



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
NOVEMBER 21, 2023
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. PROCLAMATIONS/RECOGNITIONS

- A. Presentation Recognizing Johnny Garcia for His Dedication and Years of Public Service on the Edinburg City Council. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing the Edinburg Police Department Centennial Celebration. [Clarice Y. Balderas, City Secretary]
- C. Presentation of Proclamation Recognizing November 12-18, 2023 as Nurse Practitioner Week. [Clarice Y. Balderas, City Secretary]

5. 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.

6. PUBLIC HEARINGS-SPECIAL ITEMS

Special Planning and Zoning Commission Items are those items requiring a 4/5 vote by the City Council

to overturn the Planning and Zoning Commission decision. A single hearing will be held for all such items and all will be enacted by One Motion. If any member of the Public opposes any item(s) or if any member of the Governing Body requests discussion on any item(s), such item(s) will be considered separately.

- A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture Open Space (AO) District to Residential Primary (RP) District, Being a 0.90 acre of land out of Lot 1, Section 245, Texas Mexican Railway Company's Survey, located at 3430 West Mile 17 ½ Road, as Requested by Frank and Itzel Castillo. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and Further Being all of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Being Located at 17000 North I-69C, on Behalf of the City of Edinburg. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 600.885 Acres of Land In The Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being a Poriton of the San Salvador Del Tule Grant, Located at 15600 North Interstate 69C, on Behalf of the City of Edinburg. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 2, Tierra Del Valle Subdivision, Located at 4105 East Lopez Drive, as Requested by Enrique Jr. and Summer Alvarez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

7. PUBLIC HEARING

- A. Hold Public Hearing and Consider the Ordinance Providing for the Renaming of Brandi Lane, a Private Road in Stonebrook Estates Subdivision to Terrica Lane, as Requested by Erica Canales. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCES

- A. Consider Variance Requests to the City's Unified Development Code: 1) Section 5.203-1 Right-of-Way & Paving Width and 2) Section 5.209 Sidewalks, for RG Estates Phase IV Subdivision, Being a 6.00 Acre Tract out of Lot 10, Block 23, Santa Cruz Gardens No. 2, Located at 4217 Benito A. Ramirez Road, as Requested by Quintanilla Headley & Associates Inc. [Jaime Acevedo, Director of Planning & Zoning]
- B. Consider Variance Requests to the City's Unified Development Code: 1) 3.102-1 Single-Family

Detached Lot and Building Standards, Side Yard Setbacks and 2) 3.102-1 Single-Family Detached Lot and Building Standards, Lots Widths, for Imperio Trails Subdivision, Being a 43.77 Acres Tract Out of Lot 15, Block 1, John Closner Et al. Subdivision, Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCE

- A.** Consider Ordinance Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

10. AWARDING OF BIDS

- A.** Consider Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 698-23 in the Amount of \$281,843.00. [Jaime Ayala, Chief of Police]
- B.** Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- C.** Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- D.** Consider Authorizing the Purchase of Rescue and Extrication Tools, from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed \$36,954.00. [Omar Garza, Fire Chief]

11. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1 and the Participating Agency/Employer. [Omar Garza, Fire Chief]
- B.** Consider Authorizing the City Manager to Enter Into Job Task Order No. 8 with Raba Kistner, Inc., for Material Testing Services for the North 281 Elevated Water Storage Tank for an Amount Not to Exceed \$40,815.26 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- C.** Consider Authorizing the City Manager to Execute a Development Agreement Between the City of Edinburg and Red Rock Real Estate Development Group, LTD, Pursuant to Section 212.172 of the Texas Local Government Code, for a 28.352 Acres Tract of Land Being a Part or Portion of Lots 1, 2, and 3, Poco Bueno Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 15, Page 20, Map Records, Hidalgo County, Texas, and a Part or Portion of Lots 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County , Texas. As Requested by Quintanilla, Headley and Associates, Inc. Engineering on Behalf of Red Rock Real Estate Development Group, LTD. [Tomas D. Reyna, Assistant City Manager]

12. ECONOMIC DEVELOPMENT

- A. Consider Approval of Edinburg Economic Development Corporation (EEDC) Budget Amendments for Fiscal Year 2023-2024. [Raudel Garza, Edinburg Economic Development Corporation Executive Director]

13. RESOLUTIONS

- A. Consider Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Amending Jackson Road from Chapin Street to Monte Cristo Road. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- B. Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025. [Clarice Y. Balderas, City Secretary]

14. APPOINTMENTS

- A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member and Charter Review Committee, One Member. [Clarice Y. Balderas, City Secretary]
- B. Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]
- C. Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Amigos Del Valle Board of Directors. [Clarice Y. Balderas, City Secretary]

15. CONSENT AGENDA

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

- A. Consider Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement Between the Hidalgo County Community Service Agency and the City of Edinburg as Requested by Mr. Jaime Longoria Executive Director, of the Hidalgo County Community Service Agency. [Tomas D. Reyna, Assistant City Manager]

16. OTHER BUSINESS

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

17. EXECUTIVE SESSION

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

- A. Consultation with City Attorney Regarding Changes to Planning Laws. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- B. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to Project Swap. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- C. Consultation with City Attorney and Possible Action Regarding Construction Contract. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- D. Discussion and Possible Action Regarding Ratification of EEDC Incentive Agreements. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- E. Consultation with City Attorney Regarding Permit Ordinance. (§551.071. Consultation with Attorney; Closed Meeting)
- F. Consultation with City Attorney and Possible Action Regarding Agreement with Palm Valley Animal Society for the Operation of an Animal Shelter. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

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.

18. 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 November 17, 2023 at 7:50 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: November 21, 2023

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 4.A.

Recognition of Johnny Garcia

1. Agenda Item:

Presentation Recognizing Johnny Garcia for His Dedication and Years of Public Service on the Edinburg City Council. [Clarice Y. Balderas, City Secretary]

2. Description:

The Edinburg City Council would like to recognize Johnny Garcia for his dedication and years of service as Councilmember Place Three for the term of 2019-2023.

3. Staff's Recommendation:

Recognize Johnny Garcia for His Dedication and Years of Public Service on the Edinburg City Council.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 4.B.

Recognition of the Edinburg Police Department Centennial Celebration

1. **Agenda Item:**

Presentation of Proclamation Recognizing the Edinburg Police Department Centennial Celebration.
[Clarice Y. Balderas, City Secretary]

2. **Description:**

For the last one hundred years, the Edinburg Police Department has and continues to serve the City of Edinburg with courage and dignity.

The Edinburg Police Department led by Police Chief Jaime Ayala is made up of 190 sworn officers and 71 non-sworn employees with a jurisdiction of approximately 44.72 square miles and serving over 104,000 residents. The police department provides services to the City of Edinburg 24/7. The department utilizes several specialized divisions to detect crime and enforce city and state laws in order to make the City of Edinburg a safer and better place to live, work, and visit. Some of the divisions include: SWAT, Auto Theft Task Force, Community Oriented Policing, Uniformed Patrol, K9 Unit, and Criminal Investigations.

The Edinburg City Council would like to recognize the Edinburg Police Department's Centennial Celebration.

3. **Staff's Recommendation:**

Present proclamation recognizing the Edinburg Police Department Centennial Celebration.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Elena Ortiz
Administrative Assistant

Attachments:

A. Edinburg Police Department Centennial

PROCLAMATION



EDINBURG POLICE DEPARTMENT CENTENNIAL CELEBRATION

WHEREAS, for the last one hundred years, the Edinburg Police Department has and continues to serve the City of Edinburg with courage and dignity; and,

WHEREAS, on January 1, 1921, Frank Baker was appointed the first City Marshal; a couple of years later in 1923, the City of Edinburg founded the Edinburg Police Department; and,

WHEREAS, through the years policing and the structure of police agencies changed, the Edinburg Police Department changed its structure and appointed Jessie Avinger to serve as the first Chief of Police; and,

WHEREAS, in 1966, the City of Edinburg City Commissioners appointed Alfredo C. Gonzalez as Chief of Police; and,

WHEREAS, in 1983, with a total of twenty-five officers in both the patrol and criminal investigations division; the Edinburg Police Department celebrated 60 years of serving the Edinburg community, still under the command of Chief Alfredo C. Gonzalez, making him the longest serving Chief of Police for the Edinburg Police Department; and,

WHEREAS, the Edinburg Police Department has grown tremendously, led by Edinburg native Jaime Ayala Chief of Police. The Edinburg Police Department currently staffs two Assistant Police Chiefs, eight Lieutenants, twenty-one Sergeants and 190 sworn officers and 71 non-sworn employees with a jurisdiction of approximately 44.72 square miles and serving over 104,000 residents.

WHEREAS, the police department provides services to the City of Edinburg 24/7. The department utilizes several specialized divisions to detect crime and enforce city and state laws in order to make the City of Edinburg a safer and better place to live, work, and visit. Some of the divisions in the department include: Intoxilyzer Operators, Drug Recognition Experts, SWAT, Auto Theft Task Force, Drone Operators, Honor Guard, and more specific divisions like Criminal Investigations, Training Division, Traffic Investigation, Community Oriented Policing Divisions, Motorcycle Officers, K-9 Officers, Field Training Officers, and Patrol Officers; and,

WHEREAS, the Edinburg City Council is proud to recognize the professionalism unwavering dedication of the Edinburg Police Department for the past 100 years.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX:

By the power vested in me by law, do hereby recognize:

THE EDINBURG POLICE DEPARTMENT

in honor of the men and women, whose diligence and professionalism keep everyone in the City of Edinburg safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21st day of November, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 4.C.

Recognition of Nurse Practitioner Week

1. Agenda Item:

Presentation of Proclamation Recognizing November 12-18, 2023 as Nurse Practitioner Week.
[Clarice Y. Balderas, City Secretary]

2. Description:

Nurse Practitioners week is held annually to celebrate the exceptional health care providers and to remind lawmakers of the importance of removing outdated barriers to practice, so Nurse Practitioners (NPs) will be allowed to practice to the full extent of their experience and education. The City of Edinburg City Council would like to recognize the countless contributions Nurse Practitioners (NPs) have made and will continue to make on behalf of the health care and well-being of citizens in the City of Edinburg.

3. Staff's Recommendation:

Present proclamation recognizing November 12-18, 2023 as Nurse Practitioner Week.

Reviewed by:

Prepared by:

Maria Elena Ortiz

Administrative Assistant

Attachments:

A. Nurse Practitioner Week

PROCLAMATION



NURSE PRACTITIONER WEEK NOVEMBER 12-18, 2023

WHEREAS, Nurse Practitioners (NPs) play a critical role as trusted providers of health care for patients in our state. Nurse Practitioner's (NPs) work to expand health care access in underserved communities; promote health equity in care and improve health outcomes for all; and,

WHEREAS, patients depend on the more than 355,000 licensed Nurse Practitioners (NPs) in the United States: to diagnose, manage and treat their chronic and acute health care conditions; and,

WHEREAS, Nurse Practitioners (NPs) provide high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education, and counseling, guiding patients to make smarter health and lifestyle choices every day; and,

WHEREAS, the confidence that patients have in Nurse Practitioners-delivering (NP) health care is evidenced by the more than 1 billion visits made annually to NPs across the country; and,

WHEREAS, more than five decades of research demonstrates the high quality of care provided by Nurse Practitioners (NPs); better utilization of Nurse Practitioners (NPs) through modernized Texas State Laws and improved policies creates better health through a more accessible, efficient, cost-effective and higher-quality health care system, more than half of the nation including 27 states. The District of Columbia, Guam and the Northern Mariana Islands has adopted Full Practice Authority Legislation, offering patients full and direct access to the outstanding care provided by nurse practitioners (NPs); and,

WHEREAS, leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission, have taken notice of the benefits of providing patients full and direct access to Nurse Practitioner-delivered care; and

WHEREAS, Nurse Practitioners (NPs) serve as the provider of choice for many City of Edinburg residents and play a pivotal role in the health and welfare of our communities; and,

WHEREAS, the City of Edinburg is proud to recognize and honor the service of Nurse Practitioners (NPs) in our state.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize November 12-18, 2023 as:

NURSE PRACTITIONER WEEK

and encourage everyone to recognize the countless contributions Nurse Practitioners have made over the past half century and will continue to make on behalf of the health and well-being of citizens in the City of Edinburg.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 21th day of November, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PUBLIC HEARINGS-SPECIAL ITEMS

Agenda Item No: 6.A.

Rezoning of 3430 West Mile 17 1/2 Road

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture Open Space (AO) District to Residential Primary (RP) District, Being a 0.90 acre of land out of Lot 1, Section 245, Texas Mexican Railway Company's Survey, located at 3430 West Mile 17 1/2 Road, as Requested by Frank and Itzel Castillo. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the south side of West Mile 17 1/2 Road approximately 1,000 feet west of North Kenyon Road. The property has 188.70 feet of frontage along West Mile 17 1/2 Road and a depth of 208.70 for 0.90 of an acre. The proposed zoning request is to allow for a single-family residential home. Future Land Use for this area is Suburban Uses.

The property is currently zoned Agriculture and Open Space (AO) District. The surrounding zoning is Agriculture and Open Space (AO) District to the south, and east, Residential Primary (RP) District to the north, and Residential Suburban (RS) District to the west. Adjacent land uses consist of single-family residential homes and vacant land.

Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

3. Staff's Recommendation:

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

Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the rezoning request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

Reviewed by:

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Agenda Packet Attachments
- B. ORDINANCE - Frank and Itzel Castillo

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/2023
CITY COUNCIL – 11/21/2023
DATE PREPARED – 11/03/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Agriculture Open Space (AO) District to Residential Primary (RP) District

APPLICANT: Frank and Itzel Castillo

AGENT: Not Applicable

LEGAL: 0.90 acre of land out of Lot1, Section 245, Texas Mexican Railway Company 's Survey

LOCATION: Located at 3430 West Mile 17 ½ Road

LOT/TRACT SIZE: 0.90 of an acre

CURRENT USE: Vacant

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Residential Primary (RP) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Residential Suburban (RS) District

LAND USE PLAN: Suburban Uses

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

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

**REZONING REQUEST
FRANK AND ITZEL CASTILLO**

EVALUATION

The following is staff's evaluation of the request:

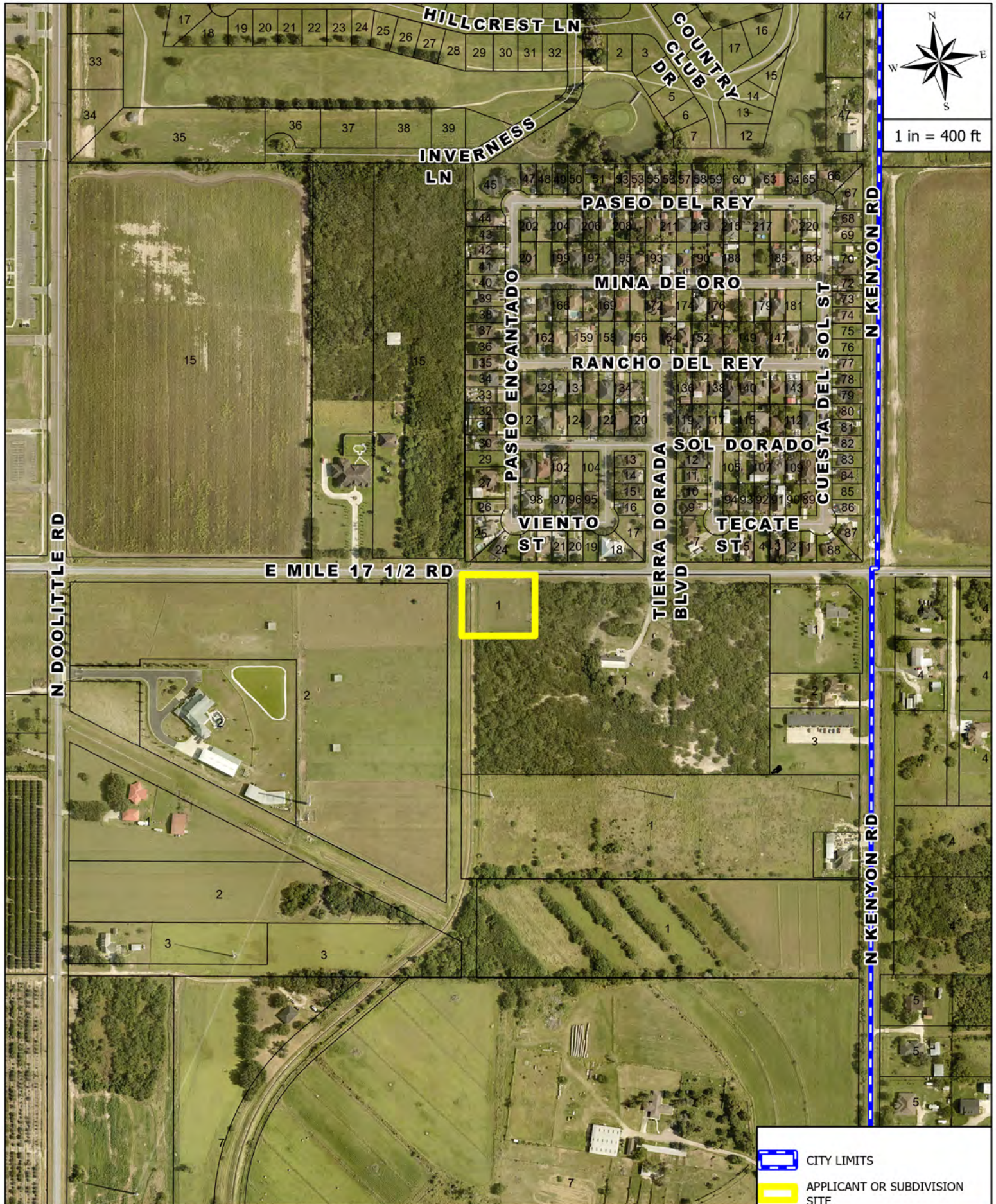
1. Adjacent land uses consist mostly of single-family residential homes and vacant land.
2. Residential Primary (RP) District is needed to build a single-family residential home
3. This property would need to legally plat the property or obtain a certificate of compliance prior to construction

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

Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, November 3, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 15, 2023.

ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List

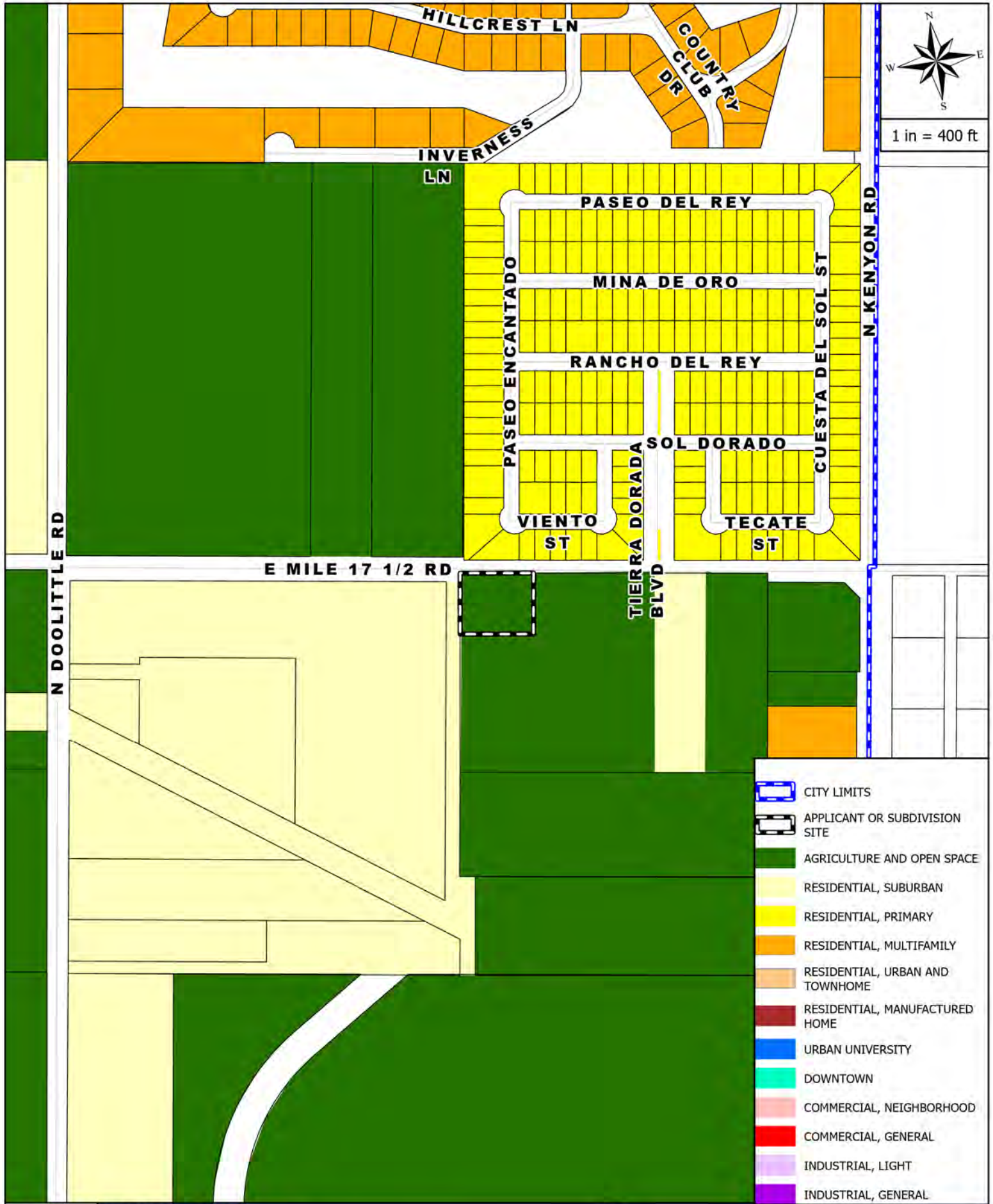




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0160 FRANK AND ITZEL CASTILLO

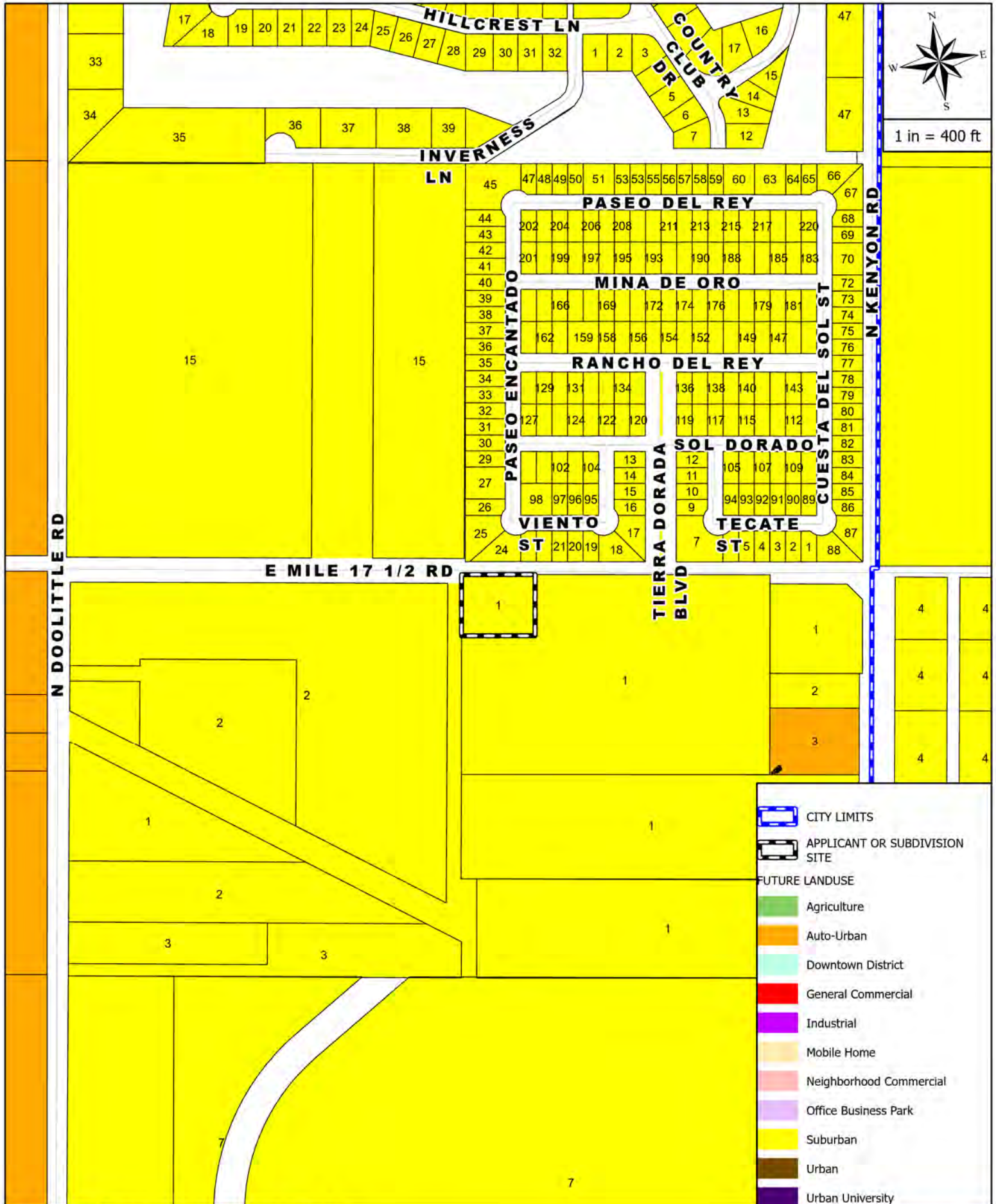


ZONING MAP

BA

APPLICANT AND/OR SUBDIVISION:

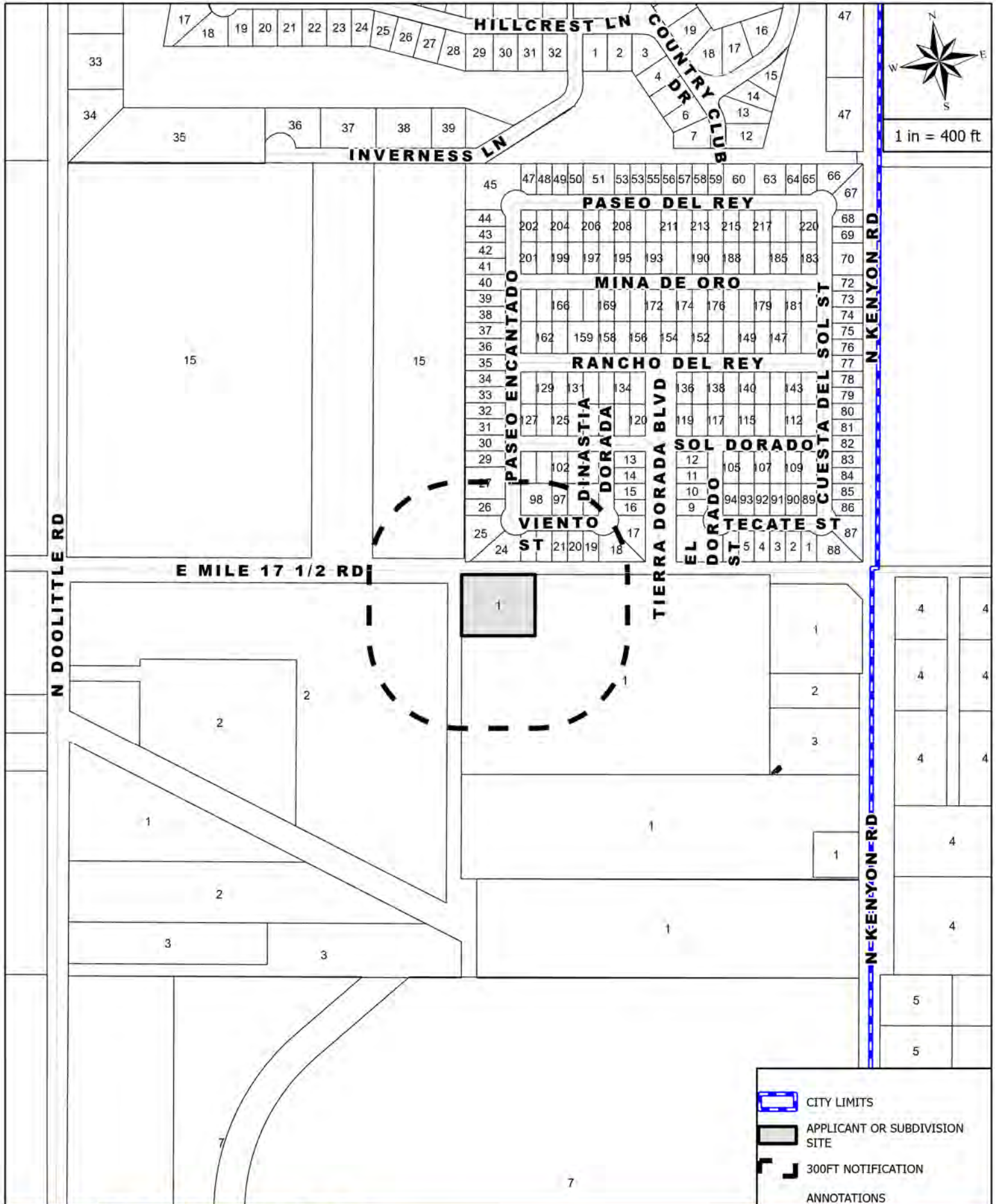
RZNE-2023-0160 FRANK AND ITZEL CASTILLO



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0160 FRANK AND ITZEL CASTILLO



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0160 FRANK AND ITZEL CASTILLO

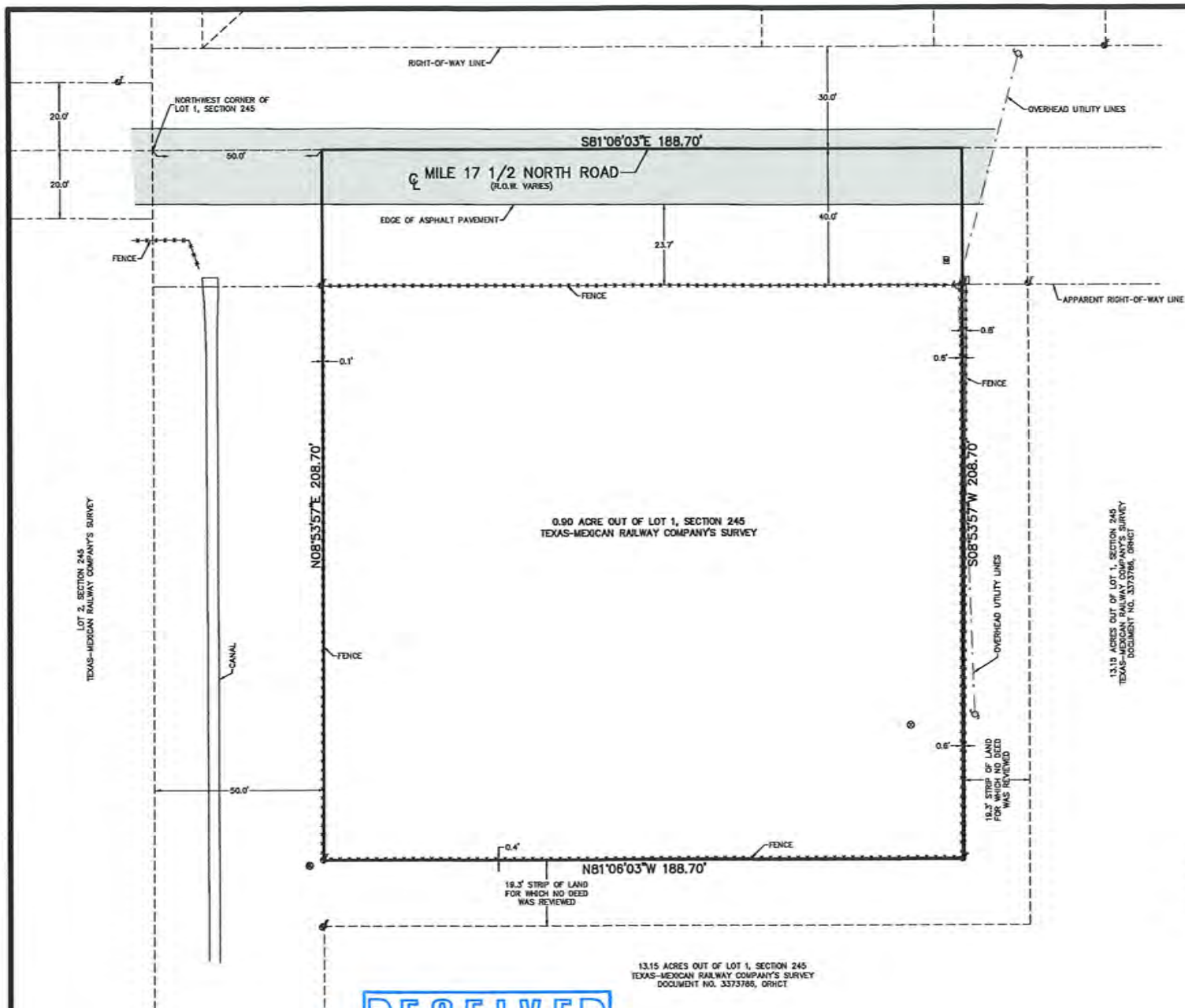


Rezoning Request Site Photo

FRANK AND ITZEL CASTILLO

3430 East Mile 17 1/2 Road





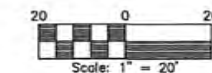
NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.
2. ADDRESS: MILE 17 1/2 NORTH ROAD
EDINBURG, TEXAS 78542
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON 04/14/2023, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCHORCLEMENTS, VISIBLE OVERLAPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

Cody Moore
CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370
04/18/2023
DATE



LEGEND

IRON ROD FOUND	MANHOLE
IRON ROD SET WITH CAP	IRRIGATION STANDPIPE
STAMPED "MOORE-6370"	MAILBOX
TELEPHONE PEDESTAL	CLEANOUT
WATER METER	ELECTRIC JUNCTION BOX
POWER POLE	CABLE PEDESTAL

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480334, PANEL NO. 0325, SUFFIX "D", EFFECTIVE JUNE 6, 2000.



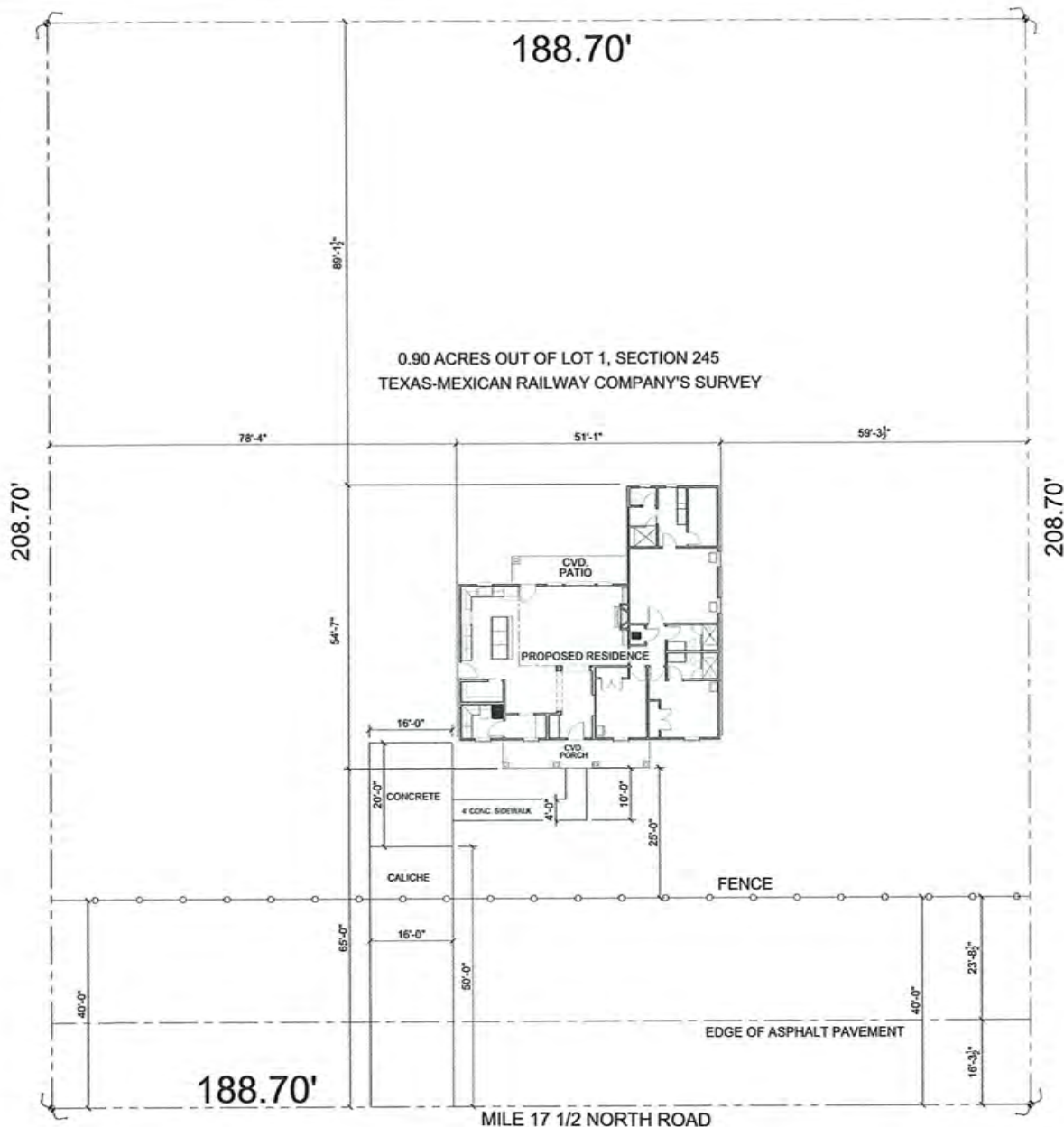
BOUNDARY SURVEY OF:

0.90 ACRE OF LAND OUT OF LOT 1, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 18, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 658804, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: FRANK L. CASTILLO
DATE: 18 APRIL 2023
JOB NO: 543001

Moore Land
Surveying, LLC

14216 Patis Drive, La Feria, TX 78559
(361)245-0968 TPLS Firm No. 10194186



1. VERIFY JOINT LAYOUT FOR SIDEWALKS WITH CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL SITE WORK, INCLUDING LOCATION OF TRASH DUMPSTER, TEMPORARY TOILET FACILITIES, TEMPORARY CONSTRUCTION BARRICADES, FENCING, CONSTRUCTION TRAILER, CLEARING PROCEDURE, GRADING AND DRAINAGE, CONFORMANCE TO POLLUTION AND PREVENTION CONTROL, AND TEMPORARY UTILITY FACILITIES, ETC. SHALL BE IN ACCORDANCE WITH THE CITY AS WELL AS SUBSISTENCE PROPERTY OWNERS ASSOCIATION GUIDELINES.
3. BUILDER AND OWNER SHALL BE RESPONSIBLE FOR ALL TEMPORARY UTILITIES TO THE CONSTRUCTION SITE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADING ONLY. OWNER SHALL PROVIDE ALL LANDSCAPING, SOIL AND IRRIGATION SYSTEM.

LEGAL DESCRIPTION

ADDRESS	
MILE 17 1/2 NORTH ROAD	
EDINBURG, TEXAS 78542	
8.90 ACRES OF LAND OUT OF LOT 1 SECTION 245,	
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY.	
CITY	EDINBURG, TX
CONC. DRIVE (SQ. FT.)	
TOTAL CONCRETE	443.5
NORTH ARROW	



1 SITE PLAN
SCALE: 1"=10'-0"

THIS PLAN IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR ALL CHANGES AND REVISIONS. THE CLIENT SHALL BE RESPONSIBLE FOR ALL COSTS OF REVISIONS. THE CLIENT SHALL BE RESPONSIBLE FOR ALL COSTS OF REVISIONS.

DATE: 7/10/2023
DRAWN BY:
DISTINCTIVE
PLAN NUMBER:

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

PROJECT LOCATION: NEW
PROJECT NUMBER: 2023-001-001
PROJECT NAME: CASTILLO RESIDENCE

DISTINCTIVE
DRAFTING & DESIGN LLC.

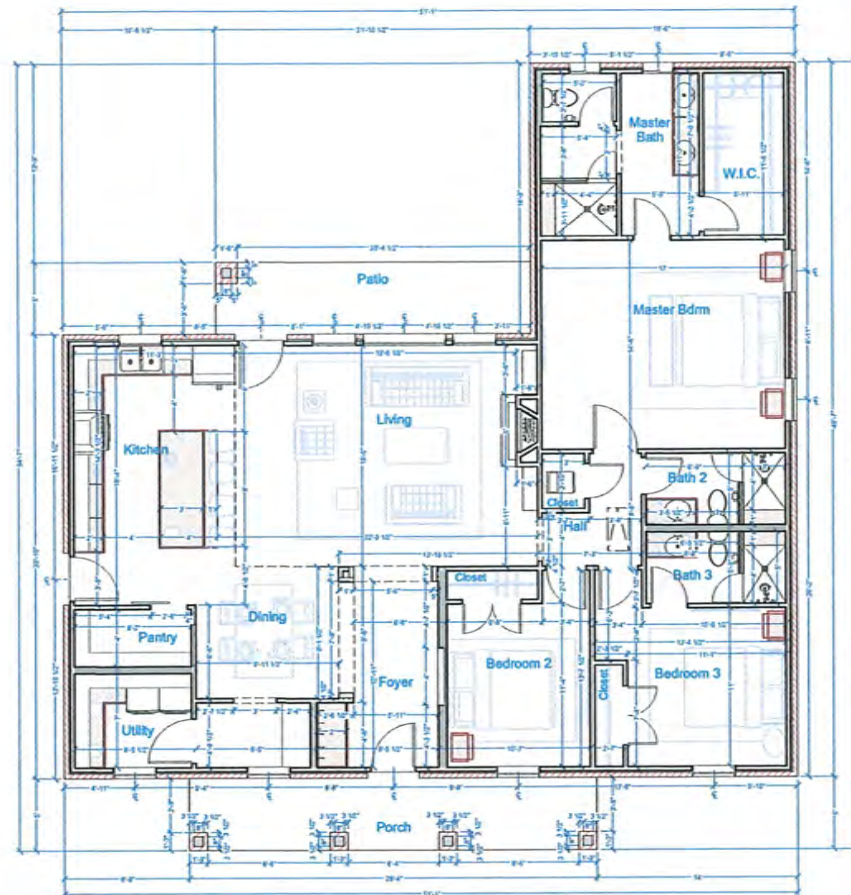


MEMBER
AIA
BID

SHEET NUMBER

2

© 2023



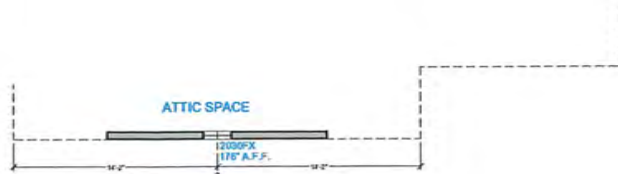
1 DIMENSIONED FLOOR PLAN
SCALE: 1/4"=1'-0"

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DATE: 7/10/2023	CASTILLO RESIDENCE MILE 17 1/2 NORTH ROAD EDINBURG, TX 78542
DESIGNER: DDAVA, INC.	
DISTINCTIVE DRAFTING & DESIGN LLC	
2017 S. CONSUMMAY HALLAM, TX 78022 281.757.4222	
DISTINCTIVE DRAFTING & DESIGN LLC.	
MEMBER A I B D AMERICAN INSTITUTE OF BUILDING DESIGNERS	
SHEET NUMBER 3 © 2023	

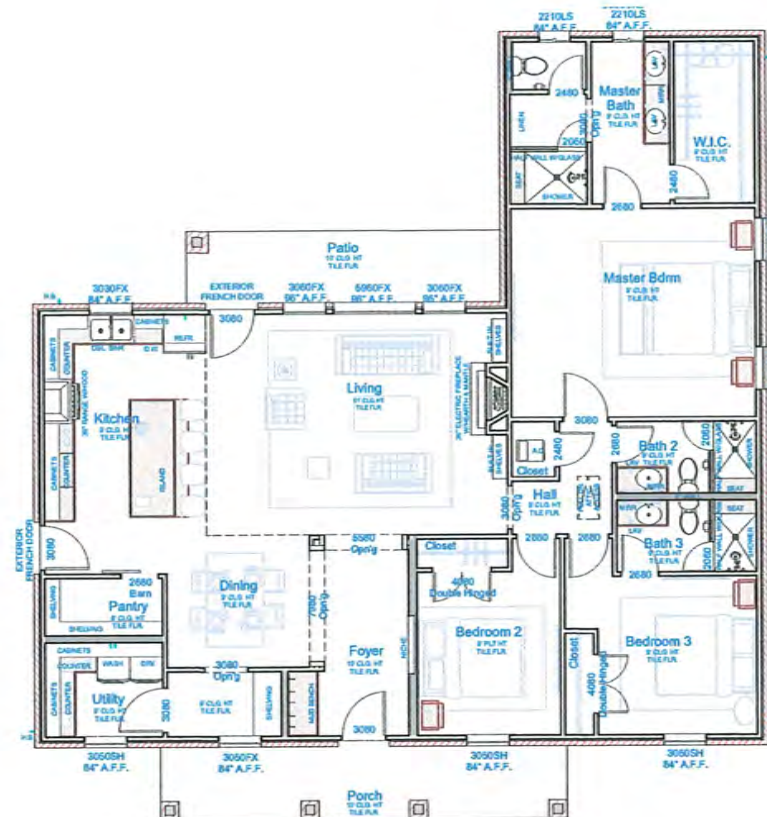


2 KITCHEN PERSPECTIVE VIEW
SCALE: N.T.S.



3 DORMER PLAN
SCALE: 1/4"=1'-0"

WALL SCHEDULE	
2D SYMBOL	WALL TYPE(S)
	BRICK-4
	BRICK-6
	INTERIOR-4
	INTERIOR-6



1 NOTED FLOOR PLAN
SCALE: 1/4"=1'-0"

THIS SET OF PLANS IS TO BE USED FOR THE CONSTRUCTION OF THE PROJECT SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO OBTAIN ALL NECESSARY PERMITS AND TO ENSURE THAT THE PROJECT IS COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON, AND THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND FOR THE PROPER USE OF THESE PLANS.

DATE: 7/19/2023
DRAWN BY:
DISTINCTIVE
BLAS LOMBA

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

PROJECT NUMBER: 2023-001
210 S. UNIVERSITY
HALLAM, TX 78022
DATE: 7/19/2023

DISTINCTIVE
DRAFTING & DESIGN LLC.

1000 POND
THD
BUILDING DESIGN

MEMBER
AIA
BD
AMERICAN INSTITUTE OF ARCHITECTS

SHEET NUMBER

4

© 2023



3D FRONT RENDERING
FOR ILLUSTRATION ONLY NO SCALE



1 FRONT ELEVATION
SCALE: 1/4"=1'-0"



2 LEFT ELEVATION
SCALE: 1/4"=1'-0"



3D LEFT RENDERING
FOR ILLUSTRATION ONLY NO SCALE



3D REAR RENDERING
FOR ILLUSTRATION ONLY NO SCALE



3 REAR ELEVATION
SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION
SCALE: 1/4"=1'-0"



3D RIGHT RENDERING
FOR ILLUSTRATION ONLY NO SCALE

DATE: 7/10/2023
DRAWN BY:
DISTINCTIVE
PLAN 104-23

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

PROJECT: 104-23
SHEET: 104-23-01
2303 S. UNIVERSITY AVE
HARLINGEN, TX 79301
OFFICE: 957-1228

DISTINCTIVE
DRAFTING & DESIGN LLC.

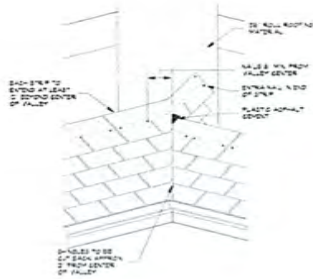
104-23-01
TIBD
BUILDING DESIGN

MEMBER
AIA
BD

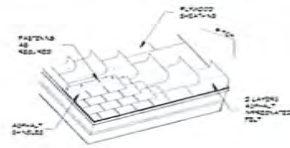
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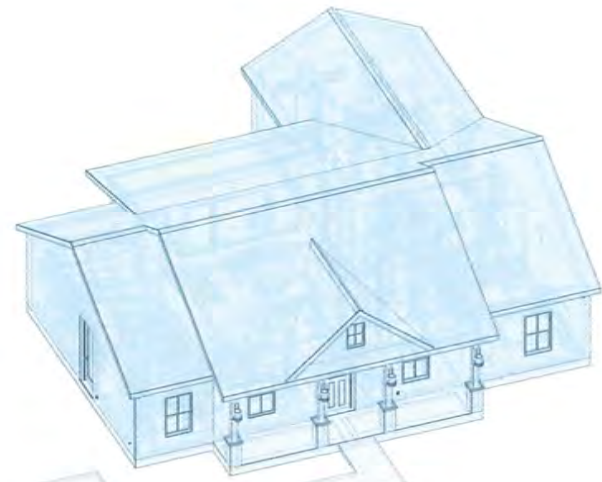
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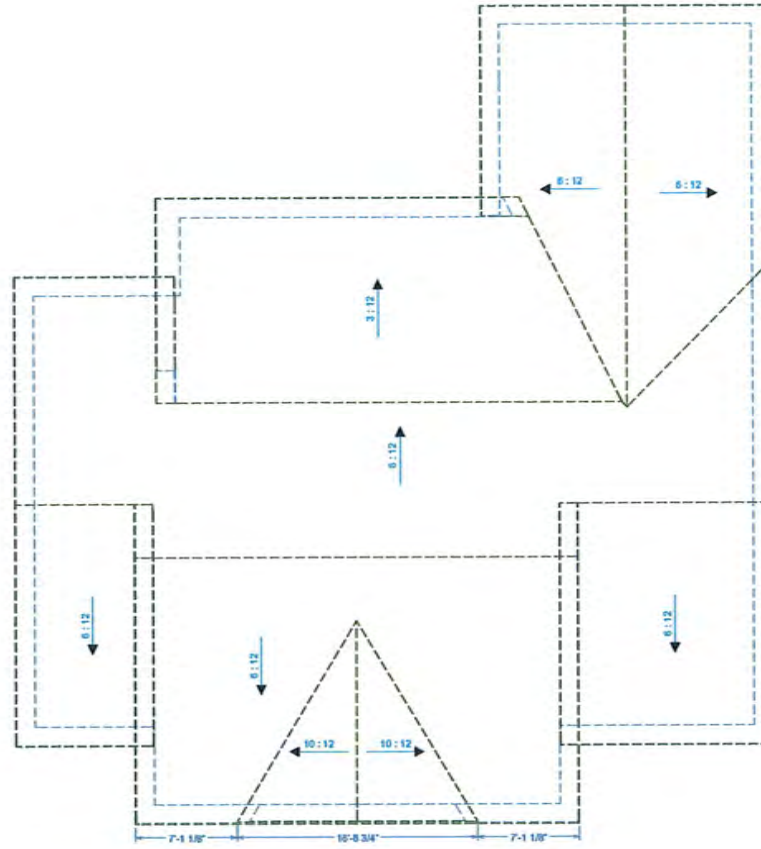
A STANDARD CLOSED-GUT VALLEY
NOT TO SCALE



B STANDARD SHINGLE LAYOUT
NOT TO SCALE



C ROOF OVERVIEW
SCALE: 1/8\"/>



D ROOF PLAN
SCALE: 1/4\"/>

ROOF NOTES

01. COMPOSITION SHINGLES
02. 3:12, 6:12, 10:12 ROOF PITCH
03. 18" OVERHANG

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DATE: 7/10/2023
DRAWN BY:
DISTINCTIVE
BLAN LOMA, TX

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

FOR A COMPLETE LIST OF
OFFICE LOCATIONS VISIT
WWW.DISTINCTIVEDSIGN.COM

DISTINCTIVE
DRAFTING & DESIGN LLC.

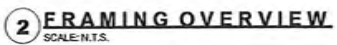
TEXAS BOARD OF
ARCHITECTS
MEMBER

A I
B D
ARCHITECTS

SHEET NUMBER

6

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NOTES.
RAFTER DIAGRAM FOR
ILLUSTRATION PURPOSE
ONLY. PLEASE REFER TO
ENGINEER FRAME PLANS
FOR DETAILS

THESE RESULTS ARE IN ACCORDANCE WITH THE FINDINGS OF OTHER STUDIES. FOR EXAMPLE, A STUDY BY KIM AND CHUNG (2001) REPORTED THAT THE PERCENTAGE OF FEMALE MANAGERS IN SOUTH KOREAN FIRMS WAS 12.5% IN 1995, WHICH INCREASED TO 15.5% IN 2000. THIS INCREASE WAS ATTRIBUTED TO THE IMPLEMENTATION OF THE EQUAL OPPORTUNITY ACT IN 1997, WHICH MANDATED FIRMS TO EMPLOY A CERTAIN PERCENTAGE OF WOMEN. HOWEVER, THE ACT WAS NOT ENFORCED STRICTLY, AND THE INCREASE WAS NOT SUSTAINABLE. IN 2005, THE PERCENTAGE OF FEMALE MANAGERS IN SOUTH KOREAN FIRMS WAS 14.5%, WHICH WAS LOWER THAN THE 15.5% IN 2000. THIS SUGGESTS THAT THE IMPLEMENTATION OF THE ACT WAS NOT EFFECTIVE IN THE LONG RUN.

DATE: 7/10/2023
DRAWN BY:
DISTINCTIVE
PLAN # 094-23

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

17000 111 - 110 52-111- 5000
AN ANTONOV, TN 390250
OFFICE 111 110 515-2720
312 S. 15TH ST. ST. LOUIS, MO 63104
OFFICE 111 110 515-2720
HARLINGEN, TN 39002
OFFICE 111 110 515-2720

3

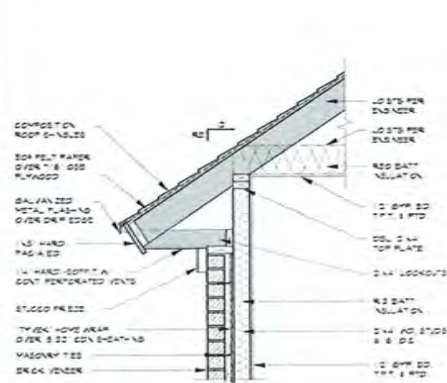
DISTINCTIVE
DRAFTING & DESIGN



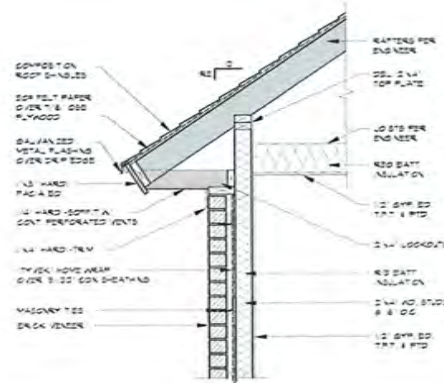
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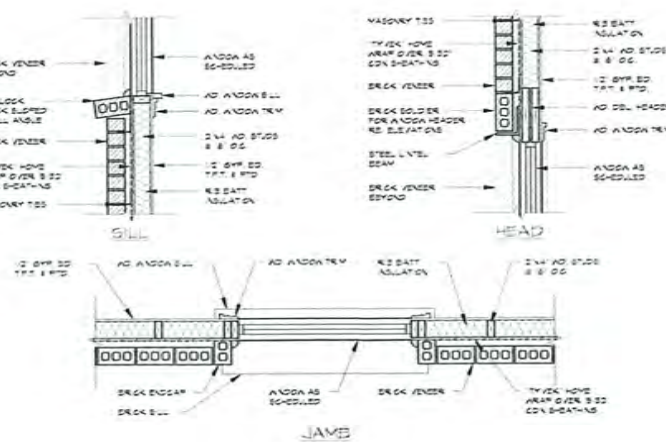
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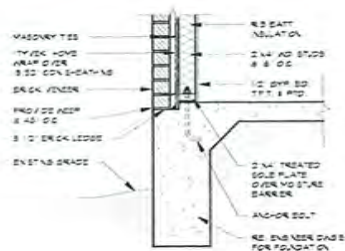
1 STANDARD PLATE
SCALE 1/4"=0'



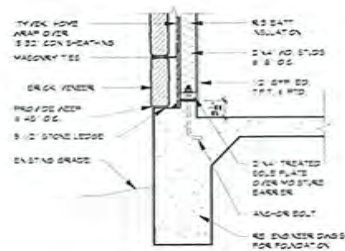
2 RAISED PLATE
SCALE 1/4"=0'



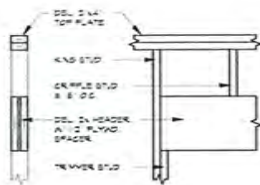
3 ADX DETAILS
SCALE 1/4"=0'



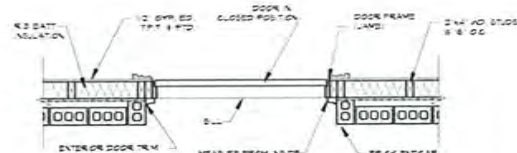
4 BRICK BASE
SCALE 1/4"=0'



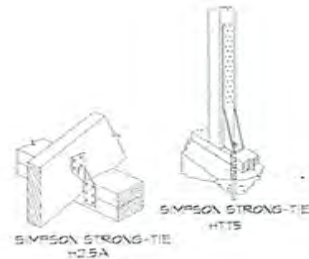
5 GARAGE BASE
SCALE 1/4"=0'



6 HEADER DETAIL
SCALE 1/4"=0'



7 DOOR OP'NG DET.
SCALE 1/4"=0'



**HIGH WIND-RESISTANT
CONSTRUCTION NOTES FOR
WINDSTORM CONNECTORS**

A. HTS SHALL BE PLACED AT ALL OUTSIDE CORNERS

B. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

C. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

D. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

E. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

F. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

G. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

H. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

I. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

J. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

K. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

L. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

M. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

N. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

O. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

P. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

Q. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

R. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

S. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

T. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

U. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

V. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

W. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

X. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

Y. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

Z. HTS SHALL BE PLACED ON EVERY STUD (8" ON CENTER) AT THE FOLLOWING LOCATIONS

- 1. TOP PLATE
- 2. BRICK VENEER
- 3. BRICK VENEER

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DATE: 7/10/2023
DRAWN BY: [Signature]
DISTINCTIVE
DRAFTING & DESIGN LLC

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

AMERICAN INSTITUTE
OF ARCHITECTS
1315 NORTHWAY
HOUSTON, TEXAS 77002

**DISTINCTIVE
DRAFTING & DESIGN LLC.**

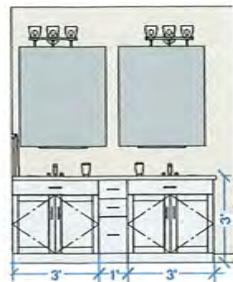
100% SATISFACTION
GUARANTEED

**AI
BD**

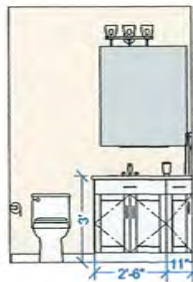
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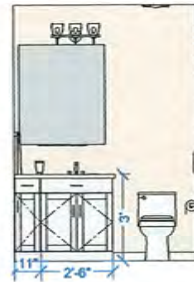
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**MASTER BATH
ELEVATION**
SCALE: 1/2"=1'-0"



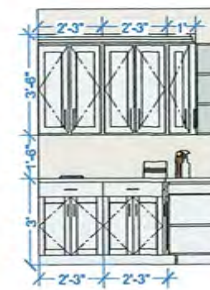
**BATH #2
ELEVATION**
SCALE: 1/2"=1'-0"



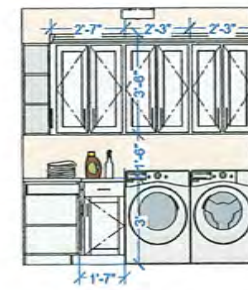
**BATH #3
ELEVATION**
SCALE: 1/2"=1'-0"



**MUD ROOM
ELEVATION**
SCALE: 1/2"=1'-0"



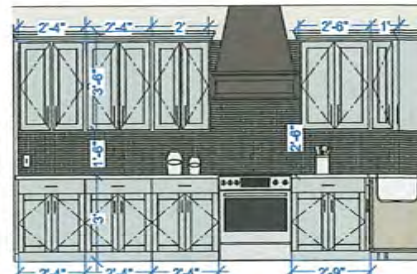
**UTILITY
ELEVATION**
SCALE: 1/2"=1'-0"



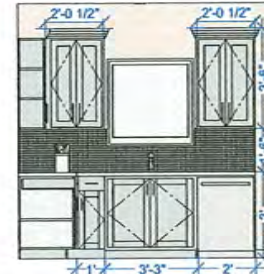
**UTILITY
ELEVATION**
SCALE: 1/2"=1'-0"



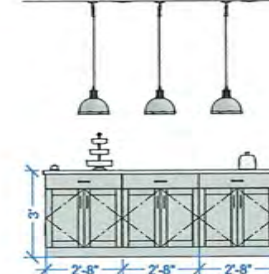
**LIVING FIREPLACE
ELEVATION**
SCALE: 1/2"=1'-0"



**KITCHEN
ELEVATION**
SCALE: 1/2"=1'-0"



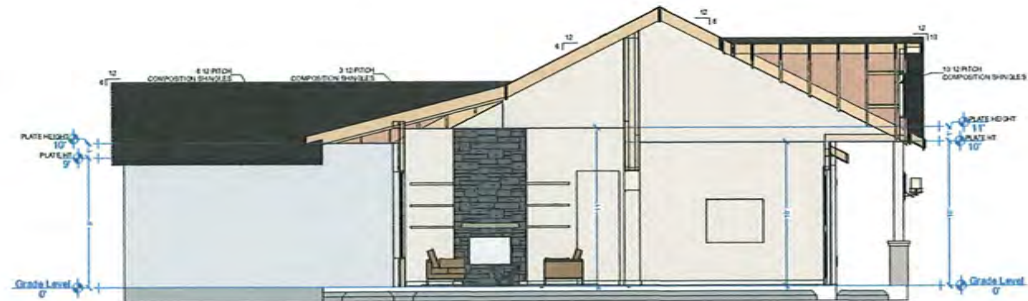
**KITCHEN
ELEVATION**
SCALE: 1/2"=1'-0"



**KITCHEN ISLAND
ELEVATION**
SCALE: 1/2"=1'-0"

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DATE: 7/10/2023	CASTILLO RESIDENCE MILE 17 1/2 NORTH ROAD EDINBURG, TX 78542
DRAWN BY:	
CHECKED BY:	
NEWBOLD DRAFTING AND DESIGN LLC 2012 S. UNIVERSITY HOUSTON, TX 77058 281.441.1234	
DISTINCTIVE DRAFTING & DESIGN LLC.	
TEXAS PROFESSIONAL SEAL MEMBER A I B D AMERICAN INSTITUTE OF BUILDING DESIGNERS	
SHEET NUMBER 10 © 2023	



1 CROSS SECTION
SCALE: 1/4"=1'-0"



2 CROSS SECTION
SCALE: 1/8"=1'-0"

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DATE: 7/10/2023
DESIGNER:
DISTINCTIVE
DRAWING

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

OWNER: MRS. CASTILLO
2015 N. LINDENWAY
HARLINGEN, TX 79543

DISTINCTIVE
DRAFTING & DESIGN LLC.

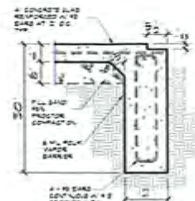
MEMBER
AI
BD

REGISTERED ARCHITECT
STATE OF TEXAS

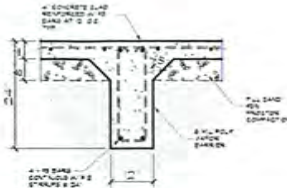
SHEET NUMBER

11

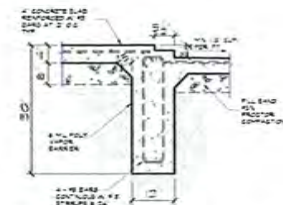
© 2023



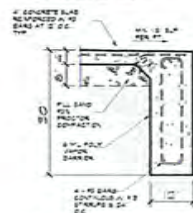
2 EXTERIOR BEAM
SCALE: 1/2"=1'-0"



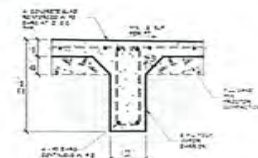
3 INTERIOR BEAM
SCALE: 1/2"=1'-0"



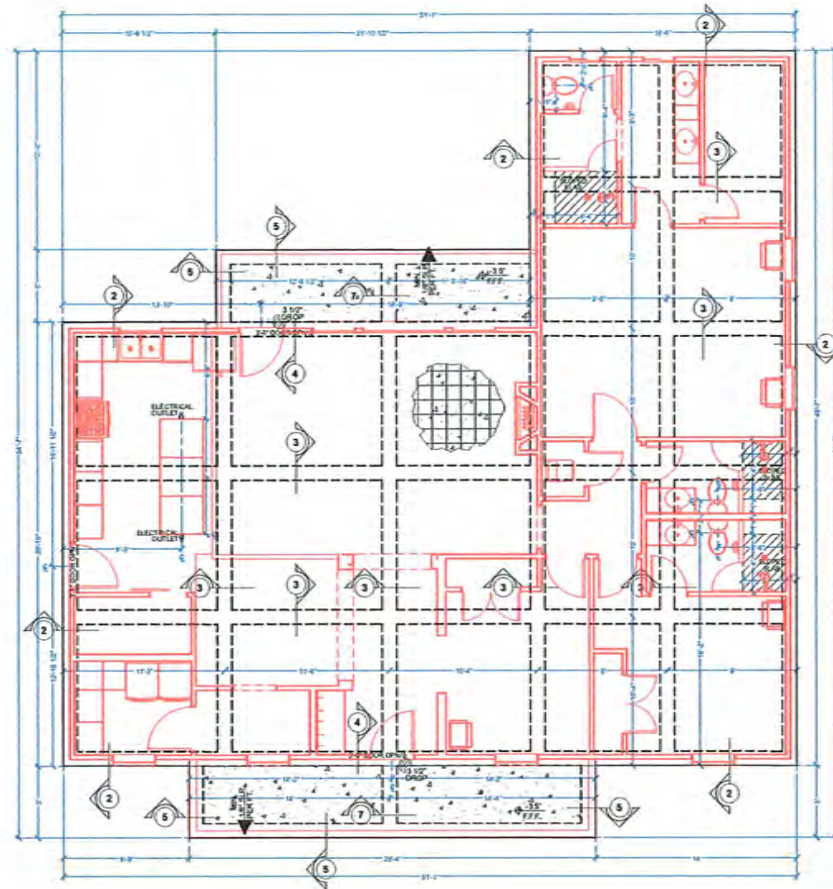
4 ELEVATION TRANSITION BEAM
SCALE: 1/2"=1'-0"



5 EXT. PORCH & PATIO BEAM
SCALE: 1/2"=1'-0"



7 INT. SLOPE BEAM
SCALE: 1/2"=1'-0"



1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"

FOUNDATION NOTES

1. DIMENSIONS & SPECIFICATION ARE FOR GUIDELINES. ENGINEER DRAWINGS OR SPECIFICATIONS OVERRIDE ALL.
2. 4" CONCRETE SLAB @ 3,000 PSI W/ #3 REBAR 12" O.C. B.W.
3. 30" DEEP EXTERIOR & 24" INTERIOR BEAMS.

REVISIONS: 1. 10/10/2023
2. 10/10/2023
3. 10/10/2023
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99. 10/10/2023
100. 10/10/2023

DATE: 7/10/2023
DRAWN BY: [Name]
CHECKED BY: [Name]
DESIGNED BY: [Name]

CASTILLO RESIDENCE
MILE 17 1/2 NORTH ROAD
EDINBURG, TX 78542

PROJECT: 2023-001
SHEET: 1 OF 1
DATE: 7/10/2023

DISTINCTIVE
DRAFTING & DESIGN LLC

MEMBER
AI
BD

EXPIRATION DATE: 12/31/2024

SHEET NUMBER

12

© 2023

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

RZNE-2023-0160

Date: 9-27-23

1. Property Owner (required): Frank & Itzel Castillo 2. Phone: 956-651-9295
 3. Mailing Address: 517 Quail Ave
 4. City: Edinburg State: Tx Zip: 78542
 5. Owner's Email: frankcastillo1491@gmail.com 6. Cell No. 956-651-7295
 7. Agent (not owner): Michael Paetz 8. Agent's Phone: 956-342-6015
 9. Agent's Mailing Address: Michael Paetz @ paetzfamilyhomes.com
 10. City: Hartinger State: Tx Zip: 78552
 11. Agent's Email: TS140 Jenn Circle
 12. Address/Location being Rezoned: Mile 17 1/2 3430, Edinburg, Tx
 13. Legal Description of Property: 14. Property ID(s): 295864
Lot 1, Section 245, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas
 15. Zone Change: From: Agricultural To: Residential primary
 16. Existing Land Use: Empty Land
 17. Reason for Zone Change: we just took out a construction loan to build our primary residence here
- Itzel Castillo (Please Print Name) Itzel Castillo Signature

OFFICE USE ONLY

REVIEWED BY

DATE RECEIVED

9/27/23

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

By

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 204001
FARIAS ALMA
3522 VIENTO
EDINBURG, TX 78542

PID: 204006
GARZA HERIBERTO & NORA
4913 N KENYON RD
EDINBURG, TX 78542-0521

PID: 204007
BARAJAS MAYRA A
3500 VIENTO ST
EDINBURG, TX 78542-0557

PID: 204009
FLORES ROGELIO
4420 E 17 1/2 MILE RD
EDINBURG, TX 78541

PID: 204010
GARZA JUAN DD & MARIA E
2315 PASEO ENCANTADO
EDINBURG, TX 78542-0545

PID: 204002
PUGO NICHOLAS
3534 MINA DE ORO
EDINBURG, TX 78542-0548

PID: 204004
LOZANO MARIA M
3510 VIENTO ST
EDINBURG, TX 78542-0557

PID: 204079
TORRES ELOY
11222 DEVAN DR
MISSION, TX 78573-1418

PID: 296024
VILLARREAL HERON & SYLVIA
3319 E 17 1/2 MI RD
EDINBURG, TX 78539

PID: 295863
ALDAPE EDGAR & ELIZABETH
PO BOX 5146
MCALLEN, TX 78502

PID: 204078
LOZANO SERVANDO & REBECCA
3515 VIENTO ST
EDINBURG, TX 78542-0558

PID: 204008
FLORES MARIO M & CYNTHIA D
2307 PASEO ENCANTADO
EDINBURG, TX 78542-0545

PID: 204083
CANTU MARTHA ELENA
3404 GABBIE LN
EDINBURG, TX 78542

PID: 204084
BARRERA FERNANDO & ADRIANA
3506 SOL DORADO
EDINBURG, TX 78542-0553

PID: 204080
ACOSTA KEVIN & AIME BERNAL
3509 VIENTO ST
EDINBURG, TX 78542-0558

PID: 204000
FARIAS ALMA
3522 VIENTO
EDINBURG, TX 78542

PID: 204081
GUERRERO LUCINDA LIFE ESTATE
BORJAS AISHA & ALYSSA NICOLE
3501 VIENTO ST
EDINBURG, TX 78542

PID: 295865
RUBEN AND ANA M CELEDON
LIVING TRUST
2402 W TRENTON RD
EDINBURG, TX 78539-7076

PID: 204003
GARZA FEDERICO & GUADALUPE
3514 VIENTO ST
EDINBURG, TX 78542-0557

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 295864
CASTILLO ROSALINDA
PO BOX 2156
SAN JUAN, TX 78589

PID: 204005
GARCIA JOSE J & ENEDELIA C
3506 VIENTO ST
EDINBURG, TX 78542-0557

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.90 ACRE TRACT OF LAND OUT OF LOT 1, SECTION 245, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 3430 WEST MILE 17 ½ ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, 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 the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 0.90 Acre tract of Land out of Lot 1, Section 245, Texas Mexican Railway Company 's Survey, Located at 3430 West Mile 17 ½ Road, Edinburg, Hidalgo County, Texas, 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 November 14, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 of 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 November 21, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 to 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 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 be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PUBLIC HEARINGS-SPECIAL ITEMS

Agenda Item No: 6.B.

Rezoning Request of 50.493 Acres of Land in the Juan Jose Balli Survey

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and Further Being all of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Being Located at 17000 North I-69C, on Behalf of the City of Edinburg. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the northeast corner of North I-69C and East Farm Market Road 490. The property has 4,614.06 feet of frontage including the right-of-way along Farm Market 490 and 1,878.75 feet of depth to its deepest point for a total of 50.493 acres. The property was recently annexed into the City of Edinburg City Limits on October 2, 2023. City of Edinburg Unified Development Code regulations calls for property annexed into the City Limits need to be provided with the lowest zoning grade, which is Agriculture and Open Space (AO) District. The proposed zoning request is to allow for Industrial Uses. The request is to allow for expansion of the City of Edinburg Airport.

The property is currently zoned Agriculture and Open Space (AO) District. The surrounding zoning is Industrial, General (IG) District to the south. Property to the north, east, and west currently fall outside the City of Edinburg City Limits. Adjacent land uses consist of vacant land and the City of Edinburg Airport.

Staff mailed a notice of the public hearing to 3 neighboring property owners on Friday, September 29, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District as this zoning suits the surrounding land uses, and this being an extension of the City of Edinburg Airport, proposed zoning is best suited for this property.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning &

Zoning Commission action.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Agenda Packet Attachments
- B. Ordinance - COE 50.493

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/10/2023
CITY COUNCIL – 11/21/2023
DATE PREPARED – 10/05/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District

APPLICANT: City of Edinburg

AGENT: Not Applicable

LEGAL: 50.493 acres of land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision record according to the map or plat thereof recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the remainder of that certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a portion of F.M. Highway 490 right of way

LOCATION: located at 17000 North I-69C

LOT/TRACT SIZE: 50.493 acres of land

CURRENT USE: Vacant

PROPOSED USE: Industrial General (IG) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Outside City Limits
South – Industrial, General (IG) District
East – Outside City Limits
West – Outside City Limits

LAND USE PLAN: Not Applicable

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District

REZONING REQUEST CITY OF EDINBURG

EVALUATION

The following is staff's evaluation of the request:

1. Adjacent land uses consist mostly of vacant land and the City of Edinburg Airport.
2. This property was annexed into the City Limits of Edinburg on October 3, 2023.
3. Agriculture and Open Space (AO) District was given as per requirements of the Unified Development Code.

Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District as this zoning suits the intended use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 3 neighboring property owners on Friday, September 29, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List

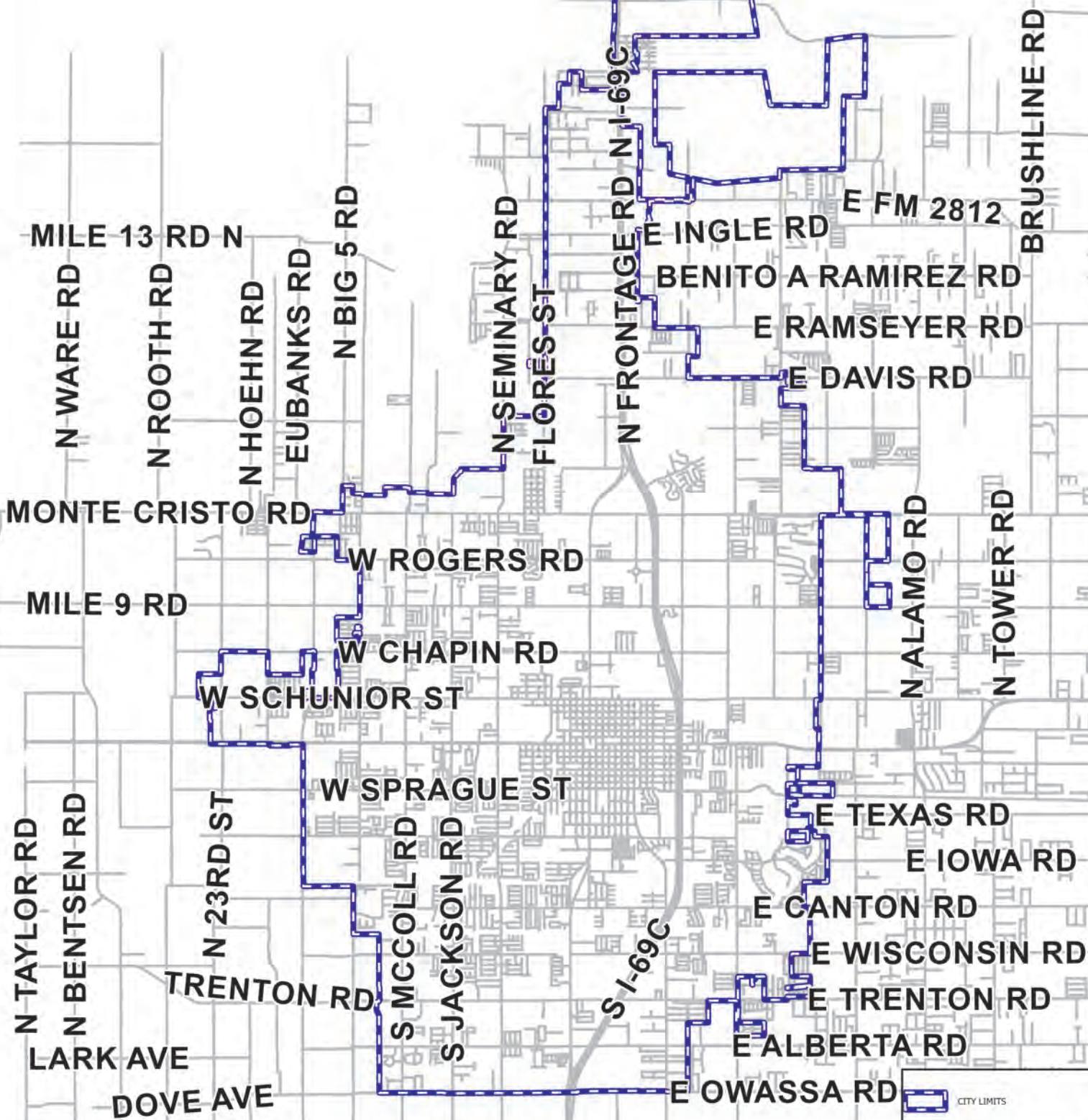
FM 490

W FM 490

E FM 490



1 in = 7,917 ft



EDINBURG NEW DEVELOPMENT MAP

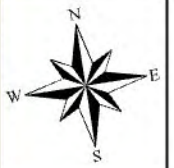
APPLICANT AND/OR SUBDIVISION:

JOSE EDDIE VELARDE



CITY LIMITS

APPLICANT OR SUBDIVISION SITE



1 in = 800 ft

N EXPRESSWAY 281
ACCESS RAMP

FM 490 W FM 490

ACCESS RD
N I-69C

E FM 490



CITY LIMITS



APPLICANT OR SUBDIVISION
SITE

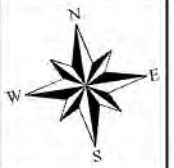


AERIAL MAP

AERIAL

APPLICANT AND/OR SUBDIVISION:

JOSE EDDIE VELARDE



1 in = 800 ft

N EXPRESSWAY 281
ACCESS RAMP

FM 490 W FM 490

E FM 490

ACCESS RD
N I-69C

-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE
-  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

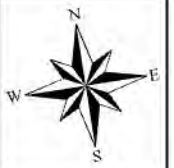


ZONING MAP

BA

APPLICANT AND/OR SUBDIVISION:

JOSE EDDIE VELARDE



1 in = 800 ft

N EXPRESSWAY 281
ACCESS RAMP

FM 490 W FM 490

N I-69C

ACCESS RD

E FM 490

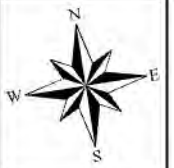
-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE
-  FUTURE LANDUSE
-  Agriculture
-  Auto-Urban
-  Downtown District
-  General Commercial
-  Industrial
-  Mobile Home
-  Neighborhood Commercial
-  Office Business Park
-  Suburban
-  Urban
-  Urban University



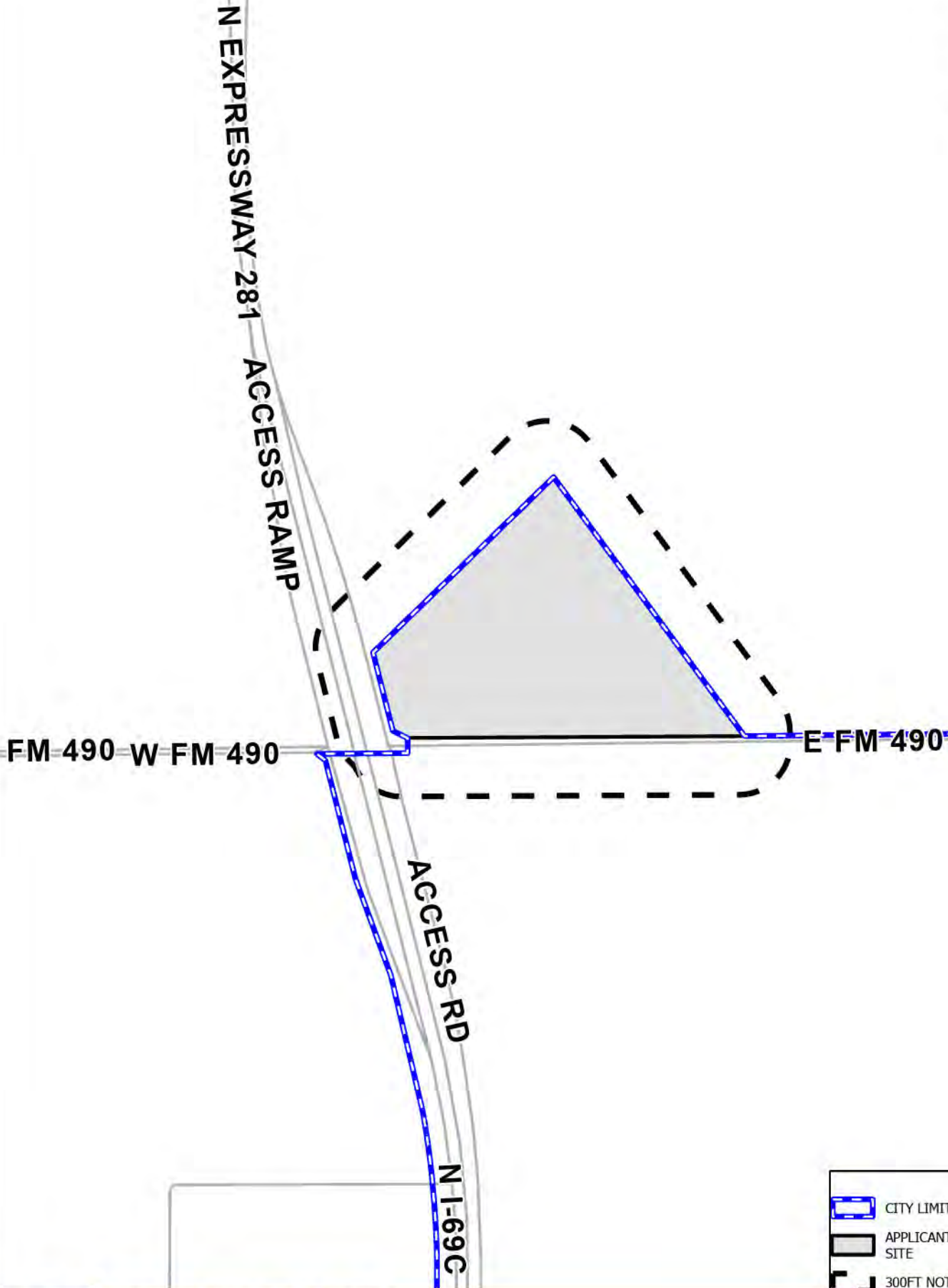
FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

JOSE EDDIE VELARDE



1 in = 800 ft



-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE
-  300FT NOTIFICATION



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

JOSE EDDIE VELARDE



Rezoning Request Site Photo

City of Edinburg

17000 North I-69C



**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 605530
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 690082
KVS FAMILY LIMITED PARTNERSHIP
PO BOX 5790
MCALLEN, TX 78502-5790

PID: 120073
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 50.493 ACRES OF LAND IN THE JUAN JOSE BALLI SURVEY, ABSTRACT NUMBER 29, HIDALGO COUNTY, TEXAS AND BEING A PORTION OF THE SAN SALVADOR DEL TULE GRANT, A SUBDIVISION RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECODED IN VOLUME 10, PAGES 58-60, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND FURTHER BEING ALL OF THAT CERTAIN CALLED 9.65 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 1997-575056, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND THE REMAINDER OF THAT CERTAIN CALLED 34.46 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 1997-575057, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND A PORTION OF F.M. HIGHWAY 490 RIGHT OF WAY, BEING LOCATED AT 17000 NORTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, 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 the Industrial, General (IG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 50.493 acres of land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision record according to the map or plat thereof recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the remainder of that

certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a portion of F.M. Highway 490 right of way, being located at 17000 North I-69C, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Industrial, General (IG) 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 October 10, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 of 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 November 21, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 to Industrial, General (IG) 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 Industrial, General (IG) 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 be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PUBLIC HEARINGS-SPECIAL ITEMS

Agenda Item No: 6.C.

Rezoning Request of 600.885 Acres of Land in The Juan Balli Survey

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 600.885 Acres of Land In The Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being a Poriton of the San Salvador Del Tule Grant, Located at 15600 North Interstate 69C, on Behalf of the City of Edinburg. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the east side of North I-69C south of East Farm Market Road 490. The property is a total of 600.885 acres. The property was recently annexed into the City of Edinburg City Limits on October 2, 2023. City of Edinburg Unified Development Code regulations calls for property annexed into the City Limits need to be provided with the lowest zoning grade, which is Agriculture and Open Space (AO) District. The proposed zoning request is to allow for Industrial Uses. The request is to allow for expansion of the City of Edinburg Airport.

The property is currently zoned Agriculture and Open Space (AO) District. The surrounding zoning is Industrial, General (IG) District to the north. Property to the south, east, and west currently fall outside the City of Edinburg City Limits. Adjacent land uses consist of vacant land and the City of Edinburg Airport.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, September 29, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

3. Staff's Recommendation:

Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District as this zoning suits the surrounding land uses, and this being an extension of the City of Edinburg Airport, proposed zoning is best suited for this property.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

Reviewed by:

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Agenda Packet Attachments
- B. Ordinance - COE 600.885

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/10/2023
CITY COUNCIL – 11/21/2023
DATE PREPARED – 10/05/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District

APPLICANT: City of Edinburg

AGENT: Not Applicable

LEGAL: 600.885 Acres of Land In The Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being a Poriton of the San Salvador Del Tule Grant

LOCATION: Located at 15600 North Interstate 69C

LOT/TRACT SIZE: 600.885 Acres of Land

CURRENT USE: Vacant

PROPOSED USE: Industrial General (IG) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Industrial, General (IG) District
South – Outside City Limits
East – Outside City Limits
West – Outside City Limits

LAND USE PLAN: Not Applicable

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District

REZONING REQUEST CITY OF EDINBURG

EVALUATION

The following is staff's evaluation of the request:

1. Adjacent land uses consist mostly of vacant land and the City of Edinburg Airport.
2. This property was annexed into the City Limits of Edinburg on October 3, 2023.
3. Agriculture and Open Space (AO) District was given as per requirements of the Unified Development Code.

Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Industrial, General (IG) District as this zoning suits the intended use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, September 29, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo Application
Owner Notification
List

FM 490

W FM 490

E FM 490



E EL CIBOLO RD

N I-69C

BRUSHLINE RD

E FM 2812

E INGLE RD

BENITO A RAMIREZ RD

E RAMSEYER RD

E DAVIS RD

N BIG 5 RD

N SEMINARY RD

FLORES ST

N HOEHN RD

EUBANKS RD

N Rooth RD

MILE 13 RD N

N WARE RD

MONTE CRISTO RD

E MONTE CRISTO RD

W ROGERS RD

E ROGERS RD

MILE 9 RD

W MILE 17 1/2 RD

E MILE 17 1/2 N

W CHAPIN RD

W SCHUNIOR ST

E RICHARDSON RD

N DEPOT RD

N 23RD ST

W SPRAGUE ST

E TEXAS RD

E IOWA RD

E CANTON RD

E WISCONSIN RD

E TRENTON RD

E ALBERTA RD

E OWASSA RD

S MCCOLL RD

S JACKSON RD

TRENTON RD

LARK AVE

DOVE AVE

N TAYLOR RD

N BENTSEN RD



CITY LIMITS



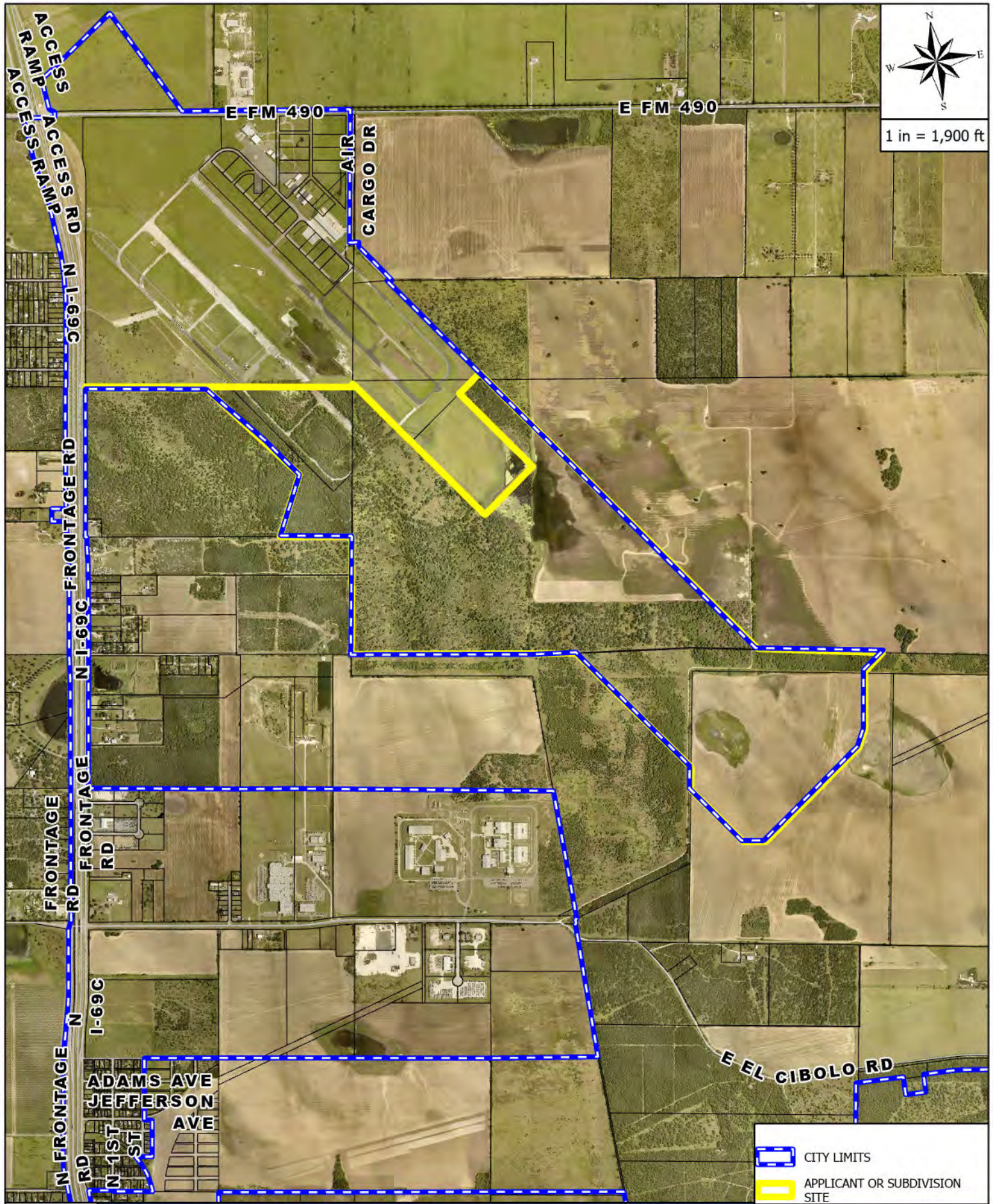
APPLICANT OR SUBDIVISION SITE



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

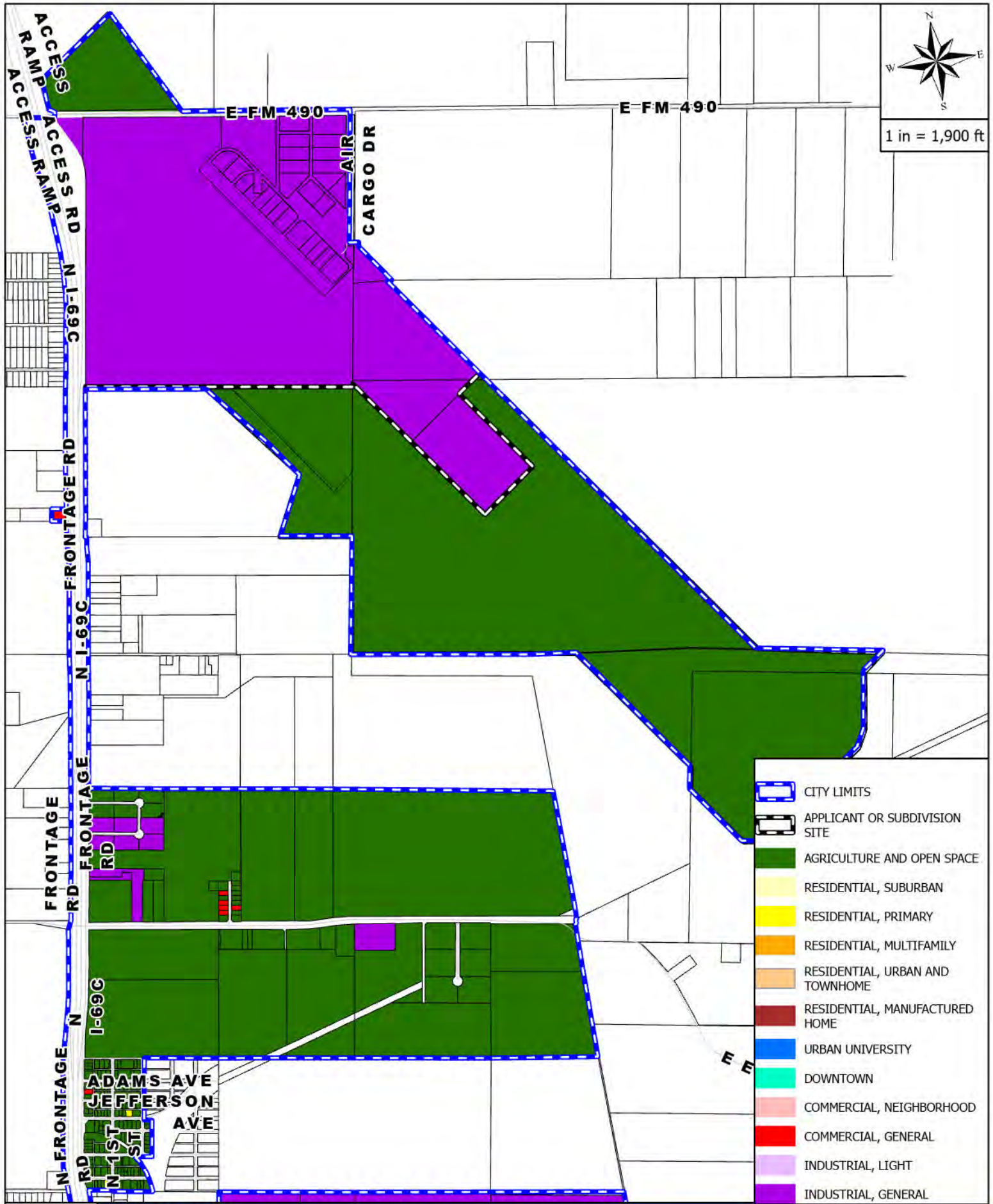
CITY OF EDINBURG 600.885 ACRES



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:

CITY OF EDINBURG 600.885 ACRES

-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE



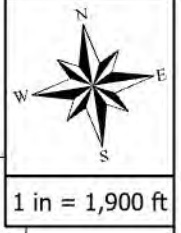
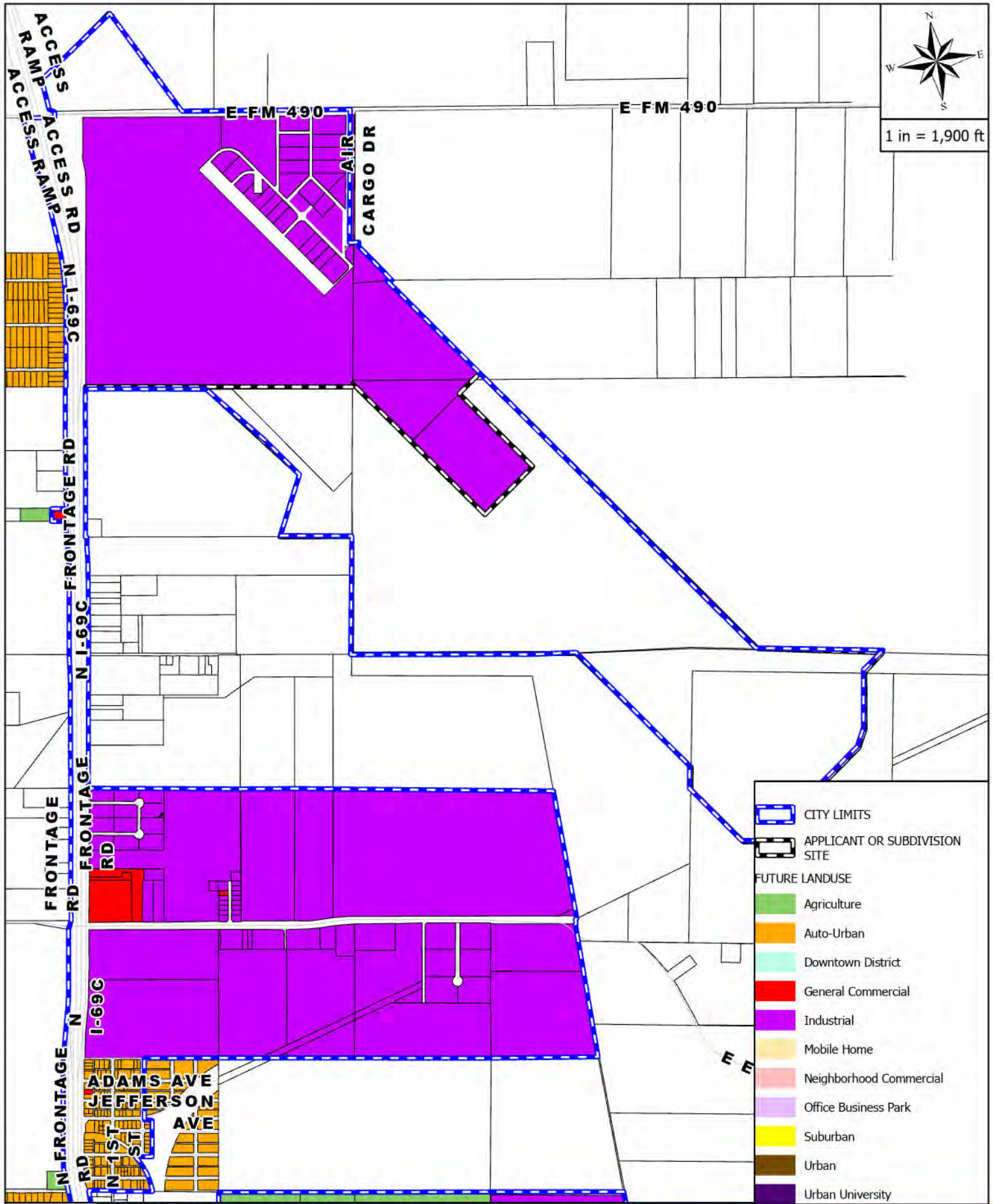
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

CITY OF EDINBURG 600.885 ACRES

BA

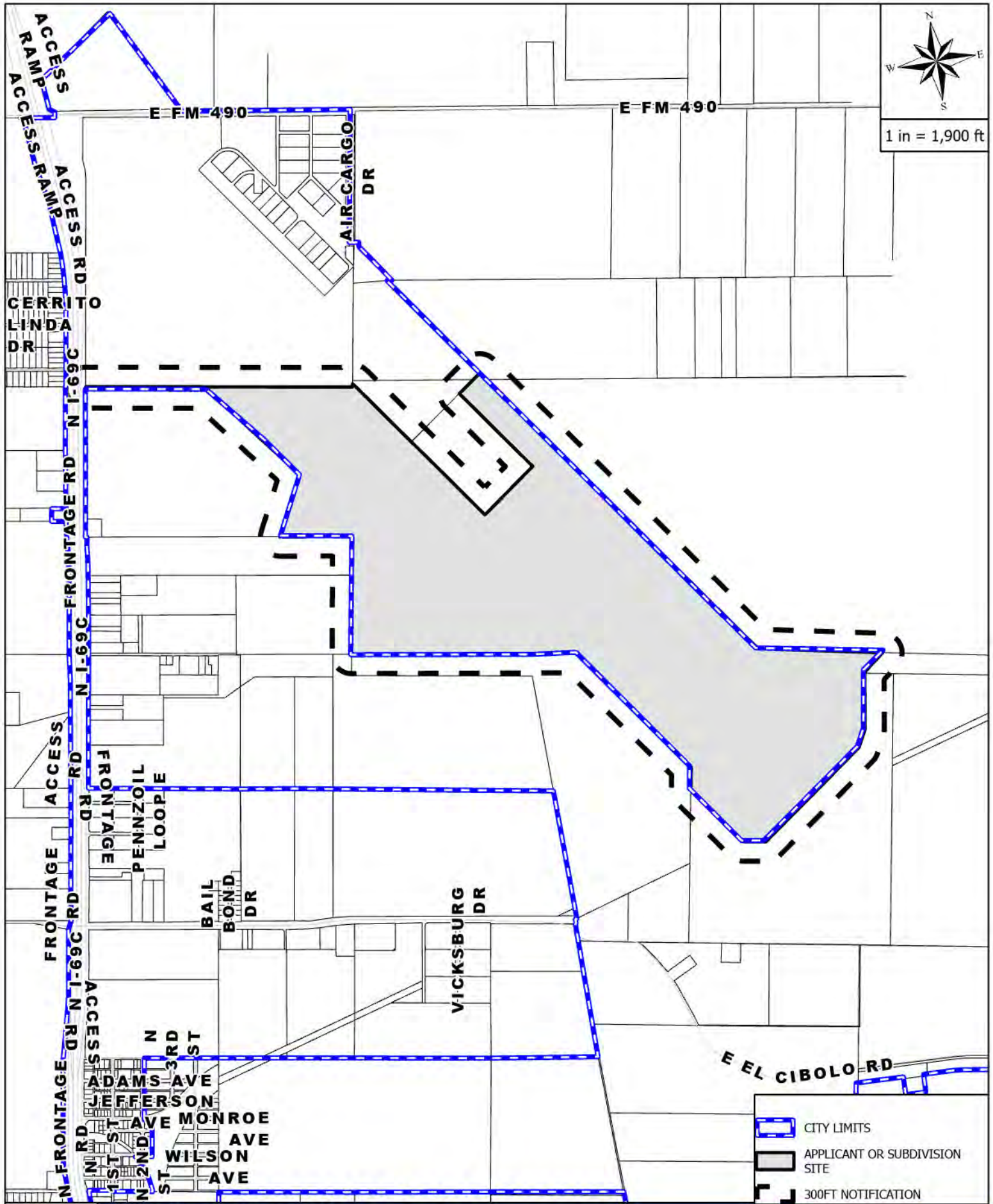




- CITY LIMITS
- APPLICANT OR SUBDIVISION SITE
- FUTURE LANDUSE**
- Agriculture
- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Mobile Home
- Neighborhood Commercial
- Office Business Park
- Suburban
- Urban
- Urban University



FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:
 CITY OF EDINBURG 600.885 ACRES



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

CITY OF EDINBURG 600.885 ACRES

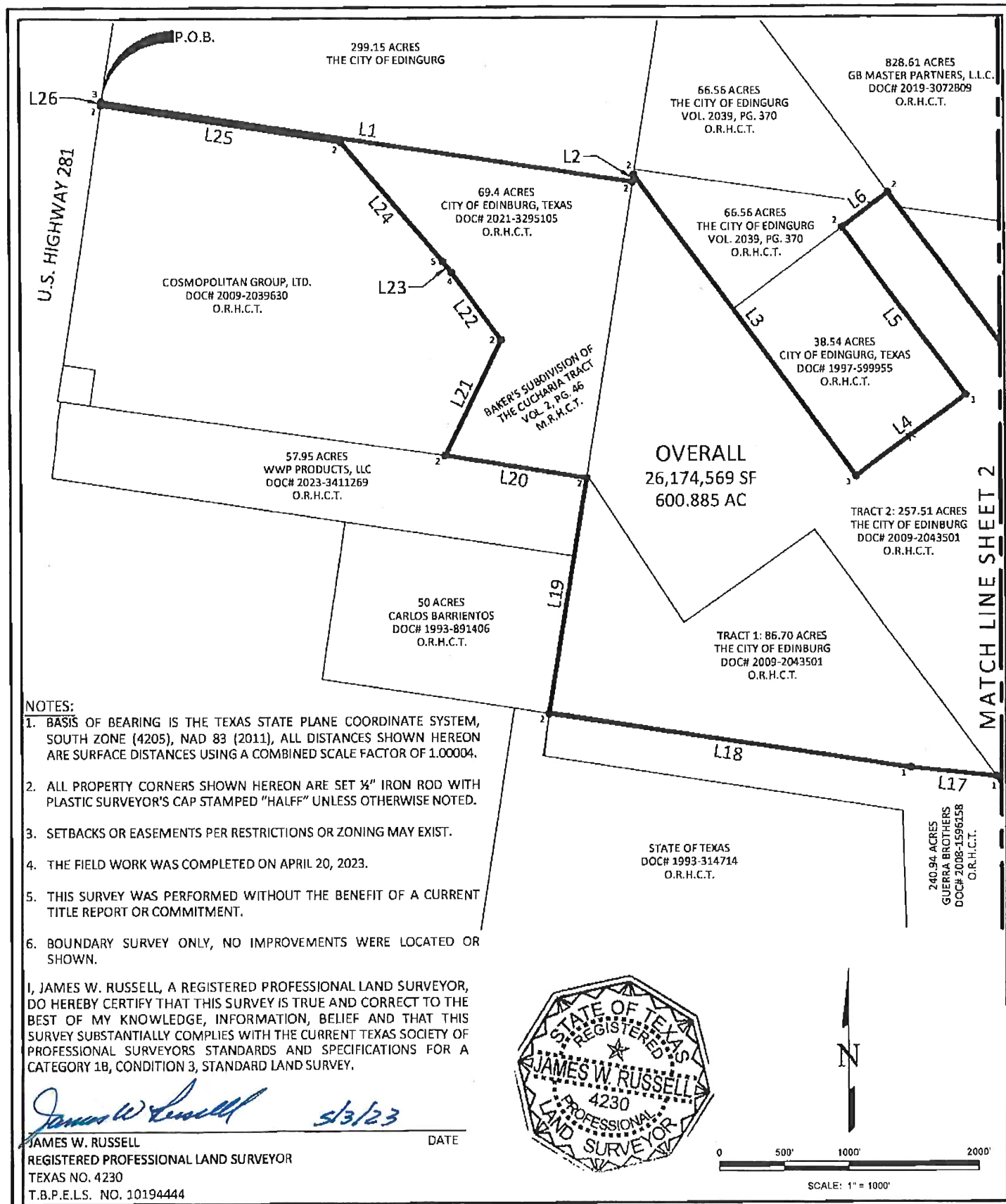


Rezoning Request Site Photo

City of Edinburg

15600 North I-69C





5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7448
TEL (956) 664-0288
TBPELS SURVEYING FIRM #10104444

EXHIBIT OF
600.885 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

PROJECT NO: 42064.007

DATE ISSUED: 5/3/2023

PAGE: 1 OF 5

MATCH LINE SHEET 1

SAN SALVADOR DEL TULE GRANT
VOL. 10, PGS. 58-60
M.R.H.C.T.
JUAN JOSE BALI SURVEY
ABSTRACT NO. 290

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET 1/4" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

TRACT 2: 257.51 ACRES
THE CITY OF EDINBURG
DOC# 2009-2043501
O.R.H.C.T.

828.61 ACRES
GB MASTER PARTNERS, L.L.C.
DOC# 2019-3072809
O.R.H.C.T.

240.94 ACRES
GUERRA BROTHERS
DOC# 2008-1596158
O.R.H.C.T.

59.93 ACRES
CITY OF EDINBURG, TEXAS
DOC# 2013-2405487
O.R.H.C.T.

126.455 ACRES
CITY OF EDINBURG, TEXAS
DOC# 2013-2406486
O.R.H.C.T.

300 ACRES
MATIAS XAVIER PENA
DOC# 2012-2369913
O.R.H.C.T.

240.94 ACRES
GUERRA BROTHERS
DOC# 2008-1596158
O.R.H.C.T.

301.06 ACRES
COUNTY OF HIDALGO
DOC# 2009-2060139
O.R.H.C.T.

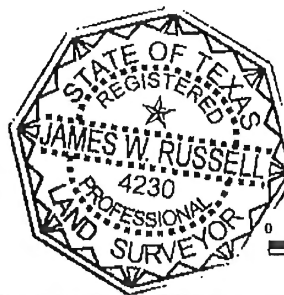
I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.



JAMES W. RUSSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

DATE

5/3/23



0 500' 1000' 2000'
SCALE: 1" = 1000'



5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 654-0200
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
600.885 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

PROJECT NO: 42064.007

DATE ISSUED: 5/3/2023

PAGE: 2 OF 5

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S81°12'58"E	4133.50'
L2	N08°20'01"E	56.36'
L3	S36°21'40"E	2879.61'
L4	N53°38'15"E	1049.92'
L5	N36°21'37"W	1598.43'
L6	N53°37'41"E	449.20'
L7	S36°22'12"E	6012.68'
L8	S80°14'38"E	1970.97'
L9	S53°46'36"W	430.29'
L10	S08°41'33"W	901.13'
L11	S27°11'11"W	297.86'
L12	S53°35'50"W	2048.20'
L13	N81°24'13"W	346.75'
L14	N36°14'54"W	1137.89'
L15	N09°14'15"E	350.17'
L16	N36°17'54"W	2481.25'
L17	N84°01'28"W	660.83'
L18	N81°22'10"W	2822.58'
L19	N09°18'44"E	1835.24'
L20	N80°52'00"W	1103.10'
L21	N26°05'35"E	985.73'
L22	N36°05'02"W	643.28'
L23	N38°20'30"W	109.29'
L24	N40°18'47"W	1204.94'
L25	N81°09'41"W	1865.66'
L26	N08°39'35"E	29.88'

LEGEND

- ₁ = SET 1/2" IRON ROD WITH "HALFF" CAP
- ₂ = FOUND 1/2" IRON ROD
- ₃ = FOUND 5/8" IRON ROD
- ₄ = FOUND 1" IRON PIPE
- ₅ = FOUND 5/8" IRON PIPE

P.O.B. = POINT OF BEGINNING

O.R.H.C.T. = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS

— X — = BARBED WIRE FENCE

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET 1/2" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W. Russell 5/3/23

JAMES W. RUSSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

DATE



5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7449
TEL (958) 684-0288
TBPELS SURVEYING FIRM #10194444

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PAGE: 3 OF 5



**LEGAL DESCRIPTION
600.885 ACRES
OF LAND**

600.885 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and a portion of Baker's Subdivision of the Cucharria Tract, a subdivision of record according to the map or plat thereof recorded in Volume 2, Pages 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg, as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document Number 2009-2043501, Official Records of Hidalgo County, Texas; all of that certain called 126.455 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; all of that certain called 59.93 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas; said 600.885 acres being more particularly described as follows:

BEGINNING, at a found 5/8 inch iron rod located in the easterly right of way line of U.S. Highway 281 and marking the northwesterly corner of the said 69.4 acres of land;

THENCE, South 81deg 12' 58" East, leaving the easterly right of way line of U.S. Highway 281 and along the northerly line of the said 69.4 acres of land, a distance of 4,133.50 feet, to a found ½ inch iron rod located in the westerly line of the said 257.51 acres of land;

THENCE, along the boundary lines of the said 257.51 acres, the following courses:

North 08deg 20' 01" East, a distance of 56.36 feet, to a found ½ inch iron rod;
South 36deg 21' 40" East, a distance of 2,879.61 feet, to a set ½ inch iron rod with "HALFF" cap;
North 53deg 38' 15" East, a distance of 1,049.92 feet, to a set ½ inch iron rod with "HALFF" cap;
North 36deg 21' 37" West, a distance of 1,598.43 feet, to a found ½ inch iron rod;
North 53deg 37' 41" East, a distance of 449.20 feet, to a found ½ inch iron rod;
South 36deg 22' 12" East, a distance of 6,012.68 feet, to a found ½ inch iron rod located in the northerly line of the said 59.93 acres of land;

THENCE, along the boundary line of the said 59.93 acres and the said 126.455 acres, the following courses:

South 80deg 14' 38" East, a distance of 1,970.97 feet, to a found ½ inch iron rod;
South 53deg 46' 36" West, a distance of 430.29 feet, to a set ½ inch iron rod with "HALFF" cap;
South 08deg 41' 33" West, a distance of 901.13 feet, to a set ½ inch iron rod with "HALFF" cap;

South 27deg 11' 11" West, a distance of 297.86 feet, to a set ½ inch iron rod with "HALFF" cap;
South 53deg 35' 50" West, a distance of 2,048.20 feet, to a found 5/8 inch iron rod;
North 81deg 24' 13" West, a distance of 346.75 feet, to a found 5/8 inch iron rod;
North 36deg 14' 54" West, a distance of 1,137.89 feet, to a found ½ inch iron rod;
North 09deg 14' 15" East, a distance of 350.17 feet, to a found ½ inch iron rod;
North 36deg 17' 54" West, a distance of 2,481.25 feet, to a set ½ inch iron rod with "HALFF" cap marking the southeasterly corner of the said 86.70 acres of land;

THENCE, along the boundary lines of the said 86.70 acres, the following courses:

North 84deg 01' 28" West, a distance of 660.83 feet, to a set ½ inch iron rod with "HALFF" cap;
North 81deg 22' 10" West, a distance of 2,822.58 feet to a found ½ inch iron rod;
North 09deg 18' 44" East, a distance of 1,835.24 feet, to a found ½ inch iron rod marking the southeasterly corner of the said 69.4 acres of land;

THENCE, along the boundary lines of the said 69.4 acres, the following courses:

North 80deg 52' 00" West, a distance of 1,103.10 feet, to a found ½ inch iron rod;
North 26deg 05' 35" East, a distance of 985.73 feet, to a found ½ inch iron rod;
North 36deg 05' 02" West, a distance of 643.28 feet, to a found 1 inch iron pipe;
North 38deg 20' 30" West, a distance of 109.29 feet, to a found 5/8 inch iron pipe;
North 40deg 18' 47" West, a distance of 1,204.94 feet, to a found ½ inch iron rod;
North 81deg 09' 41" West, a distance of 1,865.66 feet, to a found ½ inch iron rod located in the easterly right of way line of U.S. Highway 281;

THENCE, North 08deg 39' 35" East, along the easterly right of way line of U.S. Highway 281, a distance of 29.88 feet, to the **POINT OF BEGINNING** and containing 600.885 acres (26,174,569 square feet) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Zone (4205), NAD 83 (2011).

 5/3/23

James W. Russell

Registered Professional Land Surveyor No. 4230

T.B.P.E.L.S. Firm No. 10194444



**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 158343
GB MASTER PARTNERS LLC
PO BOX 38
LINN, TX 78563

PID: 120107
BARRIENTOS CARLOS
CASTILLO DEL MORRO #189
COL LOMAS REFORMA
DEL. MIGUEL HIDALGO, CDMX MEXICO 11930

PID: 883308
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 883309
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 794989
COUNTY OF HIDALGO
PO BOX 758
EDINBURG, TX 78540-0758

PID: 120078
CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

PID: 1309552
**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**
902 N DOOLITTLE
EDINBURG, TX 78542-7470

PID: 120109
STATE OF TEXAS
PO BOX 99
HUNTSVILLE, TX 77342-0099

PID: 120094
KSW RAIL GROUP LLC
927 W EXPRESSWAY 83
DONNA, TX 78537-9686

PID: 1184642
CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

PID: 158324
GB MASTER PARTNERS LLC
PO BOX 38
LINN, TX 78563

PID: 498217
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 120073
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 20405175
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 498218
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 790023
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 120079
COSMOPOLITAN GROUP LTD
4610 S JACKSON RD
EDINBURG, TX 78539-7780

PID: 730737
HIDALGO COUNTY DRAINAGE DIST #1
900 N DOOLITTLE RD
EDINBURG, TX 78542

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 600.885 ACRES OF LAND IN THE JUAN BALLI SURVEY, ABSTRACT NUMBER 290, HIDALGO COUNTY, TEXAS AND BEING PORTION OF THE SAN SALVADOR DEL TULE GRANT, LOCATED AT 15600 NORTH INTERSTATE 69C, EDINBURG, HIDALGO COUNTY, TEXAS, 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 the Industrial, General (IG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 600.885 Acres of Land in the Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being Portion of the San Salvador Del Tule Grant, Located at 15600 North Interstate 69C, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Industrial, General (IG) 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 October 10, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 of 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 November 21, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 to Industrial, General (IG) 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 Industrial, General (IG) 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 be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PUBLIC HEARINGS-SPECIAL ITEMS

Agenda Item No: 6.D.

Rezoning Request of 4105 East Lopez Drive

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, Lot 2, Tierra Del Valle Subdivision, Located at 4105 East Lopez Drive, as Requested by Enrique Jr. and Summer Alvarez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the west side of East Lopez Drive approximately 200 feet north of Rosendo Street. The property has 60 feet of frontage along East Lopez Drive and a depth of 162 feet for a total of 9,720 square feet. The property was annexed into the City of Edinburg City Limits on March 17, 2015. City of Edinburg Unified Development Code regulations calls for property annexed into the City Limits to be provided with the lowest zoning grade, which is Agriculture and Open Space (AO) District. The proposed zoning request is to allow for a single-family residential home. Future Land Use for this area is Suburban Uses.

The property is currently zoned Agriculture and Open Space (AO) District. The surrounding zoning is Agriculture and Open Space (AO) District in all directions. Adjacent land uses consist of single-family residential homes.

Staff mailed a notice of the public hearing to 42 neighboring property owners on Friday, September 29, 2023, and had received one comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

3. Staff's Recommendation:

Staff recommends approval of the Rezoning request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District as the surrounding land uses, and the intended use of the property zoning would need to take place.. 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.

Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

Reviewed by:

Prepared by:

Attachments:

- A. Agenda Packet Attachments
- B. Ordinance - Enrique and Summer Alvarez

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/10/2023
CITY COUNCIL – 11/21/2023
DATE PREPARED – 10/05/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

APPLICANT: Enrique Jr. and Summer Alvarez

AGENT: Not Applicable

LEGAL: Lot 2, Tierra Del Valle Subdivision

LOCATION: Located at 4105 East Lopez Drive

LOT/TRACT SIZE: 9,720 square feet

CURRENT USE: Vacant

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: North Alamo Water Supply Water and Sewer

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

**REZONING REQUEST
ENRIQUE JR. AND SUMMER ALVAREZ**

EVALUATION

The following is staff's evaluation of the request:

1. Adjacent land uses consist mostly of single family residential homes.
2. This property was annexed into the City Limits of Edinburg on March 17, 2015 .
3. Agriculture and Open Space (AO) District was given as per requirements of the Unified Development Code.

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

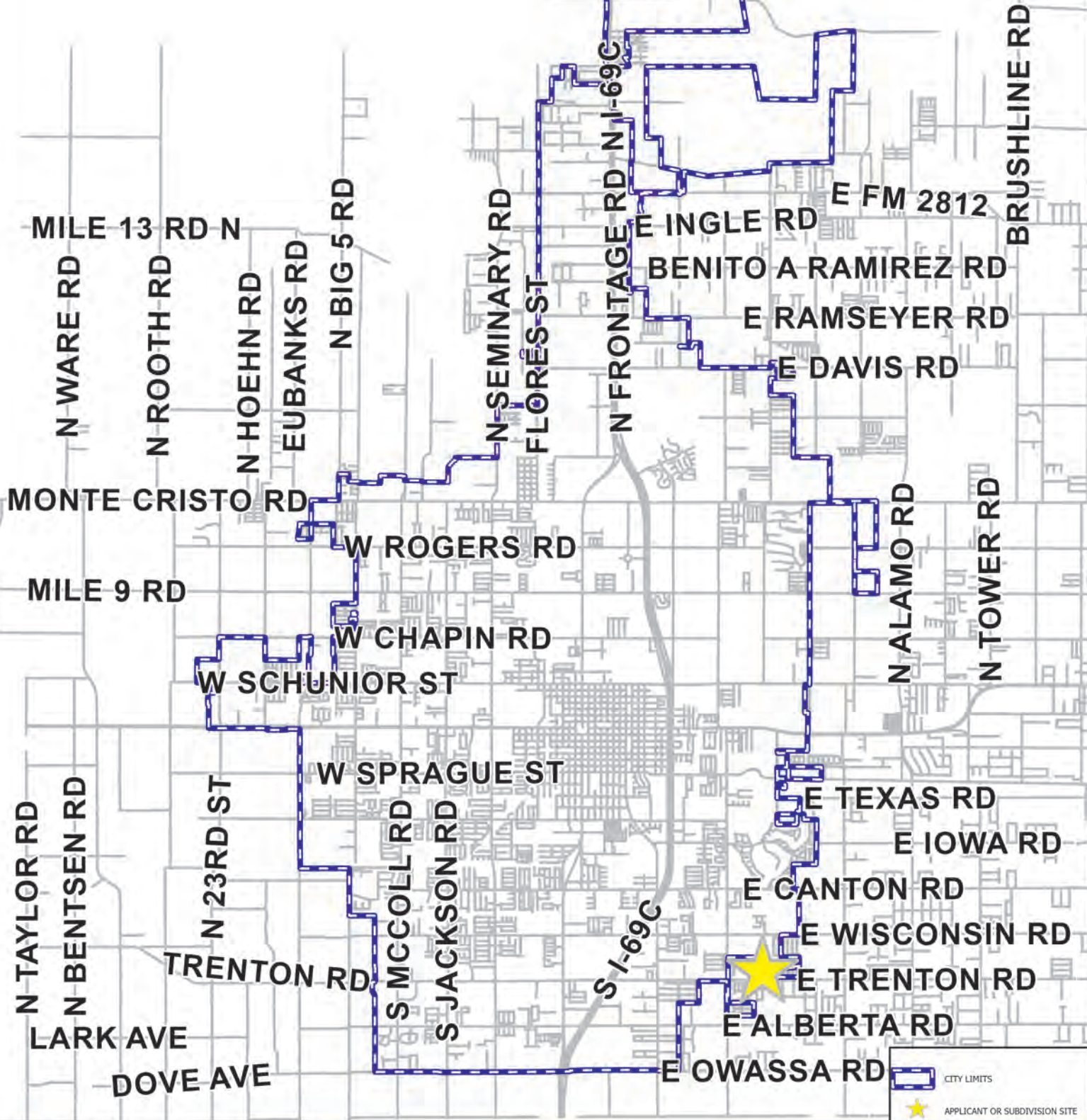
Staff mailed a notice of the public hearing to 42 neighboring property owners on Friday, September 29, 2023, and had received one comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 1, 2023.

ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List

FM 490

W FM 490

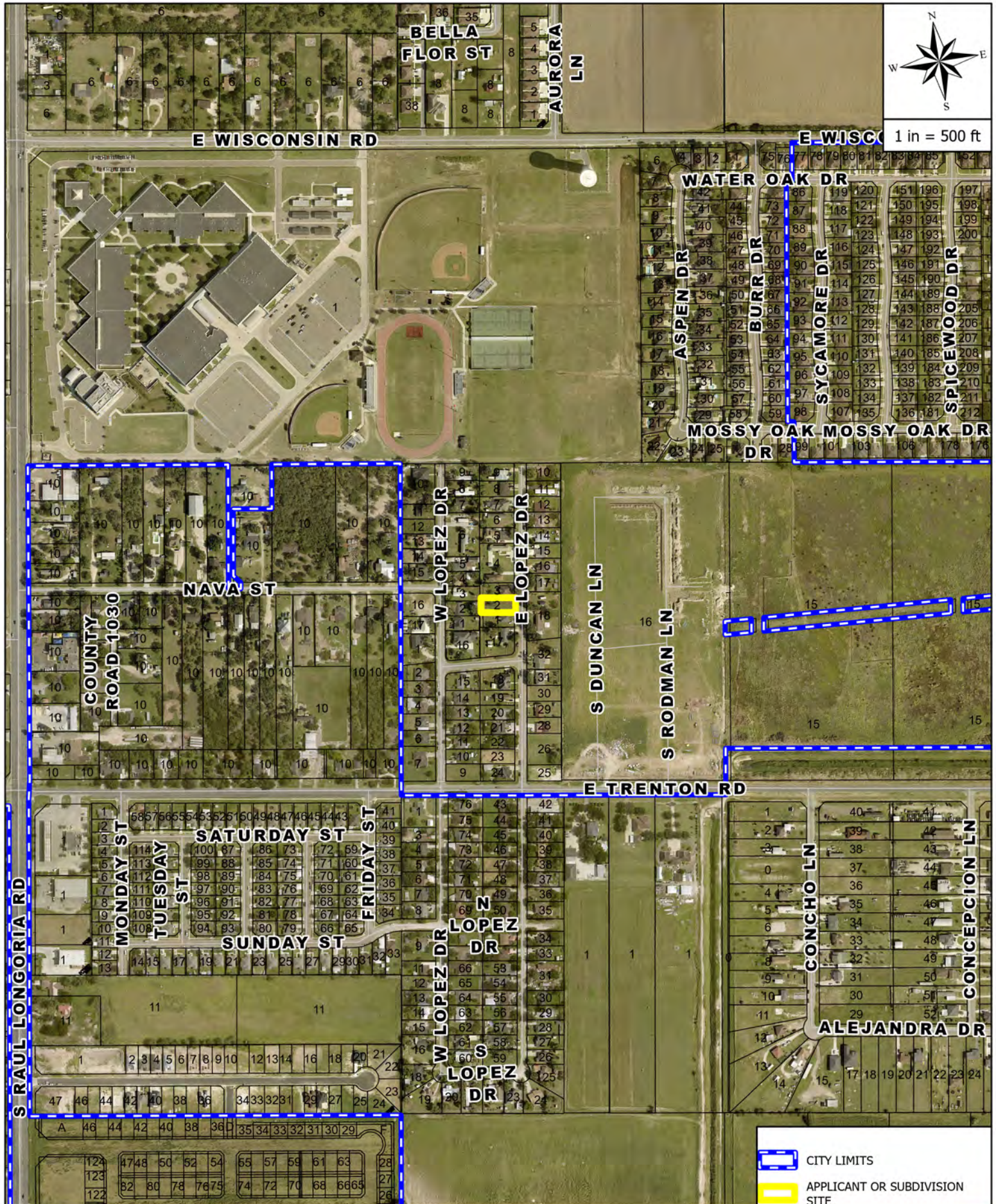
E FM 490



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

ENRIQUE AND SUMMER ALVAREZ - RZNE 2023 0158



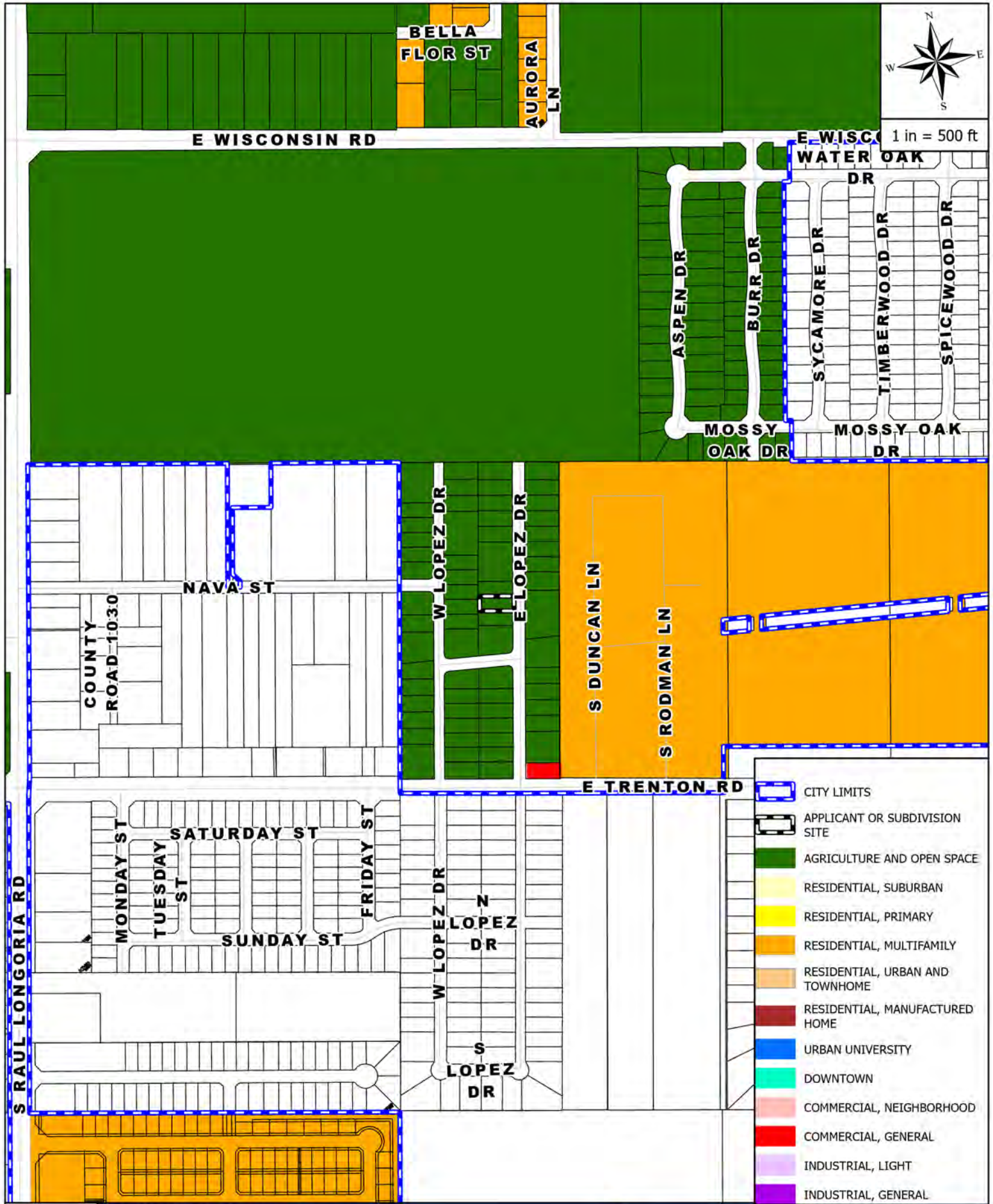
-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ENRIQUE AND SUMMER ALVAREZ - RZNE 2023 0158

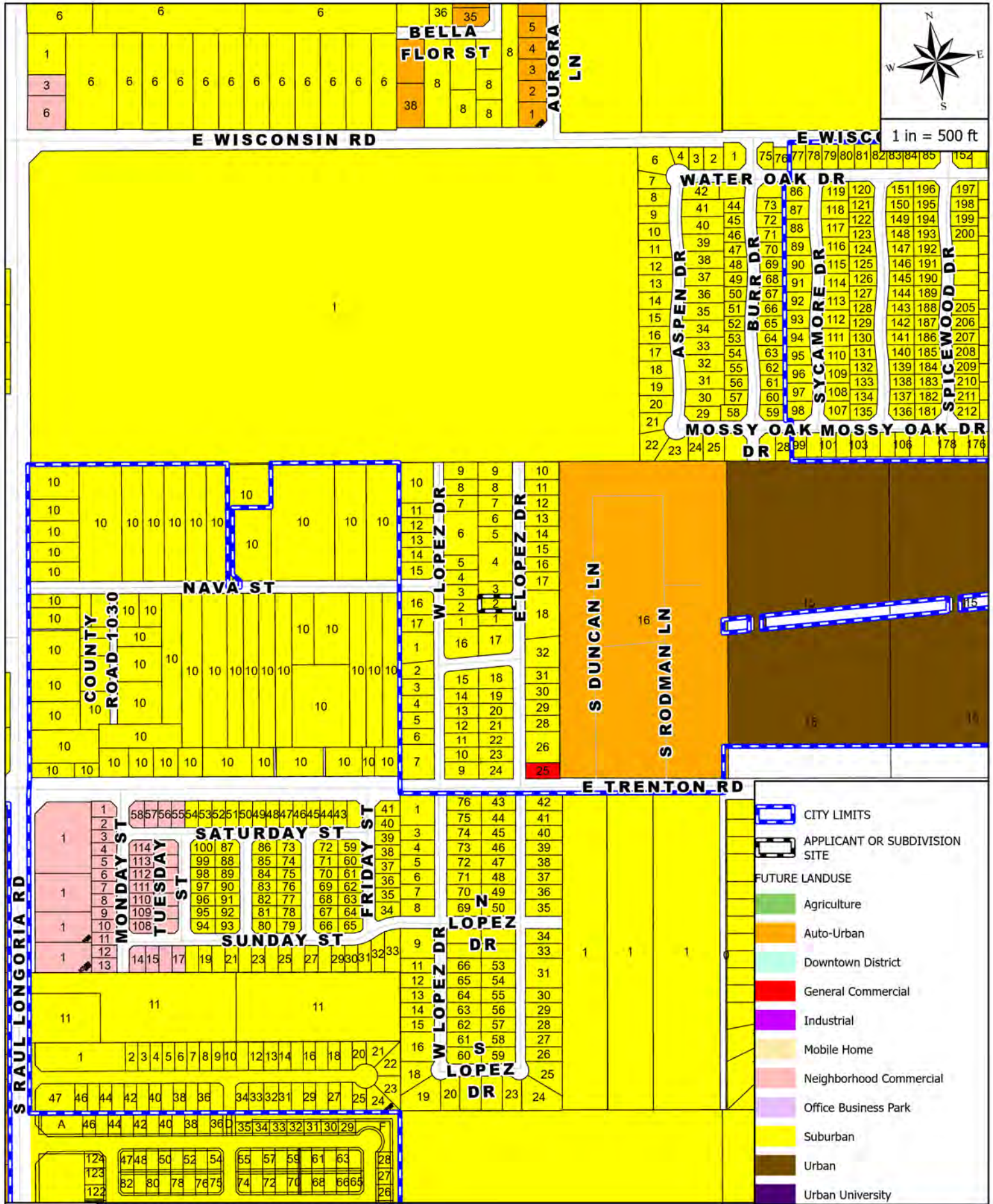


ZONING MAP

BA

APPLICANT AND/OR SUBDIVISION:

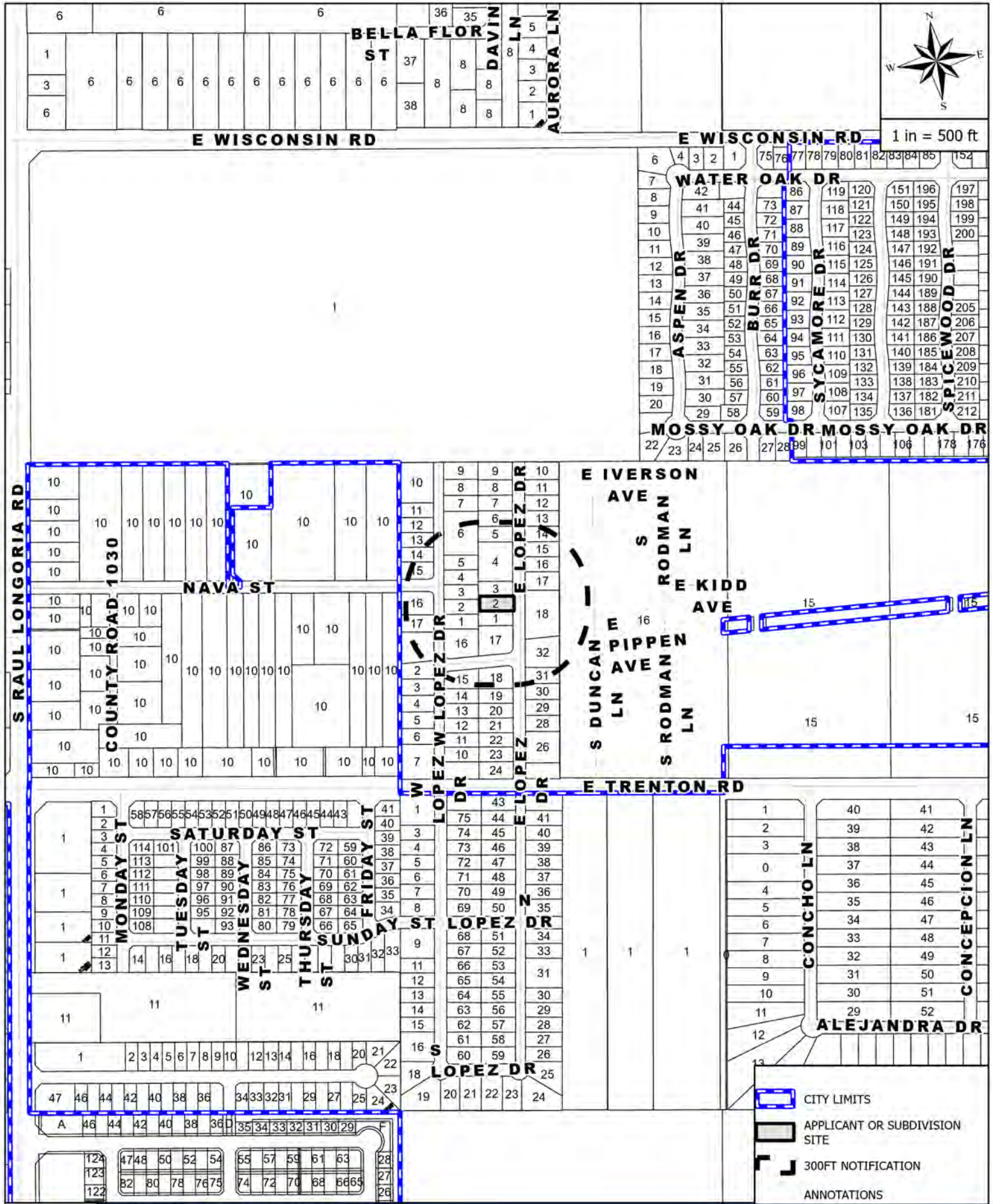
ENRIQUE AND SUMMER ALVAREZ - RZNE 2023 0158



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

ENRIQUE AND SUMMER ALVAREZ - RZNE 2023 0158



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
 ENRIQUE AND SUMMER ALVAREZ - RZNE 2023 0158



Rezoning Request Site Photo

Enrique and Summer Alvarez

4105 East Lopez Drive



All foundation to have finished floor elevation of 18" above top of curb or highest portion of ground whichever is greater or as per city or county codes,

PROPOSED SITEPLAN

SCALE 1/32" = 1'-0"

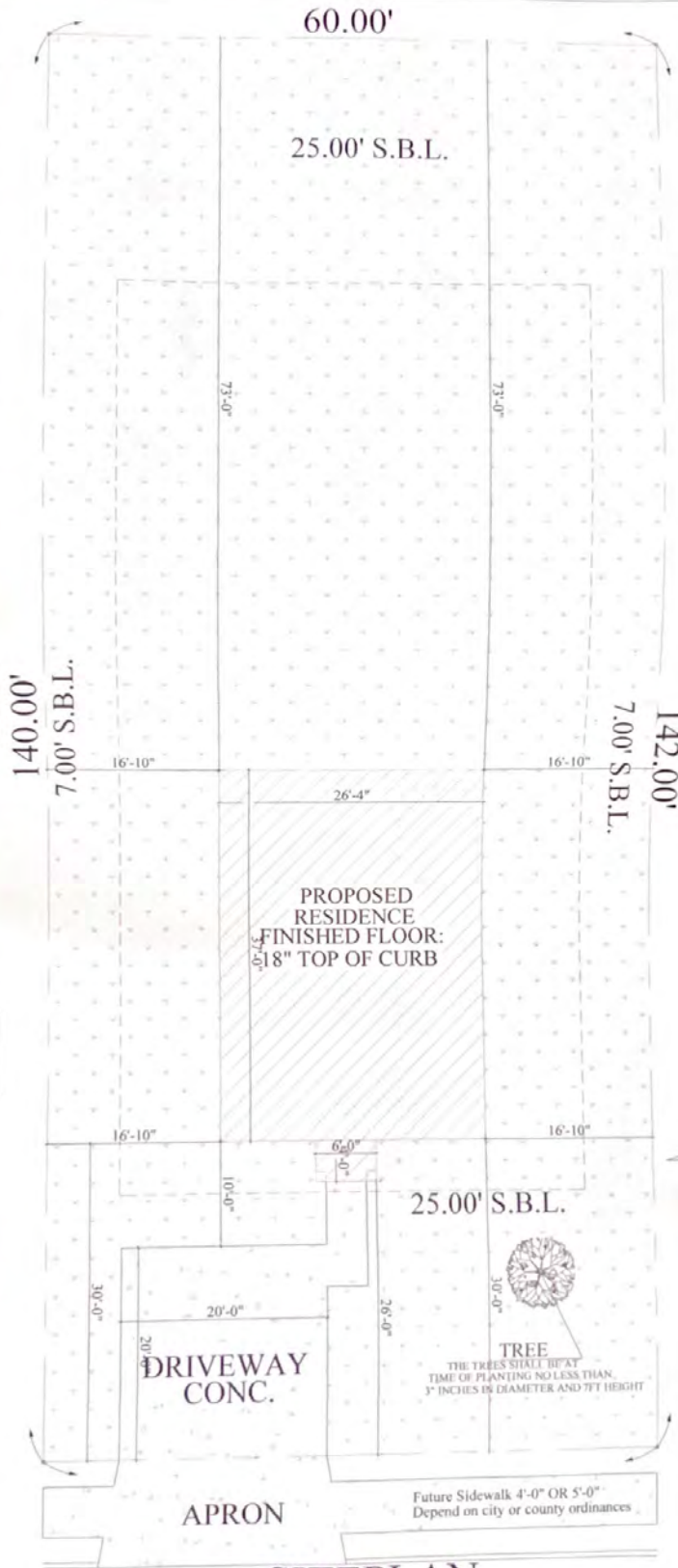
LOT 3 VALLE DEL TIERRA SUB.
4101 FLOPEZ DR.
EDINBURG, TX 78542



- GREEN AREA



- CONCRETE



SITEPLAN

DIFFERENT PERSPECTIVE
DESIGNS

CELL (956)624-2333

DESIGN BY HOMERO OROZCO

Homero Orozco

PROJECT NO.
LOT 3 VALLE DEL TIERRA SUB.
EDINBURG, TX 78542

PAGE NO.
2/12

AREAS:

DIFFERENT PERSPECTIVE
DESIGNS
CELL: (956)624-2333

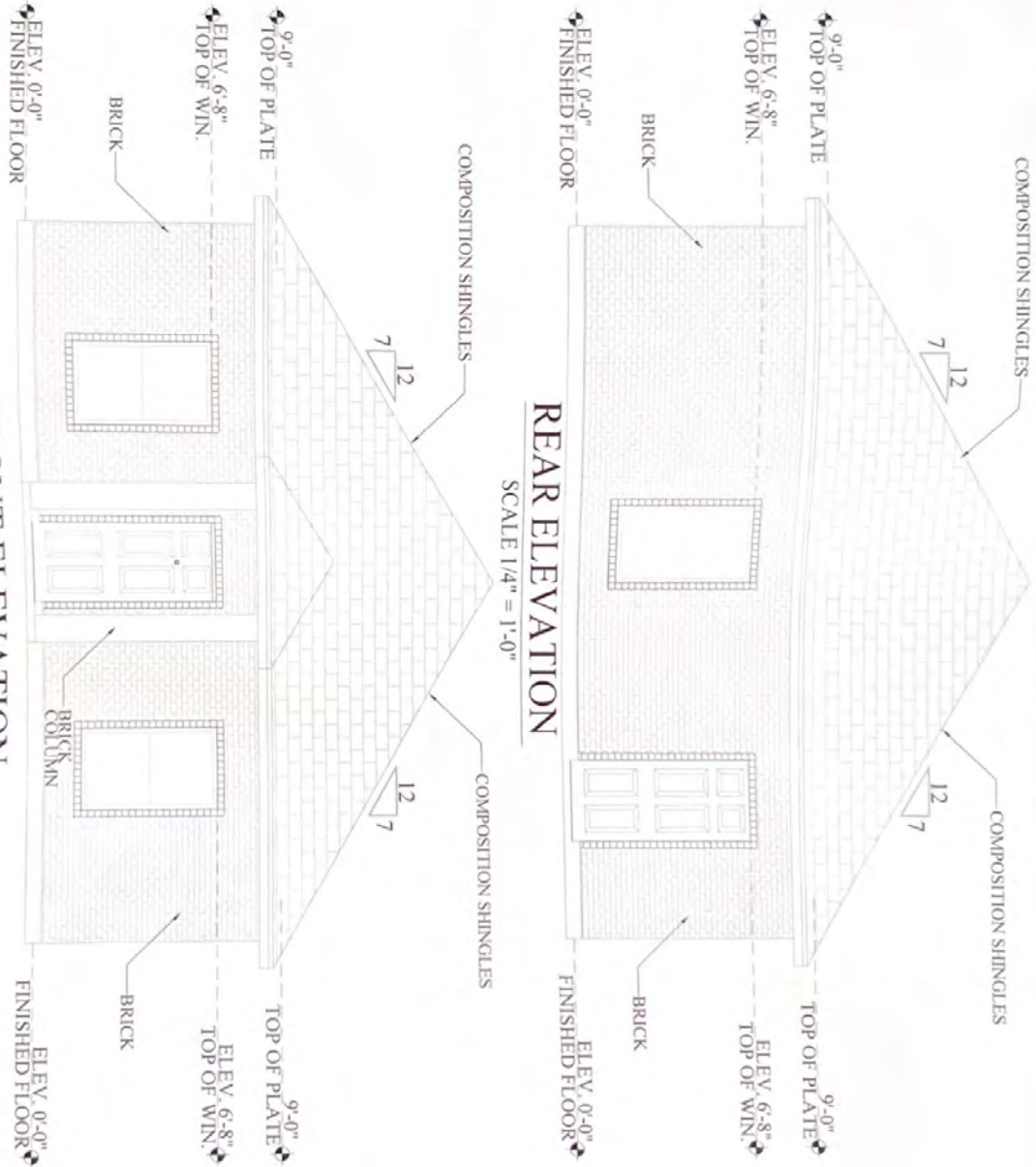
PAGE NO
5/12
PROJECT FOR
LOT 1 TIERA DR, VALL
4101 E COME LANE
EDINBURG, TX 78902

IF MY SIGNATURE DOES NOT APPEAR IN "SEE THE LOG OF SIGNATURES" SECTION
THIS PERSON MAY NOT BE AN AUTHORIZED OR FULL EMPLOYMENT AND
TO REPORT COMPANY'S VIOLATIONS CALL (800) 899-3377

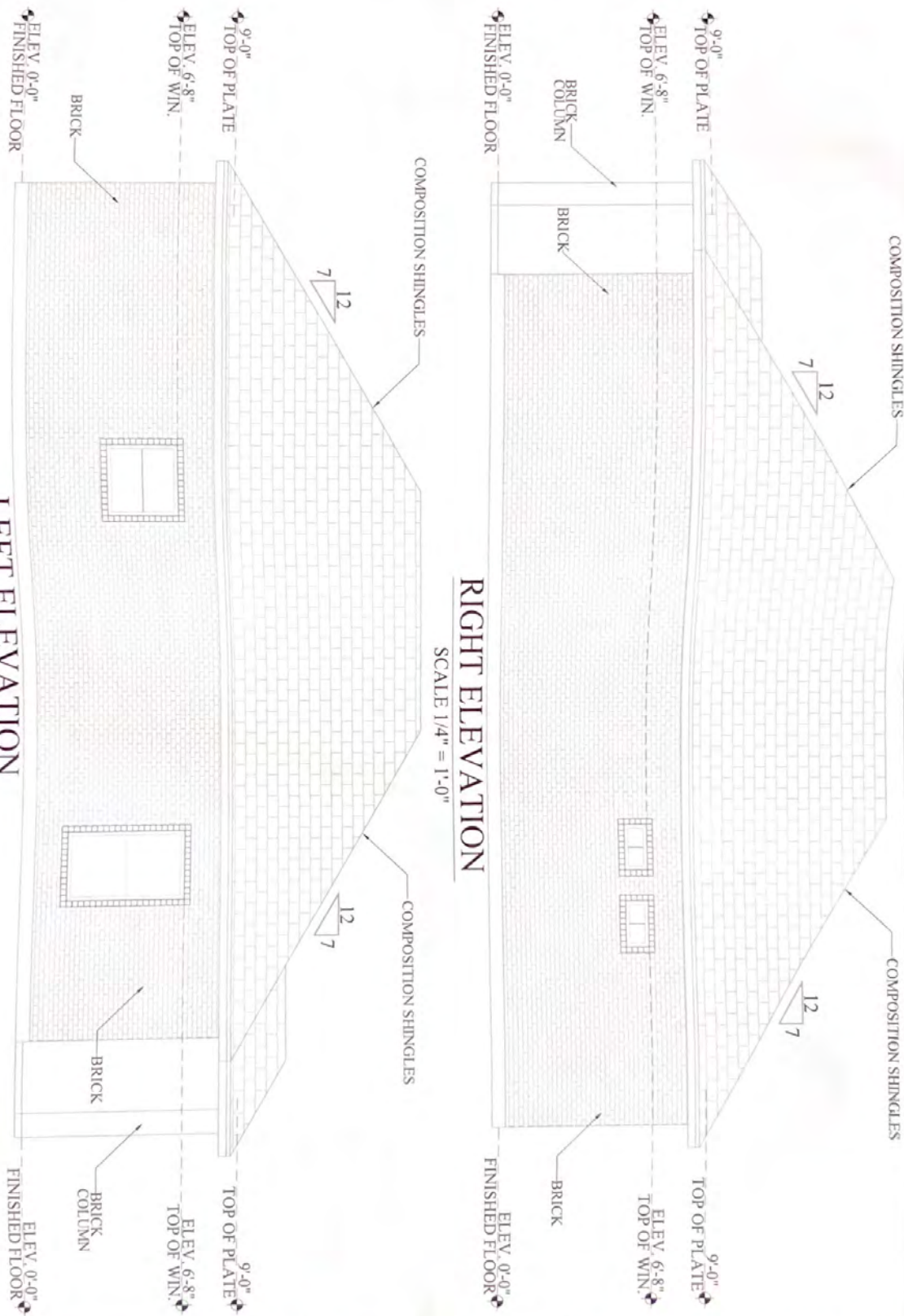
SHOWN BELOW "SEE SIGNATURE"

James O'Connell

[illegible]



DIFFERENT PERSPECTIVE DESIGNS CELL: (956)624-2333 DESIGN BY: HOMERO OROZCO		7/12 10/12 11/12 12/12	13/12 14/12 15/12 16/12 17/12 18/12 19/12 20/12 21/12 22/12 23/12 24/12 25/12 26/12 27/12 28/12 29/12 30/12 31/12 32/12 33/12 34/12 35/12 36/12 37/12 38/12 39/12 40/12 41/12 42/12 43/12 44/12 45/12 46/12 47/12 48/12 49/12 50/12 51/12 52/12 53/12 54/12 55/12 56/12 57/12 58/12 59/12 60/12 61/12 62/12 63/12 64/12 65/12 66/12 67/12 68/12 69/12 70/12 71/12 72/12 73/12 74/12 75/12 76/12 77/12 78/12 79/12 80/12 81/12 82/12 83/12 84/12 85/12 86/12 87/12 88/12 89/12 90/12 91/12 92/12 93/12 94/12 95/12 96/12 97/12 98/12 99/12 100/12
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PROJECT FOR LOT 1, TRIMBLE, MALL BIRMINGHAM, AL 35202	PLANNED NO. 8/12	DIFFERENT PERSPECTIVE DESIGNS CELL (956)624-2333	I, THE UNDERSIGNED, ARCHITECT, DO HEREBY CERTIFY THAT THE ABOVE SHOWN DRAWING IS MY ORIGINAL WORK, AND THAT I AM THE SOLE AUTHOR OF THE SAME, AND THAT I AM NOT PROVIDING ANY OTHER INFORMATION TO ANY OTHER PERSON OR ENTITY, AND THAT I AM NOT PROVIDING ANY OTHER INFORMATION TO ANY OTHER PERSON OR ENTITY, AND THAT I AM NOT PROVIDING ANY OTHER INFORMATION TO ANY OTHER PERSON OR ENTITY.
	SHOWN BELOW "RED" SIGNATURE 		
	DESIGN BY HOMERO OROZCO		

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

ORIGINAL



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2023-0158

Date: **9/11/2023**

1. Property Owner (required): **Enrique Alvarez Jr | Summer Alvarez** 2. Phone: **9563368740**
3. Mailing Address: **1109 sol cir**
4. City: **san juan** State: **texas** Zip: **78589**
5. Owner's Email: **ea.30@outlook.com** 6. Cell No. **2105694967**
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: **4105 E LOPEZ DR**
13. Legal Description of Property: **TIERRA DEL VALLE LOT 2** 14. Property ID(s): **303317**
15. Zone Change: From: **AO - Agriculture/Open Space** To: **RP - Residential, Primary**
16. Existing Land Use: **empty lot**
17. Reason for Zone Change: **build a single family home**

Enrique Alvarez I Summer Alvarez

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____



***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 303339

CANALES MELISSA
306 S LIBERTY LOOP
SAN JUAN, TX 78589-3939

PID: 303338

MARTINEZ JOSE & NANCY
4004 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303337

GONZALEZ MARTIN & OFELIA R
4008 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303336

GONZALEZ ROSA
4012 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303335

BOCANEGRA SILVIA
637 N VERMONT
MERCEDES, TX 78570-2229

PID: 303334

RODRIGUEZ AMADO & DORIS P
4020 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303350

SALINAS NEREYDA
4021 W LOPEZ DR
EDINBURG, TX 78542-5788

PID: 303347

GARZA MARIA DEL JESUS
4005 W LOPEZ DR
EDINBURG, TX 78542-5788

PID: 303333

RUIZ ROBERTO JR & SILVIA GEMA
513 E LOEB
EDINBURG, TX 78541

PID: 303332

CORTEZ DEANNETTE LEE
4211 MICHAEL BLVD
EDINBURG, TX 78539-7725

PID: 303346

LOPEZ RUPERTO
PO BOX 669
LA BLANCA, TX 78558-0669

PID: 303321

CASTRO CRYSTAL LEE
PO BOX 1962
EDINBURG, TX 78540-1962

PID: 303320

CASTRO JESUS & IRENE H
PO BOX 1962
EDINBURG, TX 78540-1962

PID: 303319

SOLIS MARIA GUADALUPE
4009 E LOPEZ DR APT A
EDINBURG, TX 78542

PID: 303318

**ALVAREZ ENRIQUE JR &
SUMMER REY NAVARRETTE**
1109 SOL CIR
SAN JUAN, TX 78589

PID: 303317

**ALVAREZ ENRIQUE JR &
SUMMER REY NAVARRETTE**
1109 SOL CIR
SAN JUAN, TX 78589

PID: 303316

MAYORGA JUAN GABRIEL
1328 CELINDA AVE
ALAMO, TX 78516-7278

PID: 303349

**ESCAMILLA MARCO ANTONIO
& EMILIO CASMIR**
PO BOX 1117
SAN JUAN, TX 78589-1117

PID: 303348

RAMIREZ EUTQUIO & BERTHA
608 ROSE ST
SAN JUAN, TX 78589-4049

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 303331
CHAPA ROMEO & MAGAMY GARZA
4004 E LOPEZ DR
EDINBURG, TX 78542-7138

PID: 303330
RAMIREZ SALLY MARIE
4010 E LOPEZ
EDINBURG, TX 78539

PID: 303329
LOPEZ ANGELICA
4006 E LOPEZ DR
EDINBURG, TX 78542-7138

PID: 303328
CASTILLO JESSICA
3920 E LOPEZ DR
EDINBURG, TX 78542-6409

PID: 1460489
RRR&S ENTERPRISES
1901 EL MILENO DR
PALMHURST, TX 78573

PID: 1460490
RAMIREZ ARMANDO ISAAC
4624 N EBONY ST APT 1
PHARR, TX 78577

PID: 1460491
**BARRERA FEDERICO JR
& KEYLA V MARROQUIN**
4033 S DUNCAN LN
EDINBURG, TX 78542

PID: 1460492
DEL TORO LLC
7708 N 4TH ST
MCALLEN, TX 78504-1853

PID: 1460493
SALINAS JUAN F CANDELARIA
3519 OREGON DR
EDINBURG, TX 78542

PID: 116482
RENTERIA JUAN
PO BOX 1310
SAN JUAN, TX 78589-1310

PID: 116481
MARTINEZ ROSALINDA
4108 W LOPEZ DR
EDINBURG, TX 78542-5604

PID: 116466
SALINAS ALVARO
4109 W LOPEZ DR
EDINBURG, TX 78542-6598

PID: 116497
ORTIZ JAIME JAVIER
4110 E LOPEZ DR
EDINBURG, TX 78542-9173

PID: 618399
ORTIZ MINERVA
4114 E LOPEZ DR
EDINBURG, TX 78542-9173

PID: 116495
RAY NORA ORTIZ
4114 E LOPEZ DR
EDINBURG, TX 78542-9173

PID: 116483
VASQUEZ BENITO JR
4113 E LOPEZ DR
EDINBURG, TX 78542-9173

PID: 116480
GONZALEZ EDUARDO
4108 W LOPEZ DR
EDINBURG, TX 78542-5604

PID: 116467
UCLES BRIANA BO
4113 W LOPEZ DR
EDINBURG, TX 78542-6598

PID: 1460494
RRR&S ENTERPRISES
1901 EL MILENO DR
PALMHURST, TX 78573

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 1460497
LLAGОВI CORP
4012 ULEX AVE
MCALLEN, TX 78504

PID: 1460498
LLAGОВI CORP
4012 ULEX AVE
MCALLEN, TX 78504

PID: 1460495
RODRIGUEZ ROEL A JR
3229 PAGE AVE
EDINBURG, TX 78539-1005

PID: 1460496
CEPEDA INGRID
5111 N 10TH ST PMB 336
MCALLEN, TX 78504



NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, October 10, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, LOT 2, TIERRA DEL VALLE SUBDIVISION, LOCATED AT 4105 EAST LOPEZ DRIVE, AS REQUESTED BY ENRIQUE JR. AND SUMMER ALVAREZ

The Zoning District requested is the primary single-family residential district, intended to create residential neighborhoods.

This request is scheduled to be heard by the **City Council on Tuesday, November 21, 2023 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 Monday, October 9, 2023
EMAIL: planning@cityofedinburg.com by Monday, October 9, 2023

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: Enrique Alvarez Jr. Phone No. (956) 336-8740
Address: 1109 sol cir City: San Juan State: TX Zip: 78589

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



University Dr. (S.H.107)

8th Ave.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 2, TIERRA DEL VALLE SUBDIVISION, LOCATED AT 4105 EAST LOPEZ DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, 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 the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 2, Tierra Del Valle Subdivision, Located at 4105 East Lopez Drive, Edinburg, Hidalgo County, Texas, 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 October 10, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 of 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 November 21, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., 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 to 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 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 be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

PUBLIC HEARING

Agenda Item No: 7.A.

Renaming Private Road

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Renaming of Brandi Lane, a Private Road in Stonebrook Estates Subdivision to Terrica Lane, as Requested by Erica Canales. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

Approval of this Ordinance allows for the City to rename Brandi Lane, a private road in Stonebrook Estates Subdivision to Terrica Lane. The request for the proposed change is on behalf of Mrs. Erica Canales. Staff has contacted the local post office, the LRGVDC 911 Program, and has coordinated with the various city departments.

It is noted, since this is in a private subdivision, the developer will need to install new street signs. City of Edinburg staff will coordinate and notify utility companies of the new name change.

3. Staff's Recommendation:

Staff recommends approval of the Ordinance providing for the renaming of Brandi Lane, a private road in Stonebrook Estates Subdivision, to Terrica Lane.

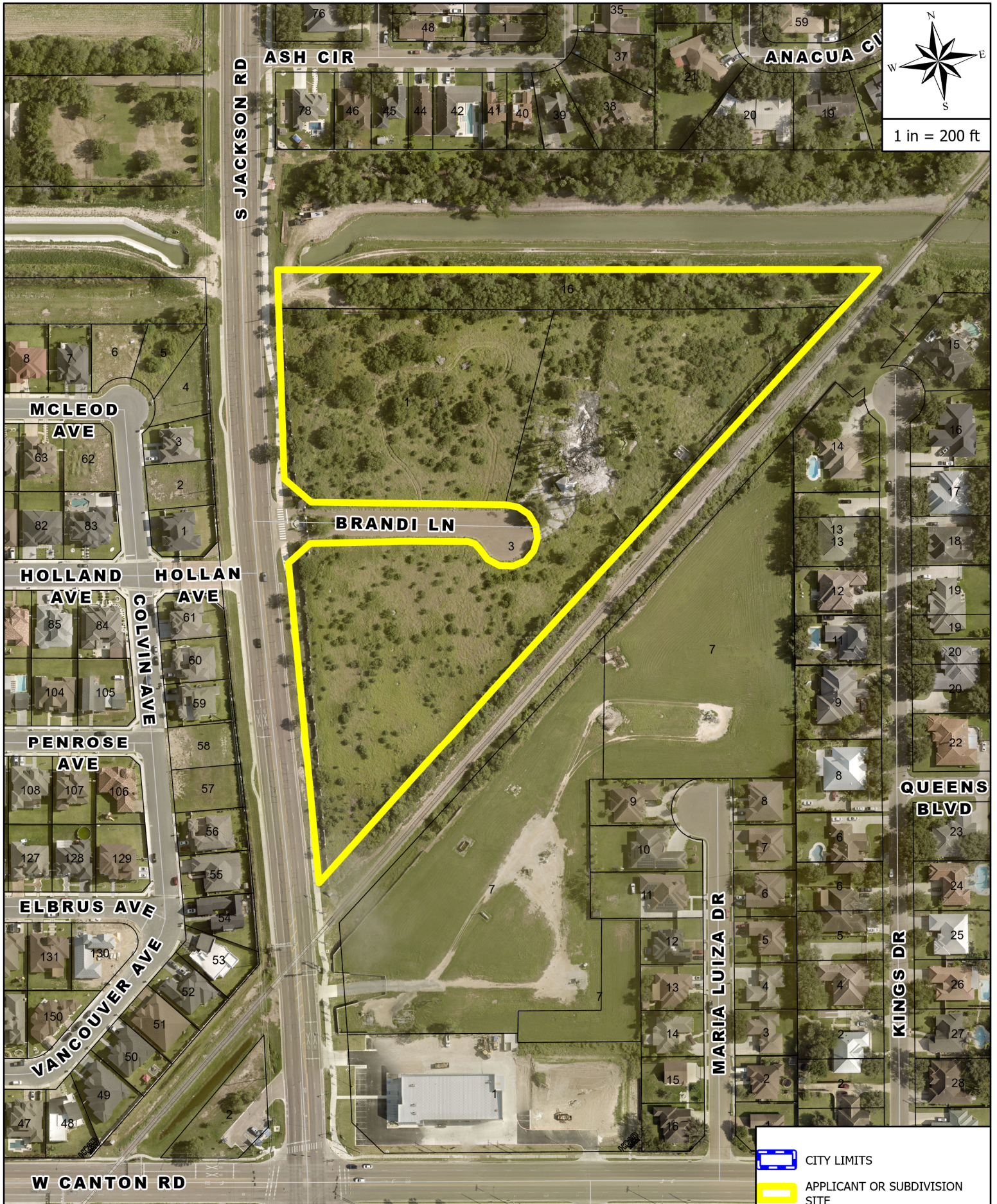
Reviewed by:

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Agenda Packet Attachments
- B. Ordinance Renaming Brandi Lane to Terrica Lane



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

BRANDI LN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EDINBURG PROVIDING FOR THE RENAMING OF BRANDI LANE, A ROADWAY IN STONEBROOK ESTATES SUBDIVISION, TO TERRICA LANE; AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NEEDED TO ACCOMPLISH SAID RENAMING OF A THE ROADWAY; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg, in accordance with its powers and the authority granted to it by state law and City Charter, seeks to rename a public roadway within its territorial city limits as indicated herein; and

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its' territorial county limits is subject to municipal ordinance; and

WHEREAS, Article 5, Section 5.204 of the Edinburg Unified Development Code provides for street naming standards within its jurisdiction.

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

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

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

SECTION III. As indicated herein and in Exhibit A, as of the effective date of this Ordinance, Brandi Lane, a roadway in Stonebrook Estates Subdivision shall now be known, named, and referred to as: Terrica Lane.

SECTION V. REPEALER. 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 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 VI. 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 shall remain in full force and effect.

SECTION VII. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately after its passage and publication according to law.

SECTION VIII. 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 IX. 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 special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

Attachments: Exhibit A



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

VARIANCES

Agenda Item No: 8.A.

Variance Request to the City's Unified Development Code: 1) Section 5.203-1 at 4217 Benito A. Ramirez Road

1. **Agenda Item:**

Consider Variance Requests to the City's Unified Development Code: 1) Section 5.203-1 Right-of-Way & Paving Width and 2) Section 5.209 Sidewalks, for RG Estates Phase IV Subdivision, Being a 6.00 Acre Tract out of Lot 10, Block 23, Santa Cruz Gardens No. 2, Located at 4217 Benito A. Ramirez Road, as Requested by Quintanilla Headley & Associates Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property is located at the northwest corner of Benito A. Ramirez Road and North Cesar Chavez Road and is within the City of Edinburg's Extra Territorial Jurisdiction. The 6.00 acre tract is currently vacant. The proposed subdivision is for a single-family residential development consisting of three (3) lots averaging approximately 62,338.5 sq. ft. (1.43 acres) each. Quintanilla Headley & Associates Inc, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request #1: Section 5.203-1 Right-of-Way & Paving Width

This Variance Request is to dedicate the required right-of-way along Benito A. Ramirez, but not to widen or escrow for widening. UDC Section 5.203-1 requires dedication of Right of Way to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) classification standard ROW that classifies Benito A. Ramirez Road as a Collector right-of-way. The developer is proposing to dedicate their half of the right-of-way to meet the overall required 80 ft. The estimated cost of construction is \$26,657.00.

Variance Request #2: Section 5.209 Sidewalk

This Variance Request is to dedicate the required right-of-way, but not install sidewalks or escrow along the perimeter along Benito A. Ramirez. Section 5.209 in conjunction with the engineering standards manual requires that five (5) foot sidewalks be installed before recordation of said subdivision along and public or private rights-of-way. The nearest city limit to The City of Edinburg is approximately 2.5 miles, with the nearest school being approximately 2.9 miles by road or 1.3 miles straight-line distance. The estimated cost of construction is \$7,500.

The combined estimated cost of construction is \$34,157.00

3. **Staff's Recommendation:**

Staff recommends denial of both variances. The proposed subdivision has 300 ft of frontage and the widening in that area will eventually need to happen. Regarding the sidewalks they provide a safer means for pedestrian travel.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve both variance requests with the condition, they dedicate the amount of right of way required for Variance #1.

Reviewed by:

Prepared by:
Jaime Acevedo, Director of
Planning and Zoning

Attachments:

A. Agenda Packet Attachments

Sec. 5.203, Streets Cross Sections

- A. Right-of-Way and Pavement Widths.** Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.
- B. Adjustments.** The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.
- C. Half Streets Prohibited.** No half-streets shall be permitted in new subdivision plats.

Table 5.203-1
Right-of-Way Widths¹

Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required ² (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector ³	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--

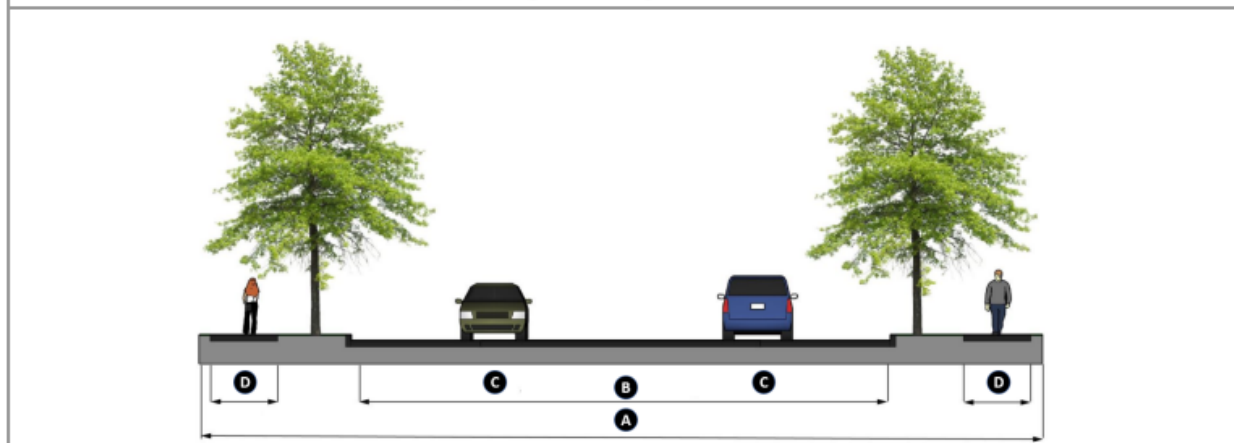
TABLE NOTES:

¹Refer to the City Standards Manual [Street Details](#) for more information.

²From back-of-curb to back-of-curb.

³Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.

Figure 5.203-1
Sample Right-of-Way Cross-Section



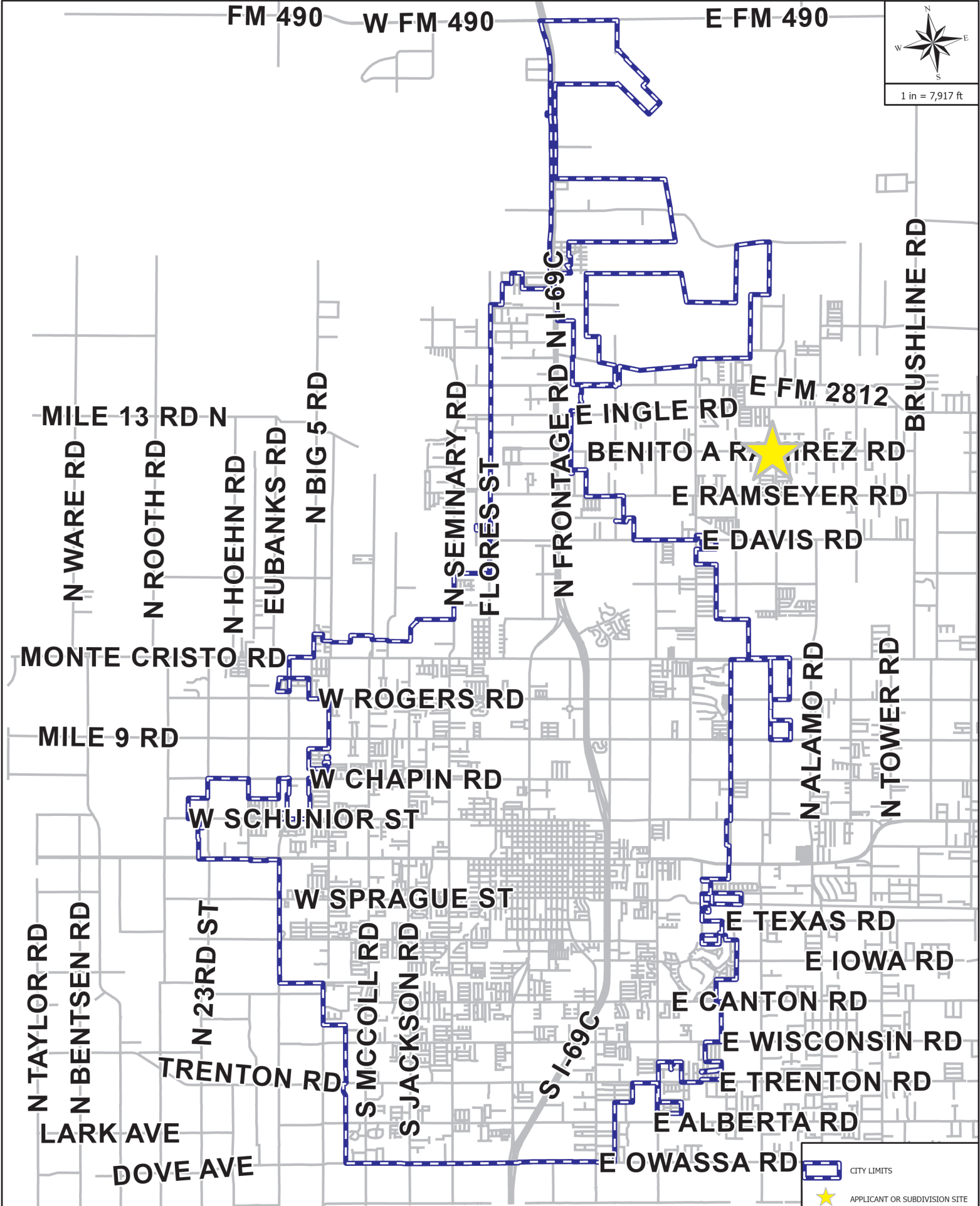
Sec. 5.209, Sidewalks

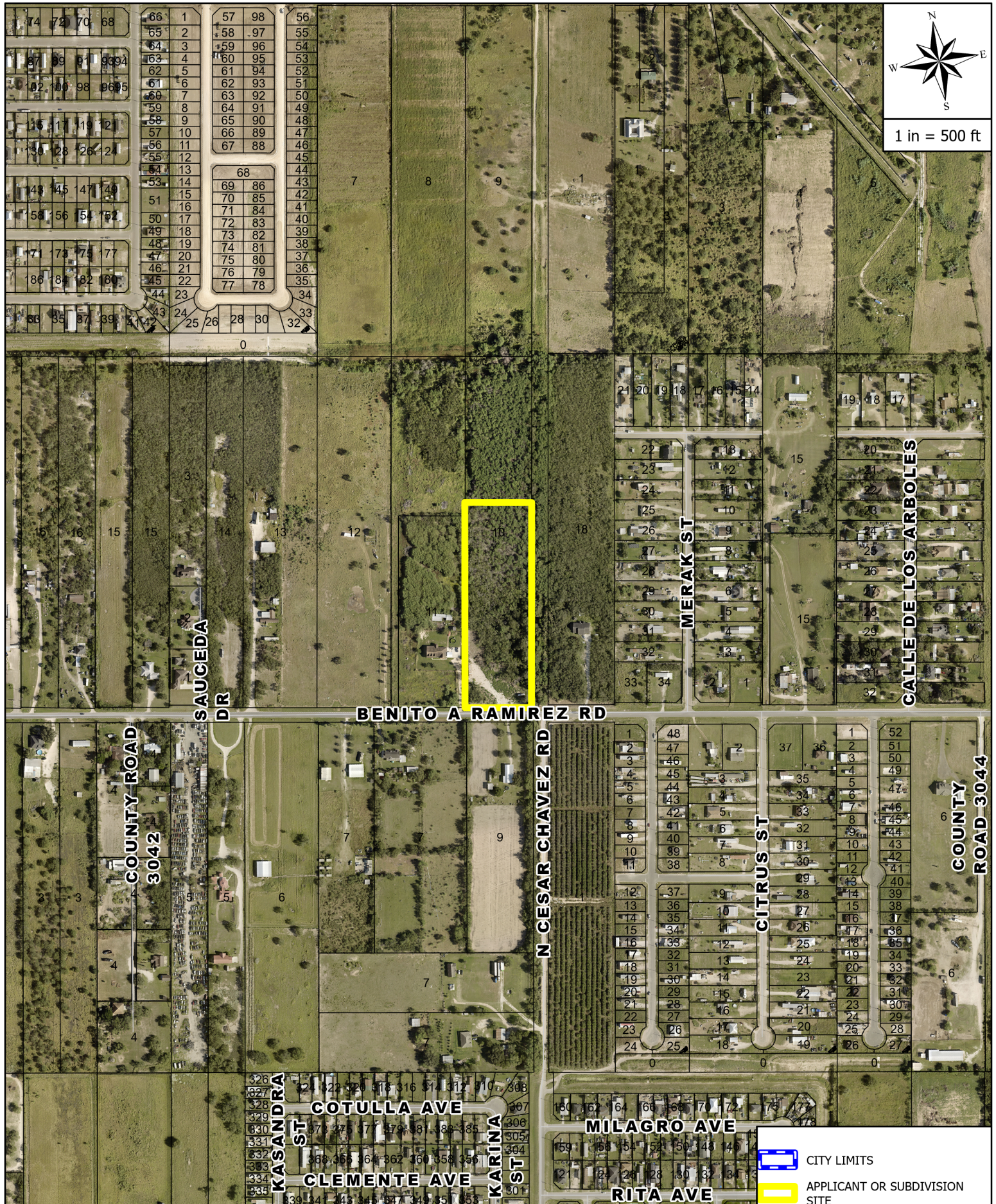
- A. **Sidewalk Plan Required.** A sidewalk plan shall be submitted with the subdivision's construction plans and with the Building Permit application for unplatted property.
- B. **Location of Sidewalks.**
 1. Sidewalks shall be provided in the area between the parkway and the edge of the right-of-way, as shown in the City's [Engineering Standards Manual](#), latest edition, and as depicted generally in Figure 5.209-1, *Sample Right-of-Way Cross-Section*.
 2. The outer boundaries of sidewalks shall be located in the platted street right-of-way, generally one foot from the property line. This one-foot width shall be subtracted from the required parkway width. Sidewalks may meander into the parkway to protect the root system of a mature tree, provided that no sidewalk be located closer than three feet to the back of curb or edge of pavement if no curb is present. This arrangement shall not reduce the right-of-way width requirement.
 3. Walks shall also be installed in any pedestrian easements as may be required by the Planning Department.
- C. **Modification of Sidewalk Requirements.** Sidewalk requirements may be altered or waived if a sidewalk plan that provides equal or greater pedestrian circulation is submitted to and approved by the Planning and Zoning Commission at the time of platting. These trade-offs may be permitted:
 1. In the AO or RS districts to allow off-street trails in lieu of sidewalks, thereby meeting the needs of walkers and cyclists; or
 2. In order to implement the City's [Parks and Recreation Master Plan](#), as set out in subsection F, *Trails and Bikeways*, below.
- D. **Completion of Sidewalk Networks.**
 1. In general, perimeter sidewalks should be constructed concurrent with street construction, with special provisions to protect their condition and integrity during the process of building construction. However, this requirement may be waived at the discretion of the Planning and Zoning Commission if reasonable assurances are provided that:
 - a. Sidewalk segments across individual lots will be constructed after buildings are constructed on the individual lots, but before they are occupied; and
 - b. The timing and phasing of development will result in the completion of the sidewalks on each street segment within two years of the date that building construction on the street segment is commenced.
 2. Sidewalks should be installed along street corridors on a priority basis, as may be articulated in the City's adopted Capital Improvements Projects list, in areas where they are not currently available.
 3. Interior sidewalks shall be installed by the property owner upon approval of a Building Permit for the principal structure.
- E. **Maintenance of Sidewalks Outside of the City.** Developers of property in the ETJ shall provide for the continuing maintenance of sidewalks by property owners, homeowners association, or other appropriate means. Sidewalks inside the City shall be maintained by the City in the public right-of-way and/or by adjoining property owners if in an easement.

FM 490

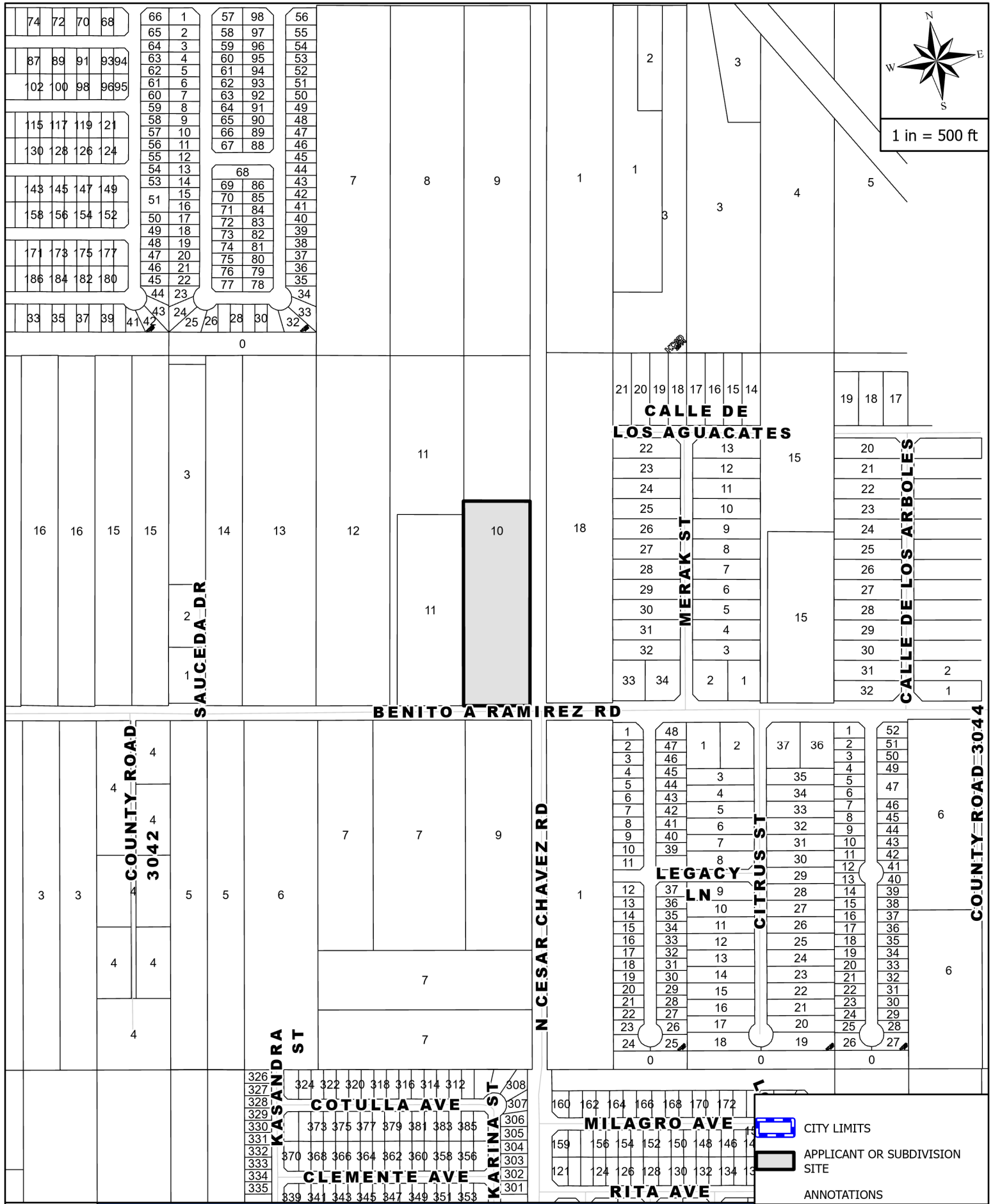
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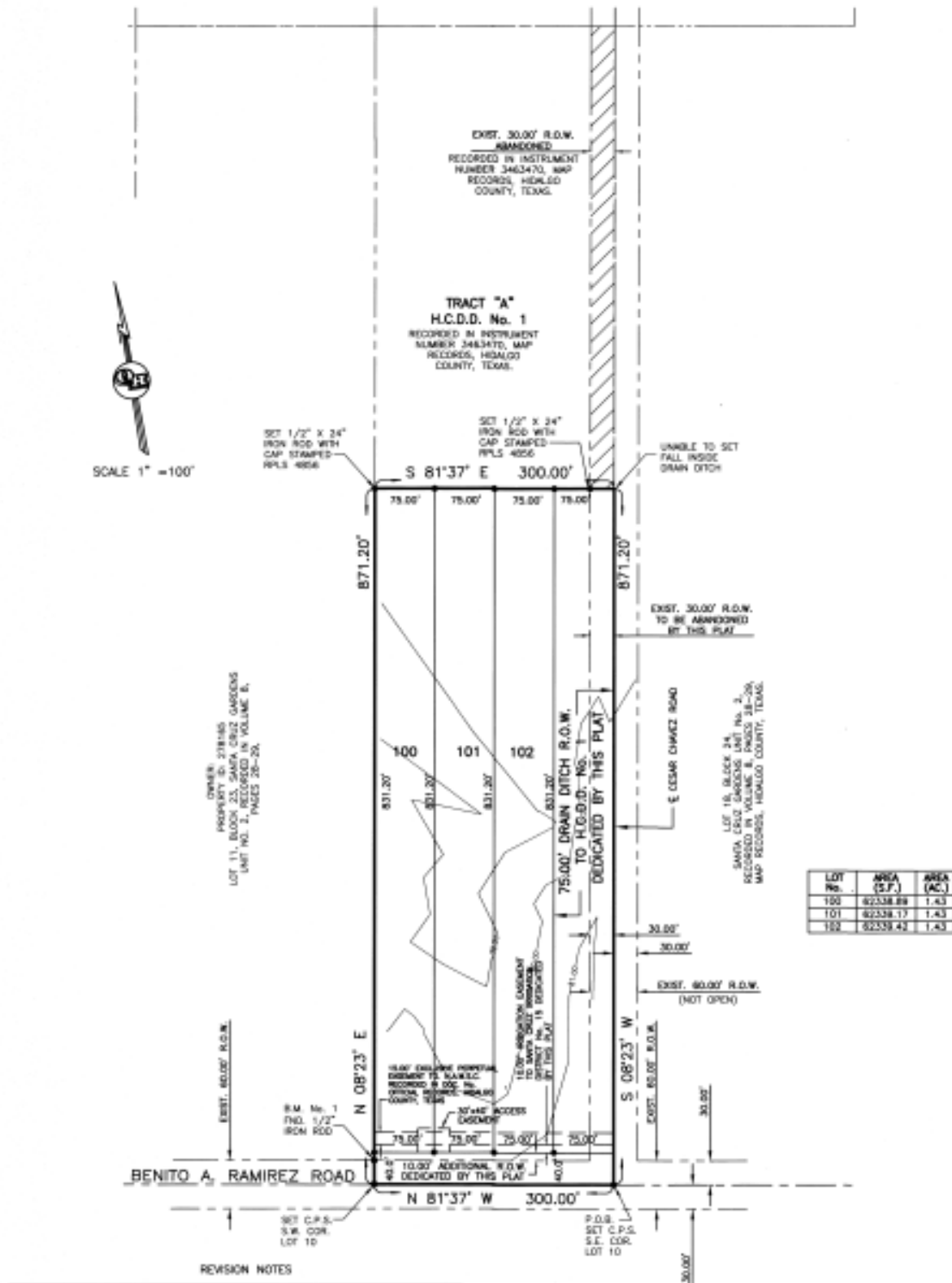
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 RG ESTATES PH IV



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RG ESTATES PH IV



RG ESTATES PHASE IV



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.

EDINBURG, TEXAS 78039

ENGINEERING REGISTRATION NUMBER 7-1813

SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480

FAX 956-381-0527

ALFONSO@QHA-ENG.COM

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Subdivision Variance Application

ENERGOV CASE # VAR-2023-0193

RG Estates IV

Submittal Date: _____

Legal Description:

HCAD Property ID #: 278161

A 6.00 acre tract of land being a part or portion of Lot 10, Block 23, Santa Cruz Gardens No. 2, Hidalgo County, Texas

Variance Requested (Identify section of Unified Development Code):

Section 7.502 C.1 Benito A. Ramirez Rd Widening

Reason for Request (hardship/extraordinary and exceptional conditions):

Property is located in a rural area, no existing widening in the area and no schools nearby

RG Estates, LLC

Property Owner (Print legibly or type)

5711 N. 10th St

Address

McAllen, TX 78504

City, State, Zip

(956) 682-4128

Telephone

butch11111@aol.com

Email address

[Signature]
Signature

Quintanilla, Headley & Associates, Inc.

Applicant / Agent (Print legibly or type)

124 E. Stubbs

Address

Edinburg, TX 78539

City, State, Zip

(956) 381-6480

Telephone

alfonsoq@qha-eng.com

Email address

[Signature]
Signature

Receipt #

(\$450 Application Fee): R02187924

Received By: [Signature]



Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Subdivision Variance Application

ENERGOV CASE #

VAR-2023-0193

RG Estates IV

Submittal Date: _____

Legal Description:

HCAD Property ID #: 278161

A 6.00 acre tract of land being a part or portion of Lot 10, Block 23, Santa Cruz Gardens No. 2, Hidalgo County, Texas

Variance Requested (Identify section of Unified Development Code):

Section 8.213 Sidewalk along Benito A. Ramirez Rd

Reason for Request (hardship/extraordinary and exceptional conditions):

Property is located in a rural area, no existing widening in the area and no schools nearby

RG Estates, LLC

Property Owner (Print legibly or type)

5711 N. 10th St

Address

McAllen, TX 78504

City, State, Zip

(956) 682-4128

Telephone

butch11111@aol.com

Email address

[Signature]
Signature

Quintanilla, Headley & Associates, Inc.

Applicant / Agent (Print legibly or type)

124 E. Stubbs

Address

Edinburg, TX 78539

City, State, Zip

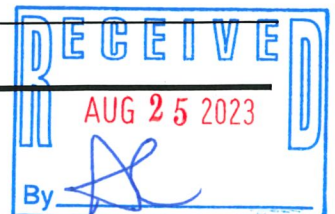
(956) 381-6480

Telephone

alfonsoq@qha-eng.com

Email address

Signature



Receipt #

(\$450 Application Fee): R02187924

Received By: _____

CERTIFICATE OF PROJECT PRELIMINARY ESTIMATE, containing
Engineering Preliminary Estimated Quantities for Funding Purposes.

PRELIMINARY

ESTIMATED NUMBER : 1

PROJECT NO. :

A	B	C	D	E	F
ITEM NO.	DESCRIPTION OF WORK Date: October 6, 2023 Approved By : Peter Hermida, E.I.T., Engineer X	ESTIMATED QUANTITY	SCHEDULED UNIT	ESTIMATED COST	ESTIMATED TOTAL (C*E)
RG ESTATES PHASE IV IMPROVEMENTS : (BENITO A. RAMIREZ ROAD)					
ESTIMATED BID : (Using City Unit Cost Development Prices)		BENITO RAMIREZ ROAD (80-ft ROW - 57-ft B-B)			
1	8" Subgrade Preparation	567	SY	\$ 3.00	\$ 1,700.00
	300 17 9				
2	10" Flexible Caliche Base Material	567	SY	\$ 12.75	\$ 7,225.00
	300 17 9				
3	2" Hot Mix Asphalt Material	500	SY	\$ 12.00	\$ 6,000.00
	300 15 9				
4	24-inch Concrete Curb & Gutter (Subject to Change)	228	LF	\$ 19.00	\$ 4,332.00
	300 72 1 (57-feet Street Section + Curb Radius 0-feet)				
5	5-foot Concrete Sidewalk (Subject to Change)	228	LF	\$ 25.00	\$ 5,700.00
	300 72 1				
6	ADA Ramps	2	EA	\$ 850.00	\$ 1,700.00
7	24-inch RCP	0	LF	\$ 125.00	\$ -
8	Type A Inlets	0	EA	\$ 2,500.00	\$ -
BASE BID ESTIMATE TOTAL :					\$ 26,657.00
				Pre/Foot	\$ 88.8567
PERMITTING STAGE : (ESCROW)					
	5-foot Concrete Sidewalk	0	LF	\$ 25.00	\$ -
	258 72 1 (12-feet Street Section + Curb Radius 20-feet)				
BASE BID ESTIMATE TOTAL :					\$ -



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

VARIANCES

Agenda Item No: 8.B.

Variance Request to the City's Unified Development Code: 1) 3.102-1 at
5300 South Raul Longoria Road

1. **Agenda Item:**

Consider Variance Requests to the City's Unified Development Code: 1) 3.102-1 Single-Family Detached Lot and Building Standards, Side Yard Setbacks and 2) 3.102-1 Single-Family Detached Lot and Building Standards, Lots Widths, for Imperio Trails Subdivision, Being a 43.77 Acres Tract Out of Lot 15, Block 1, John Closner Et al. Subdivision, Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property is located on the east side of South Raul Longoria Road approximately 770 feet south of East Alberta Road, and within the City of Edinburg's Extra Territorial Jurisdiction. The 43.77 acre tract is currently vacant. The proposed subdivision is for a single-family residential development consisting of two-hundred and five (205) lots averaging approximately 5,000 sq. ft. each. Rio Delta Engineering, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request #1: 3.102-1 Single-Family Detached Lot and Building Standards, Side Yard Setbacks

This Variance Request is to reduce the required side yard setback to all of the lots, on the right side when facing the lot, from the 6 ft. to 3 ft. UDC Section 3.102-1 requires 6 ft for the side yard setback and 10 ft. for Street Side Yards. This request will not be applicable to street side yards. The developer is proposing to increase the left side from 6 ft. to 7 ft., which in summation would still give 10 ft. of building separation, which was approved by the fire marshal.

Variance Request #2: 3.102-1 Single-Family Detached Lot and Building Standards, Lot Width

This Variance Request is to the lot width requirement for a single-family Urban development. Lots for single family developments in Residential, Urban and Townhome (RU) District require a minimum of 40 ft. of frontage, according to the UDC, Section 3.102-1 Single-Family Detached Lot and Building Standards. Some of the lots, in the proposed development, have a frontage of as small as 20 ft. in width, however most of the lots range between 48 and 60 ft. in width. These lots are unique in nature due to the serpentine roads the lots are mostly in oblong shapes similar to cul-de-sac lots. These lot widths do not conform to the requirements of the Unified Development Code.

3. **Staff's Recommendation:**

Staff recommends approval of both variances. The proposed subdivision has a new style of roads (serpentine), which have not yet been added to the UDC as how to best formally address lot widths, as for the side yard the combined distance of setbacks does meet the minimum building separation requirement as required by the code.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the variance request.

Reviewed by:

Prepared by:

Attachments:

A. Agenda Packet Attachment

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

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

TABLE NOTES:

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

²The second height refers to agricultural structures.

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

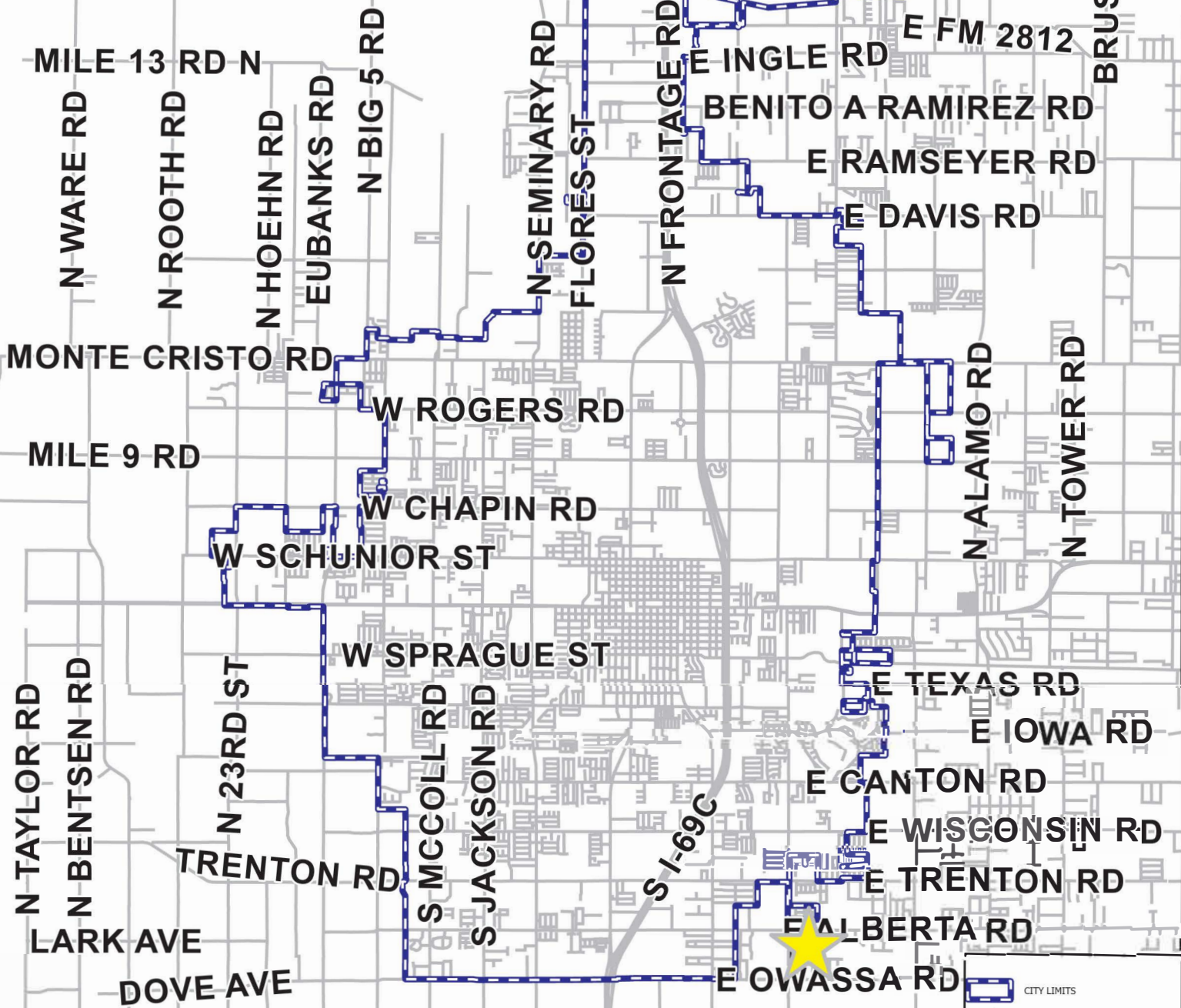
⁴The first number is the house setback; the second is the setback for a front load garage.

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

FM 490

W FM 490

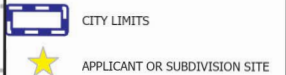
E FM 490

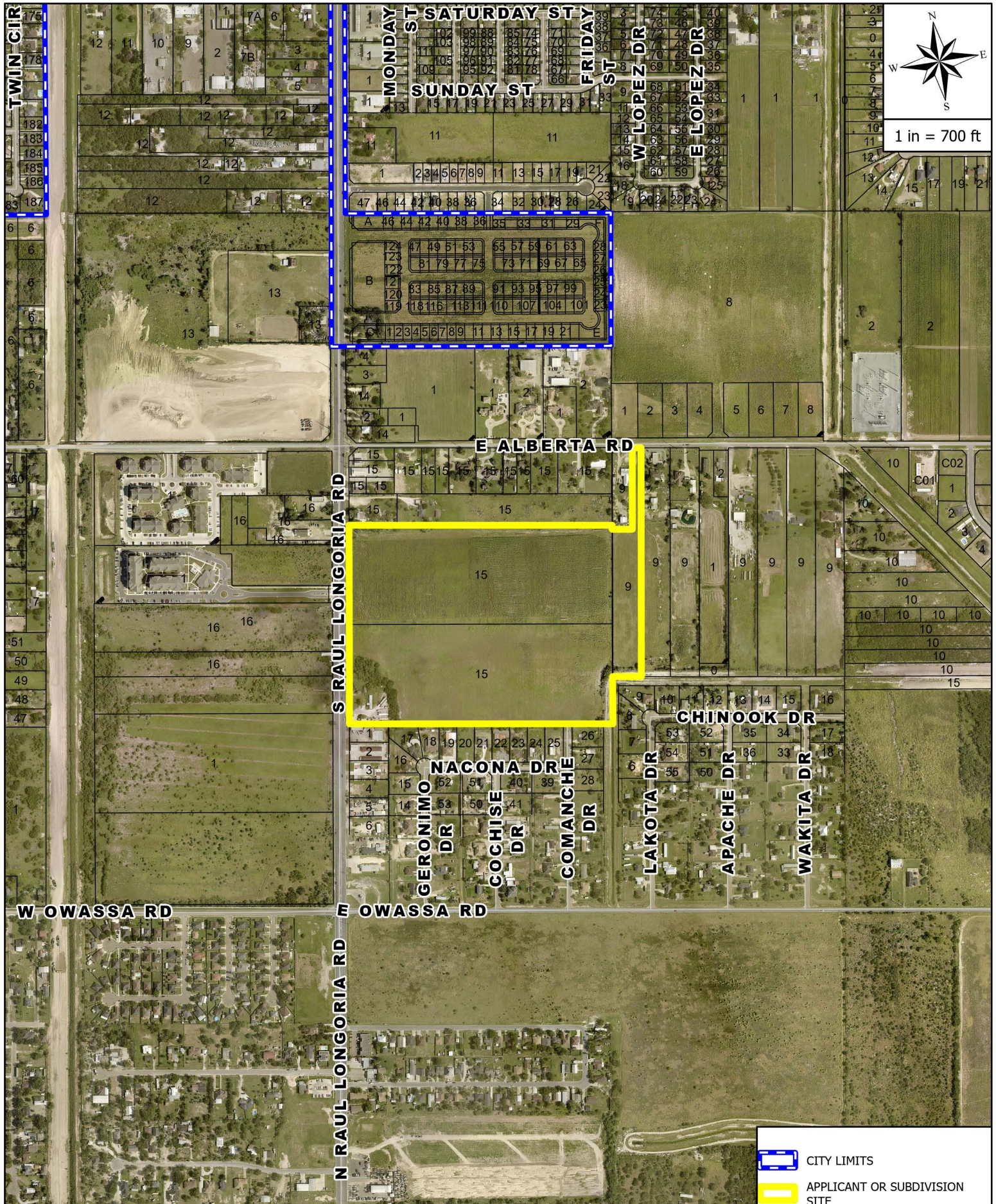


EDINBURG NEW DEVELOPMENT MAP

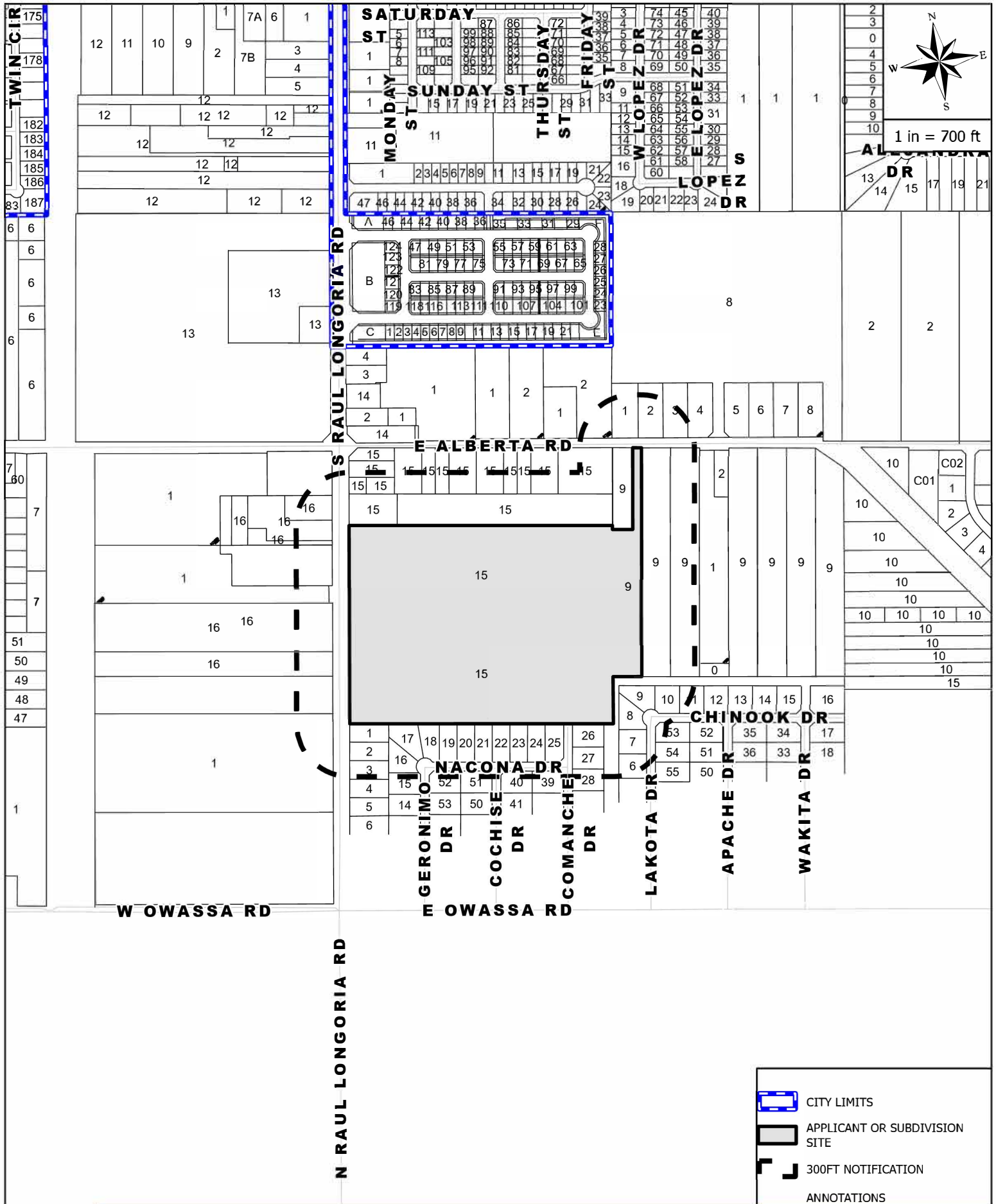
APPLICANT AND/OR SUBDIVISION:

IMPERIO TRAILS SUBDIVISION





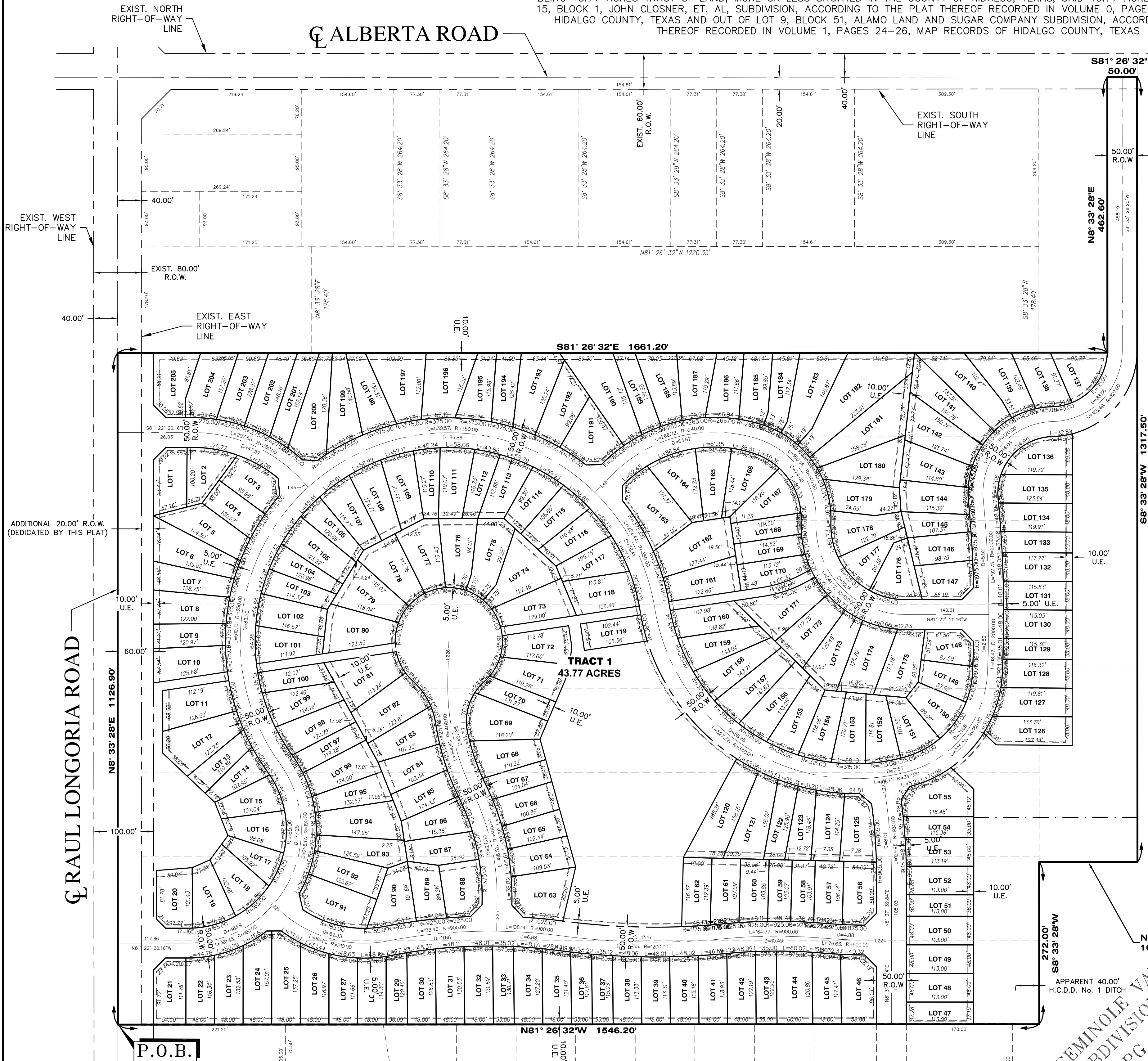
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 IMPERIO TRAILS SUBDIVISION



DATE OF PREPARATION: OCTOBER 2, 2023

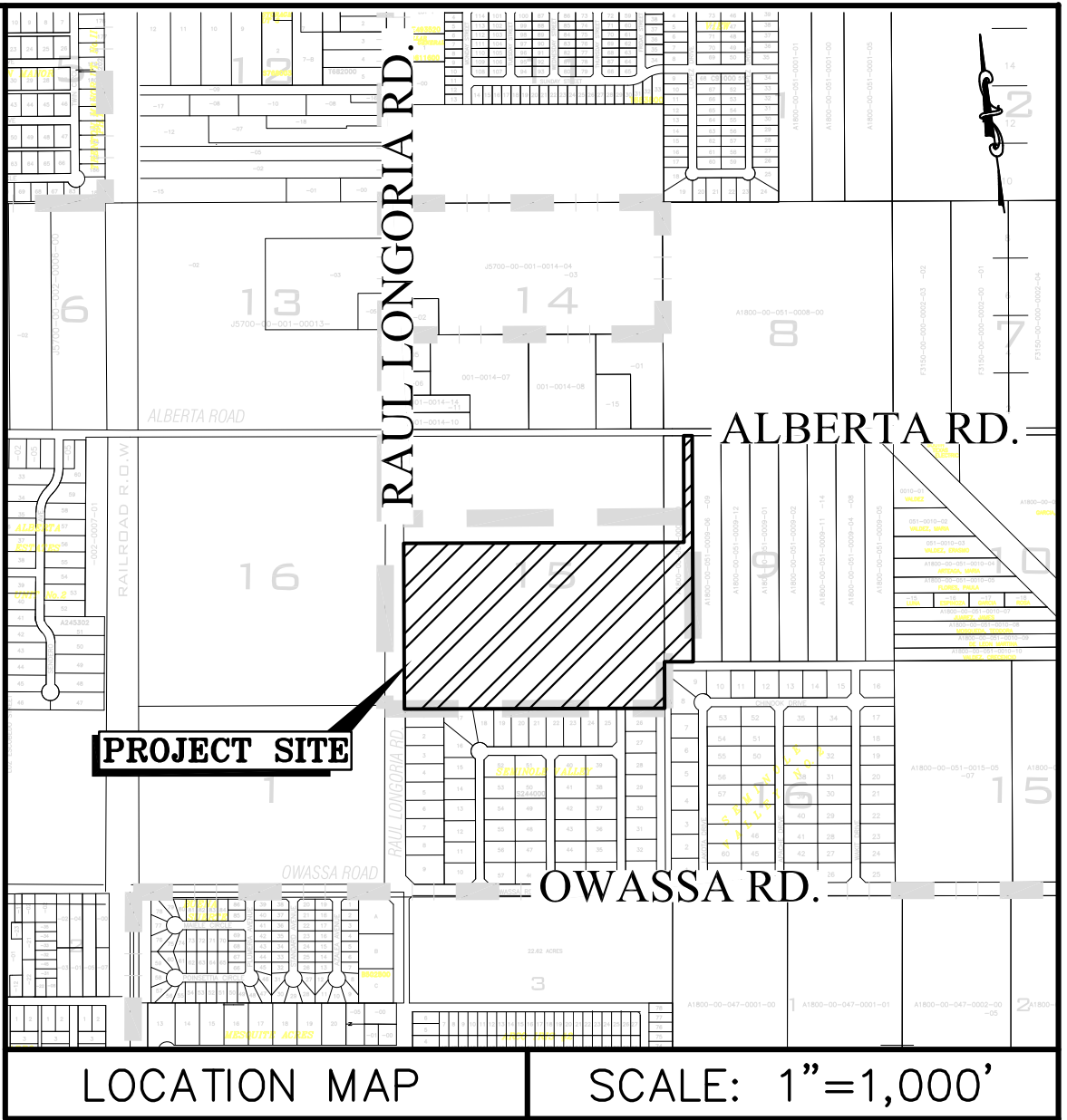
IMPERIO TRAILS SUBDIVISION

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSER, ET. AL. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS



LEGEND	
▲	- SET C-P-S
△	- FD, C-P-S
○	- CALCULATED POINT
○	- SET 1/2" IRON ROD
●	- FD, 1/2" IRON ROD
●	- FD, 5/8" IRON ROD
●	- FD, 60-D NAIL
●	- SET PK NAIL
⊙	- STORM INLET
⊙	- POWER POLE
⊙	- FIRE HYDRANT
⊙	- IRR. STAND PIPE
⊙	- CHAIN LINK FENCE
⊙	- EXIST. WATER METER
⊙	- GAS SPOTTING
⊙	- TELEPHONE PEDESTAL
⊙	- POWER POLE

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
O.S.S.F.	ON-SITE SEWAGE FACILITY
CL	CENTER LINE
LOT LINE	LOT LINE
H.C.D.D.#1	HIDALGO COUNTY DRAINAGE DIST. #1



METES AND BOUNDS.

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSER, ET. AL. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 43.77 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON A COTTON PICKER SPINDLE SET AT THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ALONG THE WEST LINE OF SAID LOT 15, BLOCK 1 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, A DISTANCE OF 1,126.90 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E PASSING AT A DISTANCE OF 40.00 FEET, A 1/2-INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD AND THE SOUTHWEST CORNER OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 172852, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 325.85 FEET, THE SOUTHWEST CORNER OF SAID 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, SAME BEING THE SOUTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, RECORDED UNDER DOCUMENT NUMBER 1050847, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,546.00 FEET THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, AND THE SOUTHWEST CORNER OF SAID 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, SAME BEING THE SOUTHWEST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, RECORDED UNDER DOCUMENT NUMBER 1625842, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 1,661.20 FEET TO THE SOUTHWEST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.80 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 462.60 FEET TO A COTTON PICKER SPINDLE SET AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 51, AND THE SOUTHWEST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 51 AND WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD, TO THE NORTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, RECORDED UNDER DOCUMENT NUMBER 2557985, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 50.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 20.00 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2-INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,317.50 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 15, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, A 1/2-INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET, A 1/2-INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,546.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.77 ACRES, OF WHICH 0.02 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD AND 1.03 ACRES LIE WITHIN EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, LEAVING A NET OF 42.72 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS - COUNTY OF HIDALGO

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



IVAN GARCIA, P.E., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



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

ON: _____ AT: _____ AM/PM

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

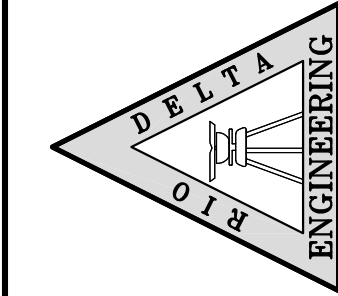
BY: _____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.	2516 BUDDY OWENS BOULEVARD	MCALLEN, TX. 78504
SURVEYOR: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

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



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
OCTOBER 2, 2023
IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

ISSUED FOR:
PRELIMINARY

PLAT SHEET
IMPERIO TRAILS SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
DANIEL RODRIGUEZ E.I.T.
SCALE:
1" = 100'

DATE:
OCTOBER 2, 2023

PROJECT:
SUB 22 033

REVISIONS:

PAGE NO.:
1-OF-2

IMPERIO TRAILS SUBDIVISION

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **IMPERIO TRAILS SUBDIVISION**, ADDITION OF THE CITY OF EDINBURG AND COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JORGE VALDEZ (PRESIDENT)
HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.
2516 BUDDY OWENS BOULEVARD
MCALLEN, TEXAS 78504

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JORGE VALDEZ (PRESIDENT) HOLLYWOOD DEVELOPMENT AND CONSTRUCTION LLC.**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC COUNTY OF HIDALGO DATE

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS **IMPERIO TRAILS SUBDIVISION** CONFORMS TO ALL REQUIREMENTS TO THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND

HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 2023

CHAIRPERSON, PLANNING AND ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 20____.

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

PRESIDENT

ATTEST: SECRETARY

STATE OF TEXAS COUNTY OF HIDALGO

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **IMPERIO TRAILS SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG

ON THIS THE _____ DAY OF _____, 2023.

MAYOR, CITY OF EDINBURG DATE

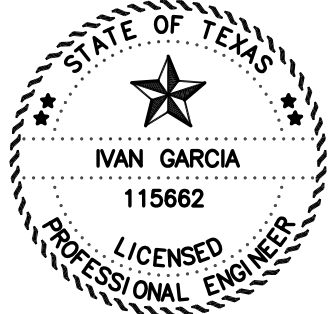
SECRETARY, CITY OF EDINBURG DATE

STATE OF TEXAS COUNTY OF HIDALGO

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

DATED THIS _____ DAY OF _____, 2023.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 115662 – STATE OF TEXAS



RIGHT OF WAY EASEMENT

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

IN THE EVENT THE EASEMENT HEREBY GRANTED ADJUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE XI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.

JORGE VALDEZ DATE
HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC
2516 BUDDY OWENS BLVD.
MCALLEN, TX 78504

G E N E R A L P L A T N O T E S

1.FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X" (SHADED), AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. **480334 0425 C**, DATED: **NOVEMBER 16, 1982**. REVISED TO REFLECT LOMR DATED MAY 14, 2001.

2.SETBACKS SHALL BE AS PER CITY OF EDINBURG ZONING ORDINANCE OR EASEMENT WHICHEVER IS GREATER.
3.MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT.

4.BENCHMARKS (B.M.):
SQUARE CUT TOP OF DRAIN INLET APPROXIMATELY 285.00 FEET NORTH FROM THE INTERSECTION OF RAUL LONGORIA AND WEST CANTON ROAD. TOP OF GRATE INLET. ELEV.=93.40 (N.A.V.D. 88)
NORTHING:16624830.8600 EASTING:1101862.2970 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)

5.DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **346,546** CUBIC-FEET OR **7.958** ACRE-FEET OF STORM WATER RUNOFF..

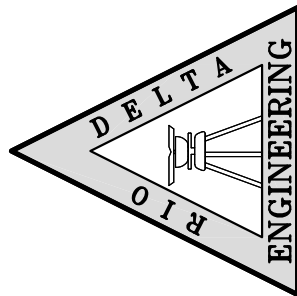
6.ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.

7.A FIVE (5.00') FOOT SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG RAUL LONGORIA ROAD (FM 1426).

8.ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.

RIO DELTA ENGINEERING

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



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
OCTOBER 2, 2023
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
PRELIMINARY

PLAT SHEET
IMPERIO TRAILS SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
DANIEL RODRIGUEZ E.I.T.
SCALE:
AS SHOWN
DATE:
OCTOBER 2, 2023
PROJECT:
SUB 22 033
REVISIONS:
PAGE NO:
2 OF 2



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

ON: _____ AT: _____ AM/PM

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

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.	2516 BUDDY OWENS BOULEVARD MCALLEN, TX. 78504	
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA P.E., R.P.L.S.	921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

VAR-2023-0206

Subdivision Variance Application

ENERGOV CASE #

Imperio Trails

Submittal Date: 10-3-23

1020245, 1462008, 902407,
1462093, 1462094, 1462095,
199648

Legal Description:

HCAD Property ID #: 199648

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSER, ET AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

Variance Requested (Identify section of Unified Development Code):

Reason for Request (hardship/extraordinary and exceptional conditions):

PLEASE SEE ATTACHED LETTER .

JORGE VALDEZ

Property Owner (Print legibly or type)

2516 BUDDY OWENS BOULEVARD

Address

MCALLEN, TEXAS 78504

City, State, Zip

(956) 803-0341

Telephone

ADMIN@IMPERIOHOMES.COM

Email address

Signature

RIO DELTA ENGINEERING

Applicant / Agent (Print legibly or type)

921 S. 10TH ST.

Address

EDINBURG, TEXAS, 78539

City, State, Zip

(956) 380-5152

Telephone

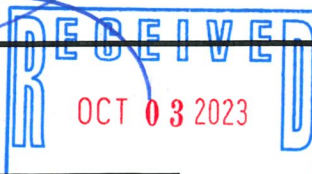
RIODELTA2004@YAHOO.COM

Email address

Signature

Receipt #

(\$450 Application Fee):



Received By:

Adam E. Cardo



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

ORDINANCE

Agenda Item No: 9.A.

Voluntary Annexation of 46.92 Acres Tract of Land at 5300 South Raul Longoria Road

1. Agenda Item:

Consider Ordinance Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 46.92-acre tract is currently vacant and a portion is Right-of-Way along South Raul Longoria Road. The proposed development is located 770 feet south of East Alberta Road. Water and Sewer Services will be provided by North Alamo Water Supply Corporation CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Department will be provided. The City has received a Preliminary Plat application for Imperio Trails Subdivision at the subject property for a single-family development. The City also received a variance request to the City's Unified Development Code Section 3.102-1 Single-Family Detached Lot and Building Standards, Side Yard Setbacks and Section 3.102-1 Single-Family Detached Lot and Building Standards, Lot Width. Both requests were recommended for approval by the Planning and Zoning Commission on October 10, 2023. The petition for Voluntary Annexation was accepted by the City Council on October 17, 2023. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the November 21, 2023 regular meeting.

3. Staff's Recommendation:

Staff recommends approval of the ordinance for the Voluntary Annexation of 46.92 acres tract of land, more or less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas. Jurisdiction. The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Reviewed by:

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

A. Agenda Packet Attachment

B. Ordinance

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8303



THE CITY OF
Edinburg

Voluntary Annexation Petition

ENERGOV CASE # _____

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

BEING 46.92 ACRES OUT OF LOTS 13, 14, 15, AND 16, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, VOLUME 1, PAGE 24-26 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Jorge Valdez

Owner's Name (Print)

Owner (Signature)

September 21, 2023

Date

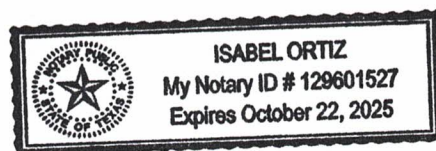
**STATE OF TEXAS
COUNTY OF HIDALGO**

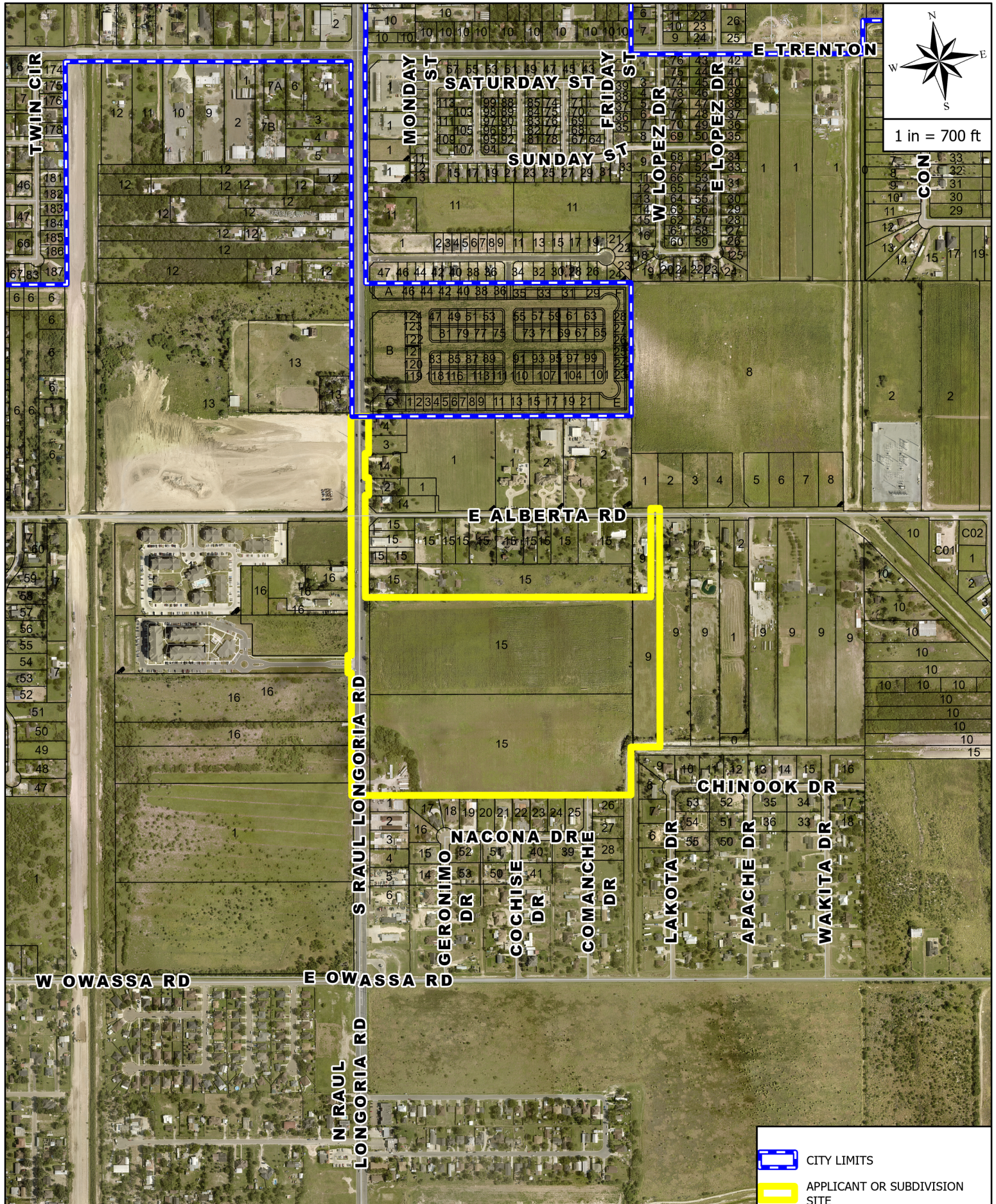
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Jorge Valdez**, whom stated upon his oath the following:

My name is Jorge Valdez, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the **21st** day of **September**, 20**23**.

Notary Public in and for the State of Texas



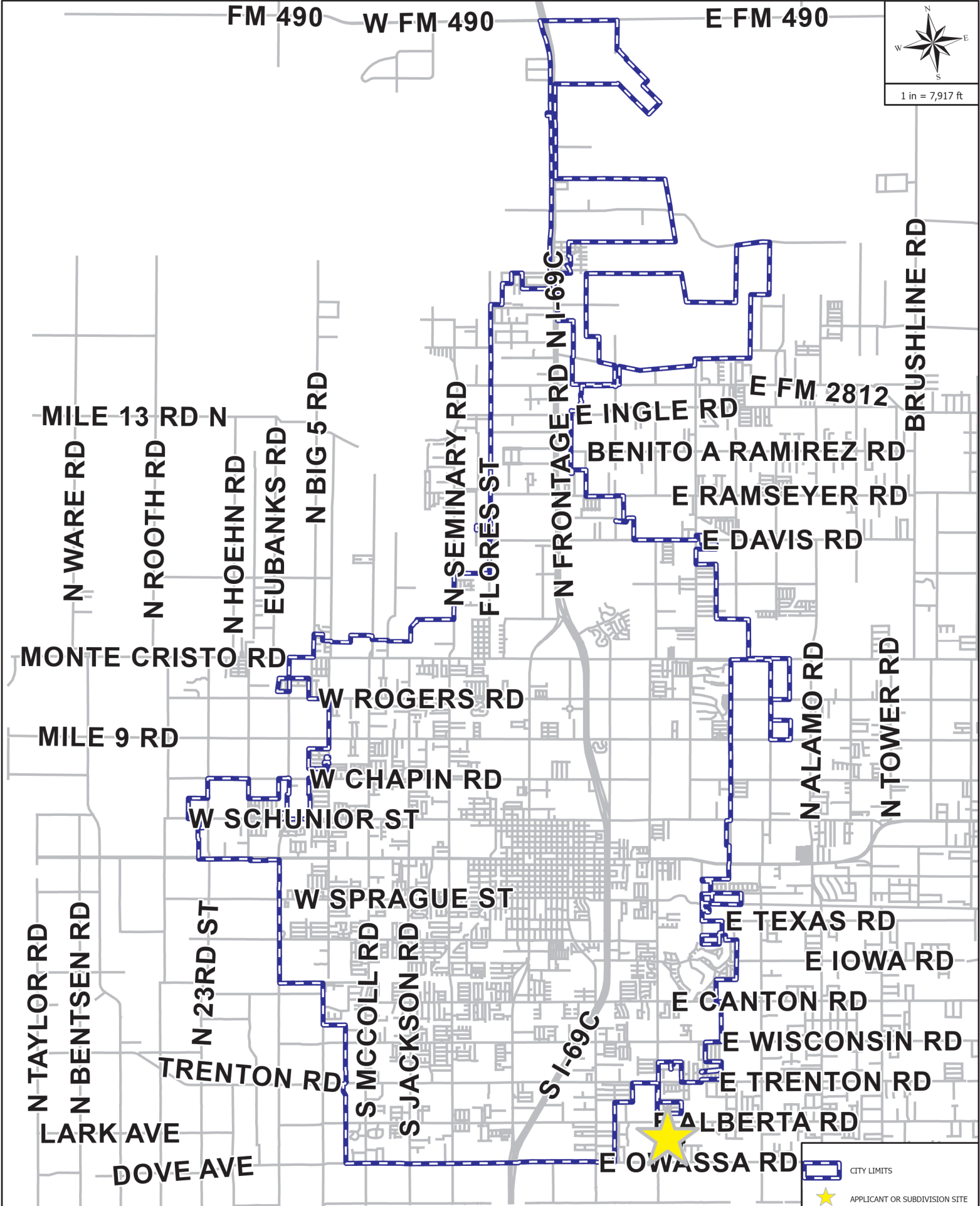
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 HOLLYWOOD DEVELOPMENT 40 ACRES ANNEXATION

-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE

FM 490

W FM 490

E FM 490



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

HOLLYWOOD DEVELOPMENT 40 ACRES ANNEXATION



CITY LIMITS

APPLICANT OR SUBDIVISION SITE

EXHIBIT "A"
TRACT 1 – 46.92 ACRES
OUT OF LOT 13, 14, 15 AND 16, BLOCK 1
JOHN CLOSNER, ET. AL, SUBDIVISION
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOTS 8 AND 9, BLOCK 51,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
VOLUME 1, PAGE 24-26, MAP RECORDS OF
HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING 46.92 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 46.92 ACRES BEING OUT OF LOTS 13, 14, 15 AND 16, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND SAID 46.92 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, J&M No. 2, RECORDED UNDER INSTRUMENT NUMBER 2761272, MAP RECORDS OF HIDALGO COUNTY TEXAS, SAME BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF LOTS 3 AND 4, OF SAID J&M No. 2, AND THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 3, A DISTANCE OF 208.71 FEET TO A 1/2-INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 3, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS SAID LOT 14, BLOCK 1, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 137.74 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS SAID LOT 14, BLOCK 1, TO THE NORTHWEST CORNER OF LOT 2 OF SAID J&M No. 2, A DISTANCE OF 20.00 FEET A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF SAID LOT 2, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 2, A DISTANCE OF 100.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ACROSS THE SAID LOT 14, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET, TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS SAID LOTS 14 AND 15, BLOCK 1, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426) PASSING AT A DISTANCE OF 80.00 FEET, THE SOUTH LINE OF SAID LOT 14 BLOCK 1, SAME BEING THE NORTH LINE OF SAID LOT 15, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 579.60 FEET TO A TO A 1/2 -INCH IRON ROD FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 15 BLOCK 1, AND LOT 9 BLOCK 51, SAME BEING ALONG THE SOUTH LINE OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 1726952, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, FOR A TOTAL DISTANCE OF 1,621.20 FEET TO THE SOUTHEAST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR A CORNER OF THE HEREN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, SAME BEING ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.60 FEET, A 1/2 -INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 502.60 FEET TO A CALCULATED POINT AT THE NORTH RIGHT-OF-WAY LINE OF E ALBERTA ROAD, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 8, BLOCK 51, SAME BEING ALONG THE EXISTING NORTH RIGHT-OF-WAY OF ALBERTA ROAD, A DISTANCE OF 50.00 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 60.00 FEET, A 1/2- INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2- INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,357.50 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINES OF SAID LOTS 15 AND 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 40.00 FEET, A 1/2 -INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET A 1/2 - INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 1,546.00 FEET, THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK , AND CONTINUING FOR A TOTAL DISTANCE OF 1,586.20 FEET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOT 16, BLOCK 1, SAME BEING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 698.80 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ACROSS THE SAID LOT 16, BLOCK 1, TO THE SOUTHEAST CORNER OF LOT 1, STARLIGHT SUBDIVISION, RECORDED UNDER INSTRUMENT NUMBER 3045648, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ALONG THE EAST LINE OF SAID LOT 1, SAME BEING THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE NORTHEAST CORNER OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOTS 13 AND 16, BLOCK 1, ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 790.70 FEET THE NORTH LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE SOUTH LINE OF SAID LOT 13, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 1,354.15 FEET TO A 1/2- INCH IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26 32" E ACROSS THE SAID LOT 13 AND 14, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, THE EAST LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE WEST LINE OF SAID LOT 14, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.92 ACRES OF LAND, MORE OR LESS.

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

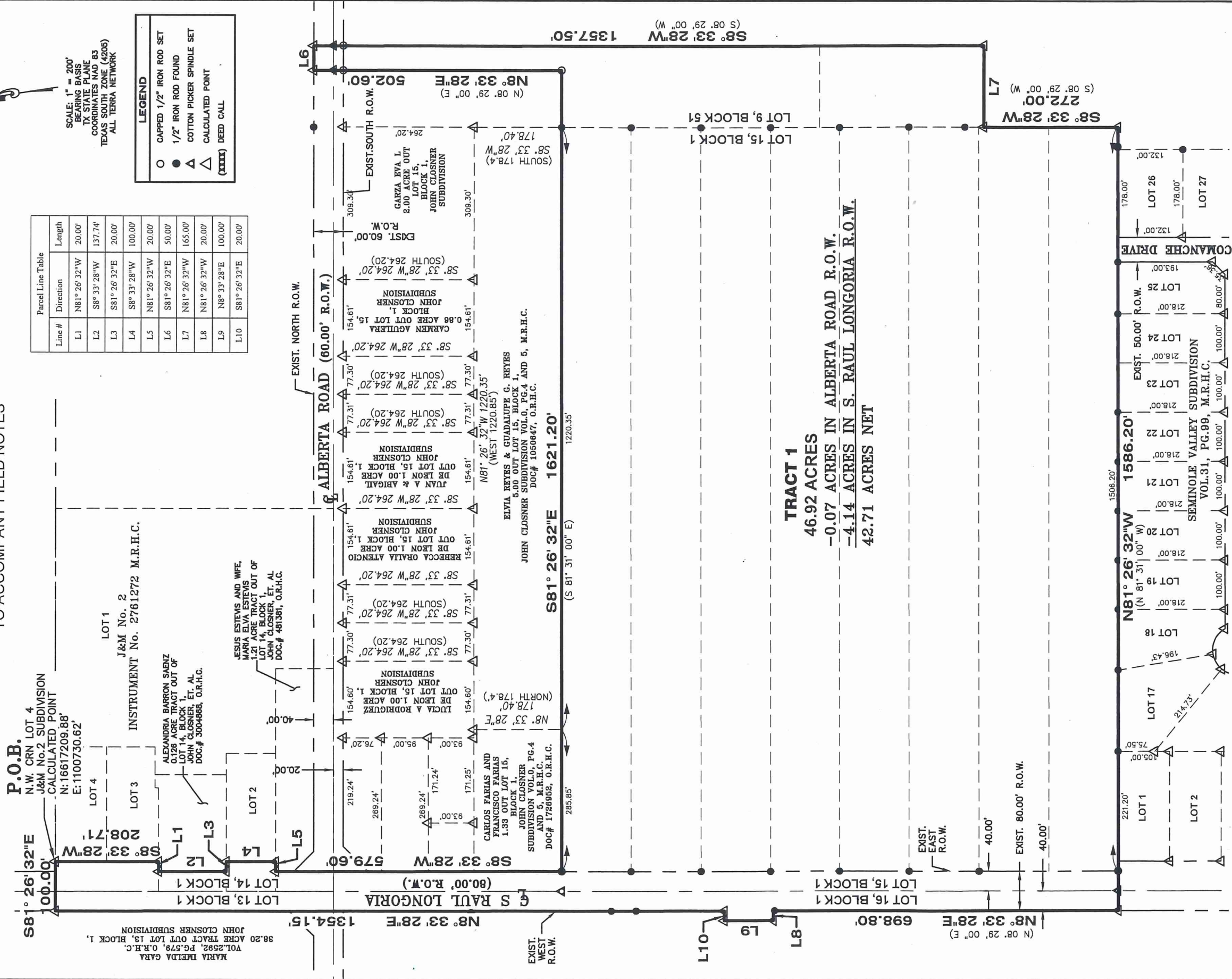


9/13/23

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

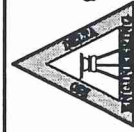


EXHIBIT "B"
TRACT 1 - 46.92 ACRES
OUT OF LOTS 13, 14, 15, 16, BLOCK 1, JOHN CLOSNOR, ET. AL, SUBDIVISION
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
VOLUME 1, PAGE 24-26, MAP RECORDS OF HIDALGO COUNTY TEXAS
TO ACCOMPANY FIELD NOTES



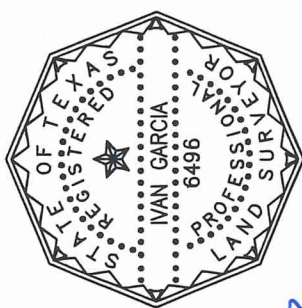
SURVEYOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 2) THE PROPERTY SHOWN IS IN ZONE 'AH', AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0425 C, DATED NOVEMBER 2, 1982.
 - 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY MON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



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

DATE: SEPTEMBER 2023
PROJECT: SUB 22 033
PAGE: 1 OF 3



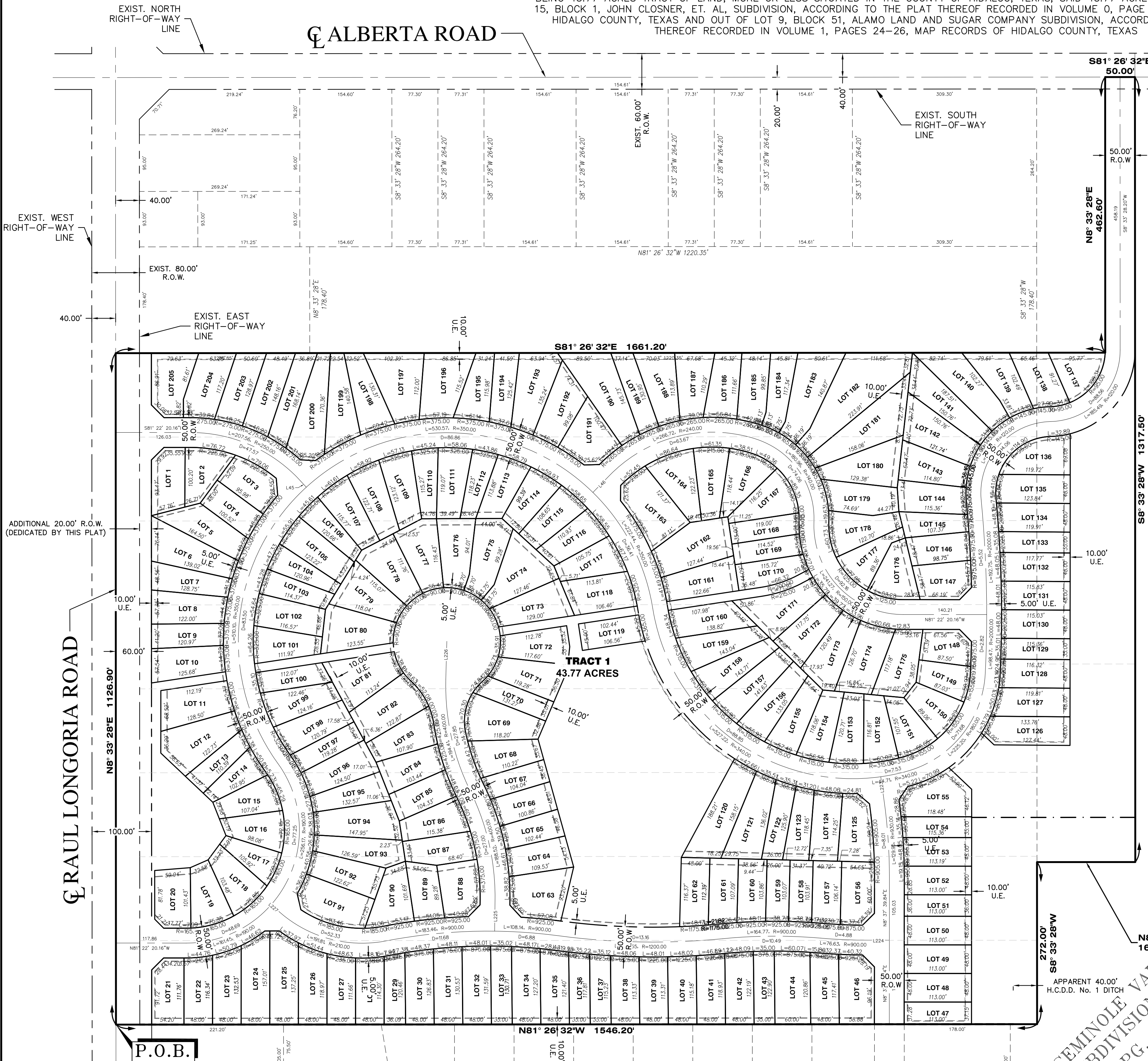
DATE
IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

9/13/23

DATE OF PREPARATION: OCTOBER 2, 2023

IMPERIO TRAILS SUBDIVISION

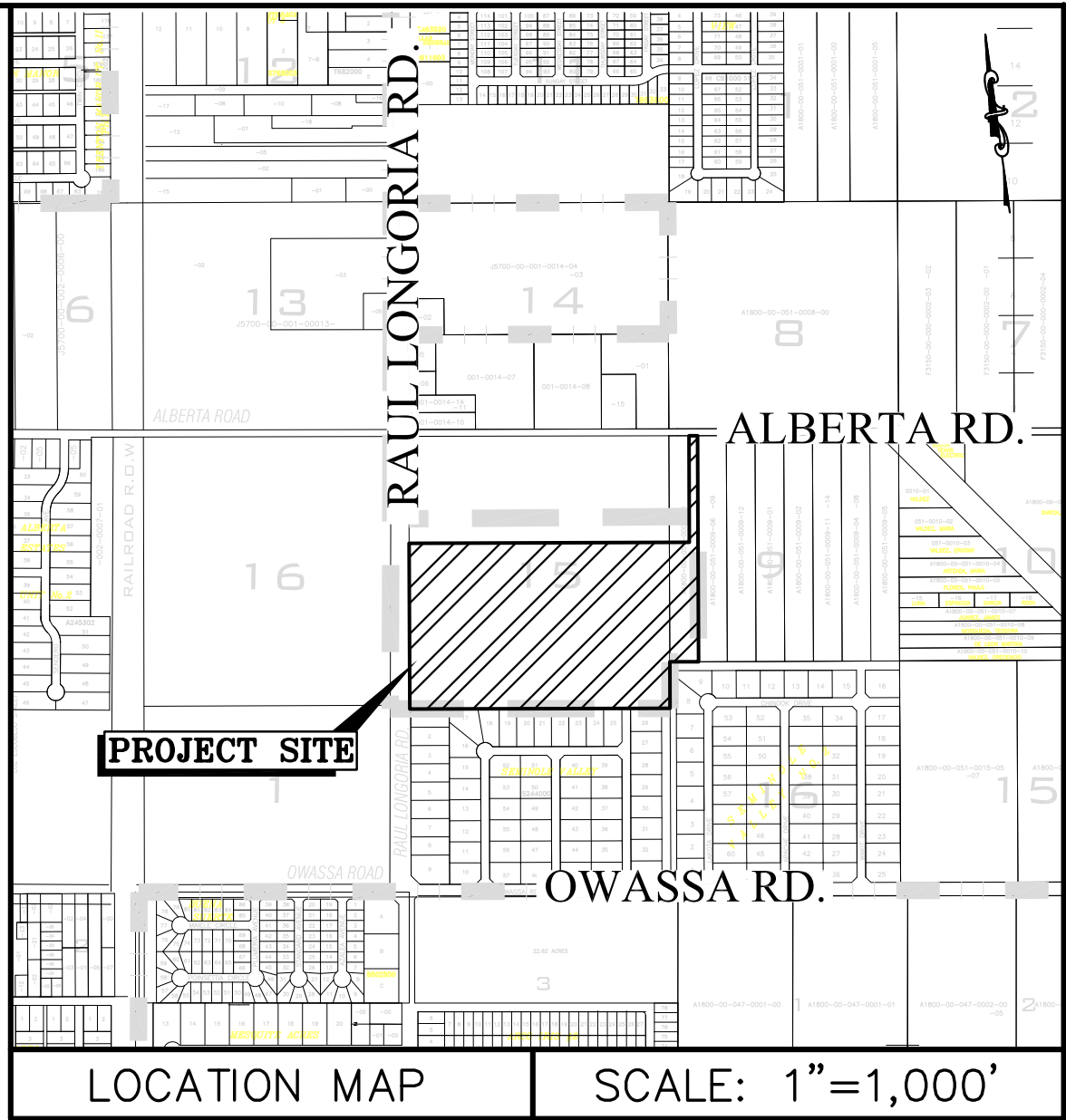
BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSER, ET. AL. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS



SCALE: 1"=100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND	
▲	- SET C-P-S
△	- FD, C-P-S
○	- CALCULATED POINT
○	- SET 1/2" IRON ROD
●	- FD, 1/2" IRON ROD
●	- FD, 5/8" IRON ROD
●	- FD, 60-D NAIL
●	- SET PK NAIL
⊙	- STORM INLET
⊙	- POWER POLE
⊙	- FIRE HYDRANT
⊙	- IRR. STAND PIPE
⊙	- CHAIN LINK FENCE
⊙	- EXIST. WATER METER
⊙	- GAS SPOTTING
⊙	- TELEPHONE PEDESTAL
⊙	- POWER POLE

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
O.S.S.F.	ON-SITE SEWAGE FACILITY
CL	CENTER LINE
LOT LINE	LOT LINE
H.C.D.D.#1	HIDALGO COUNTY DRAINAGE DIST. #1



METES AND BOUNDS.

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSER, ET. AL. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 43.77 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON A COTTON PICKER SPINDLE SET AT THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, N 08° 33' 28" E ALONG THE WEST LINE OF SAID LOT 15, BLOCK 1 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, A DISTANCE OF 1,126.90 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, S 81° 26' 32" E PASSING AT A DISTANCE OF 40.00 FEET, A 1/2-INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD AND THE SOUTHWEST CORNER OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 172892, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 325.85 FEET, THE SOUTHWEST CORNER OF SAID 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, SAME BEING THE SOUTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, RECORDED UNDER DOCUMENT NUMBER 1050847, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,546.00 FEET THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, AND THE SOUTHWEST CORNER OF SAID 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, SAME BEING THE SOUTHWEST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, RECORDED UNDER DOCUMENT NUMBER 1625842, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 1,661.20 FEET TO THE SOUTHWEST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, N 08° 33' 28" E ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.80 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 462.60 FEET TO A COTTON PICKER SPINDLE SET AT THE NORTH LINE OF SAID LOT 9, BLOCK 51 AND NORTH EAST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, S 81° 26' 32" E ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 51 AND WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD, TO THE NORTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, RECORDED UNDER DOCUMENT NUMBER 2557985, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 50.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 20.00 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2-INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,317.50 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, N 81° 26' 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 15, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, A 1/2-INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET, A 1/2-INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,546.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.77 ACRES, OF WHICH 0.02 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD AND 1.03 ACRES LIE WITHIN EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, LEAVING A NET OF 42.72 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS - COUNTY OF HIDALGO

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



IVAN GARCIA, P.E., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



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

ON: _____ AT: _____ AM/PM

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

BY: _____ DEPUTY

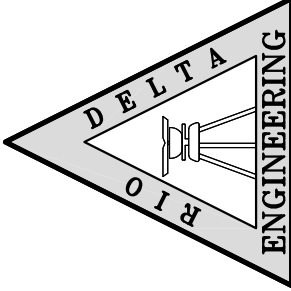
PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.	2516 BUDDY OWENS BOULEVARD	MCALLEN, TX. 78504
SURVEYOR: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. F-7628
SURVEY FIRM NO. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
OCTOBER 2, 2023
IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

ISSUED FOR:
PRELIMINARY

PLAT SHEET
IMPERIO TRAILS SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
DANIEL RODRIGUEZ E.I.T.
SCALE:
1" = 100'

DATE:
OCTOBER 2, 2023

PROJECT:
SUB 22 033

REVISIONS:

PAGE NO.:
1-OF-2

IMPERIO TRAILS SUBDIVISION

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **IMPERIO TRAILS SUBDIVISION**, ADDITION OF THE CITY OF EDINBURG AND COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JORGE VALDEZ (PRESIDENT)
HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.
2516 BUDDY OWENS BOULEVARD
MCALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JORGE VALDEZ (PRESIDENT) HOLLYWOOD DEVELOPMENT AND CONSTRUCTION LLC.**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____DAY OF _____, 2023.

NOTARY PUBLIC COUNTY OF HIDALGO DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS **IMPERIO TRAILS SUBDIVISION** CONFORMS TO ALL REQUIREMENTS TO THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND

HAS BEEN APPROVED FOR RECORDING ON THE____DAY OF _____, 2023

CHAIRPERSON, PLANNING AND ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE____DAY OF _____, 20____.

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

PRESIDENT

ATTEST: SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **IMPERIO TRAILS SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG

ON THIS THE____DAY OF _____, 2023.

MAYOR, CITY OF EDINBURG DATE

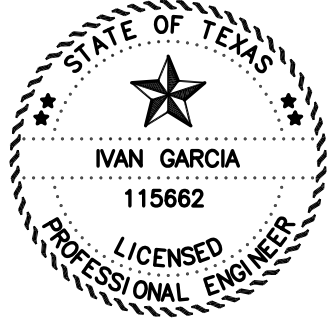
SECRETARY, CITY OF EDINBURG DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS____DAY OF _____, 2023.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 115662 – STATE OF TEXAS



RIGHT OF WAY EASEMENT

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

IN THE EVENT THE EASEMENT HEREBY GRANTED ADJUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS____DAY OF _____, 2023.

JORGE VALDEZ DATE
HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC
2516 BUDDY OWENS BLVD.
MCALLEN, TX 78504

G E N E R A L P L A T N O T E S

1.FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X" (SHADED), AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. **480334 0425 C**, DATED: **NOVEMBER 16, 1982**. REVISED TO REFLECT LOMR DATED MAY 14, 2001.

2.SETBACKS SHALL BE AS PER CITY OF EDINBURG ZONING ORDINANCE OR EASEMENT WHICHEVER IS GREATER.
3.MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT.

4.BENCHMARKS (B.M.):
SQUARE CUT TOP OF DRAIN INLET APPROXIMATELY 285.00 FEET NORTH FROM THE INTERSECTION OF RAUL LONGORIA AND WEST CANTON ROAD. TOP OF GRATE INLET. ELEV.=93.40 (N.A.V.D. 88)
NORTHING:16624830.8600 EASTING:1101862.2970 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)

5.DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **346,546** CUBIC-FEET OR **7.958** ACRE-FEET OF STORM WATER RUNOFF..

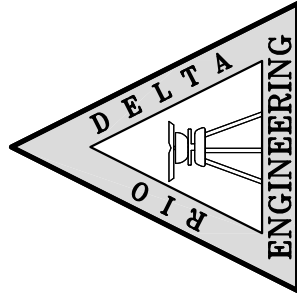
6.ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.

7.A FIVE (5.00') FOOT SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG RAUL LONGORIA ROAD (FM 1426).

8.ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.

RIO DELTA ENGINEERING

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



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
OCTOBER 2, 2023
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
PRELIMINARY

PLAT SHEET
IMPERIO TRAILS SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.
CHECKED:
IVAN GARCIA P.E. R.P.L.S.
DRAWN:
DANIEL RODRIGUEZ E.I.T.
SCALE:
AS SHOWN
DATE:
OCTOBER 2, 2023
PROJECT:
SUB 22 033
REVISIONS:
PAGE NO:
2 OF 2



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

ON: _____AT _____, AM/PM

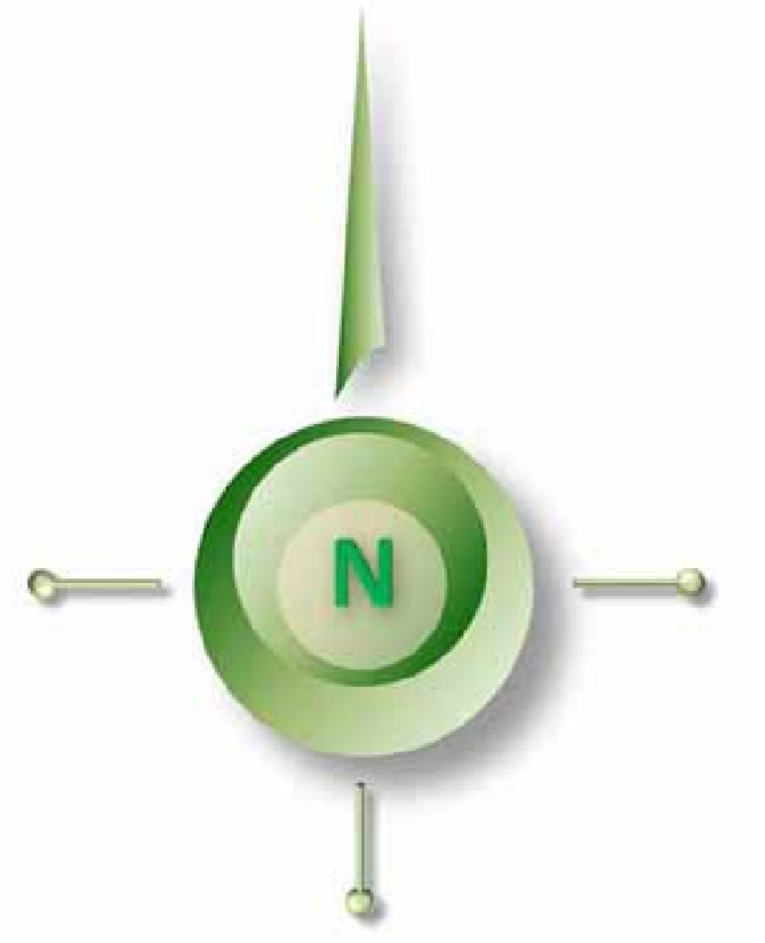
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____DEPUTY

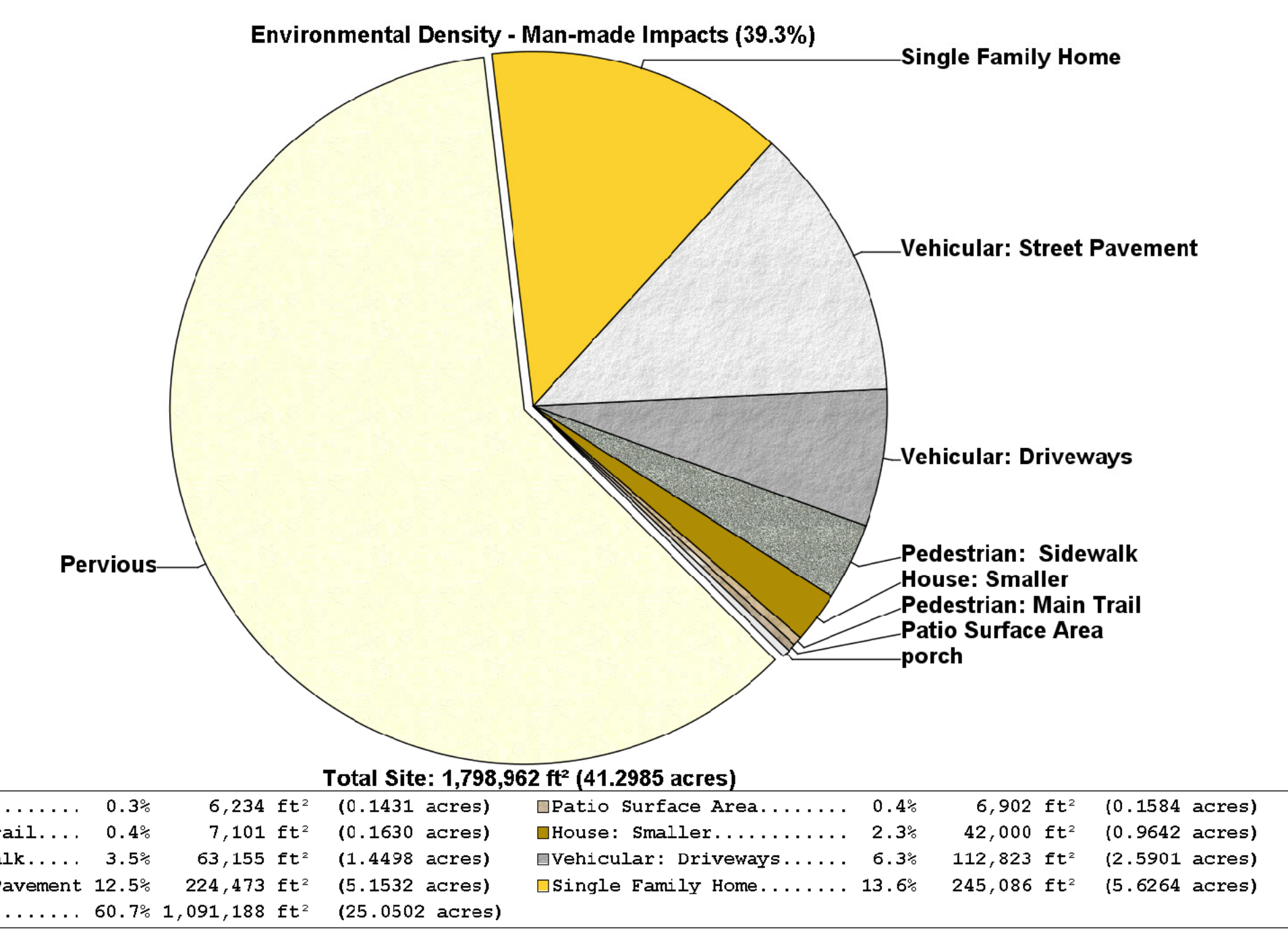
PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER(S): HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC.	2516 BUDDY OWENS BOULEVARD	MCALLEN, TX. 78504
SURVEYOR: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E., R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

East Alberta Road



South Raul Longoria Road



IMPERIO RAUL LONGORIA NEIGHBORHOOD

Hollywood Development & Construction, LLC.

Legend:

Single Family Lots	204
Average Lot Size	5,846.4 Sq. Ft.
Smallest Lot	4,000.7 Sq. Ft.
Length of Street	6,755.83 Linear Feet
Park – Commons	5.85248 Acres

Covings:

This technology enabled advanced form of single-family plat geometry is used to reduce infrastructure length while also increasing average lot size. Covered platting gains efficiency by exceeding the minimum setbacks of the regulations. This is why homes are generally setback more than the minimums in both front and rear yards. The streetscape becomes an exciting park-like setting void of monotony, as indicated by the darker green shading on the site plan. Average side yards also increase when homes are at angles to each other. For homes without garages the parking is on the sites of the homes in a zero-lot line style with 'use' easement to allow parking. This method creates a more attractive and less vehicular cluttered neighborhood. Expanded views from within the homes increase because of the extra space and the angled relationships between the homes. The front setback line defines where the home will be built indicated by an extra side yard dimension to the setback when it is beyond the regulator minimum. The extra setback also allows an elegant and inviting meandering walk system set in public access easements. The total 'coved' front yards is 8.77 acres (21% of the total site area).



**SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 7, 2023	Submitted petition for annexation	
October 17, 2023	Resolution to City Council on accepting petition of voluntary annexation	
October 17, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for November 2, 2023. (16 days)	TGC 43.0671
October 27, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on <u>October 27, 2023</u>, for publication <u>November 1, 2023</u> Post notice of public hearing on city's website and maintain until hearings are complete School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
October 27, 2023	Legal notice for Public Hearing Published for the date of November 1, 2023 (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 21, 2023	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 21, 2023	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 46.92 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOTS 13, 14, 15 AND 16, BLOCK 1, JOHN CLOSER, SUBDIVISION AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS AND IS LOCATED AT 5300 SOUTH RAUL LONGORIA ROAD, AS REQUESTED BY RIO DELTA ENGINEERING ON BEHALF OF HOLLYWOOD DEVELOPMENT AND CONSTRUCTION LLC, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on October 17, 2023, the City Council accepted a petition from Hollywood Development and Construction LLC., for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

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

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

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

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

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

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

SECTION IV: Upon annexation the herein described property shall be zoned Residential, Urban and Townhome (RU) District by the City Council of the City of Edinburg.

SECTION V: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION VI: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 46.92 acres tract of land, more or less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

EXHIBIT "A"
TRACT 1 – 46.92 ACRES
OUT OF LOT 13, 14, 15 AND 16, BLOCK 1
JOHN CLOSNER, ET. AL, SUBDIVISION
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOTS 8 AND 9, BLOCK 51,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
VOLUME 1, PAGE 24-26, MAP RECORDS OF
HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING 46.92 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 46.92 ACRES BEING OUT OF LOTS 13, 14, 15 AND 16, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND SAID 46.92 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, J&M No. 2, RECORDED UNDER INSTRUMENT NUMBER 2761272, MAP RECORDS OF HIDALGO COUNTY TEXAS, SAME BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF LOTS 3 AND 4, OF SAID J&M No. 2, AND THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 3, A DISTANCE OF 208.71 FEET TO A 1/2-INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 3, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS SAID LOT 14, BLOCK 1, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 137.74 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS SAID LOT 14, BLOCK 1, TO THE NORTHWEST CORNER OF LOT 2 OF SAID J&M No. 2, A DISTANCE OF 20.00 FEET A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE WEST LINE OF SAID LOT 2, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 2, A DISTANCE OF 100.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ACROSS THE SAID LOT 14, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET, TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS SAID LOTS 14 AND 15, BLOCK 1, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426) PASSING AT A DISTANCE OF 80.00 FEET, THE SOUTH LINE OF SAID LOT 14 BLOCK 1, SAME BEING THE NORTH LINE OF SAID LOT 15, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 579.60 FEET TO A TO A 1/2 -INCH IRON ROD FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 15 BLOCK 1, AND LOT 9 BLOCK 51, SAME BEING ALONG THE SOUTH LINE OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 1726952, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, FOR A TOTAL DISTANCE OF 1,621.20 FEET TO THE SOUTHEAST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR A CORNER OF THE HEREN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, SAME BEING ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.60 FEET, A 1/2 -INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 502.60 FEET TO A CALCULATED POINT AT THE NORTH RIGHT-OF-WAY LINE OF E ALBERTA ROAD, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 8, BLOCK 51, SAME BEING ALONG THE EXISTING NORTH RIGHT-OF-WAY OF ALBERTA ROAD, A DISTANCE OF 50.00 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 60.00 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2- INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,357.50 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ALONG THE SOUTH LINES OF SAID LOTS 15 AND 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 40.00 FEET, A 1/2 -INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET A 1/2 -INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 1,546.00 FEET, THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK , AND CONTINUING FOR A TOTAL DISTANCE OF 1,586.20 FEET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOT 16, BLOCK 1, SAME BEING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 698.80 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 26' 32" W ACROSS THE SAID LOT 16, BLOCK 1, TO THE SOUTHEAST CORNER OF LOT 1, STARLIGHT SUBDIVISION, RECORDED UNDER INSTRUMENT NUMBER 3045648, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ALONG THE EAST LINE OF SAID LOT 1, SAME BEING THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE NORTHEAST CORNER OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26' 32" E ACROSS THE SAID LOT 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 33' 28" E ACROSS THE SAID LOTS 13 AND 16, BLOCK 1, ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 790.70 FEET THE NORTH LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE SOUTH LINE OF SAID LOT 13, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 1,354.15 FEET TO A 1/2- INCH IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 26 32" E ACROSS THE SAID LOT 13 AND 14, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, THE EAST LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE WEST LINE OF SAID LOT 14, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING AND CONTAINING 46.92 ACRES OF LAND, MORE OR LESS.**

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

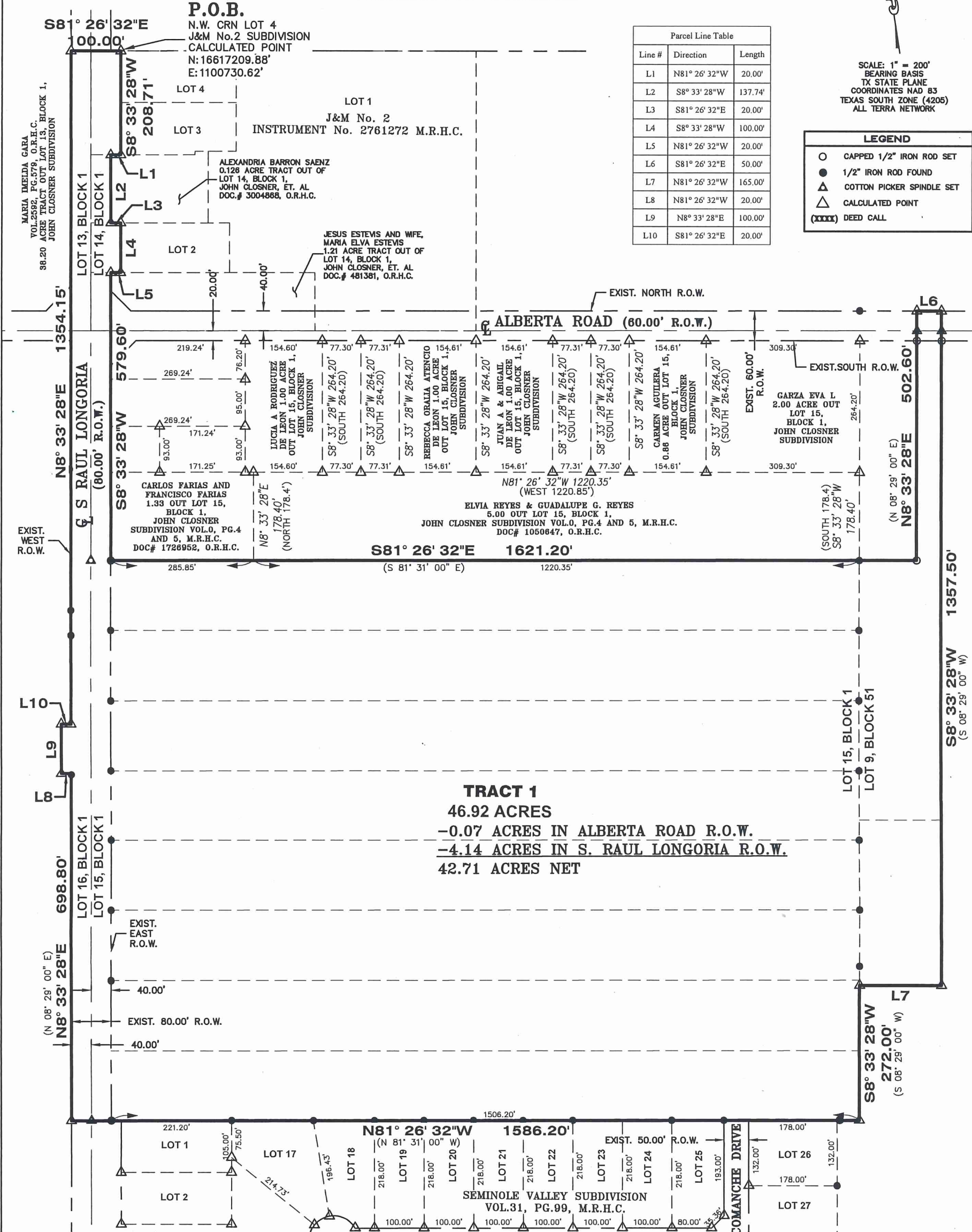


9/13/23

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



EXHIBIT "B"
TRACT 1 - 46.92 ACRES
OUT OF LOTS 13, 14, 15, 16, BLOCK 1, JOHN CLOSNOR, ET. AL, SUBDIVISION
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
VOLUME 1, PAGE 24-26, MAP RECORDS OF HIDALGO COUNTY TEXAS
TO ACCOMPANY FIELD NOTES



SURVEYOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- 2) THE PROPERTY SHOWN IS IN ZONE 'AH', AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0425 C, DATED NOVEMBER 2, 1982.
- 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY MON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7828
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78639
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: SEPTEMBER 2023
PROJECT: SUB 22 033
PAGE: 1 OF 3

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

9/13/23

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

AWARDING OF BIDS

Agenda Item No: 10.A.

Purchase of Police Officer Apparel and Equipment from Galls, LLC

1. Agenda Item:

Consider Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 698-23 in the Amount of \$281,843.00. [Jaime Ayala, Chief of Police]

2. Description:

City staff is requesting the purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract #698-23 in the Amount of \$281,843.00 with the Option to Renew Yearly if Desired Until the BuyBoard Contract Expiration Date of March 31, 2026.

The vendor, Galls, LLC., will create and manage individual online web accounts through their secured site for Police Department Officers. The Edinburg Police Department has conducted business with Galls, LLC., for the past nineteen (19) years and has used their online portal for the past seven (7) years. The Police Apparel and Equipment has been vetted by Police Department Administration.

Uniformed Officers will be limited to a \$1,200.00 clothing allotment per fiscal year and only department authorized items will be purchased. For items that get discontinued, a substitute item will be selected and verified with BuyBoard for compliance verification. Procurement will adhere to federal guidelines and City policy. The purchase will be made through the Texas Local Government Purchasing Cooperative, BuyBoard Contract #698-23. Funding in the amount of \$281,843.00 is available in the General Fund Police Department Budget.

3. Staff's Recommendation:

Approve Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract #698-23 in the Amount of \$281,843.00 with the Option to Renew Yearly if Desired Until the BuyBoard Contract Expiration Date of March 31, 2026.

Reviewed by:

Prepared by:

Jaime Ayala, Police Chief

Attachments:

- A. 2023 Galls PO Rev
- B. Buyboard Compliance Verification
- C. C-408-23 Meet and Confer with Edinburg United Police Officer's Association
- D. Galls Buyboard 698-23 Info
- E. Galls Quote #24869373



CITY OF EDINBURG-CITY COUNCIL

Meeting Date: November 21, 2023

1. **Agenda Item:** Consider the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract #698-23 in the Amount of \$281,843.00 with the Option to Renew Yearly if Desired Until the BuyBoard Contract Expiration Date of 03/31/2026. [Jaime Ayala, Chief of Police]
2. **Description:** The Police Apparel and Equipment has been vetted by Police Department Administration. The vendor, Galls, LLC., will create and manage individual web online accounts through their secured site for Police Department Officers. The Edinburg Police Department has conducted business with Galls, LLC., for the past nineteen (19) years and has used their online portal for the past seven (7) years. Uniformed Officers will be limited to a \$1,200.00 clothing allotment per fiscal year and only department authorized items will be purchased. For items that get discontinued, a substitute item will be selected and verified with BuyBoard for compliance verification. Procurement will adhere to federal guidelines and City policy. The purchase will be made through the Texas Local Government Purchasing Cooperative, BuyBoard Contract #698-23. The supplies will be purchased throughout the 23-24 fiscal year. This purchase will utilize the General Funding budgeted line items in Wearing and Apparel.
3. **Staff's Recommendation:** Approving the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract #698-23 in the Amount of \$281,843.00 with the Option to Renew Yearly if Desired Until the BuyBoard Contract Expiration Date of 03/31/2026. [Jaime Ayala, Chief of Police]

Reviewed by:

Prepared by:
Rogelio Garcia

City Attorney

Finance Director

City Manager

Assistant City Manager

Director

Attachments:

Galls Buyboard 698-23 Info

Buyboard Compliance Verification

Galls Catalog Pricelist Buyboard 698-23

Galls Quote #24869373



Rogelio Garcia <rgarcia@cityofedinburg.com>

Buyboard Compliance Verification Galls Quote #24869373

3 messages

Rogelio Garcia <rgarcia@cityofedinburg.com>
To: contractadmin@buyboard.com
Cc: Delia Jaramillo <djaramillo@cityofedinburg.com>

Mon, Oct 30, 2023 at 2:54 PM

Good afternoon,

We have received this quote and would like to verify if the quote complies with Buyboard Contract #698-23 pricing.



Rogelio Garcia
City of Edinburg

✉: rgarcia@cityofedinburg.com
🌐: cityofedinburg.com



Sign up now for City of Edinburg's [CodeRED](#), to get important notifications and dial [311](#) for any city information/request.

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160K

Contract Admin <ContractAdmin@buyboard.com>
To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Mon, Oct 30, 2023 at 3:30 PM

Information provided is in accordance with vendors awarded BuyBoard contract.

Melonie Perry

Contract Administrator



Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

----- Forwarded message -----

From: Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Mon, 30 Oct 2023 19:54:33 +0000
Subject: Buyboard Compliance Verification Galls Quote #24869373
Good afternoon,

We have received this quote and would like to verify if the quote complies with Buyboard Contract #698-23 pricing.



Rogelio Garcia
City of Edinburg

✉: rgarcia@cityofedinburg.com
🌐: cityofedinburg.com



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2 attachments

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160K

 **Buyboard Compliance Verification Galls Quote #24869373.eml**
242K

Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Iris Alvarado <ialvarado@cityofedinburg.com>

Wed, Nov 1, 2023 at 11:22 AM

For agenda item

Respectfully,

Rogelio Garcia

Special Services Manager

Edinburg Police Department



1702 S. Closner Blvd.
Edinburg, Texas 78539
956.289.7710 O 956.386.1518 F
rgarcia@cityofedinburg.com
[City of Edinburg](#)

[Quoted text hidden]

----- Forwarded message -----
From: Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Mon, 30 Oct 2023 19:54:33 +0000
Subject: Buyboard Compliance Verification Galls Quote #24869373
Good afternoon,

We have received this quote and would like to verify if the quote complies with Buyboard Contract #698-23 pricing.



Rogelio Garcia

City of Edinburg

 rgarcia@cityofedinburg.com

 cityofedinburg.com

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2 attachments

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 **Buyboard Compliance Verification Galls Quote #24869373.eml**
242K



CONTRACT NO.

C-408-23

City Council Approved:

July 6, 2023

To:

Myra L. Ayala, City Manager/Marissa
Belinda Torres, HR Director/Laura C.
Clarice Balderas, City Secretary
Joe Rios, Central Files



From:

mtidwell

Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540

Phone: (956) 388-8923

Fax: (956) 292-2113

Email: mjenkins@cityofedinburg.com

**Meet and Confer Agreement between the City of Edinburg and
Edinburg United Police Officer's Association.**

COMMENTS:

07-21-23 Belinda/Laura, for your files. VIA EMAIL ONLY.

07-21-23 Joe, an original for Central Files.

**The City of Edinburg
and The City of Edinburg Police Officers, by and
through its designated agent, Edinburg United
Police Officer's Association**
(As the Designated Agent for all Police Officers)

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ARTICLE 1 DEFINITIONS

1. ARBITRATION: This process shall be utilized in this “Meet and Confer” Agreement to resolve disputes or issues relating to the meaning of the contractual provisions in this Agreement.
2. CITY: The City of Edinburg, Texas including all agents, employees, officers and elected officials.
3. ASSOCIATION / UNION: Edinburg United Police Officer’s Association.
4. EMPLOYEE I POLICE OFFICER: Any employee appointed in accordance with Section 143.003, Local Government Code except the Police Chief. The Police Chief and non-sworn employees are excluded from receiving wages or benefits as provided under this contract, and therefore are not included within the definition of Employee. For clarification purposes, Assistant Police Chiefs are exempt employees as per the Fair Labor Standards Act and exempt from overtime and call back pay. Probationary employees shall receive benefits and wages as provided in this contract. All Entry-Level Certified Police Officers shall serve a probationary period of twelve (12) months from the date of the beginning of their current employment with their department as a Police Officer or trainee. All Entry-Level Non-Certified Police Officers shall serve a probationary period of eighteen (18) months from the date of the beginning of their current employment with their department as a Police Officer or trainee.
5. CIVIL SERVICE COMMISSION: Civil Service Commission of the City of Edinburg, Texas. Date of incorporation October 30, 1990.
6. CHIEF: Chief of Police of the Edinburg Police Department or his designee in his absence.
7. CIVIL SERVICE ACT: Local Government Code Chapter 143, Municipal Civil Service.
8. MAJORITY BARGAINING AGENT (M.B.A.): The police employee group selected to represent all police officers employed by the City of Edinburg, Texas. The employee group selected as the majority bargaining agent is the Edinburg United Police Officer’s Association.
9. DISCIPLINARY ACTION: Disciplinary action includes, but is not limited to, any adverse action which results in a suspension without pay, demotion, indefinite suspension or an involuntary transfer resulting in a loss of base pay.

ARTICLE 2 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF EDINBURG hereinafter referred to as the “CITY” and the EDINBURG UNITED POLICE

OFFICER'S ASSOCIATION, the representative of all of the Edinburg Police Officers selected to represent these officers for purposes of Meet and Confer, hereinafter referred to as the "ASSOCIATION" to achieve and maintain harmonious relations between the parties in order to provide for an equitable and orderly process that addresses salaries, working conditions, and employee-employer working relations that may arise during the term of this Agreement.

ARTICLE 3 AUTHORITY AND TERM

SECTION 1: Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of Meet and Confer, it shall be the obligation of the Association to serve written notice of the report for Meet and Confer on the Employer no more than one hundred-eighty (180) days prior to the conclusion of the Employer's fiscal year.

SECTION 2: It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, preferably within thirty (30) days after receipt of written notice from the Association, for purposes of bargaining collectively. Such meeting shall be for the purpose of setting dates and procedures for negotiations and shall not be considered a bargaining session for purposes of any applicable statutory dates or deadlines.

SECTION 3: Except as otherwise provided for herein, this Agreement shall be effective on October 1, 2023 and shall remain in full force and effect through September 30, 2026.

SECTION 4: The provisions of this agreement are applicable for the duration of this agreement and upon ratification by the respective parties. Any changes or modifications to this agreement shall be in writing and are only effective upon approval by the City Council and a majority of the employees of the department.

ARTICLE 4 RECOGNITION

SECTION 1. The City recognizes the Association as the meet and confer agent for all Police Officers as that term is defined in the Texas Local Government Code, with the sole exception of the Chief of Police. The term "Police Officer" or "Employee" includes any full time paid employee who is certified by the Texas Commission on Law Enforcement Officer Standards and Education and was hired in substantial compliance with provisions of the Local Government Code, Chapter 143, but does not include civilians or other City of Edinburg employees.

SECTION 2. The Association recognizes the City Manager or his or her designated representative or representatives as the sole representative of the City for the purpose of Meet and Confer negotiations. The Association and the City agree to meet and confer in good faith on those matters, which are subject to negotiation and are presented by either party for negotiation.

ARTICLE 5 PREVAILING RIGHTS

No employee shall be unfavorably affected by the signing of this agreement as to wages, hours, or other conditions of employment that he now enjoys, except as otherwise covered in this agreement.

ARTICLE 6 MANAGEMENT RIGHTS

The parties understand that the management and direction of the working force is vested exclusively in the City as the employer. Subject to prevailing statutes and ordinances, the City retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City as employer. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

The City's right of management shall not be amended or limited by any claim the City has condoned or tolerated by any practice or any acts of any employees, nor by any arbitration decision excluding civil service appeals. The exercise of management rights shall not nullify guarantees specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

ARTICLE 7 PAYROLL DEDUCTION OF DUES

SECTION 1. The City shall deduct on a bi-weekly basis dues from the pay of all police officers who voluntarily authorize dues deductions in writing on a form provided by the City. Police officers must renew their consent to dues deductions every year during the City's open enrollment process, but in any case no later than September 30 of every year.

The Association initially notifies the City as to the amount of the dues fees to be deducted. Such notification will be certified by the City in writing over signature of the authorized officer or officers of the Union. If dues increase, the Association shall notify the City as to the new amount to be deducted.

SECTION 2. The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the City for the purpose of complying with Section 1 of this Article including the negligence of the City and its officers or employees.

SECTION 3. It is understood by the City and the Association that payroll deduction of dues described above shall be for the period of the existence of an executed Agreement between the City and the Association. The City shall not grant payroll deduction or direct deposit of dues to any employee organization that is eligible to be the bargaining agent for the Edinburg Police Officers without the express written consent of the Association.

SECTION 4. The City shall grant the Association direct deposit for all deductions collected for the purpose of complying with this Article on the Association's behalf at City's actual cost.

SECTION 5. The City shall grant the Association one additional payroll deduction slot.

ARTICLE 8 INSURANCE

SECTION 1. The City shall provide all classified employees of the Edinburg police department with hospitalization and medical insurance policies equivalent to that of the other city employees.

SECTION 2. Life insurance shall be provided at no charge to the employee for an amount of \$10,000.00.

SECTION 3. Retired employee insurance: The City shall allow T.M.R.S. retired employees to be eligible for group health care benefits under provisions of law or applicable insurance contract after 20 years of consecutive service with the City. The benefits of such insurance shall be the same as for the active employees, as such benefits may be increased or decreased from time to time. The retiring employee must notify the City at least thirty (30) days prior to retiring, of his/her intention to continue to be a participant in the group health program.

SECTION 4. The employer shall pay one-hundred percent (100%) of the full premium for single coverage from the date of retirement through the date on which the employee becomes eligible for Medicare, or upon enrollment in an alternative primary group health insurance program through another employer, whichever comes first. To be eligible for this Section, the retiring officer must have twenty (20) years of service with the City of Edinburg, Texas.

ARTICLE 9 RETIREMENT (T.M.R.S.)

SECTION 1. The City agrees to continue its 20-year retirement plan with the Texas Municipal Retirement System. The contribution rate by the employee shall continue to be seven percent (7%) of the employee's salary which the City will match at a ratio of 2 to 1. The City agrees to continue with annuity increases (70%) for retirees.

ARTICLE 10 OVERTIME AND CALL BACK

SECTION 1. All hours worked in excess of forty (40) hours per work week, shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

SECTION 2. Employees who are called back to work when off duty shall be guaranteed a minimum of three (3) hours pay at a rate consistent with the hours worked during the current work period. Call back work does not include special events or being called back within an hour of going off duty to complete required work that was not completed prior to going off duty (unless the Employee was ordered to go off duty by a supervisor). Special events are City organized events and events that fall under Article 31. If a special event is cancelled without notice prior to its scheduled start, Employees assigned shall receive two (2) hours pay at a rate consistent with the hours worked during the current work period.

SECTION 3. Any pay under a grant program shall be paid at the officer's overtime rate, if the grant allows, regardless of the number of hours worked during the week.

ARTICLE 11 SICK LEAVE

SECTION 1. All sick leave accruals shall be covered by applicable provisions of the Local Government Code, Chapter 143.

SECTION 2. The maximum accumulated sick leave that will be paid to retiring officers is 1200 hours. The officer must have provided a minimum of twenty (20) years of continuous service to the City of Edinburg.

SECTION 3. The maximum accumulated sick leave that will be paid to terminating officers who have not reached their twenty (20) year service anniversary is 720 hours. For purposes of this Section 3, "terminating" includes a transfer to a non-civil service position, such as a transfer to Chief of Police.

ARTICLE 12 FUNERAL LEAVE

SECTION 1. During the thirty (30) calendar days following the date of the death of an immediate family member, members of the department shall be granted twenty (24) hours special leave of absence with pay. The term immediate family shall include: father, mother, grandparent, wife, husband, son, daughter, sister, brother, or grandchildren of either an employee or an employee's spouse.

SECTION 2. All leaves under this clause shall be approved by the Chief or his designated representatives.

ARTICLE 13 HOLIDAYS

SECTION 1. Any holiday designated by the City for all City employees shall be official holidays under this Article. However, for the avoidance of doubt and to provide clarity, days that the City designates as the observance of a holiday that does not fall on the actual holiday date (such as designating Monday as the Christmas holiday for City employees when Christmas Day falls on a weekend day) are not considered holidays under this Article. The actual holiday date, and only the actual date, are holidays for purposes of this Article.

SECTION 2. If an official holiday falls on an employee's day off, the employee shall be compensated eight (8) hours of pay at the employee's regular rate.

ARTICLE 14 VACATION

SECTION 1. Vacation allowance shall be earned annually (based upon a monthly accumulation) based upon the following schedule:

1. 120 hours of vacation with pay per year after completion of one (1) year of service with the Edinburg Police Department earned at a rate of 10 hours per month.
2. 144 hours of vacation with pay per year after completion of twelve (12) years of service with the Edinburg Police Department earned at a rate of 12 hours per month.

SECTION 2. Employees are permitted to carry a maximum of 196 hours of accrued vacation leave over from one fiscal year to the next.

SECTION 3. Vacation time off will be granted in accordance with policy as established by the Chief of Police.

SECTION 4. Retiring officers will be paid all accrued vacation hours at the time of retirement.

ARTICLE 15 CLASSIFICATION

SECTION 1. The Police Department will have the following four (4) classifications below the rank of department head:

1. Assistant Chief
2. Lieutenant
3. Sergeant
4. Police Officer

SECTION 2. Classifications of Police Officer, Sergeant, and Lieutenant shall remain as non-exempt employees. The Assistant Chief classification shall remain an exempt employee.

Officers must have a minimum of five (5) continuous years of service as a police officer with the Edinburg Police Department prior to testing for rank of sergeant. For the purposes of this section, an officer's probationary period counts toward the 5 years of service.

SECTION 3. Texas Local Government Code §143.014 is inapplicable to at least one (1) of the positions of Assistant Chief. For clarity, at least one of the Assistant Chief positions must follow the civil service testing process proscribed by state law. For the other Assistant Chief position (hereafter the "Appointed Assistant Chief"), Texas Local Government Code §143.014, allowing for appointment of an Assistant Chief, applies. However, in addition to requirements under §143.014, the following process must be used for appointment to Assistant Chief:

1. When a vacancy occurs for an appointed position of Assistant Chief, the Department Head will, within fourteen (14) days, request that the City's Human Resources post for applications (except as allowed under part 5 below).
2. Only officers who have obtained the rank of Lieutenant may apply for the appointed position (unless otherwise allowed under this Section) and must tender an application as directed by Human Resources within fourteen (14) days of the first posting for applications.
3. If no Lieutenant submits an application during the period allowed above, the Department Head shall post a revised request for applications within fourteen (14) days. The revised request shall include the date and time it was first posted. During the second application period, officers who may apply are those who have obtained the rank of (a) Sergeant and have held such rank for at least five (5) years at the time of the revised posting for applications or (b) Lieutenant. Such applicants must tender an application as directed by Human Resources within five (5) business days of the revised posting.
4. The Department Head must appoint an officer to the position of Assistant Chief within ninety (90) calendar days of the vacancy occurring.
5. The above process of appointment shall not apply if the Department Head is serving as an interim, as designated by the City Manager. In such circumstances, any appointed Assistant Chief vacancy shall remain vacant until a permanent Department Head is appointed. At such time, the Department Head must post a request for applications pursuant to this Section within ten (10) business days of his or her appointment. For clarity, a vacancy of the non-appointed Assistant Chief position shall be filled pursuant to civil service testing procedures proscribed by state law even under these circumstances.

SECTION 4. If an eligibility list does not exist for the purposes of promotions to the rank of sergeant, lieutenant, or assistant chief on the date a vacancy occurs or is created, the civil service commission shall hold an examination to create a new eligibility list within 90 days and no sooner than 75 days after the date the vacancy occurs or is created.

ARTICLE 16 EVERGREEN CLAUSE and SAVINGS CLAUSE

In the event the City and the Association are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated in Article 3, all terms of the current Agreement shall remain in full force and effect until resolved by the impasse provisions contained herein.

If any provisions of this agreement or application of such provisions should be rendered or declared invalid by any court of competent jurisdiction or by any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and in effect for the duration of this agreement.

ARTICLE 17 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

ARTICLE 18 CIVIL SERVICE RULES

SECTION 1. To the extent that any provision of this agreement conflicts with or changes Chapter 141, 142, 143 of the Texas Local Government Code, the Edinburg City Charter, Texas Election Code or any other statute, local ordinance or rule, this Agreement shall supersede such provisions.

SECTION 2. Objective. To modify existing Chapter 143 of the Texas Local Government Code procedures to expand the pool of eligible candidates that the City may draw from in hiring law enforcement personnel and to expedite the hiring process.

- A. Civil Service Commission shall continue to constitute a certified list in accordance with Chapter 143, Texas Local Government Code requirements; provided, however, that upon application by Chief of Police the Civil Service Commission may, in its discretion, authorize that a second eligibility list can be certified, even if an existing eligibility list has not expired or been exhausted.
- B. The only restriction on the Civil Service Commission under this section shall be that a second eligibility list will only be certified when the existing certified eligibility list contains less than fifteen (15) names.
- C. The second certified Eligibility List will be utilized upon expiration or exhaustion of the first certified eligibility list.

ARTICLE 19 SALARIES, LONGEVITY, AND INCENTIVE PAY

SECTION 1. Except as otherwise provided in this Agreement, compensation for police officers shall be paid pursuant to this article.

	2023-2024	2024-2025	2025-2026
Police Officer 1 (non-certified)	\$40,216.90	\$41,423.41	\$42,666.11
Police Officer 1 (certified)	\$53,950.10	\$55,568.60	\$57,235.66
Police Officer 2	\$65,989.34	\$67,969.02	\$70,008.09
Police Officer 3	\$70,058.63	\$72,160.39	\$74,325.20
Sergeant	\$79,822.90	\$82,217.59	\$84,684.12
Lieutenant	\$87,736.38	\$90,368.47	\$93,079.52
Assistant Chief	\$96,522.66	\$99,418.34	\$102,400.89

The City of Edinburg will provide academy training costs for Police Officer 1 (non-certified). If an officer is entering as a Police Officer 1 (certified), then the next level of advancement shall be to Police Officer 2. An officer shall advance from Police Officer 1 to Police Officer 2 upon completion of the probationary period prescribed by Article 1 herein.

An officer advances to the level of Police Officer 3 after completion of ten (10) years of service.

SECTION 2. Longevity Pay.

Longevity Pay shall be paid at a rate of \$54.00 per year of service.

SECTION 3. Seniority Pay.

In addition to other compensation provided by this agreement, officers shall receive seniority pay according to the following:

After 3 years of employment	\$ 2,500/year
After 5 years of employment	\$ 4,500/year
After 8 years of employment	\$ 7,000/year
After 11 years of employment	\$ 8,500/year
After 13 years of employment	\$ 10,500/year
After 15 years of employment	\$ 12,000/year
After 17 years of employment	\$ 13,000/year
After 19 years of employment	\$ 15,000/year

SECTION 4. Certification Pay.

When an officer demonstrates achievement of one of the following certifications, the officer shall receive the following compensation consistent with each certification. Certification

pay is not cumulative upon reaching the next higher classification. The officer shall receive only the compensation for the highest achieved certification.

Intermediate Peace Officer	\$ 1,000/year
Advanced Peace Officer	\$ 1,400/year
Master Peace Officer	\$2,000/year

SECTION 5. Assignment Pay.

Officers while assigned to certain units of the department shall be eligible for assignment pay in accordance with this section. Officers may be assigned to multiple assignments and shall be compensated for up to two (2) assignments, in accordance with this section.

Level 1 Level 1 shall be limited to officers who hold positions as Intoxilyzer Operators, DRE, fitness specialists, SWAT, Drone Operators, Mental Health Officers, Bike Patrol, Hostage Negotiator, and Honor Guard.

\$ 1,500/year

Level 2 Level 2 shall be limited to officers assigned to Criminal Investigations, Training Division, Traffic Investigations, Community Oriented Policing Division, Motorcycle Officers, K-9 Officers, Field Training Officers, and Patrol with at least 5 consecutive years assigned.

\$2,500/year

A police officer must have no less than 3 years of continuous service as a certified officer with with the Edinburg Police Department before they are eligible for transfer to any specialized assignment. For the purposes of this article, a specialized assignment is any assignment other than regular patrol. If no officer with at least three (3) years of continuous service is available for assignment to the specialized assignment of “motorcycle patrol,” “SWAT” or “Honor Guard”, an officer with no less than two (2) years is eligible for transfer to that particular specialized assignment.

SECTION 6. Shift Differential.

Any officer working within the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of one dollar (\$1.00) per hour.

No police officer may be assigned to work a shift between the hours of 6:00 p.m. and 6:00 a.m. for more than four (4) consecutive months nor more than nine (9) total months in a calendar year unless the police officer volunteers or agrees to do so in writing on a form prescribed by the City.

SECTION 7. Clothing Allowance.

- A. Non-Uniformed Positions: Any officer who transfers or promotes from a uniformed position to a non-uniformed position, will be eligible for a Clothing Reimbursement in the amount up to \$1,200 per fiscal year. All items purchased above \$250 shall be approved by the Department Head. Said clothing reimbursement shall be discontinued upon the officer's reassignment to the uniformed services.
- B. Uniformed Positions: Upon the 1st anniversary date of being assigned to a uniformed division, the officer will be eligible for a Clothing Allotment of up to \$1,200 per fiscal year. In addition to this Clothing Allotment, Officers assigned to the K-9 Division will receive three (3) BDU and three (3) polo shirts per fiscal year. In addition to this Clothing Allotment, Officers assigned to the Motorcycle Detail will receive One (1) pair of boots per fiscal year and one (1) helmet as needed under the discretion of the Department Head.
- C. This allotment shall be in effect for the fiscal year in which it is granted and will not carry over.
- D. Officers may not receive both a Non-uniformed Clothing Allotment and a Uniformed Clothing Allotment within the same fiscal year, but are eligible for any unused portion of either allotment up to \$1200 if transferred from one type of clothing position to another.
- E. Only items in this section will be eligible for clothing reimbursement in ~~respective~~ non-uniformed positions unless approved by the Department Head:.
 - a. Pants
 - b. Shirts
 - c. Dresses/skirts
 - d. Footwear
 - e. Suits
 - f. Jackets/coats
 - g. Gloves
 - h. Belts
 - i. Ties
- F. Items eligible for clothing reimbursement for uniformed positions will be determined by the Department Head's uniform selection.
- G. To receive such allotment, the officer must follow the process for requesting such allotment as approved by the Department Head.

SECTION 8 Pay Plan Adjustment.

If City increases the annual compensation of a majority of City employees more than the base pay percentage increase provided by this Agreement, then the employees covered by this Agreement shall receive the same percentage increase in annual compensation.

SECTION 9 Education Pay.

Education Pay shall be provided as a component of pay from State Accredited College or University. Current employees shall continue to receive education pay in accordance with the following table for the duration of this Meet and Confer Agreement:

<u>College Hours Completed/Degree Earned</u>	<u>Annual Education Pay</u>
Associates Degree	\$1,200
Bachelor Degree	\$ 1,700
Master Degree	\$ 2,500

ARTICLE 20 POLICE OFFICERS EQUIPMENT

SECTION 1. Upon hiring of new officers and upon qualification by the officer where required, the City agrees to equip such officers with the items specified in this section at no cost to the officers:

- One (1) Service Pistol
- Three (3) magazines for service pistol
- One (1) magazine pouch for two (2) magazines for service pistol
- Ammunition for service pistol and magazines
- One (1) Sam Brown belt or an alternate duty belt
- One (1) duty holster
- Four (4) Belt Keepers
- One (1) Uniform Badge
- Departmental Identification Card
- Keys necessary to perform assigned duties
- One (1) body armor and front cover
- One (1) set of handcuffs with key
- One (1) handcuff case
- One (1) portable radio
- One (1) radio holder
- One (1) approved impact weapon and holder
- One (1) flashlight and charger
- One (1) flashlight holder
- Five (5) uniform shirts and pants
- Two (2) long sleeve uniform shirts and one (1) tie
- One (1) police rain coat and rubber boots
- One (1) winter jacket
- One (1) OC canister

- One (1) OC canister pouch
- One (1) reflective traffic safety vest
- One (1) hobble
- One (1) pair of frisk gloves
- One (1) uniform nametag
- One (1) fingerprint kit
- One (1) medical kit

SECTION 2. In addition to the equipment listed in SECTION 1, and upon qualification by the officer where required, the City agrees to equip such officers assigned as investigators with the items specified in this section at no cost to the officers:

- One (1) tactical body armor cover (for existing armor issued above)
- One (1) plain clothes carry holster
- One (1) plain clothes carry handcuff case and magazine holder

SECTION 3. The City shall provide cleaning of officer's assigned uniforms at no cost to the employee. Such cleaning service is limited to officers and investigators dress shirts and pants normally used in the performance of their duties (excluding jeans, knit shirts and pullovers) and five (5) uniforms (five shirts and five pants) a week for uniform services. Five (5) sets of shirts and pants.

SECTION 4. The City shall replace all defective or damaged equipment provided that damage is a result of performance of duty or normal wear and tear.

SECTION 5. All employees who are assigned to non-uniformed positions shall be provided 2 pieces per year if requested.

SECTION 6. The City agrees that officers are permitted to wear weight bearing vests while on duty, subject to standards established by the Department Head. Such vests will be selected by Agreement between the Association and the Department Head and may be purchased with the officer's clothing allowance or at their own expense.

ARTICLE 21 NONDISCRIMINATION

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Association. Nothing in this Agreement shall interfere with any police officer's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual harassment or disability with the Texas Commission on Human Rights or the Equal Employment Opportunity Commission.

ARTICLE 22 HOURS OF WORK AND OVERTIME COMPENSATION

Employees covered by this Agreement are normally scheduled to work an 8-hour work day during a forty (40) hour week work cycle. City of Edinburg will allow the Association input on different work cycles, but the implementation of different work cycles is City of Edinburg's exclusive management right.

All overtime shall be calculated in time by going to the nearest quarter hour, backward or forward as applicable.

Any officer required to attend in-service training equivalent to a full shift, shall have that period of time to serve as part of his normal shift, and shall not be required to double up on his work hours, unless an emergency exists.

The employee may accept an offer of compensatory time (hereinafter referred to as "comp-time") at the rate of time and one-half (1½) in lieu of cash compensation of overtime hours worked. Employees will be allowed to accumulate no more than 75 days (600 hours) of Comp-time, which can be carried over from year to year. No employee shall be forced to use his comp-time if the accumulated days are less than 75 days (600 hours).

ARTICLE 23 DISCIPLINARY ACTIONS

Appeals filed as a result of disciplinary actions shall be governed by the current applicable sections of Chapter 143 of the Texas Local Government Code.

ARTICLE 24 PERSONNEL FILES AND DISCIPLINARY RECORDS

SECTION 1. The Director of Civil Service shall be the custodian of personnel files and will comply with the requirements of applicable law.

SECTION 2. Upon request of an officer, the officer's disciplinary records will be purged in accordance with the following guidelines:

- (a) After twenty-four (24) months of discipline free service, the officer's choice of one record of counseling, warning, reprimand.

SECTION 3. Upon request of an officer and concurrence with City Manager, the officer's disciplinary records will be purged in accordance with the following guidelines:

- (a) After thirty-six (36) months of discipline free service and upon City Manager's approval, one record of one (1) to ten (10) day suspension.
- (b) After forty-eight (48) months of discipline free service and upon City Manager's approval, one record of ten (10) to fifteen (15) day suspension.
- (c) No more than one disciplinary action may be purged during a forty-eight (48) month period.

SECTION 4. An employee shall be permitted to view his/her personnel file(s) after making written request to the custodian who maintains possession of the requested file.

ARTICLE 25 INVESTIGATION OF OFFICER MISCONDUCT

The Chief of Police has established internal disciplinary procedures for the purposes of disciplining, suspending or terminating officers. Such disciplinary procedures as written on 10-01-2006 or as amended thereafter shall be followed by the Chief of Police and the Department in accordance with the Disciplinary Procedure Guidelines in the Edinburg Police Department's Rules, Regulations, and Policy Manual unless otherwise specified in this agreement. However, nothing contained in this Article shall pre-empt the provisions of Texas Local Government Code §143, Texas Government Code §614, or any other statute unless specifically stated herein.

Any disciplinary action initiated by the Chief of Police shall be in accordance with the Edinburg Police Department's Rules, Regulations, and Policy Manual unless otherwise specified in this agreement.

ARTICLE 26 CONTRACT DISPUTE PROCEDURES

- A. A "contract dispute " or "dispute" is defined as a claim that an express provision of this Agreement has been violated, excluding disciplinary matters and matters subject to Civil Service jurisdiction that are not based upon a specific provision of this agreement. Only disputes involving the interpretation, application or alleged violation of a specific clause of this agreement may be submitted to the contract dispute procedure.
- B. Any employee or group of employees in the bargaining unit are encouraged to discuss any alleged dispute with their supervisor up to and including the Chief of Police without invoking the formal dispute procedure called for in this Article. It is, however, the employee's responsibility to file the formal dispute within 10 business days of the employee's knowledge of the facts that give rise to the dispute.

C. Contract Dispute Steps:

Step 1: A formal dispute must be initiated by any disputing member of the bargaining unit. The disputing member shall state the dispute in writing. The disputing member, or his representative, must sign and date the written dispute and reference the applicable provisions of this Agreement that the member believes the City has violated. The disputing member shall present all materials to the person designated by the Association within ten (10) business days after the day the member knew or should have known the facts that gave rise to the dispute. Failure to present the dispute in the manner and within the time set forth

herein shall result in the City not considering the dispute. In such case, the parties shall consider the dispute settled by the Employer's last position.

The Association shall accept or reject the dispute within twenty (20) business days of receiving said dispute from the disputant. It shall be presumed that if the Association accepts and files the dispute to Step 2 within thirty (30) business days of the date the member knew or should have known the facts that gave rise to the dispute, that the time limitation for filing the dispute at the first two steps have been met. If the Association rejects the dispute, said dispute shall be considered to be resolved and no further action taken.

Step 2: If the dispute is accepted by the Association in Step 1, the Association shall submit the dispute to the Police Chief, who shall attempt to resolve the dispute to the satisfaction of all parties concerned. The Police Chief shall answer, in writing, no later than ten (10) business days following receipt of the written dispute.

Step 3: If the Association is not satisfied with the answer obtained in Step 2, the Association shall give written notice to the City Manager of intent to mediate the dispute. The Association shall provide such written notice to the City Manager no later than ten (10) business days after receiving the Police Chief's response. Within twenty (20) business days after filing the notice to mediate with the City Manager, the City Manager may settle the dispute in a manner acceptable to the Association or the parties may agree upon a mediator. If the dispute is not settled or the parties fail to select a mediator during the twenty (20) business days after notice to the City Manager, either party may request the mediator to be selected through the American Arbitration Association in accordance with the procedures of said agency. Any costs of said proceeding shall be borne equally by the City and the Association.

Step 4. If the dispute remains unsolved after Step 3, the Association shall decide whether to pursue the case to binding arbitration and notify the City Manager thereof, in writing, no later than fifteen (15) days after the conclusion of Step 3. If the parties cannot mutually agree to an arbitrator, the Association shall request a list of seven (7) names National Academy of Arbitrators members from the American Arbitration Association.

- D. Failure of the disputing member or the Association to comply with the time limits set forth above shall serve to declare the dispute as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the time limits shall constitute a denial of the dispute.
- E. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the dispute procedure of this Agreement:

1. Any dispute that is not filed in accordance with the provisions set forth above or that does not meet the definition of a contract dispute or dispute as set forth in Section A of this Article; or
 2. Any matter that would require a change from the wages, rates of pay, hours of work, dispute procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement; or
 3. Any matter that is not covered by this Agreement, any management rights, unless such rights are limited by a specific provision of this agreement; or
 4. Any matter specifically covered by the City Charter of Edinburg, City Ordinances of Edinburg, and the statutes and constitutional provisions of the State of Texas, unless such provisions are specifically preempted by this agreement.
- F. It is understood and agreed by all parties that “business days” does not include Saturdays, Sundays or holidays recognized by the City.
- G. If arbitration is chosen under Step 4 of Section C of this Article, the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the meaning of a specific contract provision in this “Meet and Confer” Agreement.

ARTICLE 27 DRUG TESTING

SECTION 1. Upon execution of this agreement, all Police Officers shall be subject to the Department’s Alcohol and Drug Policy of the Edinburg Police Department Rules, Regulations, and Policies Manual.

SECTION 2. Drug testing will be conducted using a laboratory certified by the Department of Health and Human Services. Chain of custody procedures will be followed to account for the integrity of each urine sample by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

SECTION 3. The initial test (also known as a screening test) shall be an enzyme immunoassay screen (EMIT) to eliminate “negative” urine specimens from further consideration.

SECTION 4. If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test shall be independent of the initial test and use a different technique and chemical principle from that of the initial test to ensure reliability and

accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

SECTION 5. The Chief shall designate a testing officer with full authority to order personnel compliance to oversee the integrity of the drug-testing procedures and general administration of this policy. The testing officer's specific responsibilities and duties shall be established by the Chief. Human Resources personnel will be contacted to oversee the integrity of the drug testing process.

SECTION 6. Drug Testing under this policy shall include:

- (a) Pre-employment: All employment is contingent upon passing a drug test.
- (b) Assignment: Any police officer given any Level 1 or Level 2 assignment must pass a drug test prior to such assignment. Additionally, all police officers shall be subject to periodic testing pursuant to City policy.
- (c) Reasonable Suspicion: If individualized reasonable suspicion exists that any police officer has used or possessed an illegal drug or unauthorized controlled substance or has violated the alcohol- related provisions of this policy, the Chief may order the police officer to submit a urine and/or breath/saliva specimen for alcohol and/or drug testing.
- (d) Physical Examination or Return to Duty: A drug and alcohol test shall be included in every physical examination conducted by the City Medical Advisor when a police officer returns to duty from injury, disability or personal sick leave of more than thirty (30) calendar days.
- (e) Promotion: Appointment for promotion shall not become effective until the eligible police officer has passed a drug test.
- (f) Post Accident: Any police officer who, while operating a city vehicle, is involved in a motor vehicle accident. The test shall be performed as soon as possible after the accident.
- (g) Random Testing: The department shall, every quarter, randomly test at least eight percent (8%) of all police officers.

SECTION 7. Any Officer who is disciplined as a result of testing under this agreement is entitled to all appeals he/she is entitled to for any other disciplinary action.

ARTICLE 28 POLICE OFFICER BILL OF RIGHTS

SECTION 1. Employees being questioned by internal affairs or a supervisor as an object of investigation which a reasonable person could believe will lead to removal or

suspension shall be entitled to the following privileges insofar as feasible under the circumstances and upon request of the employee:

- (a) Questioning at a police station unless another location is warranted by the facts;
- (b) A copy of the complaint prior to questioning or the order to provide a written statement;
- (c) Forty-eight (48) hours to respond in writing to allegations made against the officer;
- (d) Forty-eight (48) hours advance notification of internal affairs intention to interview an officer about allegations made against the officer;
- (e) Afforded all other rights applicable to police officers in Chapter 143 of the Texas Local Government Code and Texas Government Code §614;
- (f) The forty-eight hours response time and advance notification shall not be counted between 12:00 noon on Friday until 8:00 a.m. the following Monday, or during a holiday;
- (g) Right to the presence of an association board member and/or legal counsel of the officer's choice during questioning if so requested by the officer;
- (h) The City shall not disclose the police officer's civil service "G" file to anyone outside the police department and all relevant requirements of Chapter 143 shall prevail to internal departmental disclosures. The City may also comply with all Texas & Federal laws and orders regarding production of information pertaining to police officer's "G" file.

SECTION 2. This article shall in no way infringe upon the Employer's right and power to fully investigate matters it deems important.

SECTION 3. This Article shall in no way infringe upon the Employer's right and power to discipline employees.

SECTION 4. If the Employer violates any of the provisions of this Article, such violation may be considered by the fact finder in a disciplinary appeal.

SECTION 5. This article does not pre-empt Texas Government Code §614.

ARTICLE 29 LABOR RELATIONS COMMITTEE

SECTION 1. *Purpose:*

The Association and the City acknowledge that a harmonious working relationship is essential to the success of this Agreement, and the first basic tenet of such a working relationship involves cooperation and mutual recognition of each other's positions with regard to issues that affect officers. To such end, a Labor Relations Committee shall be established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner. This forum is not for purposes of embarrassment or castigation of one party against the other. Moreover, this cooperation and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives and decision making authority. Neither the Chief, the Employee Union Representative, nor the City is bound to implement any resolution recommended by the committee.

SECTION 2. *Structure:*

The Labor Committee shall consist of six (6) members, three (3) who shall be appointed by the Association. There are no qualifications for appointment other than membership in the Union. Three (3) management appointments shall be made at the discretion of the Chief of Police. However, only officers who have obtained the rank of Lieutenant or higher are eligible for such appointment.

SECTION 3. *Meetings:*

The Committee shall meet regularly as needed at an agreed upon date, time and location. Special called meetings may be held in the interim at the call of the Chief and be limited to issues requiring special consideration. A quorum is not required for action to be authorized by Committee. Meetings will not be conducted so as to be subject to the Open Meetings Act. The business of the meeting shall be conducted informally in an atmosphere conducive to the open, candid and constructive discussion of issues. The Committee shall be responsible for making recommendations on issues that affect officers, responding to requests for input from the Chief, the joint development presentation of the mandatory TCOLE continuing, in-service training course mandated by state law, proffering issues that affect the health and safety of officers, including but not limited to equipment, working conditions, and identifying and suggesting ways to improve the effectiveness of police officers, increase professionalism and develop pride in the police services of the City of Edinburg. Individual disciplinary cases will not be discussed.

ARTICLE 30 NO STRIKE - NO LOCK OUT

The Association agrees that it shall not authorize, ratify, encourage, or otherwise support any strike, slow-down, sick-out, nor any other form of work stoppage or interference with business of the City and shall cooperate fully with the City in preventing and/or halting any such action. The City agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

Should the Association violate this provision, the City reserves the right to assert any remedies available to it (at law, in equity, or otherwise) in such forum(s) as may be appropriate.

The Association agrees that it will not support or assist in any manner any Association member or any other employee who violates this Article. Such agreement includes, but not limited to, the agreement not to provide representation for such person in the event of disciplinary action for violation of this Article and not to approve nor put forward any grievance on behalf of any such persons.

ARTICLE 31 USE OF SWORN PERSONNEL AT CITY FACILITIES

SECTION 1. The City shall utilize only sworn Edinburg officers for the purposes of providing security, crowd control, and other police-related activities at all City facilities that are rented for special events. The City shall include in every contract for the use of every City facility that any vendor or lessee using said facility shall use only sworn off duty Edinburg Police Officers. Officers working at these facilities shall be compensated at a rate of 1½ times their normal rate of pay. The scheduling for extra duty assignment at these events shall be coordinated by the Extra Duty Employment Committee established by the Association.

The Chief determines the force required for these events when more than 3 officers are required to be present. For events when 3 or less officers are required, only one supervising officer may be assigned.

SECTION 2. For the purposes of this section, City Facility is defined as the following places.

1. Auditorium
2. Municipal Park
3. Fountain Center
4. Activity Center
5. Any other facility that serves alcohol and is rented or leased by any person or group other than non-profit organizations.

ARTICLE 32 REAPPOINTMENT AFTER RESIGNATION

A Police Officer who leaves in good standing with the City may be offered reappointment by the Chief of Police to a classification not higher than Police Officer without taking another departmental entrance examination if the officer requests such reappointment in writing, the request for reappointment is submitted within one year of the effective date of the officer's resignation, the officer meets eligibility for beginning position requirements as set forth in section 143.023 Texas Local Government Code, a vacancy in a classification not higher than Police Officer exists in the department, and the Chief of Police approves the request for reappointment.

Any officer who is reinstated under this section shall be given credit for his/her prior years of service based on the initial date of hire with the Edinburg Police Department for purposes of pay grades, longevity and seniority pay. However, prior years of service will not count toward eligibility for promotions, nor will it be counted when seniority is the basis for shift bidding, days off, vacation requests, and other such internal matters.

ARTICLE 33 IMPASSE PROCEDURES

The parties agree that the Meet and Confer process will begin on June 1 of the same year as the expiration of the contract. In the event that an impasse, as defined in Local Government Code, Chapter 174, (hereinafter referred to as the "Act"), is reached in the Meet and Confer process after submission of the unresolved issues to mediation, either party to the dispute, after written notice to the other party containing specifications of the issues in dispute, and as provided by the City Charter, may request a public referendum issue to be placed at the next scheduled election date.

ARTICLE 34 LEGAL DEFENSE

The City shall have the obligation to provide legal representation for an employee in civil actions as provided for in Texas Local Government Code §180.002.

ARTICLE 35 SPECIAL PROVISION: FISCAL CONSTRAINTS

Both Parties acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The parties agree to initiate negotiations as to the wage salary and certificate pay provisions in Article 19 of this Agreement upon the occurrence of either of the following two conditions:

1. Where the electorate of the City of Edinburg subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or,
2. Where the City makes a good faith determination that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon. Such a determination shall be made by July 1st preceding the fiscal year affected and shall, as soon as is practicable, be communicated to the President of the Association.
3. Subject to financial constraints, which could result in freeze of wages which would be across the board with other non-civil service employees.
4. Any resolution of an issue(s) reached during a Meet and Confer Meeting which may have a budgetary impact shall require the City Manager's recommendation, which would be non-binding on the City Council. Provisions of this Agreement may be revised and modified due to budgetary constraints or changes in the law.

ARTICLE 36 POLITICAL ACTIVITY

In addition to the rules governing political activity under Local Government Code § 143.086, employees may not serve on the Edinburg City Council. Upon election or appointment to such office, an employee either must resign employment or resign the office or will be dismissed upon failure to do either.

ARTICLE 37 OUTSIDE EMPLOYMENT

Outside employment, including self-employment, must not result in or create the appearance of a conflict of interest with official duties or with official business of the Edinburg Police Department nor impair the Police Officer's mental or physical capacity to perform official duties. The Edinburg Police Department shall not take actions regarding an Police Officer's outside employment which are arbitrary and capricious.

Police Officers desiring to accept or undertake outside employment, including self-employment, shall request permission in writing and obtain written authorization from the employer prior to commencement of employment, consistent with this Article.

An officer's request must be submitted to the Chief at least fourteen (14) calendar days prior to the proposed commencement of outside employment or business activity.

The Chief will respond to the Police Officer, approving or denying the request, as soon as possible but not later than 15 calendar days after receipt of the request. When the Chief denies a request, the Police Officer will be advised of the reason thereof.

ARTICLE 38 DETERMINATION OF PHYSICAL AND MENTAL FITNESS

Pursuant to Texas Local Government Code §142.067, this Agreement specifically modifies Texas Local Government Code §143.081(c) by adding the following additional requirement to the process set forth therein:

If the commission, the department head, or the police officer questions the report, it/he/she shall file the reason in writing with the commission and shall provide the department head and/or the police officer with a copy.

All other provisions and requirements of Texas Local Government Code §143.081 remain in effect.

CITY OF EDINBURG, TEXAS

By: *Ramiro Garza*
Ramiro Garza, Jr., Mayor

Date: July 17, 2023

ATTEST: *Clarice Y. Balderas*
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
[Signature]
Omar Ochoa, City Attorney

**EDINBURG UNITED POLICE
OFFICER'S ASSOCIATION**

By: *[Signature]*

Date: July 17, 2023





Vendor Contract Information Summary

Vendor	Galls, LLC
Contact	Tiffany Brewer
Phone	800-876-4242
Email	teamtexas@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Rd.
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes



Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 11/03/2023
Sales Rep: CAMERON LORD

Page 1 of 9
Quote Number: 24869373
Quote Expiration: 12/03/2023

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S. CLOSNER BLVD.
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3592 DKNV LG REG	FLEX RS SS SUPERSHIRT	1		68.00	68.00
		BUYBOARD 698-23 (Co-Op)				
1.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
1.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
2	SH3591 DKNV 155 33	FLEX RS LS SUPERSHIRT	1		73.00	73.00
2.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
2.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
4	SH035 DKNV 15 35	BLAUER CLASS ACT ZIPPERED POLY L/S SHIRT	1		55.00	55.00
4.1	LA100 WP	BUTTON APPLICATION	1		2.20	2.20
4.2	UA600 GLD SM	WATERBURY UNIFORM P BUTTON (SINGLES)	4		3.00	12.00
4.3	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
4.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX	1		2.50	2.50
		SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75				
4.5	LA101 WP	ZIPPER APPLICATION	1		5.00	5.00



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Line	Item	Description	Qty	Retail	Your Price	Ext Total
4.6	UX245 BLK 13	CIFOL-56 DA86 E 5/8 ZIPPER	1		1.69	1.69
5	SH3593 DKNV LG REG	FLEX RS SS BASE SHIRT	1		59.00	59.00
5.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
5.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
6	SH3594 DKNV L 35	FLEX RS L/S ARMORSKIN BASE SHIRT	1		66.00	66.00
6.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
6.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
7	TL041 DKNV 34 0B	BLAUER TENX TACTICAL PANTS	1		59.00	59.00
7.1	HEM01	HEMMING	1		3.00	3.00
8	TR2057 DKNV 35 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		65.00	65.00
8.1	STR01	VAS ITEM SINGLE STRIPING	1			
8.2	UX345 RBT RED	1 IN ON 1 1/4 PIGGY BACK STRIPING	1		10.00	10.00
9	TR2254 DKNV 34 REG	FLEXRS COVERT TACTICAL PANT	1		79.00	79.00
9.1	HEM04	RE-HEMMING TROUSERS	1		3.00	3.00
10	TU019 NAV 34 34	LIGHTWEIGHT TACTICAL TROUSERS	1		37.00	37.00



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Line	Item	Description	Qty	Retail	Your Price	Ext Total
11	SG650 NAV 34 REG	8600W-Z WOMENS LS ZIPPERED POLYESTER SHIRT	1		55.00	55.00
11.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
11.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
11.3	LA100 WO	BUTTON APPLICATION	1		2.20	2.20
11.4	UA600 SIL SM	WATERBURY UNIFORM P BUTTON (SINGLES)	4		3.00	12.00
12	TR2062 DKNV 12 OB	WOMENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		55.00	55.00
12.1	STR01	VAS ITEM SINGLE STRIPING	1			
12.2	UX345 RBT RED	1 IN ON 1 1/4 PIGGY BACK STRIPING	1		10.00	10.00
13	TR2266 DKNV 06 OB	WOMENS FLEXRS COVERT TACTICAL PANTS	1		79.00	79.00
13.1	HEM01	HEMMING	1		3.00	3.00
14	TR592 MDNV 06 OB	TEK3 WOMENS CARGO PANTS	1		69.00	69.00
15	TR747 MDNV 33 OB	TEK 3 MENS CARGO PANTS	1		69.00	69.00
16	HS572 YEL LXL POL	ANSI 2 207-2006 SAFETY VEST	1		29.00	29.00
17	HW768 BLK	LAWPRO PREMIUM WATCH CAP	1		9.00	9.00
18	JA775 NVLR LG REG	THRILLER SX 5-IN-1 JACKET W/WARRIOR SOFTSHELL	1		180.00	180.00
18.1	NS006	7/16 IN MONOGRAMING FOR NAMESTRIP (VAS ITEM)	1			
18.2	UX484S MDNV	1IN FABRIC NAMESTRIP (APPLIED IN HOUSE)	1		5.00	5.00



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18.3	NS006	7/16 IN MONOGRAMING FOR NAMESTRIP (VAS ITEM)	1			
18.4	UX484S MDNV	1IN FABRIC NAMESTRIP (APPLIED IN HOUSE)	1		5.00	5.00
18.5	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
18.6	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
18.7	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
18.8	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
18.9	UA9997	VAS ITEM VELCRO FOR GARMENTS	1			
18.10	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	1		2.00	2.00
18.11	UA9997	VAS ITEM VELCRO FOR GARMENTS	1			
18.12	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	1		2.00	2.00
19	RW316 BKLM XL REG	TYPHOON REVERSIBLE RAIN COAT	1		164.00	164.00
19.1	HT9074 RSIL	EDINBERG POLICE RAINJACKET LEFT CHEST LOGO HEAT PRESS PANEL	1		5.00	5.00
19.2	HT9074 RSIL	EDINBERG POLICE RAINJACKET LEFT CHEST LOGO HEAT PRESS PANEL	1		5.00	5.00
19.3	HT6550 POL	3M REF DEPT TITLE 12.5 W 1CLR	1		9.00	9.00



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19.4	HT6550 POL	3M REF DEPT TITLE 12.5 W 1CLR	1		9.00	9.00
20	BA036	ASP 26IN EXPANDABLE BATON	1		139.00	139.00
21	RS021	SMITH WESSON NICKEL CUFFS NO ENGRAVING	1		23.00	23.00
22	RS143	SW MODEL 110 CHAIN LINK HANDCUFFS NICKEL	1		42.00	42.00
23	RS261E BLK	ASP ULTRA ALUMINUM CHAIN HANDCUFFS W/ ENGRAVING	1		60.00	60.00
24	KN452	SMITH & WESSON EXTREME OPS RESCUE KNIFE	1		29.00	29.00
25	LH634 SRH BLK 83	574 MAGAZINE HOLDER AND LIGHT POUCH	1		40.00	40.00
26	LP130 CL HS	SAFARILAND MKIII DEFENSE SPRAY CASE	1		39.00	39.00
27	LP133 BW BRS 30	SAFARILAND 4 ROW STITCH SAM BROWNE BELT	1		72.00	72.00
28	LP137 CL HS	4-PACK 2-BUTTON BELT KEEPERS	1		31.00	31.00
29	LP415 SPRH 83	6360 ALS DUTY HOLSTER LEVEL III RETENTION	1		139.00	139.00
30	LP596 BLK BW	STINGER LED OPEN TOP	1		39.00	39.00
31	LP622 LH G17	LEVEL 3 TACTICAL SERPA HOLSTER	1		129.00	129.00
32	LP754 PLN MD	REINFORCED WEB DUTY BELT W/ LOOP	1		44.00	44.00
33	LR019 CL BRS	LAWPRO MK-3 MACE SPRAY HOLDER	1		20.00	20.00
34	LR305 RH	TASER HOLDER X26P W/ TEK LOK ATTACHMENT	1		42.00	42.00
35	NP200 PLN LG	MIRAGE ULTRA DUTY BELT	1		42.00	42.00
36	NP359 CL NKL	ACCUMOLD ELITE PAGER GLOVE CASE	1		31.00	31.00
37	NP444 CL HS 2	MAG POUCH	1		32.00	32.00
38	NP446 CL	ACCUMOLD ELITE FLAT GLOVE POUCH	1		29.00	29.00
39	NP823 LG RGRN BLK	DOUBLE DUTY TDU BELT 1.5 INCH	1		27.00	27.00
40	NY037 BLK 38	PROPPER TACTICAL NYLN BELT	1		11.00	11.00
41	TE041 BLK MD	INSTRUCTORS EMERGENCY RAPELLING BELT	1		41.00	41.00



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Line	Item	Description	Qty	Retail	Your Price	Ext Total
42	TP263 BLK	M4 Y DROP LEG THIGH RIG W/ TWIN POUCHES	1		54.00	54.00
43	ZA964 PLH 83	SA01 573 PADDLEBACK CUFF/MAG HOLDER	1		46.00	46.00
44	ZC224 BW HS	MODEL 190 HANDCUFF POUCH FOR CHAIN CUFFS	1		39.00	39.00
45	ZX530 SLH 149	6305 ALS TACTICAL HOLSTER	1		210.00	210.00
46	BA009 BLK PLN	ASP ROTATING SIDEBREAK SCABBARD FOR 26IN EXPANDABLE BATONS	1		55.00	55.00
47	BA152	BREAKAWAY END CAP	1		22.00	22.00
48	BA315 GLD	ASP LOCKWRITE PEN & KEY	1		32.00	32.00
49	BG869	PATROL DUTY GEAR BAG	1		57.00	57.00
50	FH308 BLK	TLR-1 HL GUN MOUNT	1		143.00	143.00
51	FH742	BATTERIES FOR STINGER XT FLASHLIGHT	1		23.00	23.00
52	FL457	STREAMLIGHT BATTERY STICK 75176	1		33.00	33.00
53	RS283	S2 CLIP HANDCUFF KEY	1		15.00	15.00
54	SD085	MK3 FIRST DEFENSE PEPPER 10	1		16.00	16.00
55	TE1201 BLK MD	PARACLETE LVL IIIA PASGT HELMET	1		409.00	409.00
56	TE1819 BLK	DUTY RADIO TACO	1		44.00	44.00
57	TE1918 BLK	HIGH SPEED GEAR HSGI: DUTY DOUBLE PISTOL TACO U-MOUNT	1		46.75	46.75
58	TE2067 BLK	HIGH SPEED GEAR DUTY STAGGERED DOUBLE PISTOL TACO W/ RIFLE U-MOUNT	1		55.00	55.00
59	TE2174 BLK	TOURNIQUET TACO MOLLE	1		35.00	35.00
60	BC239 GP CB	A7097-CI MOTOR WINGS COLLAR INSIGNIA W/ CLUTCHBACK	1		17.00	17.00
61	BC246 OVL	CLIP ON BADGE HOLDER	1		7.00	7.00
62	BD545	BLUE LINE MEMORIAL BADGE RIBBON	1		5.50	5.50



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Line	Item	Description	Qty	Retail	Your Price	Ext Total
63	CB040 GLD	Blackinton Small Sergeant Chevron PAIR	1		7.00	7.00
64	CB175 GLD	1/2IN 3 LETTER CUSTOM COLLAR BRASS PAIR	1		26.00	26.00
64.1	VA001	COLLAR INSIGNIA ENGRAVING	1			
65	GL1016 LG	HEXARMOR SEARCH AND DUTY GLOVE WTH SUPERFABRIC	1		47.00	47.00
66	NT002	KLENCH NAMETAG FASTENERS 6 PACK	1		6.50	6.50
67	NT009 GLD 00	J6 SERVING SINCE BAR	1		13.00	13.00
68	NT095 GLD BRSH CB	BLACKINTON NAMETAG 1/2IN X 2 1/2IN ONE LINE	1		13.00	13.00
68.1	NT006	DROPSHIP NAME PLATE ENGRAVING	1			
69	UA494 NAV REG	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	1		6.00	6.00
70	UA600 GLD LG	WATERBURY UNIFORM P BUTTON (SINGLES)	1		3.00	3.00
71	UX484N MDNV	1IN FABRIC NAMESTRIP (NOT APPLIED)	1		6.00	6.00
71.1	NS011	7/16 IN MONOGRAMMING NON APPLIED NAMESTRIP (VAS ITEM)	1			
71.2	UA9997	VAS ITEM VELCRO FOR GARMENTS	1			
71.3	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	1		2.99	2.99
72	FT1191 BLK 10.5 M	ATAC 2.0 8 BOOT	1		105.00	105.00
73	FT1232 BLK 10.5 M	NIKE SFB FIELD 2 8IN BOOT	1		140.00	140.00
74	FT1776 BLK 10 R	5.11 WOMENS ATAC 2.0 8IN SZ	1		105.00	105.00
75	FT2645 COY 10.5 M	UA TAC LOADOUT BOOT	1		120.00	120.00
76	FT2737 BLK 10.5 M	UA WOMENS MICRO G VALSETZ MID BOOT	1		105.00	105.00
77	FT2903 BLK 10.5 R	UA Stellar G2 Side Zip	1		89.00	89.00
78	FT451 BLK 10.5 M	MENS FORCE 8IN SIDE ZIP DUTY BOOT	1		99.00	99.00
79	FW1771 BLK 10 R	5.11 ATAC 2.0 6IN SZ	1		99.00	99.00



Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 11/03/2023
Sales Rep: CAMERON LORD

Page 8 of 9
Quote Number: 24869373
Quote Expiration: 12/03/2023

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S. CLOSNER BLVD.
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
80	FW1772 BLK 10 R	5.11 WOMENS ATAC 2.0 6IN SZ	1		99.00	99.00
81	FW437 BLK 10 M	THOROGOOD CLASSIC LEATHER ACADEMY OXFORD	1		85.00	85.00
82	FW515 BLK 10 M	POROMERIC ACADEMY OXFORD	1		80.00	80.00
83	FW714 BLK 10.5 M	KHYBER 8IN LIGHTWEIGHT WATERPROOF SIDE ZIP DUTY BOOT	1		159.00	159.00
84	FW792 BLK 10.5 M	MENS REEBOK 8IN SIDE ZIP DUTY BOOT	1		135.00	135.00
85	FW844 BLK 10.5 M	BOOT MENS CLASSIC 6	1		99.00	99.00
86	FW945 10.5 M	ORIGINAL SWAT MENS 9 INCH SIDE-ZIP BOOT	1		105.00	105.00
87	FX023 BLK 10.5 D	DANNER LOOKOUT SIDE-ZIP 8IN BOOT	1		165.00	165.00
88	SW2252 BLK LG	WOMENS TAC TECH TEE	1		20.00	20.00
89	UA820 BLK LG REG	GEN 3 ECWCS LEVEL 1 TOP	1		24.00	24.00
90	UA961 BLK LG	UA HEATGEAR TACTICAL COMPRESSION S/S T-SHIRT	1		21.00	21.00
91	BF051 CSTM	POINT BLANK ID LABEL (SINGLE)	1		16.00	16.00
91.1	BP0002	MALE CUSTOM VEST	1			
92	BP2751 NAV CSTM 00	GUARDIAN CARRIER GD2 MOD 46	1		295.00	295.00
92.1	BP0001	BODY ARMOR CARRIERS	1			
93	SH3594 DKNV XL 35	FLEX RS L/S ARMORSKIN BASE SHIRT	1		65.00	65.00
93.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
93.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	1		2.50	2.50
94	SH3593 DKNV XL REG	FLEX RS SS BASE SHIRT	1		58.00	58.00



Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 11/03/2023
Sales Rep: CAMERON LORD

Page 9 of 9
Quote Number: 24869373
Quote Expiration: 12/03/2023

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S. CLOSNER BLVD.
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
94.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50
94.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50
95	SH3610 DKNV XL REG	WOMENS FLEX RS SS BASE SHIRT	1		58.00	58.00
95.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50
95.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50
96	SH3611 DKNV LG REG	WOMENS FLEX RS LS BASE SHIRT BUYBOARD 698-23 (Co-Op)	1		65.00	65.00
96.1	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50
96.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3. 75	1		2.50	2.50

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 6,442.83
SHIPPING:
TAX.....
TOTAL.... 6,442.83

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

AWARDING OF BIDS

Agenda Item No: 10.B.

Purchase of Universal Nestable Containers from Toter, LLC.

1. Agenda Item:

Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. Description:

In an effort to continue providing efficient and cost effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas; Sourcewell, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City of Edinburg, through the Department of Solid Waste Management, currently services a total of 23,000 residential accounts. We are currently seeking authorization to purchase new containers to replenish our Department service inventory for use with new services, upgrades, downgrades, and replacements in our residential, recycling and special collections programs from Toter per unit price as listed plus shipping. The purchase of these containers will allow for the replenishment of depleted inventory stock of these type of service containers and replacement parts.

Staff recommends the purchase through Toter Incorporated per unit price as listed plus shipping cost. They have been the single successful vendor meeting our minimum acceptable performance standards, warranty requirements, and specifications for these type of containers through both competitive open bidding and cooperative purchasing programs for more than five (5) successive years.

If approved, projected delivery is expected within four weeks of Purchase Order issuance.

Staff has verified that Toter, LCC, owes no monies to the City. Funding is available through the FY 2023-2024 Budget under Other.

3. Staff's Recommendation:

Authorize the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina per Unit Price Listed.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Toter Quote - Sourcewell Contract Price
- B. Toter Letter



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10291555

Sourcewell 

Awarded Contract

Contract # 041521-TOT

Sell To:

Contact Name	Dalinda Cardenas	Ship To Name	City of Edinburg
Bill To Name	City of Edinburg	Ship To	8601 N. Jasman Rd
Bill To	415 W University Dr		Edinburg, TX 78540
	Co City Secretary		USA
	Edinburg, TX 78541		
	USA		
Email	dcardenas@cityofedinburg.com		
Phone	(956) 388-8204		

Quote Information

Salesperson	Hunter Brown	Created Date	10/24/2023
Salesperson Email	hbrown@wastequip.com	Expiration Date	11/8/2023
		Quote Number	WQ-10291555
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Cart -	---Body Color - (249) Sandstone	364.00	\$64.10	\$23,332.40
		\$60.85	---Lid Color - (270) Brown			
		Granite -	---Body Hot Stamp on Both Sides (Existing) in (Not provided)			
		\$1.00	---			
		LHS -	---Lid Hot Stamp Insert - Read from Rear (Existing) in (Not provided)			
		\$0.25	---			
		BHS -	---Wheels - 10in Sunburst			
		\$0.50	---Customer Serial Number Hot Stamped on Front of Cart Body in White			
		RTR -	---			
		\$1.50	---Fully Assembled Ready-to-Roll (Lids Down)			
		Total	---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	364.00	\$64.10	\$23,332.40
		-\$64.10	---			
		Cart -	---Body Color - (129) Graystone			
		\$60.85	---Lid Color - (390) Yellow			
		Granite -	---Body Hot Stamp on Both Sides (Existing) in (Not provided)			
		\$1.00	---			
		LHS -	---Lid Hot Stamp Insert - Read from Street (Existing) in (Not provided)			
		\$0.25	---			
		BHS -	---Wheels - 10in Sunburst			
		\$0.50	---Customer Serial Number Hot Stamped on Front of Cart Body in White			
		RTR -	---			
		\$1.50	---Fully Assembled Ready-to-Roll (Lids Down)			
		Total	---Warranty - 12 Yrs Cart Body, All other components 10 Yrs			
		-\$64.10	---			
		Cart -	---Body Color - (709) Bluestone			
		\$60.85	---Lid Color - (200) Black			



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10291555

Sourcewell

Awarded Contract

Contract # 041521-TOT

**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Granite -	---Body Hot Stamp on Both Sides (Existing)			
		\$1.00	in (Not provided)			
		LHS -	---Lid Hot Stamp Insert - Read from Street			
		\$0.25	(Existing) in (Not provided)			
		BHS -	---Wheels - 10in Sunburst	364.00	\$64.10	\$23,332.40
		\$0.50	---Customer Serial Number Hot Stamped on			
		RTR -	Front of Cart Body in White			
		\$1.50	---Fully Assembled Ready-to-Roll (Lids Down)			
		Total	---Warranty - 12 Yrs Cart Body, All other components 10 Yrs			
		-\$64.10				

Payment Terms Net 30 Days if credit has been established

Shipping Terms FOB Origin

Subtotal \$69,997.20

Shipping \$3,876.00

Tax \$0.00

Grand Total \$73,873.20

Special Instructions

Special Instructions Contact for delivery is Laura Olivarez. Email lolivarez@cityofedinburg.com

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell - Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10291555



Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



September 25, 2023

Mr. Ramiro L. Gomez, Jr.
City of Edinburg
8601 N. Jasman Road
Edinburg, TX 78542

**RE: Toter, LLC - Rotational Molder of Two Wheel Carts on Sourcewell #041521-TOT –
"Waste and Recycling Collection Solutions" Cooperative Contract**

Dear Ms. Cardenas,

Toter, LLC is the manufacturer for the patented Toter EVR II models of carts that the City of Edinburg is interested in purchasing. We are the largest rotational manufacturer of roll carts in North America. Toter carts have many features in design that make our containers unique. As a result there are no competitors with all the same features. Moreover, we are the only roll cart manufacturer on the Sourcewell Contract referenced above that is manufacturing cart bodies with a rotational molding process.

With the purchase of Toter carts using our Sourcewell Cooperative Contract (<https://www.sourcewell-mn.gov/cooperative-purchasing/041521-TOT>), the City is afforded unique design features including, but not limited to:

- Advanced Rotational Molding™ Manufacturing Process
- Patented 96, 64, 48, 32, 24, and 16 gallon available cart sizes
- Carts nest when completely assembled (with wheels and all components installed)
- Patented Upper Rugged Rim[®] provides cart strength and tight seal for lid
- Inboard wheels/axles prevents wheels damage in automated applications
- Interchangeable parts such as; wheels, wheel hardware, stop-bars, and lid hardware
- Unmatched Standard 12 year body warranty (plus 10 years on all other cart components)

Please allow me to take this opportunity to personally thank the City of Edinburg for your consideration of continuing to purchase of Toter products. Everyone at Toter is committed to supporting your needs in the future. These carts will give the City superior durability while offering substantial savings using a nestable cart for storage and delivery. This model will also allow the City to service the very attractive carts with both automated and semi-automated collection.

Sincerely,

A handwritten signature in blue ink that reads "Kellie K. Clark". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kellie K. Clark
Sr. Manager of Bids/Contracts



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

AWARDING OF BIDS

Agenda Item No: 10.C.

Purchase of Commercial Metal Containers from Roll-Offs USA

1. Agenda Item:

Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. Description:

In an effort to continue providing efficient and cost effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas; Sourcewell, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Currently, the Department of Solid Waste Management utilizes Commercial and Roll-Off containers to provide service for over 4,000 businesses, apartment complexes and commercial establishments. The purchase of these containers will serve to replenish depleted departmental inventory in order to continue addressing increased service demands and/or the establishment of new services.

Staff recommends the purchase of Commercial Metal Containers through Roll-Offs USA and Wastequip, LLC per unit price as listed plus shipping cost. They have been the successful vendors meeting our minimum acceptable performance standards, warranty requirements, and specifications for these type of containers through both competitive open bidding and cooperative purchasing programs for more than five (5) successive years.

If approved, projected delivery is expected within three to six weeks of Purchase Order issuance.

Staff has verified that Roll-Offs USA and Wastequip, LLC, owe no monies to the City. Funding is available through the FY 2023-2024 Budget under Other.

3. Staff's Recommendation:

Approve authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC through Sourcewell, per unit price listed plus shipping.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Final Approval -
11/9/2023

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Quote Tabulation Summary
- B. Wastequip - Sourcewell Price

C. Roll Off USA - BuyBoard Price

QUOTE TABULATION SUMMARY

Pg. 1 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	1.5 yd Commercial Metal Side load / 3 piece Metal and poly lid plus freight	\$692.00	\$20,760.00	\$510.00	\$15,300.00		
	30	2 yd Commercial Metal Side load / 3 piece Metal and poly lid plus freight	\$730.00	\$21,900.00	\$594.00	\$17,820.00		
	30	3 yd Commercial Metal Side load / 3 piece Metal and poly lid plus freight	\$791.00	\$23,730.00	\$633.00	\$18,990.00		
	30	4 yd Commercial Metal Side load / 3 piece Metal and poly lid plus freight	\$850.00	\$25,500.00	\$716.00	\$21,480.00		
	30	1.5 yd Commercial Metal Side load / 3 piece metal lid plus freight	NO BID		\$540.00	\$16,200.00		
	30	2 yd Commercial Metal Side load / 3 piece Metal Lid plus freight	NO BID		\$624.00	\$18,720.00		
	30	3 yd Commercial Metal Side load / 3 piece Metal Lid plus freight	NO BID		\$663.00	\$19,890.00		
	30	4 yd Commercial Metal Side load / 3 piece Metal Lid plus freight	NO BID		\$746.00	\$22,380.00		
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted items.

Request Authorization to Re-Advertise []

Request Authorization to Negotiate Bid/Contract []

Department: Solid Waste Management

Budgeted Amount Available: \$1,026,375

Additional Funds Required: _____

Prepared By: Dalinda L. Cardenas, Admin. Specialist

QUOTE TABULATION SUMMARY

Pg. 2 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	2 yd Commercial Metal Font load / 3 piece Metal and poly lid plus fright	\$528.00	\$15,840.00	\$559.00	\$16,770.00		
	30	3 yd Commercial Metal Front load / 3 piece Metal and poly lid plus fright	\$619.00	\$18,570.00	\$648.00	\$19,440.00		
	30	4 yd Commercial Metal Front load / 3 piece Metal Lid plus fright	\$686.00	\$20,580.00	\$721.00	\$21,630.00		
	30	6 yd Commercial Metal Font load / 3 piece Metal and poly lid plus fright	\$864.00	\$25,920.00	\$888.00	\$26,640.00		
	30	2 yd Commercial Metal Front load / 3 piece Metal plus fright	NO BID		\$684.00	\$20,520.00		
	30	3 yd Commercial Metal Front load / 3 piece Metal plus frieght	NO BID		\$773.00	\$23,190.00		
	30	4 yd Commercial Metal Front load / 3 piece Metal plus freight	NO BID		\$846.00	\$25,380.00		
	30	6 yd Commercial Metal Front load / 3 piece Metal plus freight	NO BID		\$1,013.00	\$30,390.00		
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted items.

Department: Solid Waste Management

Budgeted Amount Available: \$1,026,375

Additional Funds Required: _____

Prepared By: Dalinda L. Cardenas, Admin. Specialist

Request Authorization to Re-Advertise []

Request Authorization to Negotiate Bid/Contract []

QUOTE TABULATION SUMMARY

Pg. 3 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	8 yd low profile or slanted type Commercial metal front load / 2 piece (poly lid) plus freight	\$1,054.00	\$31,620.00	\$1,089.00	\$32,670.00		
	30	8 yd Standard Type Commercial Metal Front load / 2 piece with poly lids plus freight	\$1,027.00	\$30,810.00	\$1,054.00	\$31,620.00		
	30	10 yd Commercial Metal Front Load / 2 piece with poly lids plus freight	\$1,411.00	\$42,330.00	\$1,407.00	\$42,210.00		
	30	20 Cubic Yard "T" Style or Tub Style Roll off Container plus freight	\$4,328.00	\$129,840.00	\$4,833.00	\$144,990.00		
	30	30 Cubic Yard "T" Style or Tub Style Roll off Container plus freight	\$4,759.00	\$142,770.00	\$5,274.00	\$158,220.00		
	30	40 Cubic Yard "T" Style or Tub Style Roll off Container plus freight	\$5,573.00	\$167,190.00	\$6,328.00	\$189,840.00		
	1	Spray Paint City Logo (Up to 18" x 18")	NO BID		NO BID			
	30	Replacement 2, 3, & 4 yd hinged Metal Lid - 3 piece & Metal - 1 complete set Plus freight	NO BID		\$186.00	\$5,580.00		
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted items.

Department: Solid Waste Management

Budgeted Amount Available: \$1,026,375

Additional Funds Required: _____

Prepared By: Dalinda L. Cardenas, Admin. Specialist

Request Authorization to Re-Advertise []

Request Authorization to Negotiate Bid/Contract []

QUOTE TABULATION SUMMARY

Pg. 4 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	Replacement 2, 3, & 4 yd Hinged Metal Lid piece of a 3 piece lid plus freight	NO BID		\$140.00	\$4,200.00		
	30	Replacement 2, 3, & 4 yd 2 single wall UHM polyethylene lids of the 3 piece lid set of 2 plus freight	NO BID		\$46.00	\$1,380.00		
	30	Replacement 2 yd 2 single wall UHM polyethylene lids of the 2 piece lid, set if 2 - full length plus freight	NO BID		\$54.00	\$1,620.00		
	30	Replacement 2, 3, & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid, set if 2 - full length plus freight	NO BID		\$64.00	\$1,920.00		
	30	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids, setsof 2 plus freight	NO BID		\$76.00	\$2,280.00		
	30	1.5 yd Side load prefabricated 10gd primed bottom with 6" lip,caster pad, and drain plug plus frieght	NO BID		\$250.00	\$7,500.00		
	30	2 yd side load prefabricated 10ga primed bottom with 6" lip,caster pad, and drain plug plus frieght	NO BID		\$275.00	\$8,250.00		
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted
items.

Request Authorization to Re-Advertise []

Request Authorization to Negotiate Bid/Contract []

Department: Solid Waste Management

Budgeted Amount Available: \$1,026,375

Additional Funds Required: _____

Prepared By: Dalinda L. Cardenas, Admin. Specialist

QUOTE TABULATION SUMMARY

Pg. 5 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	3 yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$325.00	\$9,750.00		
	30	4 yd side load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$325.00	\$9,750.00		
	30	2 yd front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$310.00	\$9,300.00		
	30	3 yd front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$350.00	\$10,500.00		
	30	4 yd front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$400.00	\$12,000.00		
	30	6 yd front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug plus freight	NO BID		\$515.00	\$15,450.00		
	30	8 yd low profile or slanted type Commercial Metal Front prefabricated 10ga primed bottom with 6" lip, caster pad and drain plug plus freight	NO BID		\$540.00	\$16,200.00		
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted items.

Request Authorization to Re-Advertise []

Request Authorization to Negotiate Bid/Contract []

Department: Solid Waste Management

Budgeted Amount Available: \$1,026,375

Additional Funds Required: _____

Prepared By: Dalinda L. Cardenas, Admin. Specialist

QUOTE TABULATION SUMMARY

Pg. 6 of 7

Title: Commercial Metal Container
 Bid No.: _____
 Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	8 yd Standard Type Commercial Metal Front load prefabricated 10ga primed bottom with 6" lip , caster pad and drain plug plus freight	NO BID		\$515.00	\$15,450.00		
	30	10 yd Commercial Metal Front Load prefabricated 10ga primed bottom with 6"lip, caster pad & drain plug plus freight	NO BID		\$515.00	\$15,450.00		
	30	20 Cubic Yard "T" Style or Tub Style Roll off container prefabricated 10ga primed bottom with 6" lip, caster pad and drian plug (5'6" x 19'11 1/2") plus freight	NO BID		NO BID			
	30	30 Cubic Yard "T" Style or Tub Style Roll off container prefabricated 10ga primed bottom with 6" lip, caster pad and drian plug (5'6" x 19'11") plus freight	NO BID		NO BID			
	30	20 cubic yard "rectangular" style or tub style roll off container prefabricated 10ga primed bottom with 6" caster pad and drain plug. (6'11" x 21' 8 1/2") plus freight	NO BID		NO BID			
	30	30 cubic yard "rectangular" style or tub style roll off container prefabricated 10ga primed bottom with 6" caster pad and drain plug. (6'11" x 21' 8 1/2") plus freight	NO BID		NO BID			
SUBTOTAL								
NET TOTAL								
TERMS								
DELIVERY								

RECOMMENDATION:

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted items.

Request Authorization to Re-Advertise []
 Request Authorization to Negotiate Bid/Contract []

Department: Solid Waste Management
 Budgeted Amount Available: \$1,026,375
 Additional Funds Required: _____
 Prepared By: Dalinda L. Cardenas, Admin. Specialist

QUOTE TABULATION SUMMARY

Pg. 7 of 7

Title: Commercial Metal Container

Bid No.: _____

Date Opened: _____

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Wastequip Charlotte, NC		Roll off USA Durant, OK		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
	30	20 cubic yard roll off container prefabricated 10ga 10ga primed bottom with 6"lip, caster pad & drain plug. (7'4" x 19'11 1/2") plus freight	NO BID		NO BID			
	30	30 cubic yard roll off container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'3 1/2" x 20') plus freight	NO BID		NO BID			
SUBTOTAL.....								
NET TOTAL.....								
TERMS.....								
DELIVERY.....								
RECOMMENDATION:								

Award: Award to Roll Off USA and Wastequip, LLC, the lowest per unit pricing on highlighted
items.

Request Authorization to Re-Advertise []
 Request Authorization to Negotiate Bid/Contract []

Department: Solid Waste Management
 Budgeted Amount Available: \$1,026,375
 Additional Funds Required: _____
 Prepared By: Dalinda L. Cardenas, Admin. Specialist



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10291561

Sourcewell

Awarded Contract

Contract # 040621-WQI

Sell To:

Contact Name Dalinda Cardenas
Bill To Name City of Edinburg
Bill To 415 W University Dr
Co City Secretary
Edinburg, TX 78541
USA
Email dcardenas@cityofedinburg.com
Phone (956) 388-8204

Ship To Name City of Edinburg
Ship To 8601 N. Jasman Rd
Edinburg, TX 78540
USA

Quote Information

Salesperson Hunter Brown
Salesperson Email hbrown@wastequip.com
Created Date 10/25/2023
Expiration Date 11/9/2023
Quote Number WQ-10291561
Please Reference Quote Number on all
Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Container - TX - 2-0712	1.5 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	Qty per Truckload = 48	Color: Brown	30.00	\$617.00	\$18,510.00
Container - TX - SLPKAM	Pakmor Lift Attachment, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - SLLID3	3 Piece Lids, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - 2-1136	2 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	Qty per Truckload = 48	Color: Brown	30.00	\$655.00	\$19,650.00
Container - TX - SLPKAM	Pakmor Lift Attachment, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - SLLID3	3 Piece Lids, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - 2-1137	3 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	Qty per Truckload = 32	Color: Brown	30.00	\$716.00	\$21,480.00
Container - TX - SLPKAM	Pakmor Lift Attachment, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00

Container - TX - SLLID3	3 Piece Lids, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - 2-1139	4 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	Qty per Truckload = 18	Color: Brown	30.00	\$775.00	\$23,250.00
Container - TX - SLPAKM	Pakmor Lift Attachment, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - SLLID3	3 Piece Lids, Installed	INCLUDED IN ABOVE PRICE		30.00	\$0.00	\$0.00
Container - TX - 125541	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	Qty per Truckload = 52	Color: Brown	30.00	\$453.00	\$13,590.00
Container - TX - 125543	3 Cubic Yard Standard Duty Slant Nestable Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Qty per Truckload = 36	Color: Brown	30.00	\$544.00	\$16,320.00
Container - TX - 125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Qty per Truckload = 28	Color: Brown	30.00	\$611.00	\$18,330.00
Container - TX - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Qty per Truckload = 14	Color: Brown	30.00	\$789.00	\$23,670.00
Container - TN - 125539	8 Cubic Yard Standard Duty Hatchback Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Qty per Truckload = 8	Color: Brown	30.00	\$979.00	\$29,370.00
Container - TX - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Qty per Truckload = 9	Color: Brown	30.00	\$952.00	\$28,560.00
Container - TX - 3-2988	10 Cubic Yard Heavy Duty Flat Front Load Container - Floor: 7 gauge, Walls: 10 gauge, Doors: (2) 16 gauge Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 7 gauge Bottom Runners, Primed and Painted Any Standard Color	Qty per Truckload = 8	Color: Brown	30.00	\$1,336.00	\$40,080.00
Container - TX - 159897T	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	Qty per Truckload = 7	Color: TBD	30.00	\$4,328.00	\$129,840.00
Container	30 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x	Qty per	Color:			



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10291561

Sourcewell

Awarded Contract

Contract # 040621-WQI

- TX - 159899T	3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	Truckload = 7	TBD	30.00	\$4,759.00	\$142,770.00
Container - TX - 159901T	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	Qty per Truckload = 5	Color: TBD	30.00	\$5,573.00	\$167,190.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$692,610.00
Shipping Terms	FOB Origin	Shipping	\$905.00
		Tax	\$0.00
		Grand Total	\$693,515.00

Special Instructions

Special Instructions Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

PLEASE NOTE CONTAINERS WILL BE SHIPPED NESTED/STACKED TO SAVE ON FREIGHT CHARGES.

- Roll Off Containers: Containers will be nested meaning one container will be flipped on its side inside another container. Doors will be removed and shipped loose. Upon delivery and offloading customer will need to rehang doors. Touch up paint will be provided by request.

- Front Load/Side Load/Rear Load Containers: Containers will be nested meaning one container will be stacked on top of another container. Stacks may consist of 2 or more containers, depending upon size and quantity ordered. Upon delivery and offloading customer will need to install container lids. Touch up paint will be provided upon request.

WQ will pass on quoting all of the replacement parts including: Replacement Bottoms, Replacement Lids, etc.

WQ will NOT be bidding on any Container that require METAL LIDS.

FREIGHT FOR ONE TRUCK LOAD = \$905

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10291561



Awarded Contract

Contract # 040621-WQI

Information (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

SW - Edinburg, TX 10/24/23

Hunter Brown <hbrown@wastequip.com>

Wed, Nov 8, 2023 at 9:15 AM

To: Dalinda Cardenas <dcardenas@cityofedinburg.com>

Dalinda,

I don't see a place to put in the Cold tart epoxy on the bid. The price for it will be \$75 per container. Please let me know what you need for me.

[Quoted text hidden]

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:

CITY OF EDINBURG
ACCOUNTING DEPARTMENT
P.O. BOX 1079
EDINBURG, TX 78540

Confirm To:

Ramiro Gomez

Ship To:

CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S15	EACH	30.000	0.000	0.000	510.000	15,300.00
1.5YD SIDE LOADER						
SN: TBD						
Whse: 000						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 2 Option 05 PAKMOR W/ ANGLE						
Bill Option 3 Option 01 PLASTIC LIDS						
2YD SIDE LOADER, PAKMOR WITH ANGLE, 2 PIECE PLASTIC LIDS						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$558 + (BLACK CHASSIS OPTION \$10) - (MATERIAL DISCOUNT -\$58) = \$510						
S2	EACH	30.000	0.000	0.000	594.000	17,820.00
2YD SIDE LOADER						
SN: TBD						
Whse: 000						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 2 Option 02 1/2 METAL LID W/2PC PLASTIC						
Bill Option 3 Option 04 PAKMOR W/ ANGLE						
Bill Option 6 Option 01 BLACK CHASSIS						
2YD SIDE LOADER, PAKMOR WITH ANGLE, 1/2 METAL 2 PIECE PLASTIC LIDS						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$652 + (BLACK CHASSIS OPTION \$10) - (MATERIAL DISCOUNT -\$68) = \$594						
S3H	ONE	30.000	0.000	0.000	633.000	18,990.00
3YD SIDE LOADER						
SN: TBD						
Whse: 000						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 2 Option 05 PAKMOR W/ ANGLE						
Bill Option 3 Option 01 1/2 METAL LID W/ 2 PLASTIC						
3YD SIDE LOADER, PAKMOR WITH ANGLE, 1/2 METAL 2 PIECE PLASTIC LIDS						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:
CITY OF EDINBURG
ACCOUNTING DEPARTMENT
P.O. BOX 1079
EDINBURG, TX 78540
Confirm To:
Ramiro Gomez

Ship To:
CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
COLOR: STEADY BROWN OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS) BUYBOARD PRICE - \$724 + (BLACK CHASSIS OPTION \$15) - (MATERIAL DISCOUNT -\$106) = \$633						
S4	EACH	30.000	0.000	0.000	716.000	21,480.00
4YD SIDE LOADER						
Whse: 000						
SN:						
Bill Option 1 Option74 STEADY BROWN						
Bill Option 2 Option04 PAKMOR W/ ANGLE						
Bill Option 3 Option01 1/2METAL LID W/ 2 PLASTIC						
Bill Option 7 Option01 BLACK CHASSIS						
4YD SIDE LOADER, PAKMOR WITH ANGLE, , 1/2 METAL 2 PIECE PLASTIC LIDS						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$833 + (BLACK CHASSIS OPTION \$15) - (MATERIAL DISCOUNT -\$132) = \$716						
***** ALL SIDE LOADERS - INCLUDE 12G FLOOR, 2 PIECE PLASTIC OR 1/2 METAL 2 PIECE PLASTIC LID SYSTEM, AND BLACK CHASSIS COATING INSIDE (FLOOR AND FLOORS AND 12" WALLS ****						
***** AVAILABLE OPTIONS FOR SIDE LOADS: ALL METAL LID SYSTEM- ADDS \$30 PER CONTAINER ****						
F2P	EACH	30.000	0.000	0.000	559.000	16,770.00
2YD COMP DUTY FRONTLOAD						
Whse: 000						
SN: TBD						
Bill Option 1 Option74 STEADY BROWN						
2YD FL, COMP SERIES						
COLOR: STEADY BROWN						
BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:

CITY OF EDINBURG
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P.O. BOX 1079
EDINBURG, TX 78540

Confirm To:

Ramiro Gomez

Ship To:

CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
BUYBOARD PRICE - \$645 + (BLACK CHASSIS OPTION \$15) - (MATERIAL DISCOUNT -\$101) = \$559						
F3P	EACH	30.000	0.000	0.000	648.000	19,440.00
3YD COMP FRONTLOAD						
SN: TBD						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 6 Option 01 BLACK CHASSIS						
3YD FL, COMP SERIES						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$755 + (BLACK CHASSIS OPTION \$15) - (MATERIAL DISCOUNT -\$122) = \$648						
F4P	EACH	30.000	0.000	0.000	721.000	21,630.00
4YD COMP FRONTLOAD						
SN: TBD						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 6 Option 01 BLACK CHASSIS						
4YD FL, COMP SERIES						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$843 + (BLACK CHASSIS OPTION \$20) - (MATERIAL DISCOUNT -\$142) = \$721						
F6P	EACH	30.000	0.000	0.000	888.000	26,640.00
6YD COMP FRONTLOAD SLANT						
SN: TBD						
Bill Option 1 Option 74 STEADY BROWN						
6YD SLANT FL, COMP SERIES						
2 FORMED SKIDS						
COLOR: STEADY BROWN						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:

CITY OF EDINBURG
ACCOUNTING DEPARTMENT
P.O. BOX 1079
EDINBURG, TX 78540

Confirm To:

Ramiro Gomez

Ship To:

CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$1051 + (BLACK CHASSIS OPTION \$25) - (MATERIAL DISCOUNT -\$188) = \$888						
F8P	EACH	30.000	0.000	0.000	1,054.000	31,620.00
8YD COMP FRONTLOAD SLANT						
Whse: 000						
SN: TBD						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 6 Option 01 BLACK CHASSIS						
8YD SLANT FL, COMP SERIES						
2 FORMED SKIDS						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$1258 + (BLACK CHASSIS OPTION \$25) - (MATERIAL DISCOUNT -\$229) = \$1054						
F8SPP	EACH	30.000	0.000	0.000	1,089.000	32,670.00
8YD CS FL 2DR HATCH BACK PL&MD						
Whse: 000						
SN: TBD						
8YD 2DR HATCHBACK FL						
2 FORMED SKIDS						
COLOR: STEADY BROWN						
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)						
BUYBOARD PRICE - \$1296 + (BLACK CHASSIS OPTION \$25) - (MATERIAL DISCOUNT -\$232) = \$1089						
FH10HPP	EACH	30.000	0.000	0.000	1,407.000	42,210.00
10YD HD FL HIGH PL & MD						
Whse: 000						
SN: TBD						
Bill Option 1 Option 74 STEADY BROWN						
Bill Option 4 Option BC BLACK CHASSIS						
10YD 2DR HD FL						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:

CITY OF EDINBURG
ACCOUNTING DEPARTMENT
P.O. BOX 1079
EDINBURG, TX 78540

Confirm To:

Ramiro Gomez

Ship To:

CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
-------------	------	---------	---------	------------	-------	--------

3 FORMED SKIDS
COLOR: STEADY BROWN
OPTION: BLACK CHASSIS COATING (INSIDE - FLOOR AND WALLS)
BUYBOARD PRICE - \$1644 + (BLACK CHASSIS OPTION \$25) - (MATERIAL DISCOUNT -\$262) =
\$1407

***** ALL FRONT LOADS: 10G FLOOR, PLASTIC LIDS, BLACK CHASSIS COATING INSIDE
FLOOR AND 12" WALLS *****
***** AVAILABLE OPTIONS FOR FRONT LOADS: ALL METAL LID SYSTEM- ADDS \$125 PER
CONTAINER ****

RB20S	ONE	30.000	0.000	0.000	4,833.000	144,990.00
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20YD STD BT

Whse: 000

SN: TBD

Bill Option 1 Option 74 STEADY BROWN

Bill Option 4 Option 01 STD BT FLOOR

Bill Option 5 Option 02 UPGRADE TOP RAIL TUBE

20YD STD DUTY BATHTUB

OPTION: UPGRADED TOP RAIL 4X4X1/4

OPTIONS: UPGRADED LONG SILL 6X2X1/4

BUYBOARD PRICE - \$5400 + (TOP RAIL UPGRADE OPTION \$210) + (LONG SILL UPGRADE
OPTION \$115) - (MATERIAL DISCOUNT -\$892) = \$4833

RB30S	ONE	30.000	0.000	0.000	5,274.000	158,220.00
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30YD STANDARD BATHTUB

Whse: 000

SN: TBD

Bill Option 1 Option 74 STEADY BROWN

Bill Option 4 Option 01 STD BT FLOOR

Bill Option 5 Option 02 UPGRADE TOP RAIL TUBE

Bill Option 7 Option 01 6 X 2 X 1/4

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
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Confirm To:
Ramiro Gomez

Ship To:
CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
30YD STD DUTY BATHTUB COLOR: STEADY BROWN OPTION: UPGRADED TOP RAIL 4X4X1/4 OPTIONS: UPGRADED LONG SILL 6X2X1/4 BUYBOARD PRICE - \$5975 + (TOP RAIL UPGRADE OPTION \$210) + (LONG SILL UPGRADE OPTION \$115) - (MATERIAL DISCOUNT -\$1026) = \$5274						
RB40S	EACH	30.000	0.000	0.000	6,328.000	189,840.00
40YD STD BT SN: TBD Bill Option 1 Option74 STEADY BROWN Bill Option 4 Option01 STD BT FLOOR Bill Option 5 Option02 UPGRADE TOP RAIL TUBE 40YD STD DUTY BATHTUB COLOR: STEADY BROWN OPTION: UPGRADED TOP RAIL 4X4X1/4 OPTIONS: UPGRADED LONG SILL 6X2X1/4 BUYBOARD PRICE - \$7245 + (TOP RAIL UPGRADE OPTION \$210) + (LONG SILL UPGRADE OPTION \$115) - (MATERIAL DISCOUNT -\$1242) = \$6328						
			Whse: 000			
SLMLK	ONE	30.000	0.000	0.000	186.000	5,580.00
3PC METAL LID KIT 3 & 4YD SL Whse: 000 3 PIECE METAL LID KIT FOR SIDE LOADER - PRIMER						
SLHMLK	ONE	30.000	0.000	0.000	140.000	4,200.00
SL 1/2 METAL LID KIT Whse: 000 1/2 METAL LID KIT FOR SIDE LOADER (DOES NOT INCLUDE PLASTIC LIDS) - PRIMER						
PL2927	EACH	60.000	0.000	0.000	23.000	1,380.00
PL 29 X 27 3/4 SL 1/2ML & 2PC Whse: 000						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
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(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

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Confirm To:
Ramiro Gomez

Ship To:
CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms			
	ROT		NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
PLASTIC LIDS FOR SIDE LOADER (1/2 METAL 2 PIECE PLASTIC LID KIT) {2 PER CONTAINER REQUIRED}						
PL3641SW	EACH	60.000	0.000	0.000	27.000	1,620.00
PL 2YD FL 36 X 41 Whse: 000						
PLASTIC LIDS FOR 2YD FL {2 PER CONTAINER REQUIRED}						
PL3646SW	EACH	60.000	0.000	0.000	32.000	1,920.00
PL 36 X 46 FL 3YD & 4YD Whse: 000						
PLASTIC LIDS FOR 3YD / 4YD FL {2 PER CONTAINER REQUIRED}						
PL3658SW	EACH	60.000	0.000	0.000	38.000	2,280.00
PL 36 X 58 FL 6YD & 8YD Whse: 000						
PLASTIC LIDS FOR 6YD/8YD FL {2 PER CONTAINER REQUIRED}						
FS156	EACH	30.000	0.000	0.000	250.000	7,500.00
1.5YD SL REPLACEMENT FLOOR Whse: 000						
REPLACEMENT FLOOR - 1.5YD SIDE LOADER						
Bill Option 1 Option01 FLOOR SKIDS						
Bill Option 4 Option01 DRAIN FLANGE						
Bill Option 5 Option01 PRIMER						
FS26	ONE	30.000	0.000	0.000	275.000	8,250.00
2YD SL REPLACEMENT FLOOR Whse: 000						
REPLACEMENT FLOOR - 2YD SIDE LOADER						
FS36	EACH	30.000	0.000	0.000	325.000	9,750.00
3YD SL REPLACEMENT FLR 6 LIP Whse: 000						
REPLACEMENT FLOOR 3YD / 4YD SIDE LOADER						
***** ALL SIDE LOAD REPLACEMENT FLOORS - 12G, 6" LIP, DRAIN FLANGE, PRIMER *****						
FF2	EACH	30.000	0.000	0.000	310.000	9,300.00
2YD FL REP FLOOR 36.5 X 72.5 Whse: 000						
REPLACEMENT FLOOR - 2YD FL						

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
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Ramiro Gomez

Ship To:
CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.		Ship VIA	F.O.B.		Terms		
		ROT			NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
FF3	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	DRAIN HOLE					
	Bill Option 7 Option01	PRIMER					
	EACH	30.000	0.000	0.000	350.000	10,500.00	
	3YD FLOOR 42 1/2 X 72 1/2						
	REPLACEMENT FLOOR - 3YD FL						
FF4	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	DRAIN HOLE					
	Bill Option 7 Option01	PRIMER					
	EACH	30.000	0.000	0.000	400.000	12,000.00	
	4YD FLOOR 54 1/2 X 72 1/2						
	REPLACEMENT FLOOR - 4YD FL						
FF6S	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	DRAIN HOLE					
	Bill Option 7 Option01	PRIMER					
	EACH	30.000	0.000	0.000	515.000	15,450.00	
	6YD FLOOR 72 1/2 X 72 1/2						
	REPLACEMENT FLOOR - 6YD SLANT						
FF8L	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	PRIMER					
	EACH	30.000	0.000	0.000	515.000	15,450.00	
	REP FLOOR FL 72 1/2 X 72 1/2						
	REPLACEMENT FLOOR - 8YD HATCHBACK						
FF8S	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	PRIMER					
	Bill Option 7 OptionDF	DRAIN FLANGE					
	EACH	30.000	0.000	0.000	540.000	16,200.00	
	8YD FLOOR 72 1/2 X 79 1/2						
	REPLACEMENT FLOOR - 8YD SLANT						
	Bill Option 1 Option01	FLOOR SKIDS					
	Bill Option 6 Option01	PRIMER					

Continued

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0049777
Order Date: 11/8/2023

Salesperson: HOUS
Customer Number: EDICIT

Sold To:

CITY OF EDINBURG
ACCOUNTING DEPARTMENT
P.O. BOX 1079
EDINBURG, TX 78540

Confirm To:

Ramiro Gomez

Ship To:

CITY OF EDINBURG
SOLID WASTE MANAGEMENT
8601 N JASMAN RD
EDINBURG, TX 78542

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
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FF10SL	01 DRAIN FLANGE	30.000	0.000	0.000	515.000	15,450.00
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10YD HD FL REP FLOOR

Whse: 000

REPLACEMENT FLOOR - 10YD FL

***** ALL FRONT LOAD REPLACEMENT FLOORS - 10G, 6" LIP, DRAIN LANGE, PRIMER ****

**** BUYBOARD CONTRACT PRICING*****

**** BUYBOARD CONTRACT - 686-22 *****

BUYBOARD PRICING DOES NOT INCLUDE FREIGHT/DELIVERY

FREIGHT - \$3015 A LOAD

***** ESTIMATED NUMBER OF LOADS REQUIRED TO DELIVERY QUANTITIES QUOTED - 35
LOADS ****

***** QUOTE/PRICES VALID FOR 45 DAYS *****

Net Order:	894,450.00
Less Discount:	0.00
Freight:	105,525.00
Sales Tax:	0.00
Order Total:	999,975.00



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

AWARDING OF BIDS

Agenda Item No: 10.D.

Purchase of Rescue and Extrication Tools

1. Agenda Item:

Consider Authorizing the Purchase of Rescue and Extrication Tools, from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed \$36,954.00. [Omar Garza, Fire Chief]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The rescue and extrication tools are utilized during motor vehicle accidents. Currently, Unit 920 (rescue truck) has no equipment and needs to be outfitted for response.

Funding in the amount of thirty-six thousand nine hundred and fifty-four dollars (\$36,954) is available in the FY 2023-2024 General Fund Budget, Fire Department, Machines & Equipment. The City of Edinburg has previously done business with Municipal Emergency Services. The City has verified no monies are owed to the City by Municipal Emergency Services.

This purchase is through BuyBoard Contract No. 698-23 and has been verified by the Finance Department.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Rescue and Extrication Tools, from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed \$36,954.00.

Reviewed by:

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

- A. Letter_Sole Source
- B. MES_Qoute 1755993



A Trusted IDEX Fire & Safety Brand

October 3, 2023

HURST Jaws of Life

711 N. Post Road
Shelby, NC 28150

T. 800-537-2659

jawsoflife.com

To Whom It May Concern:

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for HURST® High Pressure (10,000 psi), HURST® eDRAULIC® and HURST® StrongArm® rescue equipment includes the following Counties;

Anderson, Andrews, Angelina, Aransas, Archer, Armstrong, Atascosa, Austin, Bailey, Bandera, Bastrop, Baylor, Bee, Bell, Bexar, Blanco, Borden, Bosque, Bowie, Brazoria, Brazos, Briscoe, Brooks, Brown, Burleson, Burnet, Caldwell, Calhoun, Callahan, Cameron, Camp, Carson, Cass, Castro, Chambers, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Colorado, Comal, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, DeWitt, Dickens, Dimmit, Donley, Duval, Eastland, Ector, Edwards, Ellis, Erath, Falls, Fannin, Fayette, Fisher, Floyd, Foard, Fort Bend, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gonzales, Gray, Grayson, Gregg, Grimes, Guadalupe, Hale, Hall, Hamilton, Hansford, Hardeman, Hardin, Harris, Harrison, Hartley, Haskell, Hays, Hemphill, Henderson, Hidalgo, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Johnson, Jones, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kimble, King, Kinney, Kleber, Knox, Lamar, Lamb Lampasas, LaSalle, Lavaca, Lee, Leon, Liberty, Limestone, Lipscomb, Live Oak, Llano, Lubbock, Lynn, Madison, Marion, Martin, Mason, Matagorda, Maverick, McCulloch, McLennan, McMullen, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Montgomery, Moore, Morris, Motley, Nacogdoches, Navarro, Newton, Nolan, Nueces, Ochiltree, Oldham, Orange, Palo Pinto, Panola, Parker, Parmer, Pecos, Polk, Potter, Rains, Randall, Reagan, Real, Red River, Refugio, Roberts, Robertson, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, San Saba, Schleicher, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Terrell, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Tyler, Upshur, Upton, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Ward, Washington, Webb, Wharton, Wheeler, Wichita, Wilbarger, Willacy, Williamson, Wilson, Wise, Wood, Yoakum, Young, Zapata and Zavala

in the State of Texas and whose personnel have been factory trained and certified by HURST Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on HURST® Low Pressure (5,000 psi), HURST® High Pressure (10,000 psi), HURST® eDRAULIC®, HURST® StrongArm®, Vetter® and Airshore® rescue equipment:

MES - TEXAS
Houston, TX 77060
Phone: (800) 784-0404

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon
Director of Distribution
IDEX Fire & Safety
Hurst Jaws of Life / Akron Brass

tar

Cc: Mike Faught, South Central Regional Sales Manager, Hurst Jaws of Life, Inc.



(877) 637-3473

Quote

Quote # QT1755993
Date 11/02/2023
Expires 11/17/2023
Sales Rep Guzman, Patrick L
Shipping Method FedEx Ground
Customer EDINBURG, CITY OF (TX) *
Customer # C32247

Bill To

EDINBURG, CITY OF
PO Box 1079
Edinburg TX 78540

Ship To

Tony Salazar
EDINBURG, CITY OF FIRE DEPT.
212 West MCINTYRE
EDINBURG TX 78541
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272889000-1			S 789 E3 Cutter - TOOL ONLY	1	\$11,052.00	\$11,052.00
271855000-1			SP 555 E3 Spreader - TOOL ONLY	1	\$12,281.00	\$12,281.00
274886000-1			R 522 E3 Ram - TOOL ONLY	1	\$8,353.00	\$8,353.00
90-53-15			EWXT 9 Ah battery	5	\$782.00	\$3,910.00
90-53-37			EWXT/E3 Charger 110-240V	2	\$504.00	\$1,008.00

BuyBoard Contract 698-23

Subtotal \$36,604.00
Shipping Cost \$350.00
Tax Total \$0.00
Total \$36,954.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1755993



A Trusted IDEX Fire & Safety Brand

October 3, 2023

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in the State of Texas and whose personnel have been factory trained and certified by HURST Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on HURST® Low Pressure (5,000 psi), HURST® High Pressure (10,000 psi), HURST® eDRAULIC®, HURST® StrongArm®, Vetter® and Airshore® rescue equipment:

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Houston, TX 77060
Phone: (800) 784-0404

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon
Director of Distribution
IDEX Fire & Safety
Hurst Jaws of Life / Akron Brass

tar

Cc: Mike Faught, South Central Regional Sales Manager, Hurst Jaws of Life, Inc.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

CONTRACTUALS

Agenda Item No: 11.A.

Memorandum of Understanding between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1

1. Agenda Item:

Consider Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1 and the Participating Agency/Employer. [Omar Garza, Fire Chief]

2. Description:

This Memorandum of Understanding provides provisions for participation and reimbursement related to Urban Search and Rescue activities, or in preparation for a State or Federal disaster, at the request of the State of Texas. It also includes training activities mandated by Texas Engineering Extension Service to maintain operational readiness and will allow for reimbursement to the city for the deployment of the following employees that are currently members of Texas Task Force 1, Type 3, Rio Grande Valley Team.

1. Adrian Villarreal - Rescue Specialist
2. Andres Martinez - Rescue Specialist
3. Bryan Medina - Rescue Specialist
4. Javier Matamoros - Rescue Specialist
5. Kevin Gonzalez - Rescue Specialist
6. Mark Quintanilla - Rescue Specialist
7. Richard McLaughlin - Medical Specialist
8. Richard Trevino - Logistics Specialist

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1 and the Participating Agency/Employer.

Reviewed by:

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

- A. MOU Tx Task Force 1
- B. A. Villarreal Letter of Endorsement
- C. A. Martinez Letter of Endorsement
- D. B. Medina Letter of Endorsement
- E. J. Matamoros Letter of Endorsement
- F. K. Gonzalez Letter of Endorsement
- G. M. Quintanilla Letter of Endorsement
- H. R. McLaughlin Letter of Endorsement

I. R. Trevino Letter of Endorsement



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas A&M Task Force 1,
And
The Participating Agency/Employer



This Memorandum of Understanding (MOU) is entered into between Texas A&M Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Edinburg Fire Department, located in Edinburg, Texas.

TEEX is the Sponsoring Agency, as that term is defined in 42 USC 5165f(a)(6), for TX-TF1, a Task Force as defined in 42 USC 5165f(a)(9), as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this MOU apply to:

- A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
- B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins November 1, 2023, and terminates October 31, 2028, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. Backfill: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.

- D. Deactivation: The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.
- E. Member: A rostered TX-TF1 member.
- F. Personnel Rehabilitation Period: The period sometimes allowed by DHS/FEMA or the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- K. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX shall:
 - 1. Recruit and organize TX-TF1 according to guidelines prescribed in the National US&R Response System Operations Manual.
 - 14. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 - 15. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
 - 16. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-TF1 Standard Pay Policy, Attachment A*.
 - 17. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 18. Develop, implement, and exercise a notification and call-out system for Members.
 - 19. Provide all personal protective equipment and uniforms required by TX-TF1.
 - 20. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 - 21. Maintain all tools and equipment in the US&R cache in a ready state.
 - 22. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.
 - 23. Maintain a primary contact list for all Members.

24. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
 25. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
- B. The Employer shall:
1. Provide approval of its Members' participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the *Participating Agency Individual Member Letter of Endorsement, Attachment C*, at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.
 4. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy*.
 5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
- C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-TF1 Standard Operating Guidelines (SOG)* that are available at <https://texastaskforce1.org/sogs>.
 5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per *TX-TF1 SOG*.
 6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.
 7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 8. Members must advise the Employer of TX-TF1 activities that may require time off work.
 9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the *Emergency Management Operation System (EMOS)*
 10. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the

team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.

11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).
12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items
13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.
3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.
2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.
3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.
6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. DHS/FEMA-Sponsored Training and Exercises

Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and

funding of DHS/FEMA in order to develop the technical skills of the Members.

- B. Task Force Sponsored Training
Periodically Members will be requested or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.
- C. Task Force Sanctioned Training
Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements
Each Member must maintain the skills and abilities identified in the position description requirements and SOG Ref. 1-07 Member Participation. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of the Employer
 - 1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the *TX-TF1 Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
 - 2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.
 - 3. TEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.
- B. Other Reimbursements
 - 1. TEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized

receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX Business Office within 15 days of Deactivation.

2. TEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with *SOG Ref. 1-14 Task Force Travel*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within 15 days from the end of the trip.
3. TEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.
4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA. For interlocal cooperation contracts, these commitments would be in accordance with Texas Government Code, Chapter 791, Interlocal Cooperation Contracts, part 011, Contracting Authority, Terms, (d)(3) which states, "An interlocal contract must specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party."
6. TEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING

- A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by *Sec. 327 of the Stafford Act (42 USC 5165f)*.

- B. Specifically, TEEX intends that a Member participating in an activity described above:
1. Be eligible for the benefits described in *Sec. 327(h) of the Stafford Act (42 USC 5165f(h))* should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
 2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in *Sec. 327(i) of the Stafford Act (42 USC 5165f(i))*;
 3. Be considered in "service in the uniformed services" for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in *Sec. 327(j) of the Stafford Act (42 USC 5165f(j))*;
 4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in *Sec. 327(k) of the Stafford Act (42 USC 5165f(k))*; and
 5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be included in the coverage provided under Chapter 501 of the *Texas Labor Code* in the same manner as an employee, as defined by *Section 501.001*. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS

- A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
- B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.
- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address

below or such other address as the intended recipient may specify in writing:

- a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424
- b. Employer: _____

- E. This MOU is assignable only with the written consent of both parties.
- F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
- J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:
 - Attachment A, TX-TF1 Standard Pay Policy
 - Attachment B, TX-TF1 Pay Schedule by Position (when applicable)
 - Attachment C, Individual Member Letter of Endorsement
 - Attachment D, Employer's TX-TF1 Member Roster

The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

_____ Authorized Signature	_____ Printed Name	_____ Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845-3424</u> State, Zip
<u>(979) 458-0857</u> Phone Number	<u>37167167164025</u> Texas Vendor ID Number	

EMPLOYER: Edinburg Fire Department
Employer Name

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email	

Attachment A

Texas Task Force 1

Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. TX-TF1 members employed by an Employer without a standard pay rate, will be paid at a rate identified with their TX-TF1 position on the *TX-TF1 Pay Schedule by Position, Attachment B*. The member's 40-hour workweek will begin upon activation. The member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40-hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Adrian Villarreal].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter, you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or training events.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org/sogs>.
4. Members must meet medical/fitness standards and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

Attachment C

7. Members must notify TEEC of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the Emergency Management Operation System (EMOS)
8. Members must ensure availability for immediate call-out during the period the Member's assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEC immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

<u>Umar Garza</u>	<u>Fire chief</u>
TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
<u>Umar Garza</u>	<u>10/31/23</u>
TX-TF1 Participating Agency Chief or designee (Signature)	Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

<u>Adrian Villarreal</u>	<u>Rescue Specialist</u>
Member Name (Print)	Task Force Position
<u>[Signature]</u>	<u>10/31/23</u>
TX-TF1 Member (Signature)	Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Andres Martinez].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter, you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or training events.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org/sogs>.
4. Members must meet medical/fitness standards and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

Attachment C

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the Emergency Management Operation System (EMOS)
8. Members must ensure availability for immediate call-out during the period the Member's assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
12. Members must provide documentation of the required immunizations as listed below:
 - Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
 - Hepatitis A
 - Hepatitis B
 - Measles/Mumps/Rubella (if born after 1957)
 - Polio

Costs and requirements associated with TX-TF1 by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-TF1.

Membership on TX-TF1 is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

 TX-TF1 Participating Agency Chief or designee (Print)	Fire Chief Rank/ title
 TX-TF1 Participating Agency Chief or designee (Signature)	10/31/23 Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Andres Martinez Member Name (Print)	Rescue Specialist_____ Task Force Position
 TX-TF1 Member (Signature)	10/12/23 Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 10/23/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Bryan Medina].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

By signing this authorization letter, you are approving participation of the listed individual in TX-TF1 activations and trainings and affirm the Employer's support of the Member's participation in TX-TF1 training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-TF1 activations or training events.

Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-TF1 Standard Operating Guidelines that are available at <https://texastaskforce1.org/sogs>.
4. Members must meet medical/fitness standards and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-TF1 Standard Operating Guidelines.
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-TF1 activities that may require time off work.

Attachment C

7. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the Emergency Management Operation System (EMOS)
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9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.
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 - Hepatitis B
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	<i>Fire chief</i>
TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
	<i>10/21/23</i>
TX-TF1 Participating Agency Chief or designee (Signature)	Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Bryan Medina_____	Rescue Specialist_____
Member Name (Print)	Task Force Position

	10/23/2023
TX-TF1 Member (Signature)	Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Javier Matamoros].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

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Following are the participation requirements for Members of TX-TF1:

Members must be in good standing with the Employer.

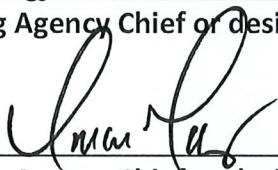
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Attachment C

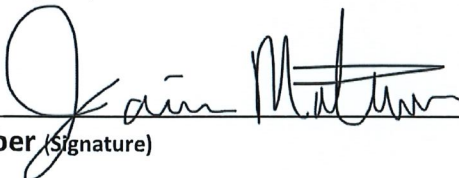
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 TX-TF1 Participating Agency Chief or designee (Print)	Fire Chief Rank/ title
 TX-TF1 Participating Agency Chief or designee (Signature)	10/31/23 Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Javier Matamoros Javier Matamoros Member Name (Print)	Rescue Specialist _____ Task Force Position
 TX-TF1 Member (Signature)	12 October 2023 Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Kevin Gonzalez].

TX-TF1 functions as one of the 28 federal teams under the Federal Emergency Management Agency (FEMA)'s National Urban Search and Rescue System and as a statewide urban search and rescue team under direction of the Texas Division of Emergency Management (TDEM). TX-TF1 also coordinates the state's swiftwater rescue program and the helicopter search and rescue team which works in conjunction with Texas Military Forces.

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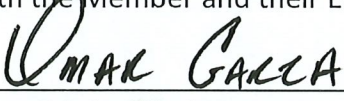
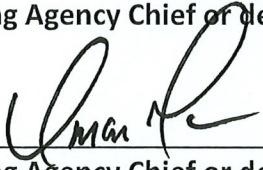
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 TX-TF1 Participating Agency Chief or designee (Print)	Fire Chief Rank/ title
 TX-TF1 Participating Agency Chief or designee (Signature)	10/31/22 Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Kevin Gonzalez Member Name (Print)	Rescue Specialist Task Force Position
---------------------------------------	--

 TX-TF1 Member (Signature)	10-3-23 Date
--	-----------------

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Mark Quintanilla].

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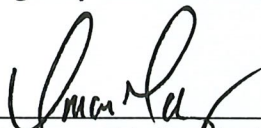
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Attachment C

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	<i>Fire Chief</i>
TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
	<i>10/31/23</i>
TX-TF1 Participating Agency Chief or designee (Signature)	Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Mark Quintanilla	Rescue Specialist_
Member Name (Print)	Task Force Position
	<i>08-01-2023</i>
TX-TF1 Member (Signature)	Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Richard McLaughlin].

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 _____ TX-TF1 Participating Agency Chief or designee (Print)	Five Chief _____ Rank/ title
 _____ TX-TF1 Participating Agency Chief or designee (Signature)	10/31/23 _____ Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

_Richard McLaughlin_____ Member Name (Print)	Medical Specialist_____ Task Force Position
 _____ TX-TF1 Member (Signature)	10/12/23 _____ Date

Attachment C
Texas A&M Task Force 1
Urban Search and Rescue (US&R)
Participating Agency/Employer (Edinburg Fire Department)
Individual Member Letter of Endorsement

Date: 4/21/2023

To: [Edinburg Fire Department]
From: TX-TF1 Deputy Chief
Re: Participation in Texas Task Force 1

Texas A&M Task Force 1 (TX-TF1) a State and Federal Emergency Response Task Force requests TX-TF1 membership endorsement for [Richard Trevino].

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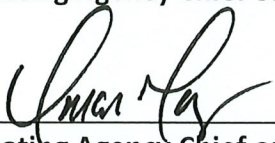
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	<i>Fire Chief</i>
TX-TF1 Participating Agency Chief or designee (Print)	Rank/ title
	<i>10/31/23</i>
TX-TF1 Participating Agency Chief or designee (Signature)	Date

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement.

Richard Trevino	Logistics Specialist_
Member Name (Print)	Task Force Position

	<i>10/3/23</i>
TX-TF1 Member (Signature)	Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

CONTRACTUALS

Agenda Item No: 11.B.

RFQ 2022-008 Geotechnical Engineering Service - North 281 Elevated
Water Storage Tank

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 8 with Raba Kistner, Inc., for Material Testing Services for the North 281 Elevated Water Storage Tank for an Amount Not to Exceed \$40,815.26 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

Raba Kistner, Inc will provide material testing services for the city's new 1 million gallon composite elevated water storage tank. This service will be provided throughout the duration of the construction of the proposed tank.

Funding is available through the American Rescue Plan Act (ARPA) and O&M Funds.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 8 with Raba Kistner, Inc., for Material Testing Services for the North 281 Elevated Water Storage Tank for an Amount Not to Exceed \$40,815.26 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Attachment A - Agreement

THE STATE OF TEXAS § JOB TASK ORDER NUMBER EIGHT (23) TO THE
AGREEMENT BETWEEN THE CITY OF EDINBURG AND
COUNTY OF HIDALGO § RABA KISTNER, INC FOR GEO-TECHNICAL
ENGINEERING SERVICES FOR NORTH 281 ELEVATED
WATER STORAGE TANK PURSUANT TO RFQ 2022-008
CITY OF EDINBURG §

This Job Task Order Number Eight (8), to the Agreement between the City of Edinburg and Raba Kistner, Inc., dated August 16, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and Raba Kistner, Inc. (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 16, 2022 the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services (hereafter referred to as “Agreement” and attached as Exhibit “C”). Specifically, it was agreed that the Consultant shall provide Geo-Technical Engineering Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Eight (8) to the Agreement to provide for Geotechnical Engineering Services for the Construction Material Observation and Testing Services for North 281 Elevated Water Storage Tank Bid as set out in Exhibit “A” attached hereto; and

NOW, THEREFORE, said Job Task Order Number Eight (8) to the Agreement is hereby agreed to and included in the Agreement to provide for Geotechnical Engineering Services for the Construction Material Observation and Testing Services for North 281 Elevated Water Storage Tank Bid, at the amount not to exceed the proposed amount, as set out in Exhibit “A” attached hereto.

NOW, THEREFORE, said Job Task Order Number Eight (8) to the Agreement is hereby agreed to be amended to include Assurance of Compliance with Civil Right Provisions & Federally Mandated Procurement Provisions Appendix II to 2 CFR Parts 200, attached as Exhibit B to this Amendment; and

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

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
City Attorney

RABA KISTNER, INC

BY: _____
Isidoro Arjona, PE, PMP, F.ASCE
Senior Vice President
800 E. Hackberry
McAllen, Texas 78501
Phone: 956-682-5332
Fax: 956-682-5487
Email: iarjona@rkci.com

**Attachments: Exhibit "A" Proposal of Job Task Order 8
Exhibit "B" Civil Rights Provisions & Appendix II to 2 CFR Part 200
Exhibit "C" Master Agreement
Exhibit "D" Certificate of Insurance**

EXHIBIT “A” – PROPOSAL

AGREEMENT

BETWEEN CITY OF EDINBURG

AND RABA KISTNER INC

Proposal No.: PMD23-093-01
October 20, 2023

Gerardo Carmona
Director of Utilities
City of Edinburg
1201 N. Doolittle
Edinburg, TX 78542

**RE: Proposal for Construction Materials Observation and Testing Services
City of Edinburg – Elevated Water Storage Tank
Intersection of Highway 281 and Monte Cristo Road, Edinburg, TX.**

Dear Mr. Carmona:

RABA KISTNER, Inc. (RKI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our revised opinion of probable cost of services for this project is:

Base Scope according to Plans	\$ 17,848.41
<u>Assumed Structural Scope</u>	<u>\$ 22,966.85</u>
Grand Total:	\$ 40,815.26

- * Quantities may vary depending on the foundation pier final design.
- * Revised quantities were based on the meeting held 10/20/2023 at the Melden & Hunt office.

Our estimated scope of services and estimated item quantities were based upon the information provided via electronic transmittal received by our office from Mr. Gerardo Carmona, with City of Edinburg on Tuesday, October 3, 2023. Project information provided to RKI are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKI's** estimate of the probable costs associated with implementing the work outlined on Pages No. 4 - 6 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER, Inc.



Eloy Arredondo
CoMET Supervisor

AR

Attachments: Basic Charges
I-Standard Terms and Conditions
II-Schedule of Fees
Copies submitted: Above (1)

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

October 20, 2023

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)		1.00 /hour(s)
Vehicle Trip Charge		\$60.00 /trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKI** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKI** for the project.
7. **RKI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

October 20, 2023

CONSTRUCTION MATERIALS TESTING UNIT RATES**City of Edinburg – Elevated Water Storage Tank**

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork: Base Bid				
1. Moisture-Density Relationship (Proctor)	\$257.27	each	5	\$1,286.35
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$114.00	each	5	\$570.00
3. Sieve Analysis - 200	\$85.33	each	5	\$426.65
4. Technician Time Sampling	\$64.25	hour	10	\$642.50
5. Vehicle Travel Charge	\$60.00	trip	5	\$300.00
6. Proof Rolling Observation	\$64.25	hour	3	\$192.75
7. Vehicle Travel Charge	\$60.00	trip	1	\$60.00
8. Field Density Test - Asphalt Subgrade & Base	\$25.17	each	4	\$100.68
9. Technician Time - Asphalt Subgrade & Base	\$64.25	hour	4	\$257.00
10. Vehicle Travel Charge - Asphalt Subgrade & Base	\$60.00	trip	2	\$120.00
11. Field Density Test - Concrete Pavement & Sidewalks	\$25.17	each	4	\$100.68
12. Technician Time - Concrete Pavement & Sidewalks	\$64.25	hour	4	\$257.00
13. Vehicle Travel Charge - Concrete Pavement & Sidewalks	\$60.00	trip	2	\$120.00
14. Field Density Test - Water Tank Subgrade, Limestone & Fill	\$25.17	each	76	\$1,912.92
15. Technician Time - Water Tank Subgrade, Limestone & Fill	\$64.25	hour	40	\$2,570.00
16. Vehicle Travel Charge - Water Tank Subgrade, Limestone & Fill	\$60.00	trip	20	\$1,200.00
17. Field Density Test - Utilities	\$25.17	each	10	\$251.70
18. Technician Time - Utilities	\$64.25	hour	10	\$642.50
19. Vehicle Travel Charge - Utilities	\$60.00	trip	5	\$300.00
Subtotal				\$11,310.73
Concrete: Pavement, Civil, Fence & Ditch				
1. Concrete Compressive Strength Tests	\$19.41	each	40	\$776.40
2. Technician Time - Concrete Testing	\$64.25	hour	16	\$1,028.00
3. Air Content of Concrete	\$32.90	each	8	\$263.20
4. Technician Time - Pick-Up of Specimen(s)	\$64.25	hour	8	\$514.00
5. Vehicle Travel Charge	\$60.00	trip	8	\$480.00
Subtotal				\$3,061.60
Reinforcing Steel:				
1. Reinforcing Steel Observon	\$64.25	hour	10	\$642.50
2. Vehicle Travel Charge	\$60.00	trip	5	\$300.00
Subtotal				\$942.50
Structural Steel Observation:				
1. Structural Steel Observation Certified Welding Inspector	\$147.50	hour	As Requested	
2. Vehicle Travel Charge	\$60.50	trip	As Requested	
Subtotal				\$0.00
Asphalt:				
1. Asphalt Concrete Laydown Observation	\$78.00	hour	4	\$312.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$372.75	each	1	\$372.75
3. Maximum Theoretical Specific Gravity of Asphalt	\$111.25	each	1	\$111.25
4. Field Density Test	\$27.50	each	2	\$55.00
5. Laboratory Density	\$89.08	set	As Requested	
5. Asphaltic Concrete Coring:				
a.) Two Men	\$133.00	hour	As Requested	
b.) Coring Rig	\$133.00	day	As Requested	
c.) Generator	\$126.05	day	As Requested	
d.) Bit Wear	\$6.00	/in. -in.	As Requested	
6. Vehicle Travel Charge	\$60.00	trip	1	\$60.00
Subtotal				\$911.00
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$1,622.58
Subtotal				\$1,622.58
		GRAND TOTAL		\$17,848.41

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edinburg – Elevated Water Storage Tank

SERVICE	UNIT RATE		QUANTITY	TOT
Concrete: Pavement, Civil, Fence & Ditch				
1. Concrete Compressive Strength Tests	\$19.41	each	130	\$2,523.30
2. Technician Time - Concrete Testing	\$64.25	hour	52	\$3,341.00
3. Air Content of Concrete	\$32.90	each	26	\$855.40
4. Technician Time - Pick-Up of Specimen(s)	\$64.25	hour	13	\$835.25
5. Vehicle Travel Charge	\$60.00	trip	13	\$780.00
Subtotal				\$8,334.95
Reinforcing Steel:				
1. Reinforcing Steel Observtion	\$64.25	hour	26	\$1,670.50
2. Vehicle Travel Charge	\$60.00	trip	13	\$780.00
Subtotal				\$2,450.50
Drilled Pier:				
(Assuming 5 Pier Production Per Day 2 set every 7 feet)				
1. Drill Pier Observation - Technician Time	\$82.00	hour	80	\$6,560.00
2. Drill Pier Observation - Technician Time (Over Time)	\$123.00	hour	12	\$1,476.00
2. Air Content of Concrete	\$32.90	hour	10	\$329.00
3. Cylinders Cast in Conjunction with Observation	\$20.00	each	50	\$1,000.00
4. Technician Time - Pick-Up of Specimen(s)	\$64.25	hour	2	\$128.50
5. Vehicle Travel Charge	\$60.00	trip	10	\$600.00
Subtotal				\$10,093.50
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$2,087.90
Subtotal				\$2,087.90
GRAND TOTAL				\$22,966.85

CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Edinburg – Elevated Water Storage Tank

Fees for Consulting & Coordination Services

Unit Fees

Principal Engineer	\$254.75 to \$428.75 /hour
Managing Engineer	\$165.50 to \$282.75 /hour
Staff Engineer.....	\$131.25 to \$226.75 /hour
Laboratory Manager	\$102.50 to \$203.00 /hour
Construction Services Manager	\$102.50 to \$203.00 /hour
Outside Professional Services & Reimbursable	
Additional Insured.....	\$304.25 /each
Report Preparation and Administration	\$67.00 to \$113.75 /hour

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: **Company Name:** _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

**EXHIBIT “B” –
CIVIL RIGHTS PROVISIONS
APPENDIX II TO 2 CFR PART 200

AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER INC**

**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS**
ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as “the Recipient”) must ensure that any contract or sub-award (hereinafter referred to as “the contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.
3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.
6. The Contractor and Contractor’s successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The

non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT “C” – MASTER AGREEMENT

AGREEMENT BETWEEN CITY OF EDINBURG AND RABA KISTNER INC

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022- 008
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and **Raba Kistner, Inc** (hereinafter "**Consultant**"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional geotechnical engineering services; 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. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

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 a Job Task Order 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 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 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 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 or implied 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.

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 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 Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. 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.

B. 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. 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.

C. 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.

D. 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.

E. 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.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. 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 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 Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

I. Prior to and as a condition of final payment to the 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 liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. 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 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 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.

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

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.

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 Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

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

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

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

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

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

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant 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 consultant regarding this agreement.

SECTION XI

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 pursuant to the Task Order which is the subject matter of the claim. Consultant 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, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

A. 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 XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

800 E. Hackberry
McAllen, Texas 78501
Attn.: Katrin M. Leonard, P.E.

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

SECTION XVI **NON-APPROPRIATIONS**

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and 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 XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

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

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

B. No failure or delay of 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 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.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October, 2022.

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 Y. Balderas, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

RABA KISTNER, INC

BY: _____

Katrin M. Leonard, PE
Vice President
800 E. Hackberry
McAllen, Texas 78501
Phone: 956-682-5332
Fax: 956-682-5487
Email: kleonard@rkci.com

Attachments: Exhibit "A" RFQ 2020-008, Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Fee Schedule

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA
KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO
RFQ NO. 2022-008**

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES

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REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until 3:00 p.m. Central Time, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-008 GEO-TECHNICAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2022-008 GEOTECHNICAL ENGINEERING SERVICES

INTENT

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

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **GEOTECHNICAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

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.

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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) 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 www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An original and Five (5) **COPY** sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES"**. **In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of

1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Engineering is currently seeking to retain a rotation list of qualified professional Geotechnical Engineering firms to provide Geotechnical Engineering and Material Testing. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geotechnical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation
- I. Environmental Reports

2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Geotechnical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022
RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **August 2, 2022 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of

response must be provided. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEOTECHNICAL ENGINEERING SERVICES**.

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE
CITY OF EDINBURG AND
DISCIPLINE CONSULTANT FOR
PROFESSIONAL DISCIPLINE
SERVICES PURSUANT RFQ NO.
2022-0XX

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and FIRM NAME, Inc (hereinafter “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit “A”, and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; 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. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

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 a Job Task Order 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 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 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 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 or implied 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.

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 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 Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. 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.

B. 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. 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.

C. 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.

D. 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.

E. 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.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. 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 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 Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

I. Prior to and as a condition of final payment to the 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 liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. 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 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 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.

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

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.

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 Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

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

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

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

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

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

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant 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 consultant regarding this agreement.

SECTION XI

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 pursuant to the Task Order which is the subject matter of the claim. Consultant 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, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

A. 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 XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

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

SECTION XVI **NON-APPROPRIATIONS**

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and 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 XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

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

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

B. No failure or delay of 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 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.

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2022.

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 Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY: _____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

**Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance**

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES
PURSUANT TO RFQ NO. 2022-XXX**

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES
PURSUANT TO RFQ NO. 2022-XXX**



STATEMENT OF QUALIFICATIONS FOR:
Geotechnical Engineering Services

RFQ # 2022-008

CITY OF EDINBURG | AUGUST 2, 2022

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Information contained in this response to RFQ #2022-008 Geotechnical Engineering Services and any supplemental information submitted during the selection, negotiation or contracting phases may contain confidential and proprietary information belonging to Raba Kistner. Disclosure of this information would reveal Raba Kistner's individual approach, including methods employed for investigation, examination, assessment and analysis, processes and procedures. Confidential and proprietary information should not be disclosed in response to a request for information submitted under Chapter 552, Texas Government Code. Raba Kistner has made all reasonable efforts to highlight, separate or otherwise indicate information to be excepted from disclosure due to its confidential and/or proprietary nature. Information not designated as proprietary or confidential may still be subject to an exception from disclosure.



August 2, 2022

City of Edinburg
c/o City Secretary
415 W University Drive
Edinburg, TX 78541

800 East Hackberry
McAllen, TX 78501

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257

WWW.RKCI.COM

RE: RFQ #2022-008 Geotechnical Engineering Services

To Whom It May Concern:

It is Raba Kistner's understanding that the City of Edinburg is interested in contracting with competent engineering firms, registered and licensed in the State of Texas to complete work for projects requiring Geotechnical Engineering and Construction Materials Testing services. If selected, we understand we will be responsible for leading full teams of engineers and or related consultants as needed for each project.

We understand your requirements and are prepared to provide experienced professional support to assist you in meeting your project objectives. We have performed engineering services for many similar projects for counties, cities, irrigation districts, and TxDOT throughout the Rio Grande Valley as well as the entire State of Texas.

We are a firm that listens to its clients and is firmly committed to serving them with reliable, professional services. We have been providing professional engineering services to government-related clients for more than 53 years, and have successfully worked on thousands of projects within the Rio Grande Valley, including for the City of Edinburg for over 27 years. These entities remain Raba Kistner's clients today because we listen, we understand their specific needs, and we help them accomplish their project objectives.

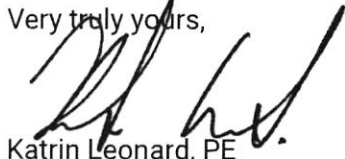
With an offices located in McAllen and Brownsville, Raba Kistner is locally-managed and operated by professionals within the Rio Grande Valley, and is supported by one of the largest engineering firms in the southwestern United States. We are pleased to present our company's sound experience and solid qualifications to the City of Edinburg. We pledge to provide you with a professional, timely, cost effective service. We offer one of the largest pools of resident technicians, inspectors, testing professionals, and engineers in the Valley. Our availability of staff and coverage in the area allows us to handle both large, complex, and smaller projects and have a high level of quality control on those projects.

Raba Kistner is pleased to present our Statement of Qualifications to the City of Edinburg for the above-mentioned RFQ for Professional Geotechnical Engineering. We have carefully reviewed the RFQ, evaluated the availability of key staff, and developed a

strategy to effectively perform the necessary services. We feel that, given our history serving the City, we are familiar with your priorities and processes and can provide quality, timely, and cost effective services to the City of Edinburg.

Raba Kistner looks forward to continuing our strong relationship with the City of Edinburg. We are honored for the renewed opportunity to be considered to provide Geotechnical Engineering services for your upcoming projects. Upon reviewing our qualifications, should you have any questions or need further information, please contact me by phone at 956.682.5332 or via email at kleonard@rkci.com. I am able to bind the firm to a contract with the City of Edinburg should we be selected to provide services.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Leonard', is written over the closing 'yours,'.

Katrin Leonard, PE

Vice President, Rio Grande Valley

Firm Qualification and Experience

Firm Profile

Founded in 1968, Raba Kistner, Inc. (Raba Kistner) is recognized as one of the Southwest's largest consulting firms offering Environmental Consulting and Engineering specialties. We self-perform professional services, such as:

- Construction Materials Engineering, Testing, and Observation;
- Environmental Consulting and Engineering;
- Geotechnical Engineering;
- Facilities Engineering and Roofing/Waterproofing Consulting;
- Program and Project Management and
- Pavement Consulting.

Raba Kistner has grown over our more than 50-year history, expanding from our headquarters in San Antonio, Texas, to an Engineering News-Record "Top 500 Firm" of more than 500 employees operating in ten different markets in Texas, Utah, Nebraska, Arizona, New York, California and Mexico. In 2018, Raba Kistner joined Construction Sciences, Pty, Ltd (now Intega), an Australian engineering firm. Today, we are a company of engineers, geologists, scientists and technologists providing project management and oversight services; environmental services; forensics engineering; construction materials engineering, testing and observation; geotechnical engineering, testing and pavement consulting; building envelope consulting; and infrastructure oversight and quality management.

More than 75% of our team holds licenses or certifications in their areas of expertise. Furthermore, Raba Kistner's Geotechnical and Construction Materials Testing staff and laboratories are among the largest in the state. Raba Kistner's resources, manpower, and organizational structure allow for all of our employees to serve as seamless service providers for every project.

Our purpose is to provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve.



Raba Kistner's internal policies, procedures, and plans have been proven to ensure the delivery of high quality services to our clients, and include the following:

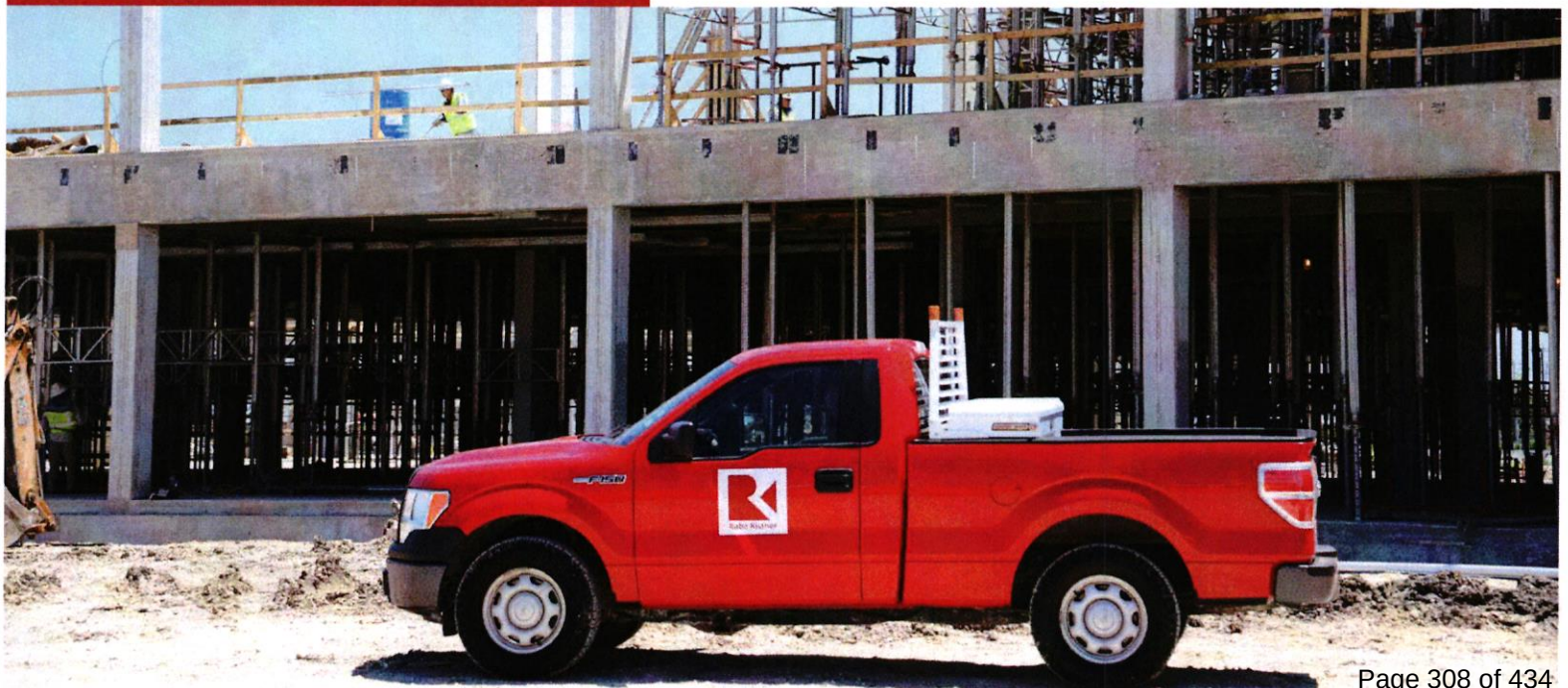
- **Qualified Technical Staff and Continued Education Policy**
- **Quality Control/Quality Assurance Procedures**
- **Professional Development and Project Management Tools**
- **The very core of Raba Kistner: the importance we place on our most highly valued asset — our employees — and our culture of employee safety.**

Firm Qualification and Experience

Qualified Technical Staff

Raba Kistner provides a wide variety of professional consulting services throughout Texas and the Southwestern US. Our technical staff is uniquely qualified to perform a wide range of services that may be required for your projects and programs. Our staff hold professional licenses and specialized certifications in their areas of expertise and competency. This expertise, coupled with the efficient use of vast company resources and partnerships, enhances our ability to address complicated project issues and provide rapid response to client requests. Given our staff size and experience within each service, we are confident in our ability to assume the lead role on major infrastructure projects or complement clients' existing in-house capabilities.

Raba Kistner employs staff who are qualified and degreed (Bachelors, Masters, and Doctorate), trained, or otherwise certified in Civil Engineering, Geotechnical Engineering, Geological Engineering, Structural Engineering, Architectural Engineering, Welding Inspection, Biological Sciences, Environmental Science, Environmental Planning, Geology, Anthropology, Archaeology, Historic Preservation, Geographic Information Systems (GIS), Urban and Regional Planning, and other disciplines.



Firm Qualification and Experience

Relevant registrations and certifications across the Raba Kistner team include:

- American Concrete Institute (ACI)
- American Institute Certified Planners (AICP)
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Certified Welding Inspectors (CWI)
- FAA-Certified Part 107 Remote UAS (Drone) Pilot Certificate
- Professional Engineers (PE)
- Professional Geologists (PG)
- Professional Geoscientists (PGs)
- Project Management Professionals (PMP)
- Registered Environmental Professionals (REP)
- Registered Professional Archaeologists (RPA)
- GPS and GIS Training Certifications
- Wetland Training Institute (WTI)-trained Wetland Delineators

Firm Experience

Raba Kistner has played an integral role in the expansion of Rio Grande Valley communities since 1991, and we have successfully provided environmental services, engineering, consulting and testing throughout the region to improve the quality of life of its citizens.

We have performed over 1,500 projects for city, county, and state entities in the Rio Grande Valley in the last 30 years. We have also worked extensively with key staff at City of Edinburg for more than 25 years.

Our local familiarity adds to the quality of services we are able to provide our clients throughout the region. Our commitment to protecting our clients' interests remains constant. Used individually or collectively, Raba Kistner's services provide practical, on-time, on-budget solutions.

Raba Kistner has more than 500 employees in twelve different offices company-wide that are available as resources for these City of Edinburg projects. With the necessary technology and communications systems in place, we are able to move work through each of our offices and have the added capability of additional staff available to QA/QC our work performed. Raba Kistner also has a second Valley office in Brownsville that could be called upon for assistance or Quality Control without any loss of efficiency, quality, or deadlines.

Our current workload is such that all proposed personnel can begin assignments for these projects immediately upon notice to proceed.

Firm Qualification and Experience

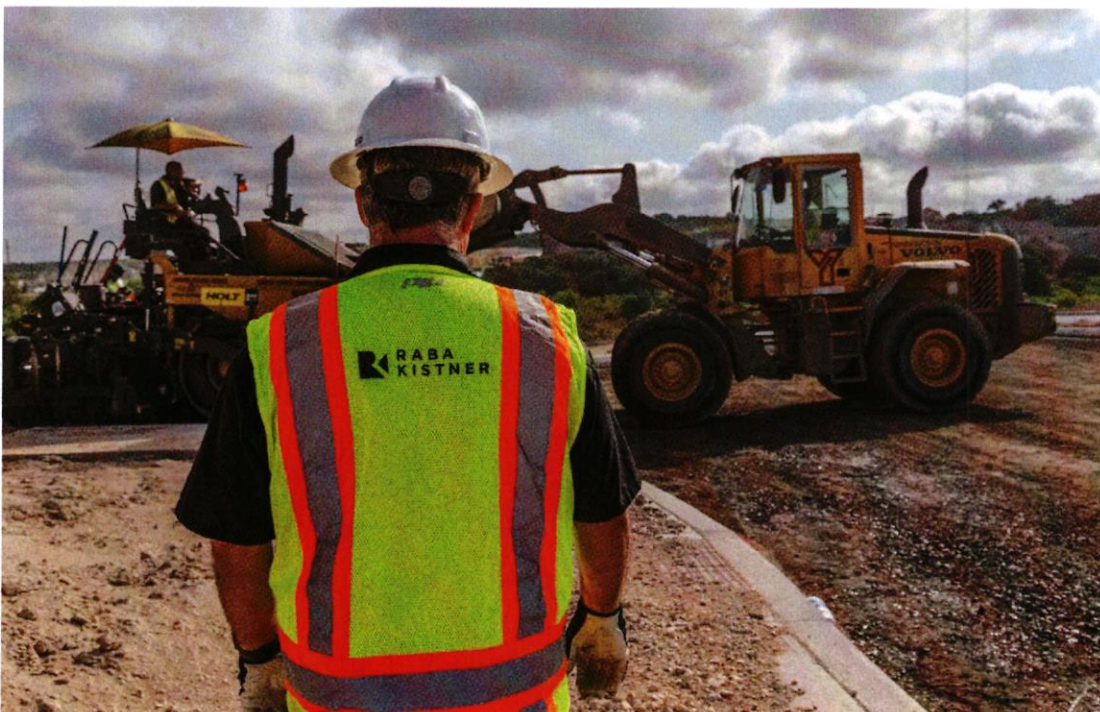
Our project staffing requirements are very dynamic, and we have adequate field and support personnel to service the various projects associated with this SOQ due to staff flexibility and versatility. We will be able to staff smaller assignments.

Our employees work and live in the area and are familiar with the local issues and concerns. Given our history of practicing professional engineering and consulting services within the Valley, we have a comprehensive database of geotechnical subsurface conditions. This aids clients such as the City of Edinburg in that we are able to pull from first-hand knowledge when dealing with projects.

The Raba Kistner McAllen Office employs more than 40 staff members. Given our previous and current experience working with the City of Edinburg, we trust you are familiar with the quality of work that each of these individuals provides.

Over the last five years, our experience includes providing Geotechnical Engineering and Materials Testing services to the following public entities:

- City of Alton
- City of Brownsville
- City of Donna
- City of Harlingen
- City of McAllen
- City of Mercedes
- City of Pharr
- City of Port Isabel
- City of San Juan
- City of Weslaco
- Cameron County
- Hidalgo County
- Hidalgo County Drainage District #1
- Hidalgo County RMA



Firm Qualification and Experience

Below is a sample of projects that Raba Kistner has completed for municipal clients within the past five years:

PROJECT	CLIENT
Bryan Village Subdivision	City of Alton
Sol Alegre Subdivision Phase I	City of Edinburg
Oak Hill at Villanueva Phase I	City of Edinburg
Hacienda San	City of San Juan
Boca Subdivision	City of McAllen
Landfill Cell 7B	City of Edinburg
Chapin Hike and Bike Trail	City of Edinburg
Veterans Boulevard	City of Edinburg
Bert Ogden Pharr Subdivision	City of Pharr
Imperial Heights Subdivision	City of Alton
Border Town Phase III Subdivision	City of Edinburg
Sioux Coves	City of San Juan
Lift Station No. 3	City of Pharr
Pyxis Multifamily Subdivision	City of McAllen



Projects Management and Approaches

Raba Kistner will provide the following services for the City of Edinburg:

- Geotechnical Engineering
- Construction Materials Testing

Work will be primarily performed out of our McAllen office. Should it be needed, Brownsville office is available to provide additional resources.

We will bring our experience gained through servicing thousands of testing projects performed in Texas. Our Rio Grande Valley operations, the largest in the Valley, includes advanced technology in our testing laboratory. Raba Kistner has the knowledge, experience, and the equipment to provide the anticipated services listed as minimal qualifications in the RFQ as well as additional services, if needed. Our extensive experience results from providing these services for most of the high profile projects throughout South Texas for more than 53 years.

— PROJECT MANAGER DUTIES

Geotechnical Project Manager, Ms. Katrin Leonard, PE will be responsible for the day-to-day management of the geotechnical engineering and construction materials testing projects, with special emphasis on budget and schedule. They will be directly responsible for all project management activities including:

- Contractual terms and conditions
- Budgeting and cost control
- Personnel and resource allocations
- Activities schedules and milestones
- Design coordination
- Contract data management
- Subcontract management
- Review meetings
- Agenda and minutes

The Project Manager has many systems to assist in the monitoring and control of the project, including:

- **PROJECT INITIATION/SETUP** – The Project Manager analyzes the project and determines the level of the work breakdown structure depending upon the project complexity, scope, duration, and cost. She sets up in the Project Management System and the Project Scheduling System including the tasks, budgets by task, work products, and schedules for the delivery of the work products.

Firm Qualification and Experience

- **PROJECT STATUS REPORTS** – Weekly Project Status Reports are produced by Raba Kistner's accounting and project management system. The reports allow the Project Manager to monitor the status of the project to include percent budget spent, percent project complete, expected budget at completion, over or under budget, scheduled delivery dates for work products, work in progress, and invoices.
- **WEEKLY MEETINGS** – Weekly meetings are conducted by the Project Manager with the Department Manager to review the status of the project, identify issues, develop corrective action plans, and monitor existing corrective action plans for implementation status.
- **MONTHLY MEETINGS** – The Principal in Charge meets monthly with the Project Manager to review the status of the project, identify issues, develop corrective action plans, and monitor existing corrective action plans for implementation status.

Construction Materials Testing Approach

Typically, Raba Kistner's services are on an on- call basis and usually we are able to respond to requests within 24 hours, and sometimes within hours. Depending on the laboratory testing performed, there is a specific time frame required to complete the tests. Generally, routine laboratory tests, such as Atterberg Limits test, sieve analysis, and moisture-density relationship tests are completed within three to four days. Asphalt laboratory testing is generally completed within two to three days. Because concrete mix designs usually require 28-day compressive strength test results, these tests are normally performed at least 1 ½ to 2 months prior to being needed.

Raba Kistner understands that our tests and field reports are required for the contractor to move on to the next phase, so a concerted effort is put forth to provide report turnaround time in an acceptable time frame. Depending on the schedule of the project, we can work with the client to expedite our tests and report generation. Further, as part of our inspection services, Raba Kistner will provide the City of Edinburg with the appropriate documentation regarding deficient test results or non-compliant work elements. Pre-final independent inspections have proven to be very effective. These help prepare the owner prior to final walk-through. Raba Kistner will help the City of Edinburg achieve project completion through proactive inspections. A binder containing copies of all inspection reports will be submitted to the City of Edinburg prior to closing each Task Order, if requested.



Firm Qualification and Experience

The following is a general outline of steps to be taken for all project requests:

- The City of Edinburg requests services from Raba Kistner.
- Raba Kistner Project Manager collaborates with the City of Edinburg and Raba Kistner staff to define work scope, budget and schedule.
- Project Manager assembles team to accomplish work scope.
- Project Manager reviews the scope, budget and schedule with team members and conducts "mission planning" to address project objectives.

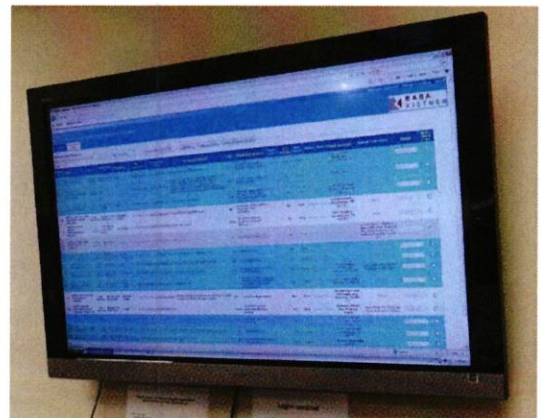
— CONSTRUCTION MATERIALS ENGINEERING, TESTING, AND OBSERVATION SERVICES:

DISPATCH

- Raba Kistner's full-time dispatcher will accept calls from the project site to schedule testing.

SCHEDULING

- Raba Kistner's dispatcher will schedule work assignments into the firm's web-based program RKIS [accessible to Raba Kistner staff, the City of Edinburg, and the City of Edinburg's design and construction team (via individual -specific login and password)].
- Raba Kistner will dispatch a qualified field technician by cellular phone to the project site to perform field observation and testing services.



FIELD OBSERVATION AND TESTING

- Raba Kistner's field technician will conduct observation and testing services at the project site and record results.
- Raba Kistner's field technician will report results to the Project Site Superintendent and return the information and additional laboratory samples to the Raba Kistner office.

LABORATORY TESTING

- Raba Kistner's local laboratory will test construction materials collected by field technicians.

REPORTING

- Raba Kistner's office will input field observation and testing results into the online RKIS system.
- A Raba Kistner Professional Engineer will review all field and laboratory data, and sign the test reports before sending to the City of Edinburg, and other designated personnel by e-mail, fax, mail or online reporting.

— PROPOSED COST CONTROL METHODS

The development of a construction materials testing scope of work is generally dictated by the project specifications, the project plans and details, and other code requirements. Prior to development of the scope of work, many key factors about the project that affect the scope of work are collected from various parties, including the owner's representative, the design team, and the general contractor. These items include an understanding of the construction schedule, an understanding of the means and methods to be employed by the general contractor, an estimate of the construction cost, and the knowledge of local construction practices which Raba Kistner has developed throughout the last 52 years.

The plans and specifications are closely reviewed to determine the frequency of testing, the type of tests, and the quantities of materials to be tested. Raba Kistner employs construction materials estimators that have many years of experience estimating the quantities of materials to be tested and/or observed. Once this information is collected, a determination of the number of tests is calculated based on the test frequencies cited in the project specifications.

Raba Kistner's scope of work is further refined by performing an estimation of the number of man hours and site visits necessary to perform the required tests and observations. By reviewing the construction schedule and the means and methods provided by the general contractor, a more realistic idea of man power may be projected. Because overtime rates play a major role in determining the overall estimated budget for testing, the contractors schedule of work helps us determine what percentage of our work will be performed at overtime rates.

Finally, Raba Kistner's scope of work is presented to our client to explain the contents of our proposal and define any assumptions made during the preparation of the scope of work and cost estimate. If the assumptions made are inaccurate, a revision to the scope of work is made. Because our scope of work is highly dependent upon the actions and the progress of the contractor, we provide the owner with progress reports as to the adherence of the budget and scope. For any change in scope occurring during the course of the project, Raba Kistner will obtain authorization by the owner prior to performing the work.

Firm Qualification and Experience



Geotechnical Engineering Approach

Close coordination and communication with the City of Edinburg representatives and Raba Kistner technical staff will be key to the successful execution of work under this contract. Raba Kistner's Project Manager will be available on a continuous basis during extended hours, seven days a week, to receive requests from the City of Edinburg and coordinate with the appropriate technical staff and agencies for the execution of each assignment. Once a task is requested, Raba Kistner will provide the City of Edinburg with a scope, fee and schedule, then internally make the assignment to our staff. The assignment will be completed in coordination with the City of Edinburg staff and regulatory authorities, as is appropriate, within the agreed schedule.

— GEOTECHNICAL ENGINEERING SERVICES

RESEARCH

- Raba Kistner will research its geotechnical database of the City of Edinburg area geotechnical engineering studies to identify historical data available for the project area.
- Raba Kistner will capitalize on the project specific knowledge that we have performing work in the City of Edinburg area.

FIELD SERVICES

- Raba Kistner's field services team will identify boring locations and coordinate utility clearance, boring location clearance, and traffic control, if necessary.
- Raba Kistner's professional loggers will oversee the drilling services provided by a subcontract driller. Raba Kistner provides professional loggers in the field in-lieu-of technicians.
- Raba Kistner's professional logger will help the geotechnical engineering team identify subsurface conditions in the project area, and can help determine subsurface variability.

Firm Qualification and Experience

LABORATORY SERVICES

- Raba Kistner's professional logger will bring soil boring samples to our AASHTO/USACE accredited lab for analysis.
- Raba Kistner will have the laboratory testing performed under the direction of Mr. Juan Carrillo, NICET Level I.

ENGINEERING EVALUATION AND REPORTING

- Raba Kistner's geotechnical engineering staff will analyze the soil boring data and prepare recommendations.
- Raba Kistner's Professional Engineer will review, seal and sign the geotechnical study and recommendations and send to the City of Edinburg and the design team.
- Raba Kistner's Professional Engineering staff includes multiple senior-level consultants with extensive experience in geotechnical studies for utility construction projects. This includes numerous projects involving slope stability, settlement analyses, bridge foundation, and pavement consulting.

Software/Data Management Systems

Raba Kistner has several ways to keep the City of Edinburg apprised of project status. The following describes some of these processes:

— RABA KISTNER INFORMATION MANAGEMENT SYSTEM

Raba Kistner has developed Raba Kistner Information Management System (RKIS), an award-winning electronic data management system that allows clients to access project-specific information online. RKIS offers the ability to transmit daily inspection reports and test results; perform statistical analysis of acceptance test results; and monitor deficiencies, non-conformances, and risks. RKIS provides authorized users access to information from anywhere in which internet access is available.

Raba Kistner will provide the City of Edinburg management, design, and general contracting team with user IDs and passwords to access information for specific projects. The RKIS system will help the team to track field technician scheduling and research project test results. This reduces the amount of time project managers would typically spend on the telephone and at the office seeking information or researching hard copy test results. Our web-based system also contains an engineer's desk in which spread sheets of test data and statistical data related to concrete soils data is available.

Firm Qualification and Experience

RKIS Screenshots

Register/Update CMT Service Request for a Selected Project

Project Name: **SDPCU Operations Building & Parking** Project Code: **ASD15-036-00**
 Project Manager: **PRESTON S. FARRER** RMC Office: **San Antonio**
 Project Start Date: **5/16/2015** Project End Date: **7/31/2015**
 Work Type: **CMT** Individual Report: ☐
 Client: **Security Service FCU c/o Dykstra LLC**

Request Note:

Register a New Service Request Project has Non-Conforming Test View Spec. PDF Add Project Specifications Export to Excel

Request#	Requested By	Time/Date	Start/End Time	Finish/Time/Date	Location	Add/Delete/Clone	Close to a Project
SR-041	Rayce	7/30/2015 11:15:00 AM	8/5/2015 4:00:00 AM	8/5/2015 8:30:00 AM	6 sets 6 (3 day breaks) (400 cy) 1st floor Operations Building B pour #1	Add/Delete/Clone	Go
SR-040	Rayce	7/30/2015 11:15:00 AM	8/4/2015 4:00:00 AM	8/4/2015 8:30:00 AM	PT Steel on 1st floor Operations Building B pour #1	Add/Delete/Clone	Go
SR-039	Ray	7/30/2015 10:15:00 AM	7/24/2015 7:30:00 AM	8/18/2015 3:30:00 PM	*FULL TIME* Ulex & UTSA Blvd. (Behind Gunn Honda) 260 SS Drilled piers "Must Have a bariness"	Add/Delete/Clone	Go
SR-037	Ray	7/16/2015 1:30:00 PM	7/17/2015 7:00:00 AM	7/17/2015 6:00:00 PM	Continuous observation of installation & epoxy on dowels @ West side elevator well "FULL TIME"	Add/Delete/Clone	Go
SR-035	Rayce	7/13/2015 4:00:00 PM	7/14/2015 8:30:00 AM	7/14/2015 12:00:00 PM	8 cables "Paperwork in dispatch"	Add/Delete/Clone	Go
SR-034	Rayce	7/13/2015 3:00:00 PM	7/14/2015 11:00:00 AM	7/14/2015 12:00:00 PM	Stress Level G A2	Add/Delete/Clone	Go
SR-033	Rayce	7/9/2015 10:30:00 AM	7/13/2015 7:00:00 AM	7/13/2015 1:00:00 PM	Steel on central plant	Add/Delete/Clone	Go
SR-032	Rayce	7/2/2015 3:45:00 PM	7/9/2015 4:00:00 AM	7/9/2015 7:00:00 AM	Stress Level G A2	Add/Delete/Clone	Go
SR-031	Rayce	7/2/2015 3:45:00 PM	7/9/2015 1:00:00 PM	7/7/2015 2:00:00 PM	PT Steel on Level G A2	Add/Delete/Clone	Go
SR-030	Carl	6/23/2015 1:45:00 PM	6/24/2015 8:00:00 AM	6/24/2015 9:00:00 AM	4 sets 7 (2 & 3 day breaks) (400 cy) 1st floor Operations Building A	Add/Delete/Clone	Go
SR-029	Rayce	6/18/2015 1:45:00 PM	6/23/2015 4:00:00 AM	6/23/2015 10:00:00 AM	PT Steel on 1st floor Operations Building A	Add/Delete/Clone	Go
SR-028	Rayce	6/18/2015 10:45:00 AM	6/23/2015 7:30:00 AM	6/24/2015 7:00:00 PM	Stress on 1st floor Operations Building A	Add/Delete/Clone	Go
SR-026	Rayce	6/12/2015 3:45:00 PM	6/12/2015 4:00:00 AM	6/18/2015 10:00:00 AM	4 sets 7 (3 & 4 day breaks) (400 cy) 1st floor Operations Building A	Add/Delete/Clone	Go
SR-025	Rayce	6/12/2015 10:45:00 AM	6/18/2015 1:00:00 PM	6/16/2015 3:00:00 PM	PT Steel on 1st floor Operations Building A	Add/Delete/Clone	Go
SR-024	Ray	6/9/2015 10:15:00 AM	6/9/2015 6:00:00 PM	6/5/2015 7:00:00 PM	Ulex & UTSA Blvd. (Behind Gunn Honda) 260 SS Drilled piers "Must Have a bariness" must have bar	Add/Delete/Clone	Go
SR-023	Ray	6/4/2015 3:30:00 PM	6/9/2015 7:30:00 AM	6/5/2015 3:30:00 PM	Ulex & UTSA Blvd. (Behind Gunn Honda) 260 SS Drilled piers "Must Have a bariness" must have bar	Add/Delete/Clone	Go

Service Retest Report

Current Office: **San Antonio** Retest Date From: **5/31/2015** Date To: **7/31/2015** Project No.: Search: Export to Excel: Add a Non-Conforming: Add Special Inspection:

Service Retest List: Hold For Provider List: Special Inspection List:

40 Assignment(s) found as of 7/31/2015 11:24:10 AM

Page 8 of 3

Project Name	Retest/Conforming Test Date	Assignment No.	Technician	Retest Date	Retest No.	Retest By	Service	No. of Density	Assignment Details	Project Location	Retest Status	Retest Report	Remove From List
ASD14-148-00: Dollar General	7/30/2015	515-019706 Add Retest	BP				Reinforcing Steel Observation	0	1 set 4 (40 cy) Industrial SO2 inside warehouse areas #1 = 1 set 9 "Make Extra set of 5 gals for field comp" 3-4, 2, 7, 3-25 3-1-56 = CRU	Lamar Rd and Foster Blvd, San Antonio	View	Retest	Remove
ASD15-095-00: 1495 North Park Toyota	7/28/2015	515-019657 Add Retest	DW				In-place nuclear moisture-density testing	6	On site contact Bobby Flores 210-204-4827 - PCP 24224 - DR site	10701 Southwest Loop 410, San Antonio, TX	View	Retest	Remove
ASD14-153-00: Retama/Creekside Ridge Subdivision	7/22/2015	515-019409 Add Retest	ERS				In-place nuclear moisture-density testing	10	**Compaction requirements are 98%-102%. Anything over 102%, you need to re-sample the soil.** Sewer main & laterals	Lookout Road, Selma, TX	View	Retest	Remove
ASD14-153-00: Retama/Creekside Ridge Subdivision	7/22/2015	515-019429 Add Retest	ERS				In-place nuclear moisture-density testing	9	Lookout Road & Retama Flows. (on the West side of Retama) Sewer main & laterals	Lookout Road, Selma, TX	View	Retest	Remove
ASD15-123-00: Reconstruction of CR 351	7/22/2015	515-019342	ERS	7/24/2015	515-019444	ERS	Proof Rolling Observation	0	Project location - SR 173 to FM 2476 to CR 351 (left on to CR 351), down 1.5 mi (miles) Honda, TX. SG on freeway	CR 351, Medina County, Honda, Texas	View	Retest	Remove
ASD14-029-00: Hausman Road - P.O. No. 181405-01	7/22/2015	515-019368 Add Retest	BE				In-place nuclear moisture-density testing	6	*Full TIME** Asphalt @ Hausman Rd & Salbrook (SW Corner) + Soil dens. + 1 set 5 (12 cy) + 1 set 5 (12 cy) Drill shaft @ 15-30	Hausman Road, San Antonio, Texas	View	Retest	Remove
ASD14-153-00: Retama/Creekside Ridge Subdivision	7/22/2015	515-019232 Add Retest	JA				In-place nuclear moisture-density testing	9	Lookout Road & Retama Flows. (on the West side of Retama) Sewer main & laterals	Lookout Road, Selma, TX	View	Retest	Remove
ASD14-153-00: Retama/Creekside Ridge Subdivision	7/22/2015	515-019289 Add Retest	ERS				In-place nuclear moisture-density testing	12	Lookout Road & Retama Flows. (on the West side of Retama) Sewer main & laterals	Lookout Road, Selma, TX	View	Retest	Remove
ASD14-153-00: Retama/Creekside Ridge Subdivision	7/20/2015	515-019132 Add Retest	JA				In-place nuclear moisture-density testing	7	Lookout Road & Retama Flows. (on the West side of Retama) Sewer main & laterals	Lookout Road, Selma, TX	View	Retest	Remove

Firm Qualification and Experience

— STATUS OF FIELD TECHNICIAN SCHEDULING AND FIELD OBSERVATION AND MATERIALS LABORATORY RESULTS

The City of Edinburg and the construction team can access field technicians dispatch schedules and preliminary field observation and test results online through Raba Kistner's RKIS system.

— PROJECT MANAGER COMMUNICATION

Raba Kistner's Project Manager can access all of the project's field personnel by cellular phone and Nextel radios for status of conditions at the project site.

— FIELD OBSERVATION AND MATERIALS LABORATORY RESULTS

- Raba Kistner reports test failures immediately by telephone to the project contractor, owner's representative, and design Engineer.
- Raba Kistner can give daily inspection reports and materials test results verbally within 24 hours after completion of each work shift.
- Raba Kistner will issue type-written reports within seven days after completion (sooner, if needed).
- Raba Kistner field technicians document verbal conversations on the project site and include notations of such in the reports.



Quality Assurance/Quality Control Program

Ensuring the Quality of the Work Product

The City of Edinburg's projects will benefit from Raba Kistner's company-wide Quality Management System (QMS) that has recently been ISO 9001 certified and adopts the process approach as described in ISO 9001 through the identification of key processes associated with providing services and work products to our clients as detailed in project requirements. In addition our quality system follows accepted baseline practices in compliance with internationally accepted criteria for competence (ISO/IEC 17025:2005). All employees including principals who have achieved the Project Manager level have successfully completed a three-part project management training program, taught by an outside consultant, which includes training in technical writing, technical review, file management, financial accounting and tracking, and loss prevention.

All project deliverables will be subject to our internal technical review process. Geotechnical Engineering reports are signed and sealed by a Raba Kistner licensed professional engineer.

Specialty Certifications & Accreditations

Raba Kistner's engineering staff and independent laboratories are among the largest and most thoroughly equipped. All of our materials laboratories meet rigorous standards for testing and analysis procedures and advanced equipment calibration. We serve in leadership roles and are accredited by and/or affiliated with:

- American Association of State Highway and Transportation Officials (AASHTO)
- US Army Corps of Engineers (USACE)
- American Society for Testing of Materials (ASTM E 329)
- Geoprofessional Business Association (GBA)
- National Institute for Standards and Technology (NIST)
- Texas Council of Engineering Laboratories (TCEL)
- American Association for Laboratory Accreditation (A2LA)

The American Association of State Highway and Transportation Officials (AASHTO), the U.S. Army Corps of Engineers (USACE), and the American Association for Laboratory Accreditation (A2LA) have accredited our facilities in asphalt, concrete, aggregate and soils—few laboratories in Texas have earned this distinction.

Firm Qualification and Experience

AASHTO has issued accreditation to our McAllen laboratory facility in asphalt, concrete, aggregate, and soils since 2005. We are proud to have consistently maintained this distinction for thirteen consecutive years. Further, USACE has validated our McAllen office facility. Raba Kistner's McAllen facility is the testing laboratory in the Rio Grande Valley holding the largest number of accredited tests under both of these distinctions.

Trained and certified in a range of procedures, our technicians conduct many field and laboratory tests that are customized for projects upon request. The American Association of State Highway and Transportation Officials (AASHTO), the American Association Laboratory Accreditation (A2LA), and the U.S. Army Corps of Engineers not only accredit our materials laboratories, but also our field testing operations as well. These accreditations confirm that our laboratories and field testing meet rigorous standards for testing and analysis procedures and equipment calibration.

Laboratory Testing Equipment

Our geotechnical laboratory is equipped with standard test equipment to conduct soil classification tests such as Atterberg Limits, mechanical and hydrometer grain size distribution and strength tests including unconfined compression, un-drained triaxial compression, and direct shear. The lab also conducts other complex tests such as triaxial compression with pore pressure measurements, consolidation tests, permeability tests, swell and pressure-swell tests, and field and laboratory CBR determinations.

American Association of State Highway and Transportation Officials (AASHTO)



Raba Kistner laboratories are accredited by the American Association of State Highway and Transportation Officials (AASHTO) in the disciplines of Portland Cement Concrete Testing, Aggregate Testing, Soils, and Hot Mix Asphalt. AASHTO is a nonprofit, nonpartisan association representing highway and transportation departments in the 50 states, the District of Columbia, and Puerto Rico. It represents all five transportation modes: air, highways, public transportation, rail, and water. The primary goal of AASHTO is to foster the development, operation, and maintenance of an integrated national transportation system. The accreditation is based upon an onsite assessment of our quality assurance/quality control (QA/QC) program. This assessment verifies the training of employees, calibration of equipment, and adherence to testing procedures.

Firm Qualification and Experience

U.S. Army Corps of Engineers Inspections



**US Army Corps
of Engineers®**

Raba Kistner's laboratory is validated for construction materials testing and inspection on U.S. Army Corps of Engineers' projects. Representatives of the U.S. Army Corps of Engineers inspect the Raba Kistner laboratories and review our Quality Assurance Programs and documentation.

ASTM E 329 Compliance

Raba Kistner meets the requirements, basic and supplemental, of ASTM E 329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction." We participate in the development of standards for ASTM, and have team members who actively participate on committees applicable to their industry.



NIST National Institute for Standards and Technology (NIST)

The Materials Reference Laboratory of the NIST periodically inspects Raba Kistner's facilities. We participate in the CCRL cement and concrete reference sample program and the AASHTO soil reference sample program of the NIST. Raba Kistner's testing equipment is calibrated annually, using test equipment with accuracy traceable to the National Institute of Standards and Technology equipment.

Geoprofessional Business Association (GBA) Peer Review



Raba Kistner is active in GBA and its peer review program. A team of 3 to 4 experienced professionals from other member firms conducts this review over an intensive 2 to 3 day period. The team examines documents and practices related to the firm's organization, staff, work product, and professional activities. It visits and examines physical facilities, reviews manuals, reports, proposals and observes daily operations. GBA's peer review program has been used as a model for other professions and is highly regarded on a national basis. It improves the quality of geotechnical engineering practice by GBA member firms to better serve their clients and thus better protect public safety and welfare.

Firm Qualification and Experience

Corporate PE License



AASHTO Accreditation



USACE Validation

	USACE CERTIFICATE OF LABORATORY VALIDATION Raba-Kistner Consultants, Inc. 800 East Hackberry Avenue McAllen, TX, United States Isidoro Arjona (956) 682-5332	
has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.		
THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION: 16 DEC 2019 AT 22:06 HOURS		
ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 12/16/2021		
PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdcdren.mil		
 Chad A. Gartrell, PE, Director USACE Materials Testing Center Vicksburg, Mississippi, USA		

AGGREGATE

Aggregate - C 29 - Opt - Unit Weight and Voids in Aggregate
Aggregate - C 40 - Opt - Organic Impurities
Aggregate - C 117 - Req - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Req - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Req - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Req - Sieve Analysis of Aggregates
Aggregate - C 142 - Opt - Clay Lumps
Aggregate - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 566 - Opt - Total Moisture Content
Aggregate - C 702 - Opt - Reducing Samples to Testing Size
Aggregate - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - D 2419 - Opt - Sand Equivalent Value
Aggregate - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Aggregate - D 4791 - Opt - Flat and Elongated Particles in Course Aggregate
Aggregate - D 5821 - Opt - Percentage of Fractured Particles in Coarse Aggregate

BITUMINOUS

Bituminous - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Bituminous - D 2041 - Req - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Req - Bulk Specific Gravity and Density
Bituminous - D 2950 - Req - Density of Bituminous Concrete in Place by Nuclear Methods
Bituminous - D 3203 - Req - Percent Air Voids
Bituminous - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Req - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Req - Asphalt Content of Hot-Mix Asphalt by Ignition Method
Bituminous - D 6925 - Req - Relative Density of Asphalts by Superpave Gyrotory Compactor
Bituminous - D 6926 - Req - Preparation of Bituminous Specimens using Marshall
Bituminous - D 6927 - Req - Marshall Stability and Flow of Bituminous Mixtures

Firm Qualification and Experience

CONCRETE

Concrete - C 31 - Req - Making and Curing Test Specimens in the Field
Concrete - C 39 - Req - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Opt - Drilled Cores and Sawed Beams
Concrete - C 138 - Req - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Req - Slump
Concrete - C 172 - Req - Sampling
Concrete - C 173 - Req - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 231 - Req - Air Content by Pressure ***required if C173 not performed***
Concrete - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Concrete - C 511 - Opt - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 617 - Opt - Capping Cylindrical Specimens
Concrete - C 1064 - Req - Temperature of Concrete
Concrete - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Opt - Unbonded Caps

SOILS

Soils - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Req - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Req - Particle Size Analysis
Soils - D 558 - Req - Moisture-Density of Soil-Cement
Soils - D 698 - Req - Compaction Characteristics by Standard Effort
Soils - D 1140 - Req - Material Finer than 75 μ m (No. 200) Sieve
Soils - D 1556 - Req - Density & Unit Weight by Sand Cone
Soils - D 1557 - Req - Compaction Characteristics by Modified Effort
Soils - D 1883 - Req - CA Bearing Ratio (CBR)
Soils - D 2166 - Req - Unconfined Compressive Strength
Soils - D 2216 - Req - Water Content
Soils - D 2487 - Req - Classification of Soils
Soils - D 3740 - Opt - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Req - Liquid & Plastic Limits & Plasticity Index
Soils - D 6938 - Req - Density and Water Content by Shallow Depth Nuclear Method

TxDOT Accreditation

Texas Department of Transportation

Certificate of Accreditation

This is to signify that

Raba Kistner -McAllen Laboratory

Has demonstrated proficiency in the tests listed below and has met the minimum requirements set forth by the TxDOT Quality Assurance Program for Independent Assurance

Tex-100-E, 101-E, 102-E, 103-E, 104-E, 105-E, 106-E, 110-E (Part I), 113-E, 114-E, 116-E, 117-E, 120-E (Part I), 121-E (Part I), 128-E, 129-E, 140-E, 145-E.

Presented by,

Laredo District (District 22)
Texas Department of Transportation



DocuSigned by:

Ramon Rodriguez 1/9/2020

ABFF36351CC14B1...

Ramon J. Rodriguez, Lab Supervisor

Team Members Qualifications and Experience

Resumes of Key Personnel



AREAS OF EXPERTISE

Geotechnical Engineering
Construction Materials Engineering
Facilities Engineering

YEARS OF EXPERIENCE

22 years

REGISTRATION

Professional Engineer:
Texas No. 95810
Granted: 6/2/2005
Expires: 3/31/2022

EDUCATION

B.S., Civil Engineering
Carleton University, Ontario, 1999

Katrin Leonard, PE

VICE PRESIDENT

PROJECT ROLE: PROJECT MANAGER & GEOTECHNICAL TASK LEADER

Ms. Leonard is recognized for her commitment to meeting client objectives for prompt and practical facilities engineering solutions. As Vice President of Raba Kistner's Rio Grande offices, she has assumed progressive responsibility in management, administration, and coordination of geotechnical and facilities services throughout South Texas, the Texas/México border, and Northern México.

Ms. Leonard earned her Bachelor of Science degree in Civil Engineering from Carleton University in Ontario, Canada. She is registered as a Professional Engineer by the State of Texas.

On a day-to-day basis, Ms. Leonard provides project management in several areas of facilities engineering. Her project assignments address subsurface reconnaissance studies, soil investigations, residential observation, and foundation and pavement design recommendations. Her responsibilities include preparation, design and analysis, and review of plans, specifications, reports, and cost and quantity estimates for industrial, commercial, residential, and educational projects.

Ms. Leonard has had the opportunity to excel at a diversity of significant projects. Working as a team and on her own, she has experience in project management/administration of numerous educational and institutional health facilities, bank buildings, retail shopping centers, water and wastewater treatment plants for city and state Economically Distressed Area Programs, and transportation efforts, including airports, communication towers, and streets.

Ms. Leonard is dedicated to her profession and community. She volunteers time to numerous organizations and continues to enhance her engineering qualifications through regular participation in professional training seminars.

Team Members Qualifications and Experience



AREAS OF EXPERTISE

Geotechnical Engineering
Construction Materials Engineering and Testing

YEARS OF EXPERIENCE

2 years

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE),
Member

Society of Hispanic Professional Engineers
and Mexican American Engineering Society
Member

EDUCATION

B.S., Civil Engineering
Texas A&M University, Kingsville, 2018

Edwin Manrique

GRADUATE ENGINEER

ROLE: CONSTRUCTION MATERIALS TESTING PROJECT MANAGER

Mr. Manrique serves as a Graduate Engineer in the Rio Grande Valley. In this role, his primary responsibilities include performing geotechnical, facilities, and materials engineering investigations and report preparation, as well as foundation design under the guidance of senior professional engineers.

On a day-to-day basis, Mr. Manrique provides engineering support and manages a variety of projects and investigations, which include engineering observation at new and existing building sites, direction and oversight of field and exploration staff and subcontractors for field services, and pier and foundation inspection. Mr. Manrique is also responsible for classification of samples, assignment of testing regimens in the laboratory, interpretation of engineering data, performing engineering calculations and analysis, and report preparation.

Mr. Manrique's work addresses diversified private and public sector projects. His current assignments include performing field logging activities if engineering supervision is required during drilling operations, performing data collection and field observations on facilities and forensics projects, classifying soil samples in the laboratory, preparing hand written logs, and submitting for preparation of finished boring logs. In addition, he prepares laboratory testing assignments on projects in accordance with the testing program established in the proposal. He also analyzes field data and laboratory test results and performs calculations necessary for completion of engineering reports.

Mr. Manrique has worked in a variety of settings throughout the industry giving him well-rounded experience. Mr. Manrique's work contributes to success in helping clients select appropriate means and methods for achieving their project objectives.

Team Member Experience with City of Edinburg Projects

— KATRIN LEONARD, PE - PROJECT MANAGER, GEOTECHNICAL ENGINEERING

- North-South Segment of Beta Drive
- Evangeline Gardens Sewer Improvements
- Chapin Road Sanitary Sewer Improvements
- Proposed Police Department Training Facility
- Observations of Reported Settlement
- Proposed Edinburg Fire Station No. 5
- Proposed Lift Station No. 42 Rehabilitation
- Proposed City of Edinburg Park Improvements
- Proposed Shavano Drive Evaluation
- Proposed Edinburg Parks Restroom Additions
- City of Edinburg New Restroom Buildings at Edinburg Municipal Park & Dr. Diaz Park
- Landfill Unit 6 Cell 6B Construction
- South Central OTS
- City of Edinburg Monmack Heights
- City of Edinburg Oso Grande Estates Subdivision
- Monitoring Well and Gas Probe Installations - Edinburg Regional Disposal Facility
- City of Edinburg Pueblo de Palmas
- City of Edinburg Transit Station
- TCEQ Groundwater Monitoring and Reporting Services 2020 - Edinburg Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision
- Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision

— EDWIN MANRIQUE - PROJECT MANAGER, CONSTRUCTION MATERIALS TESTING

- North-South Segment of Beta Drive
- Evangeline Gardens Sewer Improvements
- Chapin Road Sanitary Sewer Improvements
- Proposed Police Department Training Facility
- Observations of Reported Settlement
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- South Central OTS
- City of Edinburg Monmack Heights
- City of Edinburg Oso Grande Estates Subdivision
- Monitoring Well and Gas Probe Installations - Edinburg Regional Disposal Facility
- Proposed Lift Station No. 42 Rehabilitation
- Proposed City of Edinburg Park Improvements
- Proposed Shavano Drive Evaluation
- Proposed Edinburg Parks Restroom Additions
- City of Edinburg Pueblo de Palmas
- City of Edinburg Transit Station
- TCEQ Groundwater Monitoring and Reporting Services 2020 - Edinburg Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision
- Regional Disposal Facility
- City of Edinburg Hacienda Victoria Estates Subdivision

References and Team Member Experience

References

Reference #1

CLIENT: City of McAllen
REPRESENTATIVE: Yvette Barrera, PE, CFM
PHONE: 956.681.11.5
EMAIL: ybarrera@mcallen.net

SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including street construction and reconstruction, parking lots sidewalks, traffic signals, city parks building and trails, athletic fields, pedestrian bridges, water and wastewater treatment plants, airport, sewer, monument signs, water tower, performing arts building, fire stations, water lines, various buildings, Boeye Reservoir redevelopment, Highway 281 improvements

Reference #2

CLIENT: City of Harlingen
REPRESENTATIVE: Carlos Sanchez, PE, CPM, CFM
PHONE: 956.216.5015
EMAIL: csanchez@myharlingen.us

SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including hike and bike trails, parking lots, landfill monitoring, annual general fund street improvements

Reference #3

CLIENT: City of Brownsville
REPRESENTATIVE: Carlos Lastra, PE
PHONE: 956.541.1012
EMAIL: carlos.lastra@cob.us

SERVICES PROVIDED: Geotechnical Engineering and Materials Testing for multiple projects including street construction and reconstruction, Market Square revitalization, hike and bike trails, library expansion, airport cargo facility, park pools, bridge and drainage ditch, various buildings

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2022

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER B: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER C: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D: Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World Surplus Lines Insurance Co	24319	INSURER B: Zurich American Ins Co	16535	INSURER C: American Guarantee & Liability Ins Co	26247	INSURER D: Ironshore Specialty Insurance Company	25445	INSURER E:		INSURER F:	
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INSURER C: American Guarantee & Liability Ins Co	26247																
INSURER D: Ironshore Specialty Insurance Company	25445																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 570093583397 **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.

INSUR 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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			GL0030509702	10/31/2021	10/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 0305096 02	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION			AUC037275302	10/31/2021	10/31/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC030509502	10/31/2021	10/31/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	12/31/2022	Aggregate Limit \$1,000,000 Each Claim \$1,000,000

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

CERTIFICATE HOLDER Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 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 <i>Aon Risk Services Southwest Inc</i>
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ACORD 25 (2016/03)

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RABAKISTNER

CONFIDENTIAL AND PROPRIETARY INFORMATION
City of Edinburg | RFQ #2022-008 Geotechnical Engineering Services 26

Insurance Claims in Last Five Years

Raba Kistner, Inc. (Raba Kistner) performs more than 1,000 projects a year across the state of Texas involving highly complex and expensive projects often exceeding \$500 million and is occasionally listed as a related defendant in legal proceedings. Raba Kistner has been in business 52 consecutive years. We are currently not involved in any litigation whose outcome in any way would impact our ability to provide the services that Raba Kistner routinely performs for our clients. We vigorously defend each allegation and, to date, have not been found liable as a result on any lawsuit.

Professional Services Agreement

We have read the Professional Services Agreement and will meet the prerequisite insurance requirements and if selected agree to enter into such agreement.

Contact Information

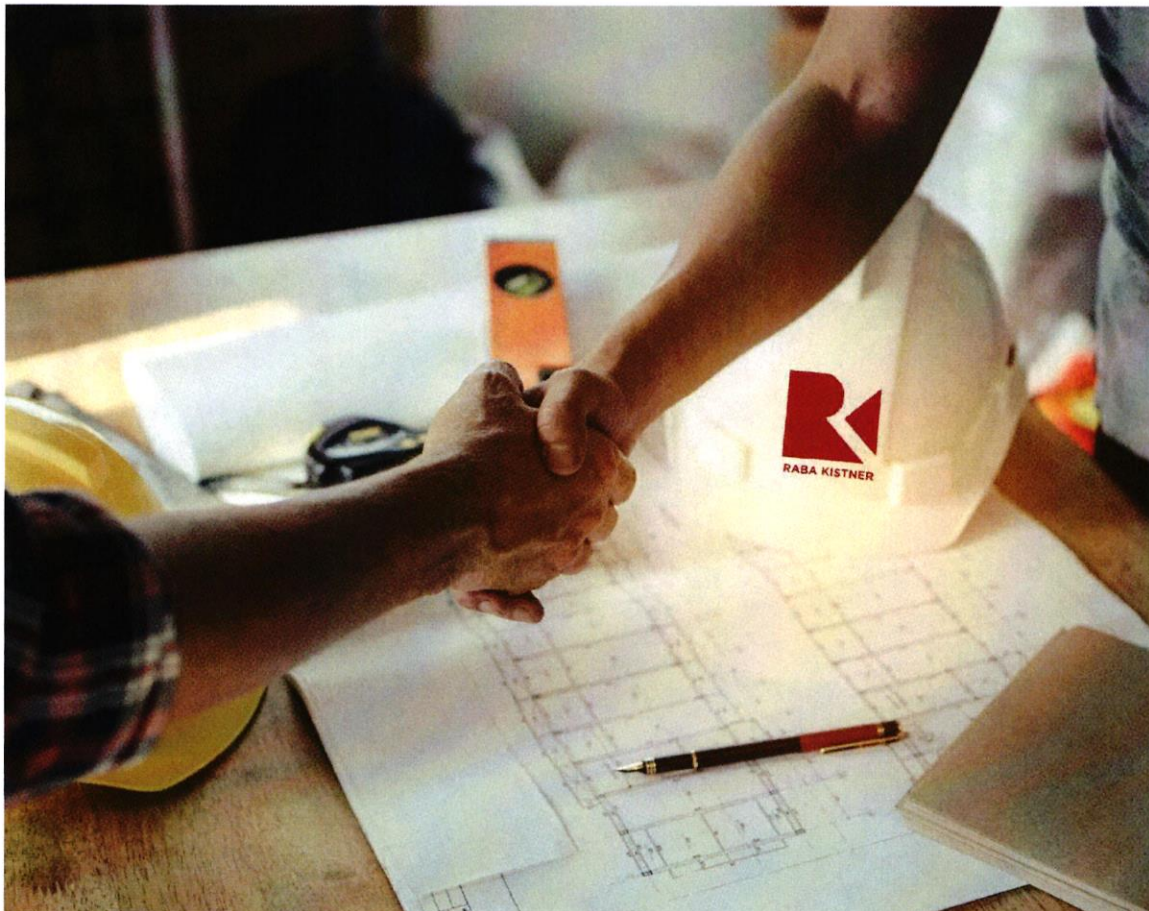
For the purpose of successfully completing City of Edinburg projects, Katrin Leonard, PE, Vice President, Rio Grande Valley will serve as primary point of contact.

PRIMARY CONTACT

Katrin Leonard, PE
Vice President, Rio Grande Valley
800 East Hackberry
McAllen, Texas 78501
P 956.682.5332
F 956.682.5487
M 956.239.2022
kleonard@rkci.com

SECONDARY CONTACT

Donato Amaya Jr., CUTS, CIT
Business Development
800 East Hackberry
McAllen, Texas 78501
P 956.682.5332
F 956.682.5487
M 956.778.8587
damaya@rkci.com





**RABA
KISTNER**

— THE RABA KISTNER PURPOSE

To provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve.

**RABA
KISTNER**

MCALLEN
800 East Hackberry
McAllen, Texas 78501

P 956.682.5332
F 956.682.5487
McAllen@rkci.com

WWW.RKCI.COM

SAN ANTONIO
12821 W Golden Lane
San Antonio, Texas 78249

SAN ANTONIO – PROJECT CONTROL
17300 Henderson Pass, Ste. 110
San Antonio, Texas 78232

AUSTIN
8100 Cameron Road, Ste. B-150
Austin, Texas 78754

AUSTIN – INFRASTRUCTURE
7700 Chevy Chase Drive
Bldg. 1, Ste. 110
Austin, Texas 78752

CONROE
1011 West Lewis Street
Conroe, TX 77301

DALLAS
19111 Dallas Parkway, Ste. 115
Dallas, Texas 75287

HOUSTON
3602 Westchase
Houston, Texas 77042

NEW BRAUNFELS
211 Trade Center, Ste. 300
New Braunfels, Texas 78130

BROWNSVILLE
1244 Robinhood Drive, Suite 101
Brownsville, Texas 78521

NEBRASKA
728 Q Street, Ste. A
Lincoln, Nebraska 68508

UTAH
7005 South 185 West
Midvale, Utah 84047

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA
KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO
RFQ NO. 2022-008**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2022

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 USA

INSURER A:	Allied World Surplus Lines Insurance Co	24319
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	Ironshore Specialty Insurance Company	25445
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570095232289

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.

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER			GL0030509702	10/31/2021	10/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP 0305096 02	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			AUC037275302	10/31/2021	10/31/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	WC030509502	10/31/2021	10/31/2022	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	12/31/2022	Aggregate Limit \$1,000,000 Each Claim \$1,000,000

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

RE: RFQ # 2022-008, Project Description: Geo-Technical Engineering Services.

City of Edinburgh is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

Certificate No : 570095232289

CERTIFICATE HOLDER

CANCELLATION

City of Edinburgh
415 West University Drive
Edinburg TX 78541 USA

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

Aon Risk Services Southwest, Inc.

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND RABA
KISTNER, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO
RFQ NO. 2022-008**

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>RATES</u>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$25.30/ft
	Soil (Below 50 ft.)	\$27.02/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 63.28/hr
	Registered Geologist	\$161.00/hr
	Staff Engineer (E.I.T.)	\$150.00/hr
	Licensed Professional Engineer (P.E.)	\$208.50/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$150.75/hr
	Engineering Technician (Flagman)	\$ 63.28/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$415.38/ls
	Field Logger Trip Charge	\$1.25/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$235.22/hr
	Mileage – Non-Drilling Equipment	\$ 1.25/mile
	Grout/Bentonite Backfill	\$ 7.25/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$61.02/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$115.47/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 13.53/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	\$152.00/ea
	b) Linear (TxDOT, TEX-107-E)	\$ 83.60/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 81.49/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$ 85.33/ea
	c) Additional Sieves	\$ 15.12/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 62.43/ea

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$ 88.80/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 326.31/ea
ASTM D 2166	Unit Dry Weight	\$ 42.50/ea
ASTM 4318	Lime Series	\$ 443.31/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 59.36/ea \$ 75.55/ea \$ 16.25/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 412.50/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 328.25/ea \$ 640.50/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$1,019.50/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 516.75/ea
	pH	\$ 77.32/ea
	Resistivity	\$ 348.25/ea
	Sulfate Content	\$ 103.47/ea
	Chloride Content	\$ 67.50/ea
	Swell Test	
	a) Method "A"	\$ 1,507.00/ea
	b) Method "B"	\$ 264.50/ea
	a) Method "C"	\$ 1,810.00/ea
	b) Modified Method "B"	\$ 201.04/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 254.00/hr
Licensed Professional Engineer (P.E.)	\$ 165.00/hr
Staff Engineer, E.I.T.	\$ 131.00/hr
Registered Geologist	\$ 161.00/hr
Draftsman	\$ 106.00/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 304.00/ea
Secretarial	\$ 66.50 to 113.00/hr
Vehicle Travel Charge	\$ 0.84/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

[illegible]

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

[illegible]

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	5QT00	\$	64.25	/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	5Q401	\$	78.00	/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	5Q419	\$	78.00	/hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5	\$	21.00	/ea
	Nuclear Density Test	5Q0M0	\$	27.95	/ea
	Coring (See Coring Fee Schedule)				
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH	\$	372.75	/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF	\$	226.37	/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3	\$	86.88	/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	5UBJ0	\$	89.08	/set
	a) Molded Specimen	5UBW3	\$	83.25	/set
	b) Asphalt Core (Technician Time)	5Q411	\$	81.67	/hr
	Laboratory Core Density	5X129	\$	28.00	/ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	5UB6L 5UB6Q	\$	89.00 113.50	/set /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	2QWZW 2QWZX 2UKV0 2WC1N 2WC1P	\$	2,890.00 2,890.00 4,100.00 482.75 2,175.00	/ea /ea /ea /ea /ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)					
REFERENCE	LABORATORY SERVICES		UNIT RATES		
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B	\$ 76.75	/ea	
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0	\$ 102.53	/ea	
AASHTO TP 33	Fine Aggregate Angularity	5WCNC	\$ 74.50	/ea	
ASTM D 4791-95	Flat and Elongated Particles	5UB6B	\$ 65.88	/ea	
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B	\$ 84.00	/ea	
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB	\$ 90.00	/ea	
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time	2U002	\$ 71.25	/hr	
	a) Magnesium - 5 Cycle	2UB3S	\$ 612.40	/ea	
	b) Sodium - 5 Cycle	2UB3T	\$ 612.40	/ea	
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0	\$ 425.00	/ea	
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	2VREA	\$ 8,930.00	/ea	
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0	\$ 111.25	/ea	
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test) with Freeze/Thaw without Freeze/Thaw	2VRE0 2VRD0	\$ 775.00 \$ 605.00	/ea /ea	
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)				
	Mixture Design	2UB6S	Upon Request		
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R	\$ 1,140.00	/set	
TxDOT, TEX-126-E	Molding and Strength	2UB61	\$ 554.00	/set	
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62	\$ 210.25	/set	

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BUILDING ENVELOPE					
REFERENCE	CONSULTING SERVICES			UNIT RATES	
	Senior Architect			\$ 222.50	/hr
	Senior Business Envelope Consultant			\$ 156.00	/hr
	Senior Project Manager			\$ 145.00	/hr
	Business Envelope Consultant			\$ 128.00	/hr
	Intern Architect			\$ 105.50	/hr
	Business Envelope Observer			\$ 100.00	/hr
	Business Envelope Technician			\$ 89.00	/hr
	Secretarial			\$ 67.00	/hr
BLAST MONITORING					
REFERENCE	FIELD SERVICES			UNIT RATES	
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges				
	Hourly Rate	5Q437		\$ 92.25	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month)				
	Technician Time	Q437		\$ 92.25	/hr
	Materials Engineer	TS		\$ 189.00	/hr

SCHEDULE OF FEES

[illegible]

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

[illegible]

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

<u>CEMENT TREATED BASE / SUBGRADE</u>				
<u>REFERENCE</u>	<u>FIELD SERVICES</u>		<u>UNIT RATES</u>	
PCA	Sampling Raw Materials for Mix Verification Technician Time	5QT00	\$ 64.25	/hr
	Sampling Contractor Processed Material Technician Time	5QT00	\$ 64.25	/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>		<u>UNIT RATES</u>	
PCA	Molding Controlled Processed Material	5VST5	\$ 103.50	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR	\$ 46.50	/ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	2VS90	\$ 834.50	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	2VSRS	\$ 640.50	/ea
	<u>Mix Design</u>			
PCA	Mix Design - Cement Treated Base (Does Not Include			
TxDOT, TEX-120-E	Durability)	2VSRR	\$ 1,785.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day				
	Technician Time	5QT00	\$	63.25	/hr
	Pick-Up of Test Specimens	5Q055	\$	60.75	/hr
	Standby Time	5Q600	\$	64.50	/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	5QFXE	\$	19.41	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	5QNL0	\$	37.00	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0	\$	13.65	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0	\$	14.05	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG	\$	23.75	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG	\$	31.29	/ea
	g) Dry Density - Concrete Cylinder	5QGMH	\$	67.50	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	5QMXC	\$	56.00	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0	\$	32.90	/ea
ASTM C 173	b) Volumetric	5QB40	\$	39.23	/ea
AASHTO T 199	c) Chase	5QBE0	\$	24.00	/ea
ASTM C 138	Unit Weight	5QX00	\$	63.33	/ea
ASTM C 143	Additional Slump Test	5QGWA	\$	28.13	/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422	\$	74.25	/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens				
	Technician Time	5Q422	\$	74.25	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	5VUR0	\$	450.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0		\$ 499.00	/ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0		\$ 470.00	/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT		\$ 499.00	/ea
ASTM C 1202	Chloride Ion Permeability	2QAOA		\$ 477.98	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK		\$ 42.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B		\$ 133.75	/ea
ASTM C 666	Freeze-Thaw Test	5VGLV		\$ 550.00	/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB		\$ 180.00	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW		\$ 71.00	/hr
ASTM C 805	Schmidt Rebound Number	5VGLX		\$ 130.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN		\$ 1,112.50	/set

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

CONCRETE AGGREGATES					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	5QT00	\$	64.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 566	Moisture Content	5UQV0	\$	13.75	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	5UH9N	\$	57.17	/ea
	b) Rodded	5UH9N	\$	46.81	/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	5UB5B	\$	82.59	/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI	\$	87.00	/test
	Absorption				
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ	\$	69.50	/ea
	b) Lightweight Aggregate (Coarse)	5UHAP	\$	38.00	/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification				
	a) Coarse, Per Sample	5UH4J	\$	67.50	/ea
	b) Fine, Per Sample	5UH4K	\$	77.00	/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	5UH17	\$	62.43	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	2UQR0	\$	402.33	/ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test)				
	Preparation Time	2U002	\$	71.00	/hr
	a) Magnesium - 5 Cycle	2UB3S	\$	575.87	/ea
	b) Sodium - 5 Cycle	2UB3T	\$	575.87	/ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)				
	Conducted in Conjunction with Concrete Mix Design	5VGR3	\$	20.50	/ea
	Conducted Separate from Concrete Mix Design	5VG03	\$	280.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

<u>CORING</u>					
<u>REFERENCE</u>	<u>FIELD SERVICES</u>			<u>UNIT RATES</u>	
ASTM C 42; ACI 318	Technician Time and Equipment				
	a) One Man	5Q412		\$ 77.00	/hr
	b) Two Men	5Q413		\$ 133.00	/hr
	c) Reinforcing Steel Detector	5QK0N		\$ 49.00	/day
	d) Coring Rig	5QKJY		\$ 133.00	/day
	e) Generator	5QK0Z		\$ 126.05	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		\$ 6.00	/in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0		\$ 7.00	/in.-in
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		\$ 2.00	/sq.in
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	5QFXF		\$ 29.70	/ea
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		\$ 22.50	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

FLY ASH					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 311	Moisture Content	2UQV0	\$	17.00	/ea
ASTM C 311	Loss of Ignition	2WCU0	\$	48.00	/ea
ASTM C 311	Available Alkalies	2WCE0	\$	139.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9	\$	87.00	/ea
ASTM C 311	Soundness, Autoclave	2WCD0	\$	311.50	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF	\$	531.50	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR	\$	223.50	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU	\$	406.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG	\$	515.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW	\$	1,252.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E	\$	61.00	/ea
ASTM C 188	Specific Gravity	2UK50	\$	87.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

GROUND PENETRATING RADAR (GPR) SERVICES					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q80J	\$	138.00	/hr
	GPR Equipment	QQ80M	\$	578.50	/day
	Materials Engineer	TS	\$	189.00	/hr

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

<u>LIME</u>					
<u>REFERENCE</u>	<u>FIELD SERVICES</u>			<u>UNIT RATES</u>	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		\$ 80.75	/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			<u>UNIT RATES</u>	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		\$ 95.81	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		\$ 542.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

PORTLAND CEMENT					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005	\$	65.75	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403	\$	34.25	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU	\$	75.50	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN	\$	82.50	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0	\$	297.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH	\$	75.50	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50	\$	86.50	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9	\$	86.50	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0	\$	75.50	/ea
ASTM C 114	Chemical Analysis	2WHBG	\$	545.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52	\$	139.00	/ea
ASTM C 150	Chemical Analysis	2WHBG	\$	545.00	/ea
	Physical Analysis	2WHBW	\$	1,085.00	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	5QT00	\$	64.25	/hr
	In-Place Moisture-Density Tests Technician Time	5QT00	\$	64.25	/hr
ASTM D 2922	Nuclear Density	5Q0M0	\$	25.17	/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	5QUM0	\$	104.00	/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	5QT00	\$	64.25	/hr
	Proof Rolling Observation	5QT04	\$	64.25	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0	\$	21.50	/ea
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	5UQV0	\$	13.53	/ea
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG	\$	114.00	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T	\$	152.00	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T	\$	83.60	/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis				
	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5	\$	81.49	/ea
	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4	\$	85.33	/ea
	c) Additional Sieves	5WKR8	\$	15.12	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8	\$	62.43	/ea
	Moisture-Density Relationship Preparation Time	5U001	\$	69.00	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P	\$	516.75	/ea
	pH	UH5J	\$	77.32	/ea
	Resistivity	UH5L	\$	348.25	/ea
	Sulfate Content (colorimetric method)	UKF3	\$	103.47	/ea
	Chloride Content		\$	67.50	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 698; ASTM D 1557	ASTM	5VRSF	\$	257.27	/ea
AASHTO T 99; AASHTO T 180	AASHTO	5VRSF	\$	261.93	/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	5VRSQ	\$	281.68	/ea
MIL STD CE 55A	Corps of Engineers	5VRSQ	\$	358.00	/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	2UQR0	\$	418.33	/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	5VRF1	\$	1,207.78	/set
	Each Additional Specimen	5VRFD	\$	241.60	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens				
	Part I	2VR62	\$	1,985.00	/set
	Part II	5VR63	\$	1,675.00	/ea
	Each Additional Specimen	2VR6D	\$	225.00	/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	5UQ50	\$	88.80	/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	5WKRQ	\$	326.31	/ea
ASTM D 2166	Unit Weight	5WML0	\$	42.50	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60	\$	276.63	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T	\$	152.00	/ea
	Water Content and Visual Classification	5W050	\$	19.00	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L	\$	59.36	/ea
	b) Rock Core Specimens	5VN7L	\$	75.55	/ea
	(1) Sawed Specimen Ends	5UL21	\$	16.25	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046	\$	106.75	/ea
	b) Unconsolidated-Undrained, Multistage	2WF46	\$	412.50	/ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6	\$	328.25	/ea

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

<u>STEEL</u>					
<u>REFERENCE</u>					
AISC					
	<u>FIELD SERVICES</u>			<u>UNIT RATES</u>	
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		\$ 138.50	/hr
	Technician Time	5Q423		\$ 82.00	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		\$ 147.00	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		\$ 82.00	/hr
	Bolt Torque Testing				
CRSI; ASTM A 615	Technician Time	5Q423		\$ 83.00	/hr
	<u>Reinforcing Steel</u>				
CRSI, ACI 318	Sampling for Subsequent Lab Testing				
	Technician Time	5QK5N		\$ 64.50	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		\$ 210.00	/hr
PTI; ACI 318	Technician Time	5Q423		\$ 82.00	/hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		\$ 210.00	/hr
AWS D1.1; ASME Sec. IX	Technician Time	5Q423		\$ 82.00	/hr
	<u>Welders Tests</u>				
	Witness Qualification Welding	2QZ00		\$ 157.00	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	<u>Guided Bend Tests</u>				
AWS D1.1	Bend Tests	5QWC0		\$ 41.00	/ea
	Set-Up Charge, Per Day	2QJS0		\$ 78.50	/day
	<u>Tensile Tests (Test and Set-Up)</u>				
	Tensile Tests				

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING SCHEDULE OF FEES

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BASIC CHARGE					
1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.					
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.					
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.					
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.					
5. Minimum of 2 hours billing per visit to project site.					
6. A ten (10) percent project management and administration cost will be added to all invoices.					
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RK will keep you CLIENT apprised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT . RK will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RK for the project					
8. RK will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.					

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**EXHIBIT “D” – CERTIFICATE OF
INSURANCE**

**AGREEMENT
BETWEEN CITY OF EDINBURG
AND RABA KISTNER INC**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

CONTRACTUALS

Agenda Item No: 11.C.

Execute a Development Agreement Between the City of Edinburg and
Red Rock Real Estate Development Group, LTD

1. Agenda Item:

Consider Authorizing the City Manager to Execute a Development Agreement Between the City of Edinburg and Red Rock Real Estate Development Group, LTD, Pursuant to Section 212.172 of the Texas Local Government Code, for a 28.352 Acres Tract of Land Being a Part or Portion of Lots 1, 2, and 3, Poco Bueno Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 15, Page 20, Map Records, Hidalgo County, Texas, and a Part or Portion of Lots 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas. As Requested by Quintanilla, Headley and Associates, Inc. Engineering on Behalf of Red Rock Real Estate Development Group, LTD. [Tomas D. Reyna, Assistant City Manager]

2. Description:

Red Rock Real Estate Development Group, LTD, shall ensure construction of a project known as a Storm Sewer Line located on the southwest corner of Iowa Road and I-69C frontage Road intersection, with a 36-inch Line from North to Freddy Gonzalez Dr. Canal under the terms and specification and other documents prepared by Quintanilla, Headley, and Associates, Inc. dated June 26, 2034 all of which are either attached hereto or referred to herein and are hereby incorporated by reference for all purposes.

Upon completion of construction of the Project, the Developer shall provide the City with applicable acceptance letters and a certificate of completion from the City's Engineering Department certifying the construction of the Project has been completed in accordance with the plans and specification approved by the City.

The term of this Agreement the developer shall ensure work on the Project commences on the commencement date. The commencement date shall be the date the Developer or his representatives issue its notice to proceed to its contractor. Said notice will be issued within thirty (30) days of the date of this Agreement. Developer shall complete the project within an eight months (240) days of the commencement date.

3. Staff's Recommendation:

Approve the City Manager to Execute a Development Agreement Between the City of Edinburg and Red Rock Real Estate Development Group, LTD, Pursuant to Section 212.172 of the Texas Local Government Code, for a 28.352 Acres Tract of Land Being a Part or Portion of Lots 1, 2, and 3, Poco Bueno Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 15, Page 20, Map Records, Hidalgo County, Texas, and a Part or Portion of Lots 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas. As Requested by Quintanilla, Headley and Associates, Inc. Engineering on Behalf of Red Rock Real Estate Development Group, LTD.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City

Manager

Attachments:

- A. COE - Development Agreement Red Rock Real Development LTD (1)
- B. Quintanilla-Headley-Oakview Center 06-26-23 (1)
- C. Drainage Area Exhibit

STATE OF TEXAS §
COUNTY OF HIDALGO §

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SECTION II

COSTS OF PROJECT

A. Developer shall pay for the entire cost of the Project, currently estimated to a total of \$140,300.00, which Project shall become the property of the City.

B. The Developer shall promptly pay the costs of the Project as the same become due, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Project; all payments arising under any contracts entered into for the construction of the Project; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Project, including, without limitation, any on-site or off-site mitigation costs; and all out-of-pocket expenses incurred in connection with the construction of the Project. The City shall not be liable to any contractor, engineer, attorney, materialman, or other party employed or contracted with in connection with the construction of the Project, but shall only be obligated to reimburse the Developer in the manner and to the extent provided in this Agreement.

C. Upon installation, completion, and operation of the Project, and after approval of the Project by City, City agrees to reimburse to the Developer up to \$45,000 of the actual cost of the Project. The costs subject to reimbursement are limited to the amounts shown in the schedule attached as Exhibit A. Reimbursement shall be made within 60 days of Developer providing all documents and information required by the City and completing all required work.

D. For the avoidance of doubt, the City's requirement to reimburse Developer as provided herein shall terminate 2 years after the effective date of this Agreement.

SECTION III

COMMENCE WORK

A. Developer shall ensure work on the Project commences on the commencement date. The commencement date shall be the date the Developer or his representatives issue its notice to proceed to its contractor. Said notice will be issued within thirty (30) days of the date of this Agreement. Developer shall complete the project within an eight months (240) days of the commencement date.

SECTION IV

INDEMNITY

A. The Developer shall indemnify and hold the City harmless from and against all losses, costs, damages, expenses, and liabilities ("Losses") of whatsoever nature, including, but not limited to, attorneys' fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against the City or to which the City may be a party, even if groundless, false or fraudulent, directly or indirectly resulting from, arising out of, or relating to the construction of the Project, within two (2) years of the completion of the Project.

B. In the event of any action brought against the City in which indemnification by the Developer is applicable, the City shall promptly give written notice to the Developer and the Developer shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. The City shall have the right, at its expense, to employ separate counsel and to participate in the investigation and defense of any such action. In the event of any settlement entered into or of any final judgment for a plaintiff in any such action, the Developer shall indemnify and hold the City harmless from and against any losses incurred by reason of such settlement or judgment. The expiration of the term of this Agreement shall not relieve the Developer from any liability hereunder arising prior to the expiration of this Agreement.

SECTION V

CONVEYANCE

A. The Developer shall convey the Project to the City by general warranty deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Each conveyance shall include all easements within which the Project are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Project. Each conveyance shall additionally include fee simple title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Project. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties relating to the Project. All documents or instruments of conveyance, transfer, or assignment hereunder shall be in a form and content acceptable to the City.

B. Conveyance of the Project to the City shall not relieve the Developer of liability for satisfaction of any unpaid claim for materials or labor or, for a period of two (2) years after conveyance of the Project to the City, the correction of any existing engineering or construction defects then existing in the Project. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs

C. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the Project to the District or City.

SECTION VI

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 Developer and the City. 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 VII

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 attorney fees and expenses.

SECTION VIII

INSURANCE

A. Developer shall ensure that its contractor has adequate liability insurance for the duration of the construction project in accordance with the provisions of the Section 33.44 of the Code of Ordinances of the City of Edinburg, regarding bond and insurance to ensure completion of work. Developer agrees that the contractor shall maintain all necessary liability insurance and worker’s compensation insurance as required under Texas Law and the Code of Ordinances of the City of Edinburg.

LIMITATION OF LIABILITY

A. Developer 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 the total costs of Project paid by the Developer. Developer 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, 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 IX
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 X
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 XI
NOTICE

A. Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

(a) Notices to the City:

City Manager
CITY OF EDINBURG
P.O. Box 1079
Edinburg, Texas 78540-1079

(b) Notices to Developer:

Red Rock Real Estate Development Group, LTD
2912 S. Jackson Rd.
McAllen, Texas 78503
Attn.: Manuel Cantu

SECTION XII
NOTICE CHANGES

A. Developer further agrees to give written notice to City of any and all changes of mailing address of Developer. In the event of assignment of this Agreement, Assignee shall give written notice to City of Assignee's mailing address, and all subsequent changes thereof. In the event that reimbursement is made to City for the Project and City is unable to give notice of such reimbursement to Developer or Developer's Assignee, due to the failure of Developer or Assignee

to provide City with written notice of current mailing address as required herein above, City will publish a Notice of Reimbursement to the Developer of Assignee, at the address as provided to City, on one (1) occasion, in a newspaper of general circulation within the City of Edinburg.

B. If, written thirty (30) days of publication of said Notice of Reimbursement, the party named therein fails to give notice to City of that party's current mailing address, all funds then held by City for reimbursement of the Project shall become property of the City, without recourse by any party otherwise entitled to such funds by virtue of this Agreement.

SECTION XIII

NON-APPROPRIATIONS

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

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

SECTION XVII

SUCCESSORS AND ASSIGNS

City and Developer agree that this Agreement is fully assignable. Such assignment shall become effective upon receipt of the notice to City of such assignment as set forth herein.

SECTION XX

NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Consultant 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 Consultant 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 Developer 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 Project or payment to Developer 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.

WITNESS OUR HANDS in duplicate originals this_____day_____of, 2021.

CITY OF EDINBURG

DEVELOPER

By:_____

Myra L. Ayala
City Manager

By:_____

Manuel Cantu, Member
2912 S. Jackson Rd.
McAllen, Texas 78503

ATTEST:

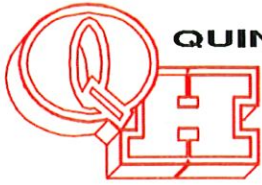
By:_____

Clarice Y. Balderas
City Secretary

APPROVED AS TO FORM:

By:_____

Omar Ochoa
City Attorney



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Letter of Transmittal

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

Date: June 27, 2023

Attention: Myra L. Ayala, City Manager

Re: Oakview Center

Description:

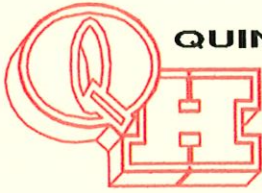
- Letter
- Construction Cost Estimate
- Pictures
- Plans

Remarks: If you have any questions feel free to contact us. Thank you!

Sent By: Norma Quintanilla **Delivered By:**

Received By: **Time:**

Printed Name



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

June 26, 2023

Ms. Myra L. Ayala
City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: Oakview Center

Dear Ms. Ayala,

I am providing the professional engineering services to the developer Red Rock Real Estate Development Group, Ltd. (Mr. Manuel Cantu) for a proposed 47 multi-family lots and five prime commercial lots at the southeast area of I-69 and Iowa Road.

As required by the City of Edinburg, we are proposing a detention pond with a 24" storm sewer outfall to the existing storm sewer system on Iowa Road.

On discussions with your City Engineer Mr. Mardoqueo Hinojosa, P.E. and Assistant City Manager Tom Reyna, the existing storm sewer system on Iowa Road is overloaded and causes temporary flooding to Iowa Estates.

After conducting a field survey of the outfall drain ditch along the south side of Freddy Gonzalez Drive and at the point where it turns north, the existing storm sewer is about 2.0 feet higher than the flow line of the drain ditch, thus creating a backup.

In order to provide additional drainage flow across Freddy Gonzalez, I am proposing that a 36" storm sewer line be installed. On behalf of the developer, I am requesting that the City of Edinburg provide the funding for these improvements.

Please review this request and should you have any questions or wish to meet to further discuss this request, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E.# 95534 R.P.L.S.#4856 **Eulalio Ramirez, P.E.# 77062**
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: April 18, 2023

Sheet 1 of 1

Project: Oakview Center

BASIS OF ESTIMATE

Number of Lots: 47 Multifamily & 5 Commercial Acres: 28.352

Location: Expwy 28 - Iowa Road

No Design Complete

Irrigation District: HCID No. 1

X

Preliminary Design

Owner: Red Rock Real Estate Development Group

Final Design

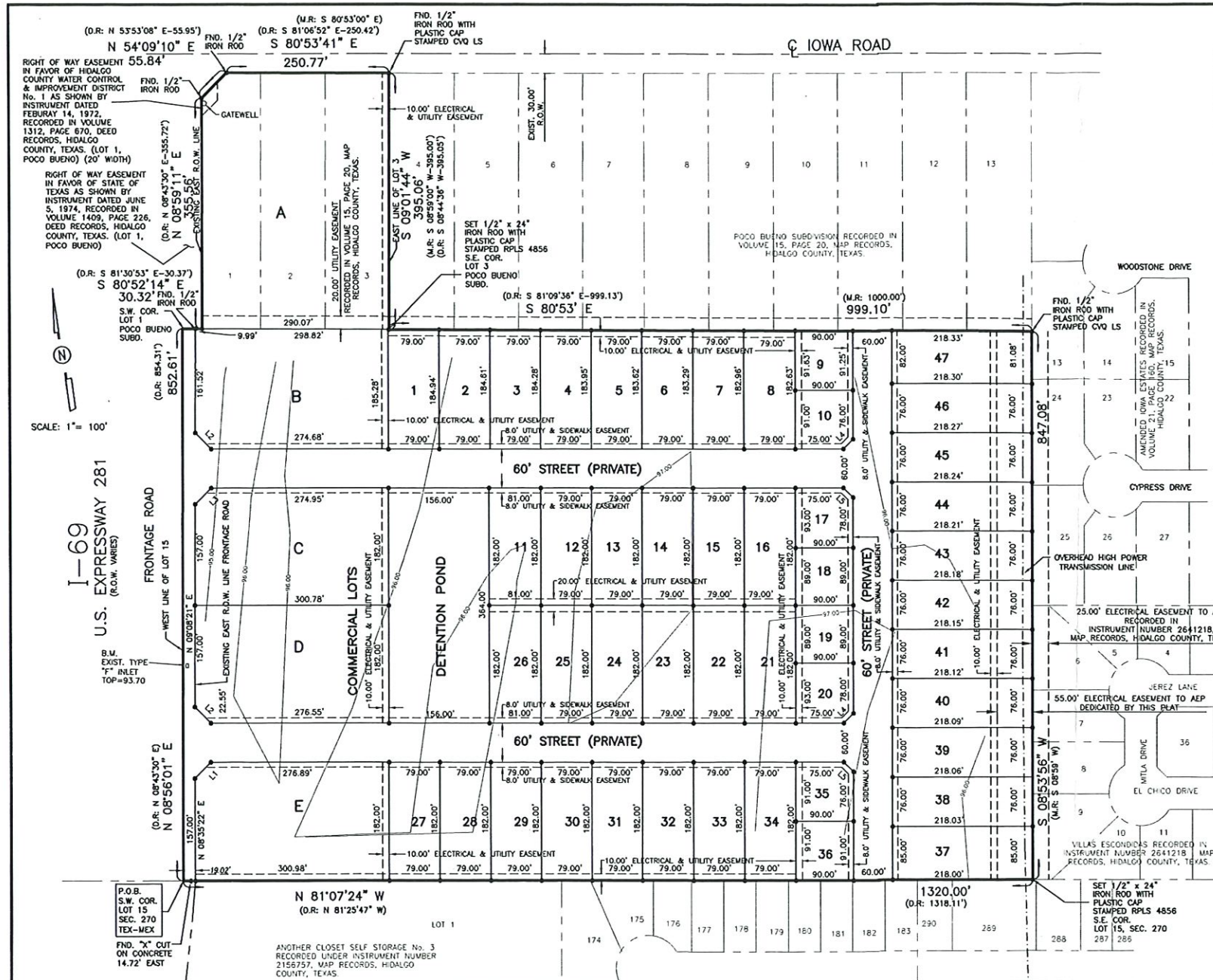
Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

[illegible]







OAKVIEW CENTER

A 28.352 ACRE TRACT OF LAND BEING A PART OR PORTION OF LOTS 1, 2 AND 3, POBO BUENO SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND A PART OR PORTION OF LOTS 15, SECTION 270, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2428513, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 28.352 ACRE TRACT OF LAND BEING A PART OR PORTION OF LOTS 1, 2 AND 3, POBO BUENO SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND A PART OR PORTION OF LOTS 15, SECTION 270, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2428513, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT WITHIN THE RIGHT OF WAY OF U.S. EXPRESSWAY 281 FOR THE SOUTHWEST CORNER OF LOT 15 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°51'41" E (DEED RECORD: N 08°43'30" E), ALONG THE WEST LINE OF LOT 15 AND WITHIN THE RIGHT OF WAY OF U.S. EXPRESSWAY 281, A DISTANCE OF 852.61 FEET (DEED RECORD: 854.31 FEET) TO A POINT FOR THE SOUTHWEST CORNER OF LOT 1, POBO BUENO SUBDIVISION AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 80°52'14" E (DEED RECORD: S 81°30'53" E), ALONG THE SOUTH LINE OF LOT 1, PASSING A 1/2" IRON ROD FOUND AT 20.33 FEET FOR THE EAST FRONT OF WAY LINE OF U.S. EXPRESSWAY 281, AND CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF U.S. EXPRESSWAY 281, A TOTAL DISTANCE OF 50.32 FEET (DEED RECORD: 50.37 FEET) TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 08°51'41" E (DEED RECORD: N 08°43'30" E), ALONG THE EAST RIGHT OF WAY LINE OF U.S. EXPRESSWAY 281, A DISTANCE OF 355.56 FEET (DEED RECORD: 355.72 FEET) TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE: N 54°09'10" E (DEED RECORD: N 53°53'04" E), ALONG THE EAST RIGHT OF WAY LINE OF U.S. EXPRESSWAY 281, A DISTANCE OF 55.84 FEET (DEED RECORD: 55.95 FEET) TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT OF WAY LINE OF IOWA ROAD FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT.

THENCE: S 80°53'41" E (DEED RECORD: S 81°06'52" E), ALONG THE SOUTH RIGHT OF WAY LINE OF IOWA ROAD, A DISTANCE OF 250.77 FEET (DEED RECORD: 250.42 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED CVO LS FOUND ON THE EAST LINE OF LOT 3 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 09°01'44" W (MAP RECORD: S 08°44'36" W), ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 395.06 FEET (MAP RECORD: 395.00 FEET; DEED RECORD: 395.05 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 3 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 80°53" E (DEED RECORD: S 81°30'53" E), ALONG THE SOUTH LINE OF POBO BUENO SUBDIVISION, A DISTANCE OF 999.10 FEET (MAP RECORD: 1000.00 FEET; DEED RECORD: 999.13 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED CVO LS FOUND ON THE EAST LINE OF LOT 15, SECTION 270, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY AND THE WEST LINE OF AMENDED IOWA SUBDIVISION (RECORDED IN VOLUME 21, PAGE 160, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 08°53'56" W (MAP RECORD: S 08°59" W; DEED RECORD: S 08°49'02" W), ALONG THE EAST LINE OF LOT 15 AND THE WEST LINE OF AMENDED IOWA SUBDIVISION, PASSING A 1/2" IRON ROD FOUND AT 424.13 FEET FOR THE SOUTHWEST CORNER OF AMENDED IOWA SUBDIVISION AND CONTINUING ALONG THE EAST LINE OF LOT 15, A TOTAL DISTANCE OF 847.08 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF LOT 15 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°07'24" W (DEED RECORD: N 81°25'47" W), ALONG THE SOUTH LINE OF LOT 15, PASSING AN "X" CUT MADE ON CONCRETE AT 300.98 FEET FOR THE EAST RIGHT OF WAY LINE OF U.S. EXPRESSWAY 281, A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.352 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED IOWA SUBDIVISION, RECORDED IN VOLUME 21, PAGE 160, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

12-8-2022
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

12-12-22
DATE

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD."
COMMUNITY-PANEL NUMBER: 480338 0035 E
MAP REVISED: JUNE 6, 2000 LOWR DATED MAY 14, 2001

2.- LEGEND: • - DENOTES 1/2" x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.- SETBACKS:
FRONT 20.00 FEET
REAR 10.00 FEET
SIDE 8.00 FEET

CORNER SIDE 10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

4.- MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OR BASE FLOOR ELEVATION, WHICHEVER IS GREATER

5.- BENCHMARK NOTE: B.M. ELEV. = 93.70 TOP OF TYPE F INLET LOCATED 88.7 FEET NORTH AND 5 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 4 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.- TOTAL DRAINAGE DETENTION IS: 463,735.24 C.F.

7.- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS OR IRRIGATION EASEMENTS

8.- 50% OF PARK LAND FEE (\$300.00) PER UNIT WILL BE DUE AT BUILDING PERMIT STAGE.

9.- ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

10.- A FIVE (5.0') FOOT SIDEWALK AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER. ADA RAMP WITHIN THE SUBDIVISION ARE TO BE CONSTRUCTED DURING SUBDIVISION CONSTRUCTION STAGE.

11.- ALL WATER AND SANITARY SEWER FEES SHALL BE PAID BY DEVELOPER.

12.- NO ACCESS TO I-69 FROM LOTS B, C, D & E

13.- THE HOMEOWNERS' ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID PRIVATE STREETS, STREET SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS ELECTRIC BILL, AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.

14.- U.E. DENOTES UTILITY EASEMENT. E.E. DENOTES ELECTRICAL EASEMENT

15.- ALL COMMON ACCESS, PARKING LAND LANDSCAPING AREAS WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION

16.- THE OWNERS OF LOTS SERVED BY THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE ACCESS, ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.

17.- A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMP IS REQUIRED ALONG I-69 AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

18.- A 6' BUFFER FENCE, BUILT AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WILL BE REQUIRED BETWEEN RESIDENTIAL AND MULTI-FAMILY LOTS.

19.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND FOR ROADSIDE DITCH AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG STANDARDS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS OAKVIEW CENTER DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY ON EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD.
MANUEL CANTU, MEMBER
2912 S. JACKSON ROAD
MADISON, TX 78503
PH. (956) 821-8180

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MANUEL CANTU, MEMBER OF RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MANUEL CANTU, MEMBER OF RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

BLANCA E. MARTINEZ
Notary Public, State of Texas
Comm. Expires 01-28-2025
Notary ID 1308744

BLANCA E. MARTINEZ - NOTARY PUBLIC

PLANNING & ZONING
COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as OAKVIEW CENTER conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20____.

CHAIRPERSON-PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

MAYOR-CITY OF EDINBURG _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2
ON THIS _____ DAY OF _____, 20____.

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

ATTEST: _____ SECRETARY _____

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

ATTEST: _____ SECRETARY _____

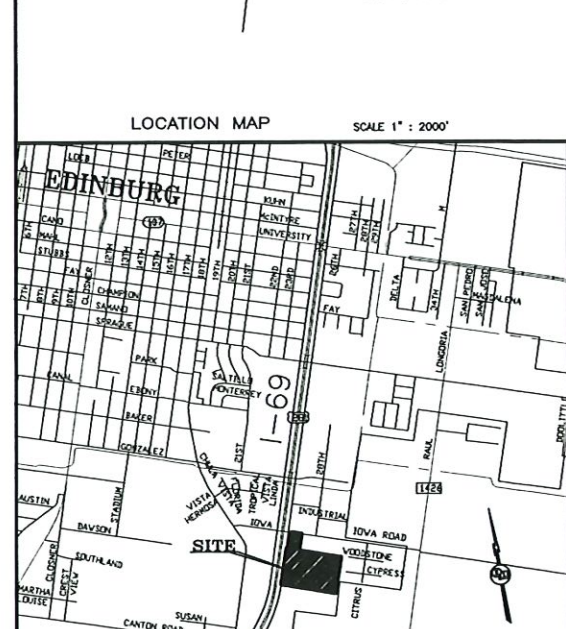
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

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

BY: _____ DEPUTY

FILENAME: F:\DATA\SUBDIVISIONS\EDINBURG\OAKVIEW CENTER\PLAT
DATE PREPARED: 12-8-2022 PREPARED BY: CHECKED BY: APPROVED BY:
DATE REVISD: REVISD BY: CHECKED BY: APPROVED BY:

DATE OF PREPARATION: DECEMBER 8, 2022



LOT	AREA (S.F.)	AREA (AC.)
1	14623.71	0.34
2	14597.56	0.34
3	14571.41	0.33
4	14545.26	0.33
5	14519.11	0.33
6	14492.96	0.33
7	14466.81	0.33
8	14440.67	0.33
9	8229.53	0.19
10	8077.50	0.19
11	14742.00	0.34
12-16	14378.00	0.33
17	8257.50	0.19
18-19	8010.00	0.18
20	8257.50	0.19
21-25	14378.00	0.33
26	14742.00	0.34
27-34	14378.00	0.33
35	8077.50	0.19
36	8190.00	0.19
37	17877.31	0.41
38	16571.55	0.38
39	16573.80	0.38
40	16576.04	0.38
41	16578.29	0.38
42	16580.54	0.38
43	16582.78	0.38
44	16585.03	0.38
45	16587.28	0.38
46	16589.53	0.38
47	17801.72	0.41
POND	56784.00	1.30
A	113865.82	2.61
B	55316.66	1.27
C	54354.41	1.25
D	54506.24	1.25
E	54549.30	1.25

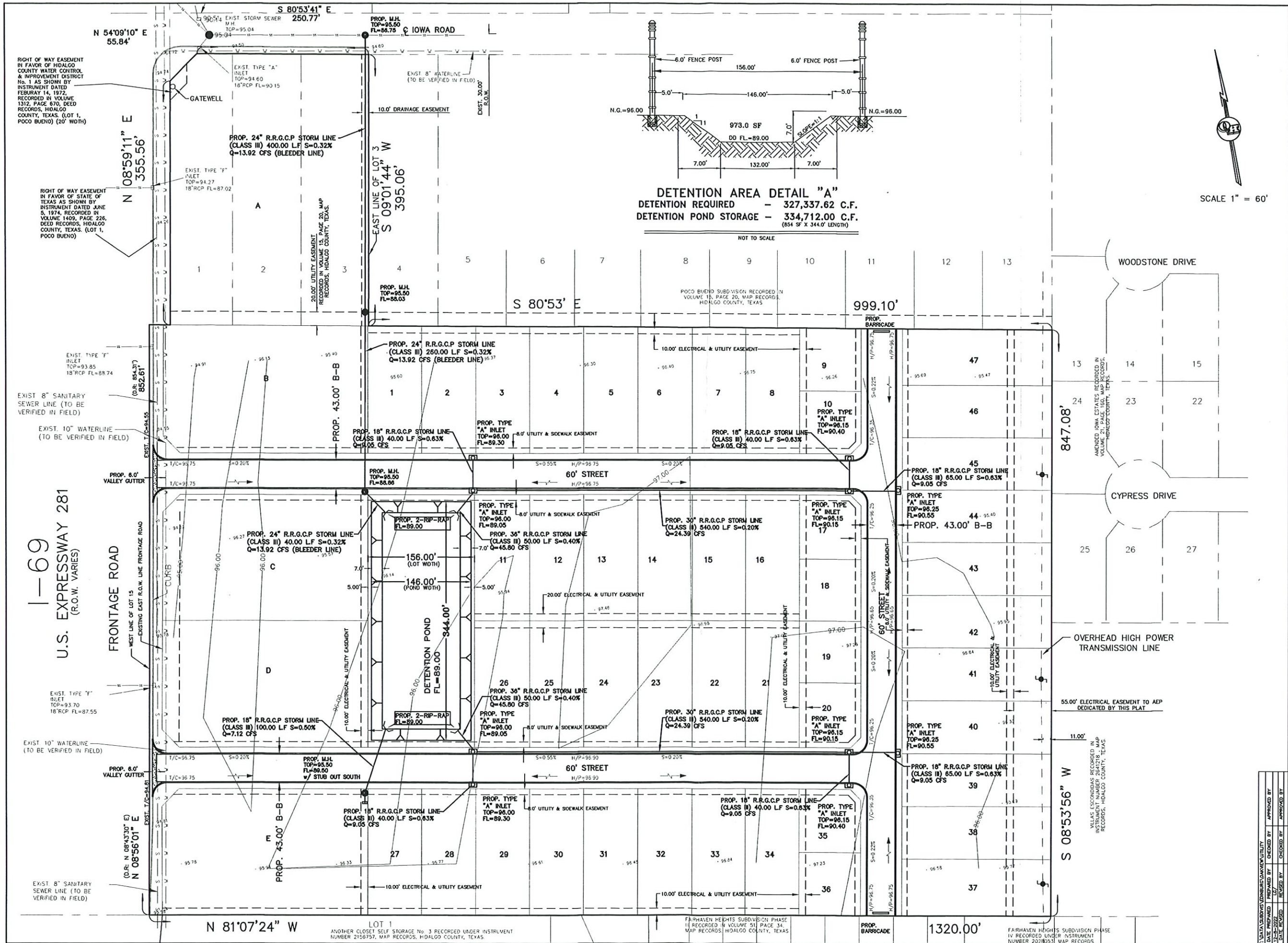
FAIRHAVEN HEIGHTS SUBDIVISION PHASE II RECORDED IN VOLUME 51, PAGE 34, MAP RECORDS, HIDALGO COUNTY, TEXAS

FAIRHAVEN HEIGHTS SUBDIVISION PHASE IV RECORDED UNDER INSTRUMENT NUMBER 2028053, MAP RECORDS, HIDALGO COUNTY, TEXAS

SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 S.E. COR. LOT 15, SEC. 270 297 288

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM



DETENTION AREA DETAIL "A"
DETENTION REQUIRED - 327,337.62 C.F.
DETENTION POND STORAGE - 334,712.00 C.F.
(854 SF X 344.0' LENGTH)

SCALE 1" = 60'

OAKVIEW CENTER
PAVING AND DRAINAGE
LAYOUT



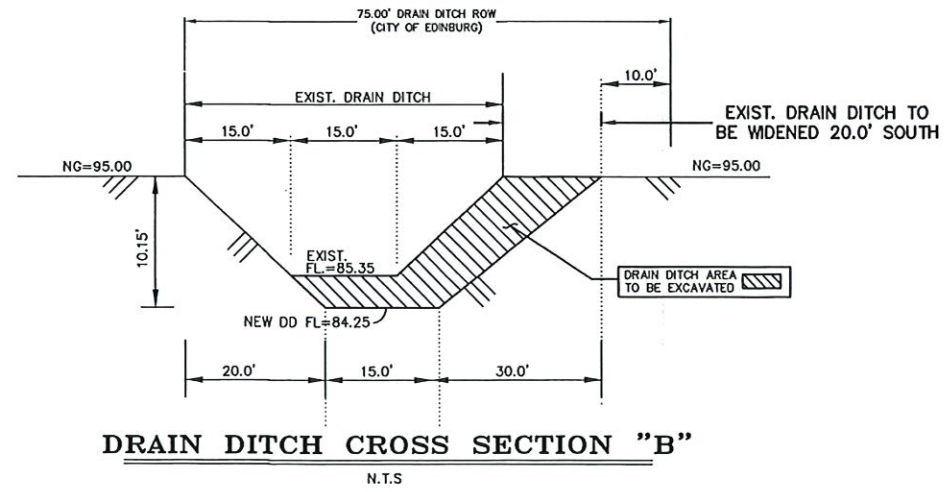
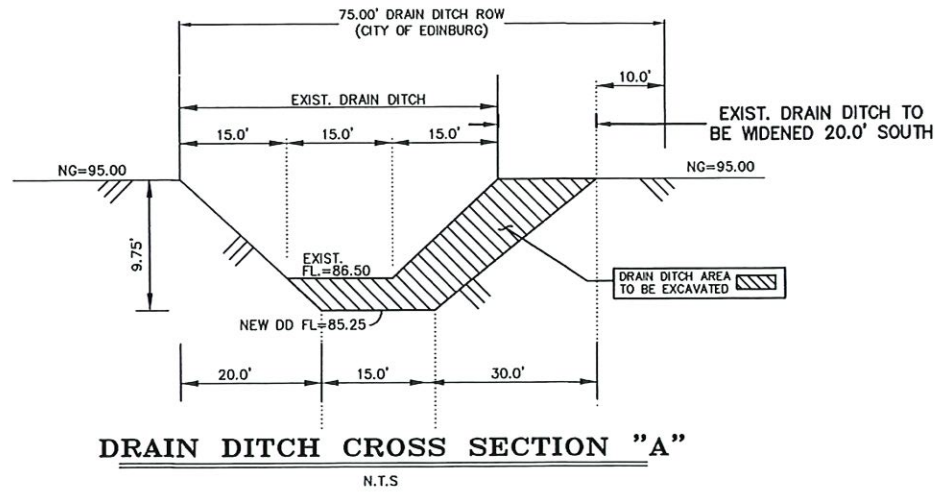
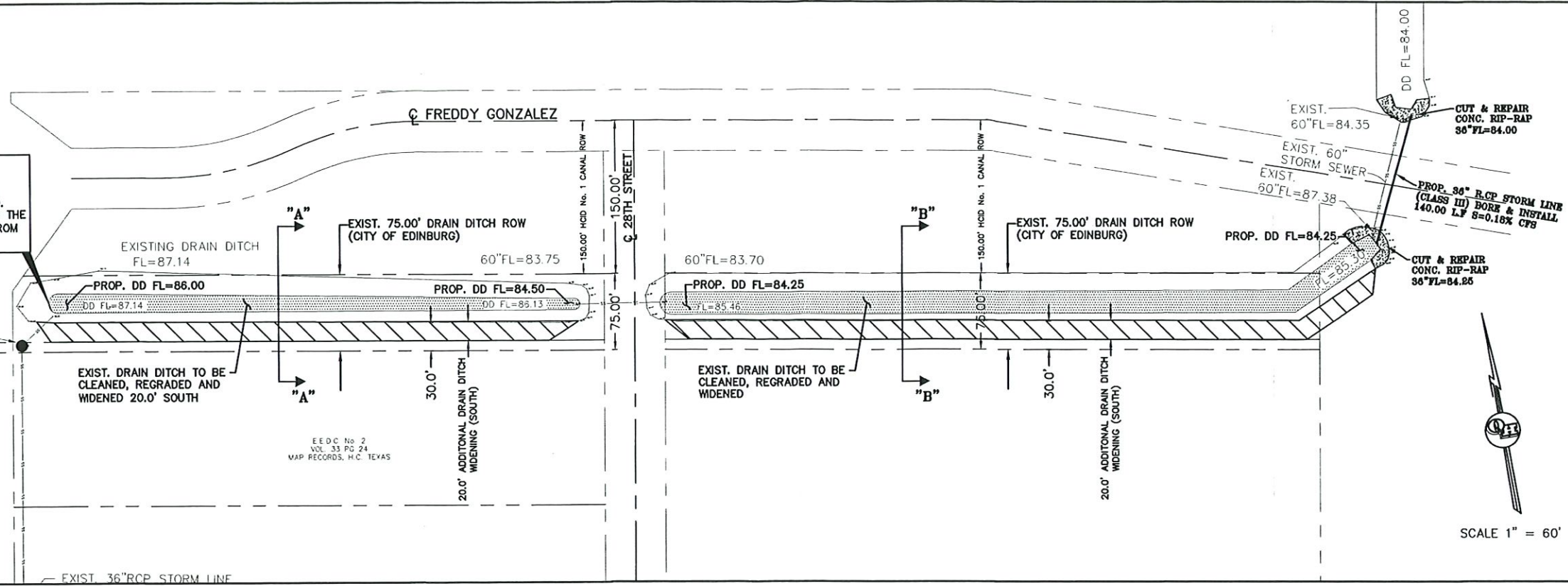
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0927
ALFONSO@QOHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

DATE PREPARED	DATE CHECKED	DATE APPROVED
12-15-2022	12-15-2022	12-15-2022
PREPARED BY	CHECKED BY	APPROVED BY
ALFONSO QUINTANILLA	ALFONSO QUINTANILLA	ALFONSO QUINTANILLA

1-69
U.S. EXPRESSWAY 281
(R.O.W. VARIES)

EXIST.
36"FL=85.98
EXIST. 36" OUTFALL IS
PARTIALLY OBSTRUCTED.
CONTRACTOR TO CLEAR THE
ENTIRE 36" OUTFALL FROM
ANY BLOCKAGE.

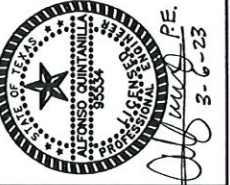
EXIST. STORM
SEWER M.H.
TOP=96.30
36"FL=86.06



DATE PREPARED	DATE CHECKED	DATE APPROVED
DATE PREPARED	DATE CHECKED	DATE APPROVED
DATE PREPARED	DATE CHECKED	DATE APPROVED



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00



**OAKVIEW CENTER
OFFSITE DRAINAGE
IMPROVEMENTS**

JOB NO.	12-8-2022
DATE	12-8-2022
REVISION	1"=60'
SCALE	1"=60'
DRAWN BY	UG
SHEET	

S. INTERSTATE HWY 69C

EXISTING
60" STORM

EXISTING DRAIN DITCH

EXISTING DRAIN DITCH

PROPOSED
36" STORM

E. FREDDY GONZALEZ DR.

THE VILLAGE
AT LOS LAGOS

AREAS OF
FLOODING TO
BE IMPROVED

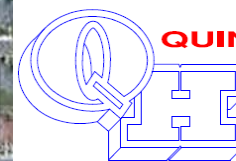
E. IOWA RD.

IOWA ESTATES

PROPOSED
OAKVIEW
CENTER

VILLAS

ESCONDIDAS



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480

FAX 956-381-0527

ALFONSO GARCIA, LICENSED

Page 389 of 434



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

ECONOMIC DEVELOPMENT

Agenda Item No: 12.A.

Consider Approval of Edinburg EDC Budget Amendments for Fiscal Year 2023-2024.

1. Agenda Item:

Consider Approval of Edinburg Economic Development Corporation (EEDC) Budget Amendments for Fiscal Year 2023-2024. [Raudel Garza, Edinburg Economic Development Corporation Executive Director]

2. Description:

On October 30, 2023, the Edinburg Economic Development Corporation (EDC) Board of Directors approved the Budget Amendment for the participation in the following City of Edinburg projects:

Million Gallon Water Tower – \$2,100,000.00

Astro-Turf Baseball Fields – \$2,000,000.00

Owassa Road Sewer Line Extension Project – \$1,750,000.00

The budget amendment reflects the transfer of funds from the Edinburg EDC's reserve account to the operating account to cover these project expenses.

3. Staff's Recommendation:

Approve Edinburg Economic Development Corporation (EEDC) Budget Amendments for Fiscal Year 2023-2024.

EEDC Board approved this item by a vote of 6-0.

Reviewed by:

Raudel Garza, Director of Economic Development
Nelda Ramirez, Assistant City Manager

Prepared by:

Jacqueline Guerra

Attachments:

A. Attachment A - FY2024 Budget Amendment

	Economic Development Budget Cash	Operating	FY2024 Approved	Proposed Budget Amendment	FY2024 Amended Budget
Revenues					
	1/2 Cent Sales Tax Revenue		9,725,676	-	
	Interest on Investments		100,000	-	
	Rental Income		-	-	
	Sale of EEDC Property		2,190,000	-	
	Transfer into General Fund from Reserve		-	\$ 5,850,000	
	Transfer in TexStar Bond Projects Activity, Net		1,800,000	-	
	Total Revenues		13,815,676	5,850,000	19,665,676
Administrative Services					
	Personnel Expenses				
	Salaries		584,342	-	
	Longevity		3,635	-	
	Overtime		1,800	-	
	Taxes		42,073	-	
	Retirement		89,112	-	
	Group Insurance		60,000	-	
	Disability Insurance		12,000	-	
	Workers Compensation		1,169	-	
	Vehicle Allowance		11,100	-	
	Total Personnel Expenses		805,230	-	
	Contractual Services				
	Admin Services		500,000	-	
	Professional Services		96,000	-	
	Audit & CPA Services		30,000	-	
	Finance Services (Bond Fees)		5,000	-	
	Rents & Contractuals (Storage/Copier Lease)		14,400	-	
	Office Space Lease		22,500	-	
	Total Contractual Services		667,900	-	
	Supplies & Equipment				
	Office Supplies		12,000	-	
	Communication Services (Mobile Phone & Landline)		21,600	-	
	Office Maintenance & Contractual - IT		12,000	-	
	Other Expense/Materials		10,200	-	
	Wearing Apparel		4,200	-	
	Printing		8,400	-	
	Continuing Education		36,000	-	
	Office Equipment & Furniture		50,000	-	
	Membership Dues/Subscriptions		60,000	-	
	Travel, Training, Meetings		90,000	-	
	Conferences		120,000	-	
	Board Expenses		6,000	-	
	Total Supplies & Equipment		430,400	-	
	Total Administrative Services		1,903,530	-	
EDC Programs, Properties & Projects					
	Programs				
	Small Business Program/Workforce Training/Job Training Programs		515,000	-	
	Marketing		420,000	-	
	Sponsorship /Donations		144,000	-	
	Research, Studies, other Contracts		360,000	-	
	Total Programs		1,439,000	-	
	Properties				
	Property Taxes		40,000	-	
	Purchase of Property		4,726,172	-	
	Utilities		9,000	-	

	Property Maintenance- Improvements, Maintenance & Repairs	30,000	-	
	General Property Insurance	75,000	-	
	Total Properties	4,880,172	-	
Projects				
	Economic Development Incentives	500,000	-	
	Million Gallon Water Tower	-	\$ 2,100,000	
	Turf Fields	-	\$ 2,000,000	
	Owassa Road Sewer Line Extension Project	-	\$ 1,750,000	
	First Hartford (The Shoppes at RGV) 2019	100,000	-	
	Domain Development Corp (Hyde & Brentwood Plaza)	400,000	-	
	MGEN Capital (Jersey Mike's & Dunkin Donuts)	35,000	-	
	Kapal Supplier LLC	40,000	-	
	Total Projects	1,075,000	5,850,000	6,925,000
Bond Projects				
	Workforce/Resource Center	1,840,000	-	
	ACE Center	-	-	
	Parking Garage	-	-	
	Total Bond Projects	1,840,000	-	
	Total EDC Programs, Properties & Projects	9,234,172	5,850,000	6,925,000
Debt Service				
	Bond Principal Payment	1,640,000	-	
	Bond Interest	1,037,974	-	
	Arena Bond Shortage	-	-	
	Total Debt Service	2,677,974	-	
	Total Disbursements	13,815,676	5,850,000	19,665,676
	Total Receipts Over Disbursements	-	-	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

RESOLUTIONS

Agenda Item No: 13.A.

Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan

1. **Agenda Item:**

Consider Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Amending Jackson Road from Chapin Street to Monte Cristo Road.
[Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

Amendments to the Hidalgo County Thoroughfare Map are being proposed by City staff to match on-going developments and potential corridors. The expected timeline is, upon execution of the resolution, the RGVMPO Board of Directors will act in March 2024.

3. **Staff's Recommendation:**

Approve Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Amending Jackson Road from Chapin Street to Montecristo Road.

Reviewed by:

Prepared by:

Mardoqueo Hinojosa, City
Engineer

Attachments:

- A. Resolution
- B. Exhibit

RESOLUTION NO. _____

STATE OF TEXAS	§	A RESOLUTION OF THE CITY OF EDINBURG, TEXAS TO AMEND JACKSON ROAD FROM MONTECRISTO ROAD TO CHAPIN STREET FROM 120' PRINCIPAL ARTERIAL TO 100' MINOR ARTERIAL. WITHIN THE RIO GRANDE VALLEY MPO THOROUGHFARE PLAN
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, thoroughfare system planning is the process to assure development of the most efficient and appropriate street system to meet future travel needs; and,

WHEREAS, the objective of a thoroughfare plan is to preserve adequate right-of-way on appropriate alignments to allow the orderly and efficient expansion and improvement of the thoroughfare system; and,

WHEREAS, actual roadway alignments will vary depending on the design and layout of development the City of Edinburg finds in the best interest of the citizens of the City of Edinburg to include roadways where needed within the City of Edinburg to be made part of the Rio Grande Valley MPO Thoroughfare Plan.

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

The following roadway segment shall be amended to the City of Edinburg Thoroughfare Plan, as well as on the Rio Grande Valley MPO Thoroughfare Plan from 120' of right-of-way "Principal Arterial" roadway to a 100' of right-of-way "Minor Arterial":

- Jackson Road from Chapin Street to Montecristo Road, as shown on the attached map exhibit.

READ, CONSIDERED, and APPROVED this the 21th day of November, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

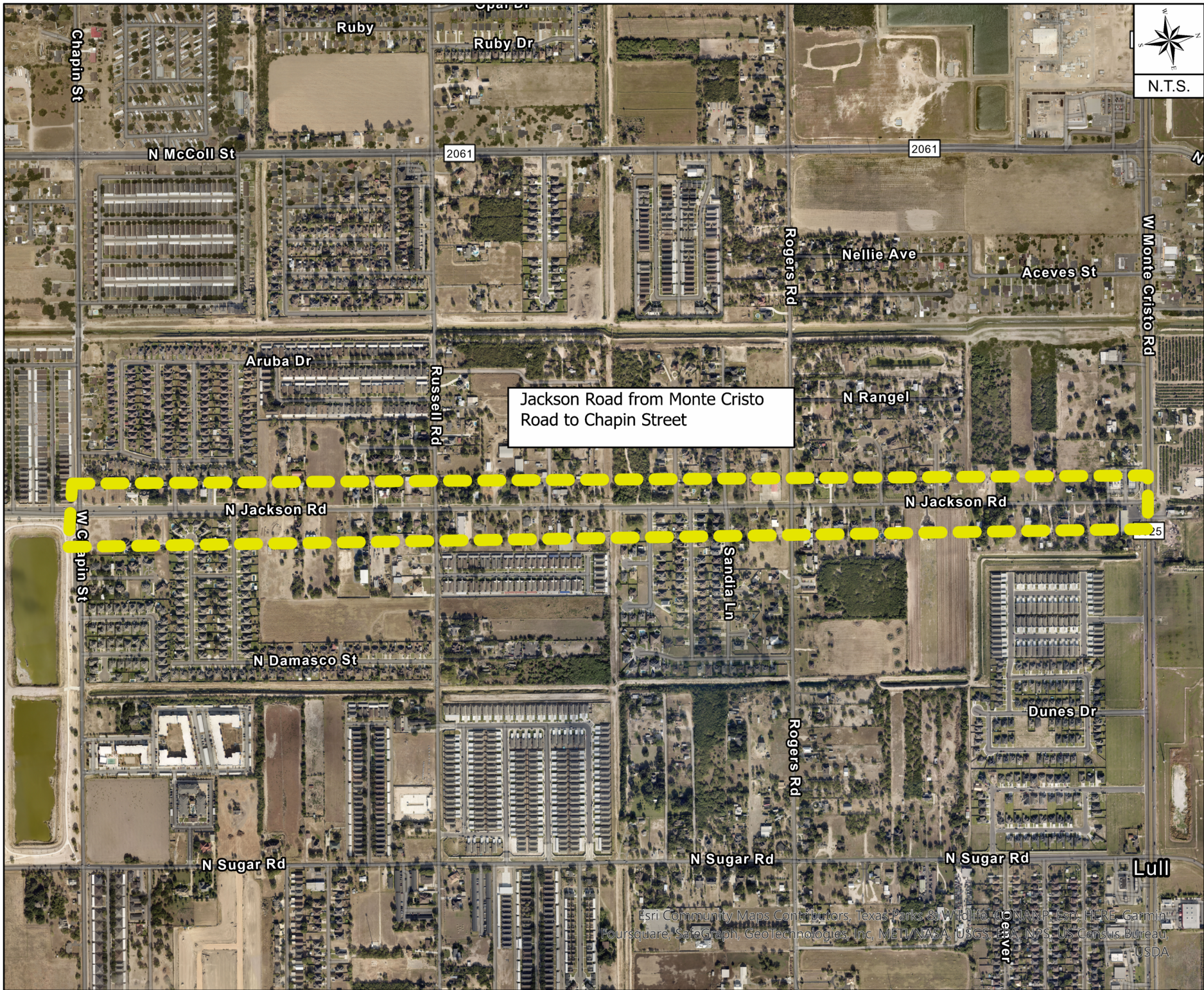
ATTESTED

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

By: _____
City Attorney



Jackson Road Right-Of-Way RGVMPO

REQUESTED BY: ENGINEERING DEPT. CREATED BY: ENGINEERING DEPARTMENT - GIS DIVISION DATE: November 2023

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





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

RESOLUTIONS

Agenda Item No: 13.B.

Hidalgo County Appraisal District's Board of Directors for 2024-2025

1. Agenda Item:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025. [Clarice Y. Balderas, City Secretary]

2. Description:

In accordance to the Texas Property Tax Code Section 6.03 Board of Directors, the Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors.

On October 03, 2023, the Edinburg City Council nominated Richard A. Garza for the 2024-2025 HCAD Board of Directors.

On October 25, 2023, the City received a letter and election ballot from the Hidalgo County Appraisal District requesting the City Council, by form of a Resolution and ballot, cast their vote for the candidate(s) for the 2024-2025 Hidalgo County Appraisal District Board of Directors.

The City of Edinburg has 180 votes which can be cast for one or more candidates. Please note that there is no provision for write-in candidates; therefore, any vote cast for someone not listed on the ballot will be discarded.

The Resolution with the City's vote(s) needs to be submitted to the Chief Appraiser before December 15th. By December 31st, the Chief Appraiser will count the votes submitted by each entity, declare the five candidates that are elected, and will submit the results to the city and the candidate.

Candidates Listed on the Official Ballot are: Eddie Betancourt, Albert Cardenas, Fernando Castillo, Mario Chapa, Pedro "Pete" Garcia, Richard A. Garza, Uvaldo Gutierrez, Antonio Lozano, Joe D. Olivarez, Amador Requenez, Ruben Saldana.

3. Staff's Recommendation:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. Resolution
- B. Hidalgo County Appraisal District Correspondence

RESOLUTION NO: _____

**THE STATE OF TEXAS § A RESOLUTION OF THE CITY COUNCIL OF THE
COUNTY OF HIDALGO § CITY OF EDINBURG CASTING THE VOTES FOR
CITY OF EDINBURG § CANDIDATE(S) TO THE HIDALGO COUNTY
 § APPRAISAL DISTRICT'S BOARD OF
 DIRECTORS FOR 2024-2025**

WHEREAS, the Chief Appraiser of the Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, the City of Edinburg designated its City Council nominees for the Hidalgo County Appraisal District 2024-2025 Board of Directors on the 3rd day of October 2023; and,

WHEREAS, the calculated number of authorized votes for the City of Edinburg is 180 which are to be cast for one or more candidates for the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, eleven (11) nominees representing various areas of Hidalgo County have been selected and have been made a part of the official ballot; and

WHEREAS, the ballots must be returned by December 15, 2023, which is the deadline for accepting votes;

WHEREAS, the Chief Appraiser will count all the votes timely submitted by each entity and declare the five candidates receiving the largest cumulative vote totals elected.

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

The Edinburg City Council votes were cast _____ (No.) of votes for _____, as the City's candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 21st day of November, 2023.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

BY: _____
Omar Ochoa, City Attorney

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Albert D. Cardenas	Chairman
Joe D. Olivarez	Vice-Chairman
Amador Requenez	Secretary
Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

October 25, 2023

City of Edinburg Secretary
Ms. Clarice Yvette Balderas
415 W. University
Edinburg TX 78539

Dear Ms. Balderas,

As prescribed by Section 6.03 of the Texas Property Tax Code (TPTC), enclosed you will find the "Official Ballot" with the candidates' names and the number of votes you are authorized to cast in the election for the Board of Directors of the Hidalgo County Appraisal District. In addition, I have provided a condensed biography of each candidate that provided such and a list of the total vote distribution for all voting entities.

Five (5) Board of Directors are elected by vote of the eligible taxing units that participate in the District, which governs the Hidalgo County Appraisal District. In addition to the five (5) elected Board of Directors, the County Tax/Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr., serves as a non-voting Director.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **Before December 15th**. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the largest cumulative vote totals elected, and submit the results before December 31st to the governing body of all taxing units in the District and to the candidates.

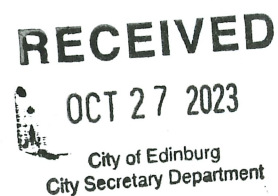
Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures



**2024-2025
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS**

	2022 Tax Levied	2022 Total Levy	2022 Percent	Voting	2024 - 2025 Directorships	2024 - 2025 Official Votes
Entity						
Hidalgo County	\$ 264,653,740	\$ 1,050,933,873	25.183%	252	5	1,260
Cities						
Alamo	\$ 5,103,714	\$ 1,050,933,873	0.486%	5	5	25
Alton	\$ 3,103,203	\$ 1,050,933,873	0.295%	3	5	15
Donna	\$ 6,551,936	\$ 1,050,933,873	0.623%	6	5	30
Edcouch	\$ 622,717	\$ 1,050,933,873	0.059%	1	5	5
Edinburg	\$ 38,127,169	\$ 1,050,933,873	3.628%	36	5	180
Elsa	\$ 1,762,298	\$ 1,050,933,873	0.168%	2	5	10
Granjeno	\$ 30,754	\$ 1,050,933,873	0.003%	1	5	5
Hidalgo	\$ 3,085,315	\$ 1,050,933,873	0.294%	3	5	15
La Joya	\$ 1,209,519	\$ 1,050,933,873	0.115%	1	5	5
La Villa	\$ 661,394	\$ 1,050,933,873	0.063%	1	5	5
McAllen	\$ 58,106,007	\$ 1,050,933,873	5.529%	55	5	275
Mercedes	\$ 5,957,425	\$ 1,050,933,873	0.567%	6	5	30
Mission	\$ 28,910,952	\$ 1,050,933,873	2.751%	28	5	140
Palmview	\$ 3,676,160	\$ 1,050,933,873	0.350%	4	5	20
Penitas	\$ 1,711,540	\$ 1,050,933,873	0.163%	2	5	10
Progreso	\$ 967,912	\$ 1,050,933,873	0.092%	1	5	5
Pharr	\$ 28,727,505	\$ 1,050,933,873	2.734%	27	5	135
San Juan	\$ 10,077,462	\$ 1,050,933,873	0.959%	10	5	50
Sullivan City	\$ 739,543	\$ 1,050,933,873	0.070%	1	5	5
Weslaco	\$ 16,103,016	\$ 1,050,933,873	1.532%	15	5	75
Schools						
Donna	\$ 22,534,056	\$ 1,050,933,873	2.144%	21	5	105
Edcouch-Elsa	\$ 5,402,674	\$ 1,050,933,873	0.514%	5	5	25
Edinburg	\$ 91,362,000	\$ 1,050,933,873	8.693%	87	5	435
Hidalgo	\$ 8,845,402	\$ 1,050,933,873	0.842%	8	5	40
La Joya	\$ 41,386,168	\$ 1,050,933,873	3.938%	39	5	195
La Villa	\$ 1,808,783	\$ 1,050,933,873	0.172%	2	5	10
Lyford	\$ 198,030	\$ 1,050,933,873	0.019%	1	5	5
McAllen	\$ 96,621,136	\$ 1,050,933,873	9.194%	92	5	460
Mercedes	\$ 9,261,699	\$ 1,050,933,873	0.881%	9	5	45
Mission	\$ 31,332,081	\$ 1,050,933,873	2.981%	30	5	150
Monte Alto	\$ 2,193,628	\$ 1,050,933,873	0.209%	2	5	10
PSJA	\$ 70,777,785	\$ 1,050,933,873	6.735%	67	5	335
Progreso	\$ 3,013,695	\$ 1,050,933,873	0.287%	3	5	15
Sharyland	\$ 46,548,429	\$ 1,050,933,873	4.429%	44	5	220
So Tx College	\$ 75,735,089	\$ 1,050,933,873	7.206%	72	5	360
South Texas ISD	\$ 23,974,661	\$ 1,050,933,873	2.281%	23	5	115
Valley View	\$ 11,639,286	\$ 1,050,933,873	1.108%	11	5	55
Weslaco	\$ 28,409,990	\$ 1,050,933,873	2.703%	27	5	135
GRAND TOTALS	\$ 1,050,933,873		100.000%	1002		5,015

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Albert D. Cardenas	Chairman
Joe D. Olivarez	Vice-Chairman
Amador Requenez	Secretary
Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg TX 78540-0208 OFFICIAL BALLOT Election 2024-2025 Appraisal District Board of Directors	
Entity: City of Edinburg	Authorized Votes: 180
Nominee	# of Votes
Betancourt, Eddie	
Cardenas, Albert	
Castillo, Fernando	
Chapa Mario	
Garcia, Pete	
Garza, Richard A.	
Gutierrez, Uvaldo	
Lozano, Antonio	
Olivarez, Joe D.	
Requenez, Amador	
Saldana, Ruben	

Date Resolution Passed (attach resolution)

Authorized Representative

cc: Finance Director of each entity

EDDY BETANCOURT
805 N Ware Rd
McAllen, TX 78501
(956) 789-8891

Overview

Results-driven construction and project manager with over 30 years of expertise as a superintendent, construction manager and construction business owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality Industrial, Commercial, Institutional, and Residential projects while adhering to a tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

*Project Management / Budget & Finances / Personnel Acquisition & Training /
Team Management / Design & Development / Customer Relations / Multi-Site Management /
New Business Development*

Industry

- Commercial Construction
- Commercial / Residential Real Estate
- Retail Automotive Accessories

Project Management/Leadership

- Large Scale Construction management and implementation.
- Small Business Owner

WORK EXPERIENCE

Aug 1984 to Present

R & B General Construction Co, Inc., President

McAllen TX.

Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Assist in the development of industrial facilities in various industrial parks. Coordinate development of residential homes and Multi project of renovations for commercial projects. Work closely with city municipalities, Engineers, Architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall governmental building codes. Development and Management of multi-million-dollar investment projects, specializing in the Cold Storage warehouse industry.

Oct 2015 to Dec. 2022

National Tire and Wheel, LLC Co-Owner and President.

McAllen, TX

Purchased existing business on 10/22/2015.

Current sales have exceeded historical sales.

Feb 2012 to Present

E2H Investments, LLC, General Retail Partner Manager.

McAllen, TX

Manage a Rent to Own Business.

Account Management

Sales

Marketing

Grew business to 8 locations in 48 months.

January 1992 - 1998

Century Forwarding Agency, Inc, Vice President

Hidalgo, Texas

Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing. Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

Aug 1987 - 1992

Technics Construction of Texas Inc.

McAllen, TX.

Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

COMMUNITY SERVICES:

Appointed to Texas Facilities Commission by Texas Governor Sept. 2020 to term expiring in 1/31/2023.

Most Recent Re-Appointment by Texas Governor as Commissioner for the Texas Facilities Commission and Confirmed by the Texas Senate with term Expiring in 1/31/2029.

Appointment as Member of Board of Directors Hidalgo County Appraisal District. By Hidalgo County Entities Terms 2020-22, 2022-2023

Appointed Member to Hidalgo County Appraisal District Review Board 2007 - 2012

Board Held Positions

- Member
- Secretary
- Chairman

PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American - School of Business Continuing Education
Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts
Mathematics, and Finance.

State Licensed in Real Estate # 0440351(1994)

Fluent in Reading and Writing Spanish

EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Students In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Outreach Programs
- Enjoy Family Trips

FORMAL EDUCATION

BBA (94)– Marketing and International Business, University of Texas Pan American

OTHER

Bilingual - Spanish/English.

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

Mario Chapa

956-358-7796

Email: Mario@mchapa.com

SUMMARY OF QUALIFICATIONS

- 40 years experience in engineering and aviation environments, including domestic and international project management, system engineering, network management, installation and testing of airport/aviation communications systems.
- Experience in baggage system design and installation, including the acceptance testing of the integration of inline and stand alone baggage security systems at DFW, LAX, BOS, ORD, PHL, MFE, IAH, DAL, SJU, AUS, MIA, and TPA airports and contributed to problem resolution on those systems.
- Demonstrated ability to build rapport and resolve complex issues among multiple entities with conflicting interest including a telephone central office design problem, which had gone unresolved for 25 years.
- Extensive hands-on experience throughout career, including problem solving difficult technical issues.
- Self motivated, Can-Do-Attitude presenting integrity and professionalism to problem resolution.

PROFESSIONAL EXPERIENCE MANAGEMENT

- Supervised the successful ACARS Upgrade project enhancing data radio communication between US airports and enroute aircraft. Resolved a firmware design problem with control unit. Identified a hardware design flaw in the proposed control equipment preventing unnecessary delay and expense.
- Managed the installation of a 400 position San Jan Puerto Rico Reservation Center on schedule and within budget including the integration of additional capacity and enhanced network management.
- Responsible for the procurement/shipping and maintenance of \$18 million dollars worth of communications equipment annually.
- Directed the procurement, installation and test check-out for material/baggage handling and cargo systems. Reviewed and revised technical specifications and related project drawings. Presented information to management on cost, schedule and budget.
- Lead design team of a governmental ship to shore HF project. Designed system from the ground up including basic control circuit board design and build, procurement of all parts, prototype development and testing, training manuals, operating procedures and installation.
- Supervised engineering staff to plan, develop and design complex communications networks including network management. This included responses and presentations to RFPs and RFQs.

Mario Chapa Resume Cont'd

ENGINEERING

- Designed T1 carrier span lines and provided field assistance for problem solving. Assisted Bell Labs engineers with the testing and problem resolution of the first T3 carrier system in Texas.
- Lead test teams with hands on involvement, including microwave path profile calculations, to upgrade performance of approximately 35 sites of the USAF Kanto Plains Microwave System near Tokyo Japan.
- Provided engineering expertise in problem solving issues of the Motorola Trunk Radio System and Centracom consoles, which provided mobile communications to DFW airport personnel.
- Established field support of the secure/non-secure HF voice/data network supporting Air Force One. Performed diagnostic testing and maintenance.
- Introduced to Sabre at American Airlines the IBM network computer. Upon my technical analysis and recommendation, the IBM network computer was installed and utilized by American Airlines travel agencies, airport ticket counters and other airline office environments.

WORK HISTORY

Communications Officer	US Air Force
Engineer	SW Bell Telephone, Dallas, TX
Engineer	Rockwell International, Richardson, TX
Communications Director	Braniff International Airlines, Dallas, TX
Sr. Communications Engineer	Aeronautical Radio Inc, Annapolis MD
Regional Engineering Manager	General DataComm, Waterbury, CT
Communications Consultant	Self employed
International Communications	American Airlines, DFW Airport, TX
Project Manager	American Airlines, DFW Airport TX
Project Manager	BNP Associates, Danbury, CT
Project Manager	Ciara Associates, Herndon, VA

EDUCATION

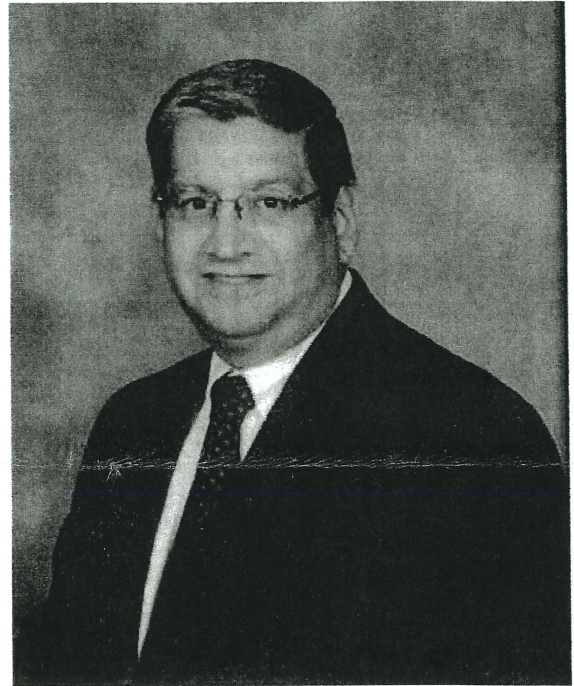
B.S. Electrical Engineering
Texas A&I University – Now Texas A&M University-Kingsville

OTHER

Private Pilot (Commercial and Instructment Ratings)

MEET RICHARD. A. GARZA,

Richard A. Garza is a lifelong resident of the Rio Grande Valley. He first received his real estate license at the age of 18 then continued on to graduate with a BBA in Finance from Pan American University in Edinburg, TX. He first joined BIC Realty in 1977. As Richard continues working on sales in residential and commercial real estate, he has also represented many banks in selling REO properties. His knowledge of over 46 years of experience in the Real Estate Industry allows him to provide clients with versatile, multi-market expertise. In the mid 80's, Richard began purchasing tracts of land and developed them into residential/ranch-type subdivisions and has since developed and sold over 10,000 acres. As a Real Estate developer, his job entails coordinating the development with engineers, city officials, city staff, utility contractors, paving contractors, water suppliers, and surveyors creating robust loyal industry relationships. Over the years Richard has also founded and participates in BIC Investments, GR Land Corporation, Garco, LTD, BIC Development, Goldstar Holdings, Ice House Ranches, GR Inversiones, and Anacahuillas companies. He is the previous Chairman of the Hidalgo County Appraisal District Board of Directors, Current Director of the Texas Land Developers Association, Current Member of the Santa Gertrudis Breeders International, Current Member of the Edinburg Chamber of commerce, Current Member of the McAllen Chamber of Commerce, Current Member of the McAllen Hispanic Chamber of Commerce and has participated/served his community in so many ways over his time in the Real Estate Industry.



10-23-2023

Antonio Lozano Jr.

Bio information for nomination as a candidate for the Board of Directors of the Hidalgo County Appraisal District

I am a retired educator with 36 years of experience. I graduated from Mercedes High School in 1970 and then earned my teaching certificate from Pan American University in 1976. While teaching for 8 years I continued my education and earned a Master's Degree in Educational Administration from Pan American University. While in Mercedes I worked at both the local Jr. High and High School as an asst. principal. After those experiences I was appointed as an Elementary Principal at Taylor Elementary. As my tenure continued in Mercedes I was also appointed to lead as Director of several local and federal programs. In Mercedes I spent 4 years as an elected City Commissioner and Mayor Pro Tem. After that I was appointed to the Mercedes Housing Authority where I spent 4 years as a member and Chair. In 1993 my family and I became residents of Pharr and I started serving my community as a Boys and Girls Club Director and later was appointed to the Pharr Housing Board where I served for 15 years as a member and Chair of the Board. After 25 years with Mercedes ISD, I started working with the PSJA ISD for a total of 11 years. While working for PSJA ISD I was appointed Principal of Buell Alternative High School for 4 years, Principal of North High School for 4 years and then finished my last 3 years as the Director of the newly established Energy Department. My family and I have been active members of St. Anne's Church in Pharr for over 20 years. I have been an active member of the Knights of

Columbus for over 40 years in Mercedes and now currently an active member with the Knights of Columbus in Edinburg. My wife and I are proud home owners and taxpayers to our City, our School District and our County. We are proud to say we have never failed with that obligation. Though retired we believe it is our responsibility to continue to serve or Community, our Schools and our Church. Thank you for your consideration.

Joe Daniel Olivarez

LNR Apartments

614 North Texas

956-463-5656

joe@LNRapts.com

OBJECTIVE

As a member of the Weslaco community I would like to be known as a leader. Someone who inspires and motivates other to achieve their goals.

EDUCATION —

University of Texas Austin
Bachelors of Arts in
Business Administration

EXPERIENCE

January 1999-Present
Owner • Olivarez Company

Manage, rent, renovate, build apartments and commercial offices.

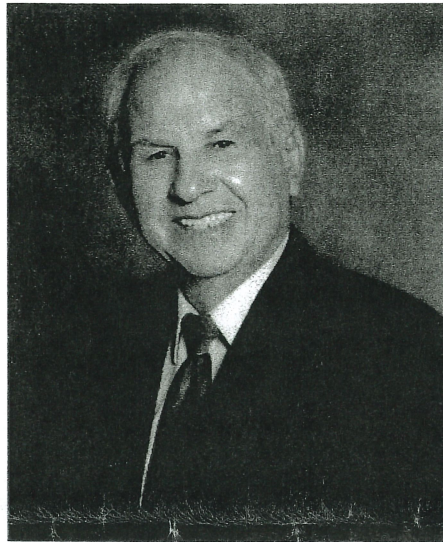
LEADERSHIP

Weslaco Economic Development Corporation
10 years to present
Hidalgo County Subdivision Review Board
10 years to present
Hidalgo County Appraisal District Review Board
12 years
Hidalgo County Appraisal District Board of Directors
4 years

REFERENCES

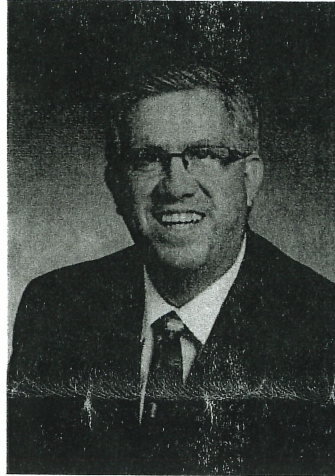
[Available upon request.]

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

Dr. Ruben J. Saldaña
District Extension Administrator
Texas A&M AgriLife Extension



Academic Background

Ed.D. Agricultural Education, Texas A&M University/Texas Tech University, 2004
M.P.A. Public Administration, University of Texas - Pan American, Edinburg, Texas 1998.
B.S. Agricultural Education, Texas A&M University, 1988.
Graduate Mercedes High School, 1984.

Professional & Academic Appointments

District Extension Administrator, Southern District (12), 2006 - present
County Extension Director, El Paso County, 1998 - 2006
Project Manager, South Texas AmeriCorps Initiative, TCE, 1994 - 1998
County Extension Agent - Agriculture (Program Leader; County Coordinator) Willacy County, TCE, 1991-1994.
County Extension Agent - Agriculture, Webb County (Laredo), 1989-1991.
Professional Educator, Mercedes Jr. High School, Mercedes I.S.D., 1988-89.

Biographical Sketch

Dr. Ruben Saldaña serves as the District Extension Administrator for the Southern District of Texas. He provides leadership for 20 counties and the Texas A&M Agricultural Research & Extension Center at Weslaco. He began his career as a science teacher at Mercedes ISD then moved into Extension working as an agricultural agent, a specialist for the AmeriCorps program, and as the Director of El Paso County office before moving into his current position in 2006. He is responsible for all programming and operations for the Southern District including Extension operations at the Texas A&M AgriLife Research & Extension Center at Weslaco. He has spent his entire career working along the border of Texas from Brownsville to El Paso, working with youth, commercial agriculture, environmental issues, and most recently with Healthy South Texas, a food and health initiative of the Texas A&M University System launched by Texas A&M System Chancellor John Sharp. He was recognized in 2019 by Chancellor Sharp and agency director Rick Avery as a Texas A&M University System Regents Fellow and is a 34-year veteran of the agency.

He serves on the Advisory Board for Texas A&M University's Department of Agricultural Leadership, Education, and Communications, the Mercedes PD's Crimestoppers Board, on the MISD CTE advisory committee, Our Lady of Mercy Building Committee, and numerous other boards and organizations.

In 2022, he ran for the Mercedes City Commission and was elected in the Place 4 seat. In 2023, he was elected by the Commission as Mayor Pro-Tem.

He is married to the former Dahlia Guajardo from Mercedes. He has two college students at Texas State University, one at Angelo State University, and a son and daughter-in-law that are commercial and military pilots, respectively, in Las Vegas. He has two granddaughters.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

APPOINTMENTS

Agenda Item No: 14.A.

Advisory Board Appointments

1. Agenda Item:

Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member and Charter Review Committee, One Member. [Clarice Y. Balderas, City Secretary]

2. Description:

City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Airport Advisory Board of South Texas International Airport of Edinburg (1 Member) -

Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation and development of the municipal airport.

Present Member(s): David Salazar, Jr. (Resigned)

Applicant(s): Theodore Miller, Christopher Moore, Abisai Y. Ortiz, Richard Gonzales

Community Development Council (1 Member) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Ronnie Cavazos (Resigned)

Applicant(s): Salome Salazar, Loida Leal

Charter Review Committee (1 Member) - The Charter Review Committee shall forthwith study the existing City Charter, as amended, and make recommendations to the City Council on whether or not said City Charter should be amended, and if it should be amended, the particular amendments that are deemed necessary and desirable.

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who,

after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member and Charter Review Committee, One Member.

Reviewed by:

Prepared by:

Sarah Bryan
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

APPOINTMENTS

Agenda Item No: 14.B.

Appointment of Mayor Pro Tem

1. **Agenda Item:**

Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The City of Edinburg Charter, Article III, Section 2 requires the appointment of a Mayor Pro Tem to serve during the absence of the Mayor or his/her inability to act; the Mayor Pro Tem shall have the authority to perform the duties of Mayor.

Article III, Section 2 reads as follows:

ARTICLE III. - PROCEDURES OF THE CITY COUNCIL, LEGISLATION

Sec. 2. - Mayor and Mayor Pro Tem.

At the first regular meeting of the city council each year, immediately following the election and qualification of new members of said board elected at said election, or as soon thereafter as practicable, the city council shall choose one of the council members as mayor pro tem.

The mayor shall preside at all meetings of the city council, at which he/she is present, and shall exercise such other powers and perform such other duties as are or may be imposed upon him/her by this charter and the ordinances of the city. He/she shall be recognized as the head of the city government for all ceremonial purposes, by the courts for serving civil processes, and by the governor for purposes of military law. In time of public danger or emergency, the mayor shall, if so authorized by order of the city council, take command of the police, maintain and restore order, and enforce the law; and for that purpose may summon, deputize, and command such additional officers from among the citizenship of the city as he/she may determine necessary for the purpose. During any absence of the mayor, or his/her inability to act, the mayor pro tem shall have the authority and perform the duties of mayor.

The Mayor Pro Tem begins his service term when appointed.

3. **Staff's Recommendation:**

Staff is presenting the appointment of a member of the City Council as Mayor Pro Tem for Council's consideration as per the City of Edinburg Charter, Article III, Section 2. The aforementioned appointment of Mayor Pro Tem is at the discretion of the City Council.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

APPOINTMENTS

Agenda Item No: 14.C.

LRGVDC and Amigos Del Valle

1. **Agenda Item:**

Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Amigos Del Valle Board of Directors. [Clarice Y. Balderas, City Secretary]

2. **Description:**

Lower Rio Grande Development Council Board of Directors (1 Member and 1 Alternate)- promotes cooperation among local units of government and provides forums and opportunities for them to work with economic interests and citizen groups in order to improve the region's health, safety, and general welfare and to plan for future development.

Present Member(s): Member-Vacant; Alternate-Mayor Pro Tem David White

Amigos Del Valle (1 Member and 1 Alternate)- positively impacts the quality of life in the Lower Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.

Present Member(s): Member-Vacant; Alternate-Mayor Pro Tem David White

3. **Staff's Recommendation:**

Appoint City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Amigos Del Valle Board of Directors.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 21, 2023

CONSENT AGENDA

Agenda Item No: 15.A.

Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement

1. Agenda Item:

Consider Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement Between the Hidalgo County Community Service Agency and the City of Edinburg as Requested by Mr. Jaime Longoria Executive Director, of the Hidalgo County Community Service Agency. [Tomas D. Reyna, Assistant City Manager]

2. Description:

On July 05, 2022, City Council Approved the Agreement with the Hidalgo County Community Service Agency for the Low Income Household Water Assistance Program with the term ending September 30, 2023. The water provider agreement is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and ground water services.

3. Staff's Recommendation:

Approve Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement between the Hidalgo County Community Service Agency and the City of Edinburg as requested by Mr. Jaime Longoria Executive Director, of the Hidalgo County Community Service Agency.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

A. Agreement

COUNTY OF HIDALGO

Community Service Agency

*Adm: (956) 383-6250
Fax: (956) 380-4324*

2524 N. Closner / P.O. Box 204

Edinburg, TX 78540



MEMORANDUM

To: City of Edinburg

**From: Nora Vasquez
Finance Clerk**

Date: August 10th, 2023

Reference: Water Agreement Renewal

The purpose of the Low Income Household Water Assistance Program (LIHWAP) Water Provider Agreement is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater / sewer, and groundwater services, said services herein collectively referred to as "Water Services".

The County of Hidalgo Community Service Agency is seeking a continued relationship with the City of Edinburg.

**Respectfully,
Nora Vasquez**

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT

PURPOSE. The purpose of the Low Income Household Water Assistance Program ("LIHWAP") Water Provider Agreement ("Vendor Agreement") is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as "Water Services".

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Vendor Agreement is by and between:

Hidalgo County Community Service Agency

Water Assistance Provider ("Agency")

Water Services Provider ("Vendor")

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

WATER SERVICES. Water Services provided and billed by Vendor:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☐ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: _____

TERM. This Vendor Agreement shall be effective from _____, 20____, and shall terminate on the earlier date of _____ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor:

(Vendor Name)

(Vendor Mailing Address)

(Vendor Certificate of Convenience and Necessity # ("CCN"))

Agency: Hidalgo County Community Service Agency

(Agency Name)

2524 North Closner Blvd., Edinburg TX. 78541

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "**Eligible Costs**" related to Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider's governing body applicable to all Water Provider's customers.
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Vendor's normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

- Vendor's application materials should include language that authorizes the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.
- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on _____.

VENDOR:

Authorized Vendor Signature

Date

Typed Name of Authorized Signature

Title

()

Vendor Telephone Number

Vendor Email Address

*Pledge Email

AGENCY: Hidalgo County Community Service Agency

Authorized Agency Signature

Date

Jaime R. Longoria

Executive Director

Typed Name of Authorized Signature

Title

(956) 383-6240

Agency Telephone Number

jaime.longoria@co.hidalgo.tx.us

Agency Email Address

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

County of Hidalgo Community Service Agency
Contact Information Form

NAME OF COMPANY

ADDRESS

CONTACT PERSON (S)

Telephone # for Verification:_____

Fax # for Consumption Histories:_____

Payment Address:_____

Fax # for Pledging:_____

Email:_____

Hours of Operation:_____ **Time Zone:**_____

Comments:_____

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
WATER PROVIDER AGREEMENT**

PURPOSE. The purpose of the Low Income Household Water Assistance Program ("LIHWAP") Water Provider Agreement ("Vendor Agreement") is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as "Water Services".

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Vendor Agreement is by and between:

County of Hidalgo Community Service Agency
Water Assistance Provider ("Agency")

City of Edinburg, Texas

Water Services Provider ("Vendor")

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

WATER SERVICES. Water Services provided and billed by Vendor:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☐ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: _____

TERM. This Vendor Agreement shall be effective from July 8, 2022, and shall terminate on the earlier date of _____ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: City of Edinburg, Texas

(Vendor Name)

415 W. University Dr., Edinburg, Texas 78540

(Vendor Mailing Address)

(Vendor Certificate of Convenience and Necessity # ("CCN"))

Agency: Hidalgo County Community Service Agency

(Agency Name)

2524 N. Closner Blvd. Edinburg, TX 78541

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider's governing body applicable to all Water Provider's customers.
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Vendor's normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

- Vendor's application materials should include language that authorizes the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.
- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on July 5, 2022

VENDOR:

Authorized Vendor Signature

MYRA L. AYALA

Typed Name of Authorized Signature

(956) 388-8207

Vendor Telephone Number

mayala@cityofedinburg.com

Vendor Email Address

Date

Title City Manager

AGENCY:

Authorized Agency Signature

Typed Name of Authorized Signature

Agency Telephone Number

Agency Email Address

Date

Title Executive Director