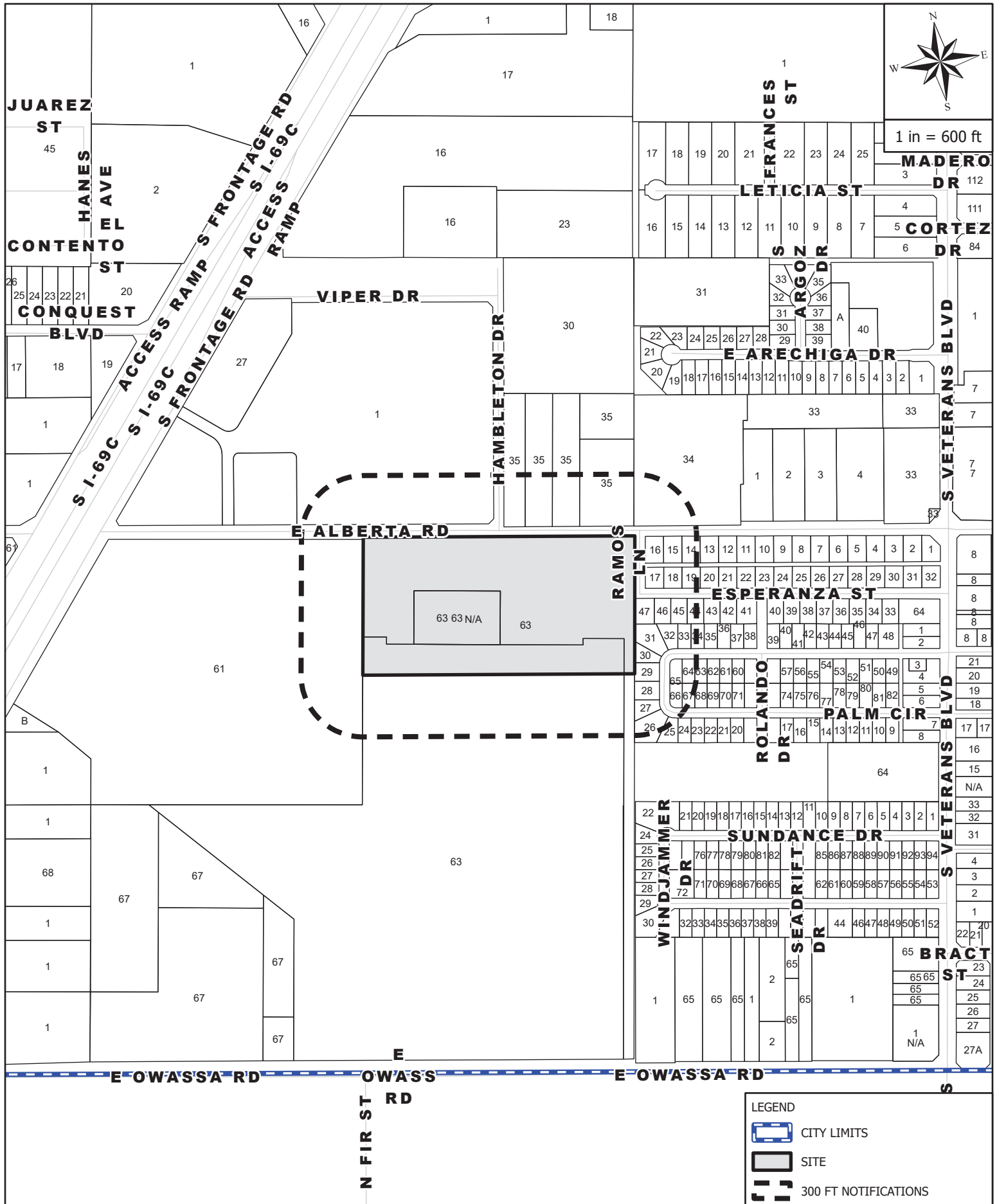
ZONING MAP

799 E ALBERTA RD



FUTURE LANDUSE MAP

799 E ALBERTA RD



MAILOUT AND SITE MAP

799 E ALBERTA RD



Rezoning Request Site Photo

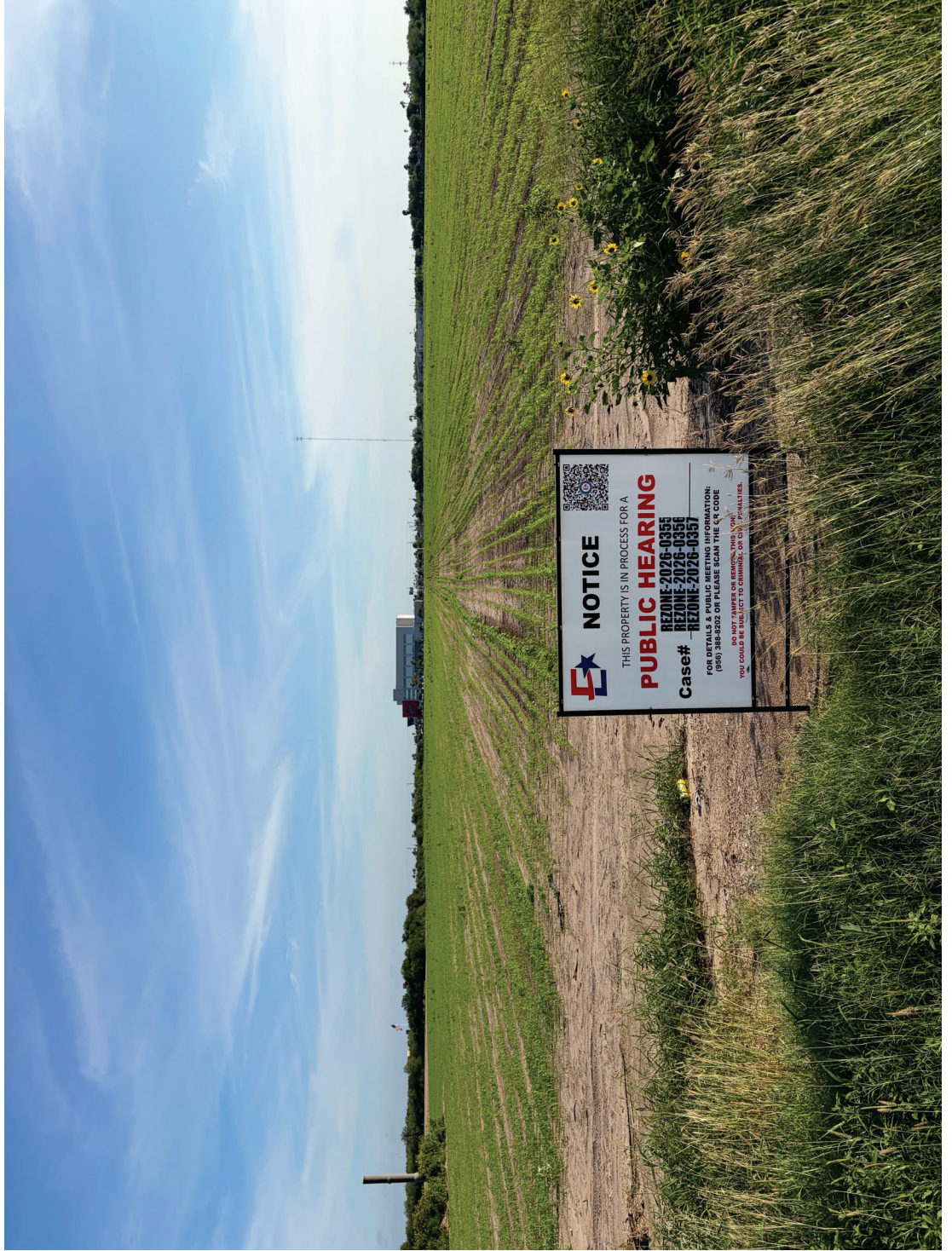
Sames
799 E Alberta Rd.

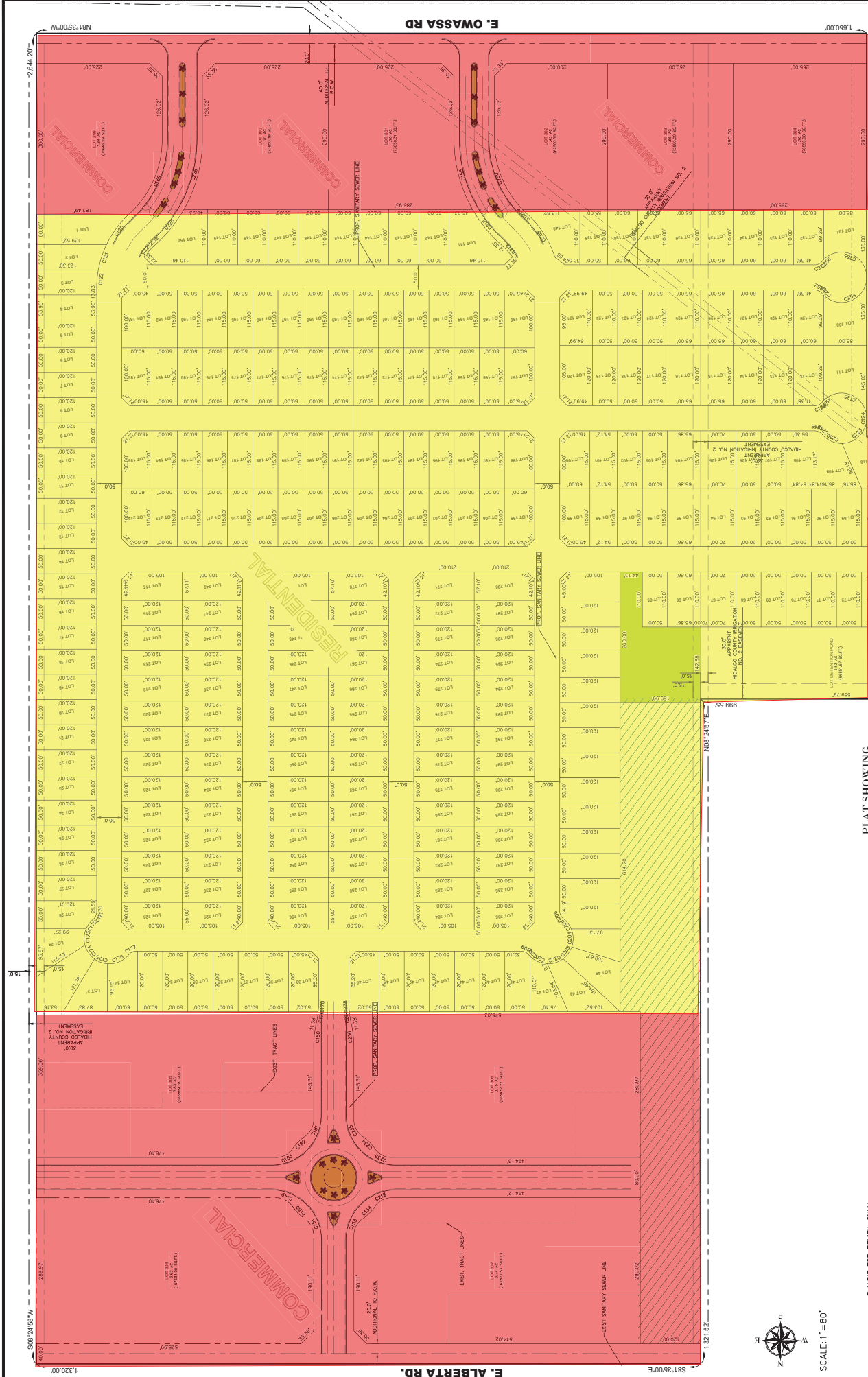




Rezoning Request Site Photo

Sames
799 E Alberta Rd.



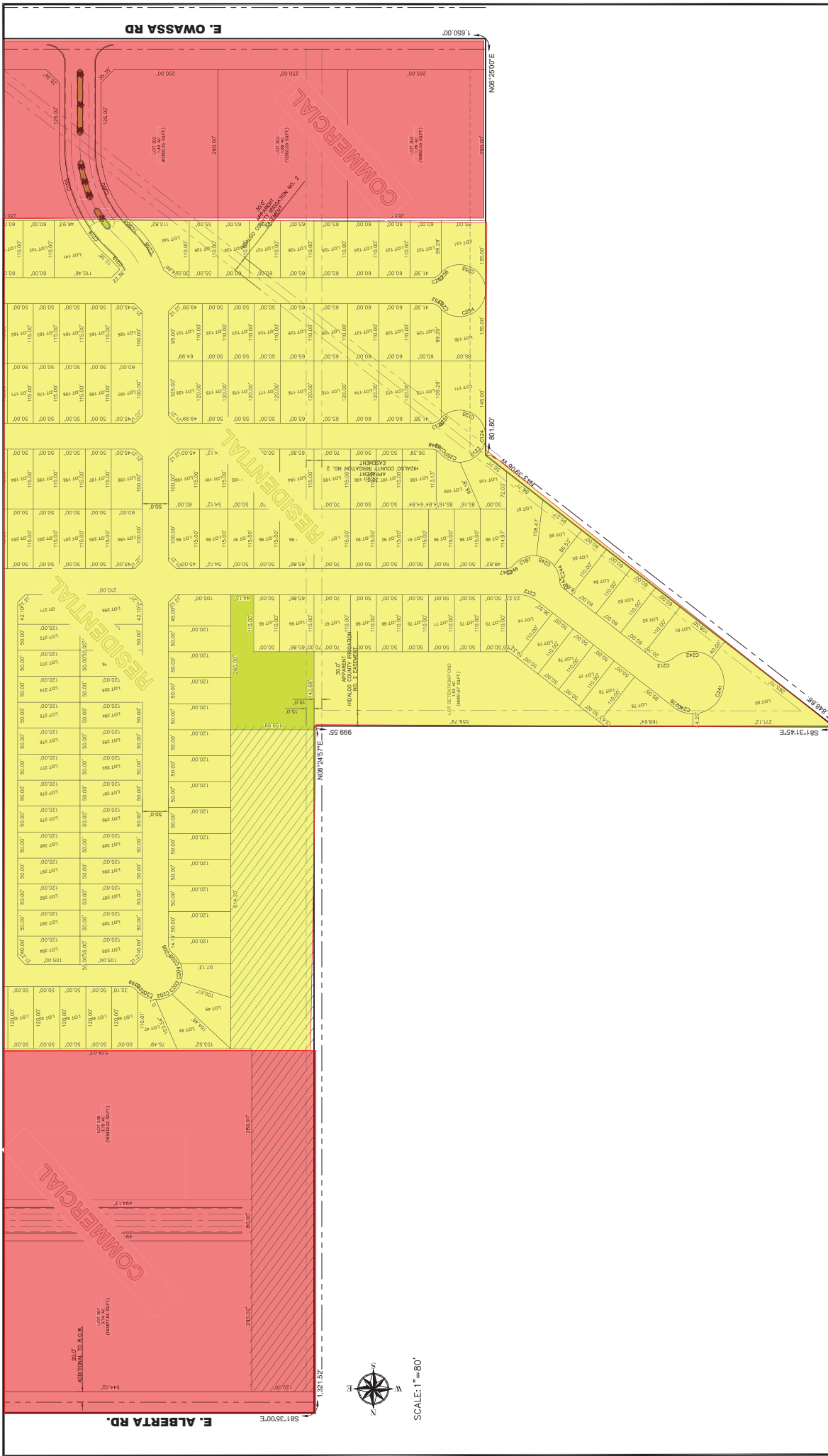


200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
MALLIN, TEXAS 75001 FAX: (956) 702-8883
SAMES TEX. REC. ENGINEERING FIRM F-10002
TEX. REG. SURVEYING FIRM NO. 10116-00

3/31/2026

PLAT SHOWING
EXHIBIT LAYOUT
MIXED USED, COMMERCIAL,
RESIDENTIAL

EXHIBIT FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE USED OR RELIED UPON AS A FINAL DOCUMENT.
THIS IS NOT A FINAL SURVEY OR SUBDIVISION AND SHALL NOT BE RECORDED.
THERE MAY BE OTHER REQUIREMENTS OR ITEMS NOT SHOWN ON THIS EXHIBIT.
ALL INFORMATION CONTAINED HEREIN IS UNWARRANTED EXCEPT AS IT IS
BASED ON RESEARCH ONLY FROM THE DATE SHOWN ON THIS LAYOUT.



200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
McAllen, TX 78501 FAX: (956) 702-8883
SAMES
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 10116-00

3/31/2026

PLAT SHOWING
EXHIBIT LAYOUT
MIXED USED, COMMERCIAL,
RESIDENTIAL

EXHIBIT FOR REVIEW ONLY
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THESE REQUIREMENTS OR ITEMS SHALL BE SHOWN ON THE FINAL PLAT.
BASED ON RESEARCH ONLY FROM THE DATE SHOWN ON THIS LAYOUT.



SCALE: 1"=120'

GENERAL NOTES:

ADDRESS: EDINBURG, TEXAS
REQUESTED BY: ROSELIO GUTIERREZ
OWNER NAME: SANJAY KHANA, ANJALI KHANA, JUAN HUMBERTO MARQUEZ, AND SILVIA MARQUEZ
FLOOD ZONE DESIGNATION: "ZONE B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER: 480334-0425 C
MAP REVISED: NOVEMBER 10, 1992

LEGEND

- FND. 1/2" IRON ROD
- SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
- SET. PK-NAIL
- WATER METER
- GAS METER
- MAIL BOX
- TRAFFIC SIGN
- FIRE HYDRANT
- OVERHEAD ELECTRIC LINE
- WATER LINE
- SANITARY SEWER MANHOLE
- CONC.
- CONCRETE
- H.C.M.R. — HIDALGO COUNTY MAP RECORDS
- H.C.D.R. — HIDALGO COUNTY DEED RECORDS
- G.R.H.C. — OFFICIAL RECORDS OF HIDALGO COUNTY
- R.O.W. — RIGHT OF WAY
- FND. — FOUND

SURVEY NOTES:

1. THE SOUTH LINE OF LOT 63, KELLY PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. BEARINGS SHOWN ARE BASED ON KELLY PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
3. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83). TEXAS STATE PLACES, SURVEY ZONE, SURVEY FEET GRID, BEARINGS AND DISTANCES SHOWN IN PARENTESIS ARE BASED ON RECORDED DOCUMENT.
4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHOD.
5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.
6. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.

PLAT SHOWING

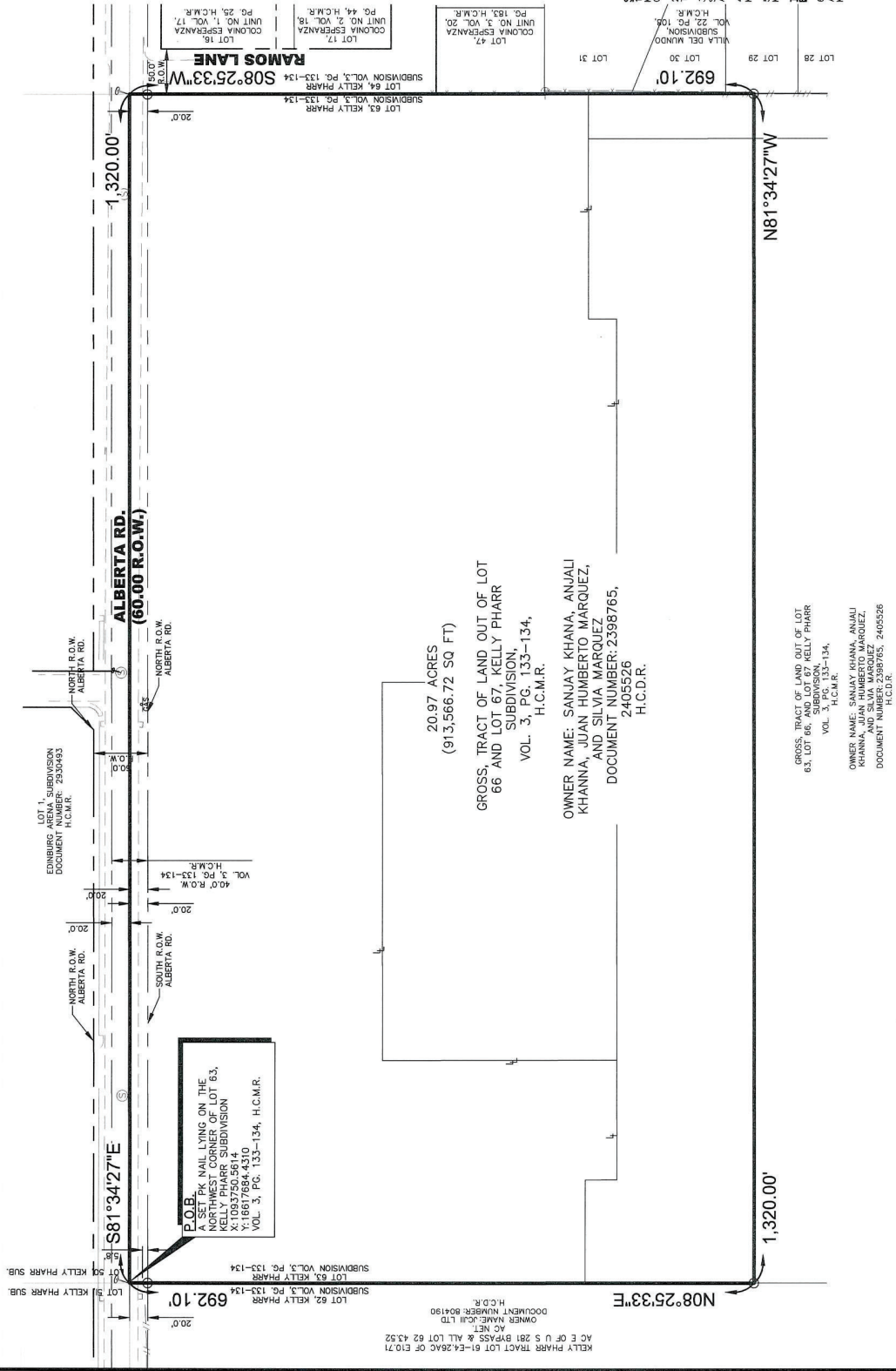
TRACT 1

A 20.97 ACRE (913,566.72 SQ.FT.) GROSS, TRACT OF LAND OUT OF LOT 66, KELLY PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



4943 S. JACKSON RD., SUITE 101 TEL: (956) 702-8800
EDINBURG, TEXAS 78869 FAX: (956) 702-8883

SURVEY FIRM REG. NO. 101416-00
EDINBURG, TX



I, SAMUEL D. MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

DATE	4/24/2026
DRAWN BY	LM
REVIEWED BY	SDM
DATE	4/24/2026
JOB NUMBER	26.006
SUB	26.006

SHEET 1 OF 2 - SURVEY PLAT



Eduardo Huerta [REDACTED]

Rezoning of 799 E. Alberta RD.

1 message

Eduardo Morin [REDACTED]

Thu, May 28, 2026 at 2:25 PM

To: [REDACTED]

City of Edinburg Planning and Zoning,

My name is Eduardo Morin and reside at 5113 Palm Circle, Villa Del Mundo Lot 28. This is regarding the letters we received on Monday 5/18 at which time the Planning and Zoning Commission will address the rezoning of 799 E. Alberta Road.

I am sorry I am not able to attend due prior engagement. I have spoken with a lot of neighbors and currently advocating to be against the rezoning. The reason has nothing to do with what the owners of the tracts want to do, but because the City is not and does not have any plans for future infrastructure. In order to favor this project the City first has to install a traffic light on Alberta Rd and Veterans Rd., the state has approved this for over a couple of years already and we can't seem to have \$300,000 to install it as per Assistant City Manager Reyna. It's my understanding from your own planning and zoning dept that there is currently no plans for that. Also what are you planning on doing on getting rid of the 4 way stop on Owassa Rd and Veterans Rd. that has been in place for over 40 years. I understand that there is 4 entities involved, City of Edinburg, City of Pharr, Precinct 2 and 4. Again there is NO plans for that. We already have a lot auto congestions at both intersections, especially during concerts and OMG during Graduations. So if the City has no plans for this how can we build General Commercial and Residential in these tracts. Also has the city done any studies how these tracts are on higher ground and all the properties east side of the tract from Owassa Rd and Alberta Rd might flood if this is not taken into consideration.

So I unfortunately believe the City is not prepared for this kind of expansion and it is not fair to the owners of the land to get the rezoning and have to pay property taxes on Commercial and Residential, when they currently pay property taxes on the property being labeled AG.

I really hope my concerns are really taken under consideration and the rezoning is tabled until our concerns are addressed.

If you wish to contact me, please feel free to call me. [REDACTED]

Thanks,

Eduardo Morin

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING TRACT I A 20.97 ACRE (913,566.72 SQ. FT.) GROSS, TRACT OF LAND OUT OF LOT 63, KELLY PHARR SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, LOCATED AT 799 E. ALBERTA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) 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 Tract I a 20.97 Acre (913,566.72 SQ. FT.) Gross, Tract of Land out of Lot 63, Kelly Pharr Subdivision, An Addition to the City of Edinburg, located at 799 E. Alberta Road from Agriculture and Open Space (AO) 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 May 28, 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 June 16, 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 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 Agriculture and Open Space (AO) 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 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, 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 TRACT I A 20.97 ACRE (913,566.72 SQ. FT.) GROSS, TRACT OF LAND OUT OF LOT 63, KELLY PHARR SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, LOCATED AT 799 E. ALBERTA ROAD, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS

Agenda Item No: 8.B.

Comprehensive Plan Amendment and Rezoning Request - SAMES

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Tract II a 13.79 Acre (593,852.75 SQ. FT.) Gross, Tract of Land out of Lot 66 and Lot 67, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the north side of E. Owassa Road, approximately 2,000 feet east of the intersection of N. Frontage Road and E. Owassa 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 Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a frontage of 1,650.23 feet along E. Owassa Road and a lot depth of 359.86 feet. This property has approximately a total acreage of 13.79. Currently, the property is vacant. The applicant wants to utilize the property for 6 commercial lots.

Adjacent zoning is Agriculture and Open Space (AO) District to the north, and west, out of City Limits to the south, and Residential, Multifamily (RM) to the east. Surrounding land uses consists of residential uses and vacant land. The Future Land Use designation for this property is Auto-Urban Uses.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, May 15, 2026. One comment against and no comments in favor had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

On May 20, 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 May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/18/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District.

APPLICANT: Juan Humberto Marquez, Silvia Marquez, Sanjay Khana, Anjali Khanna

AGENT: SAMES

LEGAL: Being Tract II a 13.79 Acre (593,852.75 SQ. FT.) Gross, Tract of Land out of Lot 66 and Lot 67, Kelly Pharr Subdivision, An Addition to the City of Edinburg.

LOCATION: Located at 799 E. Alberta Road.

LOT/TRACT SIZE: Being a 13.79 Acre

CURRENT USE: Vacant Land

PROPOSED USE: Commercial, General (CG) District.

EXISTING ZONING: Agriculture and Open Space (AO) District.

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Out of City Limits
East – Residential, Multifamily (RM) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Auto-Urban Uses

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

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

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
SAMES**

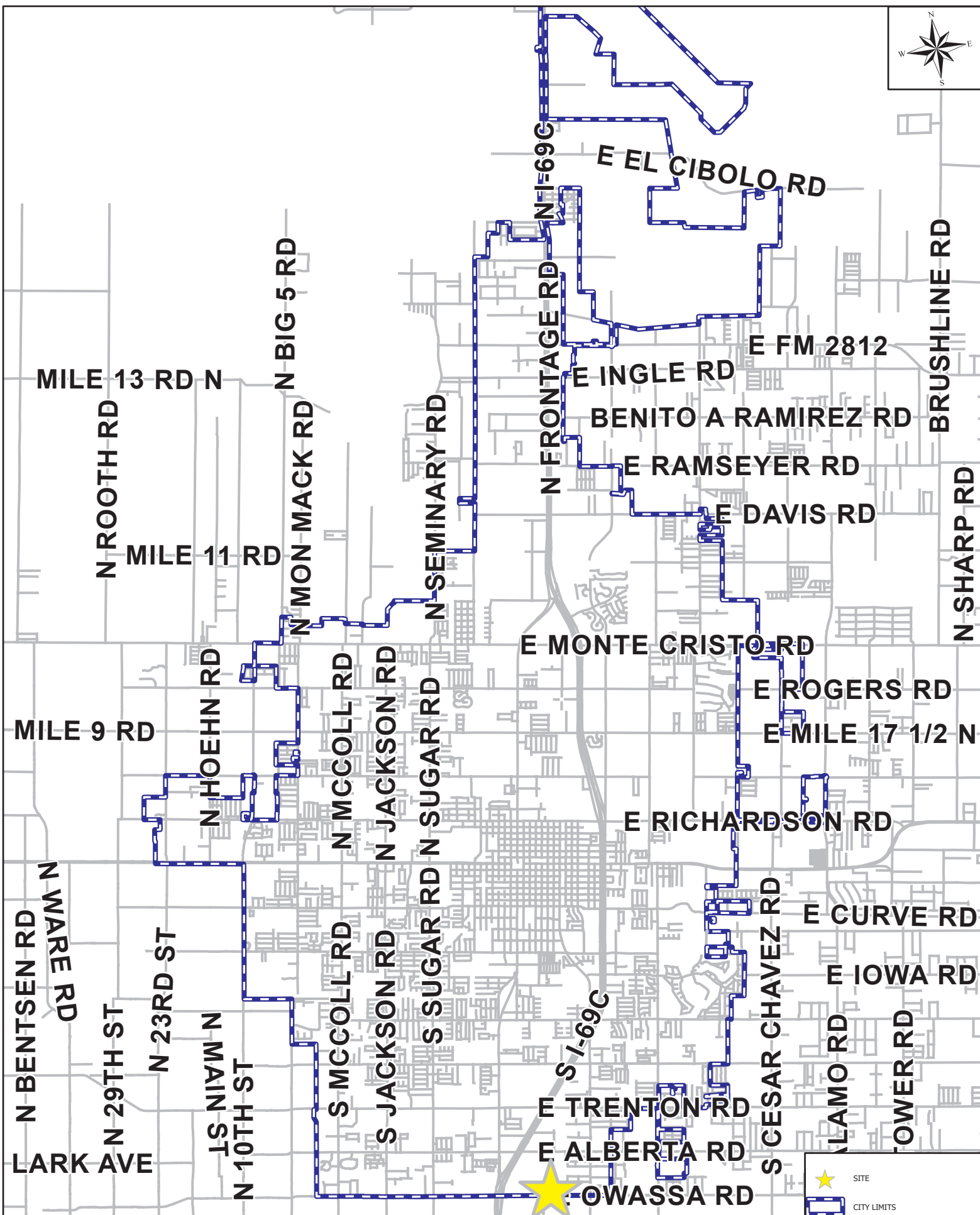
EVALUATION

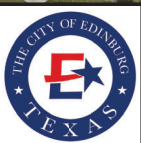
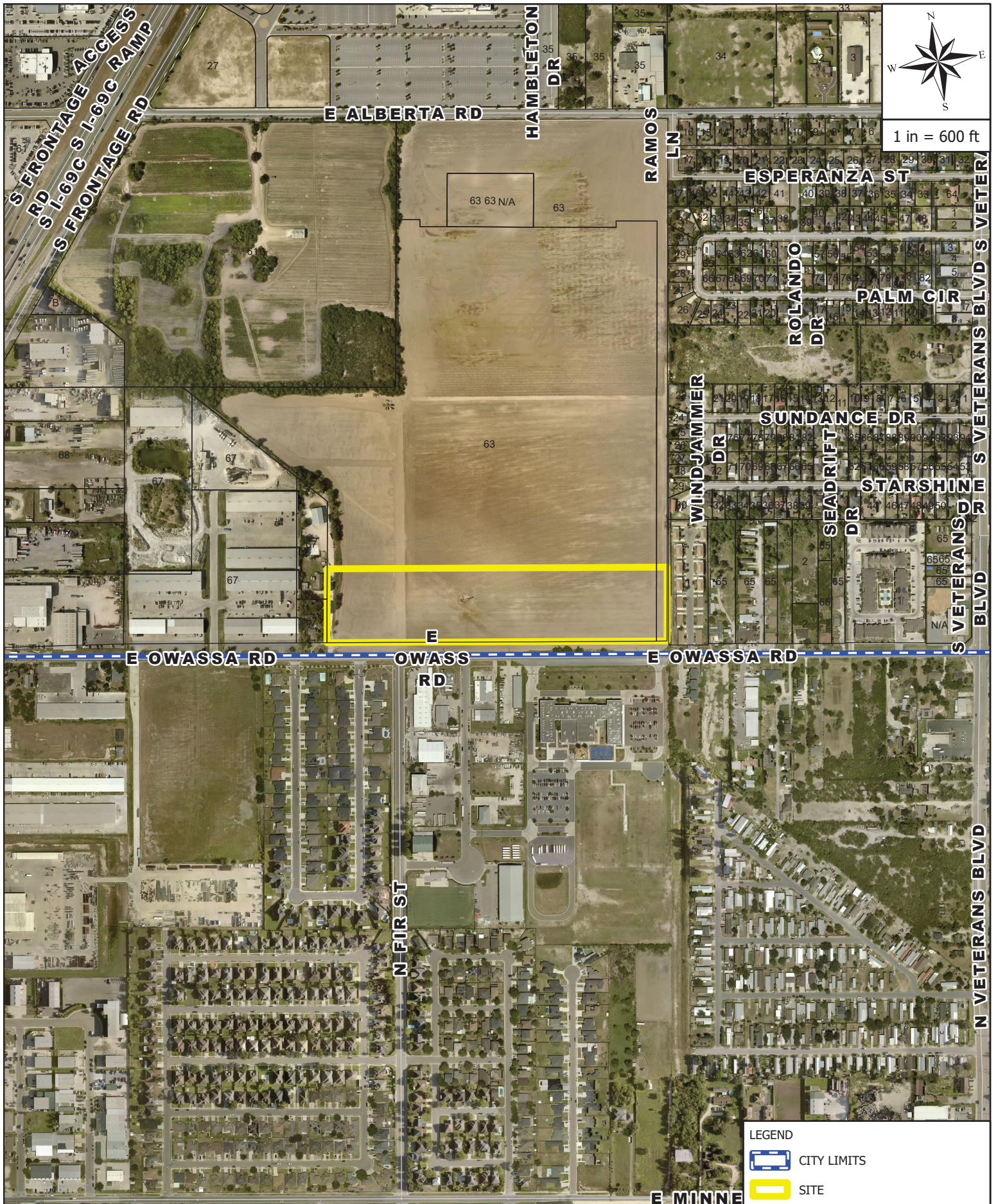
The following is the staff's evaluation of the request:

1. The property is currently vacant.
2. Surrounding land consists of residential homes 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 Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

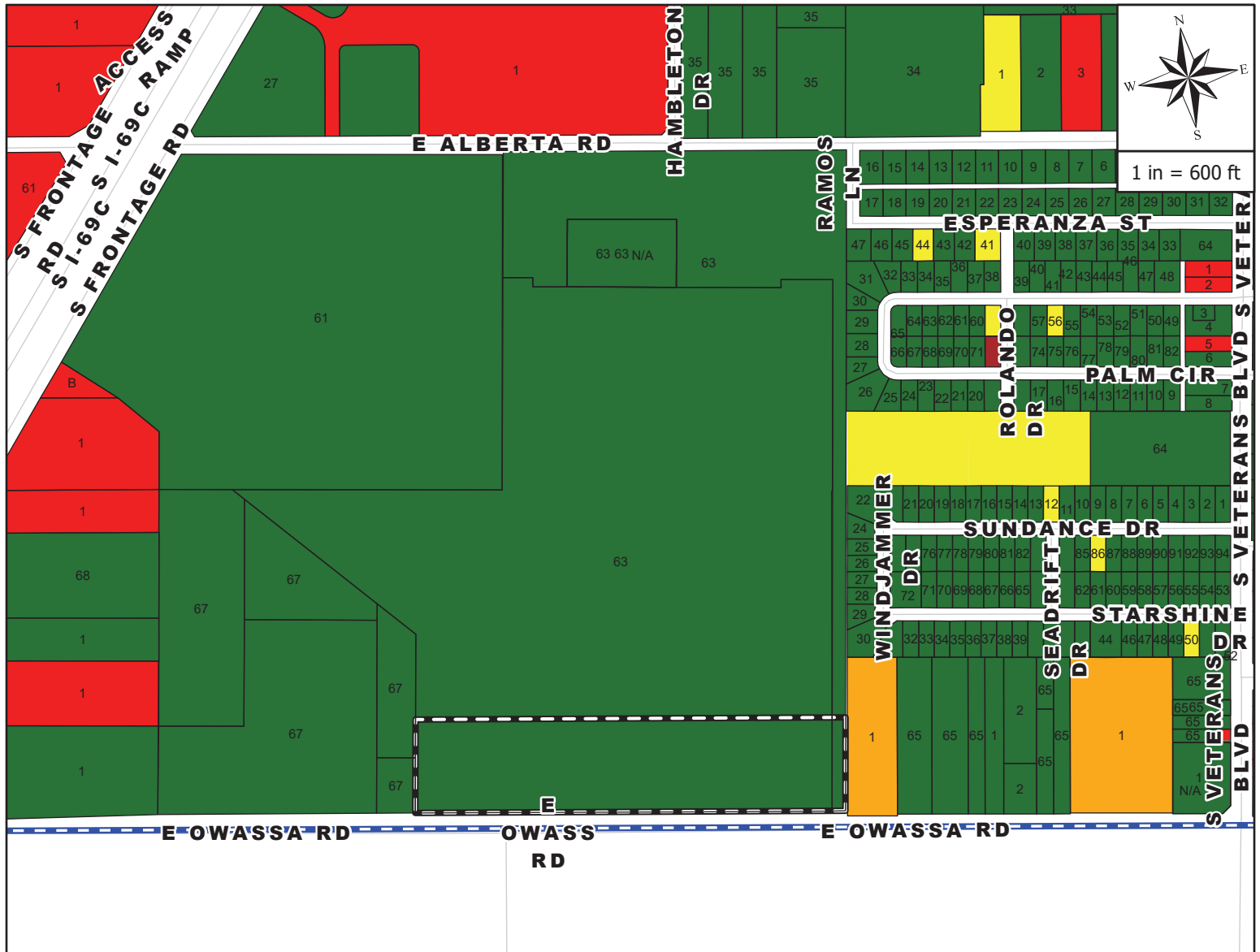
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AERIAL MAP

799 E ALBERTA RD

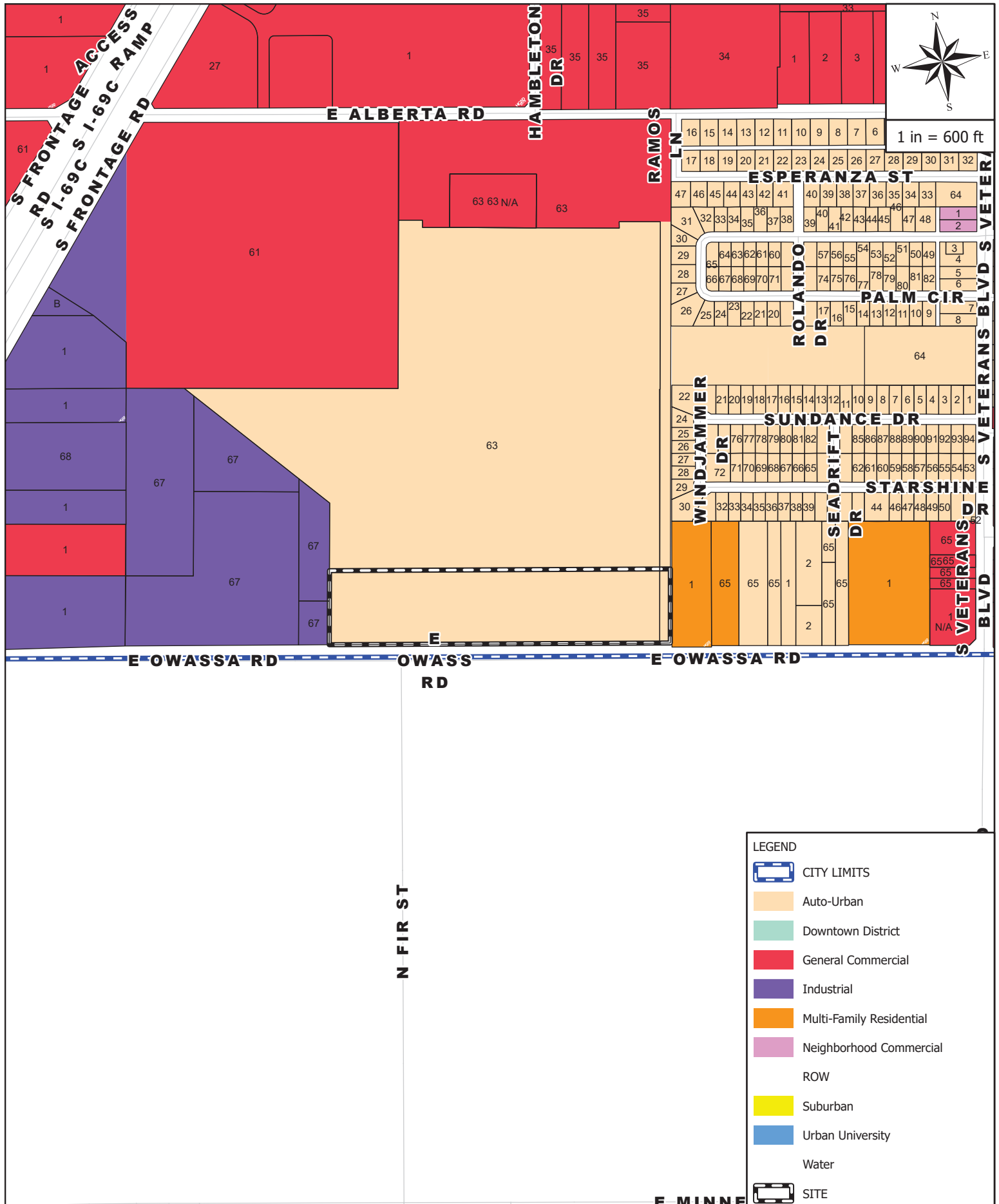


- LEGEND**
- CITY LIMITS
 - AGRICULTURE AND OPEN SPACE
 - RESIDENTIAL, SUBURBAN
 - RESIDENTIAL, PRIMARY
 - RESIDENTIAL, MULTIFAMILY
 - RESIDENTIAL, URBAN AND TOWNHOME
 - RESIDENTIAL, MANUFACTURED HOME
 - URBAN UNIVERSITY
 - DOWNTOWN
 - COMMERCIAL, NEIGHBORHOOD
 - COMMERCIAL, GENERAL
 - INDUSTRIAL, LIGHT
 - INDUSTRIAL, GENERAL
 - SITE



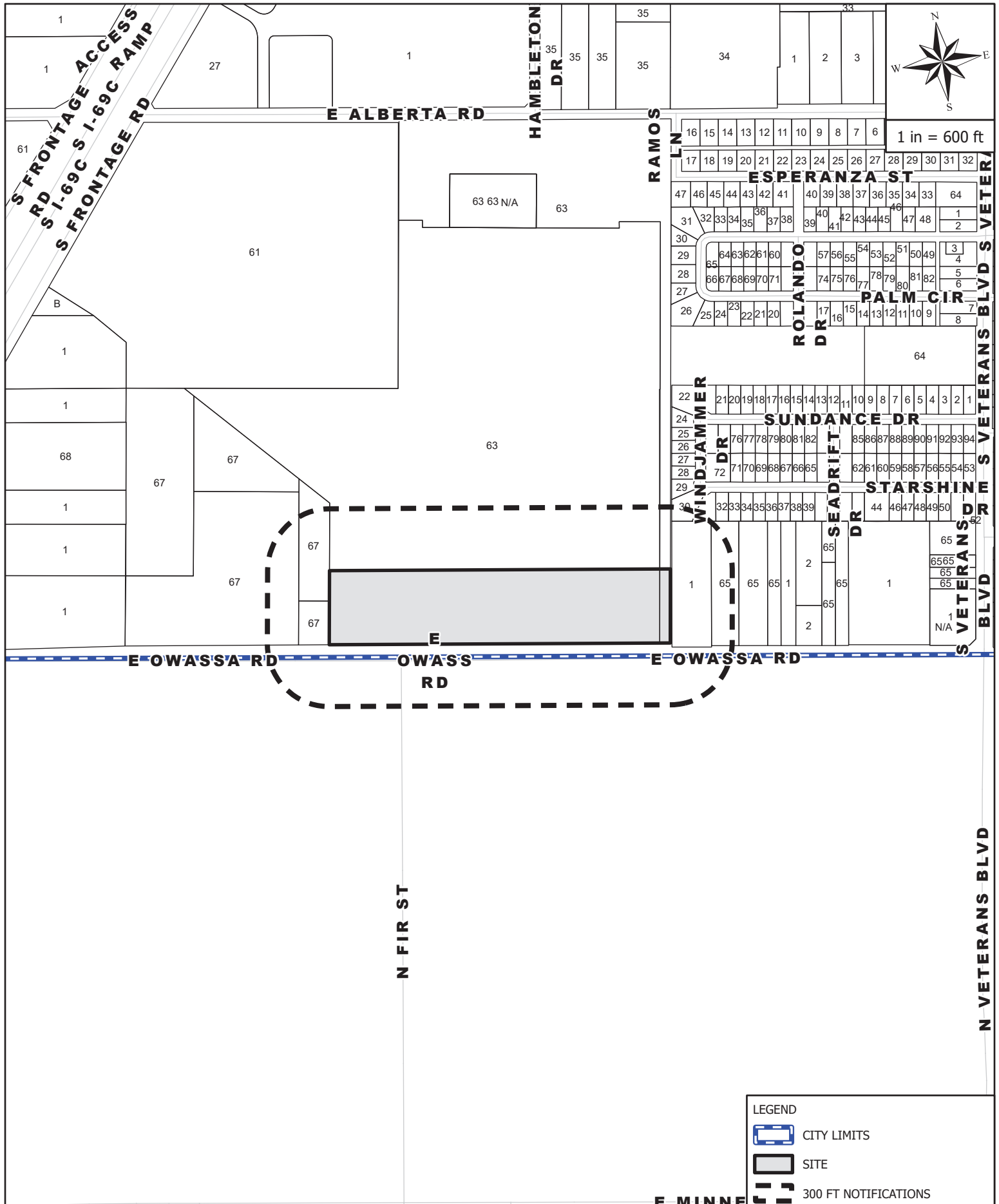
ZONING MAP

799 E ALBERTA RD



FUTURE LANDUSE MAP

799 E ALBERTA RD



MAILOUT AND SITE MAP

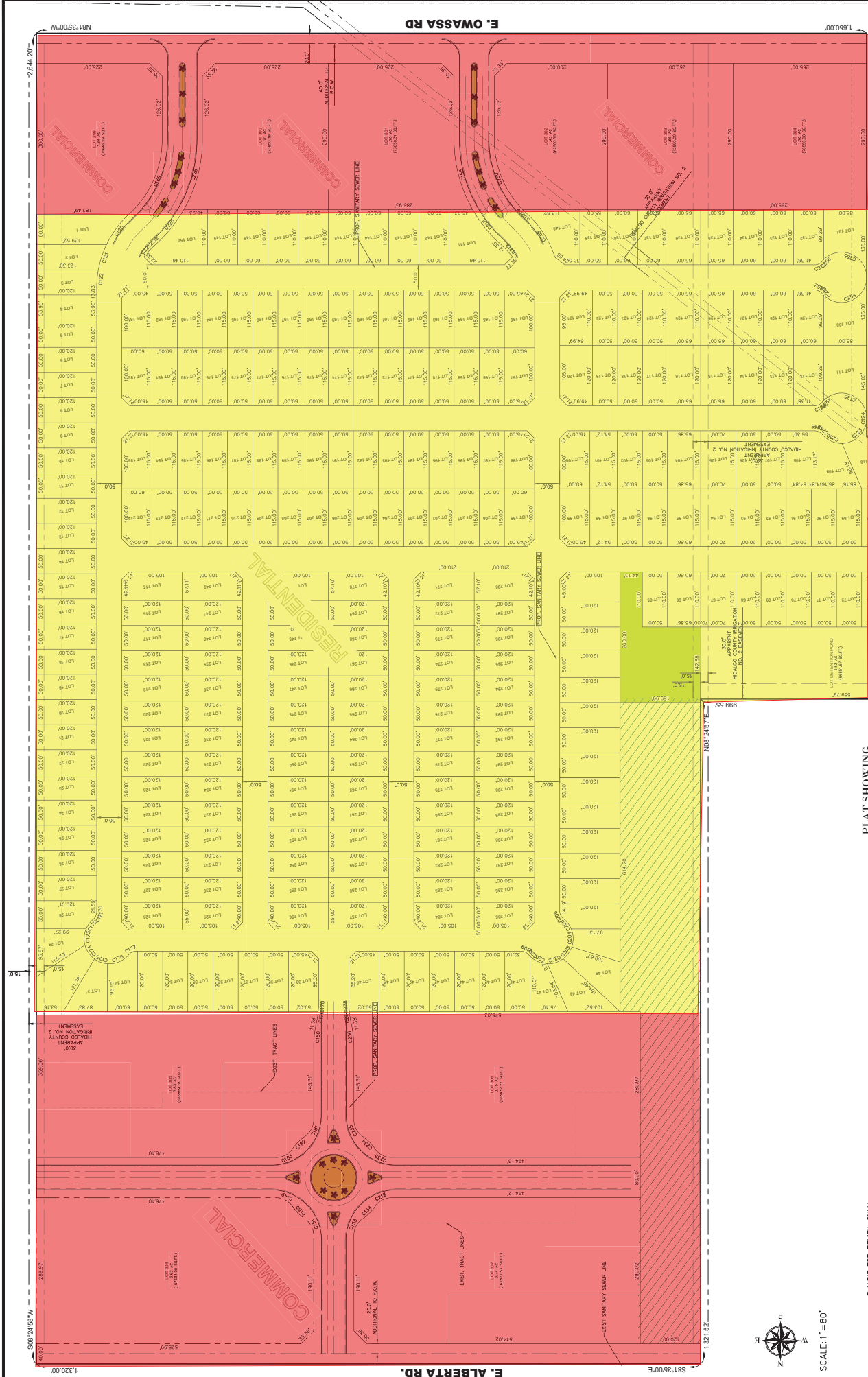
799 E ALBERTA RD



Rezoning Request Site Photo

Sames
799 E Alberta Rd.





200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
MALLIN, TEXAS 75001 FAX: (956) 702-8883
SAMES TEX. REC. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM NO. 10116-00

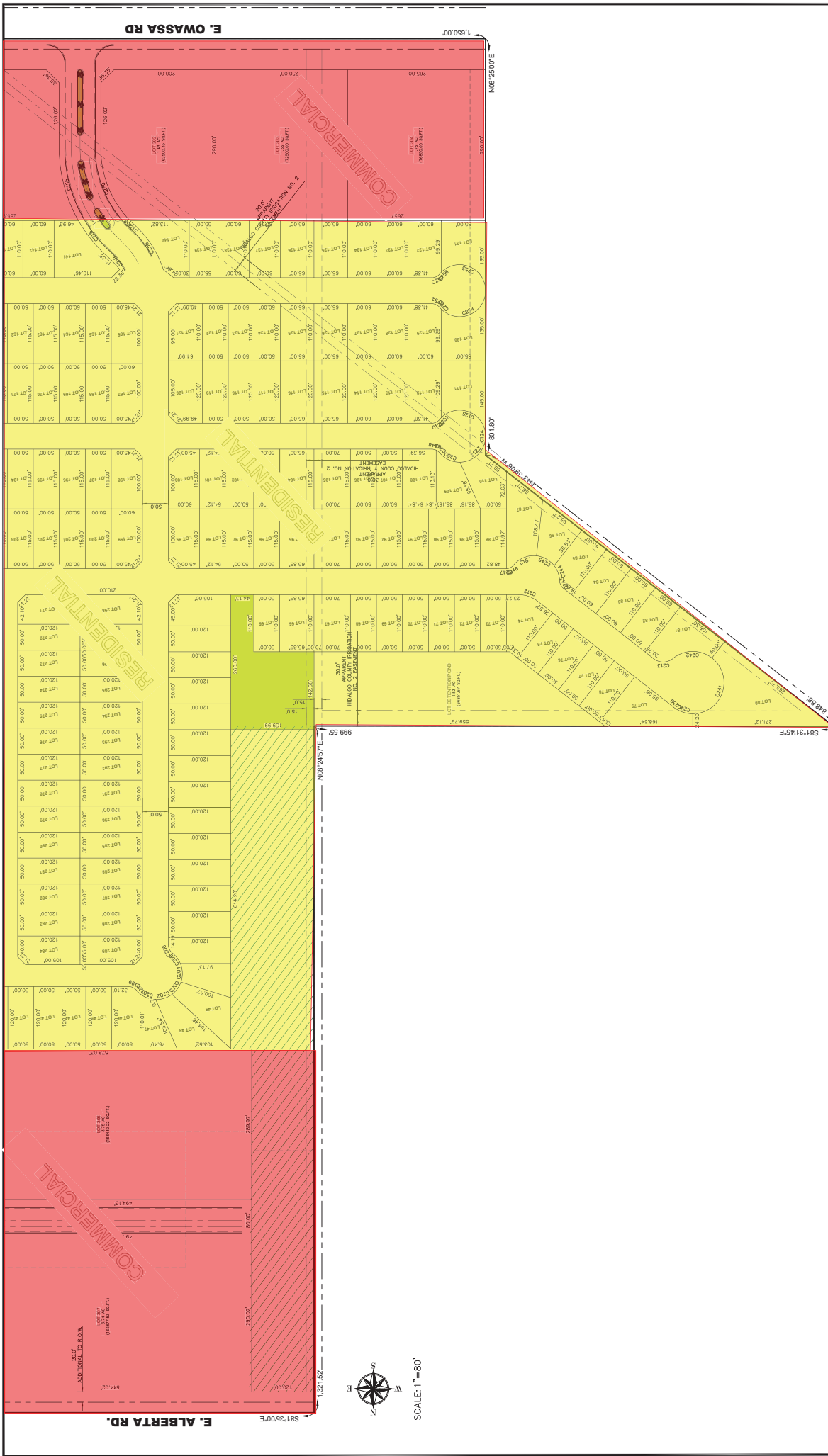
3/31/2026

PLAT SHOWING
EXHIBIT LAYOUT
MIXED USED, COMMERCIAL,
RESIDENTIAL

EXHIBIT FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE USED OR RELIED UPON AS A FINAL DOCUMENT.
THIS IS NOT A FINAL SURVEY OR SUBDIVISION AND SHALL NOT BE RECORDED.
THERE MAY BE OTHER REQUIREMENTS OR ITEMS NOT SHOWN ON THIS EXHIBIT.
ALL INFORMATION CONTAINED HEREIN IS UNWARRANTED EXCEPT AS IT IS
BASED ON RESEARCH ONLY FROM THE DATE SHOWN ON THIS LAYOUT.



SCALE: 1"=80'




 200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
 McALLEN, TEXAS 78501 FAX: (956) 702-8883
 TEX. REG. ENGINEERING FIRM F-10602
 TEX. REG. SURVEYING FIRM No. 10116-00

3/31/2026

PLAT SHOWING
 EXHIBIT LAYOUT
 MIXED USED, COMMERCIAL,
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Eduardo Huerta [REDACTED]

Rezoning of 799 E. Alberta RD.

1 message

Eduardo Morin [REDACTED]

Thu, May 28, 2026 at 2:25 PM

To: [REDACTED]

City of Edinburg Planning and Zoning,

My name is Eduardo Morin and reside at 5113 Palm Circle, Villa Del Mundo Lot 28. This is regarding the letters we received on Monday 5/18 at which time the Planning and Zoning Commission will address the rezoning of 799 E. Alberta Road.

I am sorry I am not able to attend due prior engagement. I have spoken with a lot of neighbors and currently advocating to be against the rezoning. The reason has nothing to do with what the owners of the tracts want to do, but because the City is not and does not have any plans for future infrastructure. In order to favor this project the City first has to install a traffic light on Alberta Rd and Veterans Rd., the state has approved this for over a couple of years already and we can't seem to have \$300,000 to install it as per Assistant City Manager Reyna. It's my understanding from your own planning and zoning dept that there is currently no plans for that. Also what are you planning on doing on getting rid of the 4 way stop on Owassa Rd and Veterans Rd. that has been in place for over 40 years. I understand that there is 4 entities involved, City of Edinburg, City of Pharr, Precinct 2 and 4. Again there is NO plans for that. We already have a lot auto congestions at both intersections, especially during concerts and OMG during Graduations. So if the City has no plans for this how can we build General Commercial and Residential in these tracts. Also has the city done any studies how these tracts are on higher ground and all the properties east side of the tract from Owassa Rd and Alberta Rd might flood if this is not taken into consideration.

So I unfortunately believe the City is not prepared for this kind of expansion and it is not fair to the owners of the land to get the rezoning and have to pay property taxes on Commercial and Residential, when they currently pay property taxes on the property being labeled AG.

I really hope my concerns are really taken under consideration and the rezoning is tabled until our concerns are addressed.

If you wish to contact me, please feel free to call me. [REDACTED]

Thanks,

Eduardo Morin

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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 May 28, 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 June 16, 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 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 Agriculture and Open Space (AO) 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 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, 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 II A 13.79 ACRE (593,852.75 SQ. FT.) GROSS, TRACT OF LAND OUT OF LOT 66 AND LOT 67, KELLY PHARR SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, LOCATED AT 799 E. ALBERTA ROAD, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS

Agenda Item No: 8.C.

Rezoning Request- SAMES

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being Tract III a 59.41 Acre (2,588,199.49 SQ. FT.) Gross, Tract of Land out of Lot 63, Lot 66 and Lot 67, Kelly Pharr Subdivision, an Addition to the City of Edinburg, Located at 799 E. Alberta Road, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the south side of E. Alberta Road, approximately 1,300 feet east of the intersection of N. Frontage Road and E. Alberta 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. This property has approximately 59.41 acres. Currently, the property is vacant land. The applicant wants to utilize the property to incorporate approximately 280 residential lots.

Adjacent zoning is Agriculture and Open Space (AO) District to all directions. Surrounding land uses consists of residential uses and vacant land. The Future Land Use designation for this property is Auto-Urban Uses.

Staff mailed a notice of the public hearing to 50 neighboring property owners on Friday, May 15, 2026. One comment against and no comments in favor had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

On May 20, 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 May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/18/2026

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Juan Humberto Marquez, Silvia Marquez, Sanjay Khana, Anjali Khanna

AGENT: SAMES

LEGAL: Being Tract III a 59.41 Acre (2,588,199.49 SQ. FT.) Gross, Tract of Land out of Lot 63, Lot 66 and Lot 67, Kelly Pharr Subdivision, An Addition to the City of Edinburg.

LOCATION: Located at 799 E. Alberta Road.

LOT/TRACT SIZE: Being a 59.41 Acre

CURRENT USE: Vacant Land

PROPOSED USE: Residential, Primary (RP) District.

EXISTING ZONING: Agriculture and Open Space (AO) District.

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

LAND USE PLAN: Auto-Urban Uses

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

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

REZONING REQUEST SAMES

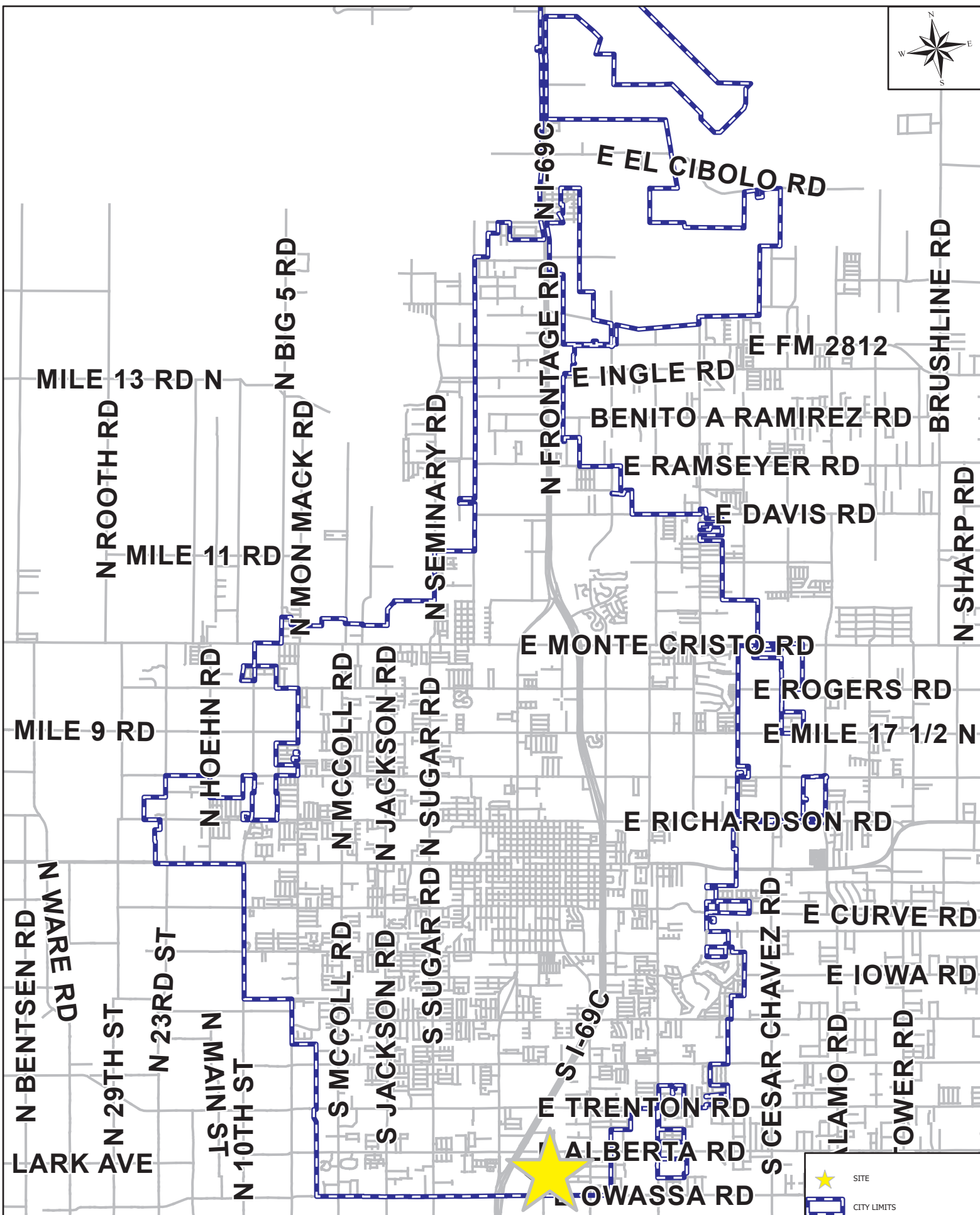
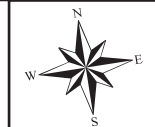
EVALUATION

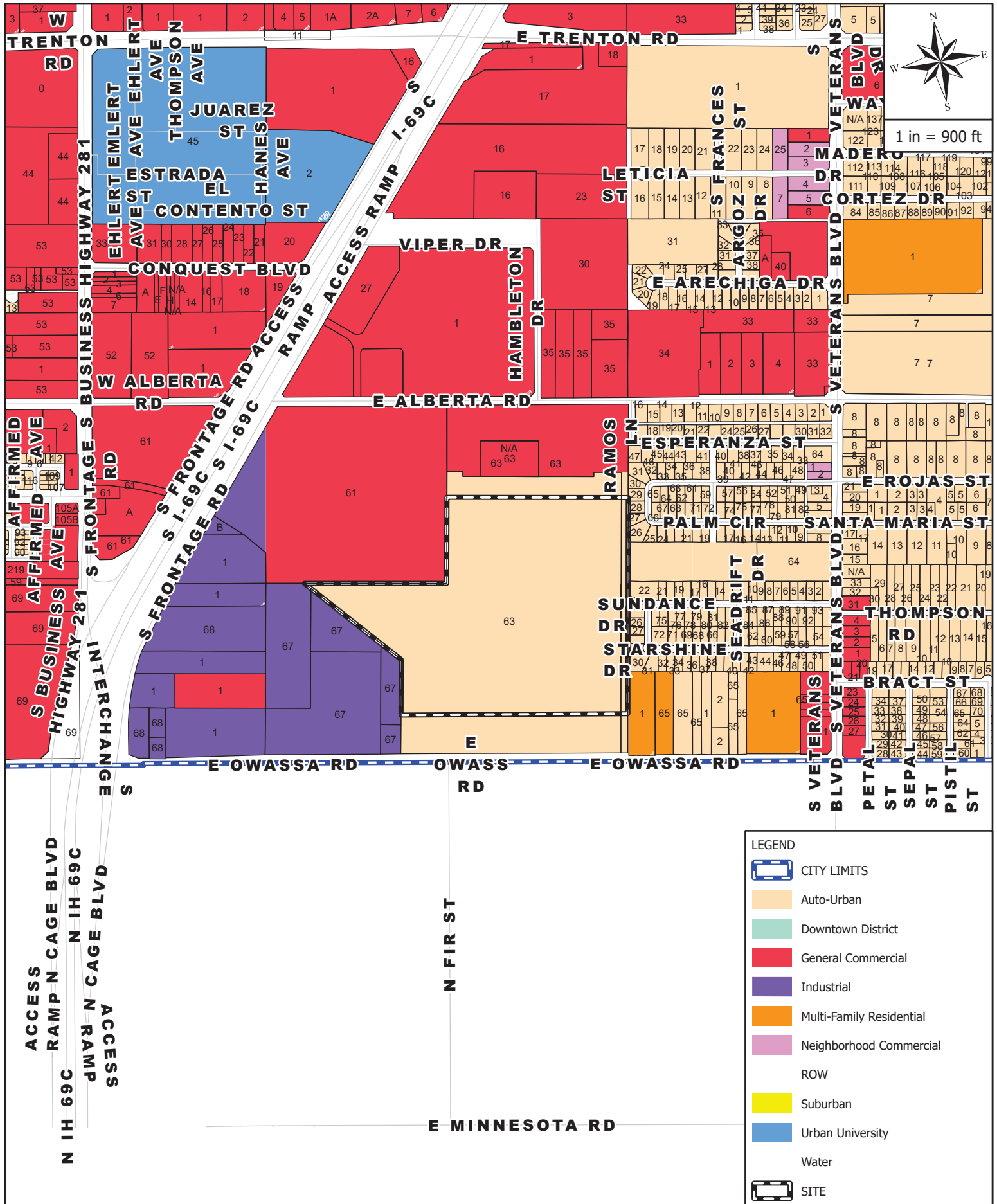
The following is the staff's evaluation of the request:

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

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

Staff mailed a notice of the public hearing to 50 neighboring property owners on Friday, May 15, 2026, and received one comment against and no comments in favor had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.





FUTURE LANDUSE MAP

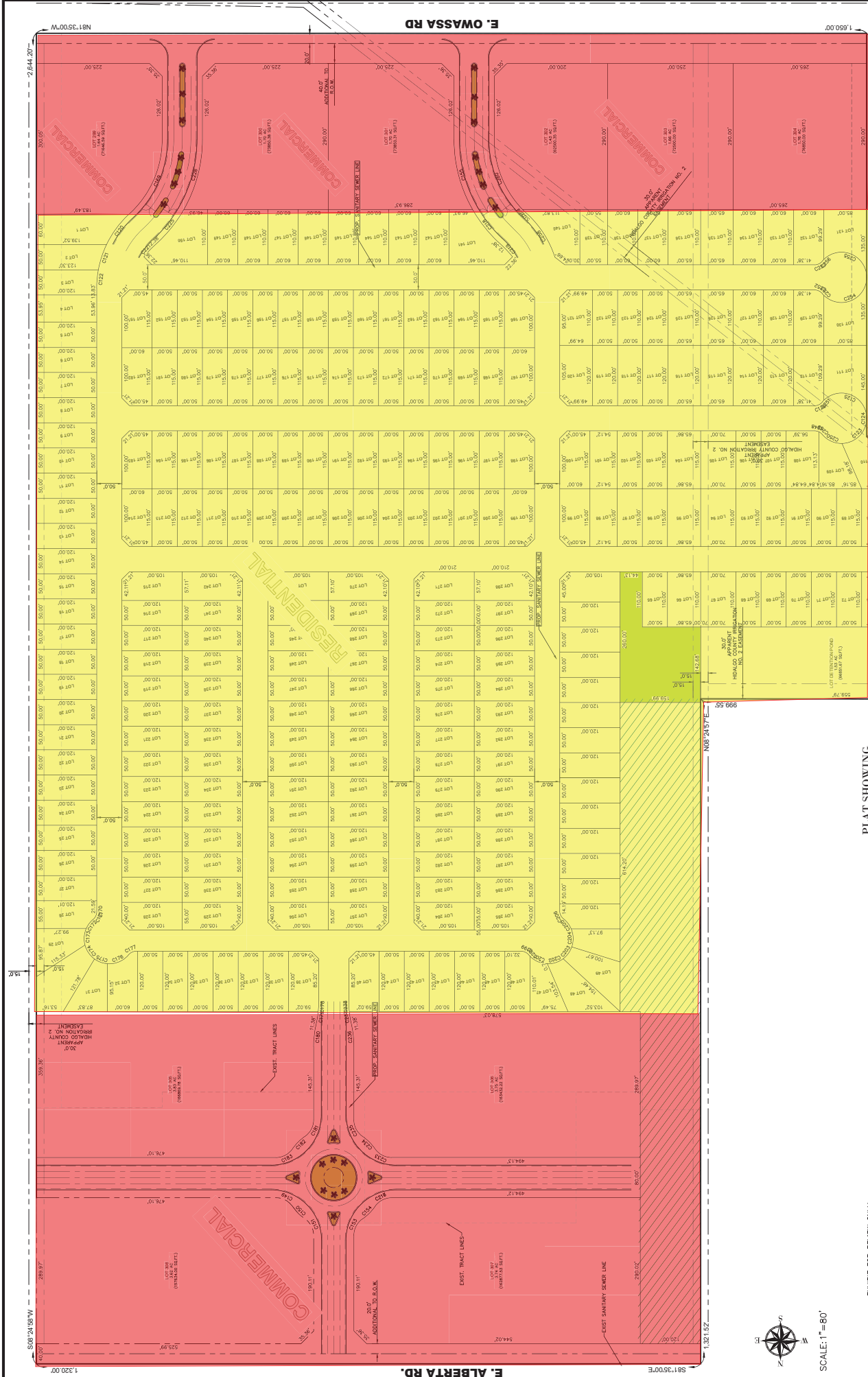
799 E ALBERTA RD



Rezoning Request Site Photo

Sames
799 E Alberta Rd.





200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
MALLIN, TEXAS 75001 FAX: (956) 702-8883
SAMES TEX. REC. ENGINEERING FIRM F-10002
TEX. REG. SURVEYING FIRM NO. 10116-00

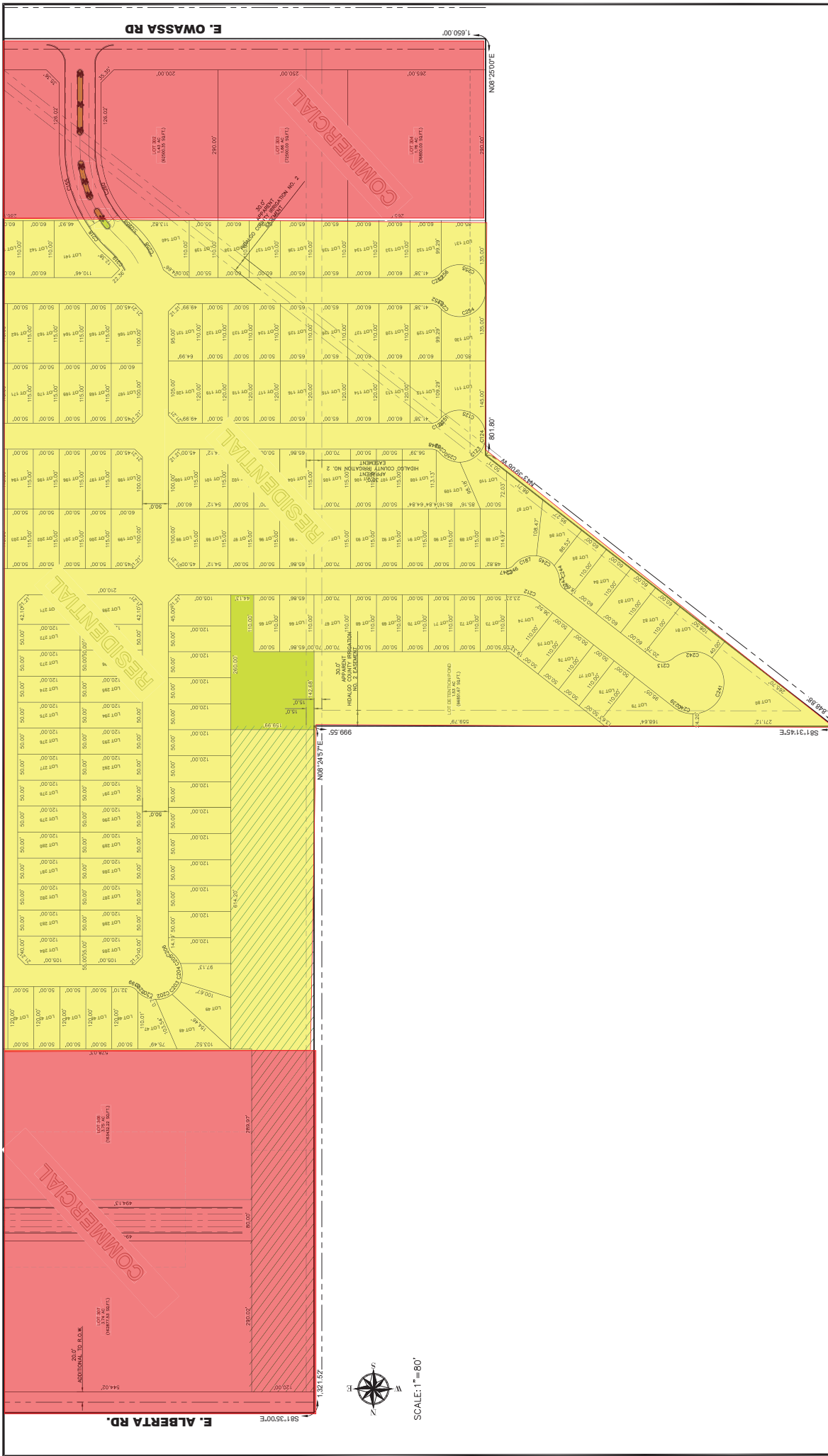
3/31/2026

PLAT SHOWING
EXHIBIT LAYOUT
MIXED USED, COMMERCIAL,
RESIDENTIAL

EXHIBIT FOR REVIEW ONLY
THIS DOCUMENT SHALL NOT BE USED OR RELIED UPON AS A FINAL DOCUMENT.
THIS IS NOT A FINAL SURVEY OR SUBDIVISION AND SHALL NOT BE RECORDED.
THERE MAY BE OTHER REQUIREMENTS OR ITEMS NOT SHOWN ON THIS EXHIBIT.
ALL INFORMATION CONTAINED HEREIN IS UNWARRANTED EXCEPT AS IT IS
BASED ON RESEARCH ONLY FROM THE DATE SHOWN ON THIS LAYOUT.



SCALE: 1"=80'



200 S. 10TH ST. SUITE 1500 TEL: (956) 702-8800
McAllen, TX 78501 FAX: (956) 702-8883
SAMES
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 10116-00

3/31/2026

PLAT SHOWING
EXHIBIT LAYOUT
MIXED USED, COMMERCIAL,
RESIDENTIAL

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THESE REQUIREMENTS OR ITEMS SHALL BE SHOWN ON THE FINAL PLAT.
BASED ON RESEARCH ONLY FROM THE DATE SHOWN ON THIS LAYOUT.



Eduardo Huerta [REDACTED]

Rezoning of 799 E. Alberta RD.

1 message

Eduardo Morin [REDACTED]

Thu, May 28, 2026 at 2:25 PM

To: [REDACTED]

City of Edinburg Planning and Zoning,

My name is Eduardo Morin and reside at 5113 Palm Circle, Villa Del Mundo Lot 28. This is regarding the letters we received on Monday 5/18 at which time the Planning and Zoning Commission will address the rezoning of 799 E. Alberta Road.

I am sorry I am not able to attend due prior engagement. I have spoken with a lot of neighbors and currently advocating to be against the rezoning. The reason has nothing to do with what the owners of the tracts want to do, but because the City is not and does not have any plans for future infrastructure. In order to favor this project the City first has to install a traffic light on Alberta Rd and Veterans Rd., the state has approved this for over a couple of years already and we can't seem to have \$300,000 to install it as per Assistant City Manager Reyna. It's my understanding from your own planning and zoning dept that there is currently no plans for that. Also what are you planning on doing on getting rid of the 4 way stop on Owassa Rd and Veterans Rd. that has been in place for over 40 years. I understand that there is 4 entities involved, City of Edinburg, City of Pharr, Precinct 2 and 4. Again there is NO plans for that. We already have a lot auto congestions at both intersections, especially during concerts and OMG during Graduations. So if the City has no plans for this how can we build General Commercial and Residential in these tracts. Also has the city done any studies how these tracts are on higher ground and all the properties east side of the tract from Owassa Rd and Alberta Rd might flood if this is not taken into consideration.

So I unfortunately believe the City is not prepared for this kind of expansion and it is not fair to the owners of the land to get the rezoning and have to pay property taxes on Commercial and Residential, when they currently pay property taxes on the property being labeled AG.

I really hope my concerns are really taken under consideration and the rezoning is tabled until our concerns are addressed.

If you wish to contact me, please feel free to call me. [REDACTED]

Thanks,

Eduardo Morin

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A TRACT III A 59.41 ACRE (2,588,199.49 SQ. FT.) GROSS, TRACT OF LAND OUT OF LOT 63, LOT 66 AND LOT 67, KELLY PHARR SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, LOCATED AT 799 E. ALBERTA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the 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 Tract III a 59.41 Acre (2,588,199.49 SQ. FT.) Gross, Tract of Land out of Lot 63, Lot 66 and Lot 67, Kelly Pharr Subdivision, An Addition to the City of Edinburg, Located at 799 E. Alberta 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 May 28, 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 June 16, 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 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 9.A.

Comprehensive Plan Amendment and Rezoning Request - Guillermina Padilla Morales

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being All of Lots One (1) and Two (2), Edwin C. Castor Subdivision, Located at 3415 S. Raul Longoria Road, as Requested by Guillermina Padilla Morales. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the east side of S. Raul Longoria Road, approximately 260 feet north of the intersection of E. Wisconsin Road and S. Raul Longoria 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 Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 169.04 feet along S. Raul Longoria Road and a lot depth of 155 feet for a total area of 0.60 of an acre. Currently, the property has an existing one-story building. The applicant wants to utilize the property for a commercial business purpose.

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

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, May 15, 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 27, 2026.

On May 20, 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 May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/15/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District.

APPLICANT: Guillermina Padilla Morales

AGENT: N/A

LEGAL: Being All of Lots One (1) and Two (2), Edwin C. Castor Subdivision.

LOCATION: Located at 3415 S. Raul Longoria Road.

LOT/TRACT SIZE: Lots One (1) and Two (2)

CURRENT USE: One-story building

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Residential, Multifamily (RM) District and Commercial, General (CG) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Sewer and Water

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
GUILLERMINA PADILLA MORALES**

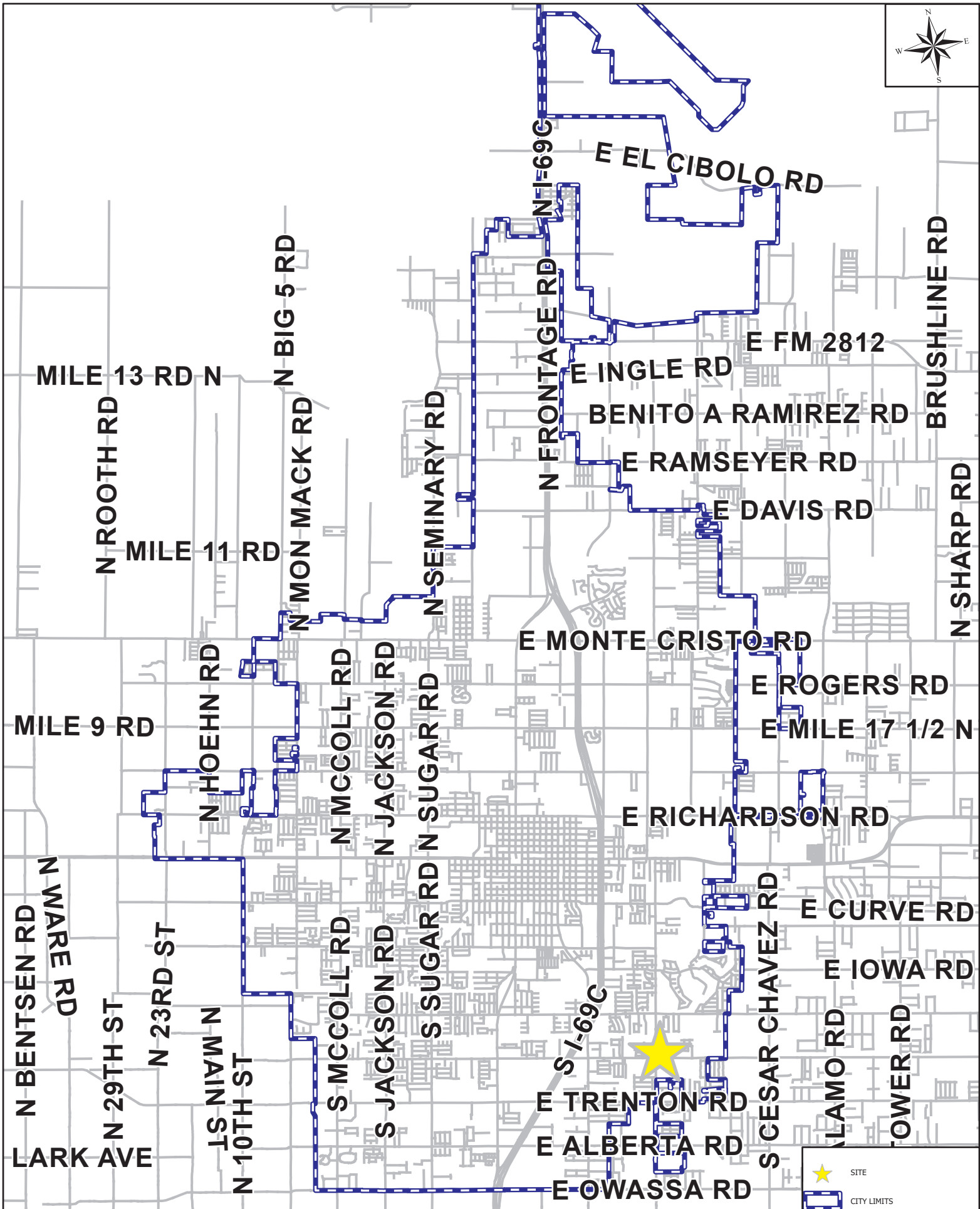
EVALUATION

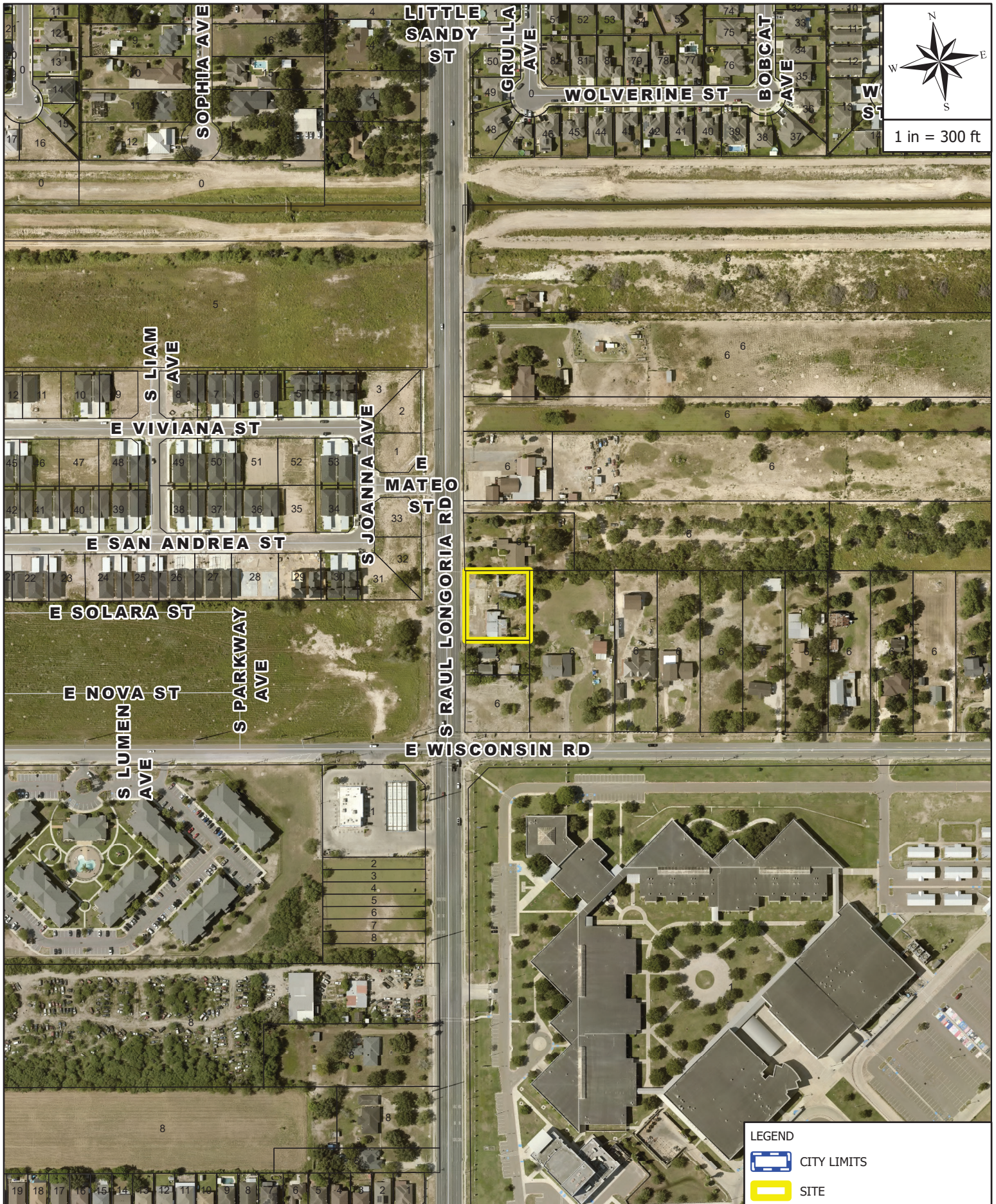
The following is the staff's evaluation of the request:

1. The property currently has a one-story building.
2. Surrounding land consists of residential homes 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 Auto-Urban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

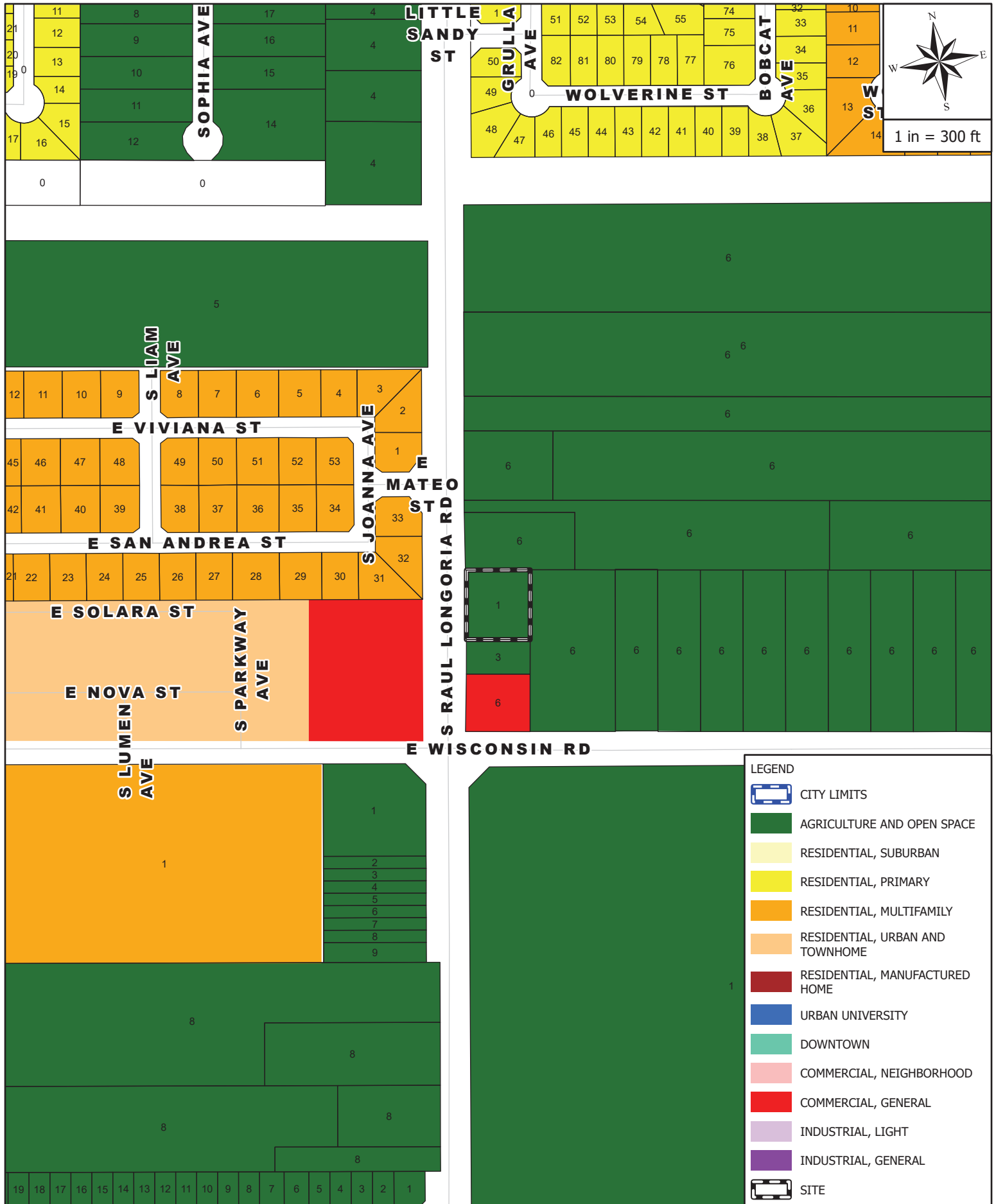
Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, May 15, 2026, and received no comments in favor or against at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.





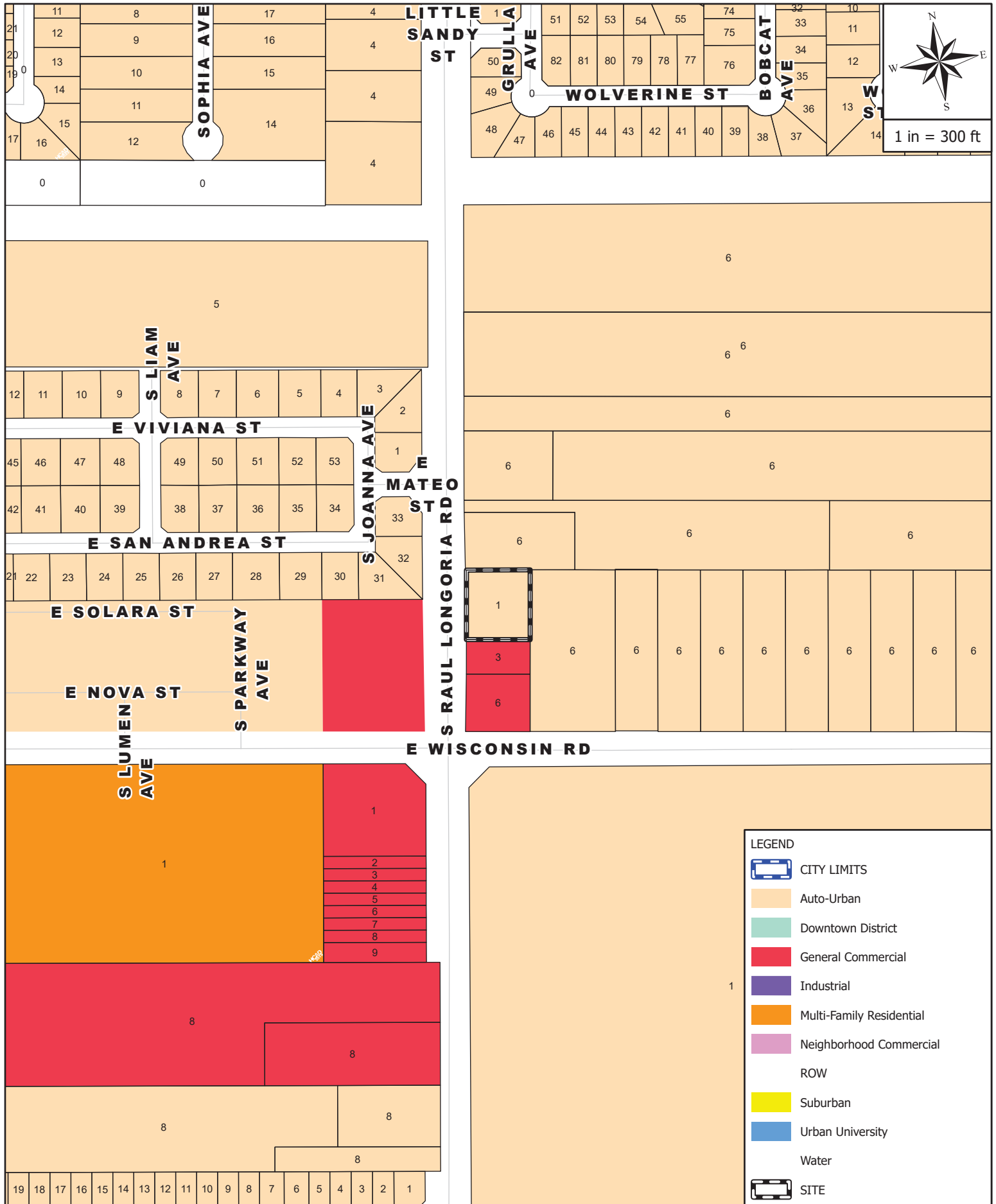
AERIAL MAP

3415 S RAUL LONGORIA RD



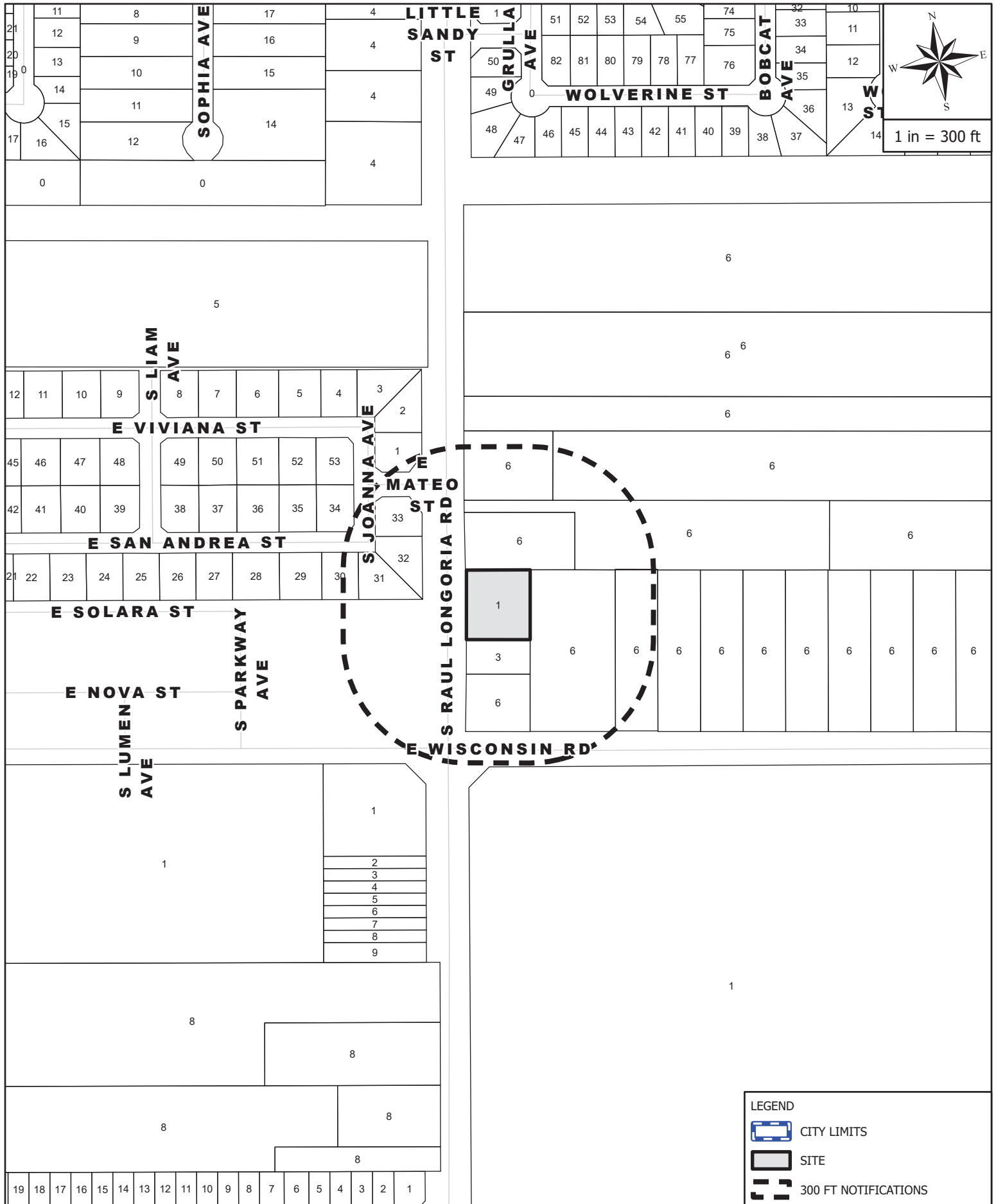
ZONING MAP

3415 S RAUL LONGORIA RD



FUTURE LANDUSE MAP

3415 S Raul Longoria Rd



MAILOUT AND SITE MAP

3415 S RAUL LONGORIA RD



Rezoning Request Site Photo

Guillermina Padilla Morales
3415 S. Raul Longoria Road



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING ALL OF LOTS ONE (1) AND TWO (2), EDWIN C. CASTOR SUBDIVISION, LOCATED AT 3415 S. RAUL LONGORIA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) 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 One (1) and Two (2), Edwin C. Castor Subdivision, located at 3415 S. Raul Longoria Road from Agriculture and Open Space (AO) 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 May 28, 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 June 16, 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 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 Agriculture and Open Space (AO) 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 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, 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 ALL OF LOTS ONE (1) AND TWO (2), EDWIN C. CASTOR SUBDIVISION, LOCATED AT 3415 S. RAUL LONGORIA ROAD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 9.B.

Comprehensive Plan Amendment and Rezoning Request - Rioplex Engineering LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being a 0.40 Acre (17,166.07 SQ. FT.) Tract of Land, more or less, being out of the West Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Located at 498 N. I-69C, as Requested by Rioplex Engineering LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located along the east side of N. I-69C, approximately 250 feet south of the intersection of N. Frontage Road and E. Richardson Road. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Residential, Urban (RU) & Townhome District. This district is the highest intensity single-family residential district. This property has a total area of 0.40 of an acre. Currently, the property is vacant. The applicant wants to utilize the property to incorporate the 20 feet into the proposed abutting development of a private townhome subdivision.

Adjacent zoning is Commercial, General (CG) District to the north, Residential, Urban (RU) & Townhome District to the south and east, and Residential, Multifamily (RM) District and Residential, Suburban (RS) District to the west. Surrounding land uses consist of residential uses, vacant land, 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 30 neighboring property owners on Friday, May 15, 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 27, 2026.

On May 18, 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 May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/19/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District.

APPLICANT: Al Yazji Development LLC

AGENT: Rioplex Engineering LLC

LEGAL: Being a 0.40 Acre (17,166.07 SQFT) Tract of Land, more or less, being out of the West half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey

LOCATION: Located at 498 N. I-69C.

LOT/TRACT SIZE: Being a 0.40 Acre

CURRENT USE: Vacant Land

PROPOSED USE: Urban (RU) & Townhome District.

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING: North – Commercial, General (CG) District
South – Residential, Urban (RU) & Townhome District
East – Residential, Urban (RU) & Townhome District
West – Residential, Multifamily (RM) District and Residential, Suburban (RS) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

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

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
RIOPLEX ENGINEERING LLC**

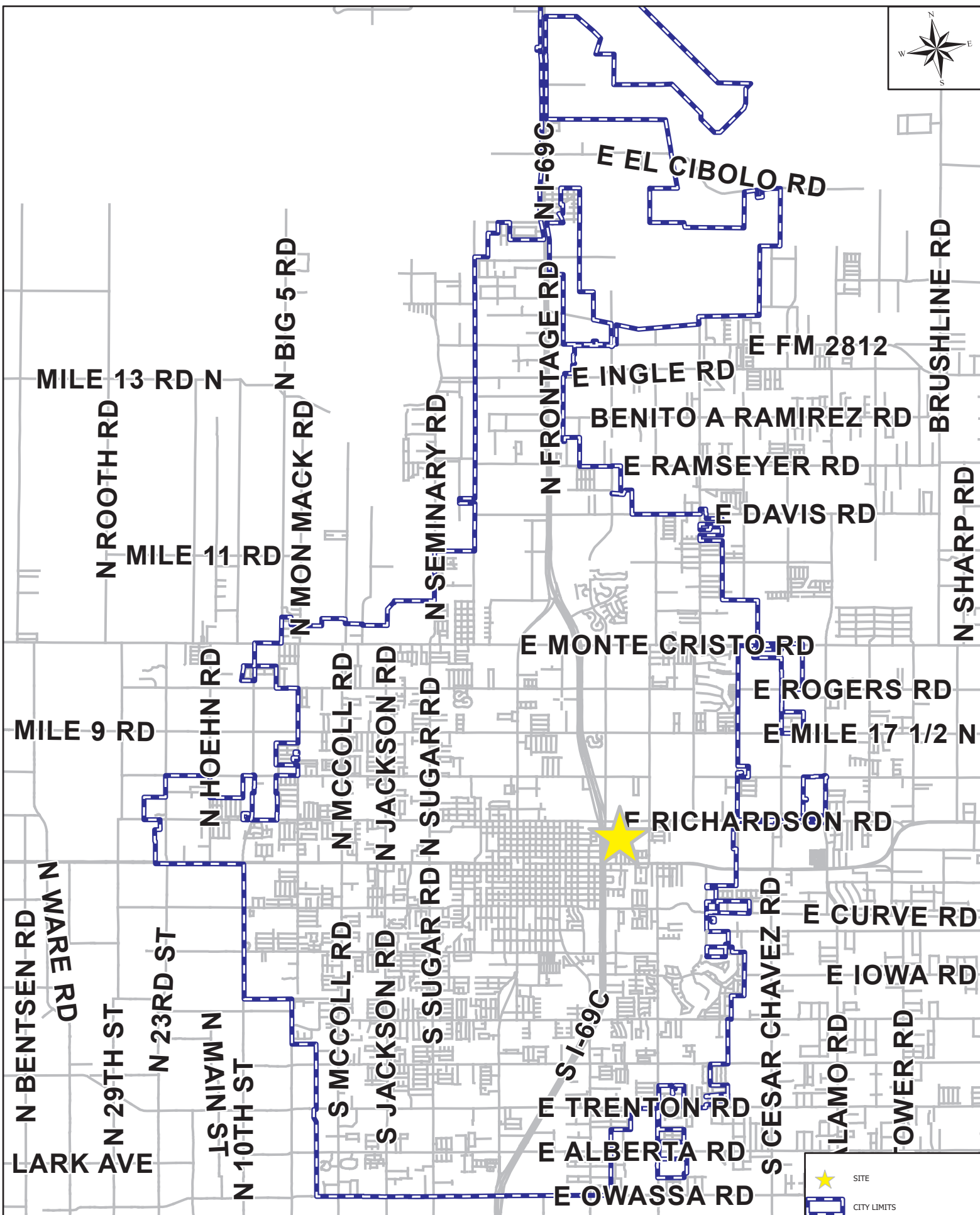
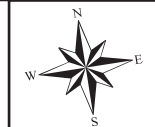
EVALUATION

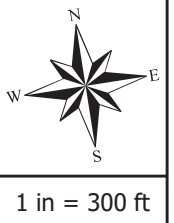
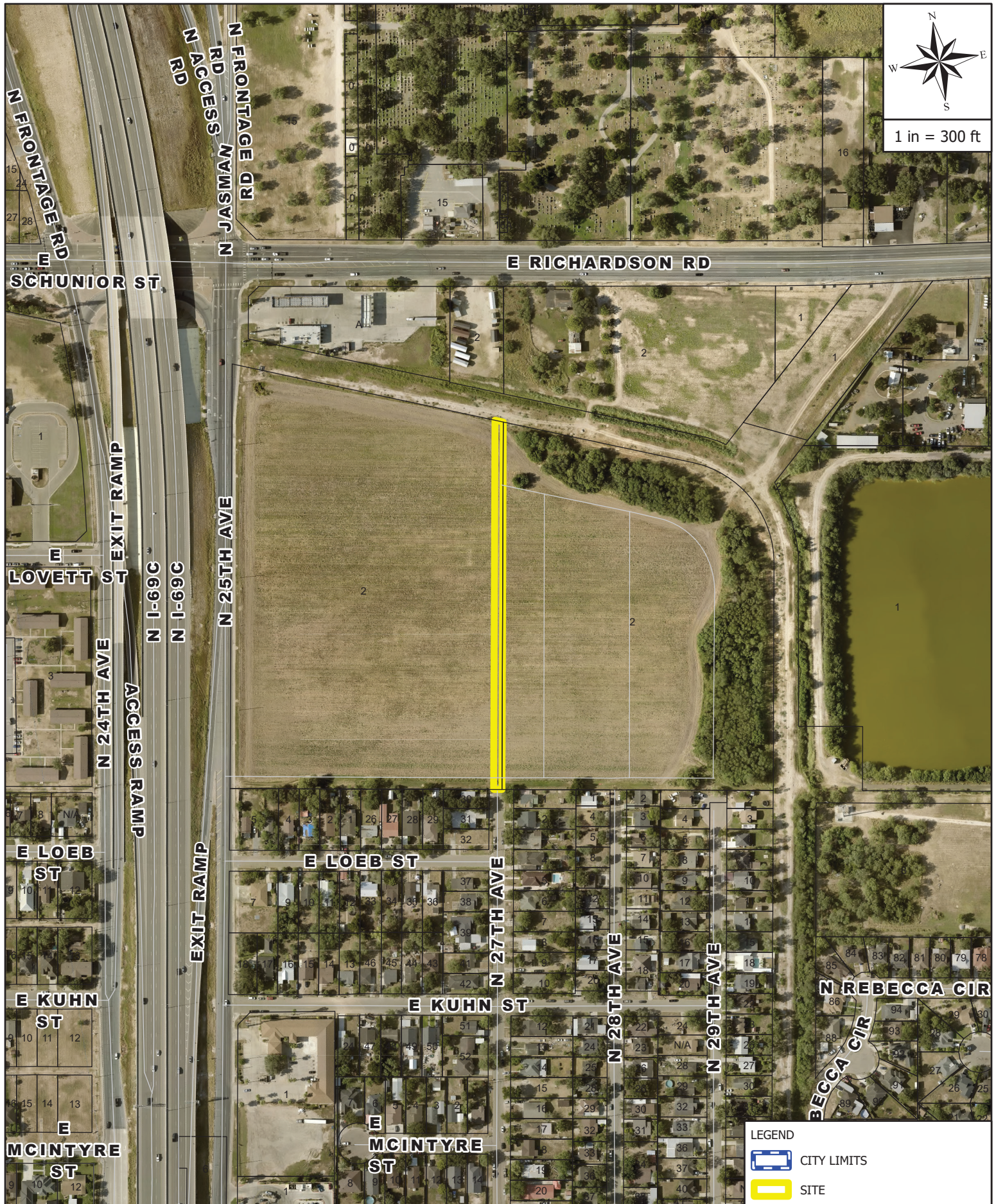
The following is the staff's evaluation of the request:

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

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

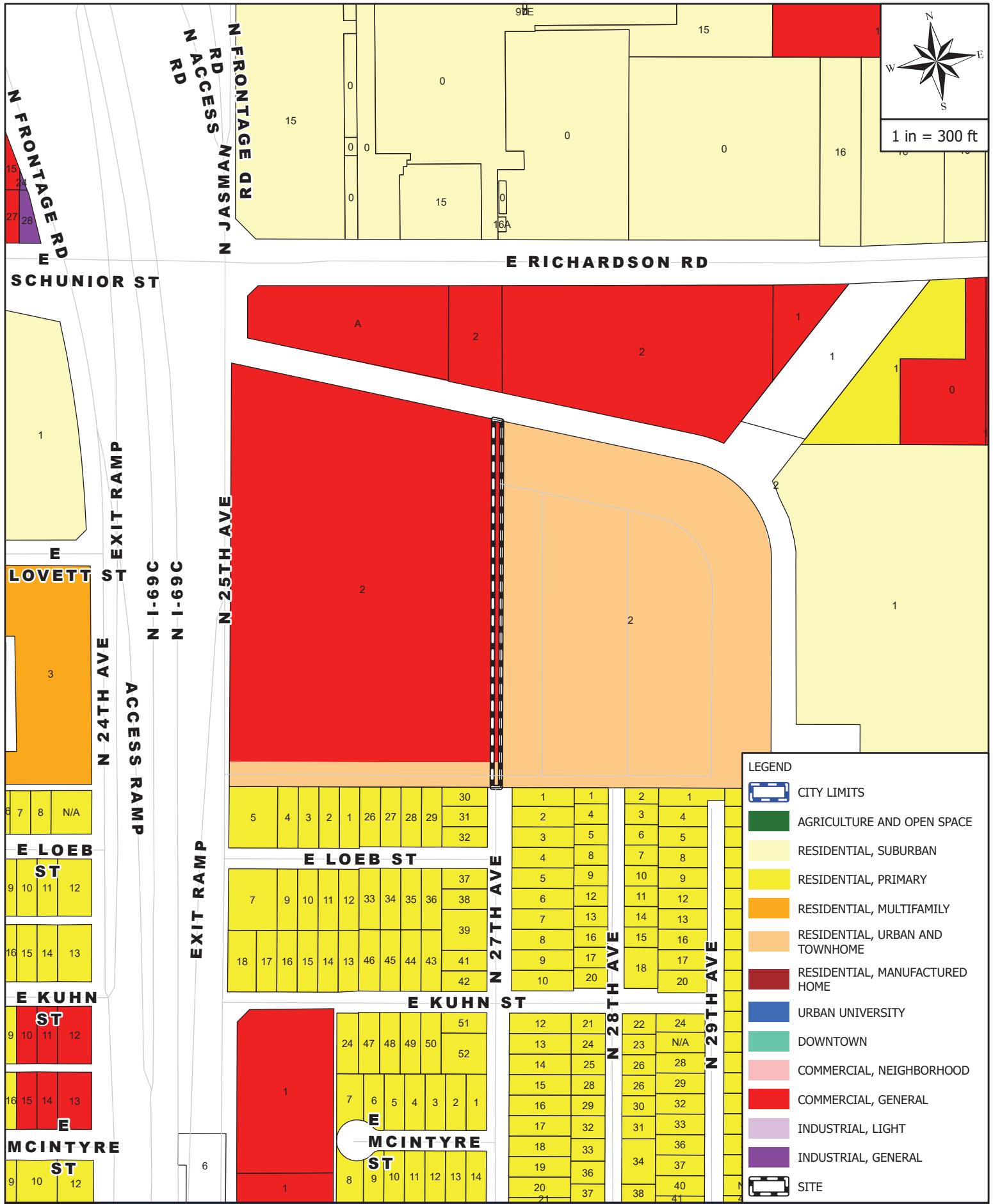
Staff mailed a notice of the public hearing to 30 neighboring property owners on Friday, May 15, 2026, and received no comments in favor or against at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.





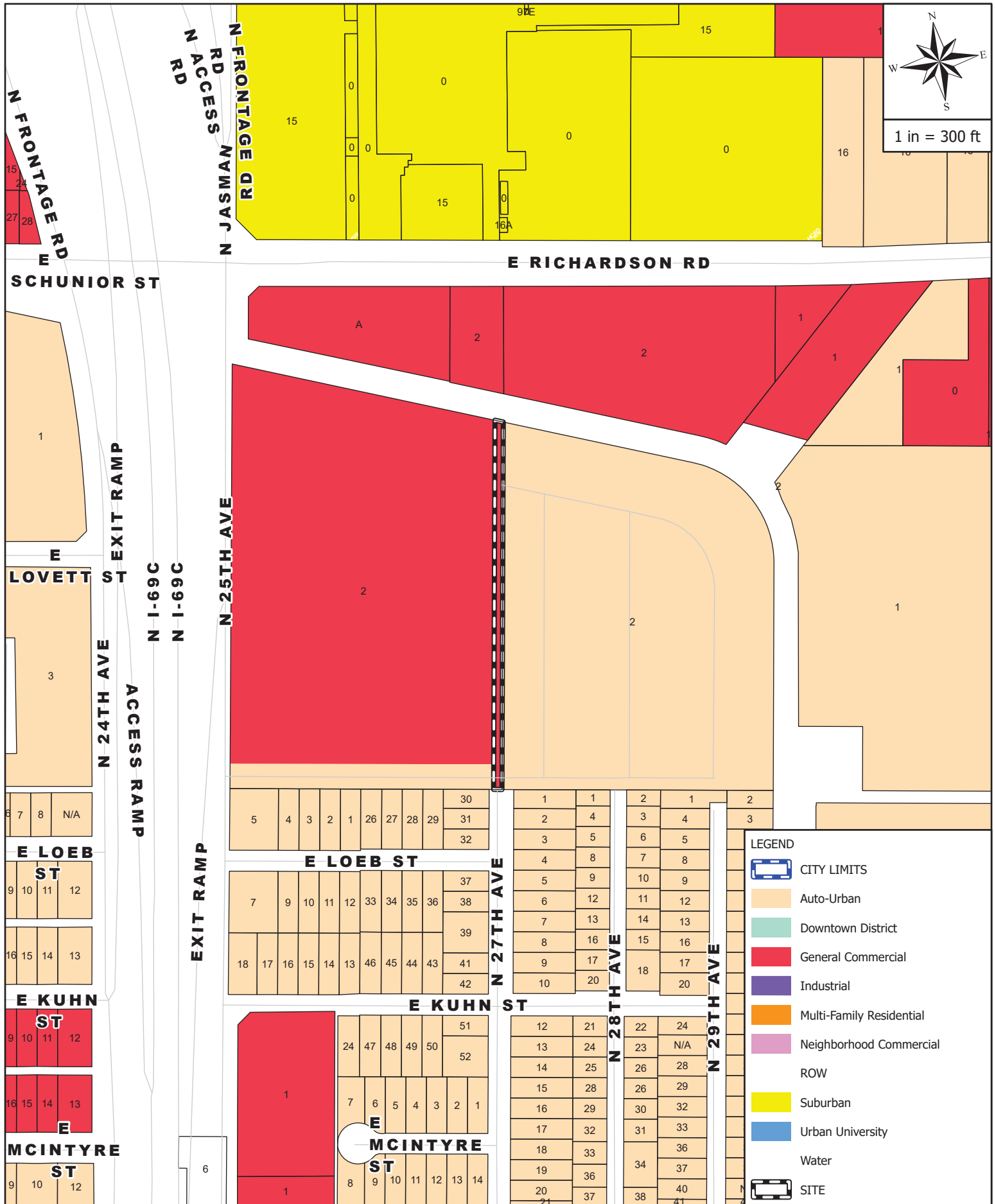
AERIAL MAP

498 N I-69C



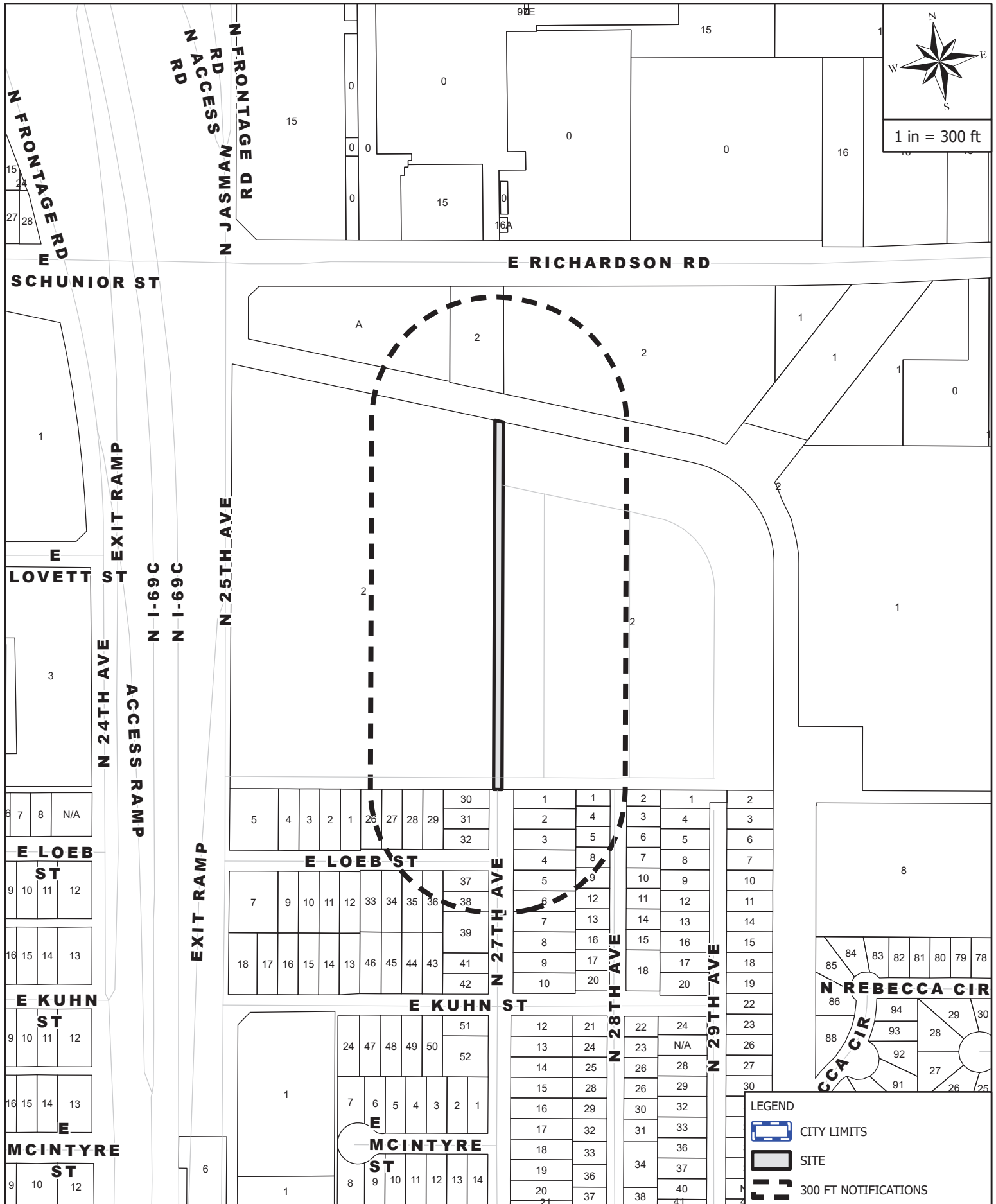
ZONING MAP

498 N I-69C



FUTURE LANDUSE MAP

498 N I-69C



MAILOUT AND SITE MAP

498 N I-69C





Rezoning Request Site Photo

RioPlex Engineering LLC
498 N I-69C



BEING A 13.320 ACRE GROSS TRACT OF LAND, MORE OR LESS, BEING OUT OF THE
EASTERLY HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED
SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY,
TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171,
DEED RECORDS, HIDALGO COUNTY, TEXAS.

[illegible][illegible]

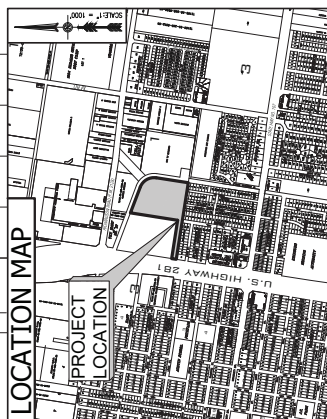
GENERAL NOTES: THIS SUBDIVISION IS IN FLOOD ZONE "X" DESCRIBED AS AREAS OF 500-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY WATER NUMBER: 46339 ELEVATION IS 147 FEET.

- [illegible]

LoC Area Table			LoC Line Table		
Line #	Length	Direction	Line #	Length	Direction
1	4.08	0.00	1	20.29	0.00
2	4.07	1.00	2	20.27	9.49
3	4.06	2.00	3	20.27	18.98
4	4.05	3.00	4	20.29	28.47
5	4.04	4.00	5	20.29	37.96
6	4.03	5.00	6	20.27	47.45
7	4.02	6.00	7	20.27	56.94
8	4.01	7.00	8	20.27	66.43
9	4.00	8.00	9	20.26	75.92
10	4.00	9.00	10	20.26	85.41
11	4.00	10.00	11	20.27	94.90

[illegible]

1	14.62	1.00
2	14.62	1.00
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98	14.62	1.00
99	14.62	1.00
100	14.62	1.00

RIOPLEX
ENGINEERING

FIRM No. 26964
200 Auburn Ave., Suite 280
McAllen, Tx. 78504
Office # (956) 330-2433
nriplexengineering.com

PRINCIPAL CONTACTS	CITY & ZIP	PHONE
OWNER: MUJAHID H. YAZI	MALLIN, TX 78054	(512) 956-310-2413
ENGINEER: KEILEY HELLER-VILA, P.E.	MALLIN, TX 78054	(512) 510-2413
CONTRACTOR: HANRY CARDEZANOS, E.P.T.S.	EDINBURG, TX 78642	(936) 467-2167

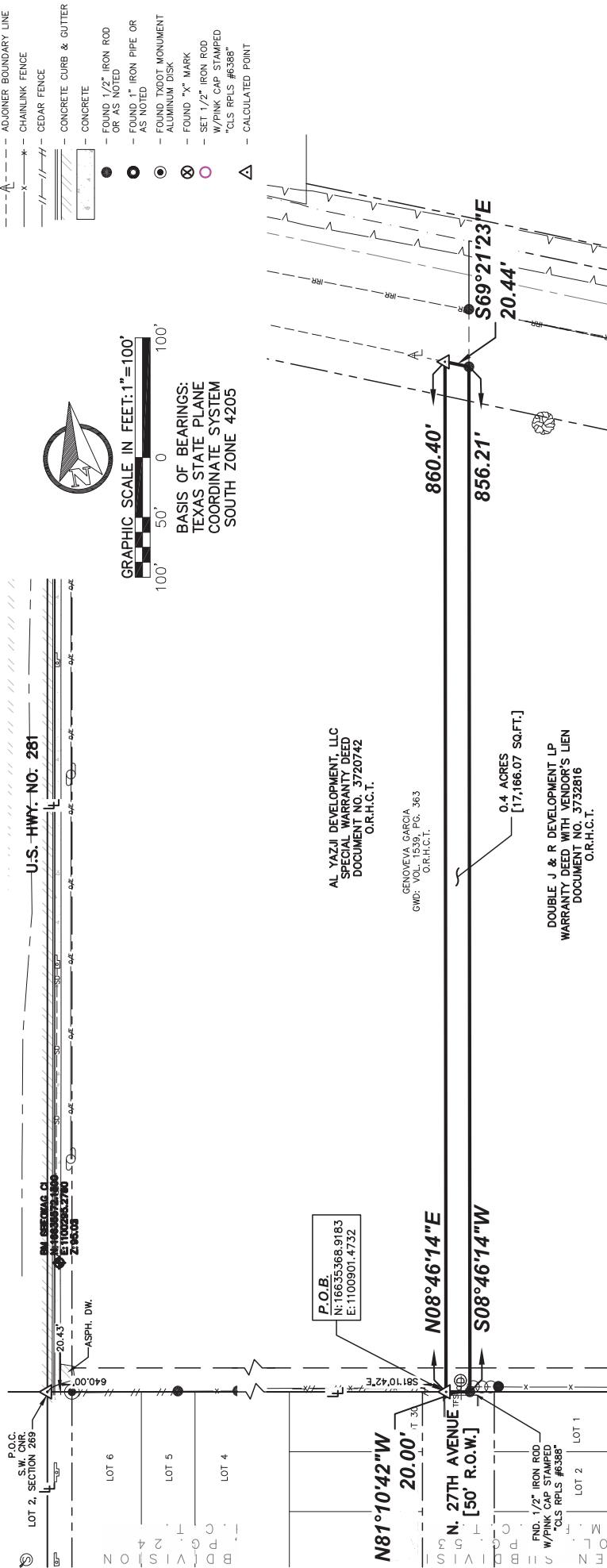
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ONE _____ AT _____ AM/PM
INSTRUMENT NUMBER _____

DEPUTY
SHEET 1 OF 2

PLAT SHOWING:

A 0.40 ACRE [17,166.07 SQ.FT] TRACT OF LAND, MORE OR LESS, BEING OUT OF THE WEST HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS.





Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPLS FIRM NO: 03194417
6807 Gondola Avenue,
El Paso, Texas 79907
Office: 955-567-2167
www.cls.ltd

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF APRIL, 2026.

Manuel Carrizales
MANUEL CARRIZALES
R.P.L.S. #6388

DATE: 4-27-2026



NOTES:

1. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT. THERE MAY BE DEEDS OR INSTRUMENTS RECORDED THAT MAY AFFECT THIS PROPERTY.
2. ALL ADJOINER INFORMATION SHOWN HEREON AS PER HIDALGO COUNTY APPRAISAL DISTRICT RECORDS.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
4. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. K25019
SHEET 02 OF 02

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING A 0.40 ACRE (17,166.07 SQFT) TRACT OF LAND, MORE OR LESS, BEING OUT OF THE WEST HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS- MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 498 N. I-69C, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District, and Residential, Urban (RU) & Townhome District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being a 0.40 Acre (17,166.07 SQFT) Tract of Land, more or less, being out of the West half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas- Mexican Railway Company Survey, located at 498 N. I-69C from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 28, 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 June 16, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, 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 0.40 ACRE (17,166.07 SQFT) TRACT OF LAND, MORE OR LESS, BEING OUT OF THE WEST HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS- MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 498 N. I-69C, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 9.C.

Rezoning Request- Melden & Hunt, Inc.

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District, Being 21.398 Acres Being Out of Lot 21, East Retama Subdivision, Located at 4220 N. Seminary 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. Seminary Road, approximately 1,550 feet north of the intersection of Monte Cristo Road and N. Seminary Road. The property is currently zoned 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). The requested zoning is Residential, Urban (RU) & Townhome District. This district is the highest intensity single-family residential district. This property has a total frontage of 1,070.65 feet along N. Seminary Road and a lot depth of 870.59 feet for a total area of 21.398 acres. Currently, the property is vacant. The applicant wants to utilize the property for Townhome development, consisting of approximately 134 lots.

Adjacent zoning is Residential, Multifamily (RM) District to the north, Residential, Primary (RP) District and Residential, Multifamily (RM) District to the south, Industrial, General (IG) District to the west, and Residential, Primary (RP) District to the east. Surrounding land uses consist of industrial uses, vacant land, and single-home residential. The Future Land Use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, May 15, 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 27, 2026.

On May 20, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that possible upgrades to the infrastructure will be done in this area to support the proposed development.

On May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. Staff's Recommendation:

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
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 – 05/28/2026
CITY COUNCIL – 06/16/2026
DATE PREPARED – 05/15/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District.

APPLICANT: The Village at Montecristo, LLC.

AGENT: Melden & Hunt, Inc.

LEGAL: Being 21.398 Acres being out of Lot 21, East Retama Subdivision.

LOCATION: Located at 4220 N. Seminary Road

LOT/TRACT SIZE: 21.398 acres

CURRENT USE: Vacant land

PROPOSED USE: Residential, Urban (RU) & Townhome District

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING: North – Residential, Multifamily (RM) District
South – Residential, Primary (RP) District and Residential, Multifamily (RM) District
East – Residential, Primary (RP) District
West – Industrial, General (IG) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

RECOMMENDATION: Staff recommends approval of the Consider the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District.

**REZONING REQUEST
MELDEN & HUNT, INC.**

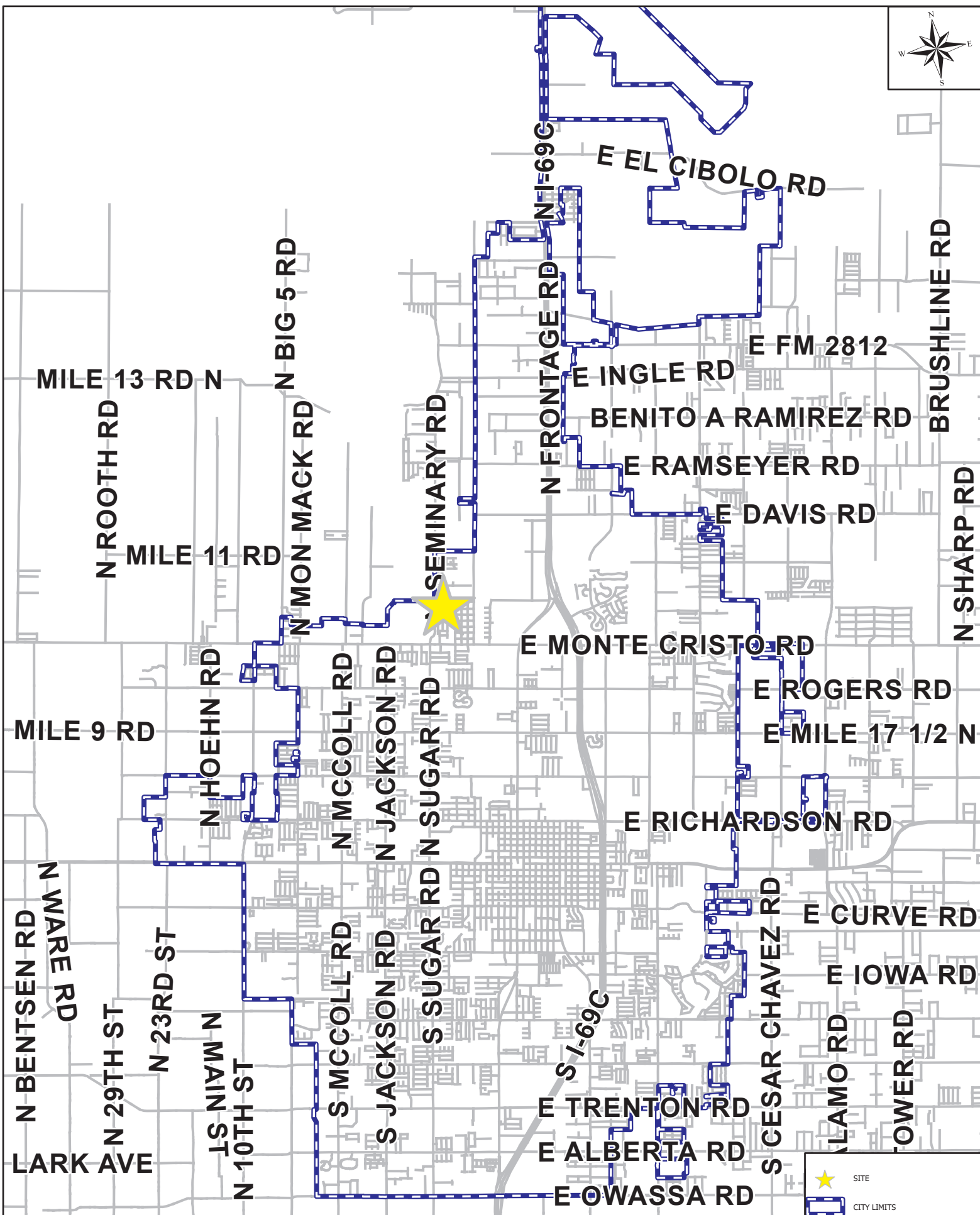
EVALUATION

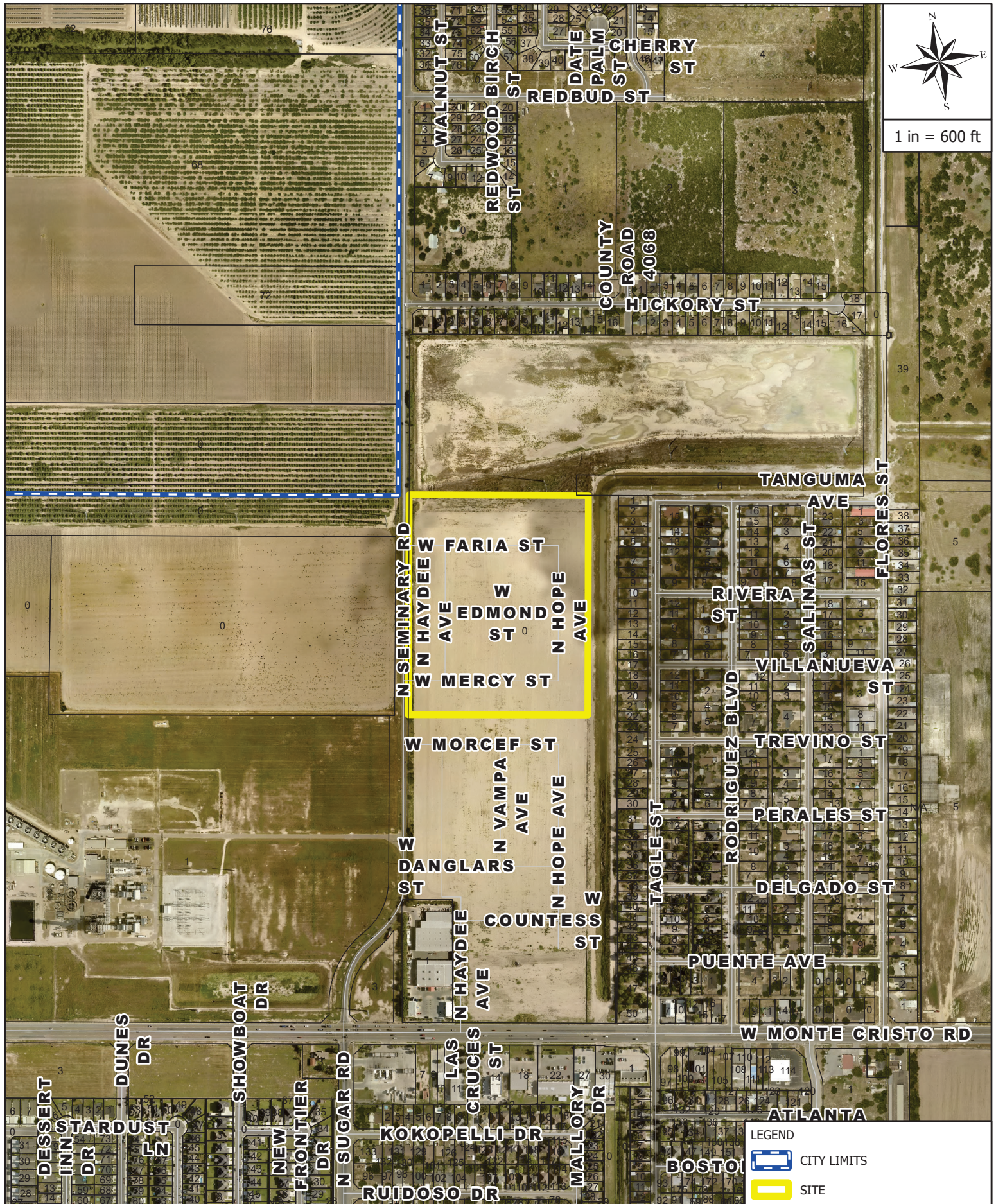
The following is the staff's evaluation of the request:

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

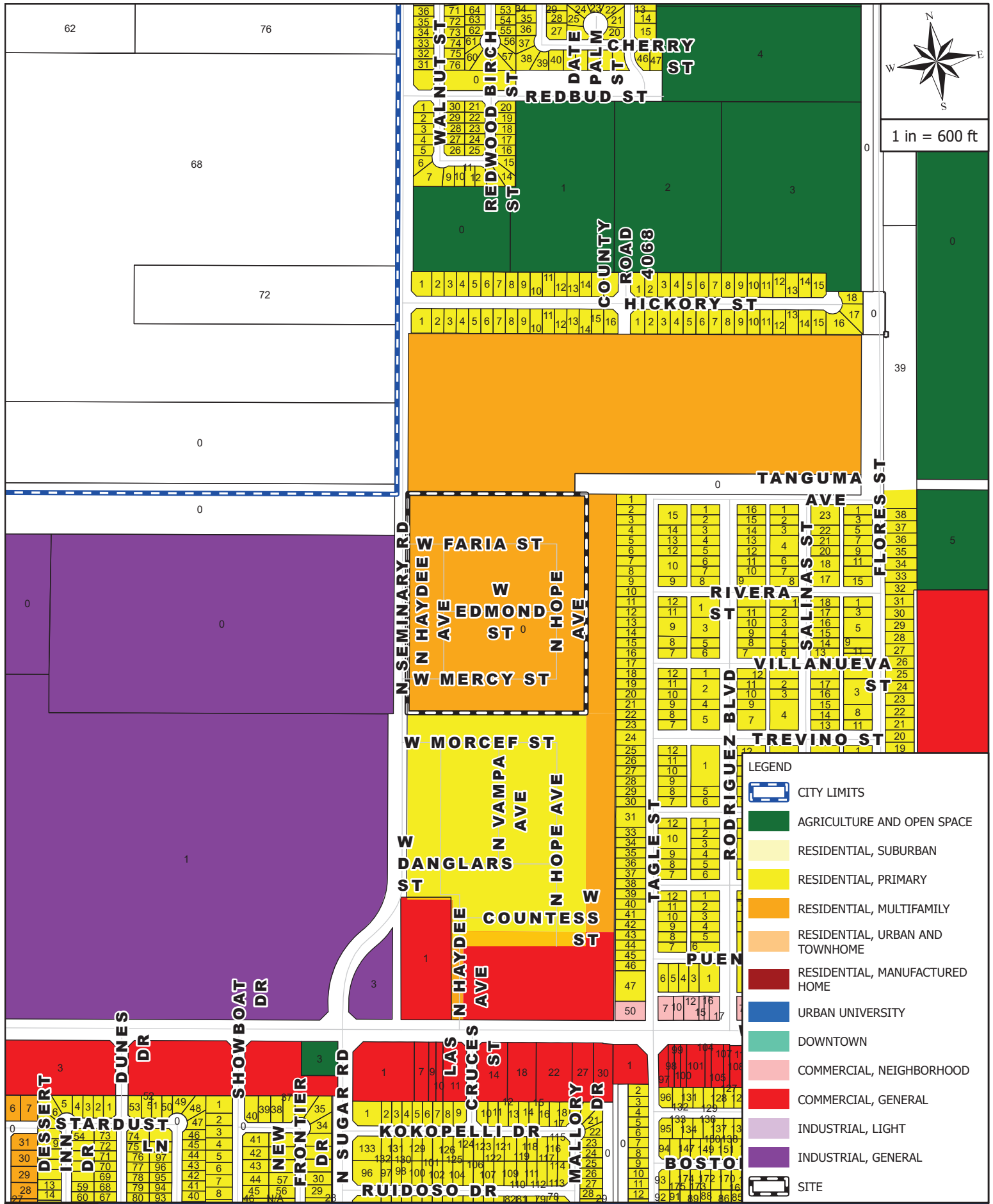
Staff recommends approval of the Consider the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance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

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, May 15, 2026, and received no comments in favor or against at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.





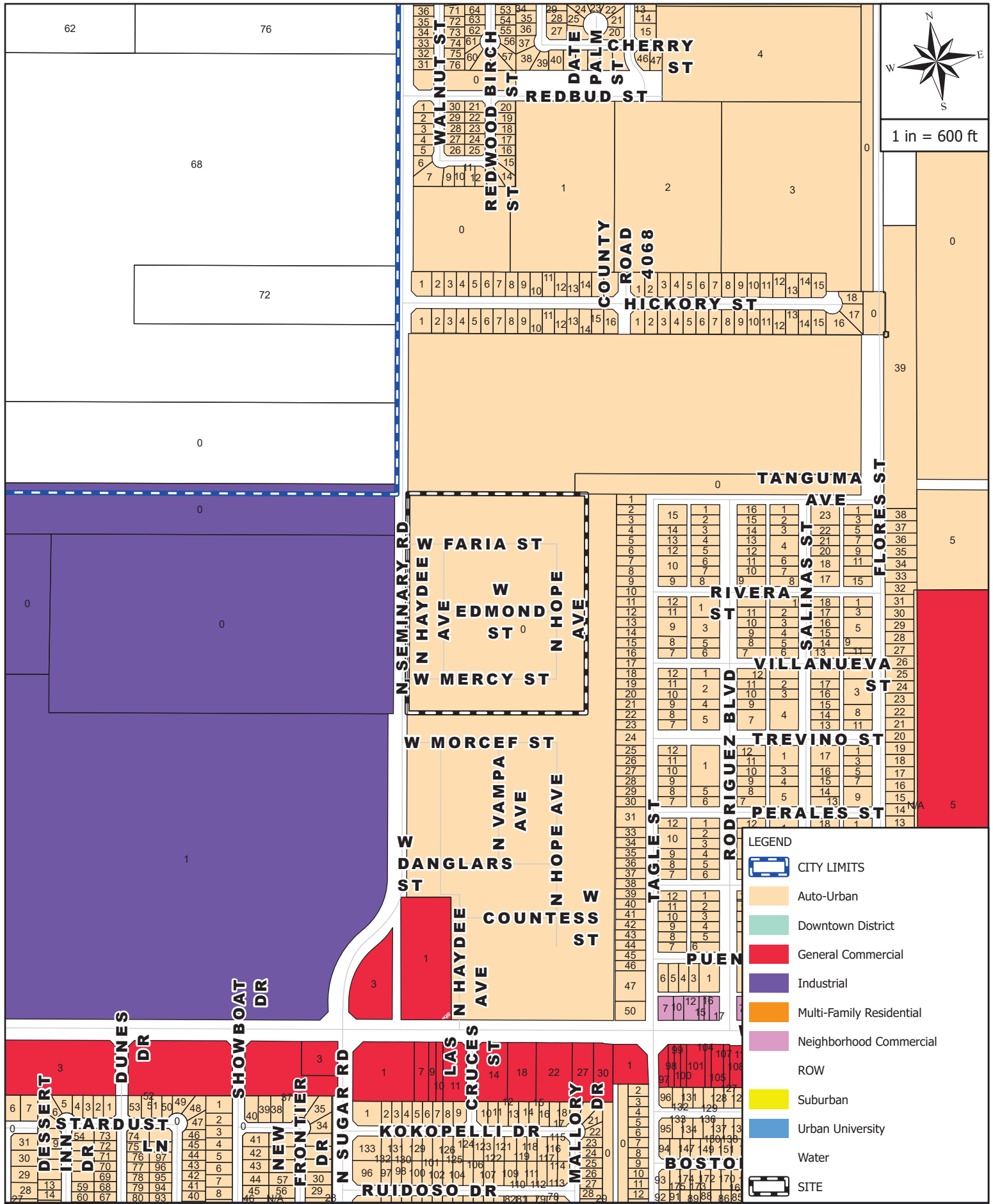
AERIAL MAP
4220 N SEMINARY RD



1 in = 600 ft

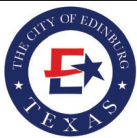


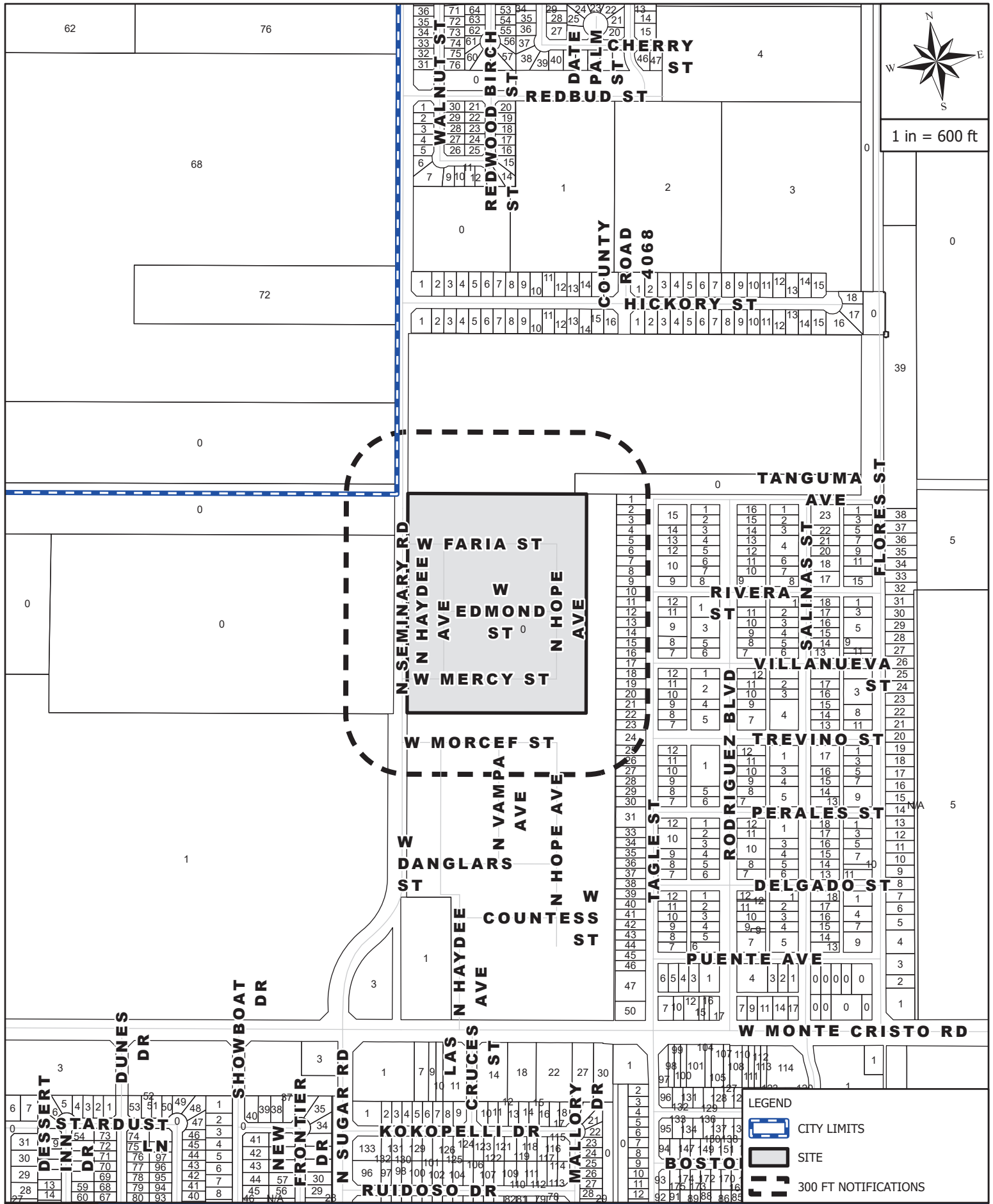
ZONING MAP
4220 N SEMINARY RD



FUTURE LANDUSE MAP

4220 N SEMINARY RD





MAILOUT AND SITE MAP

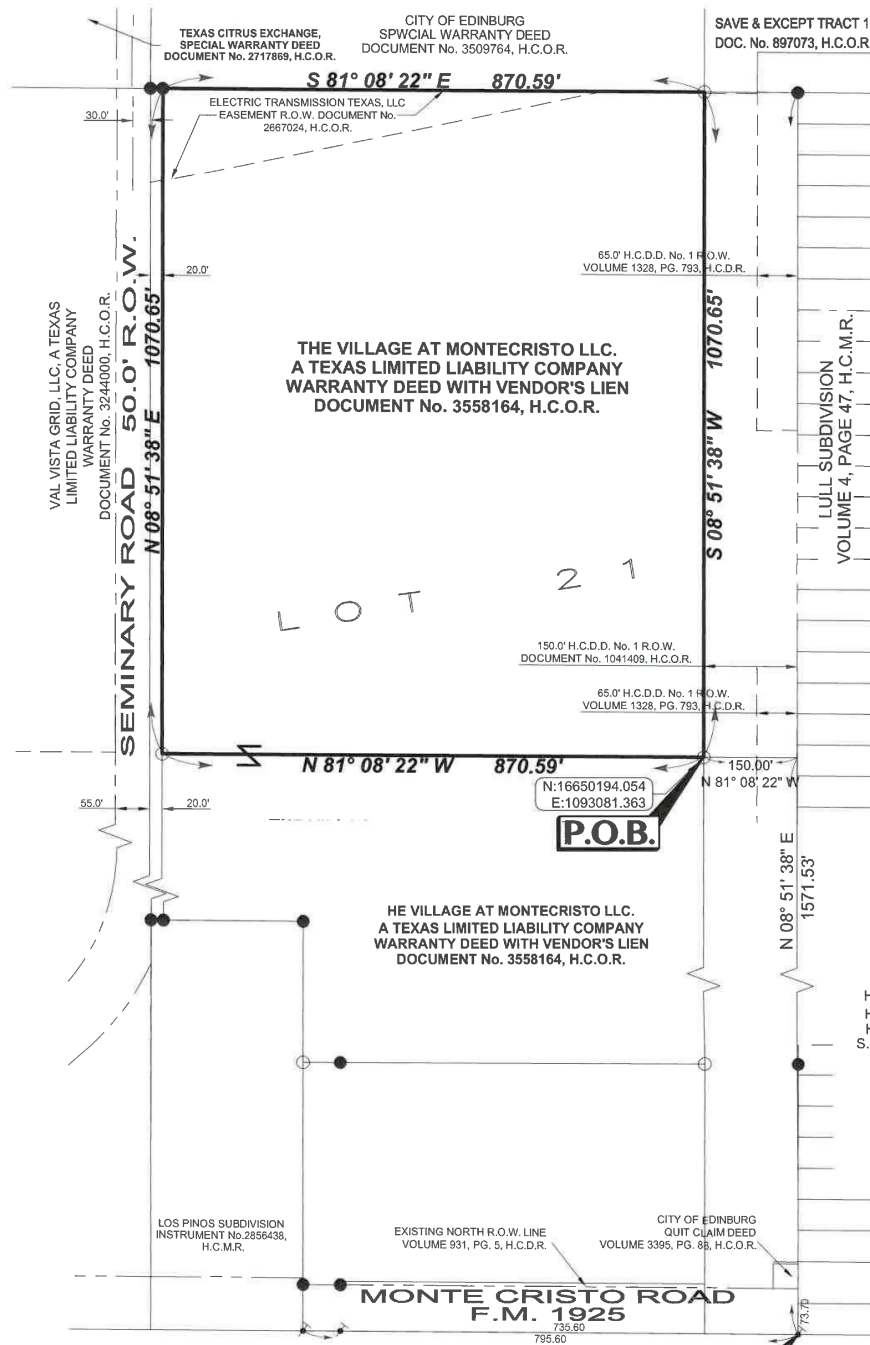
4220 N SEMINARY RD



Rezoning Request Site Photo

Melden & Hunt, Inc.
4220 N. Seminary Road



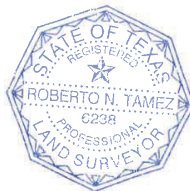


- LEGEND**
- FOUND No.4 REBAR
 - ✱ FOUND PK NAIL
 - SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
 - S.E. COR. - SOUTHEAST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - A.C. - OF ONE ACRE
 - Rd. - ROAD
 - Σ - SAME OWNER

**PLAT SHOWING
21.398 ACRES
BEING OUT OF LOT 21,
EAST RETAMA SUBDIVISION
VOLUME 2, PAGE 57, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 07/03/2024 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.

Robert N. Tamez
ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 04/14/2026



- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE INTERSECTION OF THE EXISTING EAST RIGHT-OF-WAY LINE OF SEMINARY ROAD AND THE NORTH LINE OF LOS PINOS SUBDIVISION, RECORDED UNDER INSTRUMENT No. 2856438, H.C.M.R., AND THE No. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF TEXAS CITRUS EXCHANGE RECORDED UNDER DOCUMENT No. 2717869, H.C.O.R.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
 - SEMINARY ROAD IS SHOWN AS AN EXISTING MINOR ARTERIAL 100' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING THOROUGHFARE).



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

DATE: 4/14/2026
JOB No. 24090.08
FILE NAME:
24.090 - 21.398 ACRES.DWG
DRAWN BY: J.R.C. / J.C. / M.L.S.

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

© COPYRIGHT 2026 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING 21.398 ACRES BEING OUT OF LOT 21, EAST RETAMA SUBDIVISION, LOCATED AT 4220 N. SEMINARY ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multifamily (RM) District, and Residential, Urban (RU) & Townhome District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 21.398 Acres being out of Lot 21, East Retama Subdivision, located at 4220 N. Seminary Road from Residential, Multifamily (RM) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 28, 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 June 16, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 9.D.

Special Use Permit - Texas Cook'Em

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the “20th Annual Texas Cook'Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event, “20th Annual Texas Cook'Em: High Steaks in Edinburg”, to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire, Ebony Golf Course and Code Enforcement Departments.

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and the Request for Waiver of Fees for a Special Event, “20th Annual Texas Cook'Em: High Steaks in Edinburg”, to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at Ebony Hills Golf Course with the conditions that the event meets all City requirements.

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. Hold Harmless Agreement
- C. Ordinance

MEETING DATES:
CITY COUNCIL –06/16/2026
DATE PREPARED – 05/29/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary special use permit and waiver of fees for the “20th Annual Texas Cook’Em: High Steaks in Edinburg”.

APPLICANT: Edinburg Chamber of Commerce

AGENT: Ronnie Larralde

LEGAL: Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271

LOCATION: 300 West Mark S. Peña Drive

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Ebony Hills Golf Course

PROPOSED USE OF PROPERTY: BBQ Cook Off/ Concert

EXISTING LAND USE/
ADJACENT ZONING: North –Residential, Suburban (RS) District
South – Residential, Primary (RP) District
East – Commercial General (CG) District
West – Residential, Primary (RP) District

LAND USE PLAN DESIGNATION: Business; General Commercial

ACCESS AND CIRCULATION: This property has access from West Mark S. Peña Drive.

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends approval of the temporary special use permit for the “20th Annual Texas Cook’Em : High Steaks in Edinburg” A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT
“20th ANNUAL TEXAS COOK’EM:
HIGH STEAKS IN EDINBURG”**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application for the “20th Annual Texas Cook’Em: High Steaks in Edinburg.”

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, July 1, 2026, through Saturday, July 4, 2026, from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

June 3, 2026



Myra L. Ayala
City of Edinburg



On behalf of the Edinburg Chamber of Commerce and the Convention & Visitors Bureau, we are pleased to produce the 20th Annual Texas Cook'Em: High Steaks in Edinburg. The date is set for Saturday, July 4, 2026, and we are excited to bring this signature event back to the community with all the energy and excellence it's known for.

This event is one of Texas' premier BBQ competitions, offering a \$12,500 prize purse and drawing over 75 teams and 10,000 attendees annually. Competitors will once again grill up their best chicken, ribs, brisket, and rib-eye steak in a high-stakes showdown. The day will also feature live music, a car show, food vendors, a children's fun zone, fireworks, 5k, boxing and our popular Freedom Jump. In addition, we are proud to continue our tradition of honoring veterans by awarding scholarships to UTRGV veteran students in partnership with H-E-B.

We respectfully request a Special Use Permit for this event to take place on Saturday, July 4, 2026, at Ebony Hills Golf Course (300 W. Palm Dr., Edinburg, TX). Event operations will run from 7:00 a.m. to 11:30 p.m.

To ensure the event's success and safety, we kindly request city support in the form of staffing, equipment, and applicable fee waivers. Support is requested from the following departments:

- Police Department (officers and equipment)
- Fire Department (staff and equipment)
- Parks and Recreation (staff and equipment)
- Public Works (staff and equipment)
- Solid Waste Department (staff and equipment)
- Library and Airport resources as needed

We will continue to coordinate closely with City of Edinburg staff, including the Police and Fire Departments, in the weeks ahead to ensure a smooth and successful event.

Enclosed, please find the completed Special Use Permit Application.

Thank you for your continued support and partnership. It is always a pleasure to work alongside the City of Edinburg to bring valuable programs and memorable experiences to our community. Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Noe Ronnie Larralde".

Noe Ronnie Larralde

Executive Director

Edinburg Chamber of Commerce





TEXAS COOK'EM MAP & LAYOUT

JULY 4 2026

EBONY HILL'S
GOLF COURSE

- | | |
|----------------------|---------------------------------|
| RESTROOM | JUDGES TENT |
| FOOD & CRAFT VENDORS | ROAD CLOSURE |
| BEVERAGE TENT | FIRST AID |
| PARKING | INFORMATION / LOST & FOUND TENT |
| ENTRANCE | 956 CORNHOLE TOURNAMENT |
| FAMILY FUN ZONE | BERT OGDEN CAR-TRUCK SHOW |
| FREEDOM JUMP SKYDIVE | EDINBURG NIGHT OF CHAMPIONS |

EVENT TIMELINE
COMING SOON

PARKING AVAILABLE AT THE FOLLOWING LOCATIONS:

- | | |
|---|--|
| SOUTH MIDDLE SCHOOL,
601 W FREDDY GONZALEZ DR, EDINBURG, TX | S 9TH AVE FIELD
333 W FREDDY GONZALEZ DR,
EDINBURG, TX |
| RICHARD FLORES STADIUM,
1800 S STADIUM DR, EDINBURG, TX | TELEPERFORMANCE EDINBURG
1701 S CLOSNOR BLVD, EDINBURG, TX |

UBER/LYFT DROP OFF / PICK UP:
1701 S CLOSNOR BLVD, EDINBURG, TX

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 16th day of June, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and RONNIE LARRALDE on behalf of the Edinburg Chamber of Commerce, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on June 16, 2026 for the “20th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, Edinburg, Hidalgo County, Texas. Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on June 16, 2026, for the “20th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, Edinburg, Hidalgo County, Texas.

EXECUTED this the 16th day of June, 2026.

CITY OF EDINBURG

BY: _____
Myra Ayala, City Manager

APPROVED AS TO FORM

**EDINBURG CHAMBER OF COMMERCE
Indemnitor**

By: _____
Benito Alonzo, City Attorney

BY: _____
Ronnie Larralde, Executive Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT, “20TH ANNUAL TEXAS COOK’EM: HIGH STEAKS IN EDINBURG” TO BE HELD ON WEDNESDAY, JULY 1, 2026, THROUGH SATURDAY, JULY 4, 2026, AT THE EBONY HILLS GOLF COURSE, BEING A TRACT OF LAND CONTAINING 66.886 ACRES SITUATED IN THE CITY OF EDINBURG OUT OF LOT 9, SECTION 274 AND LOTS 11 & 12, SECTION 271, LOCATED AT 300 WEST MARK PEÑA DRIVE, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Ronnie Larralde, on behalf of the Edinburg Chamber of Commerce, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “20th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026;; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

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. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Ronnie Larralde for the “20th Annual Texas Cook’Em: High Steaks in Edinburg” to be held on Wednesday, July 1, 2026, through Saturday, July 4, 2026, at the Ebony Hills Golf Course, located at 300 West Mark S. Peña Drive, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, July 1, 2026, through Saturday, July 4, 2026, from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED 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 16th day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

.

By: _____
Benito Alonzo, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.A.

Reject - Pool Filtration Equipment at Edinburg Fountain Pool

1. Agenda Item:

Consider Rejecting Bid No. 2026-09, Fountain Pool Filtration Improvements for the City of Edinburg. [Javier Garza, Director of Parks & Recreation]

2. Description:

The City of Edinburg solicited bids for the Installation of New Pool Filtration Equipment at Edinburg Fountain Pool. The purpose of this bid is to improve pool circulation, filtration, and chemical injection systems.

On Tuesday, April 07, 2026, bids were opened for Bid No. 2026-09, Fountain Pool Filtration Improvements. Two bids were received and opened. After review and tabulation, staff recommends rejecting Bid No. 2026-09, Fountain Pool Filtration Improvements. If rejected, staff will revise the bid specifications as necessary, and reissue the solicitation.

The proposal of \$165,030, exceeded the City's estimated budget for the project.

The proposal of \$72,200 was below the estimated budget; however, it did not include the required bid bond.

Funding is available in the Parks and Recreation Department Capital Outlay budget.

3. Staff's Recommendation:

Reject Bid No. 2026-09, Fountain Pool Filtration Improvements for the City of Edinburg.

Reviewed by:

Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:

Rebecca Salinas,
Administrative Assistant

Attachments:

A. BID 2026-09 - FOUNTAIN POOL FILTRATION IMPROVEMENTS BID PACKET

INVITATION FOR BID
2026-09
FOUNTAIN POOL FILTRATION IMPROVEMENTS

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
INVITATION FOR BID
Fountain Pool Filtration Improvements

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

Attachments:

A - Pump Lines

B - Rules for Electronic Bidding

C - Inside Pump Room Exit Doors 1

D - Alley for Exit & Entrance

E - Filter & Plumbing Equipment Description

F - Filter to be Removed 2

G - Back Wash Line

H - Filter to be Removed

I - Exit & Entrance 1

J - Exit & Entrance 2

K - Piping to Remove

1. Introduction

1.1. Summary

This project is located at Edinburg Fountain Pool, 1227 E McIntyre St. Edinburg Tx, 78541. With an ongoing renovation of the pool pump house, we aim to remove and replace the current pool filtration system as well. The goal is to update the circulation such as new piping, valves, sand filter, pool controller and chemical feeders as described in the attachments. Included in the attachments are pictures of what the current filtration that needs to be removed looks like. Additional pictures with a description of entrance and exit for both the removal and installation of old and new equipment is included as well. Included are the pump house renovation plans that provide dimensions to ensure all equipment bidded fits within the housing.

1.2. Contact Information

Project Contact:

Nicholus Villarreal

Aquatics Manager

315 Mark S. Pena Drive

Edinburg, TX 78541

Email: nicvillarreal@cityofedinburg.com

Phone: [\(956\) 607-2828](tel:(956)607-2828)

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:

Parks & Recreation

Department Head:

Javier Garza

Parks & Recreation Director

1.3. Timeline

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

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Fountain Pool Filtration Improvements.

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

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

All sealed Bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, April 7, 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 Respondent 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. 2026-09" 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 Respondent's firm name shall appear on the outside of the envelope.

Submit Bids to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2026-09

If you have any questions or require additional information contained the Bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Friday, March 27, 2026.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Fountain Pool Filtration Improvements

INTENT

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, 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. Bids submitted by facsimile (fax) will not be accepted. Submittal of an Bid in response to this solicitation constitutes an offer by the respondent. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful respondent otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid 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 Bids **60** days after deadline without taking action. Respondents are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, 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 Bid 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 Bids 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 Bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

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

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 BID

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

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The respondent shall attach to his/her Bid 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 Fountain Pool Filtration Improvements 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 Bids shall be directed to the e-procurement portal as outlined in the Bid. Such interpretations, which may affect the eventual outcome of this request for Bids, 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 Bids 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 Bid 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 Bid 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 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 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 Bid 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 Bid 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>

BID 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 Bid 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 BID

Bids MUST give full firm name and address of respondent, 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 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 shall give full names and addresses of all partners. All partners shall execute the Bid. 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

Respondents 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.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

4. Specifications

4.1. Pool Filtration Specifications

Edinburg Fountain Pool is a 135,000 gallon body of water.

The circulation pumps used are Pentair 7.5 HP. One at a time.

Recommended filter is a Waterco Micron Commercial Horizontal Sand Filter with dimensions of 48" X 75" Right Man Way. Item # 2229075R, or Equal to.

The Recommended Pool Comm is a Intellichem Commercial Controller two feeder system. Item #522578

Current filter is to be removed along with all attached plumbing located after the filtration pumps, but before the UV Chamber.

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 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

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

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

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

Please download the below documents, complete, and upload.

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

*Response required

*5.4.6. 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

*5.4.7. 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

*5.4.8. 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

5.5. Solicitation Forms

5.5.1. *Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

*Response required

5.5.2. *Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

*Response required

5.5.3. *Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

*Response required

5.5.4. *Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

*Response required

5.5.5. *Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

*Response required

5.5.6. *Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

*Response required

5.5.7. *Please review the attached Performance Bond form.**

- [K - Performance Bond.pdf](#)

*Response required

*5.5.8. If awarded the Performance Bond will need to be provided.**

☐ Yes

☐ No

*Response required

*5.5.9. Please review the attached Payment Bond form.**

- [L - Payment Bond.pdf](#)

*Response required

*5.5.10. If awarded the Payment Bond will need to be provided.**

☐ Yes

☐ No

*Response required

*5.5.11. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

*Response required

*5.5.12. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

*Response required

*5.5.13. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

*Response required

5.5.14. DRAFT AGREEMENT

Please download the DRAFT AGREEMENT. * No response required. For reference only.

- [Draft Agreement.pdf](#)

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Removal of current filtration system and faulty plumbing	1	Lump Sum		
2	Installation of new equipment	1	Lump Sum		
3	Waterco Micron Commercial Horizontal Sand Filter 48" X 75" Right Man Way. Item #2229075R. Or Equal to.	1	Lump Sum		
4	Pentair EQ Series 7.5 HP 208 - 230 / 460 Volts	2	Lump Sum		
5	Intellichem Commercial Controller, 2 Pump System or Equal to. Item #522578	1	Lump Sum		
6	Stenner 85MJL5A2S 85 gpd (#5 Tube) Low Pressure,120V 60Hz,1/4" UV Black Tubing,Santoprene	4	Lump Sum		
TOTAL					



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.B.

Resolution: FMA Grant Program for the Ebony Hills Drainage Improvements

1. **Agenda Item:**

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA) Under the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the Ebony Hills Drainage Improvements Project and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. **Description:**

The Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA) announced the solicitation of grant applications for the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program on April 30, 2026. This program provides funding to help communities pay for cost-effective ways to reduce or eliminate the long-term risk of flood damage to repetitive-loss and severe repetitive-loss structures that are insured under the National Flood Insurance Program (NFIP).

The City will request funds for planning activities for the drainage improvements for the following subdivisions: Ebony Terrace No. 2, The Meadows, Golf Crest Estates Unit No. 1, and Sleepy Hollow. These subdivisions are located south-west of the Ebony Hills Golf Course. The project consists of the excavation of a series of detention ponds, installation of a stormwater pump station, and upgrades to the existing storm sewer infrastructure. This project will have a direct and positive impact on an area that has experienced repetitive losses.

The grant request is approximately \$375,000, with a required 25 percent local match of approximately \$125,000, for a total project cost of approximately \$500,000. The matching funds will need to be appropriated through the 2019 Bond Series.

The grant deadline is June 25, 2026. The period of performance is three years, with an anticipated start date to be determined, 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 Water Development Board (TWDB) and the Federal Emergency Management Agency under the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the Edinburg Ebony Hills Drainage Improvements Project and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer].

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Assistant
City Engineer

Attachments:

- A. Resolution: FY 2024 FMA Grant
- B. Ebony Hills Drainage Improvements Map

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE FISCAL YEAR 2024 FLOOD MITIGATION ASSISTANCE GRANT PROGRAM FOR THE EDIBURG EBONY HILLS DRAINAGE IMPROVEMENTS PROJECT AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA) under the Fiscal Year 2024 Flood Mitigation Assistance (FMA) Grant Program for the Edinburg Ebony Hills Drainage Improvements Project; 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 Water Development Board (TWDB) and Federal Emergency Management Agency (FEMA) funds, the City of Edinburg assures that the funds will be returned to the Texas Water Development Board and 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; and,

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 authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Texas Water Development Board (TWDB) and the Federal Emergency Management Agency (FEMA) under the Fiscal Year

2024 Flood Mitigation Assistance (FMA) Grant Program, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: The City of Edinburg hereby authorizes and designates the City's Director of Finance as the grantee's Financial Officer. The Financial Officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the City of Edinburg.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 16th day of June, 2026.

CITY OF EDINBURG

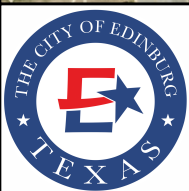
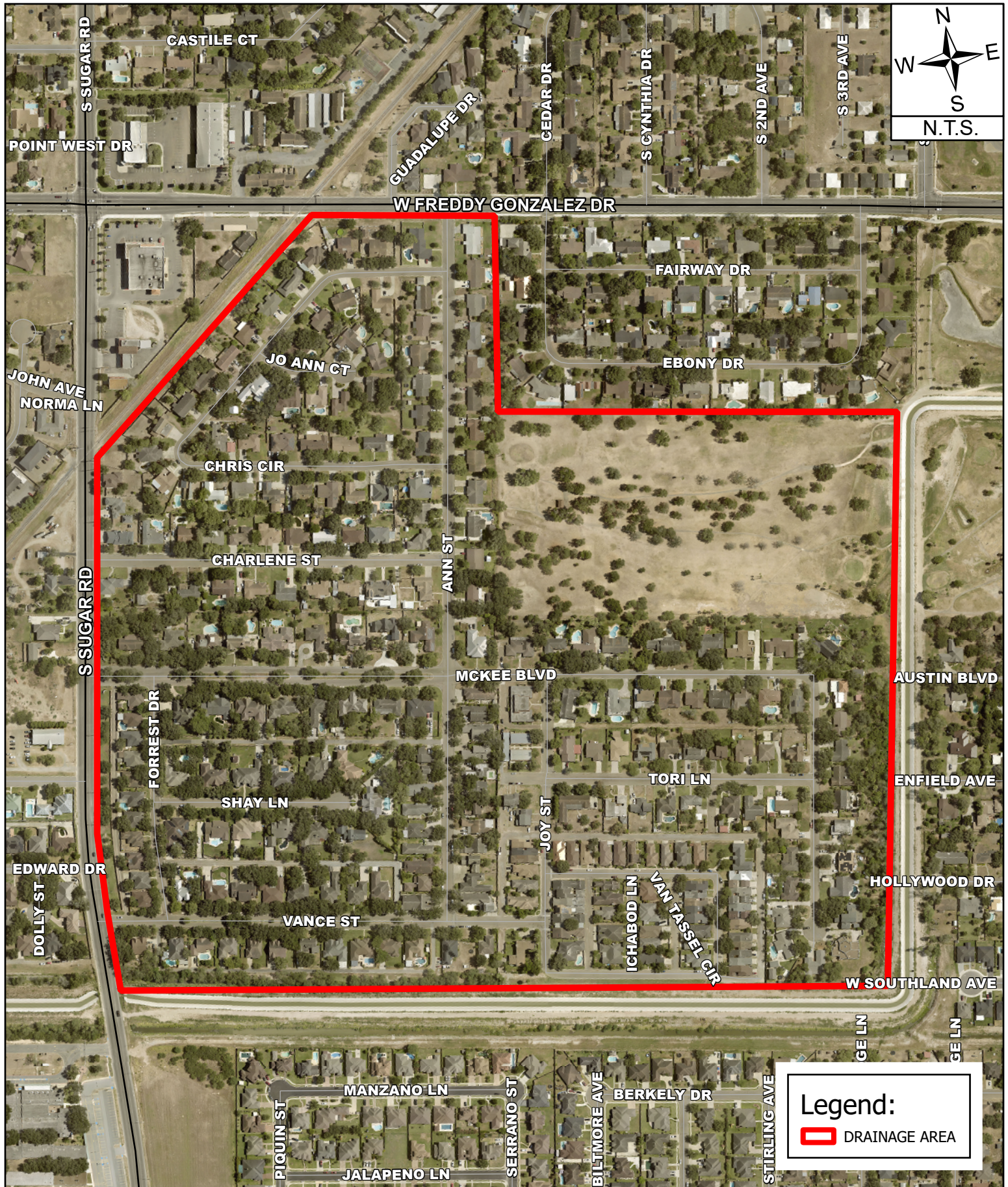
By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Benito Alonzo, City Attorney



EBONY HILLS DRAINAGE IMPROVEMENTS

REQUESTED BY: ENGINEERING DEPT CREATED BY: ENGINEERING DEPT - GIS DIVISION DATE: DECEMBER 2023

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.C.

Grant Amendment - Chapin Pumps Rehabilitation Drainage
Improvements Project

1. **Agenda Item:**

Consider Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

The Chapin Pumps Rehabilitation Drainage Improvements Project was awarded by the Texas General Land Office through its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program for the DR-4377 2018 South Texas Floods Infrastructure Competition grant. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred June 19 – July 18.

The Chapin Pond Pump Station is located at 1235 N. Sugar Road. The proposed Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system.

Authorization to submit this grant was approved by City Council on July 19, 2022. The grant was submitted on January 24, 2023 and was officially awarded by the Texas General Land Office on February 15, 2023. The grant award includes \$1,000,000.00 in CDBG-DR funding and a \$310,000.00 local match.

On September 17, 2024, the City Council approved a professional services contract with SAMES, Inc. in the amount of \$81,912.50. An amendment was executed on August 6, 2025 for additional professional services in the amount of \$4,145.00, bringing the total contract amount to \$86,057.50.

On June 3, 2025, the City Council awarded the construction contract to 8/A Builders, LLC in the amount of \$1,360,578.67. A change order was executed in August, 2025 in the amount of \$3,400.00, bringing the total contract amount to \$1,363,978.67. A change order was executed in May, 2026 in the amount of \$14,575.00, bringing the total contract amount to \$1,378,553.67. A change order was executed in June, 2026 in the amount of \$13,994.25, bringing the total contract amount to \$1,392,547.92.

On July 15, 2025, the City Council approved a grant amendment to increase the City's local match to \$360,578.67. On September 2, 2025, the City Council approved a grant amendment to increase the City's local match to \$450,036.17. There are no additional grant funds available to cover the overage of \$28,569.25 for the construction change orders. The GLO requires an increase to the City's local match to \$478,605.42. The GLO requires City Council approval before issuing an amended grant agreement to be executed by the City.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Assistant
City Engineer

Attachments:

- A. GLO Contract No. 23-152-007-E179
- B. Attachment A - Revised



GLO CONTRACT No. 23-152-007-E179
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2018 SOUTH TEXAS FLOODS FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF EDINBURG**, Texas Identification Number (TIN) **17460007143** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from the 2018 Texas Severe Storms and Flooding (DR-4377), also referred to as the “2018 South Texas Floods,” a major disaster declared in 2018 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-DR Federal Award Numbers B-19-DV-48-0001, awarded March 22, 2021, and B-19-DV-48-0002, awarded March 22, 2021, as both may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this

Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$1,000,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);

- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/2018-floods/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, as may be amended, found at <https://recovery.texas.gov/action-plans/2018-floods/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in

accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-DR" means the Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or **"COCC"** means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from the 2018 South Texas Floods and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 85 Fed. Reg. 4681 (January 27, 2020) and any other publication affecting CDBG-DR allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-DR programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-DR program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Edinburg, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-DR Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-DR National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start-Up Documentation

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i)** Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii)** Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii)** Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv)** If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-DR funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the acts listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2018	B-19-DV-48-0001
Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019	B-19-DV-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for

Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's

construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) Project Delivery – Grant Administration

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-DR Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-DR Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-DR funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents,

personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539
Attention: Myra Ayala

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements

relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire

agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-DR guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-DR funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-DR funds;
 - (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity’s anti-displacement and relocation plan if any proposed CDBG-DR Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the

location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2018 South Texas Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Disaster Recovery Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the

equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through <https://www.sam.gov/>.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

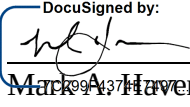
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

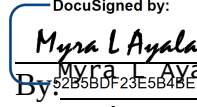
SIGNATURE PAGE FOR GLO CONTRACT NO. 23-152-007-E179
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-DR – 2018 SOUTH TEXAS FLOODS HUD MID COMPETITION

GENERAL LAND OFFICE

CITY OF EDINBURG

DocuSigned by:


Mark A. Havens, Chief Clerk

DocuSigned by:


By: Myra L. Ayala
Title: City Manager

Date of execution: 12/29/2023

Date of execution: 12/28/2023

OGC 
PM 
SDD 
DGC 
GC 
DLC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix
- ATTACHMENT H** Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF EDINBURG
23-152-007-E179****PERFORMANCE STATEMENT**

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

Flood and Drainage Facilities

Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$1,000,000.00	\$310,000.00 ¹	\$1,310,000.00
TOTAL	\$1,000,000.00	\$310,000.00 ¹	\$1,310,000.00

¹ CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase Deliverable: Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				

Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements					100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%							
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*						100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%						
Action: Commencement of Construction Phase Deliverable: Signed NTP* Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%				0-95%	0-85%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%				95.01-100%	85.01-100%	

Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%							
Failure to provide any Deliverable identified above could result in Subrecipient’s repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient’s compliance with associated Program guidance. *If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. **If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. ***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.								

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by:  Myra L Ayala		City Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Edinburg		12/28/2023	

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Edinburg

23-152-007-E179

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Myra L Ayala

City Manager

SIGNATURE

DocuSigned by:

Myra L Ayala

DATE

12/28/2023

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1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers		Information
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, approved by HUD on October 15, 2020, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and
Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

Throughout the term of the Contract and prior to the release of any grant funds for the Projects or Activities anticipated, Subrecipient must be in compliance with the following Special Conditions, if applicable to a Project or Activity, and any other State, Federal, or local laws, rules, and regulations as may be applicable.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract.

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-254 and Public Law 116-20, the Contract funds may not be used for Activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation that indicates they have received approval from the Texas Water Development Board (TWDB), which is the National Flood Insurance Program (NFIP) State Coordinating Agency, reflecting that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within a Special Flood Hazard Area (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that, if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by FEMA as having special flood hazards, unless the following is true:
 - i. The community in which the area is situated is participating in the NFIP or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. If the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. If the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if the following is true:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood-insurance purchase requirement of the following:
 - i. The homeowners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance; and
 - ii. The transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO of the following:
 - a. The plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative; and
 - b. The review of such plans, specifications, and related documents meets the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO showing that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient's submission of the Project Completion Report for any water system improvements described in Attachment A, as amended, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to Title 30, Chapter 290, Subchapter D, of the Texas Administrative Code.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described in Attachment A, as amended, Subrecipient shall provide certification to the GLO that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative and have been properly submitted to the TCEQ for review and approval in accordance with the administrative requirements of Title 30, Section 217.6, of the Texas Administrative Code.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, as amended, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, as amended, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such Activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO indicating that an approved new or amended CCN, or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by Title 16, Chapter 24, Subchapter H, of the Texas Administrative Code.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation indicating that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department, as applicable, through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with Title 30, Section 285.36(b), of the Texas Administrative Code.
3. Prior to the selection of program recipients for proposed OSSF improvements, Subrecipient shall provide a copy of its proposed program guidelines to the GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in Title 30, Chapter 285, Subchapter D, of the Texas Administrative Code.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation indicating that the construction of a new building or facilities is in compliance with the Texas Accessibility Standards adopted under the Architectural Barriers Act (Chapter 469 of the Texas Government Code) and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules (Title 16, Chapter 68, of the Texas Administrative Code). If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), construction documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Section 201.084 of the Transportation Code, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, as amended, is to serve as a disaster shelter and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that exist at the time of a disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of the cost of removal.

Prior to beginning debris-collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

Whereas construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or

local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the applicable Federal Register notices. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 C.F.R. Part 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year (3-year) affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year (3-year) unsecured forgivable promissory note ("Note") at an interest rate of zero percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven at a rate of thirty-three percent (33%) per year for the first two (2) years and thirty-four percent (34%) after the third year, until the applicant fulfills its Note requirements as defined in the promissory note document.

1. If the homeowner occupies the home for the full three-year (3-year) term, the Note will expire and no repayment will be required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty-day (30-day) period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty-day (30-day) period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in

* Subrecipient may establish a longer affordability period at its own discretion.

an unnecessary hardship to the homeowner and, in the case of a limited-clientele project, the determination that the national objective of benefiting LMI persons was met.

3. For a limited-clientele project, the national objective will be considered met only when the program director, city council, or county commissioner court determines that an LMI person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference between the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
4. If property assisted under a limited-clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release-of-lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory notes. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan or grant at a zero percent (0%) interest rate dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Promissory Note will be forgiven on a pro-rated basis until the applicant fulfills their Promissory Note requirements as defined in Promissory Note document.

The purpose of the Affordable Rental Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event. A minimum of 51% of the multi-family units must be restricted to LMI persons during the affordability period of twenty (20) years. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the Area Median Family Income.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in Title 31, Chapter 26 of the Texas Administrative Code.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Contract Reporting Template

Subrecipient:

--

GLO Contract Number:

--

Date Updated:

--

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

**CITY OF EDINBURG
23-152-007-E179**

PERFORMANCE STATEMENT

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

Flood and Drainage Facilities

Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along...)	Approximate path or location (from...to...Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$1,000,000.00	\$478,605.42 ¹	\$1,478,605.42
TOTAL	\$1,000,000.00	\$478,605.42 ¹	\$1,478,605.42

¹ CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase Deliverable: Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				

Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements					100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%							
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*						100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%						
Action: Commencement of Construction Phase Deliverable: Signed NTP* Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%				0-95%	0-85%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%				95.01-100%	85.01-100%	
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.D.

Grant Resolution Amendment - Chapin Pumps Rehabilitation Drainage
Improvements Project

1. **Agenda Item:**

Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

The Chapin Pumps Rehabilitation Drainage Improvements Project was awarded by the Texas General Land Office through its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program for the DR-4377 2018 South Texas Floods Infrastructure Competition grant. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred June 19 – July 18.

The Chapin Pond Pump Station is located at 1235 N. Sugar Road. The proposed Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system.

The grant award includes \$1,000,000.00 in CDBG-DR funding and a \$310,000.00 local match.

On June 3, 2025, the City Council approved the amendment to Resolution No. 2514 to commit additional local funds, increasing the local match to \$360,578.67.

On September 2, 2025, the City Council approved the amendment to Resolution No. 2514 to commit additional local funds, increasing the local match to \$450,036.17.

The City needs to commit an additional \$28,569.25 for the construction change orders, increasing the local match to \$478,605.42. The matching funds are budgeted in the 2021 Bond Series.

3. **Staff's Recommendation:**

Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer

Prepared by:

Alicia Carmona, Assistant

Tomas Reyna, Assistant City Manager

City Engineer

Attachments:

A. Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	§	AMENDING RESOLUTION NO. 2514 TO COMMIT ADDITIONAL FUNDS FOR THE CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS PROJECT UNDER THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM THROUGH THE COMMUNITY AND REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING, AND EXECUTE GRANT DOCUMENTS RELATED THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Texas General Land Office’s Community Development and Revitalization (GLO-CDR) Program awarded grant funds to jurisdictions within the DR-4377 disaster declaration’s declared counties for projects that address hazards associated with the disaster declaration, including economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing; and

WHEREAS, the City of Edinburg was awarded grant funds in the amount of \$1 million for drainage improvements to the Chapin Pond Pumps; and

WHEREAS, the Edinburg City Council finds it is in the best interest of the citizens of the City of Edinburg to receive funding for the Texas General Land Office’s Community Development and Revitalization Program under the 2018 South Texas Floods Infrastructure Competition for the DR-4377 declared disaster, with a local match of approximately \$478,605.42, increased from the \$310,000 initially committed in July 2022; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas General Land Office’s Community Development and Revitalization Program funds, the City of Edinburg assures that the funds will be returned to the GLO-CDR in full; and

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

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes amending Resolution No. 2514 to commit additional funds for the Chapin Pumps Rehabilitation Drainage

Improvements Project under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program through the Community Development & Revitalization Division awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and execute grant documents relating thereto.

SECTION 3: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 16th day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.E.

Interlocal with City of McAllen - Traffic Signal Timing

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Submission of 2026 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Improvements and Execute Any Grant Related Items Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

City staff is presenting an Interlocal Agreement between the City of Edinburg and the City of McAllen for the submission of 2026 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 funds, for Traffic Signal Timing Improvements. The agreement to submit for funding seeks to assist with enhancing the east and west traffic synchronization between the two municipalities. The corridors seeking this funding include: SH 107 (University Drive), Sprague Street, Freddy Gonzalez Drive, Trenton Road, Alberta Road/Martin Avenue, Dove Avenue/Owassa Rd (McAllen only), Canton Road, and Wisconsin Road. The project includes approximately 41 signals in the City of Edinburg and 35 signals in the City of McAllen.

The total cost for the City of Edinburg's portion is \$200,000, of which approximately \$136,000 is reimbursable from the grant. A funding allocation will be required for this project.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Submission of 2026 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Improvements and Execute Any Grant Related Items Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. Attachment A - Interlocal Agreement
- B. Attachment B - Exhibit

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG
AND CITY OF MCALLEN CONCERNING A GRANT SUBMISSION FOR A TRAFFIC
SIGNAL TIMING STUDY FOR EAST-WEST CORRIDORS**

This agreement is made on this the ____ day of _____, 20__ by and between the CITY OF EDINBURG, TEXAS, hereinafter referred to as "EDINBURG", and the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, McAllen and Edinburg are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both McAllen and Edinburg are cities created under the laws of Texas;

WHEREAS, McAllen and Edinburg desire to cooperate in the submittal of a grant application to the Rio Grande Valley Metropolitan Planning Organization, hereinafter referred to as "RGV MPO" under Category 7, Surface Transportation Block Grant (STBG);

WHEREAS, McAllen and Edinburg agree it is essential to have connectivity of traffic signals through their major East – West corridors for proper traffic flow;

WHEREAS, McAllen will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, McAllen desires to complete the project development, which includes contract services for this project;

WHEREAS, McAllen and Edinburg will cooperatively seek to fund the traffic signal timing project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT;

WHEREAS, the total project grant request will be \$370,000 of which McAllen will contribute \$170,000;

WHEREAS, Edinburg desires to cooperate by contributing a fixed lump sum amount of \$200,000 to McAllen toward the development of the project;

WHEREAS, Edinburg & McAllen are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to

perform governmental functions and services under the terms of the Act; and

NOW, THEREFORE, Edinburg & McAllen in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. McAllen agrees to complete the project development, which includes the contract services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to the project.
2. The total project development cost will be \$370,000 of which Edinburg will contribute \$200,000. This payment should be lump sum to City of McAllen upon execution of this agreement.
3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
4. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by McAllen and Edinburg, and not otherwise.
10. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
 Attention: Omar Ochoa, Mayor
 415 W University Dr.
 Edinburg, Texas 78539

If to McAllen: City of McAllen
 Attention: Javier Villalobos, Mayor
 1300 Houston Avenue
 McAllen, Texas 78501

12. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
13. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
14. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment:** This Agreement shall not be assignable.
16. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and as often as

may be appropriate.

18. **Authority to Execute:** The execution and performance of this Agreement by the cities of McAllen and Edinburg have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **Commitment or Current Revenues Only:** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271 .903.
21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

CITY OF MCALLEN

By: _____
Javier Villalobos, Mayor

ATTEST:

Perla Lara, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Ben Alonso
Edinburg City Attorney

By: _____
Austin Stevenson
McAllen City Attorney

RGV MPO Category 7 Program Call- Traffic Signal Timing Study- City of McAllen & City of Edinburg

#1	SH 107 (University Drive)		City of McAllen	City of Edinburg	#4	Trenton Road		City of McAllen	City of Edinburg	#7	Canton Road		City of McAllen	City of Edinburg					
	1	Ware Road (FM 2220)	1			1	Taylor Road	1			1	McColl Rd		1					
	2	23rd Street		1		2	Bentsen Road	1			2	Jackson Rd		1					
	3	Bicentennial Blvd.	1			3	Ware Road	1			3	Sugar Rd.		1					
	4	10th Street		1		4	33rd Street	1			4	Business 281		1					
	5	Monmack		1		5	29th Street	1			5	Robert Vela HS		1					
	6	McColl Rd		1		6	23rd Street	1			6	AMC Drive		1					
	7	Jackson Avenue		1		7	21st Street	1			7	Frontage Road (I-2)		1					
	8	Pin Oak/Montevideo		1		8	Bicentennial Blvd.	1											
	9	Sugar Rd		1		9	Main Street	1											
	10	Joe Ochoa Avenue		1		10	10th Street	1			#8	Wisconsin Road		City of McAllen	City of Edinburg				
	11	4th Avenue		1		11	8th Street	1				1	23rd Street	1					
				12	2nd Street	1		2	Bicentennial Blvd.	1									
#2	Sprague Road		City of McAllen	City of Edinburg	#5	Martin Avenue (Alberta Road)		City of McAllen	City of Edinburg	3		10th Street	1						
	1	23rd Street	1			1	10th Street	1		4		McColl Rd		1					
	2	Bicentennial Blvd.	1			2	2nd Street	1		5		Jackson Rd		1					
	3	10th Street	1			3	McColl Rd	1		6		Sugar Rd.		1					
	4	McColl Rd		1		4	Jackson Avenue		1	7		Business 281		1					
	5	Jackson Avenue		1		5	Sugar Rd		1										
	6	Pin Oak/Montevideo		1								3			4				
	7	Sugar Rd		1				3	2										
	8	4th Avenue		1															
	9	Business 281		1															
	#3	Freddy Gonzalez		City of McAllen		City of Edinburg	#6	Dove Avenue (Owassa Road)						City of McAllen	City of Edinburg				
		1	23rd Street	1				1	Bentsen Road					1					
2		Bicentennial Blvd.	1		2	Ware Road		1											
3		10th Street	1		3	29th Street		1											
4		Monmack		1	4	23rd Street		1											
5		McColl Rd		1	5	Bicentennial Blvd.		1											
6		Jackson Avenue		1	6	10th Street		1											
7		Sugar Rd		1	7	6th Street		1											
8		4th Avenue		1	8	2nd Street		1											
9		Business 281		1	9	McColl Road		1											
10		Veterans Blvd.		1															
11		Frontage Road (I-2)		1															
				3					9					0					
												Signal Totals		# of Signals	Total Cost				
												City of McAllen		35	\$147,000.00				
												Direct State Costs			\$22,050.00				
												SUBTOTAL			\$169,050.00				
												City of Edinburg		41	\$172,200.00				
												Direct State Costs			\$25,830.00				
												(\$4,200/intersection)		SUBTOTAL	\$198,030.00				
												GRANT TOTAL REQUEST		76	\$367,080.00				
															\$370,000				



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.F.

Resolution - Grant Application RGVMPO for Signal Timing Study

1. Agenda Item:

Consider Resolution Authorizing the Submission of the Grant Application to the 2026 Rio Grande Valley Metropolitan Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Study for East-West Corridors within City of Edinburg and City of McAllen limits and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. Description:

City staff is presenting a Resolution authorizing the City of McAllen for the submission of 2026 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 funds, for Traffic Signal Timing Improvements in partnership with the City of Edinburg. The Resolution allows for submission of funding seeking to assist with enhancing the east and west traffic synchronization between the two municipalities. The corridors seeking this funding include: SH 107 (University Drive), Sprague Street, Freddy Gonzalez Drive, Trenton Road, Alberta Road/Martin Avenue, Dove Avenue/Owassa Rd (McAllen only), Canton Road, and Wisconsin Road. The project includes approximately 41 signals in the City of Edinburg and 35 signals in the City of McAllen.

The total cost for the City of Edinburg's portion is \$200,000.00 of which approximately \$138,000.00 is reimbursable from the grant. A funding allocation will be required for this project. The total cost for the City portion will be required upon execution of an Advanced Funding Agreement between the City of McAllen and TxDOT. Reimbursement will occur as a lump sum at project close-out.

3. Staff's Recommendation:

Approve Resolution Authorizing the Submission of the Grant Application to the 2026 Rio Grande Valley Metropolitan Organization (RGVMPO), Category 7 Funds, for Traffic Signal Timing Study for East-West Corridors within City of Edinburg and City of McAllen limits and Execute Grant Documents Relating Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. Attachment A - Resolution
- B. Attachment B - Exhibit

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A THE APPLICATION TO THE 2026 RIO GRANDE VALLEY METROPOLITAN COUNTY OF HIDALGO § PLANNING ORGANIZATION (RGV MPO) CALL FOR PROJECTS UNDER CATEGORY 7
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CITY OF EDINBURG §

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (“RGVMPO”) is a federally funded program that works with Rio Grande Valley communities and the Texas Department of Transportation to plan for the region's future transportation needs and also serves as a collaborative structure of committees and organizations that creates partnerships to address the needs of the Rio Grande Valley; and,

WHEREAS, the RGVMPPO is responsible for the regional planning process for all modes of transportation and the RGVMPPO provides technical assistance to the local governments of the Rio Grande Valley in planning, coordinating, and implementing transportation decisions for this area; and,

WHEREAS, the RGVMPO administers all federal funds for urban transportation improvements in the Rio Grande Valley, including road and highway expansion, maintaining the existing infrastructure through pavement management systems, safety transportation planning (including the creation of designated freight routes and bicycle/pedestrian paths), emergency response planning, rail studies, and transit planning; and,

WHEREAS, the City of McAllen and City of Edinburg will seek funding for a traffic signal timing study along major East-West corridors within the City of McAllen; and,

WHEREAS, the City of McAllen and City of Edinburg desire to contribute an amount outlined in the Interlocal agreement as required of the program's application process for RGVMPPO;

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 Rio Grande Valley Metropolitan Planning Organization (RGVMPO), Category 7 funds, 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 16th day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Benito Alonzo, City Attorney

RGV MPO Category 7 Program Call- Traffic Signal Timing Study- City of McAllen & City of Edinburg

#1	SH 107 (University Drive)		City of McAllen	City of Edinburg	#4	Trenton Road		City of McAllen	City of Edinburg	#7	Canton Road		City of McAllen	City of Edinburg					
	1	Ware Road (FM 2220)	1			1	Taylor Road	1			1	McColl Rd		1					
	2	23rd Street		1		2	Bentsen Road	1			2	Jackson Rd		1					
	3	Bicentennial Blvd.	1			3	Ware Road	1			3	Sugar Rd.		1					
	4	10th Street		1		4	33rd Street	1			4	Business 281		1					
	5	Monmack		1		5	29th Street	1			5	Robert Vela HS		1					
	6	McColl Rd		1		6	23rd Street	1			6	AMC Drive		1					
	7	Jackson Avenue		1		7	21st Street	1			7	Frontage Road (I-2)		1					
	8	Pin Oak/Montevideo		1		8	Bicentennial Blvd.	1											
	9	Sugar Rd		1		9	Main Street	1											
	10	Joe Ochoa Avenue		1		10	10th Street	1			#8	Wisconsin Road		City of McAllen	City of Edinburg				
	11	4th Avenue		1		11	8th Street	1				1	23rd Street	1					
				12	2nd Street	1		2	Bicentennial Blvd.	1									
#2	Sprague Road		City of McAllen	City of Edinburg	#5	Martin Avenue (Alberta Road)		City of McAllen	City of Edinburg	3		10th Street	1						
	1	23rd Street	1			1	10th Street	1		4		McColl Rd		1					
	2	Bicentennial Blvd.	1			2	2nd Street	1		5		Jackson Rd		1					
	3	10th Street	1			3	McColl Rd	1		6		Sugar Rd.		1					
	4	McColl Rd		1		4	Jackson Avenue		1	7		Business 281		1					
	5	Jackson Avenue		1		5	Sugar Rd		1										
	6	Pin Oak/Montevideo		1								3			4				
	7	Sugar Rd		1				3	2										
	8	4th Avenue		1															
	9	Business 281		1															
	#3	Freddy Gonzalez		City of McAllen		City of Edinburg	#6	Dove Avenue (Owassa Road)						City of McAllen	City of Edinburg				
		1	23rd Street	1				1	Bentsen Road					1					
2		Bicentennial Blvd.	1		2	Ware Road		1											
3		10th Street	1		3	29th Street		1											
4		Monmack		1	4	23rd Street		1											
5		McColl Rd		1	5	Bicentennial Blvd.		1											
6		Jackson Avenue		1	6	10th Street		1											
7		Sugar Rd		1	7	6th Street		1											
8		4th Avenue		1	8	2nd Street		1											
9		Business 281		1	9	McColl Road		1											
10		Veterans Blvd.		1															
11		Frontage Road (I-2)		1															
				3					9					0					
												Signal Totals		# of Signals	Total Cost				
												City of McAllen		35	\$147,000.00				
												Direct State Costs			\$22,050.00				
												SUBTOTAL			\$169,050.00				
												City of Edinburg		41	\$172,200.00				
												Direct State Costs			\$25,830.00				
												(\$4,200/intersection)		SUBTOTAL	\$198,030.00				
												GRANT TOTAL REQUEST		76	\$367,080.00				
															\$370,000				



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.G.

Consider Authorizing the City Manager to enter Into an Agreement with
Public Service Agencies

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a Community Development Block Grant (CDBG) Agreement for FY 2025-2026 with the Following Public Service Agencies: Amigos Del Valle, Inc. and C.A.M.P. University. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**

On July 15, 2025, City Council approved the Community Development Block Grant (CDBG) FY 2025-2026 Annual Action Plan (AAP), which was submitted to the U.S. Department of Housing and Urban Development (HUD). HUD approved the FY 2025-2026 AAP through a letter dated December 10, 2025. The Grant Agreement/Funding Approval was executed and submitted to HUD on December 17, 2025. Funding the public service agencies is an allowable activity that meets current requirements. Guidance from HUD in May 2026 clarified applicable and non-applicable regulations to FY 2025-2026 CDBG funding.

In order to disburse funding, a Subrecipient Agreement between the City of Edinburg and the Public Service Agencies must be executed. Below is a list of the Public Service Agencies that were approved to receive an award through the FY 2025-2026 AAP:

Amigos Del Valle, Inc. (\$60,000)

Funding will provide for free home-delivered meals to thirty-six (36) eligible seniors for 251 days to continue living healthy, productive, and independent lives.

C.A.M.P. University (\$15,000)

The program provides an opportunity for special needs adults who have graduated from high school to continue developing life and social skills. Funding will provide for the salaries of Education Specialists, Lead Teachers, and Teachers. A total of eight (8) beneficiaries who live inside the City limits of Edinburg will be assisted.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to enter Into a Community Development Block Grant (CDBG) Agreement for FY 2025-2026 with the Following Public Service Agencies: Amigos Del Valle, Inc. and C.A.M.P. University.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

A. Subrecipient Agreement ADV

B. Subrecient Agreement CAMP University

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1st day of October 2025 by and between the City of Edinburg, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and Amigos Del Valle, Inc., hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I
Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-25-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

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CDBG Subrecipient Agreement

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SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Sixty Thousand Dollars (\$60,000.00)** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal **CITY** or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

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CDBG Subrecipient Agreement

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monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. **SUBRECIPIENT** agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V

Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the fifteen-month period of this agreement ending **December 31, 2026**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

SECTION VI

Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)", which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPIENT** must also comply with provisions of

the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The **SUBRECIPIENT** shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII

Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends \$1,000,000.00 or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's

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CDBG Subrecipient Agreement

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Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than \$1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X

Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

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SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII

Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$250,000 per occurrence, \$500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII

Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg**, which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies).

SECTION XIV

Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV

System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI

Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII

Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

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B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII

Subrecipient Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063 for Equal Housing Opportunity. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any applicant because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resource/1991/equal-access-to-housing->

[final-rule/](#). This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule>.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>.

To the extent any language in this section is in conflict with State or Federal law, then State and Federal law will control.

5. Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), nonprofit organizations are exempt from verifying an applicant's immigration status for purposes of determining eligibility for federal public benefits, as set forth in 8 U.S.C. Section 1642(d). This exemption applies to all federal benefits, including those provided through the CDBG Program. Accordingly, nonprofit Subrecipients are not required to verify the immigration status of beneficiaries as a condition of receiving assistance.

B. Affirmative Action

1. Plan

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. EEO/AA Statement

The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

To the extent any language in this section is in conflict with State or Federal law, then State and Federal law will control.

SECTION XIX Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only

Initials _____

CDBG Subrecipient Agreement

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to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final HUD Approval. Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Email: coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
Amigos Del Valle, Inc.
212 W. 18th Street
Mission, Texas 78572
Phone: (956) 213-9400
Email: aguerra@advrgv.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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CDBG Subrecipient Agreement

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Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX **Effective Date**

The effective date of this agreement shall be the **1st day of October 2025**, such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December 2026**.

Approved and signed this _____ day of **2026**.

Alejandro Guerra, Executive Director

Subrecipient Name: Amigos Del Valle, Inc.

Address: 212 W. 18th Street.

City/State/Zip: Mission, Texas 78572

Federal I.D. Number: 74-1815988

UEI Number: E3JVPMTLADL6

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

Notary Public in and for the State of Texas

Initials _____

CDBG Subrecipient Agreement

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~~~~~  
**ATTEST:**

**CITY OF EDINBURG**

BY: \_\_\_\_\_  
Clarice Y. Balderas, City Secretary

BY: \_\_\_\_\_  
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Benito Alonzo, City Attorney

~~~~~

EXHIBIT A

Statement of Work

SUBRECIPIENT shall utilize the funding amount of **\$60,000.00** to provide free home delivered meals to eligible seniors for 251 days to continue living a healthy, productive and independent lives.

SUBRECIPIENT shall assist at least **36 unduplicated beneficiaries**.

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg policies, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Reimbursement to provide free home delivered meals to 36 seniors for 251 days	\$60,000.00
Total Grant Budget:	\$60,000.00

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EXHIBIT B-2

Amigos Del Valle, Inc. Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/25	10/30/25	\$ -															
Submit Request for Reimbursement #1 and Monthly Report	11/01/25	11/30/25	\$ 4,000.00															
Submit Request for Reimbursement #2 and Monthly Report	12/01/25	12/30/25	\$ 2,000.00															
Submit Request for Reimbursement #3 and Monthly Report	01/01/26	01/30/26	\$ 4,000.00															
Submit Request for Reimbursement #4 and Monthly Report	02/01/26	02/28/26	\$ 4,000.00															
Submit Request for Reimbursement #5 and Monthly Report	03/01/26	03/30/26	\$ 4,000.00															
Submit Request for Reimbursement #6 and Monthly Report	04/01/26	04/30/26	\$ 4,000.00															
Submit Request for Reimbursement #7 and Monthly Report	05/01/26	05/30/26	\$ 4,000.00															
Submit Request for Reimbursement #8 and Monthly Report	06/01/26	06/30/26	\$ 4,000.00															
Submit Request for Reimbursement #9 and Monthly Report	07/01/26	07/30/26	\$ 4,000.00															
Submit Request for Reimbursement #10 and Monthly Report	08/01/26	08/30/26	\$ 5,000.00															
Submit Request for Reimbursement #11 and Monthly Report	09/01/26	09/30/26	\$ 5,000.00															
Submit Request for Reimbursement #12 and Monthly Report	10/01/26	10/30/26	\$ 5,000.00															
Submit Request for Reimbursement #13 and Monthly Report	11/01/26	11/30/26	\$ 5,000.00															
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	12/01/26	12/31/26	\$ 6,000.00															
Budget Grand Total			\$ 60,000.00															

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

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CDBG Subrecipient Agreement

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EXHIBIT C
Project Payment Schedule & Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.
2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **fifteen months** from the contract date.
3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2025-2026 FOR THE MONTHS OF:	No. of Beneficiaries	TYPE OF EXPENDITURE
October 2025	2	Expenses as noted in Exhibit B-1
November 2025	2	Expenses as noted in Exhibit B-1
December 2025	2	Expenses as noted in Exhibit B-1
January 2026	2	Expenses as noted in Exhibit B-1
February 2026	2	Expenses as noted in Exhibit B-1
March 2026	2	Expenses as noted in Exhibit B-1
April 2026	2	Expenses as noted in Exhibit B-1
May 2026	2	Expenses as noted in Exhibit B-1
June 2026	2	Expenses as noted in Exhibit B-1
July 2026	3	Expenses as noted in Exhibit B-1
August 2026	3	Expenses as noted in Exhibit B-1
September 2026	3	Expenses as noted in Exhibit B-1
October 2026	3	Expenses as noted in Exhibit B-1
November 2026	3	Expenses as noted in Exhibit B-1
December 2026	3	Expenses as noted in Exhibit B-1

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CDBG Subrecipient Agreement

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EXHIBIT D Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
 - Benefits Low- and Moderate-Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of Persons Assisted with New Access to Service/Benefit**
- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
- **Number of Low-Mod Beneficiaries**
- **Racial Data**

1. White	2. Black/African American
3. Asian	4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific	6. Asian White
7. Black & White	8. Am. Indian/Alaskan Native & White
9. Black/African American & White	10. Other Multi Racial
- **Number of Hispanics Served**
- **Number of Persons Served Living with a Disability**
- **Number of Female Head of Households**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
 - **Affordability.** How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

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CDBG Subrecipient Agreement

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EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)
4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
- The FY 2025-2026 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2026 and as such all records pertaining to this agreement must be kept until **December 30, 2031** except as provided below:
 - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
 - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E

Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 “Payment Schedule”, no later than the 10th of each month. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.
2. **SUBRECIPIENT must** submit the following documents when submitting a reimbursement request:
 - Agency Cover Letter
 - CDBG Reimbursement Request Form
 - Monthly Activity Report
 - Program Application for assisted beneficiaries:
 - Documentation verifying that they reside inside the city limits of Edinburg.
 - Must be qualified through Presumed, Qualified or Income/Asset application.
3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:
 - ***Salary reimbursement*** for agency staff providing services to qualified residents:
 - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
 - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
 - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.
 - ***Food assistance, Mileage/Transportation and other services, as applicable:***
 - List of beneficiaries assisted.
 - Provide copies of invoices for goods and services.
 - Submit Monthly Mileage Report.
 - Proof of payment - Provide copies of cancelled checks.
 - ***Procurement of goods and services:***
 - List of beneficiaries assisted.
 - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
 - Proof of payment - Provide copies of cancelled checks.
4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.
 5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from \$0.01-\$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).
2. For purchases ranging from \$2,000.01-\$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).
3. For purchases over \$30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over \$25,000.00)
4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570

<https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

2 CFR Part 200

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR Part 200 Appendix II – Federal Contract Provisions

https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rqn=div9

Other Program Requirements (See Subpart K)

<https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf>

24 CFR Part 5

<https://www.law.cornell.edu/cfr/text/24/part-5>

Part 52-Intergovernmental Review of Department of Housing & Urban
Development Programs and Activities

<https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52>

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles
and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION

2 CFR Part 200.300-309

PROPERTY STANDARDS

2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING

2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT

2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS

2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE

2 CFR Part 200.339-343

CLOSEOUT

2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

EXHIBIT I
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <https://uscontractorregistration.com/> or by calling 1-877-252-2700.

EXHIBIT K

Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department
Reimbursement Request Form for Grant # B-25-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	October 1, 202X
---	------------------------

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	\$ -	\$ -	\$ -	\$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

_____ xxxxxxxxxxxxxxxx, Executive Director	_____ Date	0001 Request No.
---	---------------	---------------------

BENEFICIARY COUNT													
ETHNIC CATEGORIES	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0

RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	Oct	Nov	Dec	Jan	Feb	Mar
Reimbursements	\$ -					
(Oct. 202X-Sept. 202X)	Apr	May	Jun	Jul	Aug	YTD Total
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Initials _____

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:
- Number of Persons Assisted with New Access to Service/Benefit:
- Number of Persons Assisted with Improved Access to Service/Benefit:
- Number of Low-Mod Beneficiaries:
- Racial Data:
- Number of Persons Served Living with a Disability:
- Number of Female Head of Households:
- Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:

PERFORMANCE MEASUREMENTS

Type of Outcome:

- **Availability/Accessibility.** Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

XXXXXX, Executive Director

Date

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CDBG Subrecipient Agreement

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CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form
Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency **MUST** meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#:

Address:

City: TEXAS Zip Code

Telephone # Other Contact #

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth AGE

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- | | |
|---|---|
| ☐ White | ☐ Black / African American |
| ☐ Asian | ☐ American Indian / Alaskan Native |
| ☐ Native Hawaiian/Other Pacific Islander | ☐ American Indian / Alaskan Native & White |
| ☐ Asian & White | ☐ Black / African American & White |
| ☐ American Indian/Alaskan Native & Black | ☐ Other Multi-Racial |

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CDBG Subrecipient Agreement

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STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the 1st day of October 2025 by and between the City of Edinburg, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and C.A.M.P. University, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I
Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-25-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

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CDBG Subrecipient Agreement

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SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Fifteen Thousand Dollars (\$15,000.00)** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify **CITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal **CITY** or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

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monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. **SUBRECIPIENT** agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V

Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the fifteen-month period of this agreement ending **December 31, 2026**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY**.

SECTION VI

Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)", which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPIENT** must also comply with provisions of

the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The **SUBRECIPIENT** shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII

Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends \$1,000,000.00 or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's

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CDBG Subrecipient Agreement

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Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than \$1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT**. Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X

Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT**.

SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII

Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$250,000 per occurrence, \$500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII

Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY**-funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg**, which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY**. (Refer to Exhibit F for Procurement Policies).

SECTION XIV

Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV

System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI

Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII

Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

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B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII

Subrecipient Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063 for Equal Housing Opportunity. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any applicant because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract. Further, to the extent any language in this agreement conflicts with State or Federal law, State and Federal law shall control.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. <https://www.hudexchange.info/resource/1991/equal-access-to-housing->

[final-rule/](#). This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at <https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule>.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at <https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/>.

To the extent any language in this section is in conflict with State or Federal law, then State and Federal law will control.

5. Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), nonprofit organizations are exempt from verifying an applicant's immigration status for purposes of determining eligibility for federal public benefits, as set forth in 8 U.S.C. Section 1642(d). This exemption applies to all federal benefits, including those provided through the CDBG Program. Accordingly, nonprofit Subrecipients are not required to verify the immigration status of beneficiaries as a condition of receiving assistance.

B. Affirmative Action

1. Plan

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. EEO/AA Statement

The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

To the extent any language in this section is in conflict with State or Federal law, then State and Federal law will control.

SECTION XIX Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only

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CDBG Subrecipient Agreement

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to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final HUD Approval. Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Email: coegrants@cityofedinburg.com

If to SUBRECIPIENT:
C.A.M.P. University
P.O Box 2294
McAllen, Texas 78502
Phone: (956) 800-5292
Email: Pam_Voss@campuniversity.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX

Effective Date

The effective date of this agreement shall be the **1st day of October 2025**, such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of December 2026**.

Approved and signed this _____ day of _____, 2026.

Pam Voss, Executive Director

Subrecipient: C.A.M.P. University

Address: P.O. Box 2294

City/State/Zip: McAllen, Texas 78501

Federal I.D. Number: 26081195

UEI Number: U566DJXY6Q95

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2026.

Notary Public in and for the State of Texas

Initials _____

CDBG Subrecipient Agreement

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~~~~~  
**ATTEST:**

**CITY OF EDINBURG**

BY: \_\_\_\_\_  
Clarice Y. Balderas, City Secretary

BY: \_\_\_\_\_  
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Benito Alonzo, City Attorney

~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **\$15,000.00** to provide an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers.

SUBRECIPIENT shall assist at least **8 beneficiaries**.

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg policies, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary reimbursement for Education Specialists, Lead Teachers and Teachers <i>Note: Only salary/hours worked that directly benefit City of Edinburg residents may be submitted for reimbursement for the staff noted above.</i>	\$15,000.00
Total Grant Budget:	\$15,000.00

Initials _____

CDBG Subrecipient Agreement

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EXHIBIT B-2

C.A.M.P. University Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/25	10/30/25	\$ -															
Submit Request for Reimbursement #1 and Monthly Report	11/01/25	11/30/25	\$ 1,000.00															
Submit Request for Reimbursement #2 and Monthly Report	12/01/25	12/30/25	\$ 1,000.00															
Submit Request for Reimbursement #3 and Monthly Report	01/01/26	01/30/26	\$ 1,000.00															
Submit Request for Reimbursement #4 and Monthly Report	02/01/26	02/28/26	\$ 1,000.00															
Submit Request for Reimbursement #5 and Monthly Report	03/01/26	03/30/26	\$ 1,000.00															
Submit Request for Reimbursement #6 and Monthly Report	04/01/26	04/30/26	\$ 1,000.00															
Submit Request for Reimbursement #7 and Monthly Report	05/01/26	05/30/26	\$ 1,000.00															
Submit Request for Reimbursement #8 and Monthly Report	06/01/26	06/30/26	\$ 1,000.00															
Submit Request for Reimbursement #9 and Monthly Report	07/01/26	07/30/26	\$ 1,000.00															
Submit Request for Reimbursement #10 and Monthly Report	08/01/26	08/30/26	\$ 1,000.00															
Submit Request for Reimbursement #11 and Monthly Report	09/01/26	09/30/26	\$ 1,000.00															
Submit Request for Reimbursement #12 and Monthly Report	10/01/26	10/30/26	\$ 1,000.00															
Submit Request for Reimbursement #13 and Monthly Report	11/01/26	11/30/26	\$ 1,500.00															
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	12/01/26	12/31/26	\$ 1,500.00															
Budget Grand Total			\$ 15,000.00															

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

Initials _____

CDBG Subrecipient Agreement

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EXHIBIT C
Project Payment Schedule & Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.
2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **fifteen months** from the contract date.
3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2025-2026 FOR THE MONTHS OF:	No. of Beneficiaries	TYPE OF EXPENDITURE
October 2025	1	Expenses as noted in Exhibit B-1
November 2025	1	Expenses as noted in Exhibit B-1
December 2025	1	Expenses as noted in Exhibit B-1
January 2026	1	Expenses as noted in Exhibit B-1
February 2026	1	Expenses as noted in Exhibit B-1
March 2026	1	Expenses as noted in Exhibit B-1
April 2026	1	Expenses as noted in Exhibit B-1
May 2026	1	Expenses as noted in Exhibit B-1
June 2026		Expenses as noted in Exhibit B-1
July 2026		Expenses as noted in Exhibit B-1
August 2026		Expenses as noted in Exhibit B-1
September 2026		Expenses as noted in Exhibit B-1
October 2026		Expenses as noted in Exhibit B-1
November 2026		Expenses as noted in Exhibit B-1
December 2026		Expenses as noted in Exhibit B-1

Initials _____

CDBG Subrecipient Agreement

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EXHIBIT D Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
 - Benefits Low- and Moderate-Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of Persons Assisted with New Access to Service/Benefit**
- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**
- **Number of Low-Mod Beneficiaries**
- **Racial Data**

1. White	2. Black/African American
3. Asian	4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific	6. Asian White
7. Black & White	8. Am. Indian/Alaskan Native & White
9. Black/African American & White	10. Other Multi Racial
- **Number of Hispanics Served**
- **Number of Persons Served Living with a Disability**
- **Number of Female Head of Households**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
 - **Affordability.** How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

CDBG Subrecipient Agreement

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EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)
4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
- The FY 2025-2026 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY’S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2026 and as such all records pertaining to this agreement must be kept until **December 30, 2031** except as provided below:
 - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
 - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E

Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the 10th of each month. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.
2. **SUBRECIPIENT must** submit the following documents when submitting a reimbursement request:
 - Agency Cover Letter
 - CDBG Reimbursement Request Form
 - Monthly Activity Report
 - Program Application for assisted beneficiaries:
 - Documentation verifying that they reside inside the city limits of Edinburg.
 - Must be qualified through Presumed, Qualified or Income/Asset application.
3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:
 - ***Salary reimbursement*** for agency staff providing services to qualified residents:
 - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
 - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
 - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.
 - ***Food assistance, Mileage/Transportation and other services, as applicable:***
 - List of beneficiaries assisted.
 - Provide copies of invoices for goods and services.
 - Submit Monthly Mileage Report.
 - Proof of payment - Provide copies of cancelled checks.
 - ***Procurement of goods and services:***
 - List of beneficiaries assisted.
 - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
 - Proof of payment - Provide copies of cancelled checks.
4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.
 5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from \$0.01-\$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).
2. For purchases ranging from \$2,000.01-\$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).
3. For purchases over \$30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over \$25,000.00)
4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570

<https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

2 CFR Part 200

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR Part 200 Appendix II – Federal Contract Provisions

https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rqn=div9

Other Program Requirements (See Subpart K)

<https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf>

24 CFR Part 5

<https://www.law.cornell.edu/cfr/text/24/part-5>

Part 52-Intergovernmental Review of Department of Housing & Urban
Development Programs and Activities

<https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52>

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles
and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION

2 CFR Part 200.300-309

PROPERTY STANDARDS

2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING

2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT

2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS

2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE

2 CFR Part 200.339-343

CLOSEOUT

2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

EXHIBIT I
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at <https://uscontractorregistration.com/> or by calling 1-877-252-2700.

EXHIBIT K

Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department
Reimbursement Request Form for Grant # B-25-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	October 1, 202X
---	------------------------

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	\$ -	\$ -	\$ -	\$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxxxx, Executive Director	Date	0001 Request No.
---	------	---------------------

BENEFICIARY COUNT													
ETHNIC CATEGORIES	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0

RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	Oct	Nov	Dec	Jan	Feb	Mar
Reimbursements	\$ -					
(Oct. 202X-Sept. 202X)	Apr	May	Jun	Jul	Aug	YTD Total
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Initials _____

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:
- Number of Persons Assisted with New Access to Service/Benefit:
- Number of Persons Assisted with Improved Access to Service/Benefit:
- Number of Low-Mod Beneficiaries:
- Racial Data:
- Number of Persons Served Living with a Disability:
- Number of Female Head of Households:
- Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:

PERFORMANCE MEASUREMENTS

Type of Outcome:

- **Availability/Accessibility.** Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
- **Affordability.** How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

XXXXXX, Executive Director

Date

Initials _____

CDBG Subrecipient Agreement

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CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form
Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#:

Address:

City: TEXAS Zip Code

Telephone # Other Contact #

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth AGE

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- | | |
|---|---|
| ☐ White | ☐ Black / African American |
| ☐ Asian | ☐ American Indian / Alaskan Native |
| ☐ Native Hawaiian/Other Pacific Islander | ☐ American Indian / Alaskan Native & White |
| ☐ Asian & White | ☐ Black / African American & White |
| ☐ American Indian/Alaskan Native & Black | ☐ Other Multi-Racial |

Initials _____

CDBG Subrecipient Agreement

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.H.

1. Agenda Item:

Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 20th Annual Texas Cook'em High Steaks Event in the Amount of \$30,000.00.
[Raudel Garza, Edinburg EDC Executive Director]

2. Description:

The Edinburg Chamber of Commerce submitted a request for sponsorship in the amount of \$30,000.00 to the Edinburg Economic Development Corporation (EEDC) Board of Directors for the 20th Annual Texas Cook'em High Steaks event. The EEDC has previously sponsored the Texas Cook'em event.

The Edinburg Economic Development Corporation Board approved this sponsorship on June 01, 2026, by a vote of 6-0.

3. Staff's Recommendation:

Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 20th Annual Texas Cook'em High Steaks Event in the amount of \$30,000.00.

Reviewed by:

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

Prepared by:

Samantha Martinez,
Business Operations
Coordinator EEDC

Attachments:

A. A. 2026 Texas Cook'em High Steaks Proposal



TEXAS COOK'EM

HIGH STEAKS  IN EDINBURG

2026 BUSINESS
SPONSORSHIP

Presented by

Edinburg Chamber
of Commerce

Sanctioned By:



Dear Cook'Em Supporter,

The Edinburg Convention and Visitors Bureau and Edinburg Chamber of Commerce proudly present the 20th Annual Texas Cook'Em: High Steaks in Edinburg, taking place on July 4, 2026, as we celebrate America's 250th birthday.

This milestone event brings together top competitors from across Texas to compete for top honors in chicken, ribs, brisket, and rib-eye steak, with a total purse of \$12,500—one of the largest in the state. As a sanctioned CBA and SCA State Championship, Texas Cook'Em continues to attract over 70 cooking teams and more than 10,000 attendees annually.

Beyond the competition, guests will enjoy live music, local vendors, a family-friendly kids' area, boxing exhibitions, a parachute freedom jump, and a spectacular fireworks show—creating a vibrant Independence Day experience for the entire community. The event also proudly supports UTRGV veteran students, awarding scholarships through our ongoing partnership with H-E-B.

The Chamber respectfully invites your support as we commemorate this historic national milestone while continuing to create meaningful, memorable experiences for the Rio Grande Valley. Your partnership offers valuable visibility and alignment with a premier community event that celebrates both local culture and American heritage.

We sincerely appreciate your consideration and would welcome the opportunity to discuss sponsorship options. Please feel free to contact me at (956) 383-4974 for additional information.

Best Regards,

A handwritten signature in black ink, appearing to read "Ronnie Larralde".

Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce

EVENT DATE: SATURDAY, JULY 4, 2026
LOCATION: EBONY HILLS GOLF COURSE



TEXAS COOK'EM

HIGH STEAKS Sponsorship \$30,000

- This is an exclusive category with first right of refusal for next year's festival
- Logo on Welcome Sign
- Opportunity for welcoming remarks before the headlining act
- 2 Complimentary Team Entry
- Complimentary Vendor 20 x 20 Booth Space (if desired)
- Prominent placement of company banners (10) day of the event (provided by sponsor)
- Check Presentation plus mention in all press releases
- Logo placed on event poster, flyers, and shirts
- Print media Ad Recognition (local and regional)
- Radio and TV Recognition (local and regional)
- Recognition in Chamber E-Newsletter, Facebook Page, and website (with logo)
- (10) Event t-shirts
- 3 Tables (10) at Concert Pit with VIP amenities
- MC Acknowledgement as Title Sponsor

FIREWORK Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the firework show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

CARSHOW Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Car show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

KID'S ZONE Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Kid's Zone show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Facebook Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

TEXAS COOK'EM

FREEDOM JUMP Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Kid's Zone show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

SMOKIN' Sponsorship (\$5,000 Minimum)

- Complimentary Vendor Booth Space or Complimentary Team Entry
- Placement of company banner day of the event (provided by sponsor 3 x 5)
- Check Presentation plus mention in all press releases
- Print Media Ad recognition (local and regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (8) Event t-shirts
- (8) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event

SEASONED Sponsorship (\$3,000 Minimum)

- Complimentary Vendor Booth Space
- Placement of company banner day of event (provided by sponsor 2 x 3)
- Company name mentioned in all press releases
- Company name placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- tickets at Concert Pit with VIP amenities
- (4) Event t-shirts
- (4) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event

LIGHTER STARTER Sponsorship (\$1,000 Minimum)

- Mention in Press Releases
- Recognition in Chamber E-Newsletter following the event
- (2) Event t-shirts
- (2) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event





As a partner at the **2026 Texas Cook'Em: High Steaks in Edinburg**, you have an array of opportunities to choose from guaranteeing full recognition for your company. Your partnership creates a unique platform while enhancing corporate identification in this region.

Company Name: _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Submitted by _____ Email _____

The company above will provide the following:

A. Monetary

- | | |
|---|--|
| ☐ \$ 30,000 HIGH STEAKS Sponsor | ☐ \$ 10,000 FREEDOM JUMP Sponsor |
| ☐ \$ 10,000 FIREWORK Sponsor | ☐ \$ 5,000 SMOKIN' Sponsor |
| ☐ \$ 10,000 CARSHOW Sponsor | ☐ \$ 3,000 SEASONED Sponsor |
| ☐ \$ 10,000 KID'S ZONE Sponsor | ☐ \$ 1,000 LIGHTER STARTER Sponsor |

This agreement, signed by an authorized representative of the company, must be received by the Edinburg Chamber of Commerce no later than Friday, May 30, 2026 and will constitute a binding contract for the sponsorship amount indicated. Full payment is due to the Edinburg Chamber of Commerce office by Friday, June 12, 2026. This agreement will become effective upon acceptance by the Edinburg Chamber of Commerce.

Signed and dated this ____ day of _____, 2026. Sponsorship Amount \$ _____

Print Name

Signature of Authorized Company Representative

Thank you for your generous support!

Please return this form to: Events Coordinator



Email: events@edinburg.com

Email Marketing Materials: Marketing Director



Email: information@edinburg.com



Edinburg Chamber of Commerce



956-383-4974

Chamber Use Only

Received by:

Date:



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 16, 2026

CONSENT AGENDA

Agenda Item No: 10.I.

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Enter Into Amendment No. 1 to the Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling \$21,637,427 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

2. Description:

The City of Edinburg received appropriations from the State of Texas through the 88th and 89th Legislatures totaling \$20,000,000 for airport improvements at South Texas International Airport at Edinburg. The project includes design and construction services for the reconstruction of the center portion of Runway 14/32, reconstruction of two cross taxiways, a 1,000-foot extension of Runway 32, extension of the parallel taxiway to Runway 32, installation of medium-intensity runway lighting on Runway 14/32, replacement of existing Precision Approach Path Indicator (PAPI-2) systems with PAPI-4 systems, installation of a wind cone and segmented circle, installation of an airport beacon and tower, installation of lighted airfield signage, drainage improvements including culvert upgrades and pond dredging, and preparation of an environmental assessment.

In October, 2024, the City approved a Resolution committing funds associated with the 88th Legislature appropriation to initiate the design phase of the project. A Resolution was approved in February, 2026 for the 89th Legislature appropriation to commit the funds necessary for the construction phase of the project.

Under the terms of the Texas Department of Transportation (TxDOT) Aviation Division grant funding, it is estimated that approximately \$11,111,111 of the project costs associated with the first appropriation will be eligible for state financial assistance at a participation rate of ninety percent (90%). The grant in the amount of \$10,000,000 required a City match of \$1,111,111, which has previously been paid to TxDOT Aviation..

In addition, it is estimated that approximately \$10,526,316 of project costs associated with the second appropriation will be eligible for state financial assistance at a participation rate of ninety-five percent (95%). The grant amount of \$10,000,000 will require a City match of \$526,316. Final determination of eligible project costs and state participation amounts will be made by TxDOT Aviation upon completion of the project and in accordance with applicable state guidelines.

The City's remaining local match obligation under TxDOT Aviation Project No. 2421EDNBG, Amendment No. 1, for the second \$10,000,000 legislative appropriation is \$526,316. Approval of the proposed Resolution will formally commit the City to amend the existing agreement with TxDOT to provide the required total local match for the project.

TxDOT Aviation has requested that the executed Resolution be returned no later than June 26, 2026, in order to maintain the project schedule and authorize the release of the construction project for bidding.

Funding in the amount of \$526,316 will need to be appropriated from the General Fund.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Enter Into Amendment No. 1 to the Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling \$21,637,427 for South Texas International Airport at Edinburg.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Eddie Velarde, Director of
Aviation

Attachments:

- A. Council Resolution TXDoT Project 2421EDNBG APPA Amendment No.1
- B. 2421ednbg amend 1
- C. executed APPA for 2421EDNBG
- D. Airfield improvements project scope, layout

RESOLUTION NO. _____

STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE AIRPORT PROJECT PARTICIPATION AGREEMENT FOR TEXAS DEPARTMENT OF
COUNTY OF HIDALGO	§	TRANSPORTATION AVIATION DIVISION PROJECT 2421EDNBG FOR INFRASTRUCTURE IMPROVEMENTS TOTALING \$21,637,427 FOR
CITY OF EDINBURG	§	SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

WHEREAS, City of Edinburg (Sponsor) intends to make continuous improvement to South Texas International Airport at Edinburg, consisting of capital projects that maintain safety, availability, and increase airfield capacity; and

WHEREAS, City of Edinburg engages such improvements in manners consistent with Federal Aviation Administration regulations and precepts; and

WHEREAS, City of Edinburg received from State of Texas 88th and 89th Legislatures appropriations totaling \$20,000,000.00 toward funding Airport improvements including visual navigational aids replacement, storm water drainage enhancement and flooding mitigation, runway and taxiway extensions; and

WHEREAS, Sponsor City of Edinburg is responsible for providing matching funds totaling \$1,637,427.00, of which \$1,111,111.00 has previously been paid to TxDOT AVN; remaining Sponsor match obligation to pay per 2421EDNBG Amendment No. 1 is \$526,316.00, made available through FY26 mid-year appropriation; and

WHEREAS, The Airport Project Participation Agreement through Amendment No. 1 grants Texas Department of Transportation Aviation Division to act on behalf of Sponsor to disburse all funds used in payment of project costs, to assure compliance with all applicable statutes, rules, regulations, procedures, and advertise for, select and make contracts with consultants and contractors in accordance with governing laws; and

WHEREAS, City of Edinburg agrees to comply with applicable grant requirements for said project as required by the funding source; and

WHEREAS, City of Edinburg wishes to designate the City Manager as City's authorized official to accept, alter, terminate, and execute any and all documents related to the grant on behalf of the City; and

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. City Manager is hereby directed to submit on behalf of City of Edinburg the Airport Project Participation Agreement Amendment No. 1 to Texas Department of Transportation Aviation Division for Project 2421EDNBG.

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 BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting of the City Council of the City of Edinburg at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code §551.041 on the 16th day of June, 2026.

CITY OF EDINBURG

BY: _____
Omar Ochoa, Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Benito Alonzo
City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Development)

Amendment No. 01 to the Agreement

TxDOT CSJ No.: 2421EDNBG
Commission Approval: October 26, 2023
January 29, 2026

Part I - Identification of the Project

TO: City of Edinburg, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

City of Edinburg, Texas hereinafter referred to as the "Sponsor", and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 2421EDNBG, executed by the Sponsor on October 23, 2024, and by the State on October 25, 2024, for the development of South Texas International Airport at Edinburg.

The project is described as design and construction services to: Reconstruct center portion of Runway 14/32; reconstruct two cross taxiways; extend Runway 32 (1,000'); extend parallel taxiway to Runway 32; install medium intensity runway light's Runway 14/32; replace precision approach path indicator 2's with precision approach path indicator 4; install wind cone and segmented circle; install beacon & tower; install lighted signs; drainage improvements - existing culverts, dredge pond; and prepare an environmental assessment at South Texas International Airport at Edinburg.

Part II - Offer of Financial Assistance, estimates total project costs to be \$11,111,111.

Financial assistance is currently limited to \$10,000,000 state funds and \$1,111,111 in local sponsor funds.

It is in the mutual interest of the Sponsor and the State to amend the Airport Development Grant at this time to increase the agreement by \$10,526,316 to add rider funding from HB 500. This funding will be 95% state and 5% local.

In consideration of the parties' mutual promises, the following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended to following:

1. Part II, paragraph 2 of the Agreement, change Amount A, total project costs, and any further references in the Agreement to Amount A, to \$21,637,427.
2. Part II, paragraph 2 of the Agreement, change to read and add Amount E:

It is further estimated that approximately \$11,111,111 (Amount B) of the project costs will be eligible for state financial assistance, and that state financial assistance will be for ninety percent (90%) of the eligible project costs. It is further estimated that approximately \$10,526,316 (Amount E) of the project costs will be eligible for state financial assistance, and that state financial assistance will be ninety-five percent (95%) of the eligible project costs. Final determination of state eligibility of total project costs will be determined by the State in accordance with state guidelines following completion of project.
3. Part II, paragraph 2 of the Agreement, change Amount D, Sponsor's share of eligible project costs, and any further references in the Agreement to Amount D, to \$1,637,427.
4. Part II, paragraph 2 of the Agreement, change Amount C, State's share of eligible project costs, and any further references in the Agreement to Amount C, to \$20,000,000.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

The above amendment to the Airport Project Participation Agreement between City of Edinburg and the Texas Department of Transportation is mutually agreed to and accepted.

City of Edinburg, Texas

(Sponsor)

(Sponsor Signature)

(Title)

(Date)

Execution by the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

(Date)

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Development Grant)

TxDOT CSJ No.: 2421EDNBG
Commission Approval: October 26, 2023

Part I - Identification of the Project

TO: City of Edinburg, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, for and on behalf of the State of Texas (the "State"), and City of Edinburg, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of the Title 3 of the Texas Transportation Code.

The project is described as design and construction services to: Reconstruct center portion of Runway 14/32; reconstruct two cross taxiways; extend Runway 32 (1,000'); extend parallel taxiway to Runway 32; install medium intensity runway light's Runway 14/32; replace precision approach path indicator 2's with precision approach path indicator 4; install wind cone and segmented circle; install beacon & tower; install lighted signs; drainage improvements - existing culverts, dredge pond; and prepare an environmental assessment at South Texas International Airport at Edinburg.

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*
2. It is estimated that total project costs will be approximately \$11,111,111 (Amount A). It is further estimated that approximately \$11,111,111 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State. It is estimated that the State's financial assistance share of eligible project costs will be approximately \$10,000,000 (Amount C) and the Sponsor's share of the project costs will be approximately \$1,111,111 (Amount D). Financial assistance is subject to the availability of state funds. Any state financial participation over Amount C is not guaranteed.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state and/or local funds.

The State will not participate in funding for force account work conducted by the Sponsor.

3. If there is an overrun in the eligible project costs, the Sponsor will be responsible to cover all cost overruns. If the sponsor does not move forward with construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.
4. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.
5. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
6. The Sponsor specifically agrees that it shall pay any project costs, which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount C) as stated in Paragraph II-2.
7. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-5 and/or V-6. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount D).

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and
 - b. it will comply with the Attachment B, Certification of Project Fund, attached and made a part of this Agreement; and
 - c. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and
 - d. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and
 - e. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and
 - f. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State; and
 - h. through the fence access shall be reviewed and approved by the State; and
 - i. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the

acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

- j. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- k. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and
- l. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- m. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and
- n. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq.* Sponsor shall also acquire and retain aviation easements or other

property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

- o. it will provide upon request to the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
 - p. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.
 - q. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications shall be filed with the State for approval; and
2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.
 3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
 4. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.
 5. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.
7. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement shall be evidenced by execution of this Agreement by the Sponsor. The Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. The Agreement shall become effective upon execution of the Agreement by the State and shall remain in full force and effect for a period of at least 20 years.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.
3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.
4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State;
- b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

- d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

- e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;
- f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.
- g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.
- i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal

and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.* Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at

law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.
9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.
12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
13. Termination
This agreement may be terminated in the following manner:
 - ◆ by mutual written agreement and consent of both parties.
 - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein.
 - ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Edinburg, Texas, does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Edinburg, Texas

(Sponsor)



Myra L. Ayala

(Sponsor Signature)

City Manager

(Title)

Oct. 23, 2024

(Date)

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

DocuSigned by:


EA0A4EF01FA54231

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

10/25/2024

(Date)

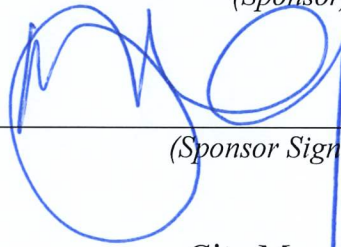
ATTACHMENT A

Certification of Airport Fund

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Edinburg, Texas

(Sponsor)



Myra L. Ayala

(Sponsor Signature)

City Manager

(Title)

Oct. 23, 2024

(Date)

ATTACHMENT B

Certification of Project Funds

TxDOT CSJ No.: 2421EDNBG

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

Sponsor Funds

Source	Amount	Date Available
City of Edinburg	\$1,000,000.00	10/15/2024
City of Edinburg	\$111,111.11	03/31/2025

City of Edinburg, Texas

(Sponsor)

Myra L. Ayala

(Sponsor Signature)

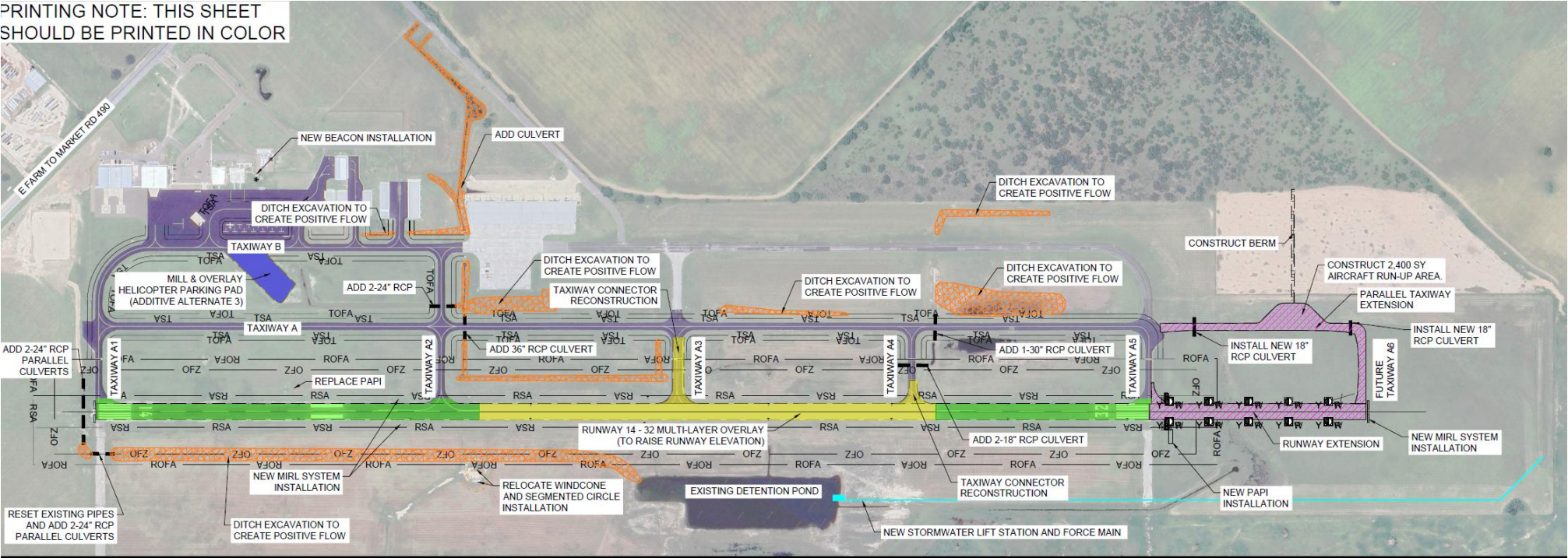
City Manager

(Title)

Oct. 23, 2024

(Date)

PRINTING NOTE: THIS SHEET
SHOULD BE PRINTED IN COLOR



LEGEND	
	MULTIPLE ASPHALT LIFT PAVEMENT OVERLAY (BASE BID)
	2-INCH ASPHALT OVERLAY (BASE BID)
	MILL & OVERLAY (ADDITIVE ALTERNATE 3)
	RUNWAY 14-32 & PARALLEL TAXIWAY EXTENSION & RUN-UP AREA (BASE BID)
	DRAINAGE DITCH
	CULVERT CROSSING
	LIFT STATION (ADDITIVE ALTERNATE 2)
	RSA — RUNWAY SAFETY AREA
	ROFA — RUNWAY OBJECT FREE AREA
	TSA — TAXIWAY SAFETY AREA
	TOFA — TAXIWAY OBJECT FREE AREA

ITEMS OF WORK	
BASE BID:	
- EXTEND RUNWAY 14-32 AND PARALLEL TAXIWAY 1,005-FT SOUTH	
- CONSTRUCT 2,400 SY AIRCRAFT RUN-UP AREA	
- ELEVATE MIDDLE SECTION OF RUNWAY 14-32 AND CONNECTING TAXIWAYS WITH MULTIPLE LIFT ASPHALT OVERLAY	
- DRAINAGE IMPROVEMENTS	
- RESHAPE / RESHAPING OF DRAINAGE DITCHES	
- ADD DRAINAGE PIPES AT EXISTING CULVERT CROSSINGS	
- REPLACE MIRLS	
- REPLACE PAPI - 4 INSTALLATION	
- RELOCATE / REPLACE WINDCONE AND SEGMENTED CIRCLE	
- REPLACE EXISTING AIRPORT ROTATING BEACON	
- ELECTRICAL VAULT MODIFICATIONS	
- INSTALL STANDBY POWER AT EXISTING AWOS	
- CONSTRUCT BERM	
ADDITIVE ALTERNATE 1:	
- RUNWAY 14-32 2" OVERLAY	
ADDITIVE ALTERNATE 2: STORMWATER	
- CONSTRUCT PERMANENT LIFT STATION AT EXISTING DETENTION POND WITH OUTFALL PIPE.	
ADDITIVE ALTERNATE 3:	
- MILL & OVERLAY EXISTING HELICOPTER PARKING AREA ASPHALT PAVEMENT, ADD PAVEMENT MARKINGS FOR HELICOPTER PARKING POSITIONS	

CAUTION - UNDERGROUND UTILITIES:
UNDERGROUND UTILITIES MAY EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THE PLANS, AND THE LOCATION OF THE UTILITIES SHOWN MAY VARY FROM THE LOCATION SHOWN ON THE PLANS. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT AIRPORT MAINTENANCE AND LOCAL UTILITY COMPANIES TO MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITY ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.