



**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**  
**JULY 7, 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:

- Edinburg Police Department Operation Chill, Wednesday, July 08, 2026, at 6:00 p.m. at Stripes, 1210 E. Monte Cristo Rd.
- Movies with a Cop, Friday, July 10, 2026, at 8:00 p.m. at Bicentennial Park Field, 2202 W. Sprague

**5. MAYOR'S REPORT**

**6. PROCLAMATIONS/RECOGNITIONS**

- A. Presentation of Proclamation Recognizing Coach Elias A. Moran Leal as the 2025-2026 Texas High School Coaches Association Region 7 Class 6A Boys Soccer Regional Coach of the Year. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Juan G. Esparza, Inventory Specialist, Utilities/Systems Department, for his 21 Years of Service to the City of Edinburg. [Clarice Y. Balderas, City Secretary]

**7. PUBLIC COMMENTS**

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

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

## **8. 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 General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being 3.056 Acres of Land Out of Lot 15, Section 275 Texas-Mexican Railway Company's Survey, Located at 2698 Hedfelt Drive, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]
- B.** Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage, to Allow a Sign that Advertises or Promotes a Business, Person, Organization, Activity, Event, Location, Service, or Product Not Primarily Manufactured, Sold, or Offered in the Property Where the Sign is Situated, Being All of Lot Four (4), Amended Plat of La Sienna Development, Located at 3804 N. I-69C, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]
- C.** Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage, to Allow a Sign that Advertises or Promotes a Business, Person, Organization, Activity, Event, Location, Service, or Product Not Primarily Manufactured, Sold, or Offered in the Property Where the Sign is Situated, Being All of Lot Two (2), Amended Plat of La Sienna Development, Located at 3720 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [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 on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being 0.918 Acre Parcel Out of Lot Six (6), Block One (1), Santa Cruz Gardens, Unit No. Two (2), Located at 1225 E. F.M. 2812, as Requested by O'Reilly Auto Enterprises, LLC. [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 I, a 1.56 Acre Tract of Land Being a Portion of Lot 1, Block 36, Santa Cruz Gardens Subdivision, Unit No. 2, Located at 6705 San Francisco Drive, as Requested by Ariel Abel Acuna. [Jaime Acevedo, Director of Planning and Zoning]

## 10. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2026-08, Annual Concrete Service, to JC Concrete of Edinburg, Texas, the Lowest Aggregate Bidder, Meeting Specifications Per Unit Prices as Listed and Authorize the City Manager to Enter into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

## 11. CONSENT AGENDA

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

- A. Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Transportation Alternatives Set-Aside (TASA) Grant Project for the CSJ 0921-02-554 Bicycle & Pedestrian Master Plan Update. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- B. Consider Authorizing the City Manager to execute Amendment No. 5 to the Interlocal Agreement Between the City of Edinburg and City of McAllen for Sewage Collection and Treatment Service and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P. E., Director of Utilities]
- C. Consider Authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$66,900.00 for permit modification applications for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]
- D. Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding (MOU) Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Reimbursement of Vehicle Expenses for Fiscal Year 2025-2026. [Jaime Ayala, Chief of Police]
- E. Consider Authorizing the Purchase of Seven (7) NIJ Level IIIA Windshields and Fourteen (14) NIJ Level IIIA Door Panels for Designated Patrol and K9 Units from Dana Fleet Supply, Inc. Through the Interlocal Purchasing System (TIPS), Contract No. 240102, Using Office of the Governor Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant No. 5649301 Funds in the Amount of \$42,128.00. [Jaime Ayala, Chief of Police]
- F. Consider Approving the Fiscal Year 2025-2026 Budget Transfers for the General Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

## 12. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
- B. Consider Rescheduling the Tuesday, August 04, 2026 Regular City Council Meeting to Wednesday, August 05, 2026. [Clarice Y. Balderas, City Secretary]

## 13. EXECUTIVE SESSION

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

- A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
- B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property - 1. Project 1718 (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- D. Discussion and Possible Action Regarding Economic Development Matters- 1. Project 25; 2. Project Tadpole; 3. Project Komida; 4. Project Happy Gilmore; 5. Project Workforce Resource Center (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

**OPEN SESSION**

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

**14. ADJOURNMENT**

*I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on June 30, 2026 at 6:30 p.m.*

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

Disability Access Statement

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



**CITY OF EDINBURG - CITY COUNCIL**

Meeting Date: July 7, 2026

**PROCLAMATIONS/RECOGNITIONS**

Agenda Item No: 6.A.

**Proclamation Recognizing Coach Elias A. Moran Leal**

**1. Agenda Item:**

Presentation of Proclamation Recognizing Coach Elias A. Moran Leal as the 2025-2026 Texas High School Coaches Association Region 7 Class 6A Boys Soccer Regional Coach of the Year. [Clarice Y. Balderas, City Secretary]

**2. Description:**

Coach Elias A. Morán Leal, Head Boys Soccer Coach at Edinburg North High School, has dedicated 17 years of distinguished service as a head coach, guided by his personal motto, “Jamás Rendirse” (“Never Give Up”). Under his leadership, Edinburg North has achieved monumental success, including three District Championships, five Bi-District Championships, three Area Championships, two Regional Quarterfinal Championships, three Regional Semifinal Appearances, and two Regional Final Appearances.

Coach Leal was recently honored as the 2025-2026 Texas High School Coaches Association (THSCA) Region 7 Class 6A Boys Soccer Regional Coach of the Year.

The Edinburg City Council would like to recognize Coach Elias A. Moran Leal for his outstanding leadership, dedication to excellence, and lasting impact on the student-athletes and community of Edinburg.

**3. Staff's Recommendation:**

Present Proclamation Recognizing Coach Elias A. Moran Leal as the 2025-2026 Texas High School Coaches Association Region 7 Class 6A Boys Soccer Regional Coach of the Year.

**Reviewed by:**

Clarice Balderas, City Secretary

**Prepared by:**

Maria Ortiz, Administrative Assistant

**Attachments:**

A. Coach Elias A. Moran Leal

# PROCLAMATION



## COACH ELIAS A. MORÁN LEAL

**WHEREAS**, Coach Elias A. Morán Leal currently serves as the Head Boys Soccer Coach at Edinburg North High School, having dedicated 17 years of distinguished service as a head coach; and,

**WHEREAS**, as a proud Edinburg North alumnus, Coach Morán represents the very best of our community by giving back daily to the school that helped shape his future; and,

**WHEREAS**, after arriving in the United States from Mexico at the age of fifteen, Edinburg North High School became the foundation upon which he learned English, embraced new opportunities, and developed the values that would guide his life and career; and,

**WHEREAS**, as a student-athlete, he helped lead the 2000–2001 Edinburg North Boys Soccer Team to the first district championship in school history, inspiring a dream to one day return and lead the program himself; and,

**WHEREAS**, that dream became reality when Coach Morán returned to his alma mater and helped transform the Edinburg North Boys Soccer Program into one of the premier soccer programs in South Texas; and,

**WHEREAS**, guided by his personal motto, “Jamás Rendirse” (“Never Give Up”), he has built a culture centered on excellence, discipline, perseverance, leadership, and character development; and,

**WHEREAS**, under his leadership, Edinburg North has achieved monumental success, including three District Championships, five Bi-District Championships, three Area Championships, two Regional Quarterfinal Championships, three Regional Semifinal Appearances, and two Regional Final Appearances; and,

**WHEREAS**, Coach Morán was named The Monitor's & RGV Sports All-Valley Boys Soccer Coach of the Year in 2024, and was recently honored as the 2025-2026 Texas High School Coaches Association (THSCA) Region 7 Class 6A Boys Soccer Regional Coach of the Year; and,

**WHEREAS**, this highly prestigious THSCA distinction recognizes coaches whose programs achieve outstanding competitive success while exemplifying the core values of sportsmanship, character development, academic excellence, and service; and,

**WHEREAS**, while these accomplishments and recognitions are significant, Coach Morán's greatest source of pride remains mentoring young men and helping them develop into responsible leaders, productive citizens, and positive role models.

**NOW, THEREFORE, THE, MAYOR AND CITY COUNCIL OF THE CITY OF EDINBURG, TX:** By the power vested in them by law, do hereby recognize the:

### COACH ELIAS A. MORÁN LEAL

for being named 2025-2026 Texas High School Coaches Association Region 7 Class 6A Boys Soccer Regional Coach of the Year for his outstanding leadership, dedication to excellence and for the lasting impact on the student-athletes and the Edinburg community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 7<sup>th</sup> day of July, 2026.

#### CITY OF EDINBURG, TEXAS

By: \_\_\_\_\_  
Omar Ochoa, Mayor

By: \_\_\_\_\_  
David Salazar, Jr., Mayor Pro Tem

By: \_\_\_\_\_  
Daniel “Dan” Diaz, Councilmember Place 1

By: \_\_\_\_\_  
Jason De Leon, Councilmember Place 2

#### ATTEST:

By: \_\_\_\_\_  
Clarice Y. Balderas, City Secretary

By: \_\_\_\_\_  
Gerardo “Gerry” Lozano, Councilmember Place 4



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

### PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: Juan G. Esparza

**1. Agenda Item:**

Presentation of Proclamation Recognizing City of Edinburg Retiree, Juan G. Esparza, Inventory Specialist, Utilities/Systems Department, for his 21 Years of Service to the City of Edinburg.  
[Clarice Y. Balderas, City Secretary]

**2. Description:**

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

Juan G. Esparza, Inventory Specialist Utilities/Systems Department, for his 21 years of service to the City of Edinburg.

The Edinburg City Council would like to recognize Juan G. Esparza for being a loyal, dedicated employee of the City of Edinburg for the past 21 years.

**3. Staff's Recommendation:**

Present Proclamation Recognizing City of Edinburg Retiree Juan G. Esparza, Inventory Specialist, Utilities/Systems Department, for his 21 Years of Service to the City of Edinburg.

**Reviewed by:**

Clarice Balderas, City Secretary

**Prepared by:**

Maria Ortiz, Administrative Assistant

**Attachments:**

A. Juan G Esparza

# PROCLAMATION



## JUAN G. ESPARZA INVENTORY SPECIALIST UTILITIES/SYSTEMS DEPARTMENT

**WHEREAS**, Mr. Juan G. Esparza was hired by the City of Edinburg Utilities/Systems Department on December 12, 2005, as a Meter Reader I; and,

**WHEREAS**, on October 1, 2013, Mr. Esparza's position was reclassified to Meter Reader; and,

**WHEREAS**, on August 31, 2015, Mr. Esparza transferred from Meter Reader to Inventory Specialist; and,

**WHEREAS**, Mr. Esparza attended numerous trainings where he received/held the following certificates: Certificate of Attendance Texas Municipal League Intergovernmental Risk Pool; Certificate of Completion: City of Edinburg safety Training; Certificate of Training University of Texas Arlington; Emergency Management Institute-FEMA-IS-700.a; FEMA-IS-800.b; and numerous Certificates of Employee Appreciation; and City of Edinburg Acknowledgements of Training; and,

**WHEREAS**, Mr. Juan Jose Flores received/held the following Certification Licenses: Class C Water Distribution Operator License; and,

**WHEREAS**, Mr. Flores was awarded Employee of the Month-August 2008; and,

**WHEREAS**, on May 29, 2026, after 21 years of service Mr. Juan G. Esparza retired from the City of Edinburg.

**NOW, THEREFORE, THE, MAYOR AND COUNCIL OF THE CITY OF EDINBURG, TX:** By the power vested in them by law, do hereby recognize:

## JUAN G. ESPARZA INVENTORY SPECIALIST UTILITIES/SYSTEMS DEPARTMENT

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 7<sup>th</sup> day of July, 2026.

### CITY OF EDINBURG, TEXAS

By: \_\_\_\_\_  
Omar Ochoa, Mayor

By: \_\_\_\_\_  
David Salazar, Jr., Mayor Pro Tem

By: \_\_\_\_\_  
Daniel "Dan" Diaz, Councilmember Place 1

By: \_\_\_\_\_  
Jason De Leon, Councilmember Place 2

**ATTEST:**

By: \_\_\_\_\_  
Clarice Y. Balderas, City Secretary

By: \_\_\_\_\_  
Gerardo "Gerry" Lozano, Councilmember Place 4



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

PUBLIC HEARINGS

Agenda Item No: 8.A.

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

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being 3.056 Acres of Land Out of Lot 15, Section 275 Texas-Mexican Railway Company's Survey, Located at 2698 Hedfelt Drive, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located at the end of Hedfelt Drive, approximately 660 feet east of the intersection of S. McColl Road and Hedfelt Drive. 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 frontage of 204 feet and a lot depth of 660 feet for a total area of 3.056 acres. Currently, the property is a vacant land. The applicant wants to utilize the property to develop 27 townhome lots attached.

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

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, May 29, 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 June 17, 2026.

On June 3, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that the infrastructure will support the proposed development.

**On June 11, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 4-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.**

3. **Staff's Recommendation:**

Staff recommends denial 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

Approved - 6/25/2026

Final Approval -  
6/25/2026

**Prepared by:**

Eduardo Huerta, Planner II

**Attachments:**

A. City Council Packet Attachemnt

B. Ordinance

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 06/11/2026**  
**CITY COUNCIL – 07/07/2026**  
**DATE PREPARED – 06/01/2026**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Consider 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.

**APPLICANT:** Crew Properties, LTD

**AGENT:** Melden & Hunt, Inc.

**LEGAL:** Being 3.056 Acres of Land out of Lot 15, Section 275 Texas-Mexican Railway Company’s Survey.

**LOCATION:** Located at 2698 Hedfelt Drive

**LOT/TRACT SIZE:** 3.056 acres

**CURRENT USE:** Vacant land

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

**EXISTING ZONING:** Commercial, General (CG) District

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

**LAND USE PLAN:** General Commercial Uses

**PUBLIC SERVICES:** City of Edinburg Sewer and Water

**RECOMMENDATION:** Staff recommends denial 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  
MELDEN & HUNT, INC.**

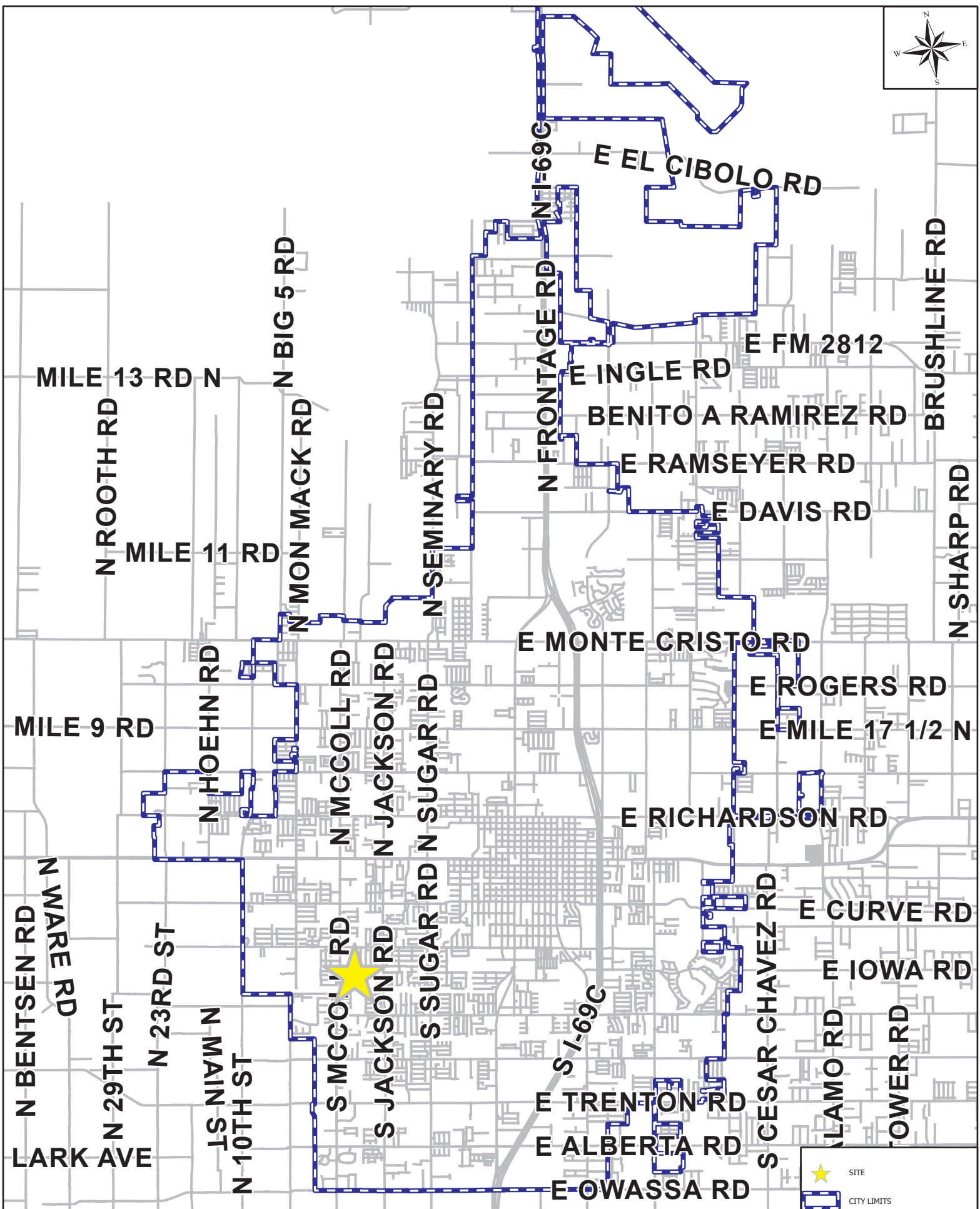
**EVALUATION**

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

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

Staff recommends denial 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 26 neighboring property owners on Friday, May 29, 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 June 17, 2026.



N BENTSEN RD  
N WARE RD  
N 29TH ST  
N 23RD ST  
N 10TH ST  
LARK AVE

MILE 13 RD N  
N Rooth Rd  
MILE 11 RD  
N Mon Mack Rd  
N Big 5 Rd

S McColl Rd  
S Jackson Rd  
S Sugar Rd  
N Seminary Rd  
N Jackson Rd  
N Sugar Rd

N Frontage Rd  
E El Cibolo Rd  
E Ingle Rd  
E FM 2812  
Benito A Ramirez Rd  
E Ramseyer Rd  
E Davis Rd

E Monte Cristo Rd  
E Rogers Rd  
E Mile 17 1/2 N  
E Richardson Rd  
E Curve Rd  
E Iowa Rd  
S Cesar Chavez Rd  
Lamo Rd  
Tower Rd  
E Trenton Rd  
E Alberta Rd  
E Owassa Rd

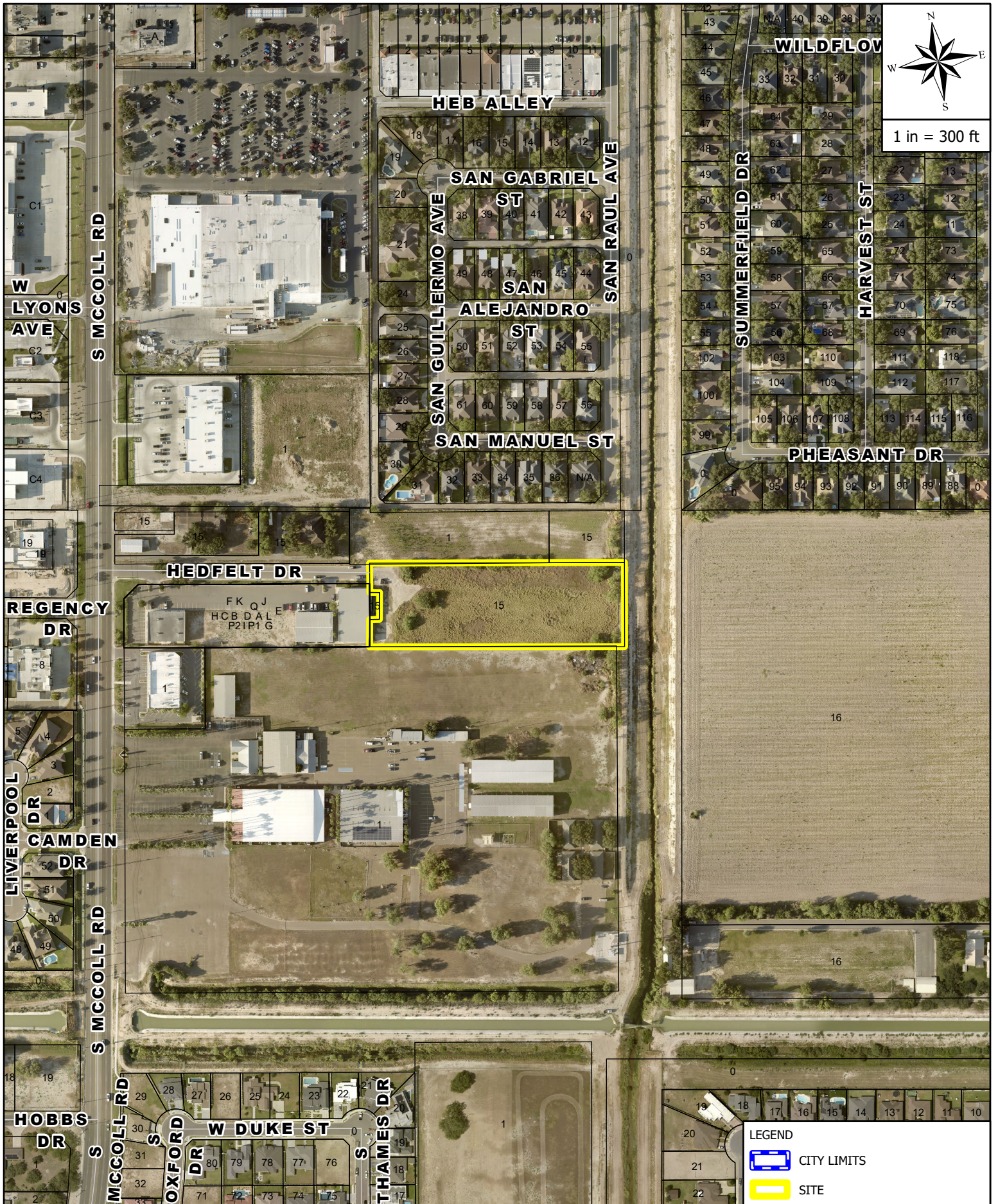
Brushline Rd  
N Sharp Rd

★ SITE  
CITY LIMITS

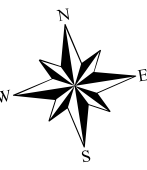


EDINBURG NEW DEVELOPMENT MAP



2698 HEDFELT DR



1 in = 300 ft

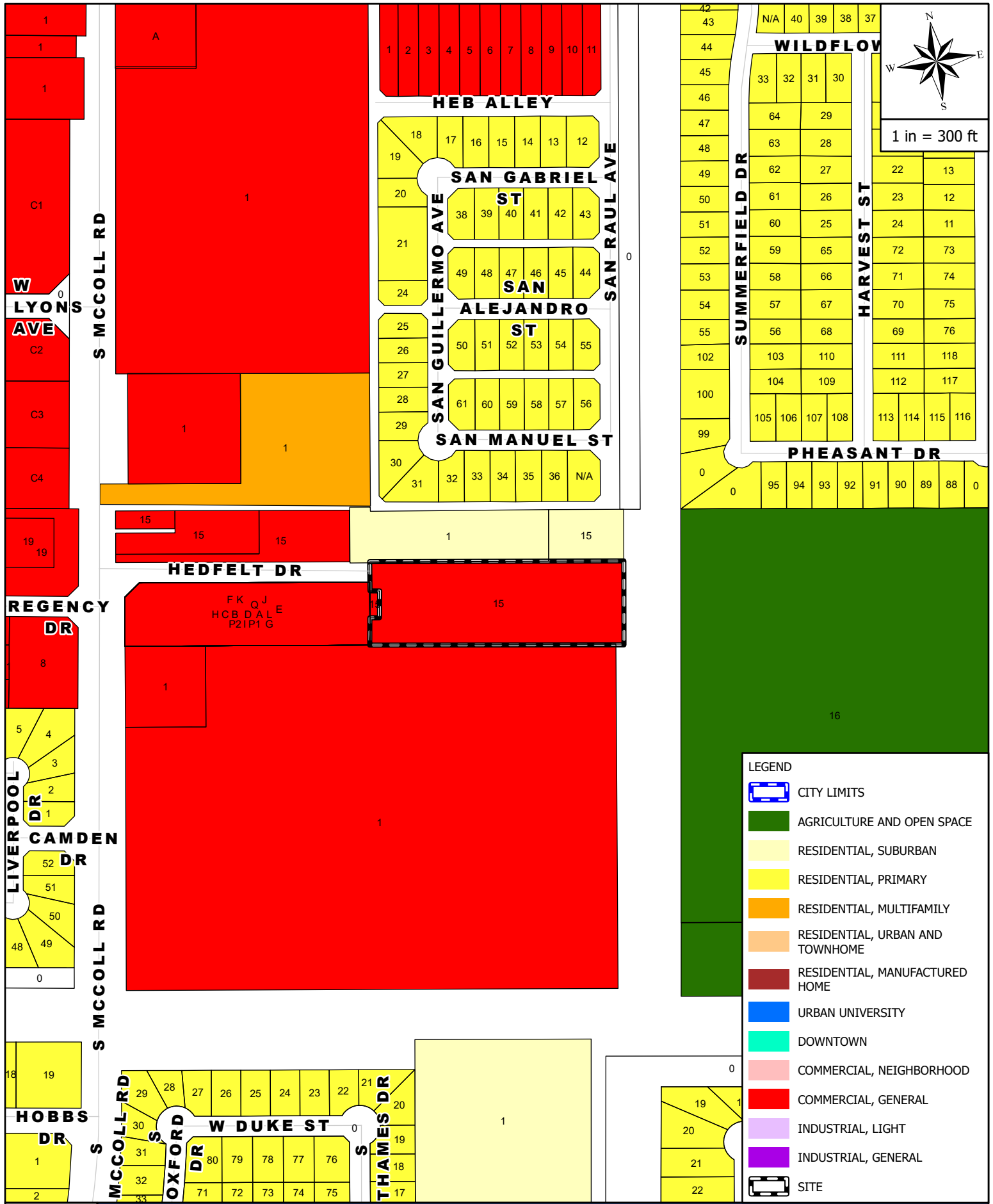


**LEGEND**

-  CITY LIMITS
-  SITE



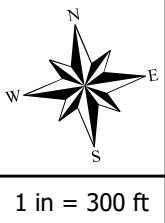
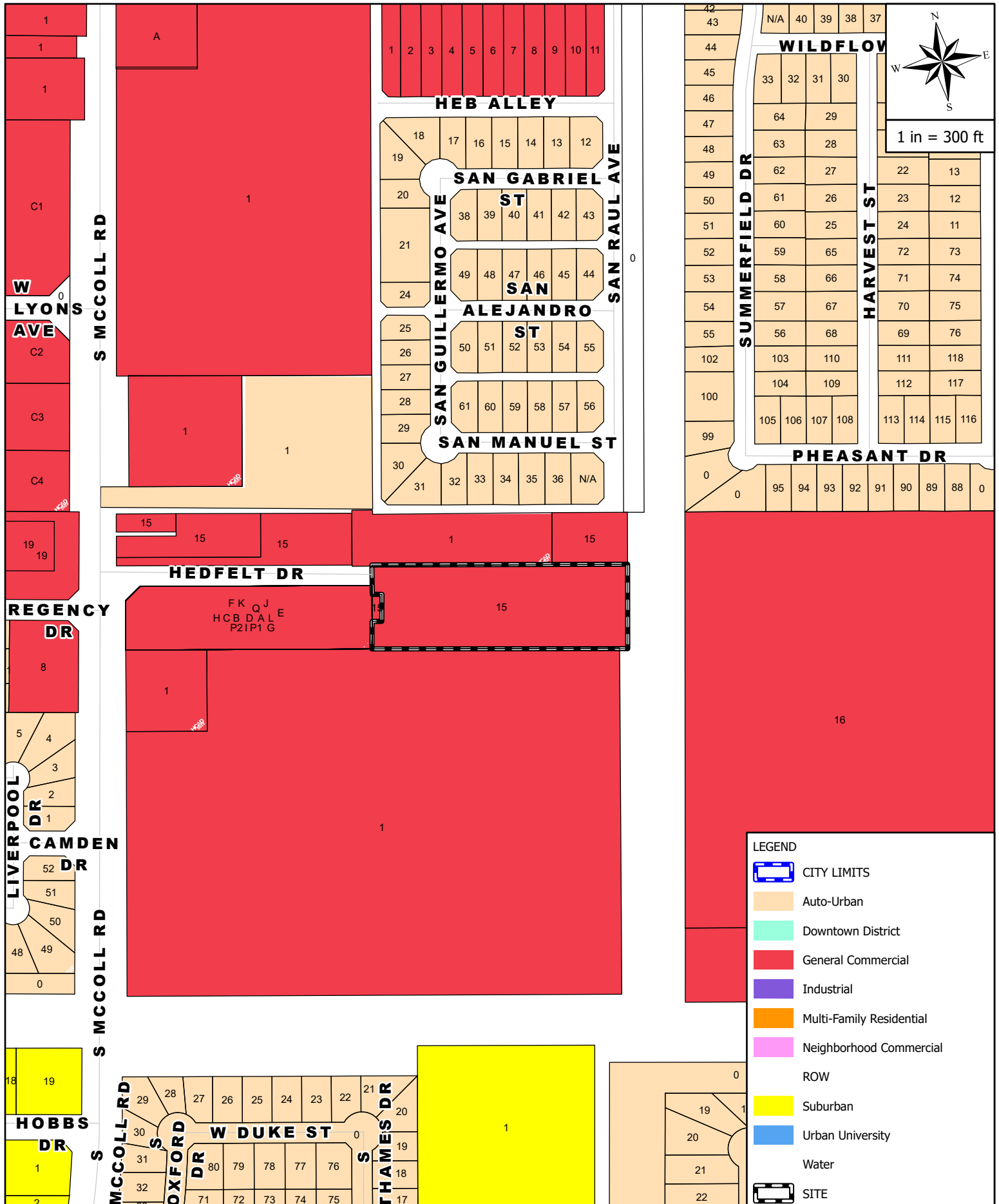
**AERIAL MAP**  
2698 HEDFELT DR



**ZONING MAP**

2698 HEDFELT DR



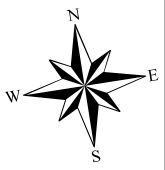
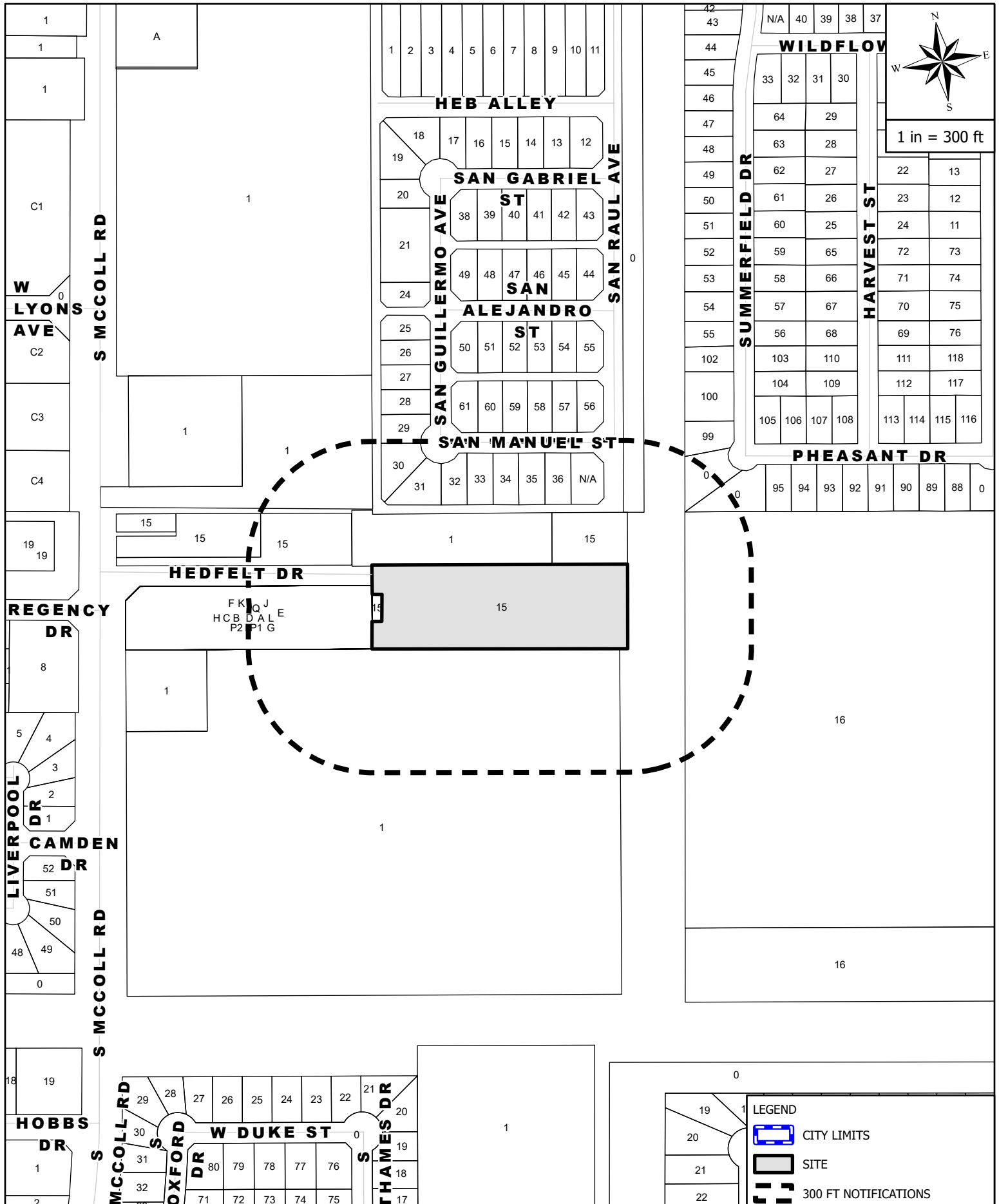


- LEGEND**
- CITY LIMITS
  - Auto-Urban
  - Downtown District
  - General Commercial
  - Industrial
  - Multi-Family Residential
  - Neighborhood Commercial
  - ROW
  - Suburban
  - Urban University
  - Water
  - SITE

**FUTURE LANDUSE MAP**




2698 HEDFELT DR





1 in = 300 ft

**LEGEND**

-  CITY LIMITS
-  SITE
-  300 FT NOTIFICATIONS

**MAILOUT AND SITE MAP**

2698 HEDFELT DR

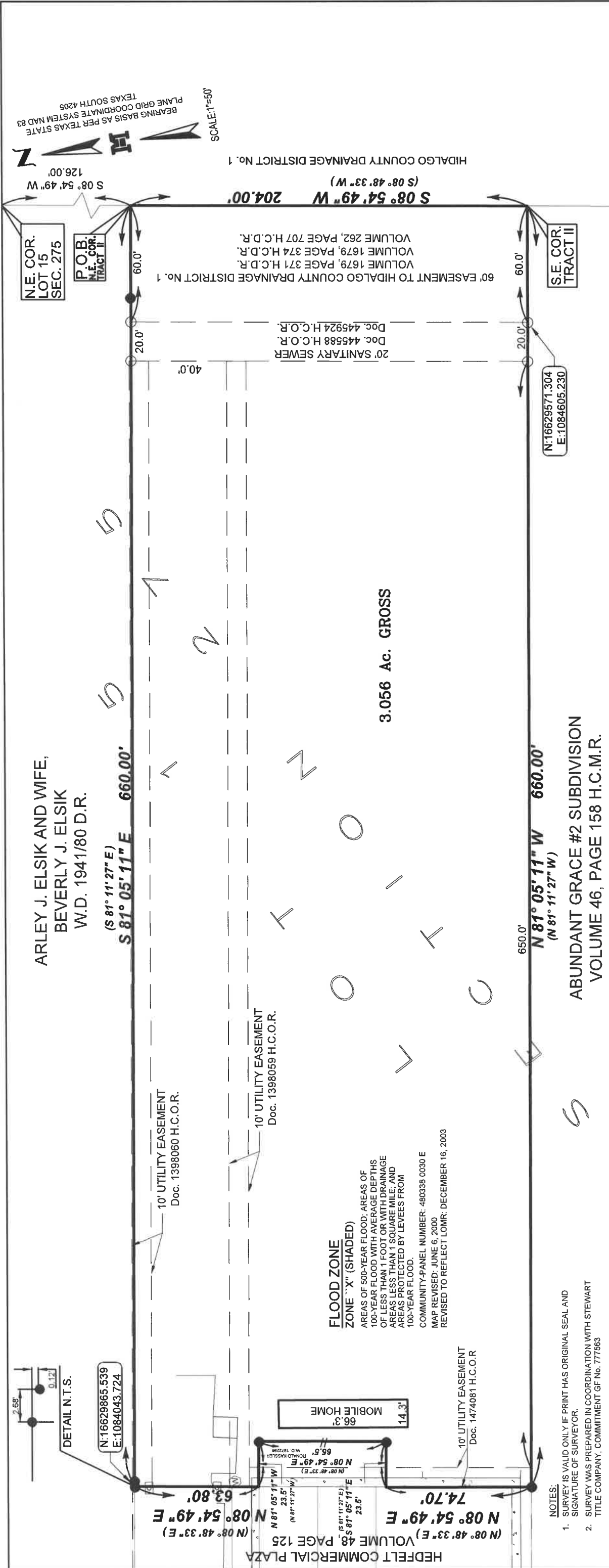




# Rezoning Request Site Photo

Melden & Hunt, Inc.  
2698 Hedfelt Drive





I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 01/19/26 UNDER MY DIRECTION AND SUPERVISION.

*Roberto N. Tamez*  
ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 03/03/2016



- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
  2. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
  3. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

**MELDEN & HUNT INC.**  
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167  
RIO GRANDE CITY, TX 78882  
PH: (956) 487-8256  
FAX: (956) 488-8591

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

BOOK T-932, PG.2  
BOOK T-931, PG.78  
BOOK T-933, PG.62-63  
DATE: 05-22-2012  
JOB No. 12005.15  
FILE NAME: 12005.15  
DRAWN BY: R.J.D.J.

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3.056 ACRES OUT OF  
 LOT 15, SECTION 275  
 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY  
 VOLUME 24, PAGES 168-171, H.C.M.R.  
 AN ADDITION TO THE CITY OF EDINBURG  
 HIDALGO COUNTY, TEXAS

ARLEY J. ELSIK AND WIFE,  
 BEVERLY J. ELSIK  
 W.D. 1941/80 D.R.

DOT LAYOUT EXHIB  
 27-35' x 86' Lots  
 1 - Common Area

HEDFELT COMMERCIAL PLAZA  
 VOLUME 48, PAGE 125

ABUNDANT GRACE #2 SUBDIVISION  
 VOLUME 46, PAGE 158 H.C.M.R.

60' EASEMENT TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
 VOLUME 1679, PAGE 374 H.C.D.R.  
 VOLUME 262, PAGE 707 H.C.D.R.

20' SANITARY SEWER  
 Doc. 445588 H.C.O.R.  
 Doc. 445924 H.C.O.R.

C.A.1

N:16629571.304  
 E:1084605.230

Parcel Area Table		
Parcel #	Sq. Ft.	Acres

**M**  
 MELDEN & HUNT INC.  
 CONSULTANTS • ENGINEERS • SURVEYORS  
 227 N. F.M. 3167  
 RIO GRANDE CITY, TX 78182  
 PH: (956) 487-8256  
 FAX: (956) 488-8591

BOOK T-932, PG.2  
 BOOK T-931, PG.78  
 BOOK T-933, PG.62-63  
 UPDATED: 05-10-2017  
 DATE: 05-22-2012  
 JOB No. 12005\_15  
 FILE NAME: 12005\_15  
 DRAWN BY: R.J.D.J.  
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM Commercial, General (CG) District TO Residential, Urban (RU) & Townhome District, BEING 3.056 Acres of Land out of Lot 15, Section 275 Texas-Mexican Railway Company's Survey, located at 2698 Hedfelt Drive, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the 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 9<sup>th</sup> day of August, 2022. Such proposed amendment is to change the zoning of all of Being 3.056 Acres of Land out of Lot 15, Section 275 Texas-Mexican Railway Company's Survey, located at 2698 Hedfelt Drive 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 June 11, 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 July 7, 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 7<sup>th</sup> day of July 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 3.056 Acres of Land out of Lot 15, Section 275 Texas-Mexican Railway Company's Survey, located at 2698 Hedfelt Drive, 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 7<sup>th</sup> day of July 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: July 7, 2026

PUBLIC HEARINGS

Agenda Item No: 8.B.

Public Hearing / Sign Variance - Melden & Hunt, Inc.

### 1. **Agenda Item:**

Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage, to Allow a Sign that Advertises or Promotes a Business, Person, Organization, Activity, Event, Location, Service, or Product Not Primarily Manufactured, Sold, or Offered in the Property Where the Sign is Situated, Being All of Lot Four (4), Amended Plat of La Sienna Development, Located at 3804 N. I-69C, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

### 2. **Description:**

The applicant is requesting a variance to the Unified Development Code Section 4.305(B10) as it applies to signs. The sign in question is for the advertisement for Esperanza Homes at this location. The property is located at the east of N. Frontage Road, approximately 730 feet north of the intersection of N. Frontage Road, and E. Monte Cristo Road. The proposed sign will be located on the west side of the property. The sign is a freestanding sign that is 22 feet wide by 16 feet tall from each side face (352 square feet). The property is currently zoned Commercial, General (CG) District. Adjacent land uses are residential uses, commercial uses, and vacant land.

Staff received a Sign Variance Application for the subject property on April 15, 2026. The applicant is proposing a freestanding sign located on a vacant land that advertises or promotes a business, person, organization, activity, event, location, service, or product not primarily manufactured, sold, or offered in the property. City of Edinburg Unified Development Code does not allow for any freestanding sign to be located over any vacant land.

Article 9, Table 9.103-1 states that a variance to a sign permit must come before the Planning and Zoning Commission in the form of a public hearing. The applicant then has an opportunity for the item to be heard before City Council.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, May 15, 2026. No comments were received in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

**On May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Sign Variance Request with the condition that the sign be removed after a 12-month period from approval and that the sign be engineered to meet the required wind load ratings for the area.**

### 3. **Staff's Recommendation:**

Staff recommends denial of the Variance Request to the City's Unified Development Code. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

**Reviewed by:**

Jaime Acevedo, Director of Planning and Zoning

Tomas Reyna, Assistant City Manager

Approved - 6/5/2026

Final Approval -  
6/9/2026

**Prepared by:**

Rita Guerrero, Assistant  
Director of Planning and  
Zoning

**Attachments:**

A. City Council Agenda Packet Attachments

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 05/28/2026**  
**CITY COUNCIL –06/16/2026**  
**DATE PREPARED – 05/19/2026**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage

**APPLICANT:** Burns Brothers, LTD

**AGENT:** Melden & Hunt, Inc.

**LEGAL:** Being All of Lot Four (4), Amended Plat of La Sienna Development

**LOCATION:** Located at 3804 N. I-69C

**LOT/TRACT SIZE:** Lot 4

**CURRENT USE:** Vacant Land

**PROPOSED USE:** Commercial, General (CG) District

**EXISTING ZONING:** Commercial, General (CG) District

**ADJACENT ZONING:** North – Commercial, General (CG) District  
South – Commercial, General (CG) District  
East – Residential, Primary (RP) District  
West – Industrial, General (IG) District and Commercial, General (CG) District

**LAND USE PLAN:** Auto-Urban Uses

**PUBLIC SERVICES:** City of Edinburg Sewer and Water

**RECOMMENDATION:** Staff recommends denial of the Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage

**SIGN VARIANCE REQUEST  
MELDEN & HUNT, INC.**

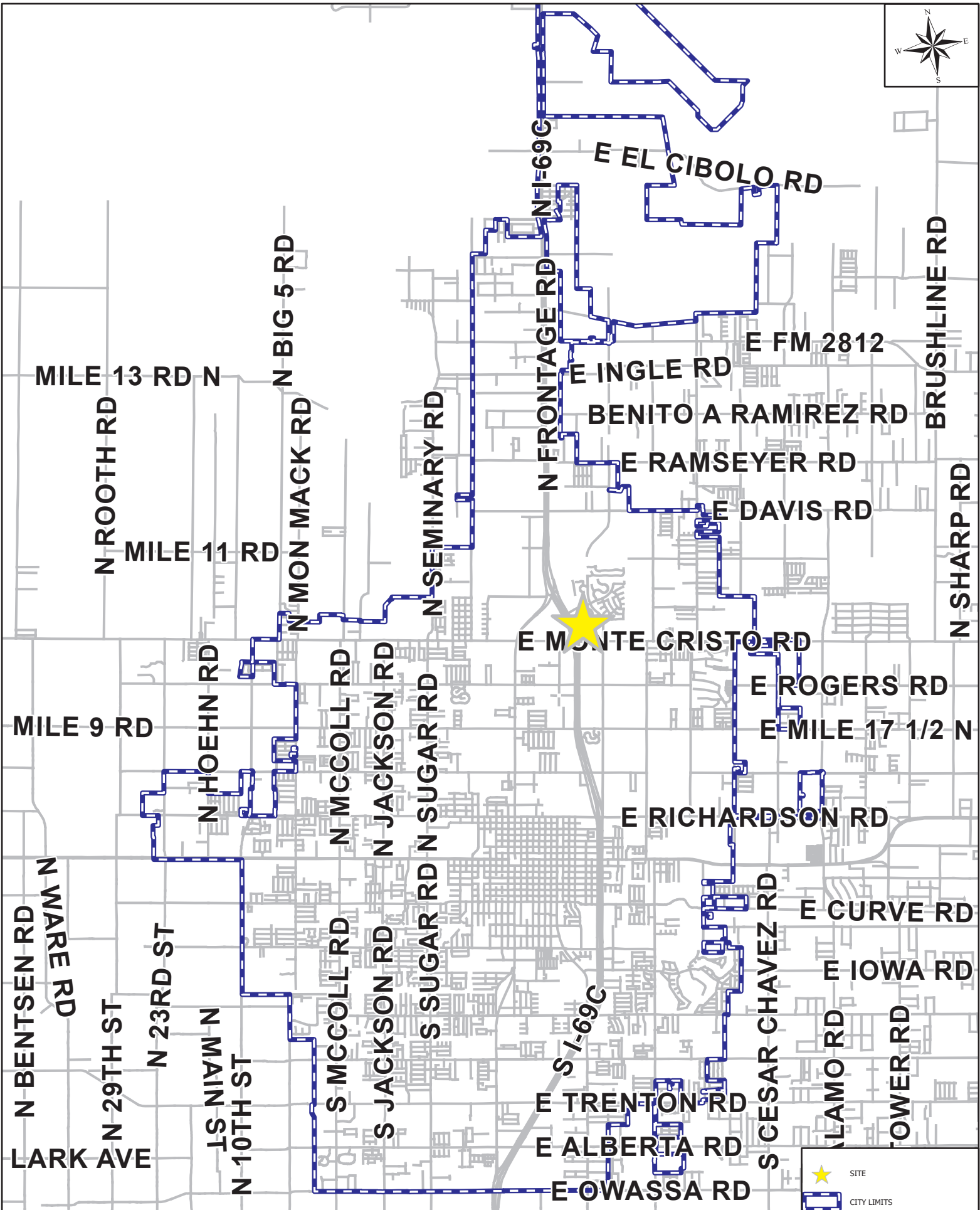
**EVALUATION**

The following is staff's evaluation of the request.

1. The sign in question is for the advertisement of Esperanza Homes at this location.
2. Based on Article 4, Section 4.305(B10), Prohibit Signage, to allow a sign that advertises or promotes a business, person, organization, activity, event, location, service, or product not primarily manufactured, sold, or offered in the property where the sign is situated.

Staff recommends denial of the Variance Request to the City's Unified Development Code. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, May 15, 2026, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

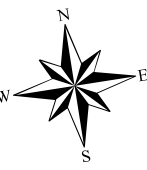
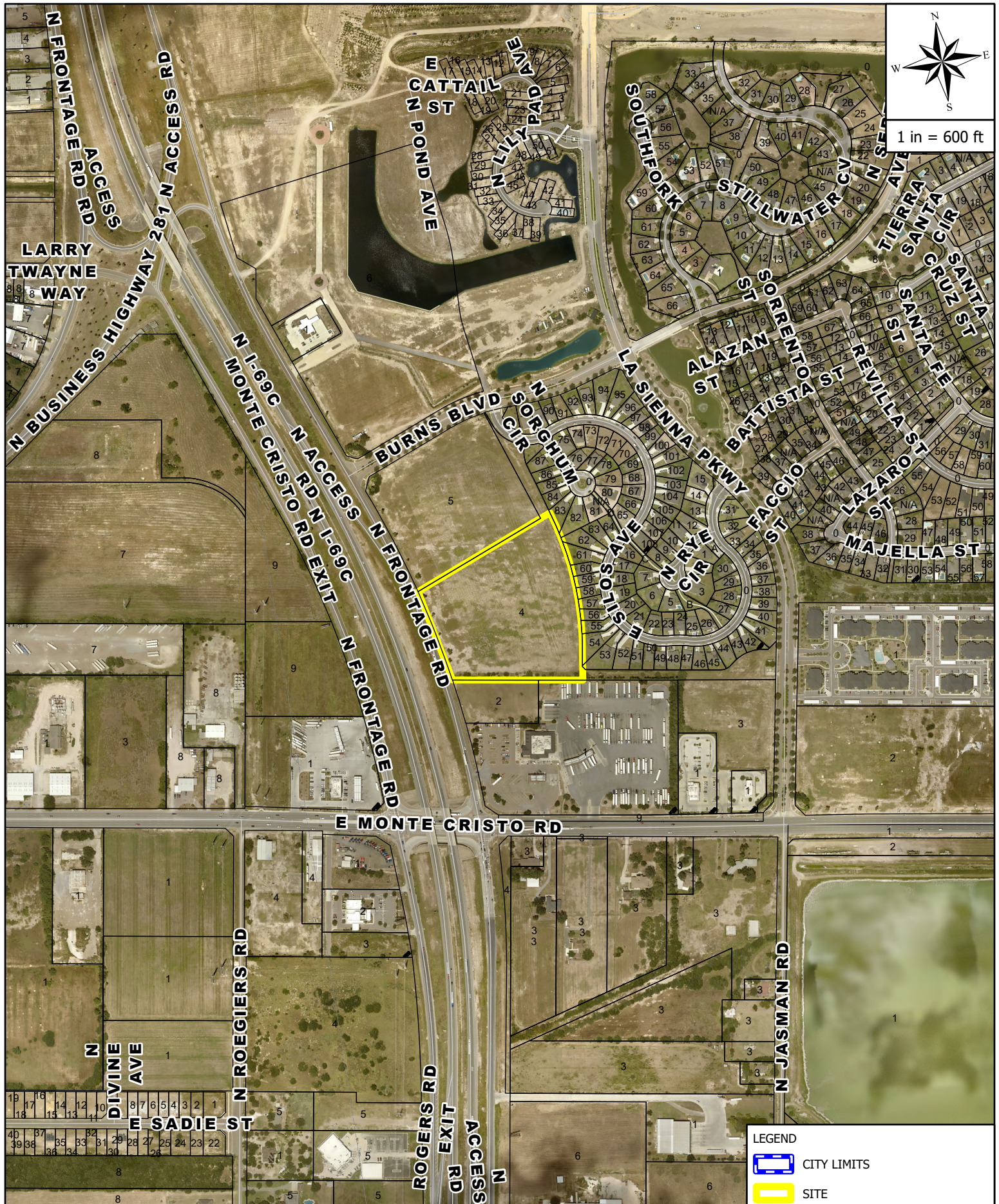


-  SITE
-  CITY LIMITS





EDINBURG NEW DEVELOPMENT MAP

3804 N I-69C



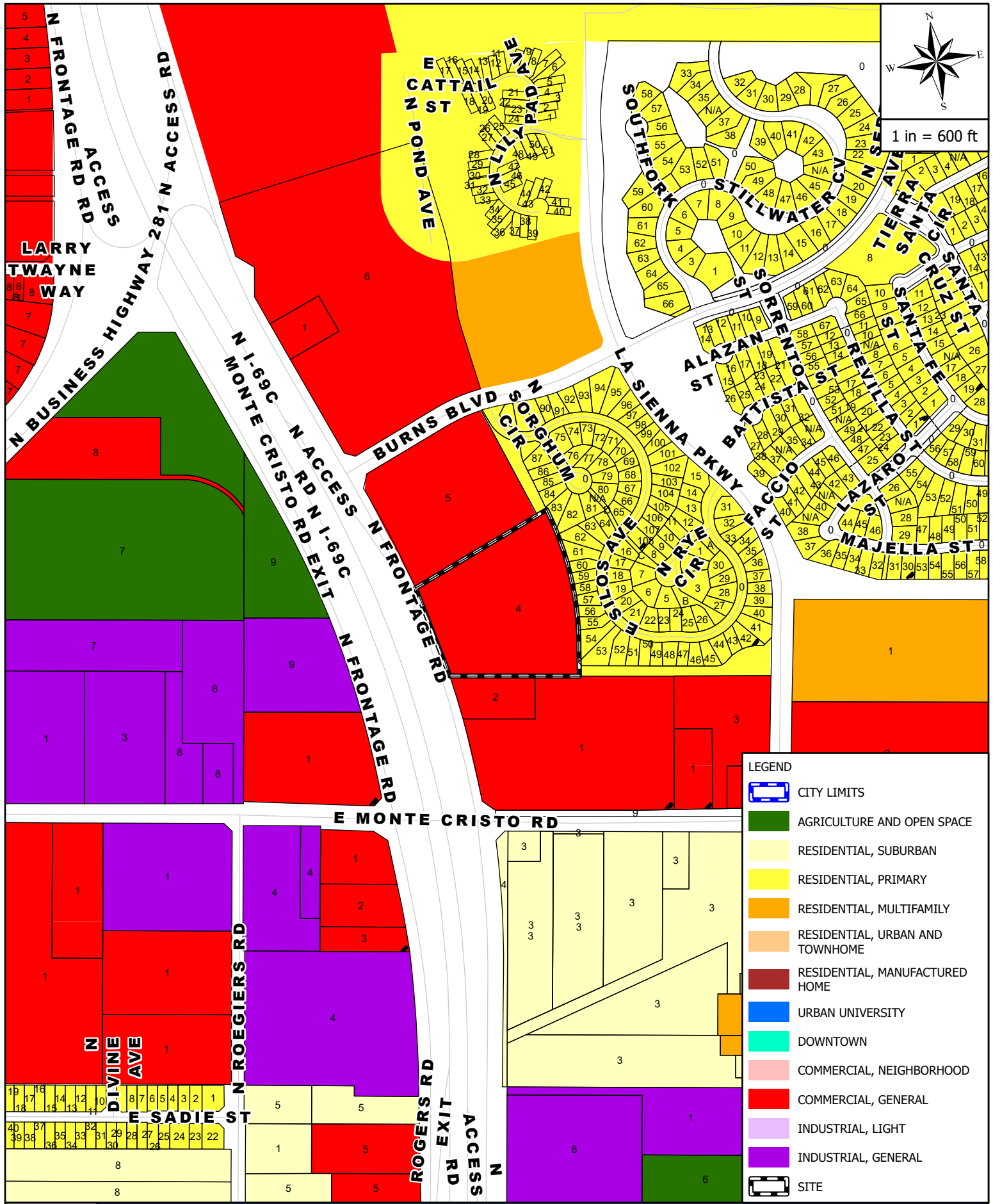
1 in = 600 ft

- LEGEND**
-  CITY LIMITS
  -  SITE



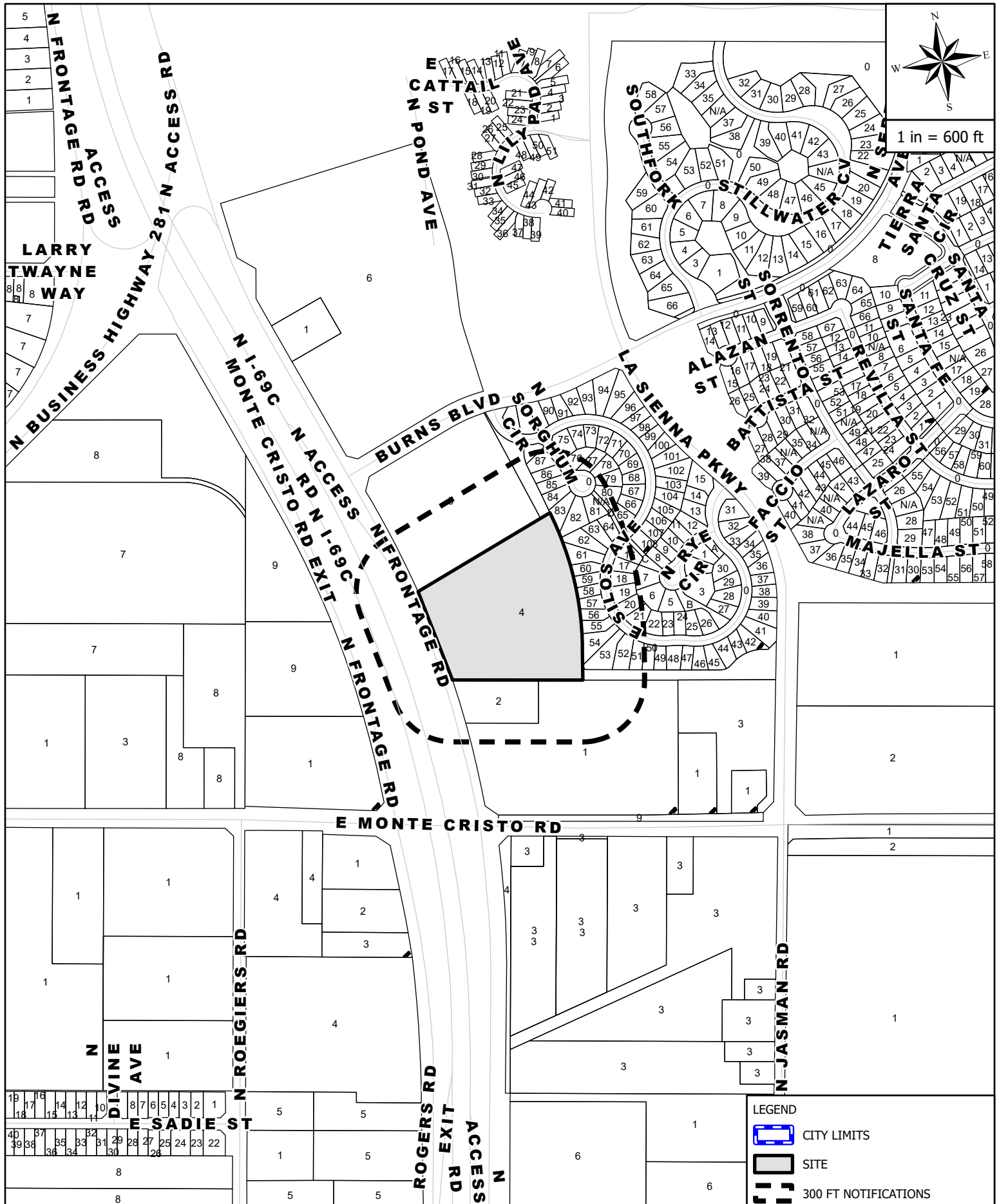
**AERIAL MAP**

3804 N I-69C







**ZONING MAP**

3804 N I-69C



1 in = 600 ft

- LEGEND**
-  CITY LIMITS
  -  SITE
  -  300 FT NOTIFICATIONS



**MAILOUT AND SITE MAP**

3804 N I-69C



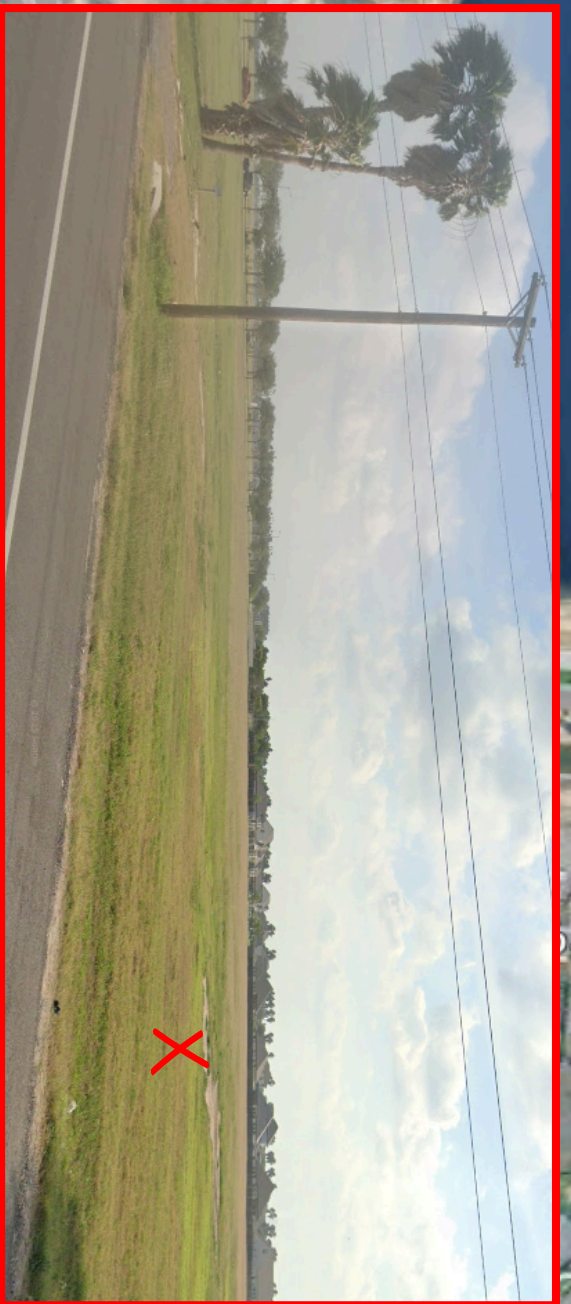
**Site Photo**  
**Melden & Hunt, Inc.**  
**3804 N I-69C**







26.33911° N, 98.14495° W



Install BTB 22X16 atstaked location off of N Expressway 281, just before E Burms Blvd

FRONT/BACK



**Sapphire at La Sienna | Villas at La Sienna**  
**Model Homes Open Daily**

**POOL • CLUBHOUSE • SPORTS COURT**

**956.275.8069**

**ESPERANZAHOMES.COM**



12"

37"

v.o.415554 v.03.20.26

Esperanza Homes - San Antonio - Corporate

XL Leader Sign

**BTB XL Leader Sign**  
 Qty: 2 (4 Faces)  
 264" x192"  
 Digital Print (Oracal)  
 w/Gloss Lam  
 on 3mm Dibond

(7) 240"x6"x6" Wooden Posts  
 (36" Below Grade)  
 w/Wooden Subframe  
 Painted 1 Color

SET IN CONCRETE FOR STABILITY

**PAINT**

WHITE  
 GLOSS

# THE CITY OF Edinburg

84

## NOTIFICATION

Dear Property Owner:

A public hearing will be held on Thursday, May 28, 2026, at 5:30 P.M. in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

**CONSIDER THE SIGN VARIANCE REQUEST TO THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, ARTICLE 4, SECTION 4.305(B10), PROHIBITED SIGNAGE, TO ALLOW A SIGN THAT ADVERTISES OR PROMOTES A BUSINESS, PERSON, ORGANIZATION, ACTIVITY, EVENT, LOCATION, SERVICE, OR PRODUCT NOT PRIMARILY MANUFACTURED, SOLD, OR OFFERED ON THE PROPERTY WHERE THE SIGN IS SITUATED, BEING ALL OF LOT FOUR (4), AMENDED PLAT OF LA SIENNA DEVELOPMENT, LOCATED AT 3804 N. I-69C, AS REQUESTED BY MELDEN & HUNT, INC.**

This is to allow the placement of a freestanding sign located on a vacant land.

This request is scheduled to be heard by the City Council on Tuesday, June 16, 2026, at 6:00 P.M. As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input, but no action or response is required. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540  
FAX: (956) 292-2080 by Wednesday, May 27, 2026  
EMAIL: [planning@cityofedinburg.com](mailto:planning@cityofedinburg.com) by Wednesday, May 27, 2026

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

In Favor/A Favor

Against/En Contra

No Comments/No Comentario

Comments: \_\_\_\_\_

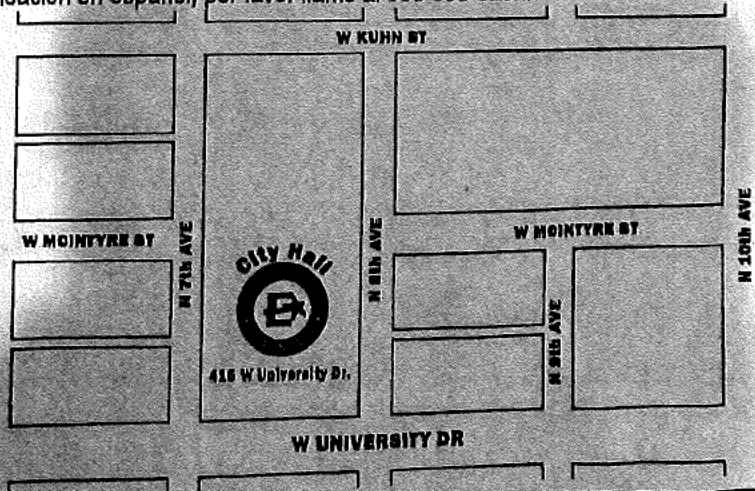
Print Name: Mark McDonald Phone No. \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## NOTIFICACIÓN

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

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





## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

PUBLIC HEARINGS

Agenda Item No: 8.C.

Public Hearing / Sign Variance - Melden & Hunt, Inc.

### 1. **Agenda Item:**

Hold Public Hearing and Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage, to Allow a Sign that Advertises or Promotes a Business, Person, Organization, Activity, Event, Location, Service, or Product Not Primarily Manufactured, Sold, or Offered in the Property Where the Sign is Situated, Being All of Lot Two (2), Amended Plat of La Sienna Development, Located at 3720 La Sienna Pkwy, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

### 2. **Description:**

The applicant is requesting a variance to the Unified Development Code Section 4.305 (B10) as it applies to signs. The sign in question is for the advertisement for Esperanza Homes at this location. The property is located at the Northeast corner of the intersection of E. Monte Cristo Road and La Sienna Pkwy. The proposed sign will be located on the south side of the property along E. Monte Cristo Road. The sign is a freestanding sign that is 22 feet wide by 16 feet tall from each side face (352 square feet). The property is currently zoned Commercial, General (CG) District. Adjacent land uses are residential uses, commercial uses, and vacant land.

Staff received a Sign Variance Application for the subject property on April 15, 2026. The applicant is proposing a freestanding sign located on a vacant land that advertises or promotes a business, person, organization, activity, event, location, service, or product not primarily manufactured, sold, or offered in the property. City of Edinburg Unified Development Code does not allow for any freestanding sign to be located over any vacant land.

Article 9, Table 9.103-1 states that a variance to a sign permit must come before the Planning & Zoning Commission in the form of a public hearing. The applicant then has an opportunity for the item to be heard before City Council.

Staff mailed a notice of the public hearing to 10 neighboring property owners on Friday, May 15, 2026. No comments were received in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 27, 2026.

**On May 28, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 5-0 to approve the Sign Variance Request with the condition that the sign be removed after a 12-month period from approval and that the sign be engineered to meet the required wind load ratings for the area.**

### 3. **Staff's Recommendation:**

Staff recommends denial of the Variance Request to the City's Unified Development Code. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

**Reviewed by:**

Jaime Acevedo, Director of Planning and Zoning

Tomas Reyna, Assistant City Manager

Approved - 6/5/2026

Final Approval -  
6/9/2026

**Prepared by:**

Rita Guerrero, Assistant  
Director of Planning and  
Zoning

**Attachments:**

A. City Council Agenda Packet Attachments

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 05/28/2026**  
**CITY COUNCIL –06/16/2026**  
**DATE PREPARED – 05/19/2026**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Consider the Sign Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage

**APPLICANT:** Burns Brothers, LTD

**AGENT:** Melden & Hunt, Inc.

**LEGAL:** Being All of Lot Two (2), Amended Plat of La Sienna Development

**LOCATION:** Located at 3720 La Sienna Pkwy

**LOT/TRACT SIZE:** Lot 2

**CURRENT USE:** Vacant Land

**PROPOSED USE:** Commercial, General (CG) District

**EXISTING ZONING:** Commercial, General (CG) District

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

**LAND USE PLAN:** Auto-Urban Uses

**PUBLIC SERVICES:** City of Edinburg Sewer and Water

**RECOMMENDATION:** Staff recommends denial of the Variance Request to the City of Edinburg Unified Development Code, Article 4, Section 4.305(B10), Prohibit Signage

**SIGN VARIANCE REQUEST  
MELDEN & HUNT, INC.**

**EVALUATION**

The following is staff's evaluation of the request.

1. The sign in question is for the advertisement of Esperanza Homes at this location.
2. Based on Article 4, Section 4.305(B10), Prohibit Signage, to allow a sign that advertises or promotes a business, person, organization, activity, event, location, service, or product not primarily manufactured, sold, or offered in the property where the sign is situated.

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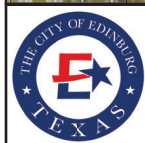




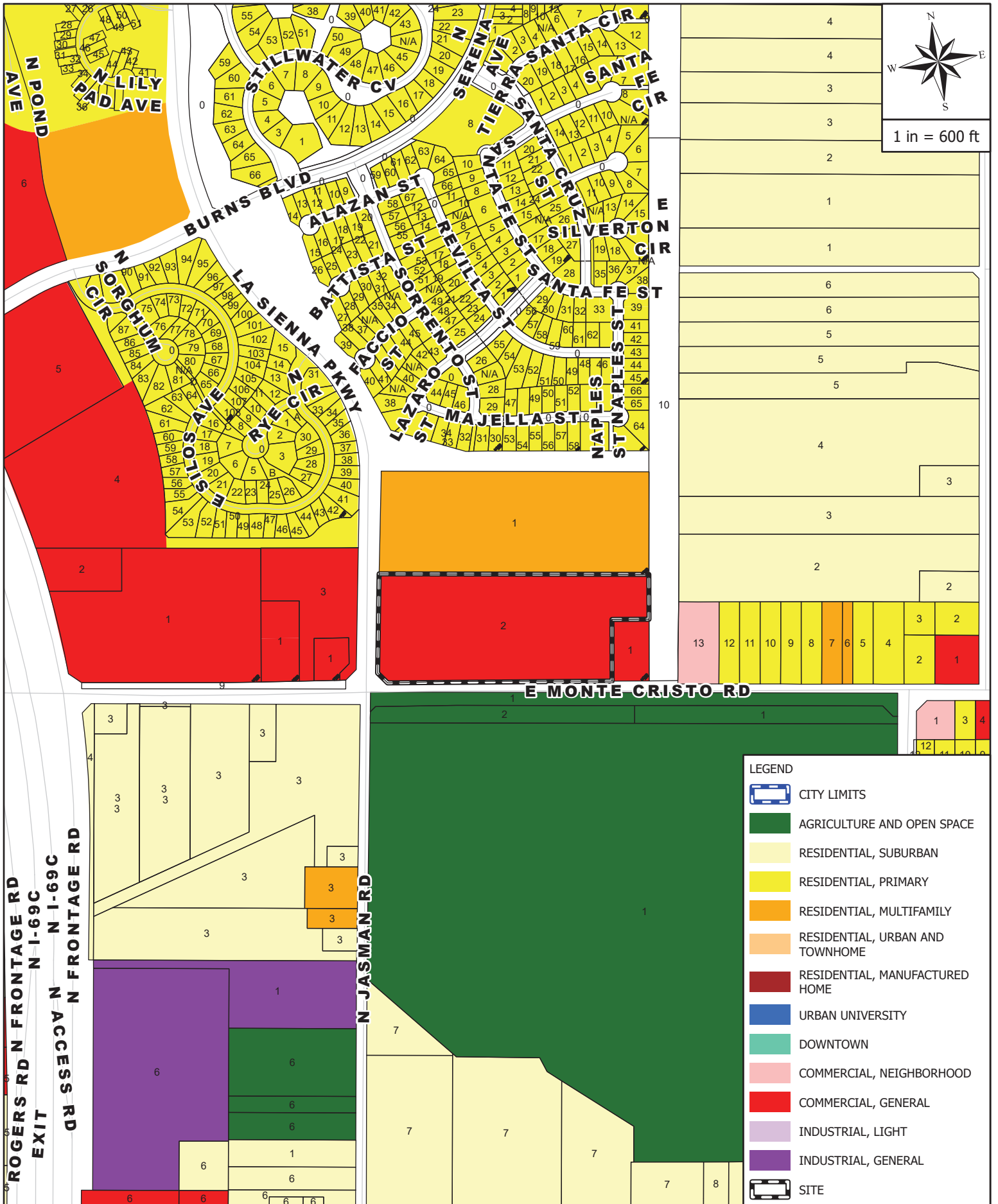
1 in = 600 ft

**LEGEND**

-  CITY LIMITS
-  SITE

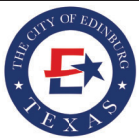


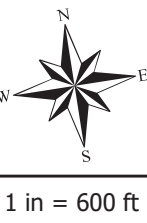
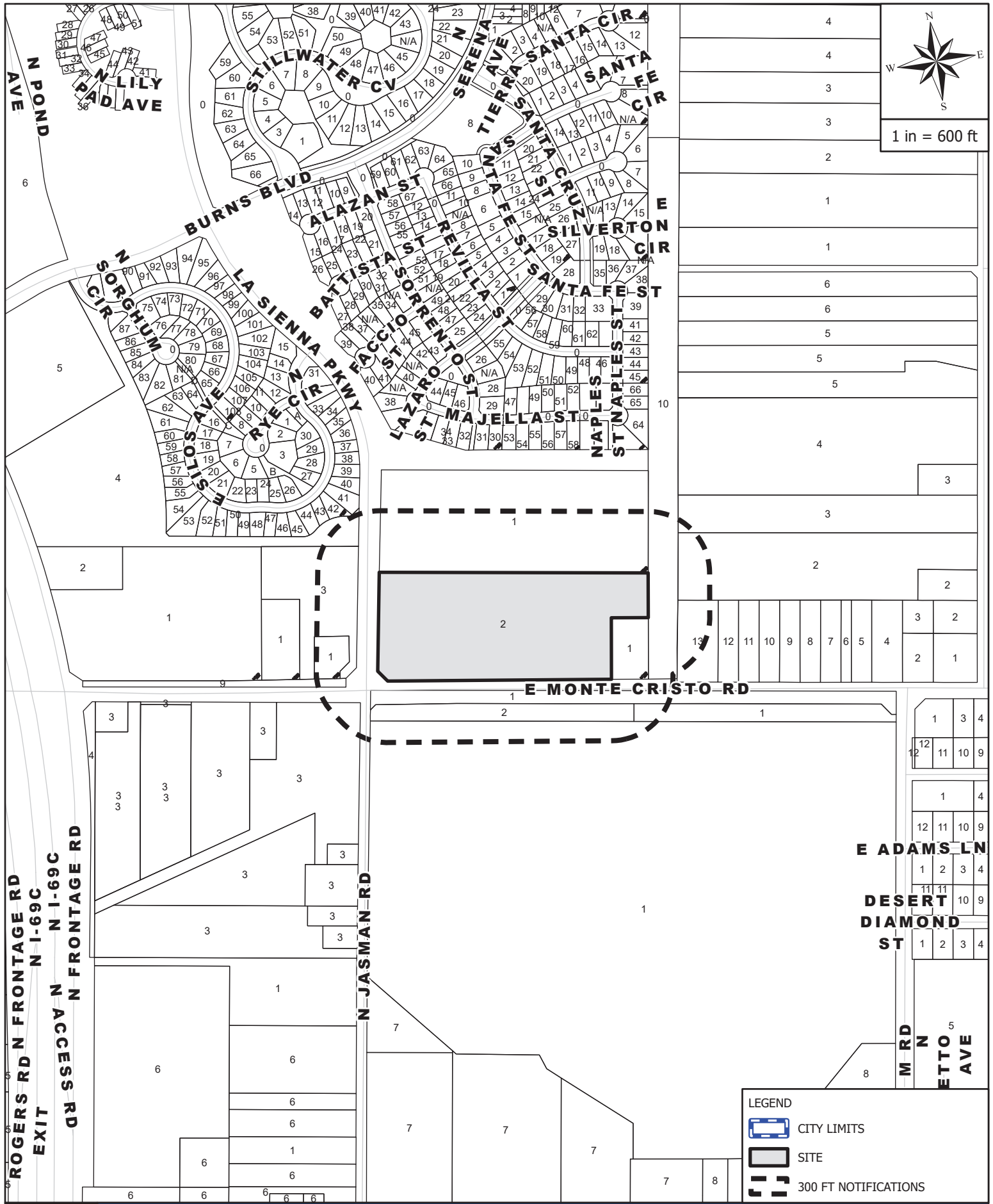
**AERIAL MAP**  
 3720 LA SIENNA PKWY






**ZONING MAP**

3720 LA SIENNA PKWY





- LEGEND**
-  CITY LIMITS
  -  SITE
  -  300 FT NOTIFICATIONS

**MAILOUT AND SITE MAP**

3720 LA SIENNA PKWY





# Variance Request Site Photo

Melden & Hunt, INC.  
3720 La Sienna Pkwy.







Install BTB 22X16 atstaked location off of E Monte Cristo Rd, just before N Jasman Rd



26°20'05.5"N 98°08'19.8"W

FRONT/BACK



**BTB XL Leader sign**  
 Qty: 2 (4 Faces)  
 264" x 192"  
 Digital Print (Oracal)  
 w/Gloss Lam  
 on 3mm Dibond

(7) 240"x6"x6" Wooden Posts  
 (36" Below Grade)  
 w/Wooden Subframe  
 Painted 1 Color

**SET IN CONCRETE FOR STABILITY**

**Sapphire at La Sienna | Villas at La Sienna**  
**Model Homes Open Daily**

**POOL • CLUBHOUSE • SPORTS COURT**

**956.275.8069**

ESPERANZAHOMES.COM



**PAINT**  
 WHITE  
 GLOSS

No. 415554 v. 03.20.26

Esperanza Homes - San Antonio - Corporate

XL Leader Sign



T. DOEBBLER  
 C. ALQUIZAR

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**CITY OF EDINBURG - CITY COUNCIL**

Meeting Date: July 7, 2026

**PUBLIC HEARINGS - ROUTINE ITEMS**

Agenda Item No: 9.A.

Proposed CDBG FY 2026-2027 Annual Action Plan Public Hearing

**1. Agenda Item:**

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

**2. Description:**

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare and submit an Annual Action Plan (AAP) in order to receive Community Development Block Grant (CDBG) funds. The AAP outlines the activities that will be undertaken with CDBG funds to meet the objectives set in the 2023-2027 Consolidated Plan. HUD released the FY 2026-2027 funding allocations on April 8, 2026.

In accordance with the Citizen Participation Plan, the Community Development Council (CDC) held a public hearing on April 22, 2026 to solicit input on the City's community development needs. Staff met with the Community Development Council on May 14, 2026 to discuss and approve the recommendations for the proposed FY 2026-2027 CDBG funding. After thorough review and discussion, the Community Development Council identified several projects for recommendation to City Council. All projects selected have been reviewed and deemed eligible by staff, in accordance with appropriate federal regulations, pending final approval from HUD. The proposed CDBG FY 2026-2027 AAP is available for public review and comment for a 30-day period, from June 10 to July 10, 2026.

The FY 2026-2027 Annual Action Plan budget is comprised of \$1,278,418 of entitlement funding, \$16,000 in program income, and \$81,031.92 in reprogramming of funds from FY 2024-2025 CDBG Program. The total combined budget is \$1,375,449.92.

**3. Staff's Recommendation:**

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as recommended by the Community Development Council.

**Reviewed by:**

Nelda Ramirez, Assistant City Manager

**Prepared by:**

Claudia Farias, Director of  
Grants Administration

**Attachments:**

A. FY 2026-2027 CDBG Executive Summary



FY 2026-2027 CDBG Allocation	\$ 1,278,418.00
Estimated Program Income	\$ 16,000.00
FY 2024-2025 Reprogrammed Funds	\$ 81,031.92
Total Anticipated Revenues	\$ 1,375,449.92
Program Administration	\$ (260,000.00)
<b>Funds Available for Projects</b>	<b>\$ 1,115,449.92</b>

DEPARTMENT	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING ALLOCATIONS APPROVED BY CDC ON MAY 14, 2026
GRANTS ADMINISTRATION	Program Administration	-	260,000.00	260,000.00
ENGINEERING	Chapin Street & Sugar Road Intersection Traffic Signal Improvements	15,945	330,000.00	-
FIRE	Hydraulic Rescue Tools for Fire Stations No. 1, No. 3 and No. 5 Project	49,260	150,000.00	150,000.00
	*Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project (approximately 20 radios)	49,260	770,000.00	213,979.92
	Brush Truck for Fire Station No. 1 (Central Station) Project	20,235	280,000.00	-
PARD	Chapin Street Hike-&-Bike Trail Restroom Construction Project	15,945	350,000.00	350,000.00
	Edinburg Municipal Park Playground Improvements	37,010	233,500.00	233,500.00
	West Park Playground Improvements & Canopy Installation Project	10,180	322,500.00	-
PUBLIC WORKS	Accessible Pedestrian Signal Infrastructure Improvements	16,330	443,500.00	-
UTILITIES	Water Meter Modernization Project	7,255	167,970.00	167,970.00
<b>TOTAL DEPARTMENTAL REQUESTS</b>			<b>3,307,470.00</b>	<b>1,375,449.92</b>

PUBLIC SERVICE AGENCY	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING ALLOCATIONS APPROVED BY CDC ON MAY 14, 2026
C.A.M.P. UNIVERSITY	C.A.M.P. University Salary Reimbursement	11	17,000.00	-
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AREA AGENCY ON AGING	Promoting Independence for Seniors	30	30,000.00	-
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AGING AND DISABILITY RESOURCE CENTER	ADRC Healthy Living & Independence Program	30	30,000.00	-
<b>TOTAL PUBLIC SERVICE REQUESTS</b>			<b>77,000.00</b>	<b>-</b>

<b>All Funding Requests Total</b>	<b>1,375,449.92</b>
Variance Pending to Fund	-

FY 2026-2027 PROPOSED SECONDARY PROJECTS				
DEPARTMENT	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING PLAN
FIRE	Brush Truck for Fire Station No. 1 (Central Station) Project	20,235	280,000.00	Secondary
PARD	West Park Playground Improvements & Canopy Installation Project	10,180	322,500.00	Secondary
ENGINEERING	Chapin Street & Sugar Road Intersection Traffic Signal Improvements	15,945	330,000.00	Secondary
PUBLIC WORKS	Accessible Pedestrian Signal Infrastructure Improvements	16,330	443,500.00	Secondary
<b>TOTAL SECONDARY FUNDING</b>			<b>1,376,000.00</b>	

FY 2025-2026 CDBG PROGRAM PROPOSED SUBSTANTIAL AMENDMENT				
DEPARTMENT	PROJECT TITLE	BENEFICIARIES	PROPOSED REALLOCATION	FUNDING PLAN
FIRE	*Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project (approximately 50 Radios)	49,260	555,942.00	Substantial Amendment No. 1

\* The Fire Department submitted a request to purchase approximately 70 portable radios in the amount of \$770,000, aligning with the department's ongoing transition to the regional radio system, enhancing interoperability with neighboring agencies, and ensuring compliance with regional communication standards. Staff recommends reallocating funds from the FY 2025-2026 Housing Assistance Program and Emergency Rental Assistance Program through Substantial Amendment No. 1 in the amount of \$556,942.00, to purchase approximately 50 radios. This will ensure timely expenditure of FY 2025-2026 funds. The remaining radios are being recommended for funding through the FY 2026-2027 Annual Action Plan.

**EXECUTIVE SUMMARY**  
**FY 2026-2027 CDBG FUNDING REQUESTS**  
**DEPARTMENTS**

PROJECT NAME	PROJECT DESCRIPTION	CDBG ELIGIBLE	BENEFICIARIES	% LOW-MOD	REQUEST AMOUNT
<b>ENGINEERING DEPARTMENT</b>					
Chapin Street & Sugar Road Intersection Traffic Signal Improvements	<p>The proposed project involves the installation of a traffic signal at the intersection of Chapin Street and Sugar Road. The location meets signal warrant criteria due to significant traffic demand, with more than 12,000 vehicles traveling through the intersection on a daily basis. The high traffic volume creates operational challenges and increases the potential for vehicle conflicts, underscoring the need for improved traffic control. The proposed installation of a traffic signal will provide an effective solution to manage traffic flow, reduce delays, and improve overall intersection safety.</p> <p>Design plans and specifications will be completed by 09/30/2026 and are being funded by the City's General Fund. Right-of-way acquisition is underway but not fully acquired. No easements or utility relocations are required for the project.</p> <p>Service Area: CT 240.01 BG1; CT 240.02 BG 1,2,3; CT 240.03 BG 1,2; 240.04 BG 1,2</p>	Yes	15,945	57.64%	\$330,000.00
<b>FIRE DEPARTMENT</b>					
Hydraulic Rescue Tools for Fire Stations No. 1, No. 3 and No. 5 Project	<p>The proposed project includes the purchase of up to three complete extrication tool sets to be deployed at Fire Stations No. 1, No. 3, and No. 5. There are two types of extrication tool sets: one is battery-powered and the other is hydraulic-powered. The battery-powered extrication set includes a spreader, cutter, ram, batteries and charging station. The hydraulic-powered set includes a hydraulic spreader, hydraulic cutter, hydraulic ram, hose with accessories, and carrying/storage equipment. The type of set purchased will vary upon Fire Station needs and compatibility. These tools will be strategically deployed in front-line apparatus located at Fire Stations No. 1, No. 3, and No. 5 to ensure rapid response coverage. By placing a complete extrication set on designated response units, firefighters are able to begin rescue operations immediately upon arrival, reducing the time required to free trapped victims. The purpose of this project is to protect life and property while providing the highest level of emergency response service.</p> <p>This project does not require the preparation of design plans and specifications, nor does it involve any additional right-of-way acquisition, easements, or utility relocations.</p> <p>Service Area Fire Station No 1: CT 239.03 BG 1-4; CT 240.01 BG1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2; Service Area Fire Station No 3: CT 236.01 BG 1-3; CT236.02 1-4; CT 237 BG 1-4; Service Area Fire Station No 5: CT235.16 BG 1-3; CT 235.17 BG 2-3; CT 235.24 CT 1,2,4; CT 235.30 BG 1,3,4.</p>	Yes	49,260	56.19%	\$150,000.00
Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project	<p>The proposed project consists of the purchase of 70 portable radios equipped with encryption capabilities to ensure secure and reliable communication across all operations. The radios will be placed at Fire Stations No. 1, No. 3, and No. 5. This project aligns with the department's ongoing transition to the regional radio system, enhancing interoperability with neighboring agencies and ensuring compliance with regional communication standards. Reliable and secure communication is a critical component of emergency response operations, ensuring that personnel can coordinate effectively during incidents and disasters.</p> <p>This project does not require the preparation of design plans and specifications, nor does it involve any additional right-of-way acquisition, easements, or utility relocations.</p> <p>Service Area Fire Station No 1: CT 239.03 BG 1-4; CT 240.01 BG1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2; Service Area Fire Station No 3: CT 236.01 BG 1-3; CT236.02 1-4; CT 237 BG 1-4; Service Area Fire Station No 5: CT235.16 BG 1-3; CT 235.17 BG 2-3; CT 235.24 CT 1,2,4; CT 235.30 BG 1,3,4</p>	Yes	49,260	56.19%	\$770,000.00

<p>Brush Truck for Fire Station No. 1 (Central Station) Project</p>	<p>The proposed project will include the purchase of a new brush truck for Edinburg Fire Station No. 1 (Central Station). This project will enhance response capability to wildland fires, grass fires, and emergency incidents in areas that are difficult to access with traditional fire apparatus. The proposed brush truck will be equipped with essential wildland firefighting equipment and tools, designed to support rapid response and early fire suppression. The project will improve operational readiness, increase firefighter safety, and strengthen the department's ability to protect lives and property. The purchase of a brush truck represents a critical investment in emergency response preparedness, ensuring the EFD has the necessary resources to effectively address wildland and brush fire incidents, while managing the safety of the public and firefighters.</p> <p>This project does not require the preparation of design plans and specifications, right-of-way or easement acquisition, or utility relocations.</p> <p>Service Area: CT 239.03 BG 1-4; CT 240.01 BG 1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2.</p>	<p>Yes</p>	<p>20,235</p>	<p>57.28%</p>	<p>\$280,000.00</p>
<p><b>PARKS &amp; RECREATION DEPARTMENT</b></p>					
<p>Chapin Street Hike-&amp;-Bike Trail Restroom Construction Project</p>	<p>The proposed project consists of improvements to the Chapin Street Hike-&amp;-Bike Trail. The scope of work includes the construction of a new public restroom, along with necessary site improvements to ensure accessibility and functionality. The new facility will serve trail users and nearby residents by providing a safe, sanitary, and ADA-compliant restroom. The project aims to enhance accessibility, support recreational use, and improve overall user experience along the trail. The project will enhance public health, support increased trail use, and improve access for all users, including low- to moderate-income households.</p> <p>There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations.</p> <p>Service Area: CT 240.01 BG1; CT 240.02 BG 1,2,3; CT 240.03 BG 1,2; 240.04 BG 1,2</p>	<p>Yes</p>	<p>15,945</p>	<p>57.64%</p>	<p>\$350,000.00</p>
<p>Edinburg Municipal Park Playground Improvements</p>	<p>The proposed project consists of improvements at Edinburg Municipal Park. The project will serve local residents, including low-to-moderate-income households, by enhancing park accessibility, safety, and recreational opportunities. The scope of work includes professional engineering services, removal of non-ADA-compliant, unsafe sidewalks and installation of new ADA-compliant walkways; removal of a 15-year-old non-ADA-compliant playscape and the installation of a new all-inclusive playscape, along with necessary site improvements to ensure safety, accessibility, and functionality for park visitors. The proposed improvements will enhance quality of life, promote outdoor recreation, and ensure equitable access to park amenities and facilities for residents.</p> <p>There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations.</p> <p>Service Area: CT 237 BG 1-4; CT 238.03 BG 2; CT 238.05 BG 3; CT 238.06 BG 1-3; CT 240.01 BG 1; CT 240.03 BG 1-2</p>	<p>Yes</p>	<p>37,010</p>	<p>53.93%</p>	<p>\$233,500.00</p>
<p>West Park Playground Improvements &amp; Canopy Installation Project</p>	<p>The proposed project consists of improvements at West Park. The project will serve local residents, including low-to-moderate-income households, by enhancing park accessibility, safety, and recreational opportunities. The scope of work includes professional engineering services, removal of non-ADA-compliant, unsafe sidewalks and installation of new ADA-compliant walkways; removal of a 20-year-old non-ADA-compliant playscape and the installation of a new all-inclusive playscape, and the installation of a new canopy shade structure, covering approximately 600 square feet of picnic area, along with necessary site improvements to ensure safety, accessibility, and functionality for park visitors. The proposed improvements will enhance quality of life, promote outdoor recreation, and ensure equitable access to park amenities and facilities for residents.</p> <p>There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations.</p> <p>Service Area: CT 237 BG 2-3; CT 239.03 BG 1-4; CT 238.05 BG 1,3; CT 240.01 BG 1</p>	<p>Yes</p>	<p>10,180</p>	<p>57.61%</p>	<p>\$322,500.00</p>

<b>PUBLIC WORKS DEPARTMENT</b>					
Accessible Pedestrian Signal Infrastructure Improvements	<p>The proposed project includes removal of existing deteriorated and outdated pedestrian signals that do not meet current ADA or safety standards and installation of new ADA-compliant pedestrian signal infrastructure at CDBG eligible intersections. Improvements will include various ADA-compliant pedestrian signal features to improve public safety and equitable mobility.</p> <p>Design plans or specifications are not applicable to this project. The proposed scope of work does not include funding for professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations.</p> <p>Service Area: CT 236.01 BG 2; CT 237 BG 2-3; CT 239.03 BG 1-4; CT 239.07 BG 1-2; BG 239.08 BG1; CT 240.01 BG 1; 240.02 BG 3</p>	Yes	16,330	54.59%	\$443,500.00
<b>UTILITIES DEPARTMENT</b>					
Water Meter Modernization Project	<p>The proposed project will replace existing residential water meters with smart water meters throughout eligible low-to-moderate income locations within the City's authorized water service area. These upgraded meters will provide more accurate readings, identify potential leaks, and support overall water conservation efforts. The smart meters will also improve the reliability and efficiency of water service. All work will take place within existing meter boxes, with no ground disturbance required.</p> <p>Design plans or specifications are not applicable to this project. The proposed scope of work does not include funding for professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations.</p> <p>Service Area: CT 236 BG 1-3; CT 240.01 BG 1; CT 240.02 BG 2</p>	Yes	7,255	61.54%	\$167,970.00
<b>TOTAL DEPARTMENTAL REQUESTS</b>					<b>\$3,047,470.00</b>

**EXECUTIVE SUMMARY**  
**FY 2026-2027 CDBG FUNDING REQUESTS**  
**PUBLIC SERVICE AGENCIES**

ENTITY	PROJECT DESCRIPTION	CDBG ELIGIBLE	BENEFICIARIES	REQUEST AMOUNT
<b>C.A.M.P. University</b>	<p>The proposed project provides 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.</p> <p>Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers.</p>	Yes	11	\$17,000.00
<b>Lower Rio Grande Valley Development Council (LRGVDC) - Area Agency on Aging (AAA)</b>	<p>The proposed project will provide assistance for individuals 62+ who lack financial services, with assistance in obtaining necessary health-related items such as medications, nutritional supplements, diabetic supplies, safety equipment, and other minor health support items that are not fully covered by insurance or other programs. Additionally, the program will also provide homemaker services that will include limited home assistance such as light housekeeping, and meal preparation for individuals who are unable to complete tasks on their own due to age, disability or health limitations.</p>	Yes	30	\$30,000.00
<b>Lower Rio Grande Valley Development Council (LRGVDC) - Aging and Disability Resource Center (ADRC)</b>	<p>The proposed project will assist individuals with disabilities and seniors aged 62+ by facilitating access to approved health-related items or coordinating supportive services to a total of 30 eligible individuals with assistance valued up to \$1,000 per program year.</p>	Yes	30	\$30,000.00
<b>TOTAL PUBLIC SERVICE AGENCY REQUESTS</b>				<b>\$77,000.00</b>

**CITY OF EDINBURG  
GRANTS ADMINISTRATION DEPARTMENT  
CDBG REPROGRAMMED FUNDS REPORT  
FISCAL YEAR ENDING SEPTEMBER 30, 2025**

AVAILABLE FUNDS FOR REPROGRAMMING			
PROJECT NAME	ORIGINAL BUDGET	PROJECT EXPENDITURES	REMAINING BALANCE
Program Administration - FY 2024-2025 (50th)	\$ 220,000.00	\$ 177,195.20	\$ 42,804.80
Housing Administration - FY 2024-2025 (50th)	\$ 44,500.00	\$ 40,311.47	\$ 4,188.53
Children's Advocacy Center of Hidalgo County - FY 2024-2025 (50th)	\$ 20,000.00	\$ 14,806.34	\$ 5,193.66
Comfort House - FY 2024-2025 (50th)	\$ 3,000.00	\$ 445.51	\$ 2,554.49
Emergency Rental Assistance Program - FY 2024-2025 (50th)	\$ 50,000.00	\$ 49,995.40	\$ 4.60
Housing Rehab/Recon Assistance Program - FY 2024-2025 (50th)	\$ 354,959.60	\$ 338,258.00	\$ 16,701.60
Unappropriated Entitlement Funds - FY 2024-2025 (50th)			\$ 10,534.24
Total			\$ 81,981.92

PROPOSED PROGRAMMING OF AVAILABLE FUNDS	
PROJECT NAME	AMOUNT
Reprogram with FY 2026-2027 Annual Action Plan	\$ 81,981.92
Total	
	\$ 81,981.92



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

### PUBLIC HEARINGS - ROUTINE ITEMS

Agenda Item No: 9.B.

Comprehensive Plan Amendment and Rezoning Request - O'Reilly  
Auto Enterprises, LLC.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being 0.918 Acre Parcel Out of Lot Six (6), Block One (1), Santa Cruz Gardens, Unit No. Two (2), Located at 1225 E. F.M. 2812, as Requested by O'Reilly Auto Enterprises, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**

This property is located at the north side of E. F.M. 2812, approximately 900 feet west of the intersection of N. Jasman Road and E. F.M. 2812. 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. The property was annexed into the City of Edinburg on February 3, 2026. This property has a total frontage of 200 feet along E. F.M. 2812 and a lot depth of 200 feet for a total area of 0.918 acres. Currently, the property is a vacant land. The applicant wants to utilize the property to build an O'Reilly Auto Parts retail store.

Adjacent properties currently are outside the City Limits of Edinburg, therefore, no zoning is in place. Surrounding land uses consist of vacant land and agriculture land. The Future Land Use designation for this property is for Suburban Uses.

Staff mailed a notice of the public hearing to one (1) neighboring property owner on Friday, May 29, 2026. One comment in favor and no comment against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 17, 2026.

On June 3, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that the infrastructure will support the proposed development.

**On June 11, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 4-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.**

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Suburban 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

Approved - 6/25/2026

Final Approval -  
6/25/2026

**Prepared by:**

Eduardo Huerta, Planner II

**Attachments:**

- A. City Council Packet Attachment
- B. Ordinance (1)

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 06/11/2026**  
**CITY COUNCIL – 07/07/2026**  
**DATE PREPARED – 06/01/2026**

**STAFF REPORT**  
**GENERAL INFORMATION**

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

**APPLICANT:** Blake J. Box

**AGENT:** O’Reilly Auto Enterprises, LLC.

**LEGAL:** Being 0.918 Acre Parcel out of lot Six (6), Block One (1), Santa Cruz Gardens, Unit No. Two (2).

**LOCATION:** Located at 1225 E. F.M. 2812

**LOT/TRACT SIZE:** 0.918 Acres

**CURRENT USE:** Vacant land

**PROPOSED USE:** Commercial, General (CG) District

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

**ADJACENT ZONING:** North – Outside City Limits of Edinburg  
South – Outside City Limits of Edinburg  
East – Outside City Limits of Edinburg  
West – Outside City Limits of Edinburg

**LAND USE PLAN:** Suburban Uses

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

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

**COMPREHENSIVE PLAN AMENDMENT  
REZONING REQUEST  
O'REILLY AUTO ENTERPRISES, LLC.**

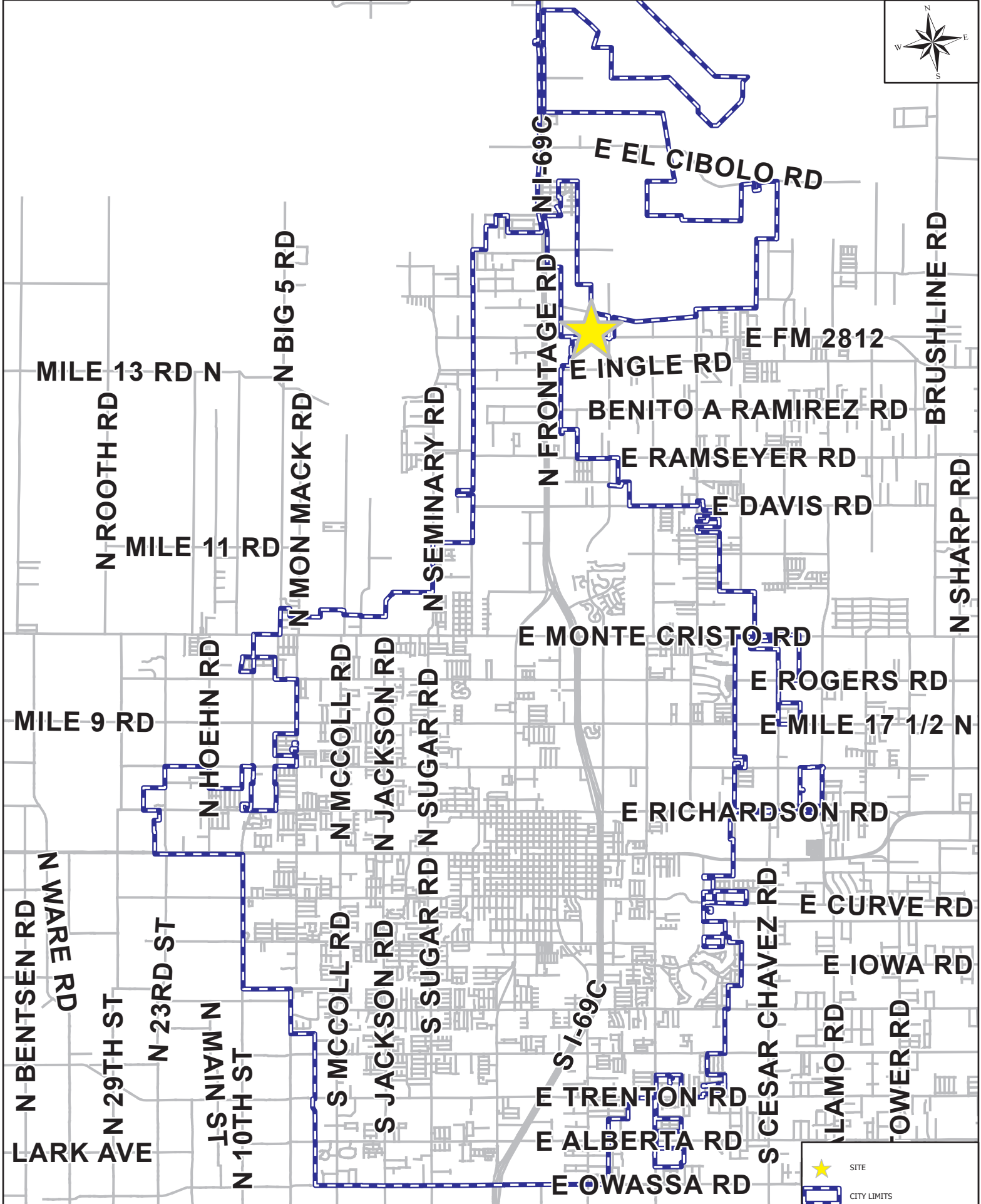
**EVALUATION**

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

1. The property is currently a vacant land.
2. Surrounding land consists of vacant land and agriculture land.
3. The proposed zoning is not consistent with the Future Land Use Plan.



Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to 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.

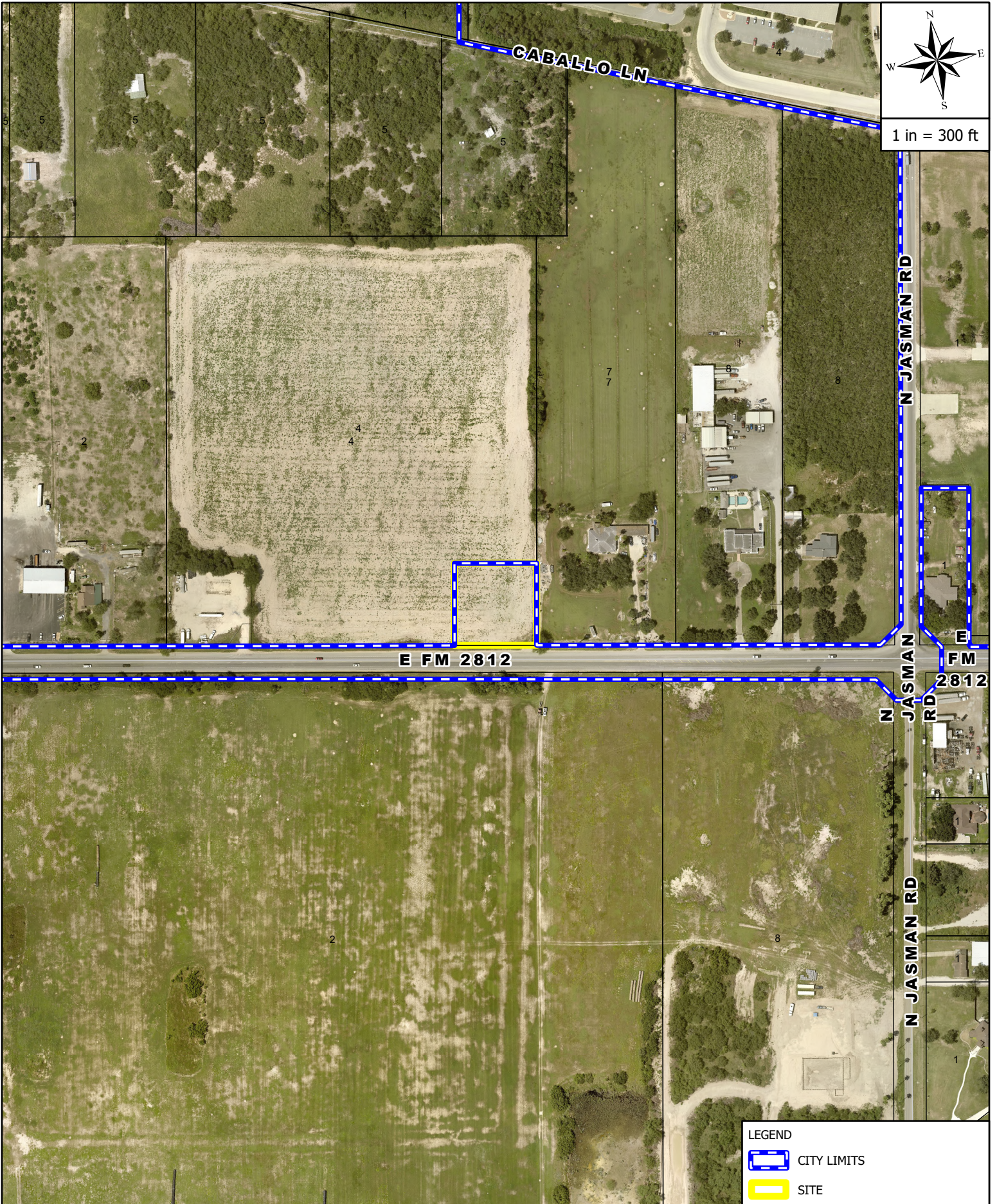
Staff mailed a notice of the public hearing to 1 neighboring property owners on Friday, May 29, 2026. One comment in favor and no comment against had been received at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 17, 2026.



**EDINBURG NEW DEVELOPMENT MAP**



1225 E FM 2812

-  SITE
-  CITY LIMITS



1 in = 300 ft

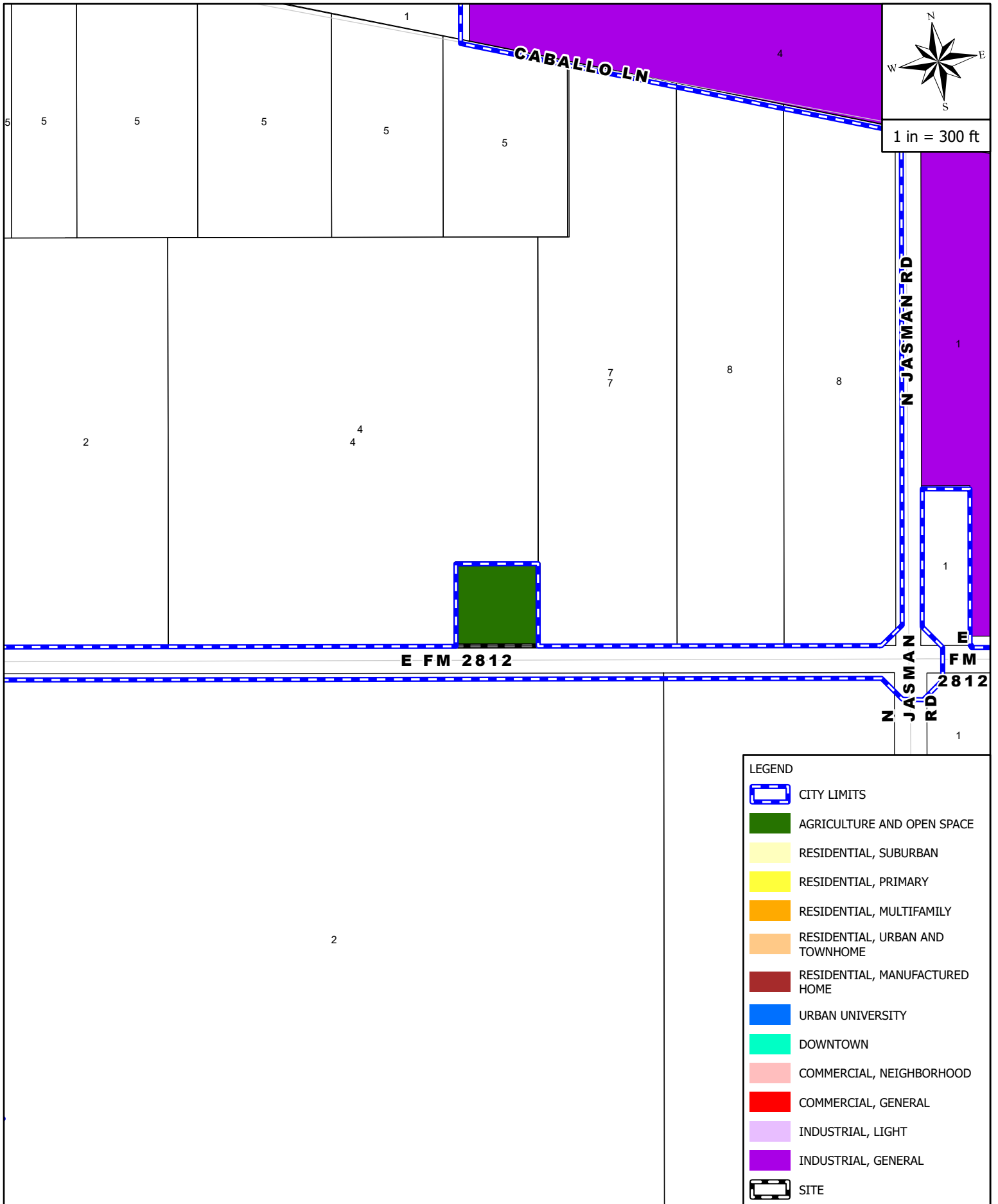
**LEGEND**















-  CITY LIMITS
-  SITE



**AERIAL MAP**

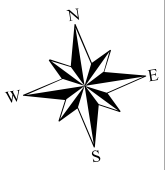
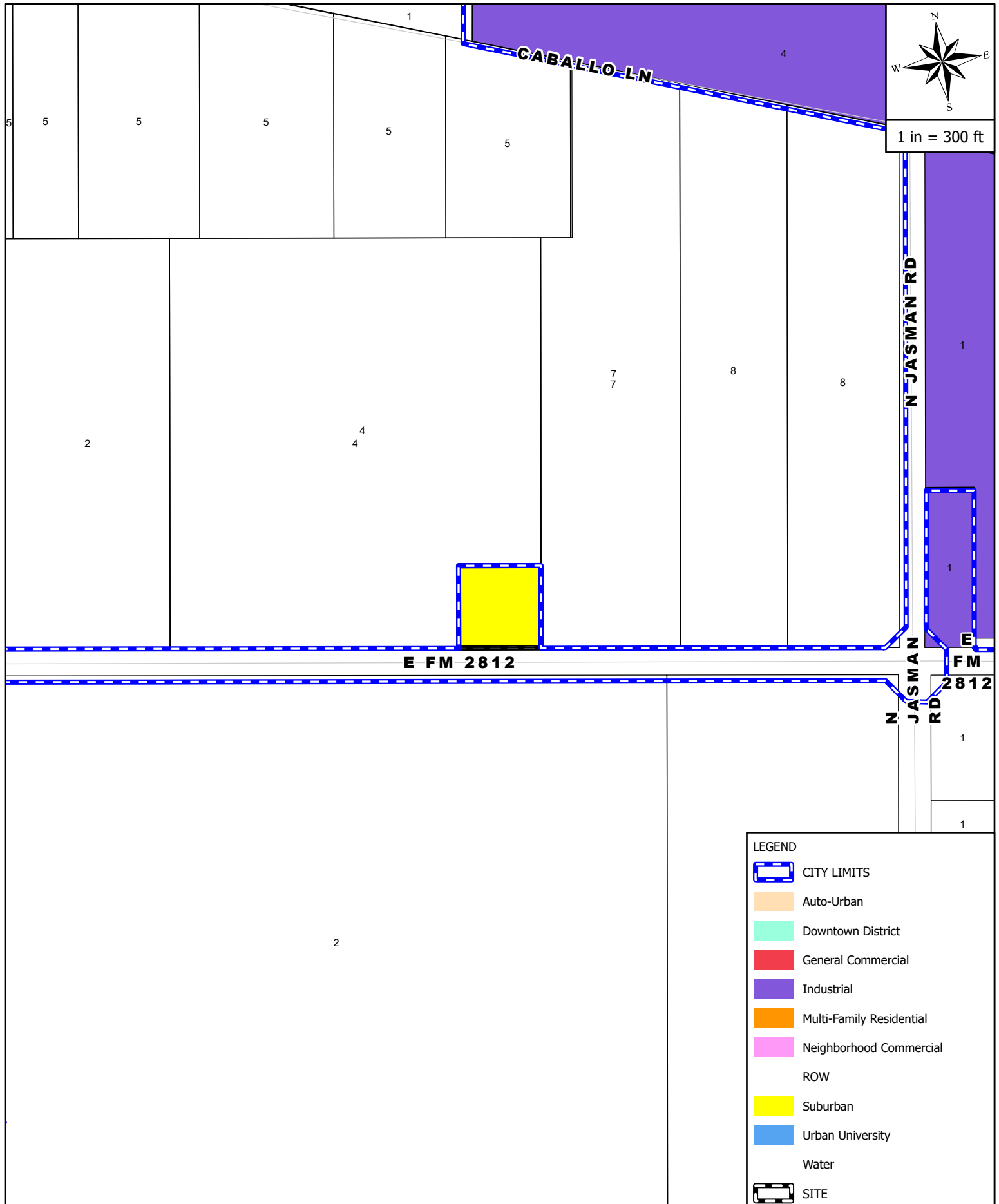
1225 E FM 2812



- 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**  
1225 E FM 2812



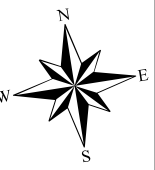
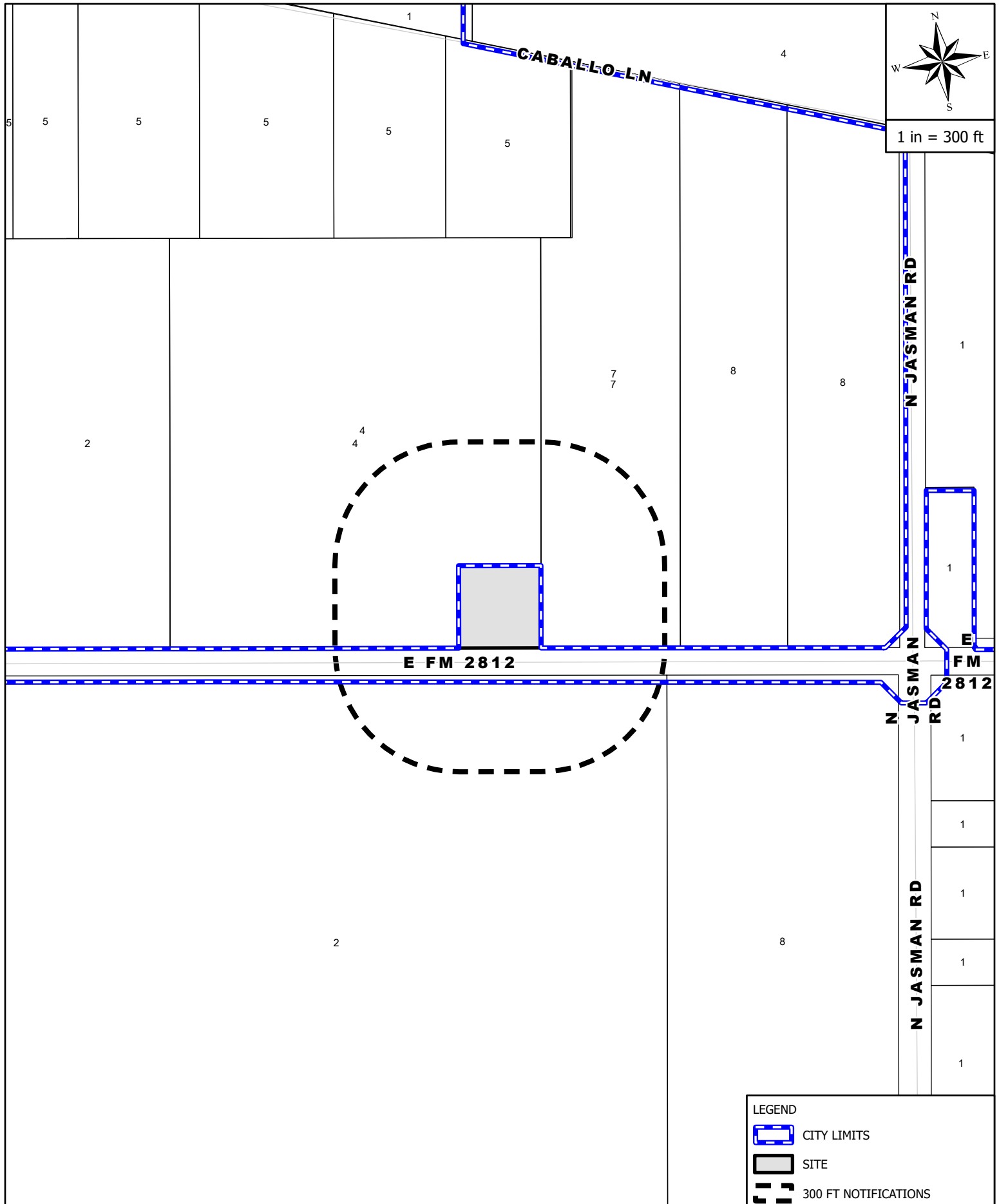
1 in = 300 ft

- LEGEND**
- CITY LIMITS
  - Auto-Urban
  - Downtown District
  - General Commercial
  - Industrial
  - Multi-Family Residential
  - Neighborhood Commercial
  - ROW
  - Suburban
  - Urban University
  - Water
  - SITE






**FUTURE LANDUSE MAP**

1225 E FM 2812



1 in = 300 ft

**LEGEND**

-  CITY LIMITS
-  SITE
-  300 FT NOTIFICATIONS



**MAILOUT AND SITE MAP**

1225 E FM 2812



# Rezoning Request Site Photo

O'Reilly Auto Enterprises, LLC

1225 E. F.M. 2812



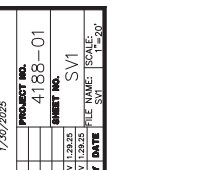
DRAWN	ELE. 01.2025	CHECKED	AVL. 01.2025
DISTURBED	DATE	PROJECT	DATE
APPROVED	DATE	PROJECT	DATE

**O'REILLY AUTO ENTERPRISES, LLC**  
**HIDALGO COUNTY, TEXAS**



**ALTANSPS LAND TITLE SURVEY**  
**PART OF A.P.N. 277850**  
**SANTA CRUZ GARDENS, UNIT NO. 2**

PROJECT NO.	4188-01
SHEET NO.	SV1
DATE	1/20/2025
BY	DATE
REVISION	DATE
NO.	DATE



DATE OF PLAT OR MAP: January 10, 2025  
 Surveyor's Signature

1. BASIS OF BEARING: CONSIDERED AS BEING NORTH 82°30'00" EAST ALONG THE ADJACENT PROPERTY TO THE SOUTH. THE BEARING AND DISTANCE ARE SHOWN ON THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, VOLUMES 8, PAGES 28-29 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. THIS SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT, CHAPTER 161, ACTS, PASSED SEPTEMBER 11, 1909, AND THE RULES AND REGULATIONS THEREUNDER, AND THE SURVEYOR'S BEST KNOWLEDGE, BELIEF AND FAITHFUL REPRESENTATION OF THE FACTS ACCURATELY SHOWN.

3. THE BEARING AND DISTANCE ARE SHOWN ON THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, VOLUMES 8, PAGES 28-29 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

4. FEDERAL FLOODPLAIN MAPS, 40034025Z, WITH REVISION DATE OF JUNE 4, 2003, AND A FLOOD ZONE OF SPECIAL FLOOD HAZARD AREA ARE SHOWN ON THIS SITE AS BEING WITHIN ZONE AE (SPECIAL FLOOD HAZARD AREA). FLOOD ELEVATION = 86.63 FEET (NAVD83 CONVERTED) OR 86.00 FEET (NAVD83).

5. UTILITY LOCATIONS: UTILITY LOCATIONS SHOWN ARE PER OBSERVED. PRIVATE UTILITY LOCATIONS SHOWN ARE PER THE RECORDS OF THE UTILITY PROVIDERS. UTILITY LOCATIONS WERE PROVIDED BY THE UTILITY PROVIDERS (ELECTRIC, GAS, WATER AND SANITARY SEWER). UTILITY LOCATIONS WERE PROVIDED BY THE UTILITY PROVIDERS (ELECTRIC, GAS, WATER AND SANITARY SEWER). UTILITY LOCATIONS WERE PROVIDED BY THE UTILITY PROVIDERS (ELECTRIC, GAS, WATER AND SANITARY SEWER).

6. SANITARY SEWER: SANITARY SEWER LINES SHOWN ARE PER INFORMATION OBTAINED FROM THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. SANITARY SEWER LINES SHOWN ARE PER INFORMATION OBTAINED FROM THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. SANITARY SEWER LINES SHOWN ARE PER INFORMATION OBTAINED FROM THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES.

7. GAS: EXISTING UNDERGROUND GAS LINE INFORMATION SHOWN IS PER OBSERVED. EXISTING UNDERGROUND GAS LINE INFORMATION SHOWN IS PER OBSERVED. EXISTING UNDERGROUND GAS LINE INFORMATION SHOWN IS PER OBSERVED.

8. STORM DRAIN: AN OPEN DITCH & ASSOCIATED 12" CONCRETE PIPE DRAIN ON THE NORTH SIDE OF FM 2912.

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

10. ROADWAY DATA: FM 2912 IS CONSIDERED TO BE A STATE HIGHWAY. THE AREA OF THE ROADWAY HAS BEEN ANNEXED INTO LINDSEY, TEXAS. THE ASPHALT PAVING SURFACE IS IN GOOD CONDITION. SPEED LIMIT FOR F.M. STATIONING IS BASED ON RIGHT OF WAY DIMENSIONS FOR PRODUCT NO. 1000000000. THE ROADWAY DATA IS BASED ON THE RECORDS OF HIDALGO COUNTY, TEXAS. THE RECORDS OF HIDALGO COUNTY, TEXAS.

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

12. POSSIBLE ENCUMBRANCES:  
 A. FRIED OPTIC UTILITY MARKINGS ALONG SOUTH PROPERTY LINE.  
 B. TOTAL LAND AREA SUBJECT PROPERTY: 60,000 SQ. FT. OR 0.918 ACRES ±. TOTAL AREA: 100,000 SQ. FT. OR 1.457 ACRES ±.

13. ADDRESS: 1001 EAST FM 2912, HIDALGO COUNTY, TEXAS.

SUBJECT'S CREDENTIALE  
 O'REILLY AUTO ENTERPRISES, LLC, A TEXAS LIMITED LIABILITY COMPANY, A TEXAS LIMITED LIABILITY COMPANY, A TEXAS LIMITED LIABILITY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE BY THE SURVEYOR IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT, CHAPTER 161, ACTS, PASSED SEPTEMBER 11, 1909, AND THE RULES AND REGULATIONS THEREUNDER, AND THE SURVEYOR'S BEST KNOWLEDGE, BELIEF AND FAITHFUL REPRESENTATION OF THE FACTS ACCURATELY SHOWN.

DATE OF PLAT OR MAP: January 10, 2025  
 Surveyor's Signature

CURRENT ZONING DISTRICT: UNINCORPORATED AREA OF THE COUNTY  
 ZONING INFORMATION ACCORDING TO AN EMAIL FROM THE PLANNING DEPT. (989-318-2840).  
 PLANNING DEPT. (989-318-2840).  
 THE SUBJECT PROPERTY IS LOCATED WITHIN THE CITY OF LINDSEY, TEXAS.  
 (NO CONTRACT PROVIDED)  
 (NO CONTRACT PROVIDED)  
 (NO CONTRACT PROVIDED)

TITLE COMMITMENT: THE TITLE COMMITMENT WAS PROVIDED BY THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. THE TITLE COMMITMENT WAS PROVIDED BY THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. THE TITLE COMMITMENT WAS PROVIDED BY THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES.

RECORD OWNER: THE RECORD OWNER IS THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. THE RECORD OWNER IS THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES. THE RECORD OWNER IS THE CITY OF LINDSEY, TEXAS, DEPARTMENT OF PUBLIC WORKS AND UTILITIES.

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM Agriculture and Open Space (AO) District TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 0.918 ACRE PARCEL OUT OF LOT SIX (6), BLOCK ONE (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), LOCATED AT 1225 E. F.M. 2812, 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 9<sup>th</sup> day of August, 2022. Such proposed amendment is to change the zoning of all of Being 0.918 Acre Parcel out of lot Six (6), Block One (1), Santa Cruz Gardens, Unit No. Two (2), located at 1225 E. F.M. 2812 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 June 11, 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 July 7, 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 7<sup>th</sup> day of July 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 0.918 ACRE PARCEL OUT OF LOT SIX (6), BLOCK ONE (1), SANTA CRUZ GARDENS, UNIT NO. TWO (2), LOCATED AT 1225 E. F.M. 2812, 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 Suburban 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 Suburban Uses in the surrounding area; and

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

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

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

**SECTION II.** The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for 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 7<sup>th</sup> day of July 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: July 7, 2026

**PUBLIC HEARINGS - ROUTINE ITEMS**

Agenda Item No: 9.C.

Rezoning Request-Ariel Abel Acuna.

**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 I, a 1.56 Acre Tract of Land Being a Portion of Lot 1, Block 36, Santa Cruz Gardens Subdivision, Unit No. 2, Located at 6705 San Francisco Drive, as Requested by Ariel Abel Acuna. [Jaime Acevedo, Director of Planning and Zoning]

**2. Description:**

This property is located along the west side of San Francisco Drive, approximately 1,200 feet south of the intersection of Benito Ramirez Road and San Francisco Drive. 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 a total frontage of 192.93 feet along San Francisco Drive and a lot depth of 316.17 feet for a total area of 1.56 acres. Currently, the property is a vacant land. The applicant wants to utilize the property for a single residential home.

Adjacent zoning is Agriculture and Open Space (AO) District to the south and west and property located to the north and east are located Outside of City of Edinburg City Limits. Surrounding land uses consist of commercial 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 seven (7) neighboring property owners on Friday, May 29, 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 June 17, 2026.

On June 3, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that upgrades to the infrastructure will be needed in this area to support the proposed development.

**On June 11, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.**

**3. Staff's Recommendation:**

Staff recommends approval of 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

Approved - 6/25/2026

**Prepared by:**

Eduardo Huerta, Planner II

Zoning  
Tomas Reyna, Assistant City Manager

Final Approval -  
6/25/2026

**Attachments:**

- A. City Council Packet Attachment
- B. Ordinance

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 06/11/2026**  
**CITY COUNCIL – 07/07/2026**  
**DATE PREPARED – 06/01/2026**

**STAFF REPORT**  
**GENERAL INFORMATION**

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

**APPLICANT:** Ariel Abel Acuna

**AGENT:** N/A

**LEGAL:** Being Tract I a 1.56 Acre Tract of Land being a portion of Lot 1, Block 36, Santa Cruz Gardens Subdivision, Unit No. 2.

**LOCATION:** Located at 6705 San Francisco Drive

**LOT/TRACT SIZE:** 1.56 Acre

**CURRENT USE:** Vacant land

**PROPOSED USE:** Residential, Primary (RP) District

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

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

**LAND USE PLAN:** Auto-Urban Uses

**PUBLIC SERVICES:** City of Edinburg Sewer and Water

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

**REZONING REQUEST  
ARIEL ABEL ACUNA**

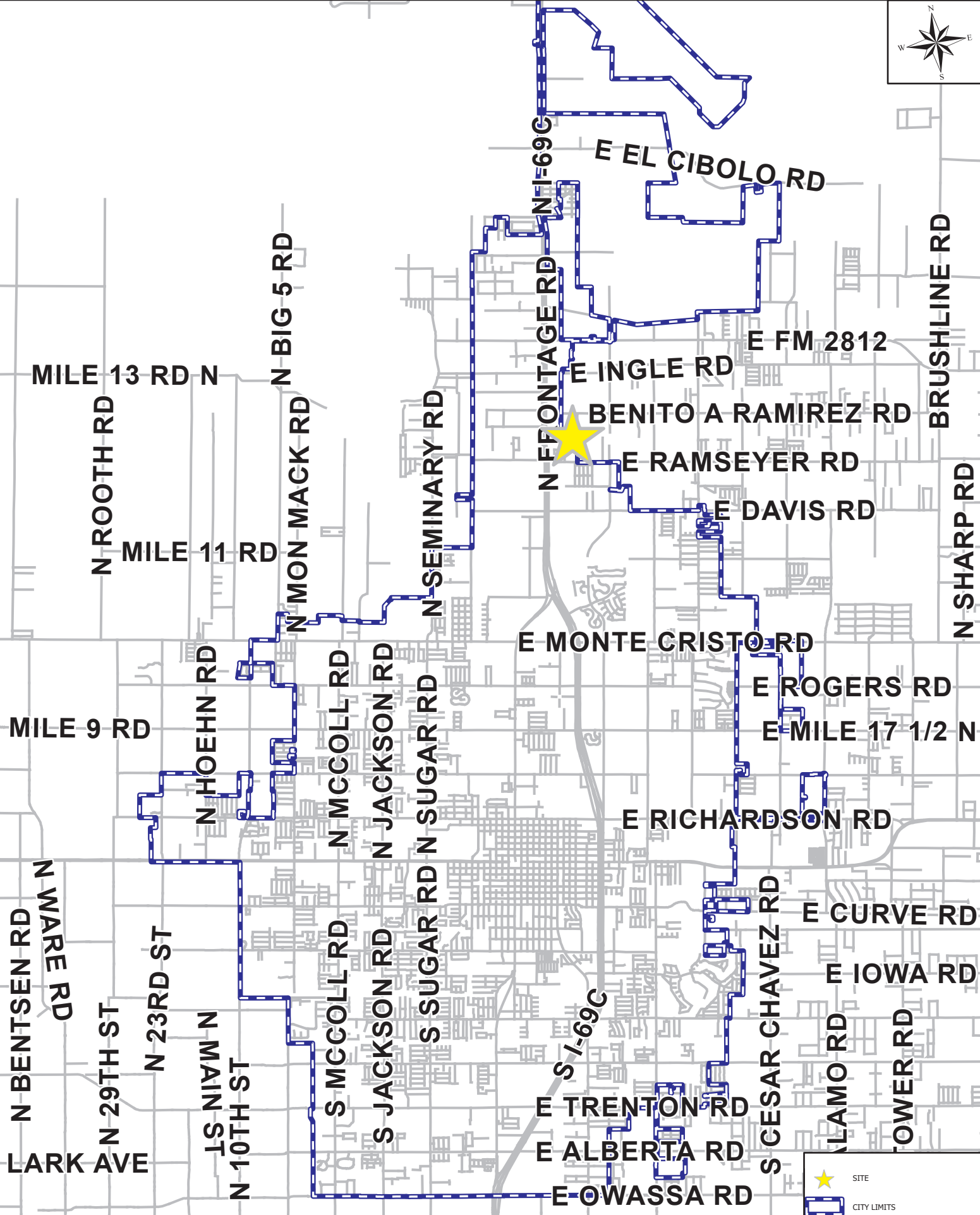
**EVALUATION**

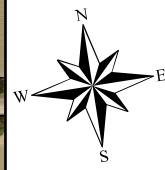
The following is the staff's evaluation of the request:

1. The property is currently a vacant land.
2. Surrounding land consists of vacant land, manufactured homes and residential homes.
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 7 neighboring property owners on Friday, May 29, 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 June 17, 2026.





1 in = 300 ft

BENITO A RAMIREZ RD

SAN FRANCISCO DR

SELENA DR



BRONZE AVE

DIAMOND AVE

GOLD AVE

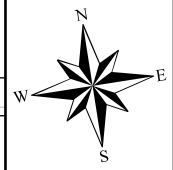
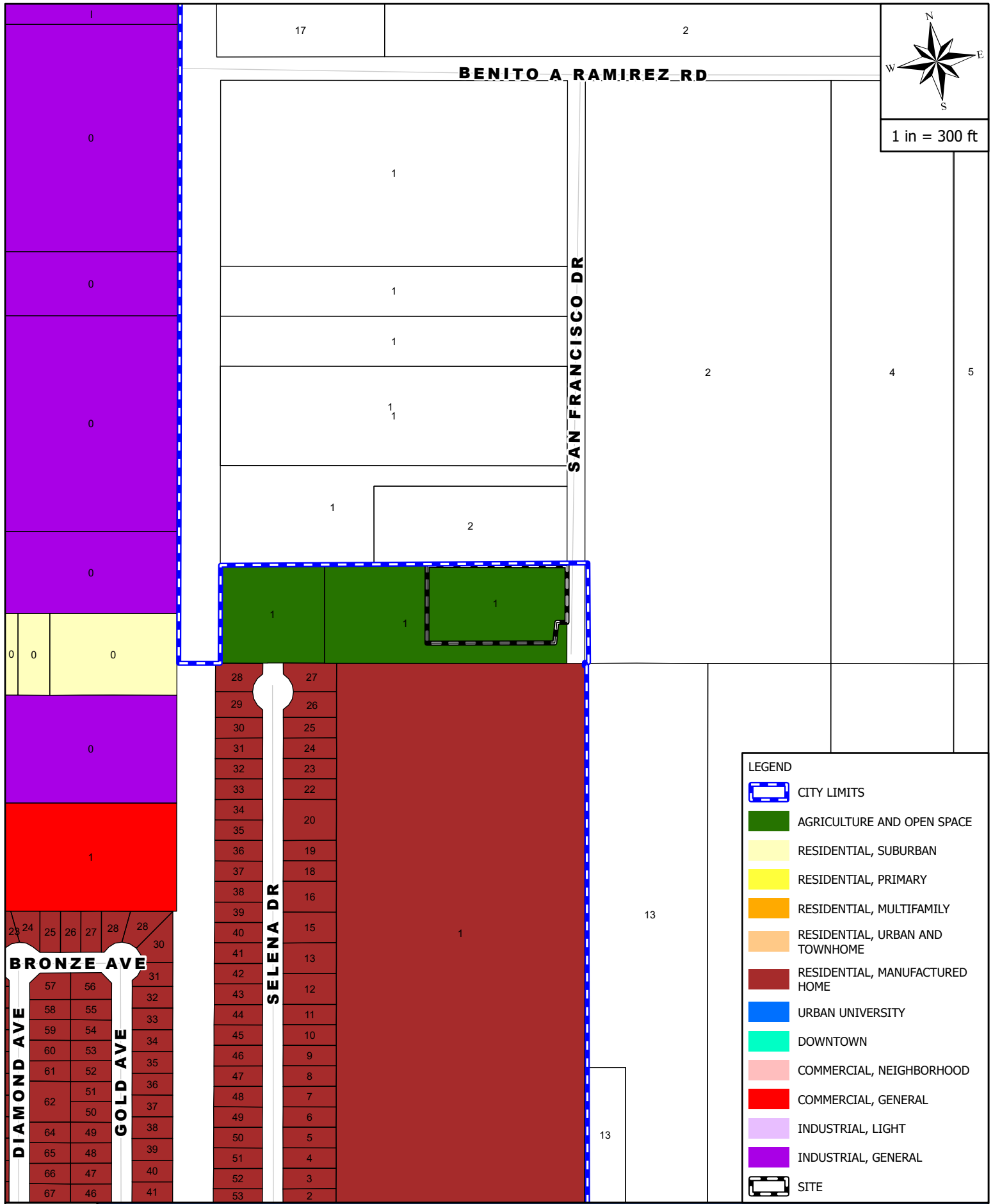


**LEGEND**















-  CITY LIMITS
-  SITE



**AERIAL MAP**  
6705 SAN FRANCISCO DR

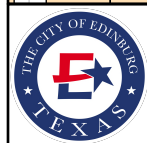
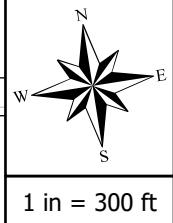
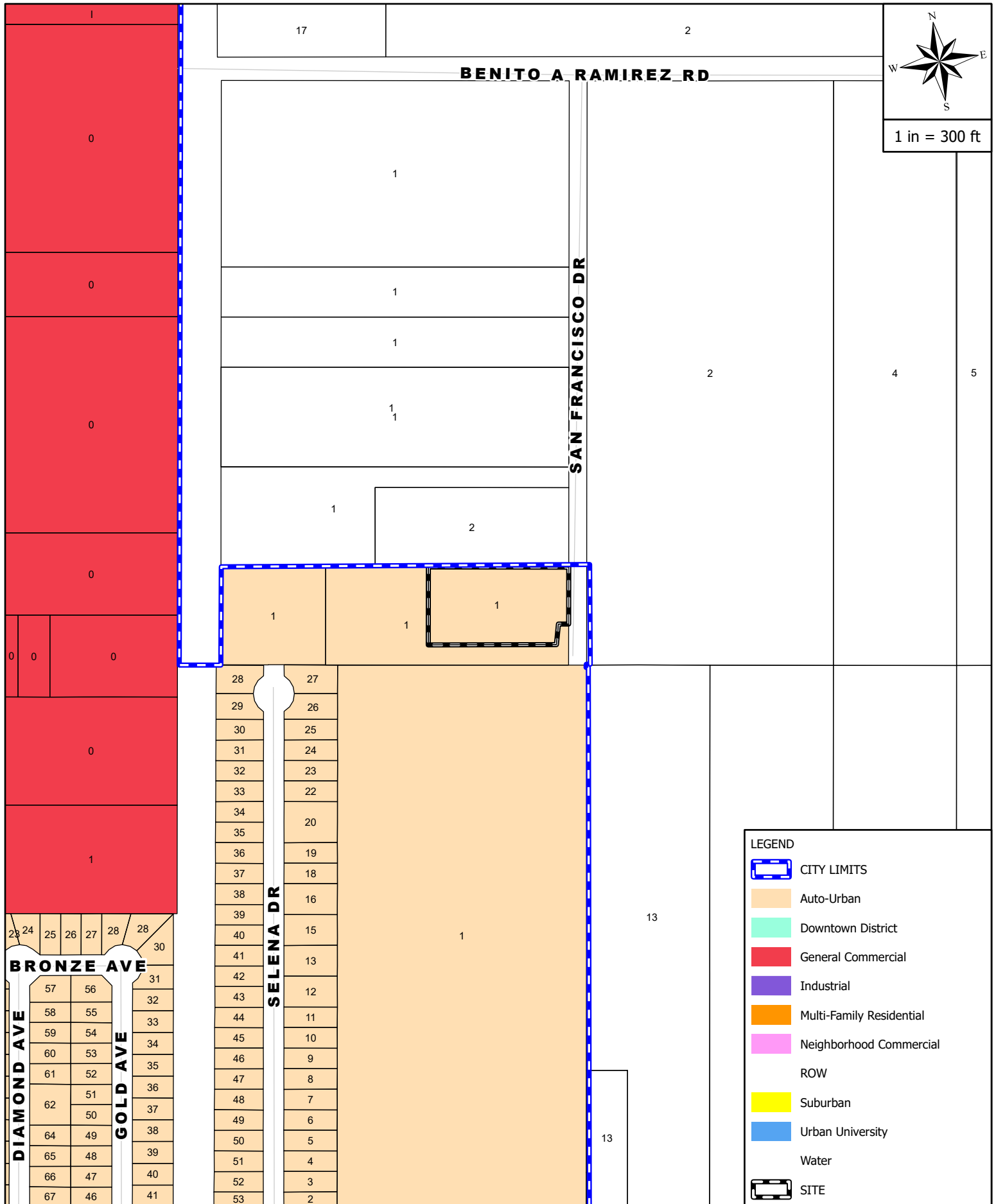


1 in = 300 ft

- 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

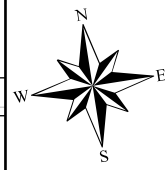


**ZONING MAP**  
6705 SAN FRANCISCO DR

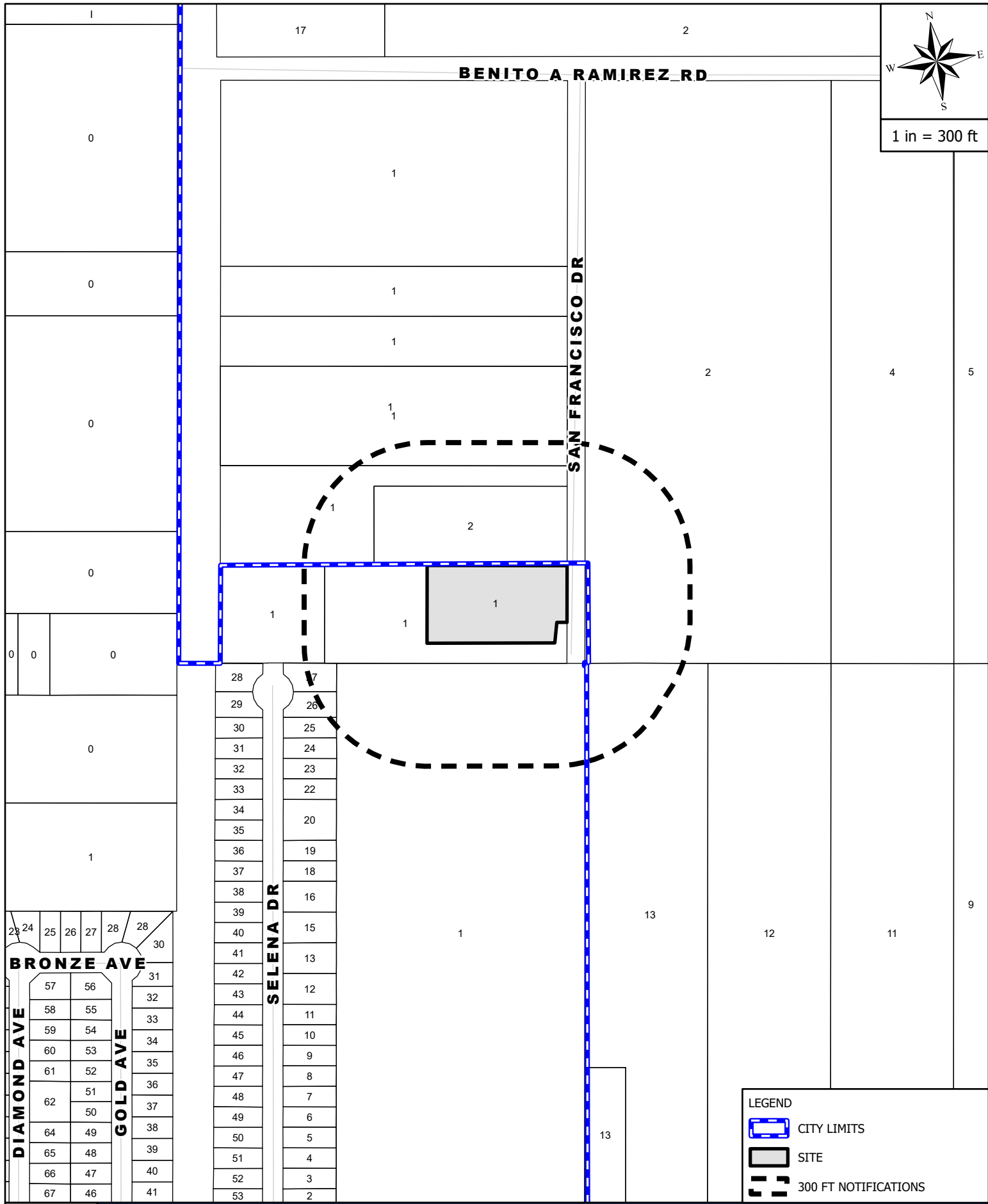


**FUTURE LANDUSE MAP**

6705 SAN FRANCISCO DR



1 in = 300 ft



**LEGEND**

- CITY LIMITS
- SITE
- 300 FT NOTIFICATIONS



### MAILOUT AND SITE MAP

6705 SAN FRANCISCO DR



# Rezoning Request Site Photo

Ariel Abel Acuna  
6705 San Francisco Drive



N.W. CORNER OF LOT 1 BLOCK 36

N.E. CORNER OF LOT 1 BLOCK 36



SCALE 1" = 100'  
RECORDS KEPT ON RECORD PLANS OF THIS SURVEY IN VOLUME 32 PAGE 134, H.C.B.R.

DRIVE  
SAN FRANCISCO ROAD  
(50.0' R.O.W.)

BLOCK 36

VILLARREAL SUBDIVISION  
VOLUME 50, PAGE 195, H.C.M.R.

LOT 1

LOT 2

S81°37'00"E 896.17'

316.17'

508°23'00"W 242.93'

6701

1.56 AC. GROSS  
0.16 AC. RD. R.O.W.  
1.40 AC. NET

TRACT III

6703

1.88 AC. GROSS  
0.11 AC. RD. R.O.W.  
1.77 AC. NET

TRACT II

6705

1.56 AC. GROSS  
0.16 AC. RD. R.O.W.  
1.40 AC. NET

TRACT I

25' ACCESS EASEMENT

N81°37'00"W 897.01'

INSTRUMENT NO. 2810621, H.C.O.R.

Water Meter

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL SURVEYOR, CERTIFY THAT THE ABOVE IS AN ACCURATE PLAT OF THE LANDS AS SURVEYED BY MY DIRECTION AND THAT THERE ARE NO VISIBLY DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS OR SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN.



RAUL E. GARCIA  
REGISTERED PROFESSIONAL SURVEYOR # 4204

This survey is being provided solely for the use of the curer and that no license has been created, expressed or implied in the survey except as is necessary in conjunction with the transaction which shall take place within a six (6) months period.

FIRM: FLOOD INSURANCE RATE MAP  
COMMUNITY-PANEL NUMBER  
480334 0450 C  
MAP REVISED: 06/06/2000  
THIS AREA IS IN FLOOD ZONE "X"

LEGEND:  
F - FOUND 1/2" IRON ROD  
F1 - FOUND COTTON PICKER SPINDLE  
S - SET 1/2" IRON ROD WITH A CAP LABELED "RPLS 4204"

# PLAT SHOWING

PARTITION OF A 5.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 36, SANTA CRUZ GARDENS SUBDIVISION, UNIT NO. 2, AS RECORDED IN VOLUME B, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT #775315, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

R. E. Garcia  
ENGINEERS, SURVEYORS, PLANNERS  
116 NORTH 12th AVE.  
EDINBURG, TEXAS 78541 (956) 381-1061  
EMAIL: REGAASOC@AOL.COM

R. E. GARCIA & ASSOCIATES  
ENGINEERS, SURVEYORS, PLANNERS  
116 NORTH 12th AVE.  
EDINBURG, TEXAS 78541 (956) 381-1061  
EMAIL: REGAASOC@AOL.COM

TITLE: BOUNDARY SURVEY  
DATE: MAY 27, 2021  
JOB # 2021-100 BOOK T-151  
SCALE: 1" = 100'  
DRAWN BY: E.S.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING TRACT I A 1.56 ACRE TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 36, SANTA CRUZ GARDENS SUBDIVISION, UNIT NO. 2, LOCATED AT 6705 SAN FRANCISCO DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9<sup>th</sup> day of August, 2022. Such proposed amendment is to change the zoning of all of Being Tract I a 1.56 Acre Tract of Land being a portion of Lot 1, Block 36, Santa Cruz Gardens Subdivision, Unit No. 2, located at 6705 San Francisco Drive from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

**WHEREAS**, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 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 July 7, 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 7<sup>th</sup> day of July 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: July 7, 2026

AWARDING OF BIDS

Agenda Item No: 10.A.

Award of Bid for Annual Concrete Services

**1. Agenda Item:**

Consider Awarding Bid No. 2026-08, Annual Concrete Service, to JC Concrete of Edinburg, Texas, the Lowest Aggregate Bidder, Meeting Specifications Per Unit Prices as Listed and Authorize the City Manager to Enter into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

**2. Description:**

This Service Contract is to provide concrete services that will be utilized throughout the City for the approved Capital Improvements Projects (CIP), Street Improvement Paving Program, and repairs within city-owned property and Right-of-Way.

This contract shall be for a period of one (1) year to be completed during the course of the City’s fiscal years 2025-2026 through 2026-2027, with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for one (1) additional year if the unit prices remain firm and the performance is satisfactory.

Funding is available in the FY the 2025-2026 General Fund, Solid Waste Management Fund, and Utilities Fund.

On April 07, 2026, bids were opened for Bid No. 2026-08, Annual Concrete Service. Five (5) bids were received and opened. A review and tabulation revealed that the lowest aggregate bid met all specifications and provides services at best value. Staff recommends awarding Bid No. 2026-08, Annual Concrete Service to JC Concrete of Edinburg, Texas, the lowest aggregate bidder meeting specifications per unit price as listed.

VENDOR				JC Concrete
Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	20" Curb and Gutter - New Installation	1	L.F.	\$18.75
2	20" Curb and Gutter - Remove & Replace	1	L.F.	\$25.75
3	18" Curb and Gutter - New Installation	1	L.F.	\$17.50
4	18" Curb and Gutter - Remove & Replace	1	L.F.	\$23.75
5	6" Valley Gutter - New Installation	1	L.F.	\$28.95
6	6" Valley Gutter - Remove & Replace	1	L.F.	\$42.65
7	3" Valley Gutter - New Installation	1	L.F.	\$16.00
8	3" Valley Gutter - Remove & Replace	1	L.F.	\$22.25
9	18" Valley Gutter - New Installation	1	L.F.	\$8.85
10	18" Valley Gutter - Remove & Replace	1	L.F.	\$14.95
11	4" Sidewalk - New Installation	1	L.F.	\$16.25
12	4" Sidewalk - Remove & Replace	1	L.F.	\$24.25
13	5" Sidewalk - New Installation	1	L.F.	\$20.50
14	5" Sidewalk - Remove & Replace	1	L.F.	\$30.50
15	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	\$4.04
16	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	\$6.07
17	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	\$5.34
18	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	\$7.89
19	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	\$5.83
20	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	\$8.29
21	ADA Compliant Handicapped Ramps - New Installation	1	EA	\$249.00
22	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	\$399.00
23	Top Soil and Backfill	1	Cy.	\$18.00
				\$1,014.36

Staff has verified that JC Concrete has no outstanding debts with the City.

The City of Edinburg reserves the right to award all items individually or in any combination

thereof. Staff notes that the bid is being awarded based on the lowest aggregate bid, and quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. The current Concrete Service Agreement will ensure the availability of concrete repairs and installations necessary for continuous operations throughout the next two (2) years.

**3. Staff's Recommendation:**

Approve Awarding Bid No. 2026-08, Annual Concrete Service to JC Concrete of Edinburg, Texas, the Lowest Aggregate Bidder, Meeting Specifications Per Unit Prices as Listed and Authorize the City Manager to Enter into an Agreement Related Thereto.

**Reviewed by:**

Tomas Reyna, Assistant City Manager      Final Approval - 6/25/2026

**Prepared by:**

Vincent Romero, Director of  
Public Works

**Attachments:**

- A. Bidders List
- B. Bid Tabulation 25-26
- C. Notice to Bidder- BID 2026-08 Annual Concrete Services
- D. Annual Concrete Services Agreement

**BIDDERS LIST**

<b>Vendor</b>	<b>Contact Address</b>
3E Logistics of TX, LLC	P.O Box 487 Port Isabel TX 78578
AMTEK	PO BOX 1832 Tomball TX 77377
AVIT Construction LLC	5630 E Richardson Rd Edinburg TX 78542-7372
Artillery LLC	3714 Buenos Aires EDINBURG TX 78539
DPTV Tango LLC	214 Main St Ste 218 #525 Duncinville TX 75116
Fanar 1 Enterprise LLC	5702 Spring Cypress Rd, Suite 700 Spring TX 77379
Greenscapes SIX, LLC	13 Private Road 1160 Liberty TX 77575
Greenscapes SIX, LLC	13 Private Road 1160 Liberty TX 77575
JC Concrete	5003 Labrador Dr edinburg TX 78542
JJ BUILDS	4707 S Bus Hwy 281 Edinburg TX 78539
Knock together builders inc	5512 Brentwood Stair Rd, TX Fort Worth TX 76112
Legacy Pillar Group, LLC	440 Louisiana St Ste 900 Houston TX 77002
Marathon Resource Management Group, LLC	9962 Brook Rd Suite 629 Glen Allen VA 23059
Nationwide estimating LLC	1001 S MAIN ST # 500 KALISPELL MT 59901 KALISPELL, 1001 S MAIN ST # 500 KALISPELL MT 59901 KALISPELL, KALISPELL MN 59901
Post Frame Builders LLC	6803 Vulcan Ave Edinburg TX 78542
RUS Industrial Services	16030 Bear Bayou Dr., Channelview, TX 77530
Source Management	2291 Wood Oak Dr Herndon WA 20171
Virtual Builder Exchange	121 Interpark Blvd San Antonio TX 78217
jcbm construction. and development llc	4900 west expressway 83 mcallen TX 78501
8/A Builders LLC	7706 Expressway 83 Mission TX 78572
B&R Construction	505 W. 10th Street, San Juan, TX 78589
SAMES Inc	200 S. 10th St, Ste.1607, McAllen, TX 78501
A thru Z Construction	P.O. Box 3946, Edinburg, TX 78540
Rio Grande Constructors	2112 S. Shary Rd, Ste 41, Mission, TX 78572
Gonzalez Enterprises, LLC	P.O. Box 808, Edinburg, TX 78540
EKLE Construction LLC	324 W. Ocean Blvd. Suite 205, Los Fresnos, TX 78566
Rigney Construction LLC	7011 N. Seminary Rd. Edinburg, TX 78541



**INFORMAL BID TABULATION**  
**BID 2026-08 ANNUAL CONCRETE SERVICE**  
**BID OPENING DATE: TUESDAY, APRIL 07, 2026 at 3:00 p.m.**

VENDOR				JC Concrete	3E Logistics of TX, LLC	Fanar 1 Enterprise LLC	Artillery LLC	DPTV Tango LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	20" Curb and Gutter - New Installation	1	L.F.	\$18.75	\$30.00	\$35.00	\$40.00	\$55.25
2	20" Curb and Gutter - Remove & Replace	1	L.F.	\$25.75	\$34.00	\$45.00	\$45.00	\$78.00
3	18" Curb and Gutter - New Installation	1	L.F.	\$17.50	\$29.00	\$32.00	\$40.00	\$48.75
4	18" Curb and Gutter - Remove & Replace	1	L.F.	\$23.75	\$33.00	\$40.00	\$45.00	\$71.50
5	6' Valley Gutter - New Installation	1	L.F.	\$28.95	\$60.00	\$60.00	\$90.00	\$117.00
6	6' Valley Gutter - Remove & Replace	1	L.F.	\$42.65	\$72.00	\$80.00	\$108.00	\$143.00
7	3' Valley Gutter - New Installation	1	L.F.	\$16.00	\$30.00	\$45.00	\$50.00	\$89.40
8	3' Valley Gutter - Remove & Replace	1	L.F.	\$22.25	\$39.00	\$62.00	\$60.00	\$113.75
9	18" Valley Gutter - New Installation	1	L.F.	\$8.85	\$30.00	\$32.00	\$40.00	\$61.75
10	18" Valley Gutter - Remove & Replace	1	L.F.	\$14.95	\$34.00	\$42.00	\$45.00	\$84.50
11	4' Sidewalk - New Installation	1	L.F.	\$16.25	\$32.00	\$28.00	\$40.00	\$17.90
12	4' Sidewalk - Remove & Replace	1	L.F.	\$24.25	\$35.00	\$38.00	\$48.00	\$24.40
13	5' Sidewalk - New Installation	1	L.F.	\$20.50	\$40.00	\$32.00	\$50.00	\$19.50
14	5' Sidewalk - Remove & Replace	1	L.F.	\$30.50	\$45.00	\$44.00	\$60.00	\$26.00
15	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	\$4.04	\$8.00	\$9.00	\$10.00	\$16.25
16	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	\$6.07	\$10.00	\$10.50	\$12.00	\$22.75
17	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	\$5.34	\$10.00	\$11.50	\$15.00	\$24.40
18	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	\$7.89	\$14.00	\$14.00	\$17.00	\$30.90
19	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	\$5.83	\$12.50	\$12.25	\$17.00	\$27.65
20	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	\$8.29	\$14.50	\$13.00	\$20.00	\$34.15
21	ADA Compliant Handicapped Ramps - New Installation	1	EA	\$249.00	\$950.00	\$2,200.00	\$3,000.00	\$6,940.00
22	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	\$399.00	\$1,150.00	\$3,050.00	\$3,500.00	\$8,760.00
23	Top Soil and Backfill	1	Cy.	\$18.00	\$15.00	\$35.00	\$500.00	\$65.50
				\$1,014.36	\$2,727.00	\$5,970.25	\$7,852.00	\$16,872.30

**Disclaimer:**

**Bid tabulations indicate only the bids as received. All bids are subject to verification for accuracy, and for specification and contract compliance. No conclusions about contract awards should be drawn from these tabulations.**

REQUEST FOR BIDS  
2026-08  
ANNUAL CONCRETE SERVICE

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



RELEASE DATE: March 18, 2026

DEADLINE FOR QUESTIONS: March 27, 2026

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg  
REQUEST FOR BIDS  
Annual Concrete Service

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

## 1. Introduction

### 1.1. [Summary](#)

The City of Edinburg is soliciting sealed bids from qualified bidder's for Annual Concrete Services.

### 1.2. [Background](#)

The Contractor shall remove the existing materials, equipment, or improvements from the project site and properly dispose of them off-site in accordance with all applicable federal, state, and local regulations. The Contractor shall furnish and install new materials in their place as specified in the contract documents. The Contractor shall perform proper cleanup and restore all disturbed areas to their original condition, or better, upon completion of the work

### 1.3. [Contact Information](#)

**Project Contact:**

**Vincent Romero**

Director of Public Works

1201 N. Doolittle

Edinburg, TX 78539

Email: [vromero@cityofedinburg.com](mailto:vromero@cityofedinburg.com)

Phone: [\(956\) 388-8210](tel:(956)388-8210)

**Procurement Contact:**

**Lorena Fuentes**

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

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

**Department:**

Public Works

**Department Head:**

Vincent Romero

Public Works Director

### 1.4. [Timeline](#)

<b>Release Project Date</b>	March 18, 2026
<b>Question Submission Deadline</b>	March 27, 2026, 5:00pm

<b>Proposal Submission Deadline</b>	April 7, 2026, 3:00pm
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## 2. Legal Notice

### 2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Annual Concrete Service.

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

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

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

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78539 at 3:00 pm, Tuesday, April 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 Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2026-08" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

#### **Submit Bids To:**

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

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

c/o City Secretary Department (1st Floor)

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

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Friday, March 27, 2026.

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

### 3. Instructions, Terms and Conditions

#### 3.1. Instructions to Bidders

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

##### **PURPOSE**

The purpose of these specifications/requirements and bidding documents is for the purchase of Annual Concrete Service for the City of Edinburg.

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

##### **SUBMITTAL OF "HARD COPY" BID**

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

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

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

##### **PREPARATION OF BID**

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

##### **DEVIATION FROM SPECIFICATION**

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

##### **ALTERATIONS/AMENDMENTS TO BID**

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

**SALES TAX**

State sales tax must not be included in the bid.

**SUBSTITUTIONS**

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

**NO BID RESPONSE**

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

**EXCEPTIONS**

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

**BRAND OR MANUFACTURER REFERENCE**

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

**DELIVERY**

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

**DELAY IN SERVICE DELIVERY**

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

**SERVICE DELIVERED PRICING**

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

**RIGHT TO REJECT/AWARD**

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

### **MULTIPLE VENDOR CONTRACTS**

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

### **INDEMNIFICATION CLAUSE**

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

### **ADDENDA**

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

### **PAYMENT**

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

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Annual Concrete Service as specified.

**ASSIGNMENT**

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

**BIDDER'S EMPLOYEES**

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

**INTERPRETATIONS**

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

**STATUTORY REQUIREMENTS**

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

**RIGHT TO WAIVE**

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

**COOPERATIVE PRICING**

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

**VALID BID TIME FRAME**

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

**PREPARATION OF BID**

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

**CONFIDENTIAL INFORMATION**

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

**VERBAL THREATS**

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

**MATHEMATICAL ERRORS**

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

**AUDIT**

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

**PAST PERFORMANCE**

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

**JURISDICTION**

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

**VENUE**

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

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

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

### **AWARD**

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

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

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

### **SPECIAL CIRCUMSTANCES**

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

### **TERMINATION OF CONTRACT**

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

### **ETHICAL STANDARD**

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

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

## **3.2. INSURANCE REQUIREMENTS**

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

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

### **Minimum Insurance Requirements**

**Type of Coverage Limits of Liability**

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

**Minimum Insurance Requirements**

**Type of Coverage Limits of Liability**

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

**Comprehensive General Liability**

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

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

or \$500,000 combined single limits

**Comprehensive Auto Liability**

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

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

**City's Protective Liability**

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

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

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

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

## 4. Specifications

### 4.1. Scope of Work

The City of Edinburg Public Works Department is requesting construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Flat Work, 6" Flat Work and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps and gutters.

### 4.2. Concrete Services

- 20" Curb and Gutter - New Installation
- 20" Curb and Gutter - Remove & Replace
- 18" Curb and Gutter - New Installation
- 18" Curb and Gutter - Remove & Replace
- 6' Valley Gutter - New Installation
- 6' Valley Gutter - Remove & Replace
- 3' Valley Gutter - New Installation
- 3' Valley Gutter - Remove & Replace
- 18" Valley Gutter - New Installation
- 18" Valley Gutter - Remove & Replace
- 4' Sidewalk - New Installation
- 4' Sidewalk - Remove & Replace
- 5' Sidewalk - New Installation
- 5' Sidewalk - Remove & Replace
- 4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation
- 4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace
- 6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation
- 6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace
- 6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation
- 6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace
- ADA Compliant Handicapped Ramps - New Installation
- ADA Compliant Handicapped Ramps - Remove & Replace

**Top Soil - Backfill**

## 5. Vendor Questionnaire

### 5.1. [Attach your company's insurance certificate.](#) \*

Please upload a copy of your Certificate of insurance here.

\*Response required

### 5.2. [Required Forms](#)

#### 5.2.1. [Please fill out General Questionnaire and upload here](#) \*

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

\*Response required

#### 5.2.2. [Please fill out the Litigation Disclosure form and upload here](#) \*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

\*Response required

#### 5.2.3. [Please fill out and sign the Conflict of Interest Disclosure and upload here](#) \*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

\*Response required

#### 5.2.4. [Please fill out and sign Senate Bill 13 and upload here](#) \*

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

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

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

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

\*Response required

#### 5.2.5. [Please fill out and sign House Bill 89 and upload here](#) \*

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states

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

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

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

\*Response required

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

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

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

\*Response required

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

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

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

\*Response required

**5.2.8. *Please upload the Conflict of Interest\****

**CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

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

*offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.*

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

\*Response required

**5.2.9. *If awarded the 1295 form must be provided.\****

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

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

Yes

No

\*Response required

**5.2.10. *DRAFT AGREEMENT***

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

- [Contract Agreement.pdf](#)

## 6. Pricing Proposal

### CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.			
2.	20" Curb and Gutter - Remove & Replace	1	L.F.			
3.	18" Curb and Gutter - New Installation	1	L.F.			
4.	18" Curb and Gutter - Remove & Replace	1	L.F.			
5.	6' Valley Gutter - New Installation	1	L.F.			
6.	6' Valley Gutter - Remove & Replace	1	L.F.			
7.	3' Valley Gutter - New Installation	1	L.F.			
8.	3' Valley Gutter - Remove & Replace	1	L.F.			
9.	18" Valley Gutter - New Installation	1	L.F.			
10.	18" Valley Gutter - Remove & Replace	1	L.F.			
11.	4' Sidewalk - New Installation	1	L.F.			
12.	4' Sidewalk - Remove & Replace	1	L.F.			
13.	5' Sidewalk - New Installation	1	L.F.			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.			
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft			
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft			
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft			
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.			
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.			
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.			
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA			
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA			
23	Top Soil and Backfill	1	Cy.			
<b>TOTAL</b>						



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

**AGREEMENT FOR THE CONSTRUCTION  
OF NEW CURB & GUTTER, SIDEWALK,  
VALLEY GUTTER, FLAT WORK AND  
HANDICAP RAMPS BETWEEN THE CITY  
OF EDINBURG AND JC CONCRETE**

The **City of Edinburg** (hereinafter called "City"), and **JC Concrete**, (herein called "Contractor"), are parties to this Agreement for construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Reinforced Concrete (Flat Work), 6" Reinforced Concrete (Flat Work), and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps, and gutters.

**RECITALS**

**WHEREAS**, the City desires to engage the Contractor for certain services in connection therewith; and,

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

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

**SECTION I**  
**EMPLOYMENT OF CONTRACTOR**

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

**SECTION II**  
**SERVICES OF CONTRACTOR**

A. The Contractor agrees to construction of Remove and Replace of existing and/or New 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 6" Reinforced Concrete and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps, and gutters throughout the city; at his/her (it's or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Works and Notice to Bids and Bid Form pertaining to Bid #2026-08 Concrete Work.

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

other or obligations of the other.

**SECTION III**  
**TIME OF PERFORMANCE**

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal year 2025-2026 with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for (1) One additional year, if the unit prices remain firm and the performance is satisfactory.

**SECTION IV**  
**STANDARD OF PERFORMANCE**

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

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

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

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

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

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

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

Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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

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

## **SECTION V** **TERMS OF PAYMENT**

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

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in **Unit Price** amounts
- B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- C. City is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
  - c. Contractor has failed to provide and maintain required insurance;
  - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. Any Services are defective, requiring correction or replacement;
- g. City has been required to correct defective Services or has accepted defective Services;
- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

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

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

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

**SECTION VI**  
**NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

**SECTION VII**  
**DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS**

The City reserves the right to engage separate contractors ("Third Party Contractors") to perform aspects of the Project other than the Work under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

**SECTION VIII**  
**ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**SECTION IX**  
**NON-APPROPRIATIONS**

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

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

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

**SECTION X**  
**MINIMUM INSURANCE REQUIREMENTS**

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-

In accordance with the State statute

B. Employer's Liability

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

C. Comprehensive General Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 aggregate

-or- \$500,000 combined single limits

D. Comprehensive Auto Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

E. City's Protective Liability

Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

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

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

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

I. Contractor hereby agrees as follows:

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

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

## **SECTION XI** **TERMINATION OF CONTRACT**

A. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.

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

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

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of

Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

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

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

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section XIII below.

**SECTION XIII**  
**CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

B. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

**SECTION XIV**  
**INDEMNIFICATION**

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

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

**SECTION XV**  
**LIMITATION OF LIABILITY**

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

**SECTION XVI**  
**AGREEMENT CONSTRUCTION**

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

**SECTION XVII**  
**NO PENDING LITIGATION**

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

**SECTION XVIII**  
**SEVERABILITY**

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

**SECTION XIX**  
**NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Contractor: JC Concrete

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

**SECTION XX**  
**NON-APPROPRIATIONS**

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

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

**SECTION XXI**  
**SUCCESSORS AND ASSIGNS**

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

**SECTION XXII**  
**CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any of the other Contract Documents, the terms of this Agreement shall be controlling.

**SECTION XXIII**  
**NO WAIVERS OR ACCORD AND SATISFACTION**

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

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

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

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EDINBURG:**

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

**ATTEST:**

BY: \_\_\_\_\_  
Clarice Balderas, City Secretary

**APPROVED AS TO FORM:**

**Benito Alonzo, City Attorney**

BY: \_\_\_\_\_  
Benito Alonzo, City Attorney

**VENDOR: JC Concrete**

Francisco Cantu  
5003 Labrador Dr.  
Edinburg, Texas 78542  
(713) 336-3848

BY: \_\_\_\_\_

Attachments: Exhibit "A" Scope of Work (Concrete Work)  
Exhibit "B" Certificate of Insurance  
Exhibit "C" Bid 2026 -08 JC CONCRETE Notice to Bidders and Bid Form

**EXHIBIT "A" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND JC CONCRETE**

**EXHIBIT "A" SCOPE OF WORK**

This project includes removal and replacement of existing sidewalks, ramps, valley gutter, curb and gutter as well as new installation of items listed below.

The Contractor shall remove the existing materials, equipment, or improvements from the project site and properly dispose of them off-site in accordance with all applicable federal, state, and local regulations. The Contractor shall furnish and install new materials in their place as specified in the contract documents. The Contractor shall perform proper cleanup and restore all disturbed areas to their original condition, or better, upon completion of the work.

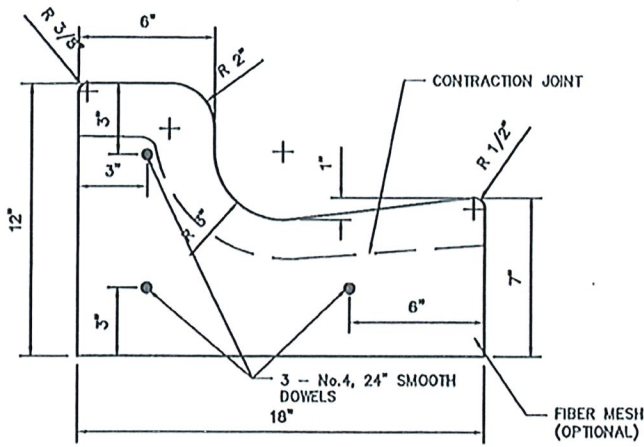
Copies of construction details for valley gutter, curb and gutter, sidewalks and handicap ramps are attached for review. (These specifications will supersede the written specifications in case of a conflict.)

**LOCATIONS & QUANTITIES:**

ITEM	UNIT MEASURE	DESCRIPTION	UNIT PRICE	AMOUNT
1	L.F.	20" CURB AND GUTTER (New Installation)	\$ 18.75	\$ 18.75
2	L.F.	20" CURB AND GUTTER (Remove & Replace)	\$ 25.75	\$ 25.75
3	L.F.	18" CURB AND GUTTER (New Installation)	\$ 17.50	\$ 17.50
4	L.F.	18" CURB AND GUTTER (Remove & Replace)	\$ 23.75	\$ 23.75
5	L.F.	6' VALLEY GUTTER (New Installation)	\$ 28.95	\$ 28.95
6	L.F.	6' VALLEY GUTTER (Remove & Replace)	\$ 42.65	\$ 42.65
7	L.F.	3' VALLEY GUTTER (New Installation)	\$ 16.00	\$ 16.00
8	L.F.	3' VALLEY GUTTER (Remove & Replace)	\$ 22.25	\$ 22.25
9	L.F.	18" VALLEY GUTTER (New Installation)	\$ 8.85	\$ 8.85
10	L.F.	18" VALLEY GUTTER (Remove & Replace)	\$ 14.95	\$ 14.95
11	L.F.	4' SIDEWALK (New Installation)	\$ 16.25	\$ 16.25
12	L.F.	4' SIDEWALK (Remove & Replace)	\$ 24.25	\$ 24.25
13	L.F.	5' SIDEWALK (New Installation)	\$ 20.50	\$ 20.50
14	L.F.	5' SIDEWALK (Remove & Replace)	\$ 30.50	\$ 30.50
15	S.F.	4" REINFORCED 3000 PSI CONCRETE w/#4 REBAR 18" O.C. (New Installation)	\$ 4.04	\$ 4.04

16	S.F.	4" REINFORCED 3000 PSI CONCRETE w/#4 REBAR 18" O.C. (Remove & Replace)	\$ 6.07	\$ 6.07
17	S.F.	6" REINFORCED 3000 PSI CONCRETE w/#4 REBAR 18" O.C. (New Installation)	\$ 5.34	\$ 5.34
18	S.F.	6" REINFORCED 3000 PSI CONCRETE w/#4 REBAR 18" O.C. (Remove & Replace)	\$ 7.89	\$ 7.89
19	Unit	6" REINFORCED 4000 PSI CONCRETE w/#4 REBAR 18" O.C. (New Installation)	\$ 5.83	\$ 5.83
20	Unit	6" REINFORCED 4000 PSI CONCRETE w/#4 REBAR 18" O.C. (Remove and Replace)	\$ 8.29	\$ 8.29
21	EA	ADA Compliant Handicapped Ramps -New Installation	\$ 249.00	\$ 249.00
22	EA	ADA Compliant Handicapped Ramps – Remove & Replace	\$ 399.00	\$ 399.00
23	CY.	Top Soil and Backfill	\$ 18.00	\$ 18.00
		<b>NOTE: BID WILL BE AWARDED ON UNIT PRICE. QUANTITIES MAY INCREASE OR DECREASE ACCORDING TO AVAILABILITY OF FUNDS.</b>		

***\*The contract is being awarded based on the unit price, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding***

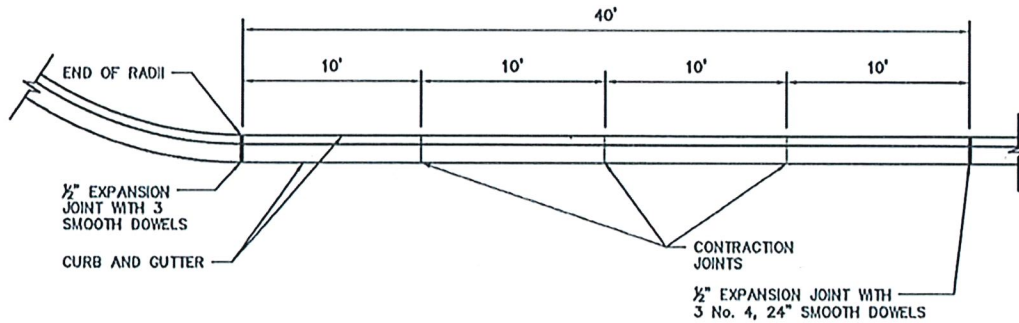


GENERAL NOTES:

1. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAY
2. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATIONS ITEM 4650. CONSIDERED INCIDENTAL TO CONCRETE WORK.
3. 1/2" EXPANSION JOINTS REQUIRED AT 40' C.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.
4. EXPANSION JOINTS SHALL HAVE 1/2" EXPANSION JOINT MATERIAL AND 3 No. 4 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.

## CURB AND GUTTER DETAIL

NOT TO SCALE



## TYPICAL JOINTS

NOT TO SCALE

MAR 12, 2014 - 10:10AM

**P-8**

### CURB AND GUTTER DETAILS



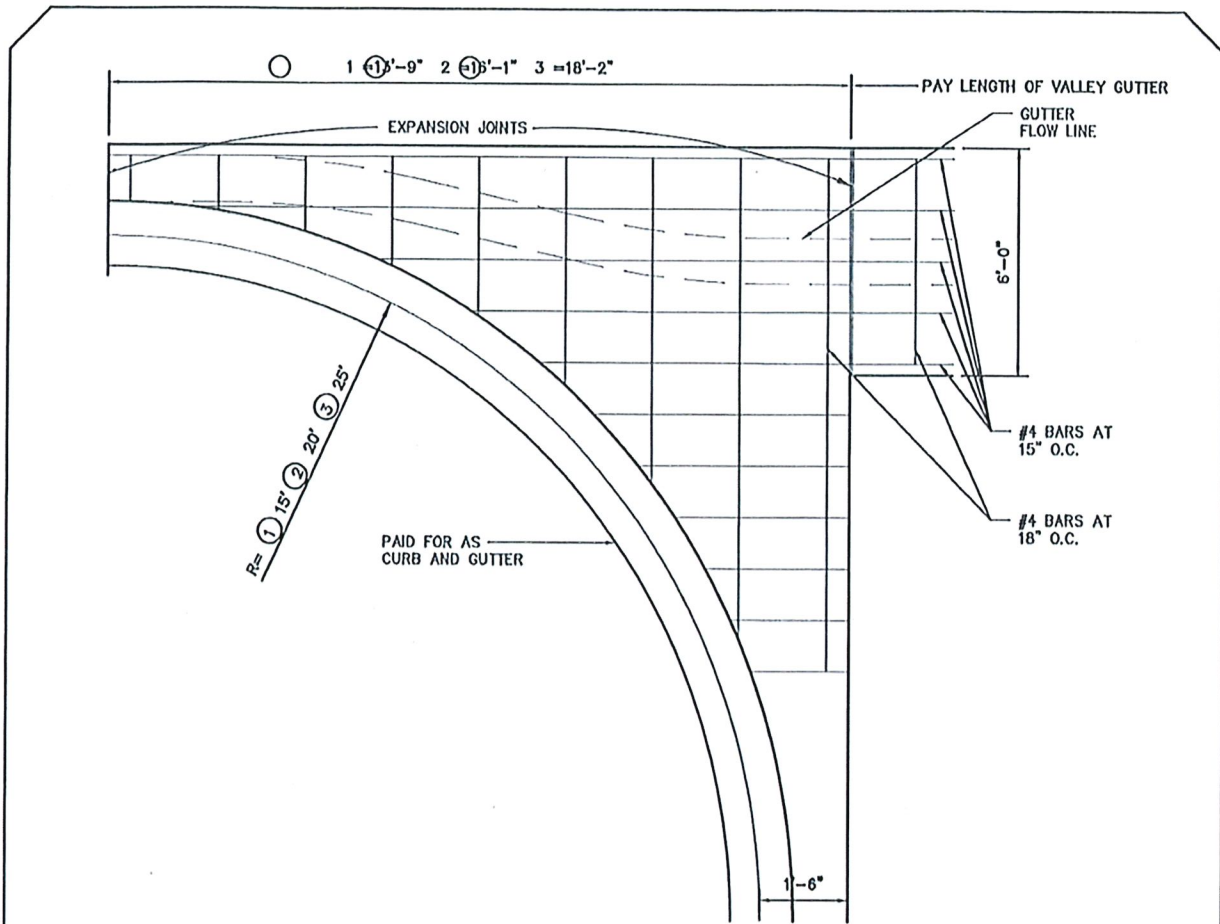
PUBLIC WORKS DEPARTMENT

SCALE: N.T.S.

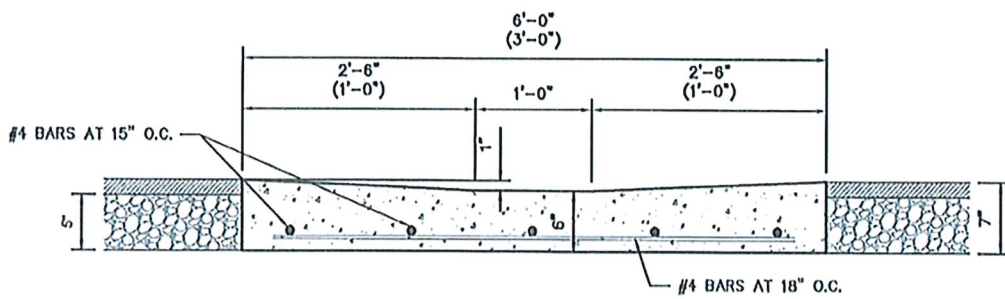
REVISED: IP/PNL

DATE: MARCH, 2014

DRAWN BY: RMM



**VALLEY GUTTER DETAIL**



**TYPICAL VALLEY GUTTER SECTION**

Doc. 27, 7/03, 1:22PM

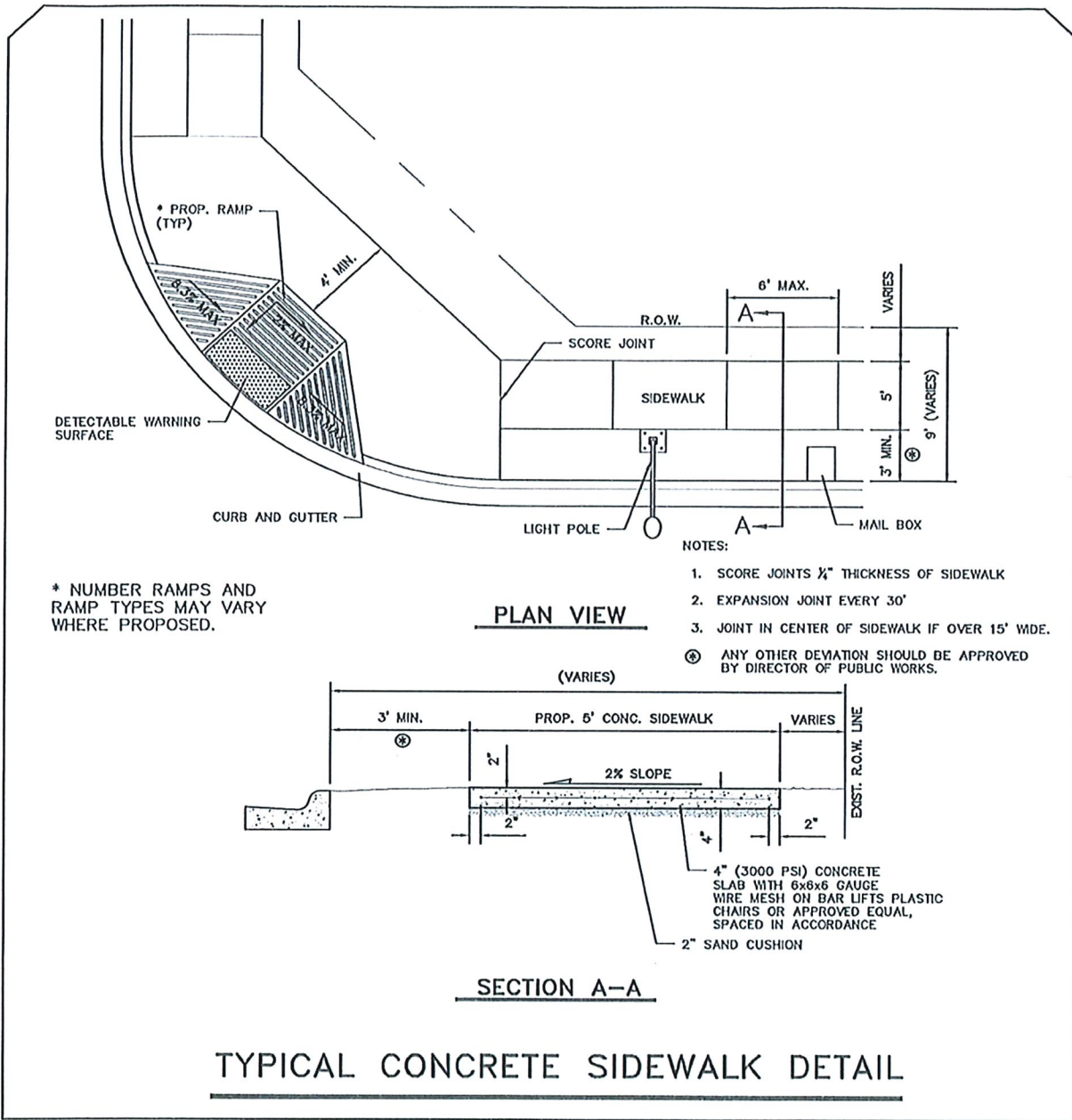
**P-9**


**VALLEY GUTTER  
DETAILS**

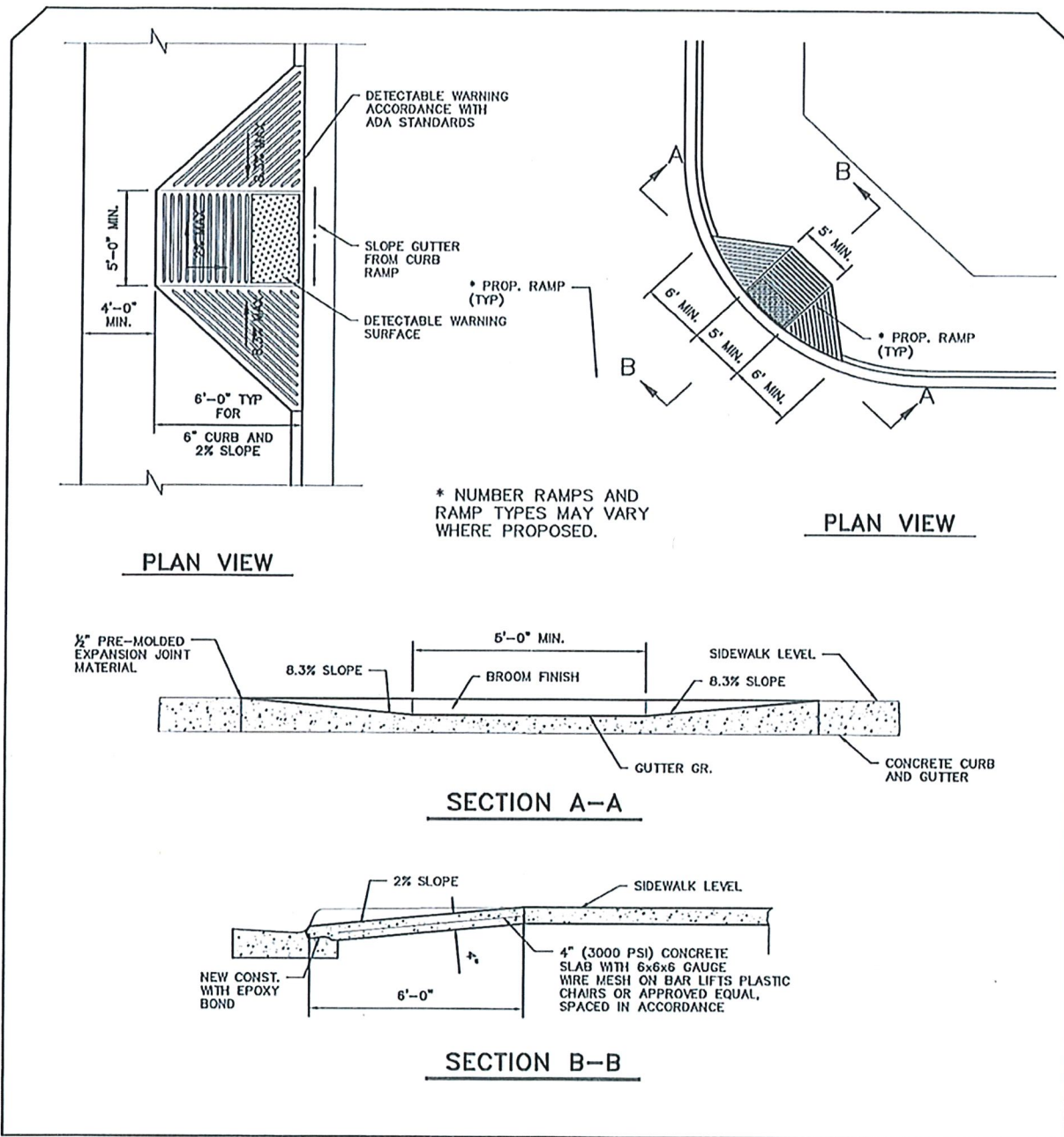



**PUBLIC WORKS DEPARTMENT**

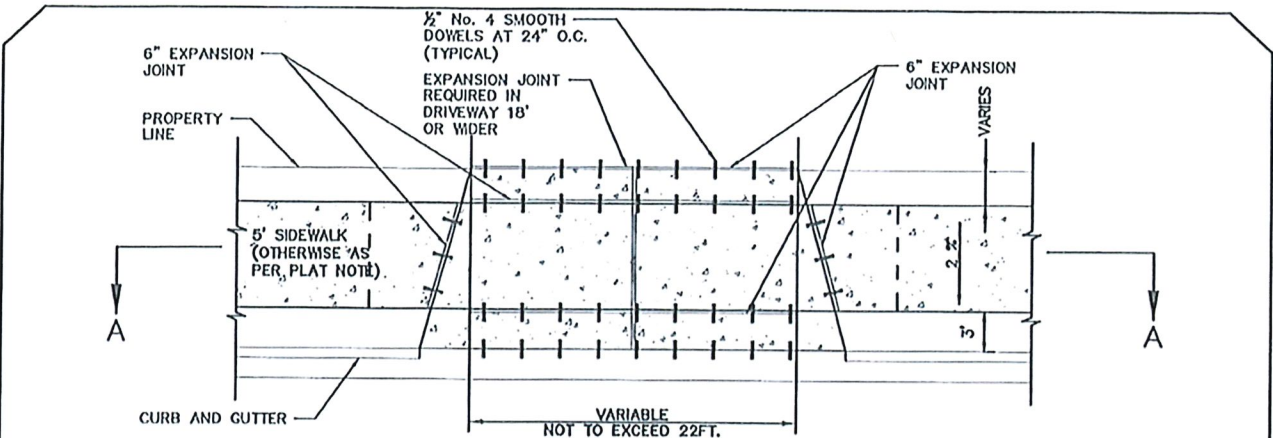
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DATE: DECEMBER, 2013	DRAWN BY: RMM



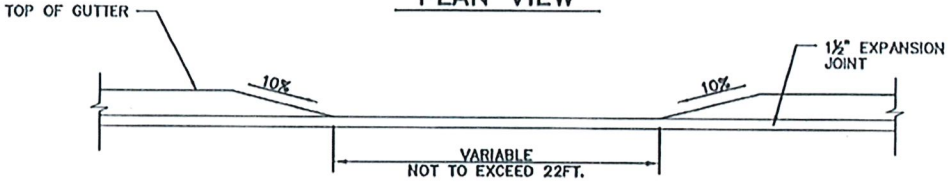
<b>P-10</b>	CONCRETE SIDEWALK DETAILS		 <b>THE CITY OF EDINBURG</b> PUBLIC WORKS DEPARTMENT
	SCALE: N.T.S.	REVISED: IP/PNL	
	DATE: APRIL, 2014	DRAWN BY: RMM	



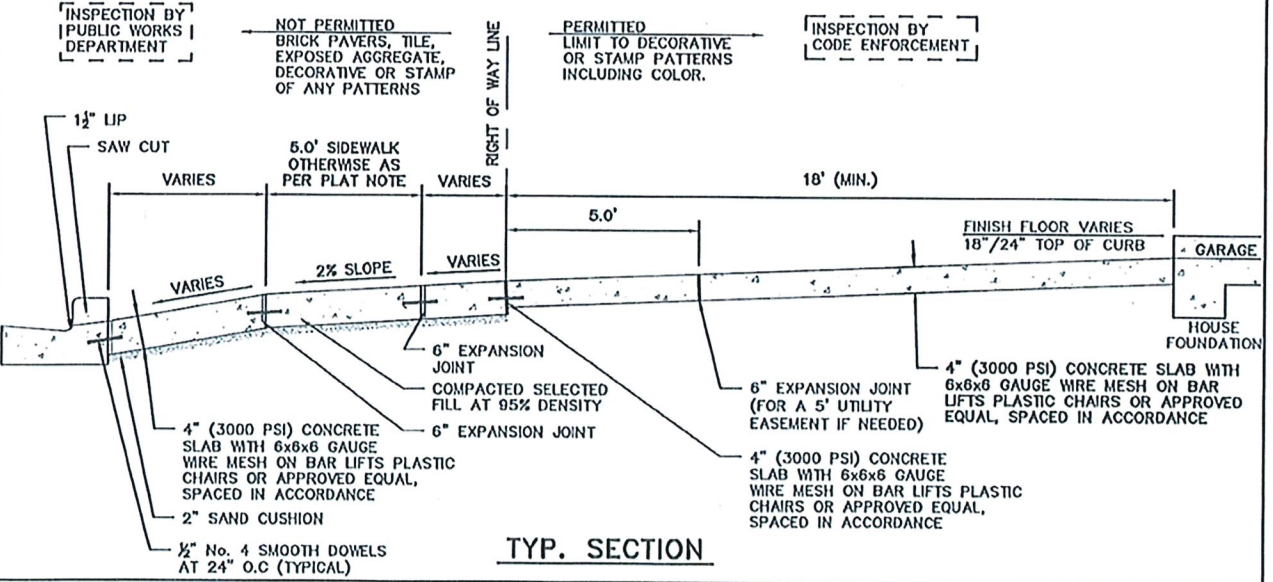
<b>P-11</b>	<b>HANDICAP RAMP DETAILS</b>		 <b>THE CITY OF EDINBURG</b> PUBLIC WORKS DEPARTMENT
	SCALE: N.T.S.	REVISED: IP/PNL	
	DATE: APRIL, 2014	DRAWN BY: RMM	



**PLAN VIEW**



**ELEVATION A-A**



**TYP. SECTION**

MAY 12, 2014 - 12:17AM

**P-12**

**PAVING DRIVEPAD  
DETAILS**



SCALE: N.T.S.	REVISED: AB/PNL
DATE: MARCH, 2013	DRAWN BY: RMM

**EXHIBIT "B" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER,  
SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG  
AND JC CONCRETE**

**CERTIFICATE OF INSURANCE**



**EXHIBIT "C" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER,  
SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG  
AND JC CONCRETE  
NOTICE TO BIDDERS AND BID FORMS**

REQUEST FOR BIDS  
2026-08  
ANNUAL CONCRETE SERVICE

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.procurenow.com/portal/cityofedinburg>

City of Edinburg  
REQUEST FOR BIDS  
Annual Concrete Service

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

## 1. Introduction

### 1.1. Summary

The City of Edinburg is soliciting sealed bids from qualified bidder's for Annual Concrete Services.

### 1.2. Background

The Contractor shall remove the existing materials, equipment, or improvements from the project site and properly dispose of them off-site in accordance with all applicable federal, state, and local regulations. The Contractor shall furnish and install new materials in their place as specified in the contract documents. The Contractor shall perform proper cleanup and restore all disturbed areas to their original condition, or better, upon completion of the work

### 1.3. Contact Information

**Project Contact:**

**Vincent Romero**

Director of Public Works

1201 N. Doolittle

Edinburg, TX 78539

Email: [vromero@cityofedinburg.com](mailto:vromero@cityofedinburg.com)

Phone: [\(956\) 388-8210](tel:(956)388-8210)

**Procurement Contact:**

**Lorena Fuentes**

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

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

**Department:**

Public Works

**Department Head:**

Vincent Romero

Public Works Director

### 1.4. Timeline

<b>Release Project Date</b>	March 18, 2026
<b>Question Submission Deadline</b>	March 27, 2026, 5:00pm

<b>Proposal Submission Deadline</b>	April 7, 2026, 3:00pm
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## 2. Legal Notice

### 2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Annual Concrete Service.

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

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

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

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78539 at 3:00 pm, Tuesday, April 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 Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2026-08" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

#### **Submit Bids To:**

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

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

c/o City Secretary Department (1st Floor)

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

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Friday, March 27, 2026.

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

### **3. Instructions, Terms and Conditions**

#### **3.1. Instructions to Bidders**

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

##### **PURPOSE**

The purpose of these specifications/requirements and bidding documents is for the purchase of Annual Concrete Service for the City of Edinburg.

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

##### **SUBMITTAL OF "HARD COPY" BID**

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

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

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

##### **PREPARATION OF BID**

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

##### **DEVIATION FROM SPECIFICATION**

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

##### **ALTERATIONS/AMENDMENTS TO BID**

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

**SALES TAX**

State sales tax must not be included in the bid.

**SUBSTITUTIONS**

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

**NO BID RESPONSE**

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

**EXCEPTIONS**

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

**BRAND OR MANUFACTURER REFERENCE**

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

**DELIVERY**

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

**DELAY IN SERVICE DELIVERY**

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

**SERVICE DELIVERED PRICING**

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

**RIGHT TO REJECT/AWARD**

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

#### **MULTIPLE VENDOR CONTRACTS**

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

#### **INDEMNIFICATION CLAUSE**

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

#### **ADDENDA**

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

#### **PAYMENT**

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

#### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Annual Concrete Services as specified.

**ASSIGNMENT**

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

**BIDDER'S EMPLOYEES**

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

**INTERPRETATIONS**

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

**STATUTORY REQUIREMENTS**

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

**RIGHT TO WAIVE**

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

**COOPERATIVE PRICING**

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

**VALID BID TIME FRAME**

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

**PREPARATION OF BID**

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

**CONFIDENTIAL INFORMATION**

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

**VERBAL THREATS**

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

**MATHEMATICAL ERRORS**

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

**AUDIT**

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

**PAST PERFORMANCE**

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

**JURISDICTION**

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

**VENUE**

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

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

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

#### **AWARD**

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

#### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

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

#### **SPECIAL CIRCUMSTANCES**

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

#### **TERMINATION OF CONTRACT**

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

#### **ETHICAL STANDARD**

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

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

### **3.2. INSURANCE REQUIREMENTS**

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

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

#### **Minimum Insurance Requirements**

**Type of Coverage Limits of Liability**

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

**Minimum Insurance Requirements**

**Type of Coverage Limits of Liability**

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

**Comprehensive General Liability**

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

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

or \$500,000 combined single limits

**Comprehensive Auto Liability**

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

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

**City's Protective Liability**

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

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

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

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

## 4. Specifications

### 4.1. Scope of Work

The City of Edinburg Public Works Department is requesting construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Flat Work, 6" Flat Work and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps and gutters.

### 4.2. Concrete Services

20" Curb and Gutter - New Installation  
20" Curb and Gutter - Remove & Replace  
18" Curb and Gutter - New Installation  
18" Curb and Gutter - Remove & Replace  
6' Valley Gutter - New Installation  
6' Valley Gutter - Remove & Replace  
3' Valley Gutter - New Installation  
3' Valley Gutter - Remove & Replace  
18" Valley Gutter - New Installation  
18" Valley Gutter - Remove & Replace  
4' Sidewalk - New Installation  
4' Sidewalk - Remove & Replace  
5' Sidewalk - New Installation  
5' Sidewalk - Remove & Replace  
4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation  
4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace  
6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation  
6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace  
6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation  
6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace  
ADA Compliant Handicapped Ramps - New Installation  
ADA Compliant Handicapped Ramps - Remove & Replace

Top Soil - Backfill

## 5. Vendor Questionnaire

### 5.1. [Attach your company's insurance certificate.](#) \*

Please upload a copy of your Certificate of insurance here.

\*Response required

### 5.2. [Required Forms](#)

#### 5.2.1. [Please fill out General Questionnaire and upload here](#) \*

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

\*Response required

#### 5.2.2. [Please fill out the Litigation Disclosure form and upload here](#)\*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

\*Response required

#### 5.2.3. [Please fill out and sign the Conflict of Interest Disclosure and upload here](#)\*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

\*Response required

#### 5.2.4. [Please fill out and sign Senate Bill 13 and upload here](#)\*

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

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

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

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

\*Response required

#### 5.2.5. [Please fill out and sign House Bill 89 and upload here](#)\*

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract
  - [HOUSE BILL 89 VERIFICATION.pdf](#)

\*Response required

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

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

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

\*Response required

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

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

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

\*Response required

**5.2.8. *Please upload the Conflict of Interest\****

**CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

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

*offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.*

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

\*Response required

**5.2.9. *If awarded the 1295 form must be provided.\****

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

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

Yes

No

\*Response required

**5.2.10. *DRAFT AGREEMENT***

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

- [Contract Agreement.pdf](#)

## 6. Pricing Proposal

### CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.			
2.	20" Curb and Gutter - Remove & Replace	1	L.F.			
3.	18" Curb and Gutter - New Installation	1	L.F.			
4.	18" Curb and Gutter - Remove & Replace	1	L.F.			
5.	6' Valley Gutter - New Installation	1	L.F.			
6.	6' Valley Gutter - Remove & Replace	1	L.F.			
7.	3' Valley Gutter - New Installation	1	L.F.			
8.	3' Valley Gutter - Remove & Replace	1	L.F.			
9.	18" Valley Gutter - New Installation	1	L.F.			
10.	18" Valley Gutter - Remove & Replace	1	L.F.			
11.	4' Sidewalk - New Installation	1	L.F.			
12.	4' Sidewalk - Remove & Replace	1	L.F.			
13.	5' Sidewalk - New Installation	1	L.F.			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.			
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft			
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft			
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft			
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.			
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.			
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.			
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA			
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA			
23	Top Soil and Backfill	1	Cy.			
<b>TOTAL</b>						





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

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## [JC CONCRETE] RESPONSE DOCUMENT REPORT

NTB No. 2026-08

Annual Concrete Service

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

Report Generated: Monday, June 22, 2026

### JC Concrete Response

#### CONTACT INFORMATION

**Company:**

JC Concrete

**Email:**

fcantu0109@gmail.com

**Contact:**

Francisco Cantu

**Address:**

5003 Labrador Dr  
edinburg, TX 78542

**Phone:**

(713) 336-3848

**Website:**

N/A

**Submission Date:**

Apr 6, 2026 11:55 AM (Central Time)

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

**1. Attach your company's insurance certificate. \***

Please upload a copy of your Certificate of insurance here.

25-26\_Master\_Certificate\_-\_City\_of\_Edinburg.pdf

**2. Required Forms**

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE \*

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

Scan\_Apr\_6,\_2026.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE\*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

litigation.pdf

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

conflict\_of\_interest\_1.pdf

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

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

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

bill\_13.pdf

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

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

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

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

bill\_89.pdf

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

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

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

bill\_19.pdf

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

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

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

affidavit.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST\*

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Scan\_Apr\_6,\_2026\_(1).pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.\*

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

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

No

DRAFT AGREEMENT

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

- [Contract Agreement.pdf](#)

No response submitted

PRICE TABLES  
 CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	\$18.75	\$18.75	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	\$25.75	\$25.75	
3.	18" Curb and Gutter - New Installation	1	L.F.	\$17.50	\$17.50	

[JC CONCRETE] RESPONSE DOCUMENT REPORT  
 NTB No. 2026-08  
 Annual Concrete Service

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	\$23.75	\$23.75	
5.	6' Valley Gutter - New Installation	1	L.F.	\$28.95	\$28.95	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	\$42.65	\$42.65	
7.	3' Valley Gutter - New Installation	1	L.F.	\$16.00	\$16.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	\$22.25	\$22.25	
9.	18" Valley Gutter - New Installation	1	L.F.	\$8.85	\$8.85	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	\$14.95	\$14.95	
11.	4' Sidewalk - New Installation	1	L.F.	\$16.25	\$16.25	
12.	4' Sidewalk - Remove & Replace	1	L.F.	\$24.25	\$24.25	
13.	5' Sidewalk - New Installation	1	L.F.	\$20.50	\$20.50	
14.	5' Sidewalk - Remove & Replace	1	L.F.	\$30.50	\$30.50	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	\$4.04	\$4.04	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	\$6.07	\$6.07	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	\$5.34	\$5.34	

[JC CONCRETE] RESPONSE DOCUMENT REPORT  
 NTB No. 2026-08  
 Annual Concrete Service

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	\$7.89	\$7.89	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	\$5.83	\$5.83	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	\$8.29	\$8.29	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	\$249.00	\$249.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	\$399.00	\$399.00	
23	Top Soil and Backfill	1	Cy.	\$18.00	\$18.00	
<b>TOTAL</b>					<b>\$1,014.36</b>	





9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (  )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

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

\_\_\_\_\_ *JC concrete* \_\_\_\_\_

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## LITIGATION DISCLOSURE FORM

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

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

Circle One

YES

NO

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

Circle One

YES

NO

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

Circle One

YES

NO

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

**CONFLICT OF INTEREST**  
**DISCLOSURE**

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

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

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

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

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

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

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

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

**Certification:**

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

I have no conflict of interest to disclose

I have the following conflict of interest to disclose:

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Date: 3/26/2020

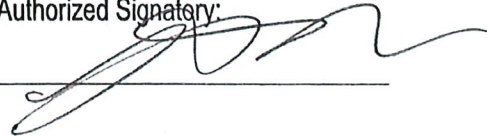
Printed Name and Title:

Francisco Cantu  
manager

Company/Vendor Name:

J.C. Concrete

Authorized Signatory:



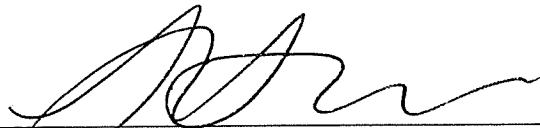
**SENATE BILL 13 VERIFICATION**

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

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco Cantu manager

TYPE/PRINT NAME AND TITLE:

3/26/2026

DATE:

## HOUSE BILL 89 VERIFICATION


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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located  
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

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

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

  
\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco Cantu manager  
\_\_\_\_\_  
TYPE/PRINT NAME AND TITLE:

3/26/2026  
\_\_\_\_\_  
DATE:

## SENATE BILL 19 VERIFICATION

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

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
  - a) means, with respect to the entity or association, to:
    - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b) does not include:
    - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
    - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      - (aa) to comply with federal, state, or local law, policy, or regulation or a directive by a regulatory agency; or

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

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
  - a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
  - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
  - a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - b) has two or more firearm entities as members; and
  - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

  
\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco Castro manager  
\_\_\_\_\_  
TYPE/PRINT NAME AND TITLE:

3/26/2026  
\_\_\_\_\_  
DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Francisco Contreras, being first duly sworn, deposes and says that: (Name)

(1) He is President of JC Concrete, the Bidder that has submitted the attached Bid; (Company)

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

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

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

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

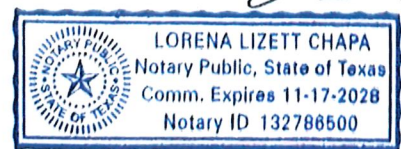
Sign [Signature]

Title manager

Subscribed and sworn to me this 31st day of March 2020.

By: Lorena Lizett Chapa

Notary Public [Signature]



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

*we donot have anyone we know doing business with the city*

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

Yes  No

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

Yes  No

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

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

7

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.A.

Resolution - AFA for Bicycle & Pedestrian Master Plan Update

### 1. **Agenda Item:**

Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Transportation Alternatives Set-Aside (TASA) Grant Project for the CSJ 0921-02-554 Bicycle & Pedestrian Master Plan Update. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

### 2. **Description:**

In November 2024, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) opened grant applications for the FY 2025 Transportation Alternatives Set-Aside (TASA) Program. Following City Council approval of a submission resolution on January 21, 2025, the Texas Department of Transportation (TxDOT) issued a draft AFA on June 1, 2026.

This grant will fund a critical update to the City's outdated December 2017 Bicycle and Pedestrian Master Plan. Driven by Edinburg's rapid growth, the revised plan will empower the Engineering Department to effectively close connectivity gaps, improve safety, and identify future infrastructure needs.

Financial Impact:

- Total Project Cost: ~\$266,401
- Grant Funding Request: ~\$185,901
- Required City Match: ~\$80,500 (to be appropriated through the FY 2026–2027 General Fund Operating Budget)

### 3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Transportation Alternatives Set-Aside (TASA) Project for the Bicycle & Pedestrian Master Plan Update.

#### **Reviewed by:**

Tomas Reyna, Assistant City Manager

Final Approval - 6/25/2026

#### **Prepared by:**

Mardoqueo Hinojosa, City Engineer

#### **Attachments:**

- A. 0921-02-554 Resolution 6.25.26
- B. DRAFT AFA - BP Master Plan Update

**RESOLUTION NO.**

**THE STATE OF TEXAS    §   RESOLUTION AUTHORIZING EXECUTION OF  
AN ADVANCE FUNDING AGREEMENT (AFA)  
WITH THE TEXAS DEPARTMENT OF  
COUNTY                   OF   §   TRANSPORTATION FOR A TRANSPORTATION  
HIDALGO                           ALTERNATIVE SET-ASIDE PROGRAM GRANT  
PROJECT FOR THE CITY OF EDINBURG CSJ  
CITY OF EDINBURG       §   0921-02-554 BICYCLE & PEDESTRIAN MASTER  
PLAN UPDATE.**

**WHEREAS**, on August 21, 2025 via Minute Order 116997, the Texas Transportation Commission authorized the City of Edinburg Bicycle & Pedestrian Master Plan Update Project (the “Project”) to receive transportation alternative set-aside program funds for project planning phase and Texas Department of Transportation (TxDOT) oversight; and,

**WHEREAS**, the City of Edinburg commits to provide the match. The local match is comprised of cash; and,

**WHEREAS**, the City of Edinburg is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

**WHEREAS**, the Governing Body of City of Edinburg desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

**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 enter into an AFA with TxDOT for this Project and 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 7<sup>th</sup> day of July 2026.

**CITY OF EDINBURG**

**By:** \_\_\_\_\_  
Omar Ochoa, Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Clarice Y. Balderas, City Secretary

**APPROVE AS TO FORM:**

**By:** \_\_\_\_\_  
Benito Alonzo  
City Attorney

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0921-02-554	AFA ID	Z00012670	CFDA No.	20.205
AFA CSJs	0921-02-554			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	31730		
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**STATE OF TEXAS        §**

**COUNTY OF TRAVIS    §**

**NON-CONSTRUCTION  
ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TASA) PROGRAM PROJECT  
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Edinburg (Local Government), acting through its duly authorized officials.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

**WHEREAS**, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

**WHEREAS**, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as City of Edinburg Bicycle & Pedestrian Master Plan Update (Project), and

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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**WHEREAS**, the Texas Transportation Commission (Commission) passed Minute Order Number 116997 (MO) dated August 21, 2025 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

**WHEREAS**, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Scope of Work, which is attached to and made a part of this Agreement, and

**NOW, THEREFORE**, the State and the Local Government agree as follows:

### **AGREEMENT**

**1. Period of Agreement and Performance**

A. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the close of ordinary business on May 31, 2028.

**2. Scope of Work and Use of Project**

A. The scope of work is the project (Project) as detailed in Attachment A, Scope of Work (Attachment A).

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

**3. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Estimate and Source of Funds (Attachment B), which is attached to and made a part of this Agreement.

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA).
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development of the Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (2) work requested by the Local Government is determined to be ineligible for federal participation; or (3) the adjustment is mutually agreed to by the State and the Local Government.
- I. Within 90 days following execution of this Agreement, the Local Government shall remit its local match as specified in Attachment B for State's estimated oversight and development cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local

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Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. State will not pay interest on any funds provided by Local Government.
- P. State will not execute the contract for development of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- Q. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- R. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**4. Termination of the Agreement**

- A. This Agreement may be terminated by any of the following conditions:
  - 1. By mutual written consent and agreement of all parties;
  - 2. By any party with 90 days written notice; or
  - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

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- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the TASA program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
  - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
  - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
  - 3. Local Government withdraws from participation in Project.
  - 4. State determines that federal funding may be lost due to Project not being implemented and completed.
  - 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  - 6. A professional services contract has not been awarded or development has not been initiated within three years after the date that the Commission or MPO selected the project or by a date determined by the state and agreed to by the Local Government.
  - 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

**5. Amendments**

This Agreement may be amended due to significant changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

**6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**7. Professional Services**

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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- A. Professional services for planning and preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

**8. Implementation responsibility**

Upon completion of Project, Local Government will be responsible for adopting and implementation of completed planning documents.

**9. Notices, Invoices, Payments, and Project Inquiries**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0921-02-554	AFA ID	Z00012670	CFDA No.	20.205
AFA CSJs	0921-02-554			CFDA Title	Highway Planning and Construction
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<b>Local Government:</b>	<b>State:</b>
City of Edinburg ATTN: City Manager 415 W. University Dr. Edinburg, TX. 78541	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation  
ATTN: District Engineer  
600 W IH-2  
Pharr, TX. 78577

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo  
Local Government: City of Edinburg  
CSJ No.: 0921-02-554  
Project Name: City of Edinburg B&P Master Plan Update

**10. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**11. Responsibilities of the Parties**

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**12. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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**13. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**14. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

**15. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

**16. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

**17. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**18. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**19. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**20. Disadvantaged Business Enterprise Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address:

[http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

**21. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**22. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**23. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
  - 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
  - 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five executives to State if:
    - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**24. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

**25. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

<b>THE STATE OF TEXAS</b>	<b>THE LOCAL GOVERNMENT</b>
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

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## ATTACHMENT A SCOPE OF WORK

**Purpose-** The City of Edinburg’s current Bicycle and Pedestrian Master Plan was developed in November 2017. Given the City's rapid growth, updating the plan is a critical priority. A revised Master Plan will enable the City’s staff to identify and address challenges, safety concerns, and connectivity gaps more effectively. Updating the 2017 Bicycle and Pedestrian Master Plan will help define the infrastructure improvements needed to support the City’s growing needs.

**Project Area-** The project area includes the City limits of the City of Edinburg. It will identify all current city parks and trails built after the 2017 plan.

1. **Project Management:** The Local Government will establish a clear framework for project execution, communications, quality assurance, tracking progress, and project close out.
  - a. Period: May 2026 to May 2028
  - b. Deliverables: Draft & Final Project Management Plan, project schedule, monthly progress reports and invoices, meeting agendas and summaries, etc., ...
  - c. Due Date: May 31, 2028
2. **Stakeholder Engagement & Public Involvement:** The Local Government will engage community members and key stakeholders to ensure resident engagement for the updated plan.
  - a. Period: September 2026 to March 2027
  - b. Deliverables: Outreach materials for events, agendas and meeting minutes
  - c. Due Date: March 31, 2027
3. **Existing conditions assessment:** The Local Government will analyze the current plans incorporating all projects established in the 2017 plan.
  - a. Period: September 2026 to December 2026
  - b. Deliverables: Existing conditions base map and GIS database
  - c. Due Date: December 31, 2026
4. **Recommendations:** The Local Government will develop actionable infrastructure, policy and design recommendations to improve city’s bicycle and pedestrian facilities.
  - a. Period: March 2027 to August 2027
  - b. Deliverables: Recommendations to existing policy and infrastructure
  - c. Due Date: August 30, 2027
5. **Implementation & Funding Plan:** The Local Government will establish a timeline for implementation, prioritization, and funding of proposed projects.
  - a. Period: September 2027 to February 2028
  - b. Deliverables: Prioritized project list and evaluation matrix, strategic implementation plan and funding opportunities summary
  - c. Due Date: February 28, 2028
6. **Final Active Transportation Plan:** The Local Government will compile the project findings, recommendations, and public input into a final deliverable document.
  - a. Period: February 2028 to May 2028
  - b. Deliverables: Final plan appendices, funding matrix and projects list and concept exhibits
  - c. Due Date: May 31, 2028

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**Existing Conditions Analysis-** A comprehensive evaluation of current infrastructure, usage patterns, and constraints to establish a baseline for recommendations will be provided. This typically involves an inventory and mapping of existing facilities (sidewalks, bike lanes, shared-use paths, crossings, and trails), as well as an assessment of network connectivity and identified gaps. The analysis incorporates safety data, including crash history and high-risk locations, along with traffic volumes, speeds, and roadway classifications. It also examines land use patterns, key destinations (such as schools, transit stops, parks, and employment centers), and demographic data to understand demand and equity considerations.

**Stakeholder Engagement-** Stakeholder engagement ensures the Bicycle and Pedestrian Master Plan is both technically robust and implementable by incorporating local knowledge, validating data, and refining project priorities based on real-world conditions. Input from residents, agencies, and community organizations will help identify safety concerns, network gaps, and accessibility barriers that may not be evident through GIS analysis alone. Engagement also strengthens equity outcomes by elevating the needs of underserved populations, while building consensus and political support necessary for project implementation. Additionally, coordination with key stakeholders improves feasibility by identifying right-of-way constraints, maintenance considerations, and opportunities to align with planned infrastructure projects, ultimately supporting more accurate cost estimates and successful integration into the City’s Capital Improvement Program.

**Recommendations-** The Bicycle and Pedestrian Master Plan will develop data-driven recommendations to enhance multimodal connectivity and systematically eliminate network gaps within the City’s active transportation system. The plan will identify and prioritize capital improvement projects based on established evaluation criteria, including connectivity, safety, demand, and equity considerations. Each recommended project will include planning-level cost estimates to support budgeting and implementation. GIS shapefiles and associated metadata will be delivered to facilitate integration with the City’s existing geodatabase and to support incorporation into the City’s Capital Improvement Program (CIP) and long-range infrastructure planning processes.

**Agreement to adopt the completed planning document-** The City of Edinburg will adopt the plan by resolution.

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**ATTACHMENT B**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
 LG Performs Professional Services Work or Hires Consultant

<b>Work Performed by Local Government ("LG")</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized {Choose Project Type} reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$230,000	80%	\$184,000	0%	\$0	20%	\$46,000
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$230,000</b>		<b>\$184,000</b>		<b>\$0</b>		<b>\$46,000</b>
<b>Work Performed by the State (Local Participation paid up front by LG to TxDOT)</b>							
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

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<b>Direct and Indirect State Costs Incurred for Review, Inspection, Administration &amp; Oversight</b>							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized {Choose Project Type} reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$34,500	0%	\$0	0%	\$0	100%	\$34,500
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	100%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	100%	\$0
Direct State Costs Subtotal	\$34,500	0%	\$0	0%	\$0	100%	\$34,500
Indirect State Cost	\$1,901		\$0	100%	\$1,901		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$266,401</b>		<b>\$184,000</b>		<b>\$1,901</b>		<b>\$80,500</b>

- The estimated total participation by Local Government is \$80,500, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$34,500.
- <sup>1</sup>Local Government's payment of \$34,500 is due to State within 90 days from execution of this contract.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of \$0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$184,000.

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**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.B.

Amendment No. 5 Interlocal Agreement with City of McAllen

**1. Agenda Item:**

Consider Authorizing the City Manager to execute Amendment No. 5 to the Interlocal Agreement Between the City of Edinburg and City of McAllen for Sewage Collection and Treatment Service and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P. E., Director of Utilities]

**2. Description:**

On January 28, 2003, the City of Edinburg entered into a Sewage Collection and Treatment Services Interlocal Agreement with the City of McAllen to provide sanitary sewer service within the other city's Certificate of Convenience and Necessity (CCN) when the infrastructure is not in place by either party to provide services. The initial term of this agreement is 25 years, unless terminated earlier. The agreement may be extended or renewed for additional terms upon the mutual agreement of both cities.

On April 6, 2004, the City Council approved Amendments No. 1 and 2 to the Interlocal Agreement, incorporating two subdivisions located within McAllen city limits. Amendment No. 1 covers the Del Pedregal Subdivision (located south of Owassa Rd. and east of McColl Rd.) while Amendment No. 2 covers the Village Rehab Hospital Subdivision (located a quarter-mile south of Owassa Rd. and west of Jackson Rd.).

On January 17, 2006, the City Council approved Amendment No. 3 to the Interlocal Agreement, incorporating 6.90 acres out of Lots 11 and 12, Ebony Heights Citrus Grove Unit #1 (located on the west side of N. 2nd St. and approximately 1,280 feet south of Hobbs Rd.).

On June 17, 2019, the City Council approved Amendment No. 4 to the Interlocal Agreement, incorporating Rogers Subdivision (located on West Rogers Rd. between Hoehn Dr. and Depot Rd.).

City of McAllen is requesting Amendment Number 5 to be included as part of the existing Interlocal Agreement. Amendment Number 5 will incorporate 0.90 acre tract land out of Lot 10, Ebony Heights Citrus Groves Unit #1 (located approximately 490 ft west from the intersection of Hobbs Dr. and N Col Rowe Blvd.) This item was approved by the McAllen Public Utility on June 24, 2026. All expenses to connect to the City of Edinburg's sewer system will be at the owner's expense.

**3. Staff's Recommendation:**

Approve Authorizing the City Manager to execute Amendment No. 5 to the Interlocal Agreement Between the City of Edinburg and City of McAllen for Sewage Collection and Treatment Service and Execute Any Documents Related Thereto.

**Reviewed by:**

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

**Prepared by:**

Vanessa Velasquez,  
Administrative Assistant

**Attachments:**

A. Amendment No. 5

AMENDMENT NO. 5  
INTERLOCAL AGREEMENT FOR SEWAGE  
COLLECTION AND TREATMENT SERVICES  
CITIES OF MCALLEN AND EDINBURG

This Amendment No. 5 is subjected to all the terms and conditions of the Interlocal Agreement for Sewage Collection and Treatment Services between the Cities of McAllen and Edinburg dated January 28, 2003. This Amendment is made in accordance with Article II, Section 2.00 of the Interlocal Agreement.

City of Edinburg agrees to accept and treat the wastewater generated from Hobb's Farm subdivision ("Service Area"). This Service Area is described as A 0.90-acre tract of land out of Lot 10, EBONY HEIGHTS CITRUS GROVES UNIT ONE, Hidalgo County, Texas, as per map recorded in Volume 5 Page 39, Map Records of Hidalgo County, Texas and is located approximately 475 feet west of the intersection of Hobbs Dr. and N Col Rowe Blvd. The property is inside the McAllen City Limits, Inside of the McAllen Public Utility Sewer CCN.

The McAllen Public Utility Board granted approval of the requested Amendment to the Interlocal Agreement on 06/24/2026 and the City of Edinburg granted approval of the requested Amendment on \_\_\_\_\_

This Amendment No. 5 is effective as of the last date signed below:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

CITY OF EDINBURG

McALLEN PUBLIC UTILITY  
McALLEN, TEXAS

BY: \_\_\_\_\_

BY: Marcos A. U...

TITLE: City Manager

TITLE: General Manager

DATE: \_\_\_\_\_

DATE: 6/24/26

ATTEST:

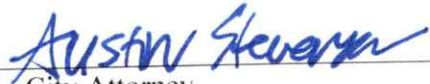
BY: \_\_\_\_\_  
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Benito Alonzo  
Interim City Attorney

ATTEST:

BY:   
Board Secretary

BY:   
City Attorney  
City of McAllen

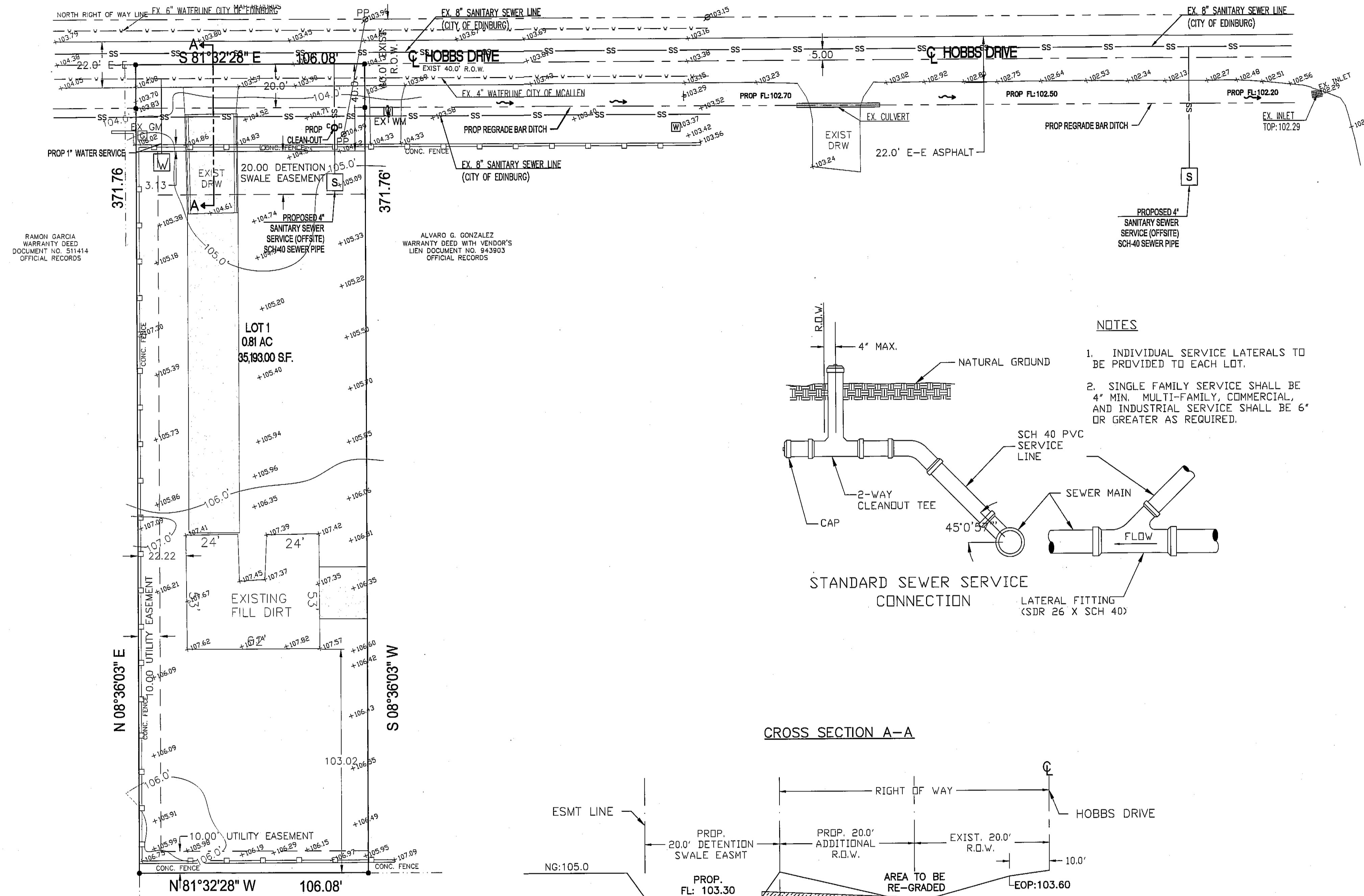
# PLAT OF HOBB'S FARM SUBDIVISION

A 0.90 ACRE TRACT OF LAND OUT OF LOT 10, EBONY HEIGHTS CITRUS GROVES UNIT NO. ONE, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PREPARED BY: PABLO SOTO JR. P.E.

DATE: MARCH 10, 2025

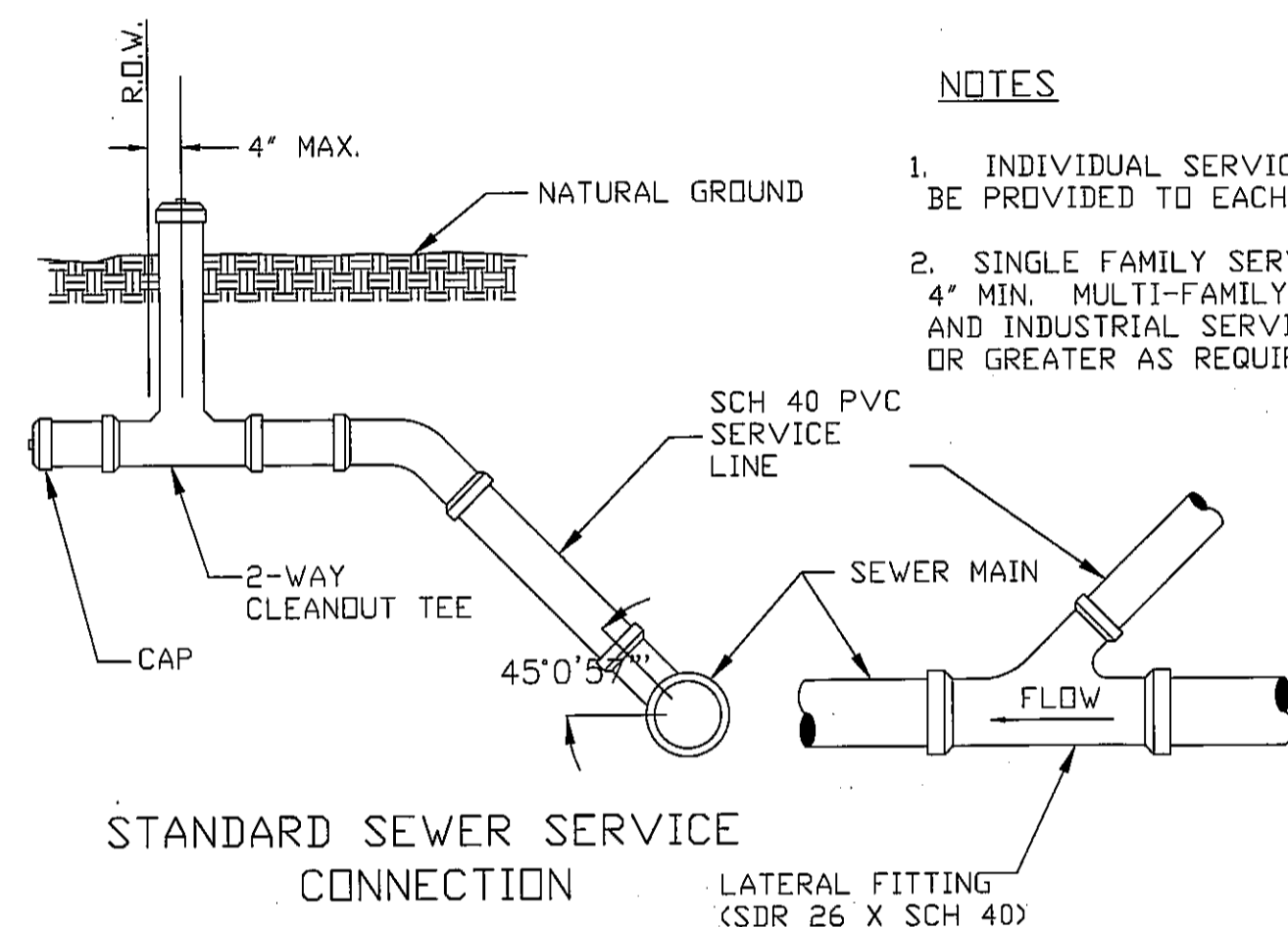
BEARINGS SHOWN BASED  
ON RECORD PLAT  
SCALE: 1" = 30'



RAMON GARCIA  
WARRANTY DEED  
DOCUMENT NO. 511414  
OFFICIAL RECORDS

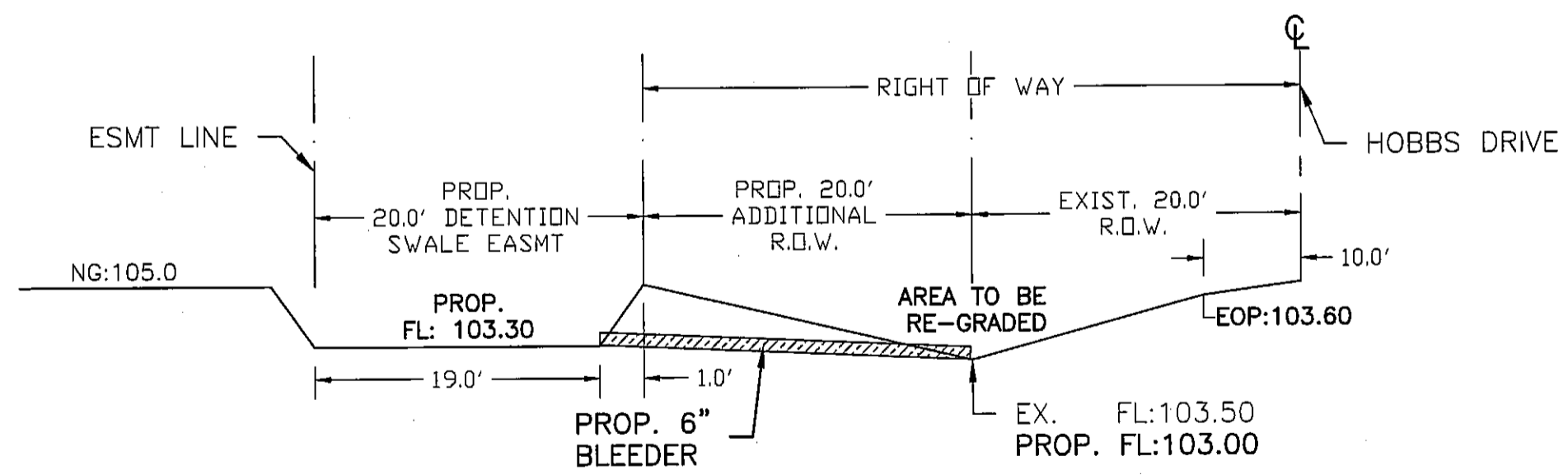
ALVARO G. GONZALEZ  
WARRANTY DEED WITH VENDOR'S  
LIEN DOCUMENT NO. 343303  
OFFICIAL RECORDS

CARLINA FAMILY, L.P.  
A TEXAS LIMITED PARTNERSHIP,  
SPECIAL WARRANTY DEED  
DOCUMENT NO. 2516975  
OFFICIAL RECORDS



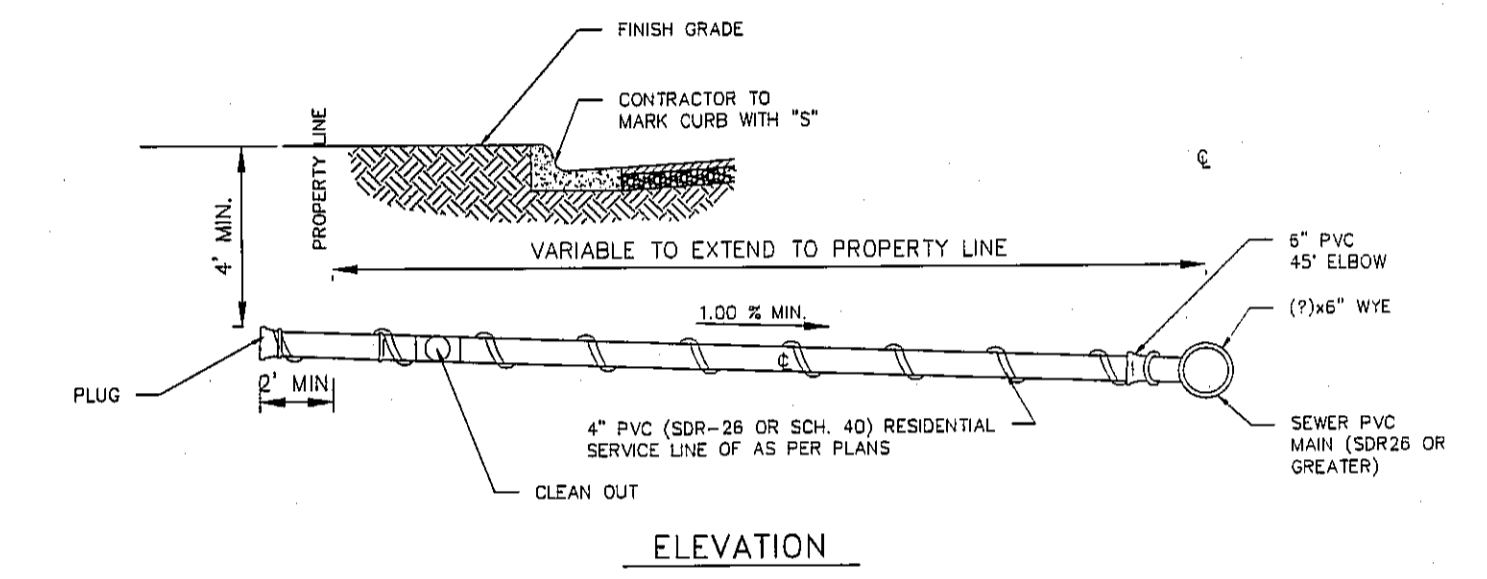
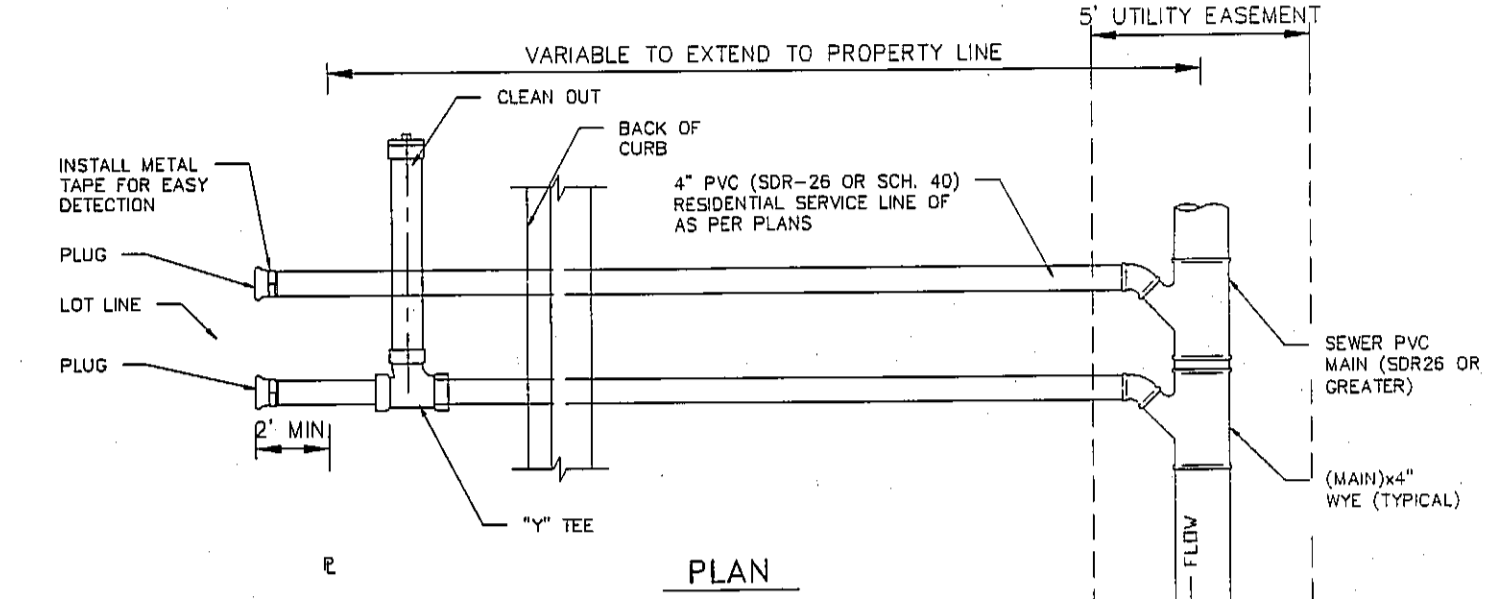
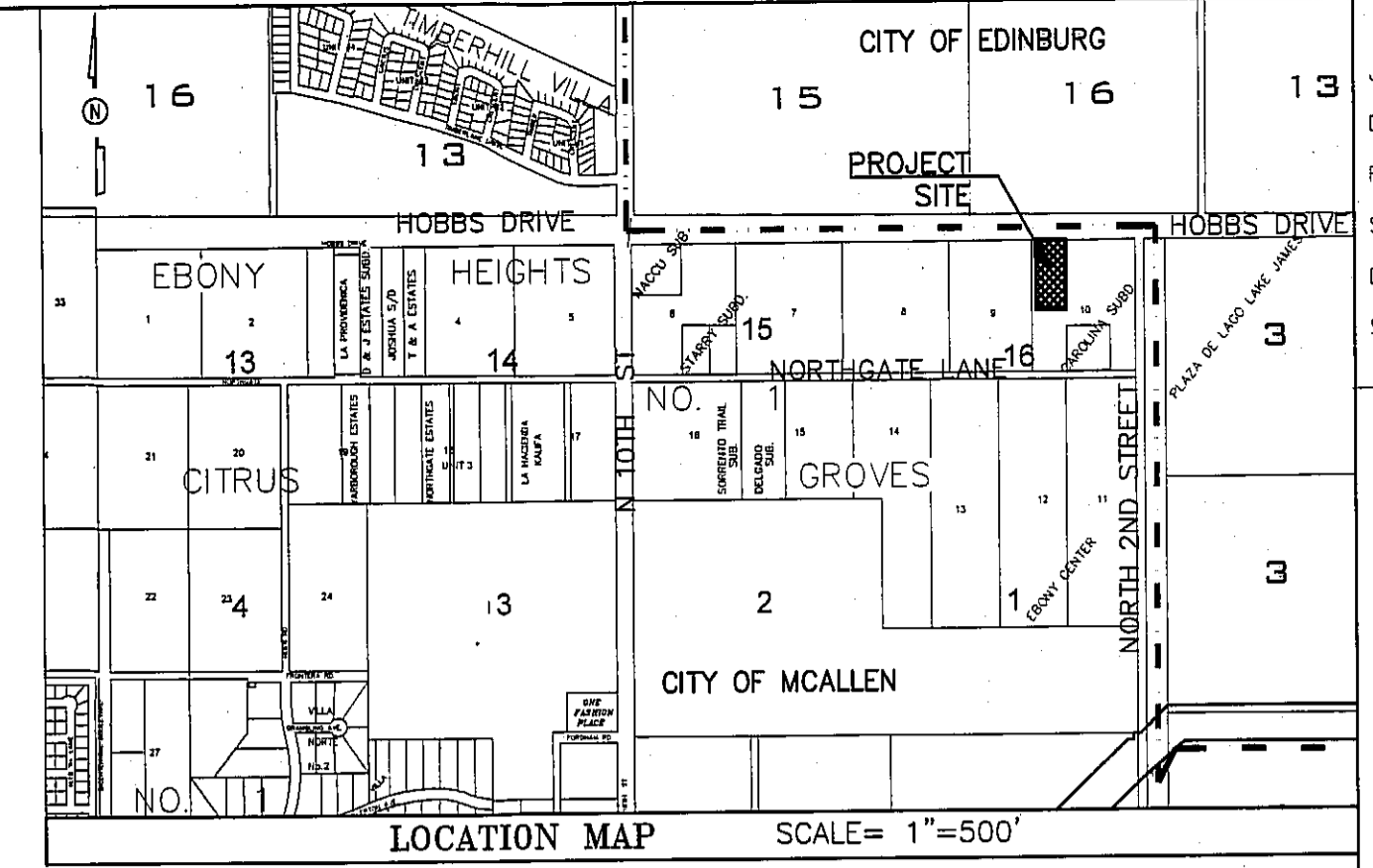
- NOTES**
- INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
  - SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

CROSS SECTION A-A

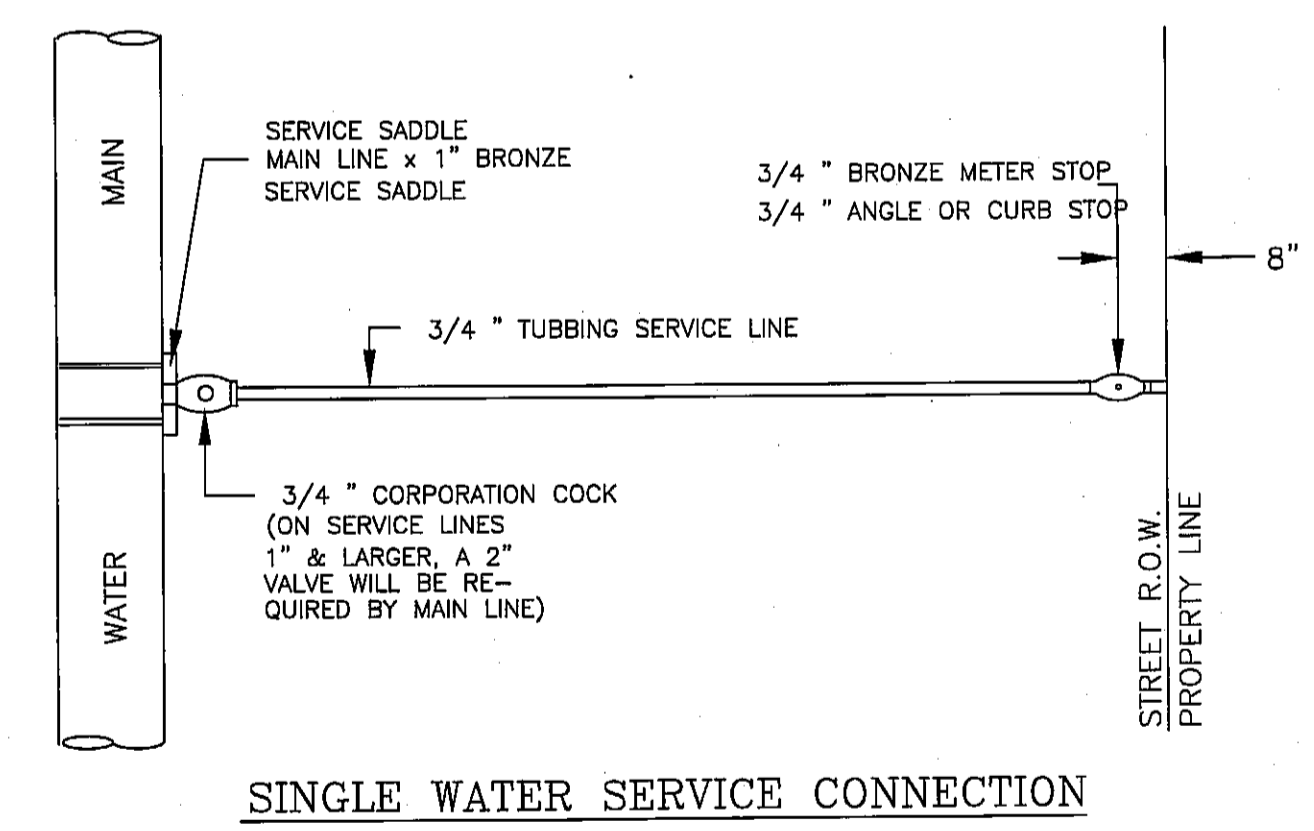


CROSS SECTION A

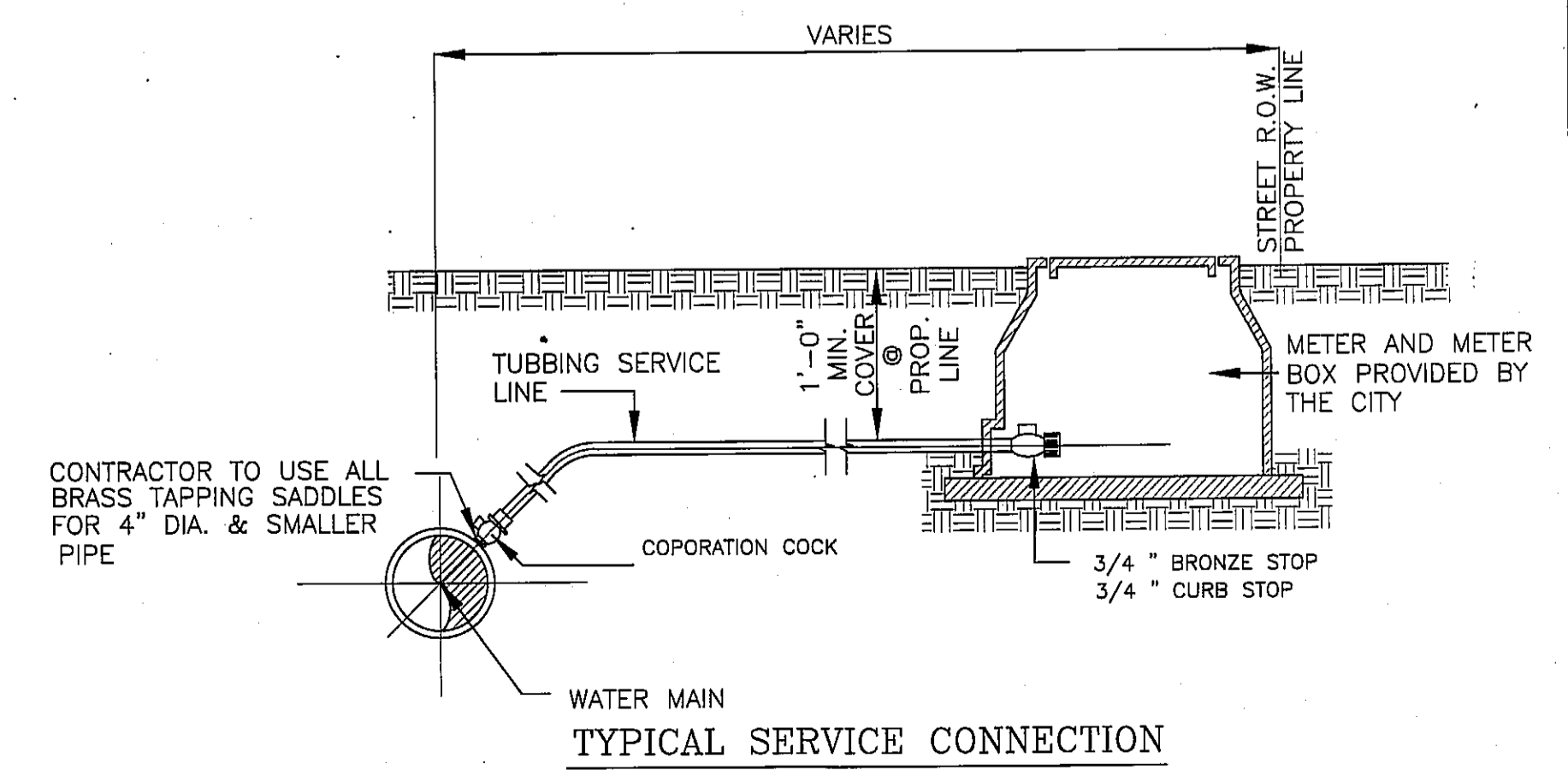
$L \times W \times D = CY$   
 $95FT \times 19FT \times 1.7 FT = 3068 FT^3$   
 $CY = 3068 FT^3$  OF STORM WATER DETENTION.



TYPICAL RESIDENTIAL  
SEWER SERVICE DETAIL  
CITY OF EDINBURG DETAL S-1



SINGLE WATER SERVICE CONNECTION



TYPICAL SERVICE CONNECTION

## HOBB'S FARM SUBDIVISION UTILITY & DRAINAGE LAYOUT PLAN

*Pablo Soto Jr.*  
4/24/2025  
PABLO SOTO, JR. P.E.  
P.E. No. 66278

**PABLO SOTO, JR. P.E.**  
CIVIL ENGINEER & LAND SURVEYOR  
1208 S. IRONWOOD ST. PHARR, TEXAS-76577  
(TEL) 361-460-1805 (FAX) 361-566-8277  
FIRM No. P-30208



BOARD OF TRUSTEES MEETING  
TUESDAY, JUNE 23, 2026 – 4:00 PM  
MCALLEN CITY HALL - 3RD FLOOR  
1300 HOUSTON AVE, MCALLEN, TX 78501

## AGENDA

AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE 551.071(2) TO CONFER WITH ITS LEGAL COUNSEL ON ANY SUBJECT MATTER ON THIS AGENDA IN WHICH THE DUTY OF THE ATTORNEY TO THE MCALLEN PUBLIC UTILITY BOARD UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. FURTHER, AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION TO DELIBERATE ON ANY SUBJECT SLATED FOR DISCUSSION AT THIS MEETING, AS MAY BE PERMITTED UNDER ONE OR MORE OF THE EXCEPTIONS TO THE OPEN MEETINGS ACT SET FORTH IN TITLE 5, SUBTITLE A, CHAPTER 551, SUBCHAPTER D OF THE TEXAS GOVERNMENT CODE.

### CALL TO ORDER

### PLEDGE

### INVOCATION

EMPLOYEE OF THE MONTH - JOSE LUIS MUÑOZ - WASTEWATER TREATMENT PLANT &  
LIZANDRO GONZALEZ - METER READERS

### 1. MINUTES:

- a) Approval of the Regular Meeting Minutes held on May 27, 2026

**APPROVED**

### 2. CONSENT AGENDA:

- a) Approval of My Home Crossing Dreams Subdivision (1 Lot / Apartments)
- b) Approval of Livsmart Subdivision (1 Lot/ Hotels)
- c) Approval of Auburn Heights Subdivision (1 Lot / Apartments)
- d) Approval of Milmor Addition Lots 10A, 11A, & 12A Subdivision (2 Lots / Single Family)

**ALL APPROVED**

### 3. BIDS AND CONTRACTS:

- a) Award of Contract for Auditing Services for Fiscal Year Ending 2026-2030. **APPROVED**
- b) Discussion and Possible Approval of the revised Memorandum of Understanding for the McAllen Sewer Extension, LLC **APPROVED**
- c) Consideration and Approval of Award of Contract for the Balboa Waterline Improvements Phase IV-B Project No. 06-26-C32-851 (CDBG Funded) **APPROVED**

**4. ORDERS:**

**APPROVED**

- a) Order amending the budget of the McAllen Public Utility Board of Trustees for Fiscal Year 2025-2026 for an increase in expenditures within the Wastewater Depreciation Fund

**5. RESOLUTION:**

**APPROVED**

- a) A Resolution of the Public Utility Board of Trustees of the Public Utility of the City of McAllen, Texas designating Kareem Abdullah as an investment officer along with Isaac J. Tawil, Marco A. Vega, P.E., Sonia Resendez, and Maria Chavero, for the McAllen Public Utility of the City of McAllen, Texas.
- b) A Resolution of the Board of Trustees of the City of McAllen Public Utilities, Hidalgo County, Texas, Amending Texpool Authorized Representatives and Providing an Effective Date **APPROVED**

**6. UTILITY LAYOUTS:**

- a) Discussion and Possible Approval for the Hernandez Acres Subdivision and Septic Tank Variance (2 Lots / Single Family) **APPROVED**
- b) Discussion and Consideration of approval of Amendment No. 1 to the Memorandum of Understanding between McAllen Public Utility and contractor of McAllen Near Shoring Subdivision **APPROVED**
- c) Hobb's Farm Subdivision: Consideration and Approval of the Proposed Amended Interlocal Agreement for Sewer Service between the City of McAllen and the City of Edinburg **APPROVED**

**7. MANAGER'S REPORT:**

- a) Review of Quarterly Investment Report for the Quarter Ended March 31, 2026

**ACCEPTED**

**8. FUTURE AGENDA ITEMS:**

**9. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS**

- a) Consultation with City Attorney regarding pending litigation Tex. Gov't Code Sec. 551.071.

**NO ACTION REQUIRED.**

**ADJOURNMENT**

**IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY UTILITY ADMINISTRATION (681-1630) FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES MAY TAKE VARIOUS ACTIONS; INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OF TIME. THE MCALLEN PUBLIC UTILITY BOARD 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.**

**THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON JULY 14, 2026.**

**INTERLOCAL AGREEMENT FOR SEWAGE  
COLLECTION AND TREATMENT SERVICES  
CITIES OF MCALLEN AND EDINBURG**

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

**THIS AGREEMENT** entered into by and between the City of McAllen, Texas, a Municipal Corporation, acting by and through the McAllen Public Utilities Board of Trustees of the City of McAllen, Texas, and hereinafter jointly referred to as "McAllen," and the City of Edinburg, a Municipal Corporation, acting by and through its designated officials, hereinafter called "Edinburg".

WHEREAS, Edinburg is an incorporated home rule Municipal Corporation of the State of Texas located north and east of the existing city limit lines of McAllen, a home rule municipal corporation, with both cities located in Hidalgo County;

WHEREAS, McAllen Public Utilities operates the sanitary sewer system in and for the City of McAllen, including wastewater collection lines, and other facilities to collect the sewer from its sewer service area and transmit same to wastewater treatment facilities;

WHEREAS, The City of Edinburg owns and operates the sanitary sewer system, including wastewater collection lines, and other facilities to collect the sewer from its sewer service area and transmit same to wastewater treatment facilities;

WHEREAS, City of Edinburg has owned and operated wastewater treatment facilities and has developed the trained and skilled management necessary to operate

and manage wastewater treatment facilities whose output can be shared with other parties;

WHEREAS, McAllen Public Utilities has owned and operated wastewater treatment facilities and has developed the trained and skilled management necessary to operate and manage wastewater treatment facilities whose output can be shared with other parties;

WHEREAS, as a result of the proximity of the service areas of the parties it will be economically feasible and mutually beneficial for both parties to be provided sanitary sewer service within the other parties Certificate of Convenience and Necessity (CCN) at locations defined in Amendments to this general Agreement from time to time as executed by both parties;

WHEREAS, both parties propose to make available wastewater treatment facilities capable of serving the needs of the other party within the other party's sewer CCN;

WHEREAS, both parties have or will have the capacity to transport and treat sewage from the other party's sanitary sewer customers generated within the other party's City Limits and its extraterritorial jurisdiction located in and adjacent to their mutual borders;

WHEREAS, it is the desire of Edinburg and McAllen to provide for this Interlocal Governmental Agreement by and through the appropriate ordinances of the respective cities, setting out the agreement for sewage transportation and treatment services as

provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth hereinafter, the Parties agree as follows:

### ARTICLE I. DEFINITIONS

Section 1.00 The following Definitions shall have the following meanings for the purposes of this Agreement:

a. "B.O.D." means the biochemical oxygen demand which shall mean the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty degrees centigrade (20C), and performed in accordance with the procedures established by the *Standard Method for the Examination of Water and Waste Water*.

b. "CCN" means a Certificate of Convenience and Necessity issued by the TCEQ for sanitary sewer service.

c. "Point of Delivery" means the location in one utility's collection system at which the other shall deliver its wastewater for treatment at the Facility.

d. "Pretreatment" means the treatment of wastewater prior to delivery to produce a B.O.D. and T.S.S. conforming to the agreed upon standards.

e. "Service Area" means the specifically designated area in which one utility's wastewater may be collected and delivered to the other utility for treatment as shown in the service area boundary map.

- f. "System" means the respective party's sewer collection system and POTW.
- g. "TCEQ" means the Texas Commission on Environmental Quality.
- h. "TSS" means total suspended solids in mg/l.
- i. "POTW" means publicly owned treatment works.
- j. "NPDES" means national pollutant discharge elimination system.

## **ARTICLE II. WASTEWATER TREATMENT**

Section 2.00 Treatment. Subject to the limitations set out herein, both parties hereby accepts other party's offer to provide treatment for sewage generated within the other CCN for the Service Areas as designated in Amendments to this general Agreement. Both parties agree to make available certain treatment capacity for the treatment of domestic wastewater to be conveyed by other party to the Point of Delivery, as described in the Amendments to this agreement, for conveyance to the respective Facility.

Section 2.01 Collection system. Sewage from each party's Service Area will be collected by mains and lines constructed, owned, and operated by that party. Each party will maintain its own System unless it is requested and agreed to that the other party will be responsible for maintenance. If the first party does request the other party to do the maintenance, an alternative treatment charge will be negotiated. All mains and lines within a party's Service Area are, and hereafter shall be and shall remain the sole and separate property of that party regardless of which city services this area.

Certain proposed sewer transmission lines may be constructed and paid for by

party receiving the service and are hereinafter referred to as the receiving party's System. The dividing line between the System of the party providing service and the System of the party receiving service shall be the border between both cities. The party receiving service will deliver its sewage to the party providing service at a point or points approved by the receiving party.

Each respective party shall be solely liable for capital debts relating to the improvements to their respective Systems.

2.02 Maintenance and replacement. Each party will be responsible for maintenance of its System.

If one party provides maintenance at the request of the other party, then the duration and costs for the party's responsibility will be defined in Amendment(s) to this Agreement.

Each party will be required to install new equipment or modify existing equipment or operations to conform to state and federal laws or regulations and to keep its Systems in similar efficiency and as operational as other party's System. Upon receiving written notice from the other party that certain repairs need to be made, new equipment needs to be installed, or procedures of operation need to be changed, and the same are party's responsibilities hereunder, the party agrees to make such repairs within ninety (90) days, if possible, or in a lesser time if required by state or federal authorities. If an emergency exists, each responsible party will provide for immediate repairs. The repeated or habitual failure of either party to make such repairs,

installations or changes as required by this Agreement, upon notice in writing to do so from other party within the time periods specified, will be sufficient grounds for the party to discontinue accepting sewage from the other's Service Area in whole or in part, until the problem is corrected.

2.03 Treatment and collection facilities. During the term hereof, each receiving party agrees to treat, and each delivering party agrees to pre-treat as required, all of the sewage generated now or in the future by the sanitary sewage customers within the respective Service Area. The agreement to accept and treat the others wastewater is limited under the terms of the applicable Amendment(s) to this Agreement and specifically as follows:

- a. Other limitations as presently required or may be required under NPDES and Discharge Permit for operation of the respective Facility.
- b. General discharge prohibitions. The delivering party shall enforce its ordinances so that no user shall discharge any wastewater or industrial waste that will interfere with the normal operation or performance of the receiving party's POTW. The prohibitions in this section apply to all users of the POTW whether or not the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- c. Specific discharge prohibitions. The delivering party shall enforce its ordinances so that no user may discharge wastewater to the POTW, which by itself or interaction with other wastewater may:

(i) Contain solid or viscous pollutants in amounts, which will cause obstruction to the flow in the POTW resulting in interference. These materials may include ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper products, either whole or ground by garbage grinders, slops, chemical residues, paint residues or bulk solids;

(ii) Constitute a hazard to humans or animals;

(iii) Create a hazard in receiving waters of the wastewater treatment plant effluent;

(iv) Result in the presence of toxic gases, vapors or fumes within the other's POTW in a quantity that may cause acute worker health and safety problems; or

(v) Contain any pollutant, including oxygen demanding pollutants, (BOD, etc.) at a flow rate and/or pollutant concentration which will cause interference.

d. Chemical discharges. The delivering party shall enforce its ordinances so that no user will discharge to the POTW any wastewater, which may contain:

(i) Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin in amounts that will cause interference or pass through.

(ii) Any liquids, solids, or gases which create a fire or explosion hazard (such as gasoline or diesel fuel) in the POTW, including but not limited to wastes with a closed cup flashpoint of less than 140 degrees Fahrenheit, using the test methods specified in 40 CFR 262.21.

(iii) Waste, which has pH lower than 6.0 or higher than 9.0, or any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel at the POTW.

(iv) Any concentration of pollutants constituting a slug.

(v) Free or emulsified fats, wastes, grease or oils in excess of 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (zero and 65 degrees Celsius). An oil and grease concentration of 500 mg/L is allowable for non-significant industrial and commercial users, such as restaurants, provided that the waste:

- (A) Derives from animal or vegetable materials;
- (B) Biodegrades readily in the treatment plant
- (C) Does not obstruct or limit sewer flow;
- (D) Is pretreated by an approved trap or other pretreatment device; and
- (E) Otherwise meets the receiving party's system's ordinances relating to sewage as presently exists or as they may hereinafter be amended.

Each party agrees that all capacity and service charges will be based on the calculations for other users under their respective ordinances.

### **ARTICLE III. TERM AND TERMINATION**

Section 3.00 Effective date. This Agreement will become effective upon the execution by both Parties. If both Parties fail to execute this Agreement by February 1, 2003, the Agreement and offer will cease and this Agreement will be of no force or

effect.

Section 3.01 Term. The term of this Agreement will be for a period of 25 years unless sooner terminated in accordance with the provisions herein listed. This Agreement may be renewed or extended for such term as may be agreed upon by the parties.

Section 3.02 Termination by outside agency. This Agreement may be terminated by either party if it becomes illegal or impossible to perform its obligations under this Agreement as a result of the occurrences of any one or more of the following:

(a) The cancellation, amendment or other limitation by any local, state or federal agency of any of the permits, amendments, licenses or authorizations required for the treatment of wastewater or for the construction or operation of the wastewater treatment facility;

(b) The promulgation or issuance of any order, rule, regulation or determination by a court or governmental agency.

If a Party in this Agreement desires to terminate this Agreement by reason of any of the events described in this Section 3.02, the Party will, within three (3) weeks after it acquires knowledge of such event, deliver to the other party a written notice stating such condition describing the event, and specifying the date on which this Agreement is to terminate, which date will be at least six (6) months from the date of such notice, unless the federal or state agency having jurisdiction requires an earlier termination.

Section 3.03 Termination by Default. If the Parties or either Party defaults in the

observance or performance of any of the provisions, agreements or conditions to be observed or performed under this Agreement, the non-defaulting party shall give written notice to the party in default of its intention to terminate this Agreement, specifying the failure of default. Upon by the expiration of a forty-five (45) day period, or such longer period as may be specified in such notice, or any amendment of or supplement to such notice, if the default in such notice shall not have been fully cured, and if it has not been so cured the notifying party may terminate this agreement by written notice.

#### **ARTICLE IV. RATES AND CHARGES**

Section 4.01 Initial rate. The delivering party shall pay charges to the receiving party based on receiving party's current rate for sanitary sewer services to its general service customers, plus any service charges or surcharges which would be applicable under the receiving parties rate ordinances in effect on the effective date hereof.

Section 4.02 Rate Adjustment. Either party may raise its rate for sanitary sewer service from time to time as needed to maintain a just and reasonable rate. The basis for a rate increase may be the general service rate either party charges its customers. Any rate increase will recognize that both parties provide their own retail service and these factors justify different rates for each party than are charged to each party's general service customers. Neither party shall increase the other's rate based on capitalized expenditures for capital improvements not useful in serving the applicable Service Area(s). Any necessary capital improvements relating to serving the Service Area(s) and not already paid for by the other party may, however, be included in a rate

increase to the other party.

Each party shall give the other party sixty (60) days notice before the raising of the rate hereunder. Each party shall provide its calculation information for the proposed rate increase to the other party in the notice which shall be at least sixty (60) days before the information is presented to the appropriate elected official for action.

Section 4.03 Payment. Each party will pay the other party for the sanitary sewer charges collected from their user customers connected to the other party's System on the 15th of each month. Such payment shall be based on the water volume delivered to the respective sanitary sewer user customer served under this Agreement times the applicable sanitary sewer rate as provided in the receiving party's rate ordinance.

The delivering party shall transmit data for each sanitary sewer user customer served by the other party along with the monthly payment. The parties recognize that water and sewer customers are billed on a cycle basis because of meter reading schedules and that monthly payments for sanitary sewer treatment purposes may reflect such schedules. The parties may negotiate a master meter procedure for all or any Service Areas added to this agreement by amendment hereto, which may require initial and final payments be made on a prorated basis.

Section 4.04. Maintenance Charge. If one party agrees to maintain other's collection System, upon written request from the other party, a fair and equitable rate will first be determined by the party providing the service and be mutually agreed to by the requesting party.

## **ARTICLE V. RECORDS AND REPORTS**

Section 5.00. Regulations. Each party will maintain and enforce appropriate sanitary sewer services ordinances covering all applicable sanitary sewer customers within its Service Area.

Section 5.01 Availability of records. All books and records pertaining to this Agreement, shall be made available for inspection and audit by either Party. Appropriate retention schedules shall be agreed upon by both Cities; however, absent such agreement all records shall be kept a minimum of two years.

Section 5.02 Subdivisions, connections, and self-reporting data. Within thirty (30) days subsequent to the effective date of this Agreement, each party will furnish the other party all preliminary subdivision plats approved by each party located in a Service Area, and all other applicable subdivision plats hereinafter filed for approval with each party under its subdivision approval authority which subdivisions will be connected to other's facilities.

Within thirty (30) days of filing with the respective agency, each party shall furnish the other party copies of reports filed with any state or federal agency relating to the quality or quantity of the wastewater discharged from the Facility including any Discharge Monitoring Reports or other self-reporting data.

Section 5.03 Inspections and Violations. Each party and its authorized representatives are hereby granted the right to inspect the other's System and to take samples and perform tests upon reasonable notice and at any reasonable time and

place to determine whether the others System is being operating properly and complying with all federal, state and local laws and regulations. If such tests show harmful substances in excess of the quantity or concentrations permitted under the Party's Code of Ordinances, the Utility Manager or representative will notify the other party in writing. The notified party will immediately impose the applicable surcharges, and/or other penalties assessed therefore by Party's ordinances against the violating customer. In addition, each Party will require the violating customer to make the adequate corrective measures to remedy such conditions. Each party shall continue to collect all surcharges and/or penalties until notified in writing by the Utility Manager or representative that such conditions have been remedied. Any surcharges or penalties due under either parties' ordinances and collected by the other shall be paid over to the party providing the service. Either party may charge an additional fee to the violating customer to recover that party's costs for collecting and enforcing any federal, state or local law or regulation against such customer. Both parties recognize that neither is responsible for payment of surcharges or penalties from any of its customers' violations of other party's wastewater ordinances.

5.04 Enforcement of Rules. To the extent applicable, each party shall, and the other may, at other's request or if the other party refuses, to enforce and maintain against the other's sanitary sewer customers in the Service Area, the Sewer Ordinances of the other party and statutes and regulatory rules under the Texas Water Code, United States Code and regulations under there which pertain to and regulate sewage disposal

and are in force covering the applicable System.

5.05. Emergencies. Each party agrees to notify the Utility Manager or representative as promptly as possible of all emergency and other conditions, which may directly or indirectly affect the operation of the Facility. Each party agrees to notify the other party as promptly as possible of all emergencies and other conditions, which may directly or indirectly affect the ability of that party to transport and/or treat the other's wastewater.

## **ARTICLE VI. SEWER CONNECTIONS**

6.01 Construction of Collection System and Transmission System. Each party will design and build its facilities in compliance with all applicable federal, state and local laws, rules and regulations and further agrees to make available its construction plans and specifications to the other prior to their submission to each Party's governing body for approval, and the other may offer its recommendation, particularly with regard to design and construction of the facilities for the Point of Delivery, Facilities shall meet and be in compliance with all federal, state and local laws, rules and regulations, including any pretreatment requirements in effect at the time of this Agreement or in the future.

Each party shall require all sewer connections to be made in conformity with the provisions of the Standard Plumbing Code, as it presently exists or as it may be amended. All new sewer connections shall be made only after an application has been made to and a permit issued by the appropriate Party.

6.02 Limitation of customers. Each party agrees not to allow any septic tank hauler or honey wagon operator to discharge any sewage into the other's System.

## **SECTION VII. GENERAL**

7.01 Responsibility. Each party has the responsibility for the proper reception, transportation, treatment, and disposal of all wastewater discharged into its System in accordance with state and federal law, but not for prohibited discharges entering its system from the other's System. Each party agrees to continuously operate and maintain its wastewater treatment and collection system in an efficient manner and in accordance with good business and engineering practices, and at a reasonable cost and expense. If an interruption of service occurs, each party shall restore service to the other's Service Area within a reasonable time and the same preference shall be given to other's Service Area customers as to the restoration of service as given to it's own residents and other customers.

7.02. Interlocal Agreement. This Agreement is an Interlocal governmental agreement and does not create any third party benefits to any person, or entity other than the signatories hereto, and is solely for the consideration herein expressed. No existing or potential user of the System shall have any right, title or interest in and to this Agreement except as a customer of the system as if the Agreement did not exist.

This Agreement is made for the purpose of providing wastewater treatment services by each party to the other. No partnership or joint venture is intended to result from this relationship. The party providing the service bears sole responsibility as set

forth herein and that party accepts no responsibility to operate, manage, supervise, or otherwise at any time to repair, to warn or to make safe any condition which may exist at any point on the other party's system, except if maintenance for that system is placed under that party's responsibility as specifically provided herein.

7.03 Notice. Unless specified otherwise herein, any notice required or appropriate hereunder shall be sent to the City of Edinburg, co City Manager, P. O. Box 1079, Edinburg, Texas, 78540 and to the City of McAllen, co Utility Manager, P O Box 220, McAllen, Texas, 78505-0220 by registered or certified mail, or delivered directly to the aforesaid officials by messenger.

7.04. Waiver and modifications. Failure to enforce or the waiver of any provision of this Agreement or any breach of nonperformance by either Party shall not be deemed a waiver by either Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of each party to receive payment which will never be determined to be waived, will be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No official, officer or agent of either Party is authorized to waive or modify any provision of the Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by both Parties' authorized representatives.

Section 7.05. Captions. The section and captions contained herein are for conveniences of reference only and are not intended to define, extend or limit any provision of this Agreement.

Section 7.06 Alternate Dispute Resolution. It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of a non-binding mediation. If mediation efforts are unsuccessful, either party may require that the dispute be submitted to a binding arbitrator.

Section 7.07 Neutral Party. Said neutral party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral party, then they shall submit the process to the American Arbitration Association for the selection of a neutral party and the accomplishment of the dispute resolution, in accordance with its guidelines.

Section 7.08 Legal Action. Should this Agreement be placed by MPU or Edinburg in the hands of an attorney for collection, specific performance or declaration of rights hereunder, then the prevailing party in any suit, arbitration or administrative case shall be entitled to collect its costs and reasonable and necessary attorney's fees. The term "prevailing party" means that party who substantially received the relief sought whether relief is of a plaintiff or defendant posture.

Section 7.09. Suspension. Either party shall, to the extent permitted by laws, discontinue providing sewer services to the other party and its sanitary sewer customers so long as that party remains delinquent in any payments due hereunder for a period of sixty (60) days, and shall not resume such service while delinquent. However, either party may pursue all legal remedies against the other to enforce and protect its rights, and neither party shall be relieved of its liability to the other party for the payment of all amounts, which would have been due hereunder.

Section 7.10. Force Majeure. If by reason of force majeure any party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such party will give notice and full particulars of such force majeure in writing within a reasonable time after occurrence of the event or cause relied on. The obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightening, earth quake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of

any other causes not reasonable within the control of the party claiming such inability.

Section 7.11 Insurance. MPU and Edinburg both agree to carry fire, casualty, public liability, public official, and other insurance (including self-insurance to the extent deemed advisable by each Party) on their respective wastewater systems for purposes, and in amounts, which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that neither Party shall be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the respective Party's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute an operation and maintenance expense of each system. MPU and Edinburg agree to cooperate on obtaining any insurance to avoid overlapping coverage of each City's wastewater system.

Section 7.12. Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections,


subsections, provisions, clauses, or words of this agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not be included herein, and the obligations of the parties hereto shall be construed and remain in force accordingly.

EXECUTED IN DUPLICATE ORIGINALS, this 28<sup>th</sup> day of January, 2003.

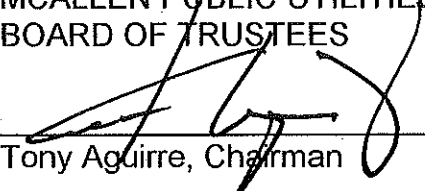
CITY OF MCALLEN

  
\_\_\_\_\_  
Leo Montalvo, Mayor


ATTEST:

  
\_\_\_\_\_  
Mike R. Perez, City Manager

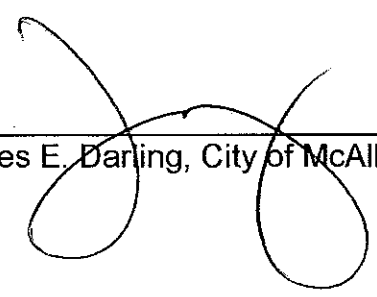
MCALLEN PUBLIC UTILITIES  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
Tony Aguirre, Chairman

ATTEST:

  
\_\_\_\_\_  
T. Anthony Reid, P.E., Utility Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James E. Darling, City of McAllen Attorney

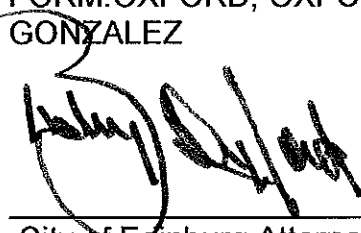
CITY OF EDINBURG

  
\_\_\_\_\_  
Joe Ochoa, Mayor

ATTEST:

  
\_\_\_\_\_  
John R. Milford, City Manager

APPROVED AS TO  
FORM: OXFORD, OXFORD &  
GONZALEZ

  
\_\_\_\_\_  
City of Edinburg Attorney  
Brinkley L. Oxford, City Attorney



**CITY OF EDINBURG - CITY COUNCIL**

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.C.

Hanson Professional Services, Inc.

**1. Agenda Item:**

Consider Authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$66,900.00 for permit modification applications for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

**2. Description:**

This agreement covers all professional services required to prepare and submit minor, non-notice permit modification applications to the TCEQ for Permits MSW-2302 and MSW-956C. These routine administrative adjustments reflect recent structural additions and changes to permit-mandated appurtenances caused by construction, without altering core permit parameters. Submitting these updates ensures the Edinburg Regional Sanitary Landfill remains fully compliant with Title 30 of the Texas Administrative Code (Chapter 330) and Title V of the Code of Federal Regulations, which protect public health and safety.

To maintain operational and technical continuity, staff recommends utilizing Hanson Professional Services, Inc. Approved as the Landfill’s Engineer of Record on March 16, 2021 (RFQ 2021-001), Hanson has extensive expertise with the facility's specific permit requirements. Following the completion of their initial five-year contract in April 2026, the City exercised its first one-year renewal option, extending Hanson's contract through April 2027.

If approved, the project will be completed within six (6) months of issuance of the purchase order.

Funding is allocated within the FY 2025–2026 Solid Waste Management Fund under Professional Services, and staff has verified that the vendor owes no outstanding debts to the City.

**3. Staff's Recommendation:**

Approve authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$66,900.00 for permit modification applications for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.

**Reviewed by:**

Ramiro Gomez, Director of Solid Waste Management

Tomas Reyna, Assistant City Manager

Approved - 6/25/2026

Final Approval - 6/25/2026

**Prepared by:**

Dalinda Cardenas, Administrative Specialist

**Attachments:**

- A. Proposal - Hanson Professional Services
- B. Agreement
- C. Master Agreement

May 28, 2026

Mr. Ramiro L. Gomez, Jr.  
Director of Solid Waste Management  
City of Edinburg  
8601 N. Jasmine Road  
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility  
TCEQ Permit MSW-2302 and 956C Permit Modifications

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to prepare and submit non-notice permit modification applications for specific updates to TCEQ Permit MSW-2302 (2302) and MSW-956C (956C).

The scope of services is described in more detail in the following sections:

### **TCEQ Permit MSW-2302**

This permit will be modified to provide updated information regarding these items:

- AEP overhead power line easement on south property line.
- Monitor Well (MW) equivalency request to allow MW-13 (956C) to serve as a replacement for MWD-8 (2302).
- Relocated Gas Probe (GP) data following the modification of those GP's that were affected by the recent infrastructure development project.
- MWD-9, GPD-7, GPD-8, GPD-10, GPD-11, and GPD-12 installation documents.

Based on our understanding of the work, we propose to prepare and submit a permit modification application package that will include:

- Correspondence Cover Sheet (Form TCEQ-20714)
- Application Cover Letter
- Application Form (Form TCEQ-20650)
- Core Data Form (Form TCEQ-10400)
- Narrative describing the changes to the permit addressed by the modification
- Redline/strikeout pages for the permit changes
- Clean replacement pages for the permit changes
- Application fee payment receipt.

The changes that will be made to the permit will occur in Part I, Part II and Part III. No changes will be made to Part IV. Changes will be made to title pages, table of contents pages, text sections, tables, and drawings as appropriate.

The permit modification application package will be submitted electronically to the TCEQ MSW Permits Section through the TCEQ Send transfer portal. An original and duplicate hard copy will also be sent to the TCEQ MSW Permits Section along with a duplicate hard copy to the TCEQ Region 15 Office.

### **TCEQ Permit MSW-956C**

This permit will be modified to provide updated information regarding these items:

- Relocation of facility benchmark.
- Changes to site utilities and easements, including Texas Gas, Magic Valley Electric Cooperative.
- Relocation of the Landfill Gas Flare.
- Changes to the LFG vent trenches as installed on the south side of Unit 6.
- Updated Gas Probe (GP) data following the modification or relocation of those GP's that were affected by the recent infrastructure development project.
- Updated groundwater monitoring wells (MW) data following the modification or relocation of those MW's that were affected by the recent infrastructure development project.
- Changes to the utility trench vents at specific locations.
- Changes to the configuration of groundwater storage pond E2 to accommodate the actual location of the Texas Gas pipeline.
- Provide structural calculations for the underdrain piping system as requested by TCEQ.

Based on our understanding of the work, we propose to prepare and submit a permit modification application package that will include:

- Correspondence Cover Sheet (Form TCEQ-20714)
- Application Cover Letter
- Application Form (Form TCEQ-20650)
- Core Data Form (Form TCEQ-10400)
- Narrative describing the changes to the permit addressed by the modification
- Redline/strikeout pages for the permit changes
- Clean replacement pages for the permit changes
- Application fee payment receipt.

The changes that will be made to the permit will occur in Part I, Part II and Part III. No changes will be made to Part IV. Changes will be made to title pages, table of contents pages, text sections, tables, and drawings as appropriate. For changes to the drawings, it has been assumed that Hanson will be working from AutoCAD files provided by the City's consultant that originally prepared the drawings and will not have to re-create any of these drawings.

The permit modification application package will be submitted electronically to the TCEQ MSW Permits Section through the TCEQ Send transfer portal. An original and duplicate hard copy will also be sent to the TCEQ MSW Permits Section along with a duplicate hard copy to the TCEQ Region 15 Office.

**Compensation**

Based on the tasks outlined above, the proposed fee for these services will be as follows:

<b>Project Component</b>	<b>Lump Sum Fee</b>
MSW Permit 2302	\$20,600.00
MSW Permit 956C	\$46,300.00
<b>Total Fee</b>	<b>\$66,900.00</b>

Please contact me if you have any questions or if we can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Wilfredo Rivera, Jr., P.E.  
Vice President/Senior Project Manager

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR NON-NOTICE PERMIT MODIFICATION APPLICATIONS FOR EDINBURG REGIONAL SANITARY LANDFILL
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Hanson Professional Services Inc. (hereinafter “Consultant”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City of Edinburg desires to engage the Consultant for services related to Permit 956C and 2302 for professional services to prepare and submit non-notice permit modification applications for the City of Edinburg Regional Sanitary Landfill Development; and

**WHEREAS**, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

**WHEREAS**, City desires to engage Consultant to render services in connection therewith:

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

**SECTION I**  
**EMPLOYMENT OF CONSULTANT**

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

**SECTION II**  
**SERVICES OF CONSULTANT**

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

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

in any way assume any of the liability of the other for acts of the other or obligations of the other.

### **SECTION III** **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
  2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
  3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
  4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
  5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
  6. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

### **SECTION IV** **RESPONSIBILITIES OF CONSULTANT**

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

Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

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

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

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

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

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

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

**SECTION V**  
**PAYMENT AND FEES**

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

A. City hereby agrees to pay invoices submitted monthly on a time and material basis in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

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

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

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

d. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of

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

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

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

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

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

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

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

**SECTION VI**  
**TERM OF AGREEMENT**

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and reimbursable expenses incurred prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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

**SECTION VII**  
**AUTHORIZATION TO PROCEED**

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many

factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

**SECTION VIII**  
**AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION**

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

**SECTION IX**  
**MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation  
In accordance with State statute.
- B. Comprehensive General Liability
  1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregate  
  
or \$500,000 combined single limits
- C. Comprehensive Auto Liability
  1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  2. Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate  
  
or \$500,000 combined single limits
- D. City's Protective Liability
  1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  2. Property Damage  
\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

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

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured on all policies except Workers Compensation and Professional Liability.

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

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

I. Consultant hereby agrees as follows:

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

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable,

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

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

## **SECTION X** **COMPLIANCE STANDARDS**

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

## **SECTION XI** **DEBARMENT PROHIBITION**

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

## **SECTION XII** **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

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

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written

notice of any Dispute, the parties may proceed in accordance with the section below.

**SECTION XIII**  
**CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

**SECTION XIV**  
**INDEMNIFICATION**

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

**SECTION XV**  
**LIMITATION OF LIABILITY**

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

**SECTION XVI**  
**AGREEMENT CONSTRUCTION**

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

**SECTION XVII**  
**NO PENDING LITIGATION**

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

**SECTION XVIII**  
**SEVERABILITY**

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

**SECTION XIX**  
**NOTICE**

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

(a) Notices to the City:

City of Edinburg

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

With a copy to:

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

(b) Notices to Consultant:

Hanson Professional Service, Inc.  
4501 Golihar Road  
Corpus Christi, Texas 78411  
Attn.: Grant Jackson

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

## **SECTION XX NON-APPROPRIATIONS**

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

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

## **SECTION XXI SUCCESSORS AND ASSIGNS**

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

## **SECTION XXII CONFLICT OF TERMS**

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

**SECTION XXIII**  
**NO WAIVERS OR ACCORD AND SATISFACTION**

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

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

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

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

**CITY OF EDINBURG:**

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

**ATTEST:**

BY: \_\_\_\_\_  
Clarice Balderas, City Secretary

**APPROVED AS TO FORM:**  
City Attorney's Office

BY: \_\_\_\_\_  
Benito Alonzo, City Attorney

**HANSON PROFESSIONAL SERVICES INC.**

BY: \_\_\_\_\_  
Dennis Hollahan, Senior Vice President  
1525 South Sixth Street  
Springfield, Illinois 62703  
Phone: 217-747-9287  
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Proposal  
Exhibit "B" Insurance  
Exhibit "C" Master Agreement



March 12, 2026

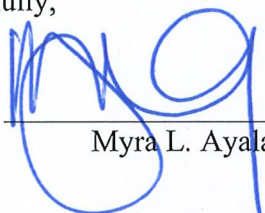
Dennis Hollahan  
1525 South Sixth Street  
Springfield, Illinois 62703  
Phone: (217) 747-9287

Re: Notice to Exercise Extension of Term  
Hanson Professional Services, Inc. Contract No. C-233-21

Mr. Hollahan,

Pursuant to Agreement between Hanson Professional Services, Inc. and the City of Edinburg, the City elects to extend the Agreement for an additional one-year term. The additional term will cover April 17, 2026 and end on April 16, 2027. All other terms of the Agreement remain in full force and effect.

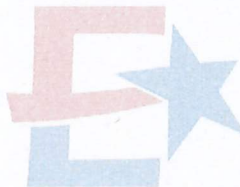
Respectfully,

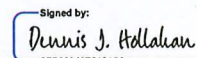
Name:   
Myra L. Ayala

Title: City Manager

Accepted By:

**Hanson Professional Services, Inc.**



Signed by:   
Name: Dennis Hollahan  
Title: Senior Vice President  
Date: 3/13/2026



STATE OF TEXAS	§	<b>AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR ENGINEERING CONSULTING SERVICES RELATED TO THE EDINBURG REGIONAL LANDFILL DEVELOPMENT</b>
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Hanson Professional Services Inc. (hereinafter “Engineer”), are the parties to this Agreement.

**RECITALS**

**WHEREAS**, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit “A”, and

**WHEREAS**, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

**WHEREAS**, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

**WHEREAS**, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

**WHEREAS**, City desires to engage Engineer to render services in connection therewith:

**NOW, THEREFORE**, City and Engineer do mutually agree as follows:

**SECTION I**  
**EMPLOYMENT OF ENGINEER**

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

**SECTION II**  
**SERVICES OF ENGINEER**

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

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

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

**SECTION III**  
**RESPONSIBILITY OF THE CITY**

- A. City will facilitate Engineer's work with the following tasks:
1. Provide Engineer with its requirements for the Services.
  2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services.
  3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.
  4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

**SECTION IV**  
**RESPONSIBILITIES OF ENGINEER**

A. Engineer shall perform the Services described in **Exhibits "A"**.

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

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

D. Engineer will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

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

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

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

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

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

#### **SECTION V** **PAYMENT AND FEES**

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

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

f. Any of Engineer's Services that are defective, requiring correction or replacement;

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

h. Liens have been filed in connection with the Engineer's Services

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

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

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

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

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

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

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

## **SECTION VI** **TERM OF AGREEMENT**

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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

#### **SECTION VII AUTHORIZATION TO PROCEED**

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

#### **SECTION VIII AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION**

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

#### **SECTION IX** **MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation  
In accordance with State statute.
- B. Comprehensive General Liability

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

C. Comprehensive Auto Liability

1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  2. Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate
- or \$500,000 combined single limits

D. City's Protective Liability

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

E. Professional Liability

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

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

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

date of Notice, from the date of payment by the City until repayment of City in full by Engineer.

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

I. Engineer hereby agrees as follows:

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

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

#### **SECTION X** **COMPLIANCE STANDARDS**

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

**SECTION XI**  
**DEBARMENT PROHIBITION**

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

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

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

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

**SECTION XIII**  
**CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

**SECTION XIV**  
**INDEMNIFICATION**

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

**SECTION XV**  
**LIMITATION OF LIABILITY**

A. Engineer agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

**SECTION XVI**  
**AGREEMENT CONSTRUCTION**

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

**SECTION XVII**  
**NO PENDING LITIGATION**

A. Engineer represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Engineer threatened against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect

the validity or enforceability of, or the authority or ability of the Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

**SECTION XVIII**  
**SEVERABILITY**

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

**SECTION XIX**  
**NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Engineer:

Hanson Professional Services Inc.  
4501 Gollihar Road  
Corpus Christi, Texas 78411  
Attn: Grant Jackson

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

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

**SECTION XX**  
**NON-APPROPRIATIONS**

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

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

**SECTION XXI**  
**SUCCESSORS AND ASSIGNS**

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

**SECTION XXII**  
**CONFLICT OF TERMS**

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

**SECTION XXIII**  
**NO WAIVERS OR ACCORD AND SATISFACTION**

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

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

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

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY: \_\_\_\_\_

Ron Garza, City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540  
Phone: (956) 388-8207  
Fax: (956) 383-7111

ATTEST:

BY: \_\_\_\_\_

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: \_\_\_\_\_

Omar Ochoa, City Attorney

ENGINEER

BY: \_\_\_\_\_

Dennis Hollahan, Vice President  
1525 South Sixth Street  
Springfield, Illinois 62703  
Phone: 217-747-9287  
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Scope of Services and Proposal  
Exhibit "B" Insurance

## EXHIBIT "A"

### **SCOPE OF WORK**

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. **Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.**

#### ***I. MAJOR WORK CATEGORIES INCLUDE:***

##### ***1. PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING***

- a. Municipal Solid Waste Permitting and Permit Modifications
- b. Materials Recovery Facility Permitting and Permit Modifications
- c. Transfer Station Permitting and Permit Modifications
- d. Landfill Cell Design
- e. Landfill Cover Design
- f. Final Cover Design
- g. Site Operation Plans
- h. Fill Plans
- i. Grading Plans
- j. Soil Use Plans
- k. Airspace Usage Estimates and Projections
- l. Groundwater Monitoring System
- m. Groundwater Sampling and Analysis Plan
- n. Sequence of Development
- o. Landfill Gas Management Plan
- p. Landfill Closure/Post-Closure Care Cost Estimates
- q. Cost of Service Modeling
- r. Stormwater Permitting
- s. Composting Site Permitting and Development
- t. Air Permitting and Permit Modifications
- u. Odor Control
- v. Floodplain Assessment and Management
- w. Landscape and Irrigation Design
- x. Infrastructure Design
- y. Financial Assurance

##### ***2. CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS***

- a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
- b. Bid Phase Services
- c. Construction Phase Services
- d. Conduct Construction Meetings
- e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
- f. Scheduling
- g. Daily Updates
- h. Construction Quality Assurance/Quality Control
- i. Constant Communication, Evaluation and Re-Design as material costs increase

3. **ENVIRONMENTAL SERVICES**
  - a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
  - b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical
  
4. **LANDFILL SAMPLING LABORATORY TESTING**
  - a. Statistical Evaluation
  - b. Regulatory Reporting
  
5. **LANDFILL PLANNING AND ENGINEERING SERVICES**
  - a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
  - b. Annual Municipal Solid Waste Report
  - c. Planning for Operational Issues
  - d. Leachate Storage and Disposal
  - e. Interior and Exterior Roads
  - f. Storm Water and Sediment Control
  - g. Stockpile Locations and Utilization
  - h. Borrow Area Grading and Utilization
  
6. **LANDFILL GAS SERVICES**
  - a. Landfill Gas Management Plan Development and Update
  - b. Gas Collection and Control System Design
  - c. Gas System and Control System Expansions
  - d. Planning
  - e. Design
  - f. Budgeting
  - g. Permitting
  - h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.
  
7. **LANDFILL RELATED DRONE AND SURVEYING SERVICES**
  - a. Physical Site Survey and/or Drone Flights
  - b. Collect Aerial Topography Data
  - c. Estimate Airspace Consumption
  - d. Determine Waste Settlement Rate Estimates.
  - e. Quarterly and Annual Surveys



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2021

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

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

<b>PRODUCER</b> Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	<b>CONTACT NAME:</b> Linda Bomarito <b>PHONE (A/C No., Ext):</b> 309-282-3903 <b>E-MAIL ADDRESS:</b> lbomarito@holmesmurphy.com	<b>FAX (A/C, No):</b> 866-501-3945
<b>INSURED</b> Hanson Professional Services Inc.  1525 South 6th Street  Springfield, IL 62703		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> XL SPECIALTY INS CO	<b>NAIC #</b> 37885
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 61963267

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim	10,000,000
							Aggregate	10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

**CERTIFICATE HOLDER**
 City of Edinburg  
 Attn: Dalinda Cardenas  
  
 415 W. University Dr.  
  
 Edinburg, TX 78539

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Dalinda Cardenas*

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 ACORD 25 (2016/03)  
 HANPRO  
 61963267

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## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.D.

FY2026 DEA Task Force Vehicle Reimbursement MOU

### 1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding (MOU) Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Reimbursement of Vehicle Expenses for Fiscal Year 2025-2026. [Jaime Ayala, Chief of Police]

### 2. **Description:**

The U.S. Department of Justice, Drug Enforcement Administration (DEA), will reimburse the City of Edinburg for the vehicle expenses incurred by reason of their officer's participation in Homeland Security Task Force (HSTF) Investigations (formerly Strike Force investigations). Fiscal Year 2025-2026 will be the final funding year for the vehicle lease program.

The officer will work jointly with the DEA to conduct duties that include, but are not limited to:

- disrupt the illicit drug traffic in the Edinburg, Texas, area by immobilizing targeted violators and trafficking organizations;
- gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
- conduct essential and authorized undercover operations and assist and engage in all traditional and routine investigations that will result in successful and effective Grand Jury indictments and/or Federal or State Court prosecutions.

Vehicle expenses were pre-approved for reimbursement in support of historical Strike Force Groups now operating as HSTFs. Approved annual vehicle expenses, not to exceed \$900.00 per month, are:

Edinburg PD Vehicle Lease \$9,540.00

The term of this understanding shall be effective from October 1, 2025 until September 30, 2026.

### 3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter Into a Memorandum of Understanding (MOU) Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Reimbursement of Vehicle Expenses for Fiscal Year 2025-2026.

**Reviewed by:**  
Jaime Ayala, Chief of Police

**Prepared by:**  
Mary Gonzalez, Grants  
Analyst

Iris Alvarado, Management  
Services Administrator

**Attachments:**

A. DEA HSTF Funds - Vehicle Reimbursement Agreement FY 2026

**DRUG ENFORCEMENT ADMINISTRATION  
EDINBURG POLICE DEPARTMENT  
REIMBURSEMENT OF COSTS  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Drug Enforcement Administration (DEA) and the Edinburg PD ("the Parties"). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the DEA to enter into this agreement can be found at Title 28, United States Code (U.S.C.) § 530(c), Title 21 U.S.C. § 878, and Title 28, Code of Federal Regulations (C.F.R.) § 0.100.

**PURPOSE**

3. The purpose of this Agreement is to define the roles and responsibilities of the Parties concerning reimbursement for the Edinburg PD vehicle expenses incurred by reason of their participation in HSTF Investigations (formerly Strike Force investigations). Fiscal Year 2026 will be the final funding year for the vehicle lease program.
4. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of the other party.

**BACKGROUND INFORMATION**

5. Vehicle expenses were pre-approved for reimbursement in support of historical Strike Force Groups now operating as HSTFs. Approved annual vehicle expenses, not to exceed \$900.00 per month, are:

Edinburg PD	Vehicle Lease	\$9,540.00
-------------	---------------	------------

6. Costs that are not eligible for DEA reimbursement include, but are not limited to:
  - Fuel
  - Repairs/Damages to vehicle
  - Registration
  - Maintenance
  - Insurance
  - Fees and Taxes

7. When a leased vehicle is under a State and Local officer's control, the State and Local officer must park or store the vehicle in a manner that reasonably protects it from theft or damage and must lock it when unattended.

### **SPECIFIC RESPONSIBILITIES**

8. Contingent on the availability of funds and in accordance with Department of Justice Policy, the DEA will provide funding on a reimbursable basis to the Edinburg PD for permissible vehicle expenses incurred by the Edinburg PD in supporting HSTF Investigations.
  - A. Reimbursements will be made each month from the DEA Houston Field Division upon receipt of an invoice from the Edinburg PD for vehicle expenses incurred in that month. Funds will only be provided for vehicle expenses already paid by the Edinburg PD.
  - B. Reimbursement Requests must be submitted from the Edinburg PD to the Houston Field Division for vehicle expenses and equipment purchases during the month. The monthly Reimbursement Request must only contain vehicle expenses incurred during the corresponding month. Any deviation from monthly billing must be approved by the Houston Field Division. DEA is aware that during Fiscal Year 2026 that this agreement came late and after the first quarter. Prior approved vehicle expenses during that first quarter should be remedied with the Houston Field Division.

### **EFFECT OF THIS AGREEMENT**

9. This MOU is not an obligation or a commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
10. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under an applicable law.
11. This MOU is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this agreement by mutual consultation.
12. The DEA and the Edinburg PD will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The Parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POCs. If an issue cannot be resolved by the designated POCs, the Parties agree to elevate the issue(s) through their respective chains of command.

**EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION**

- 13. All activities of the Parties under this MOU will be carried out in accordance with the terms and conditions of this Agreement.
- 14. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties' authorized representatives.
- 15. This Agreement will enter into effect upon signature of the Parties.
- 16. This agreement is the complete and exclusive statement of agreement between the Parties concerning reimbursement of permissible vehicle expenses.

**SIGNATURES**

\_\_\_\_\_  
Miguel A. Madrigal  
Special Agent in Charge  
DEA San Antonio Field Division

\_\_\_\_\_  
Date

**FOR THE PARTICIPATING AGENCY**

\_\_\_\_\_  
Jaime Ayala  
Chief of Police  
Edinburg Police Department

\_\_\_\_\_  
Date



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.E.

FY 2026 Bullet-Resistant Components

**1. Agenda Item:**

Consider Authorizing the Purchase of Seven (7) NIJ Level IIIA Windshields and Fourteen (14) NIJ Level IIIA Door Panels for Designated Patrol and K9 Units from Dana Fleet Supply, Inc. Through the Interlocal Purchasing System (TIPS), Contract No. 240102, Using Office of the Governor Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant No. 5649301 Funds in the Amount of \$42,128.00. [Jaime Ayala, Chief of Police]

**2. Description:**

The Office of the Governor announced the solicitation of grant applications for Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program on October 15, 2025. The City Council approved the submission of the grant application on November 18, 2025, and the application was submitted on November 20, 2025. The City received the official award notification on March 6, 2026. The grant period of performance is from March 1, 2026 through February 28, 2027. All grant-funded activities and deliverables must be completed within this time frame.

The Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program awarded the City of Edinburg \$52,000 with no match required. Funding will be used to acquire and install bullet-resistant windshields, door panels, two 2023 Ford Explorers, one 2026 Chevy Tahoe, one 2024 Chevy Tahoe, and three (3) 2020 Chevy Tahoes. The bullet-resistant components will be used to protect officers from ballistic threats, such as gunfire, and enhance security. Estimated delivery of the aforementioned equipment will be within 90 days or less, from the date of purchase order issuance.

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the City is a member of different Cooperative Purchasing Entities in the State of Texas including the Texas Interlocal Purchasing System (TIPS). Through the efforts of cooperative entities, members comply with Texas State and Federal Procurement Statutes while identifying vendors of commodities, goods, and services at extremely competitive bid prices.

**3. Staff's Recommendation:**

Authorize the Purchase of Seven (7) NIJ Level IIIA Windshields and Fourteen (14) NIJ Level IIIA Door Panels for Designated Patrol and K9 Units from Dana Fleet Supply, Inc. through The Interlocal Purchasing System (TIPS), Contract No. 240102, using Office of the Governor Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant No. 5649301 funds in the amount of \$42,128.00.

**Reviewed by:**

Jaime Ayala, Chief of Police

**Prepared by:**

Mary Gonzalez, Grants  
Analyst

Iris Alvarado, Management  
Services Administrator

**Attachments:**

- A. SAM Verification
- B. Certifications Dana Safety Supply
- C. Quote# 623957
- D. Quote# 623938
- E. Quote #623958
- F. TIPS Compliance Verification



# DANA SAFETY SUPPLY, INC.

Unique Entity ID <b>FDNXL5D5KUF3</b>	CAGE / NCAGE <b>66FR2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 13, 2026</b>	
Physical Address <b>500 S Edwardia DR Greensboro, North Carolina 27409-2610 United States</b>	Mailing Address <b>4809 Koger BLVD. Greensboro, North Carolina 27407-2669 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>North Carolina 06</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>https://danasafetysupply.com/</b>

## Registration Dates

Activation Date <b>Oct 16, 2025</b>	Submission Date <b>Oct 13, 2025</b>	Initial Registration Date <b>Nov 1, 2010</b>
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## Entity Dates

Entity Start Date <b>Jan 4, 2010</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
**N**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	<b>Business or Organization</b>	<b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
--	-------------------------------------

EFT Indicator <b>0000</b>	CAGE Code <b>66FR2</b>
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**Points of Contact**

**Electronic Business**

♀ Wanda J Hobbs, Chief Operations Officer	4809 Koger BLVD Greensboro, North Carolina 27407 United States
--	--

**Government Business**

♀ David Simons	3810A West Osborne AVE Tampa, Florida 33614 United States
-------------------	---

**Past Performance**

♀ DAVID G Simons, Dir. Special Projects	5221 West Market ST. Greensboro, North Carolina 27409 United States
MARK SEVIGNY	5221 West Market ST. Greensboro, North Carolina 27409 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>334290</b>	<b>Other Communications Equipment Manufacturing</b>
	<b>315250</b>	<b>Cut And Sew Apparel Manufacturing (Except Contractors)</b>
	<b>332999</b>	<b>All Other Miscellaneous Fabricated Metal Product Manufacturing</b>
	<b>336320</b>	<b>Motor Vehicle Electrical And Electronic Equipment Manufacturing</b>
	<b>337215</b>	<b>Showcase, Partition, Shelving, And Locker Manufacturing</b>
	<b>339113</b>	<b>Surgical Appliance And Supplies Manufacturing</b>

**Disaster Response**

This entity does not appear in the disaster response registry.

## SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

**Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted.** This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?  
 Yes     No
2. If so, please provide you organizations **Unique Entity ID (UEI#)**: FDNXL5D5KUF3

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>.

### What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in [SAM.gov](http://SAM.gov) and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from [SAM.gov](http://SAM.gov).

### How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at [www.FSD.gov](http://www.FSD.gov). Their phone number is (866) 606-8220.



## CONFLICT OF INTEREST

### DISCLOSURE

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

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

- \* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- \* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?
  
- \* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- \* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  
- \* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

**Certification:**

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

I have no conflict of interest to disclose

I have the following conflict of interest to disclose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

23-April-2026

Company/Vendor Name:

Dana Safety Supply, Inc.

Printed Name and Title:

Jonathan Sizemore  
Bids & Contracts Administrator

Authorized Signatory:

\_\_\_\_\_



**CERTIFICATION ON NON-LOBBYING ACTIVITIES**

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jonathan Sizemore  
NAME

Bids & Contracts Administrator  
TITLE

\_\_\_\_\_  
SIGNATURE

23-April-2026  
DATE

**NON-COLLUSION AFFIDAVIT RESPONDENTS**

State of Florida  
County of Hillsborough  
City of Tampa

Jonathan Sizemore, being the first duly sworn, deposes and says that:

1. He/she is Authorized Signatory Dana Safety Supply, Inc.  
(Owner, partner, etc.) (Company)  
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

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

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: \_\_\_\_\_

Date: 23-April-2026

Bids & Contracts  
Title Administrator

DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623957-F
Customer No.	EPD

**Bill To**

EDINBURG POLICE DEPARTMENT  
 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710  
 E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera  
 Telephone: 956-342-6670  
 E-mail: mrivera@danasafety.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/16/26	UPS GROUND FREIGHT	FREIGHT ON BOARD		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - Harlinger	IRIS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO TIPS CONTACT # 240-102 Warehouse: HARL	0.0000	0.00
1	1	N	INFO (1) 2024 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
1	1	N	INFO (1) 2026 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
0	0	N	INFO * BALLISTIC ARMOR * Warehouse: HARL	0.0000	0.00
0	0	N	INFO ** INSTALLATION AT DSS LOCATION ** Warehouse: HARL	0.0000	0.00
2	2	Y	CT-W-2663 ISBI 2021 TAHOE WINDSHIELD Warehouse: HARL LIST- 3797.00	2,562.0000	5,124.00

Print Date	06/16/26
Print Time	04:30:07 PM
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DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623957-F
Customer No.	EPD

**Bill To**

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 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710

Contact: Maria Rivera  
 Telephone: 956-342-6670

E-mail: rgarcia@cityofedinburg.com

E-mail: mrivera@danasafety.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/16/26	UPS GROUND FREIGHT	FREIGHT ON BOARD		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - Harlinger	IRIS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	KEV-CT-G5-F ISBI KEVLAR FRONT DOOR PANEL, 2021+ TAHOE/SUBURB. Warehouse: HARL Panel fits both Front Left/Right doors	837.0000	3,348.00
4	4	Y	LIST 1241.00 INSTALL GLASS KIT INSTALL GLASS KIT Warehouse: HARL	50.0000	200.00
4	4	Y	MSRP- 80.00 MISC Ballistic Door Glass Installation Kit Warehouse: HARL	50.0000	200.00
4	4	Y	MSRP- 55.00 INSTALL GLASS Install Glass Warehouse: HARL	600.0000	2,400.00
			MSRP- 735.00		
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		
			<b>Quote Good for 30 Days</b>		

Print Date	06/16/26
Print Time	04:30:07 PM
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Subtotal	11,272.00
Freight	400.00
<b>Order Total</b>	<b>11,672.00</b>

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623938-I
Customer No.	EPD

**Bill To**

EDINBURG POLICE DEPARTMENT  
 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710

Contact: MARIA RIVERA  
 Telephone: 956-342-6670

E-mail: rgarcia@cityofedinburg.com

E-mail: MIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/16/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - Harlinger	IRIS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO TIPS CONTRACT# 240-102 Warehouse: HARL	0.0000	0.00
2	2	N	INFO 2023 EXPLORER Warehouse: HARL	0.0000	0.00
2	2	Y	1477 025 000 AGPC WINDSHIELD W/SENSOR/CAMERA WINDOWS, 20+ EXPLORER Warehouse: HARL	3,200.0000	6,400.00
0	0	N	LIST- 5333.00 INFO **DOOR PANELS** Warehouse: HARL	0.0000	0.00
4	4	Y	KEV-FE-G6-F ISBI KEVLAR IIIA FRONT DOOR PANEL, 2020+ PIU/EXPLOR Warehouse: HARL	837.0000	3,348.00
0	0	N	LIST 1241.00 INFO INSTALLATION AT DDS LOCATION Warehouse: HARL	0.0000	0.00

Print Date	06/16/26
Print Time	04:28:57 PM
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DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623938-I
Customer No.	EPD

**Bill To**

EDINBURG POLICE DEPARTMENT  
 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710

E-mail: rgarcia@cityofedinburg.com

Contact: MARIA RIVERA  
 Telephone: 956-342-6670

E-mail: MIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/16/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Maria Rivera		Maria Rivera - Harlinger	IRIS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	INSTALL GLASS KIT INSTALL GLASS KIT Warehouse: HARL MSRP: \$80.00	50.0000	200.00
4	4	Y	MISC Ballistic Door Panel Installation Warehouse: HARL MSRP: \$55.00	50.0000	200.00
4	4	Y	INSTALL GLASS INSTALL GLASS Warehouse: HARL MSRP: \$735.00	600.0000	2,400.00

Approved By: \_\_\_\_\_

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	06/16/26
Print Time	04:28:57 PM
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Subtotal	12,548.00
Freight	400.00
<b>Order Total</b>	<b>12,948.00</b>

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623958-G
Customer No.	EPD

**Bill To**

EDINBURG POLICE DEPARTMENT  
 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710  
 E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera  
 Telephone: 956-342-6670  
 E-mail: Mrivera@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/16/26	UPS GROUND FREIGHT	FREIGHT ON BOARD		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Maria Rivera	Maria Rivera - Harlinger	IRIS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO TIPS CONTACT # 240-102 Warehouse: HARL	0.0000	0.00
3	3	N	INFO (3) 2020 CHEVY TAHOE Warehouse: HARL	0.0000	0.00
0	0	N	INFO * BALLISTIC ARMOR * Warehouse: HARL	0.0000	0.00
0	0	N	INFO ** INSTALLATION AT DSS LOCATION ** Warehouse: HARL	0.0000	0.00
3	3	Y	LIST- 3797.00 CT-W-2133 ISBI 2015-2020 TAHOE LEVEL IIIA WINDSHIELD Warehouse: HARL	2,562.0000	7,686.00
6	6	Y	LIST- 3797.00 MISC KEV-CT-G4-F Warehouse: HARL KEVLAR FRONT DOOR PANE LIST 1241.00	837.0000	5,022.00

Print Date	06/16/26
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DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

# Sales Quote

Telephone: 800-845-0045

Sales Quote No.	623958-G
Customer No.	EPD

**Bill To**

EDINBURG POLICE DEPARTMENT  
 1702 S Closner Blvd  
 Edinburg, TX 78539

**Ship To**

(For Pickup)  
 Dana Safety Supply - Harlingen  
 5002 Logans Run  
 Harlingen, TX 78550

Contact: Rogelio Garcia  
 Telephone: 956-289-7710

E-mail: rgarcia@cityofedinburg.com

Contact: Maria Rivera  
 Telephone: 956-342-6670

E-mail: Mrivera@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/16/26	UPS GROUND FREIGHT	FREIGHT ON BOARD		NET30
Entered By		Salesperson	Ordered By	Resale Number
Maria Rivera		Maria Rivera - Harlinger	IRIS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	INSTALL GLASS KIT INSTALL GLASS KIT Warehouse: HARL MSRP-80.00	50.0000	300.00
6	6	Y	MISC Ballistic Door Glass Installation Kit Warehouse: HARL MSRP- 55.00	50.0000	300.00
6	6	Y	INSTALL GLASS Install Glass Warehouse: HARL MSRP- 735.00	600.0000	3,600.00

Approved By: \_\_\_\_\_

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	06/16/26
Print Time	04:27:19 PM
Page No.	2

Subtotal	16,908.00
Freight	600.00
<b>Order Total</b>	<b>17,508.00</b>

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

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## Compliance Verification Dana Safety Supply

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**Karen Walton** <Karen.Walton@tips-usa.com>

Thu, May 28, 2026 at 9:00 AM

To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Mary Gonzalez <mgonzalez@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

The attached quotes are within the parameters of the vendor's awarded contract pricing. **Please be sure that the purchase documents (PO/Quote/Verification Email) are reported to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) to ensure a compliant TIPS purchase.**

To avoid duplicate verifications and expedite processing, please submit the following:

1. Your Purchase Order which identifies the Awarded Vendor and TIPS Contract number
2. Vendor's TIPS quote with Contract number referenced
3. Copy of this verification email (forward PO & quote on this email thread *or* send copy of the email)
4. Send all required documents to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

**Upon receipt and processing of your PO and quote, an official compliance letter will be emailed to you.**


*Please note that failure to report TIPS purchases could result in no record of the transaction within TIPS system. This could prevent TIPS Members from achieving a compliant purchase under Texas law and could cause a lack of sufficient documentation in the event of a Member Audit. In the event that additional vendor/contract information is required, please visit [www.tips-usa.com](http://www.tips-usa.com) and do not hesitate to contact our office.*


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### 3 attachments

 **REVISED BALLASTIC 2024 TAHOE QT# 623957.pdf**  
97K

 **REVISED BALLASTIC 2023 EXPLORER QT# 623938.pdf**  
98K

 **REVISED BALLASTIC 2020 TAHOE QT# 623958.pdf**  
97K



## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

CONSENT AGENDA

Agenda Item No: 11.F.

### 1. **Agenda Item:**

Consider Approving the Fiscal Year 2025-2026 Budget Transfers for the General Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

### 2. **Description:**

The Finance Department is presenting the budget transfers requested by the City departments to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts.

City Secretary

1. General Fund: FROM Professional Services TO Office Supplies, in the Amount of \$2,250.00. [Clarice Y. Balderas, City Secretary]

Public Works

1. General Fund: FROM Other TO Machines & Equipment, in the Amount of \$800.00. [Vincent Romero, Director of Public Works]

Solid Waste Management

1. Solid Waste Management Fund: FROM Other TO Machines & Equipment, in the Amount of \$126,000.00. [Ramiro Gomez, Director of Solid Waste Management]

Utility Fund

1. Utility Fund: FROM Machines & Equipment TO Machines & Equipment, in the Amount of \$17,850.00. [Gerardo Carmona, Director of Utilities]
2. Utility Fund: FROM Professional Services; Other; Motor Vehicles- Maintenance; and Air Conditioning Units TO Rents & Contractuals; and Machines & Equipment, in the Amount of \$70,000.00. [Gerardo Carmona, Director of Utilities]
3. Utility Fund: FROM Machines & Equipment TO Land, in the Amount of \$128,982.06. [Gerardo Carmona, Director of Utilities]

### 3. **Staff's Recommendation:**

Approve the Budget Transfers for the Fiscal Year 2025-2026 Budget, as requested by the departments.

**Reviewed by:**

Ascencion Alonzo, Director of Finance

**Prepared by:**

Sandra Aguirre

**Attachments:**

A. Budget Transfer Request Forms

**CITY OF EDINBURG**  
**BUDGET TRANSFER REQUEST FORM**  
**FUND NAME** General  
**DEPARTMENT** City Secretary Department

**TRANSFER FROM:**

ACCOUNT NAME		ACCOUNT NUMBER											AMOUNT				
		Fund	-	Dept				-	*Category								
1	Professional Services	1	0	0		0	4	0	0		5	1	1	2	0	0	\$ 2,250
<b>Total</b>																\$ 2,250	

**TRANSFER TO:**

ACCOUNT NAME		ACCOUNT NUMBER											AMOUNT				
		Fund	-	Dept				-	*Category								
1	Office Supplies	1	0	0		0	4	0	0		5	2	1	3	0	0	\$ 2,250
<b>Total</b>																\$ 2,250	

Explanation: The City Secretary Department preserves the City of Edinburg governing body's permanent legislative history. This Fiscal Year there is no need for professional records management services for the scanning and indexing of permanent documents since it is currently being maintained by staff. There is a need for additional minute books and minute book paper that is necessary to maintain the Edinburg City Council meeting minute.

\*CATEGORIES - 1) PERSONNEL SERVICES (50xx) 2) CONTRACTUAL/MAINTENANCE (51xx) 3) SUPPLIES (52xx)  
 4) NON-DEPARTMENTAL (55xx) 5) CAPITAL OUTLAY (60xx) 6) DEBT SERVICE (70xx) 7) TRANSFERS OUT (90xx)

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

**ROUTE AS NUMBERED**

**REQUESTED BY:** Clara Y. Belden **DATE:** 6/11/2026  
 1. [Signature]  
 2. [Signature] 6/11/26  
 Department Head & Assistant City Manager  
 \*\*ROUTE TO FINANCE DEPARTMENT\*\*

**APPROVED BY:** [Signature] **DATE:** 6/16/26  
 4. [Signature]  
 City Manager  
 ROUTE BACK TO FINANCE DEPARTMENT  
 \*\*ATTENTION: SANDRA DEE AGUIRRE\*\*

**REVIEWED BY:** [Signature] **DATE:** 6/15/2026  
 3. [Signature]  
 Director of Finance  
 \*\*ROUTE TO CITY MANAGER'S OFFICE\*\*

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: \_\_\_/\_\_\_/\_\_\_ Initials  
 DATE ENTERED TO INCODE: \_\_\_/\_\_\_/\_\_\_ Initials



**CITY OF EDINBURG**  
**BUDGET TRANSFER REQUEST FORM**  
**FUND NAME** SOLID WASTE MANAGEMENT  
**DEPARTMENT** SOLID WASTE MANAGEMENT

**TRANSFER FROM:**

ACCOUNT NAME		ACCOUNT NUMBER													AMOUNT		
		Fund			Dept				*Category								
1	OTHER	2	1	0	-	6	5	0	0	-	5	2	3	3	9	0	126,000.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
<b>Total</b>																<b>126,000.00</b>	

**TRANSFER TO:**

ACCOUNT NAME		ACCOUNT NUMBER													AMOUNT		
		Fund			Dept				*Category								
1	MACHINES & EQUIPMENT	2	1	0	-	6	5	0	0	-	5	1	3	3	0	2	126,000.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
<b>Total</b>																<b>126,000.00</b>	

**EXPLANATION:** Transfer of funds necessary to cover machines & equipment due to additional expenses for the restoration of commercial metal containers. The reconditioning of these units will extend their current life use by an additional three to five years, bringing them back into departmental inventory. Surplus funds from the account was achieved by reducing the purchase of new container inventory and instead reconditioning the existing units.

\*CATEGORIES - 1) PERSONNEL SERVICES (50xx) 2) CONTRACTUAL/MAINTENANCE (51xx) 3) SUPPLIES (52xx) 4) NON-DEPARTMENTAL (55xx) 5) CAPITAL OUTLAY (60xx) 6) DEBT SERVICE (70xx) 7) TRANSFERS OUT (90xx)

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

**ROUTE AS NUMBERED**

REQUESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 1. [Signature] 6/5/26  
 2. [Signature] 6/9/26  
 Department Head & Assistant City Manager  
 \*\*ROUTE TO FINANCE DEPARTMENT\*\*

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 4. [Signature] 6/16/26  
 City Manager  
 \*\*ROUTE BACK TO FINANCE DEPARTMENT\*\*  
 \*\*ATTENTION: GABRIEL MORENO\*\*

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 3. [Signature] 6/15/2026  
 Director of Finance  
 \*\*ROUTE TO CITY MANAGER'S OFFICE\*\*

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: \_\_\_/\_\_\_/\_\_\_ Initials

DATE ENTERED TO INCODE: \_\_\_/\_\_\_/\_\_\_ Initials



**CITY OF EDINBURG**  
**BUDGET TRANSFER REQUEST FORM**  
**FUND NAME** Utility Fund  
**DEPARTMENT** Utilities/Wastewater Treatment Plant

**TRANSFER FROM:**

ACCOUNT NAME		ACCOUNT NUMBER											AMOUNT						
		Fund	-	Dept			-	*Category											
1	PROFESSIONAL SERVICES	2	0	0	-	6	2	0	0	-	5	1	1	2	0	0	\$	20,000	
2	OTHER	2	0	0	-	6	2	0	0	-	5	1	3	2	9	0	\$	15,000	
3	MOTOR VEHICLES -MAINTENANCE	2	0	0	-	6	2	0	0	-	5	1	3	3	0	0	\$	20,000	
4	AIR CONDITIONING	2	0	0	-	6	2	0	0	-	5	1	3	3	1	0	\$	15,000	
																	<b>Total</b>	\$	<b>70,000</b>

**TRANSFER TO:**

ACCOUNT NAME		ACCOUNT NUMBER											AMOUNT						
		Fund	-	Dept			-	*Category											
1	RENTS & CONTRACTUAL	2	0	0	-	6	2	0	0	-	5	1	2	2	4	0	\$	10,000	
2	MACHINES & EQUIPMENT	2	0	0	-	6	2	0	0	-	5	1	3	3	0	2		60,000	
																	<b>Total</b>	\$	<b>70,000</b>

**Explanation:** Transfers are necessary to cover the emergency repair for Lift Station #4, the de-ragging of the Wastewater Plant Lift Station and for extraction services necessary to minimize sanitary sewer overflow plus other unforeseen expenses regarding maintenance repairs to finish out the fiscal year.

\*CATEGORIES - 1) PERSONNEL SERVICES (50xx) 2) CONTRACTUAL/MAINTENANCE (51xx) 3) SUPPLIES (52xx) 4) NON-DEPARTMENTAL (55xx) 5) CAPITAL OUTLAY (60xx) 6) DEBT SERVICE (70xx) 7) TRANSFERS OUT (90xx)

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

**ROUTE AS NUMBERED**

REQUESTED BY: [Signature] DATE: 6/22/26  
 2. [Signature] 6/22/26  
 Department Head & Assistant City Manager  
 \*\*ROUTE TO FINANCE DEPARTMENT\*\*

APPROVED BY: [Signature] DATE: 6/23/26  
 4. [Signature]  
 City Manager  
 ROUTE BACK TO FINANCE DEPARTMENT  
 \*\*ATTENTION: SANDRA DEE AGUIRRE\*\*

REVIEWED BY: [Signature] DATE: 06/23/2024  
 3. [Signature]  
 Director of Finance  
 \*\*ROUTE TO CITY MANAGER'S OFFICE\*\*

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: \_\_\_/\_\_\_/\_\_\_ Initials

DATE ENTERED TO INCODE: \_\_\_/\_\_\_/\_\_\_ Initials





## CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 7, 2026

OTHER BUSINESS

Agenda Item No: 12.B.

Rescheduling August 04, 2026 Regular City Council Meeting

**1. Agenda Item:**

Consider Rescheduling the Tuesday, August 04, 2026 Regular City Council Meeting to Wednesday, August 05, 2026. [Clarice Y. Balderas, City Secretary]

**2. Description:**

The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

In previous years, the City Council has approved rescheduling the first regularly scheduled City Council meeting in August to offer the Council and City Staff the opportunity to attend the Edinburg Crime Stoppers Annual National Night Out public event. This year the event will be held on Tuesday, August 04, 2026, from 6:00 p.m. to 10:00 p.m. at the Edinburg Promenade Park Amphitheater, located at 201 W. McIntyre Street.

Due to the Edinburg Crime Stoppers National Night Out event being held on the first Tuesday of August, it is being requested that the Edinburg City Council regularly scheduled meeting be rescheduled from Tuesday, August 04, 2026 to Wednesday, August 05, 2026.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

**3. Staff's Recommendation:**

Approve Rescheduling the Tuesday, August 04, 2026 Regular City Council Meeting to Wednesday, August 05, 2026.

**Reviewed by:**

**Prepared by:**

Clarice Balderas, City  
Secretary

**Attachments:**

None