



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541

MARCH 22, 2016

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

II. CERTIFICATION OF PUBLIC NOTICE

III. 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. If a resident desires to make a public comment, 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.

IV. PUBLIC HEARINGS

A. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment From Suburban Uses to General Commercial Uses and The Rezoning Request From Suburban Residential (S) District to Commercial General (CG) District, Being a 5.0 Acre Tract of Land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey, Located 800 ft. South of the Intersection of Chapin Street and McColl Road, as Requested by Noverez Investments LP. **(Requires 4/5 vote by City Council to overturn Planning and Zoning Commission Action)** [Jesus R. Saenz, Director of Planning & Zoning]

B. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban Uses to Commercial General Uses and the Rezoning Request from Urban Residential (UR) District to Commercial General (CG) District, Being Lots 10-12, Block 260, Edinburg Original Townsite, Located at 721 W. Cano Street, as Requested by Victor Trevino. **(Requires 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus R. Saenz, Director of Planning & Zoning]

- C. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial Neighborhood (CN) District to Urban Residential (UR) District, Being a 3.04 Acre Tract of Land, Out of Lot 13, Section 268, Texas-Mexican Railway Company Survey, Located at the Southwest Corner of Sprague Street and Raul Longoria Road, as Requested by EJC Jr. LTD. **(Requires 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** *(Motion Required to Remove from Table. This Item was Tabled at the December 01, 2015 City Council Regular Meeting)* [Jesus R. Saenz, Director of Planning and Zoning]
- D. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for Late Hours for RGV FC Stadium, Being All of Lot 1 Family Recreation & Aquatic Center Subdivision, Located at 1616 South Raul Longoria Road, as Requested by Edinburg Sportsservice Inc. [Jesus R. Saenz, Director of Planning and Zoning]

V. ORDINANCES

- A. Consider Ordinance Providing for a Temporary Special Use Permit for "8th Annual Winter Fest Fun Fair & Open House" (carnival and fun fair) to be Held from Wednesday, March 23, 2016 thru Sunday, March 27, 2016 at Abundant Grace Community Church, Lot 1, Abundant Grace #2 Subdivision, Located at 2110 South McColl Road, as Requested by Abundant Grace Community Church. [Jesus R. Saenz, Director of Planning and Zoning]
- B. Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for the "2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event" to be Held on April 02, 2016 at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jesus R. Saenz, Director of Planning and Zoning]

VI. AWARDING OF BID

- A. Consider Authorizing the Purchase of Ten (10) Portable Police Radios From Dailey-Wells Communications Inc., in the Amount of \$30,437.50 [David White, Chief of Police]

VII. CONTRACTUALS

- A. Consider Approving the First Amendments to Agreements with Eastern Aviation Fuels, Inc. for **(1)** Aviation Fuels Agreement for Purchase of Aviation Fuel; and **(2)** Jet Refueler Truck Lease Agreement, with both Agreements Providing for an Extension of the Term for Three (3) Years Ending May 14, 2019 and Authorize the City Manager to Execute the Agreements Related Thereto. [Ponciano Longoria P.E., C.F.M., Director of Public Works]
- B. Consider Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same. [Richard M. Hinojosa, City Manager]
- C. Consider Approval of an Interlocal Agreement Between the Edinburg Economic Development Corporation (EEDC) and the City of Edinburg for Funding

Participation for Legislative Services Conducted by Holland & Knight LLP. [Sonia Marroquin, Assistant City Manager]

- D. Consider Approval of an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation (EEDC) for the Funding Participation for Legislative Services Conducted by Pathfinders Public Affairs. [Sonia Marroquin, Assistant City Manager]
- E. Consider Approval of a Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County Regional Mobility Authority (HCRMA) to Promote the Importance of Regional Infrastructure Through the International Bridge Trade Corridor (IBTC). [Sonia Marroquin, Assistant City Manager]

VIII. RESOLUTION

- A. Consider Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Homeland Security - Homeland Security Grant Program through the County of Hidalgo Sheriff's Office, for 2016 Operation Stonegarden Grant and Execute any Other Documents Related Thereto. [David White, Chief of Police]

IX. 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. Discussion Regarding the New Hidalgo County Courthouse Project. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting.)
- B. Discussion and Possible Action Regarding Legal Issues Concerning Restaurant Lease Agreement with Atencion Selecta dba Teresita's at Los Lagos. (§551.071 Consultation With Attorney; Closed Meeting.)
- C. Discussion and Possible Action Regarding Economic Development Incentives Regarding Project Spread. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting.)
- D. Discussion and Possible Action Regarding Proposed Interlocal Agreement Between the City of Edinburg and Edinburg Economic Development Corporation for Participation in the Construction of Soccer Fields. (§551.071. Consultation with Attorney, Closed Meeting; §551.072. Deliberation Regarding Real Property, Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations, Closed Meeting.)
- E. Discussion and Possible Action Regarding Sales Tax Reimbursement Agreement Between the City and Vipers Arena, LLC Relating to Granting Certain Sales Tax Revenues to Reimburse Vipers Arena, LLC for Certain Additional Improvements

Relating to the Bert Ogden Arena Project. (§551.071. Consultation with Attorney; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting.)

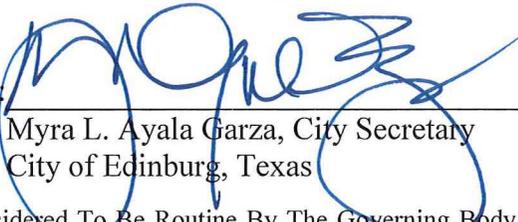
- F. Discussion and Possible Action Regarding Proposed First Amendment to La Sienna Sales Tax Reimbursement Agreement With Edinburg Economic Development Corporation and Burns Brothers, LTD. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting.)
- G. Discussion and Possible Action Regarding Legal Issues Concerning Potential Litigation. (§551.071. Consultation with Attorney; Closed Meeting.)
- H. Discussion Regarding Legal Issues Concerning Waiver of Lien(s) for Lot 21, Whitney Park Subdivision, Edinburg, Texas. (§551.071. Consultation with Attorney; Closed Meeting.)

OPEN SESSION

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

X. 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 March 17, 2016 at 3:30 p.m.

By: 
Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

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.

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.

PUBLIC HEARINGS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment From Suburban Uses to General Commercial Uses and The Rezoning Request From Suburban Residential (S) District to Commercial General (CG) District, Being a 5.0 Acre Tract of Land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey, Located 800 ft. South of the Intersection of Chapin Street and McColl Road, as Requested by Noverez Investments LP. **(Requires 4/5 vote by City Council to overturn Planning and Zoning Commission Action)** [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop General Commercial uses on the property located 800 Ft. South of the intersection of Chapin Street and McColl Road, Being a 5.0 acre tract of land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey. The Gateway plan the City's Comprehensive Plan designation for this property is Suburban Uses and the approval of the rezoning request will allow Commercial General Uses on the subject property.

The property is currently zoned Suburban Residential (S) District and is vacant. The applicant is planning to develop the property into a commercial development. The surrounding zoning in the area is Neighborhood Conservation 7.1 (NC 7.1) District to the East, Suburban (S) District to the West, North, and South.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to twenty-four (24) neighboring property owners and received two comments against this request.

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

RECOMMENDATION:

Staff recommends denial of the Ordinances providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the rezoning request from Suburban Residential (S) District to Commercial General (CG) District, Being a 5.0 acre tract of land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey, Located 800 ft. South of the Intersection of Chapin Street and McColl Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/09/16
CITY COUNCIL – 03/02/16
DATE PREPARED – 02/04/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: The Comprehensive Plan Amendment From Suburban Uses to General Commercial Uses and the Rezoning Request From Suburban Residential (S) District to Commercial General (CG) District

APPLICANT: Noverez Investments LP.

AGENT: None

LEGAL: Being A 5.0 Acre Tract of Land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey

LOCATION: Located 800 ft. South of the Intersection of Chapin Street and McColl Road

LOT/TRACT SIZE: Tract - 5 acres

CURRENT USE OF PROPERTY: vacant

PROPOSED USE OF PROPERTY: Dialysis Center

**EXISTING LAND USE/
ADJACENT ZONING:** North – Suburban; Suburban Res. (S)Dist.
South – Suburban; Suburban Res. (S)Dist.
East – Neighb. Conserv. 7.1 (NC 7.1) Dist.
West – Suburban; Suburban Res. (S)Dist.

LAND USE PLAN DESIGNATION: Suburban Uses

ACCESS AND CIRCULATION: This property has access onto McColl Road, a Principle Arterial Roadway.

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

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment and Rezoning Request. A comprehensive evaluation is on the following page(s).

**COMPREHENSIVE PLAN AMENDMENT AND
REZONING REQUEST
NOVEREZ INVESTMENTS LP.**

EVALUATION

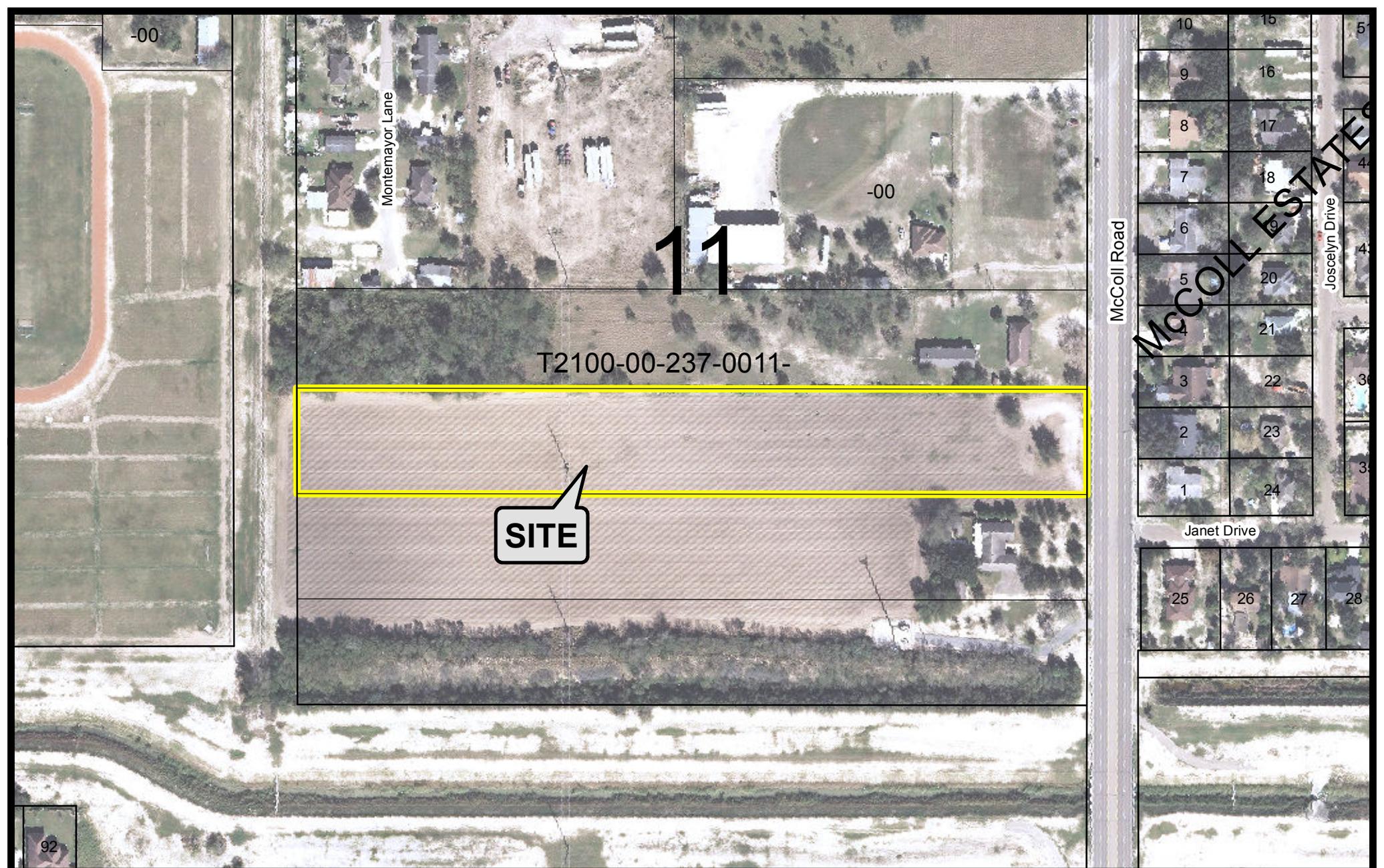
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Suburban Uses.
2. The land use pattern for this area of the community consists of single family residential and vacant land uses.
3. The applicant is proposing Commercial General Uses at this location.

This request is not in compliance with the City's Comprehensive Plan designation, Staff recommends denial of the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Suburban Residential (S) District to Commercial General (CG) District. If approved, the proposed commercial development would need to comply with the City's architectural standards, building, fire, parking, and landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to twenty-four (24) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



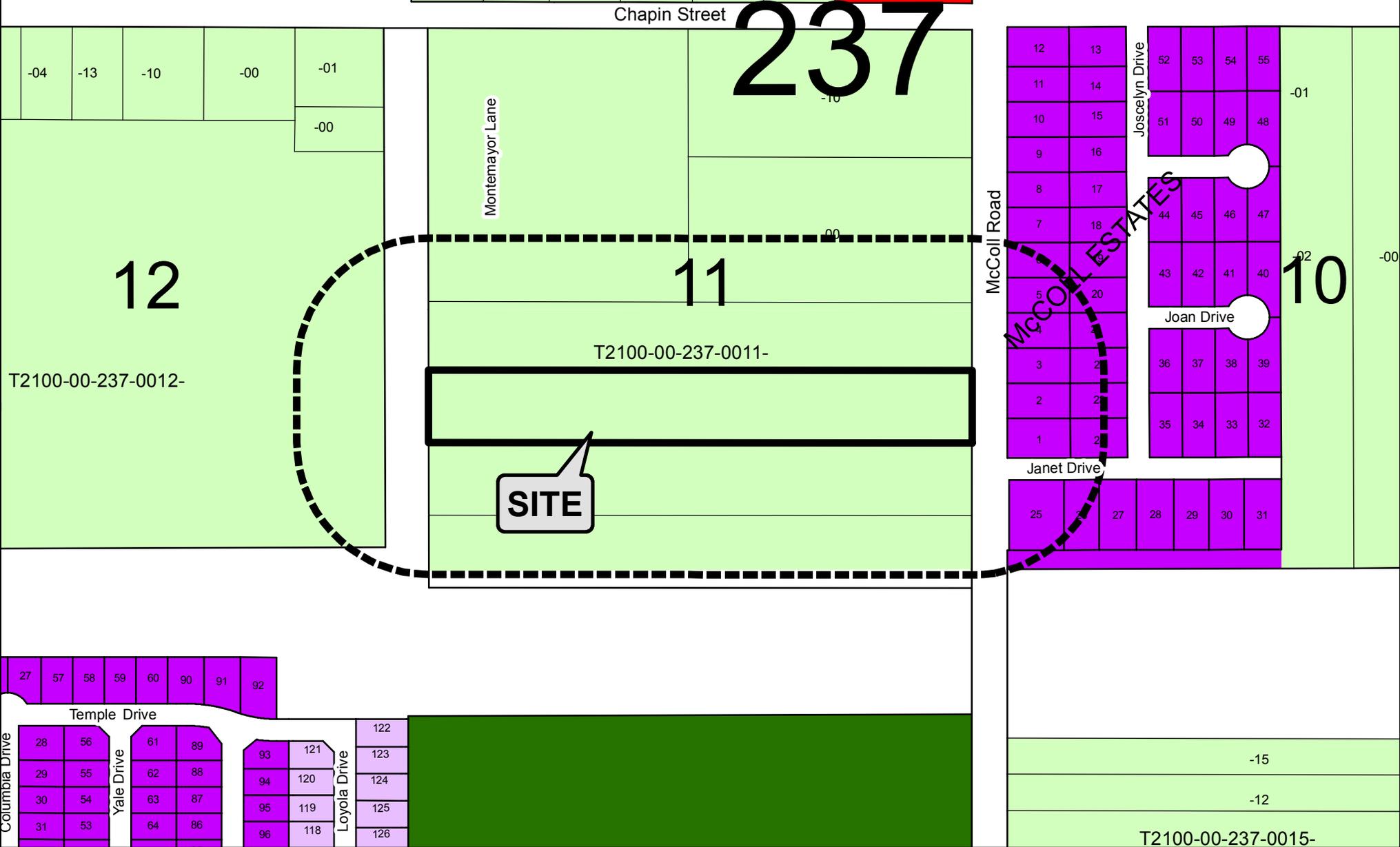
Noverez Investments, LP.

AERIAL PHOTO

Legend

 Noverez Investments



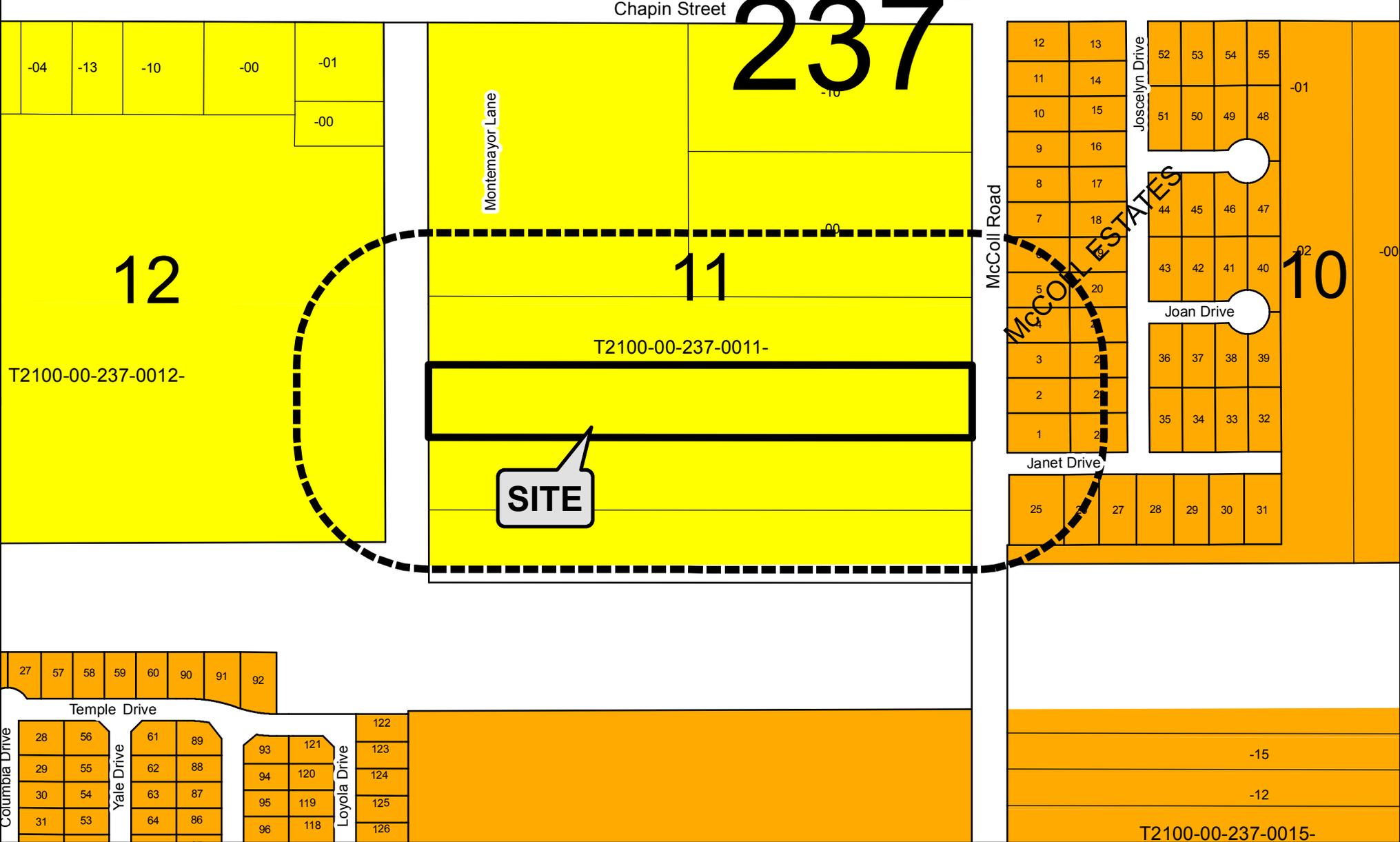


Legend

	Noverez Investments		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
			Urban University		

THE COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM SUBURBAN (S) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 5.0 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 800 FT. SOUTH OF THE INTERSECTION OF CHAPIN STREET AND McCOLL ROAD, AS REQUESTED BY NOVEREZ INVESTMENTS LP.





SITE

Legend FUTURE LAND USE

Noverez Investments	Industrial	Suburban
300' Notification	Mobile Home	Urban
Auto-Urban	Neighborhood Commercial	Urban University
General Commercial	Office Business Park	

Noverez Investments, LP.

THE CITY OF
DINBURG

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Legend

-  Noverez Investments
-  City Limits

Noverez Investments, LP.





THE COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN USES TO GENERAL COMMERCIAL USES AND THE REZONING REQUEST FROM SUBURBAN (S) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 5.0 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 800 FT. SOUTH OF THE INTERSECTION OF CHAPIN STREET AND McCOLL ROAD, AS REQUESTED BY NOVEREZ INVESTMENTS LP.

PROP. ID. 295084
ANTUNA JUAN J & ERNESTINA
PO BOX 966
PHARR, TX. 78577-1618
LEGAL: TEX-MEX SURVEY E671'-S330'-N660' LOT 11 SEC 237 5.08AC GR 4.78AC NET

PROP. ID. 231533
BRUMMET ELVA LINDA
1717 N 51ST ST
MCALLEN, TX. 78501
LEGAL: MCCOLL ESTATES #2 LOT 25 UNIT #2

PROP. ID. 710901
EDINBURG CONS IND SCHOOL DIST
411 N 8TH AVE
EDINBURG, TX. 78541-3309
LEGAL: EDINBURG CONSOLIDATED IND SCHOOL DIST #14 LOT 1

PROP. ID. 231531
ELIZONDO DORA E CUSTODIAN FOR
ADRIANA PATINO
1205 JOSCELYN DR
EDINBURG, TX. 78541-2100
LEGAL: MCCOLL ESTATES #2 LOT 23 UNIT #2

PROP. ID. 231529
ELIZONDO HERMELINDA
PO BOX 4082
EDINBURG, TX. 78540-4082
LEGAL: MCCOLL ESTATES #2 LOT 21 UNIT #2

PROP. ID. 231511
FLORES MARIA C
1107 CARDINAL
MCALLEN, TX. 78504
LEGAL: MCCOLL ESTATES LOT 2

PROP. ID. 231528
GARCIA ALDO JAVIER
1217 JOSCELYN DR
EDINBURG, TX. 78541-2100
LEGAL: MCCOLL ESTATES #2 LOT 20 UNIT #2

PROP. ID. 231530
GARCIA JORGE A
2210 W ELISA LN APT 6
EDINBURG, TX. 78541-2880
LEGAL: MCCOLL ESTATES #2 LOT 22 UNIT #2

PROP. ID. 231513
GONZALES MARIA ELENA
1212 N MCCOLL RD
EDINBURG, TX. 78541-8537
LEGAL: MCCOLL ESTATES LOT 4

PROP. ID. 231512
GONZALEZ ROLANDO
1210 N MCCOLL RD
EDINBURG, TX. 78541
LEGAL: MCCOLL ESTATES LOT 3

PROP. ID. 295090
HARVEST INTERNATIONAL ASSEMBLY OF GOD
6716 N WARE RD
MCALLEN, TX. 78504-5818
LEGAL: TEX-MEX SURVEY-N150'-S660' LOT 11 SEC 237 4.54AC GR 4.31AC NET

PROP. ID. 231514
LOPEZ GREGORIO
1218 N MCCOLL RD
EDINBURG, TX. 78541-8537
LEGAL: MCCOLL ESTATES LOT 5

PROP. ID. 295095
LOPEZ RENE A
3106 W CHAPIN ST
EDINBURG, TX. 78541-3804
LEGAL: TEX-MEX SURVEY W5.08AC-E15.25AC-N 1/2 BLK 237 LOT 11 EXC NW.35AC FOR H/S
4.73AC GR 4.50AC NET

PROP. ID. 295092
LOPEZ RENE A
3106 W CHAPIN ST
EDINBURG, TX. 78541-3804
LEGAL: TEX MEX SURVEY NW.35AC FOR H/S W5.08AC-E15.25AC -N 1/2 LOT 11 BLK 237
.35AC NET

PROP. ID. 295085
MONTEMAYOR OLIVIA
1217 MONTEMAYOR LN
EDINBURG, TX. 78541-3802
LEGAL: TEX-MEX SURVEY-E132'-W182'-S210'-N660' LOT 11 SEC 237 0.64AC

PROP. ID. 231534
MORALES AMERICO & ESPERANZA H
2826 JANET DR
EDINBURG, TX. 78541-2120
LEGAL: MCCOLL ESTATES #2 LOT 26 UNIT #2

PROP. ID. 231515
PEREZ MICHELLE S
1224 N MCCOLL RD
EDINBURG, TX. 78541-8537
LEGAL: MCCOLL ESTATES LOT 6

PROP. ID. 295086
PHILLIPS ROSALINDA SAENZ
REBECCA PHILLIPS & RENATO JR SAENZ
4518 PARISHVILLE RD
HOLLYWOOD, SC. 29449-5905
LEGAL: TEX-MEX SURVEY IMP-N1/2-N330'-S510'-S1/2 LOT 11 SEC 237 5.0AC NET

PROP. ID. 295089
QUINTERO ARTURO I & ANA LISA
1115 N MCCOLL RD
EDINBURG, TX. 78541-5103
LEGAL: TEX-MEX SURVEY N165'-S345'-E501.6' LOT 11 SEC 237 1.90 AC GR 1.75 AC NET

PROP. ID. 528463
RODRIGUEZ SAMUEL JR & MELINDA C
1824 FAWN CIR
EDINBURG, TX. 78539-8478
LEGAL: TEX-MEX SURVEY N165'-S345'-W818.40' LOT 11 SEC 237 3.10 AC NET

PROP. ID. 231532
RODRIGUEZ VICKI
1201 JOSCELYN DR
EDINBURG, TX. 78541-2100
LEGAL: MCCOLL ESTATES #2 LOIT 24 UNIT 2

PROP. ID. 625075
SAENZ OBDULIA G
6121 GARDEN CT
CORPUS CHRISTI, TX. 78414-6064
LEGAL: TEX-MEX SURVEY AN IRR TR S140'-N1280'-E1270' LOT 11 SEC 237 3.11AC GR 2.04AC
NET

PROP. ID. 231510
SALINAS ADRIAN JOEL
620 KERRY LN
MCALLEN, TX. 78501-1731
LEGAL: MCCOLL ESTATES LOT 1

PROP. ID. 503654
TORRES DAVID & ELESVIA M LVG TR
3901 W SCHUNIOR ST
EDINBURG, TX. 78541-9410
LEGAL: TEX-MEX SURVEY-E132'-W314'-S210'-N660' LOT 11 SEC 237 0.64AC NET

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE SUBURBAN RESIDENTIAL (S) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 5.0 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 800 FEET SOUTH OF THE INTERSECTION OF CHAPIN ROAD AND MCCOLL 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 Suburban Residential (S) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 5.0 acre tract of land out of Lot 11, Section 237, Texas-Mexican Railway Company Survey, located 800 feet south of the intersection of Chapin Road and McColl Road, Edinburg, Hidalgo County, Texas, from Suburban Residential (S) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 9, 2016, at 4:00 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 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 March 22, 2016, 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 Suburban Residential (S) District to Commercial, General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Suburban Residential (S) District to Commercial, General (CG) District.

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall 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 22nd day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

RMH/dmg-ordinances/noverez investments lp-s to cg-3-15-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 5.0 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 800 FEET SOUTH OF THE INTERSECTION OF CHAPIN ROAD AND MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; 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 Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to General Commercial Uses; and,

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

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

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

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

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

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more General Commercial Uses;

(2) Expansion and development of General Commercial Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22th day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/noverez investments lp - s to cg-3-15-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban Uses to Commercial General Uses and the Rezoning Request from Urban Residential (UR) District to Commercial General (CG) District, Being Lots 10-12, Block 260, Edinburg Original Townsite, Located at 721 W. Cano Street, as Requested by Victor Trevino. **(Requires 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop General Commercial uses on the property Located at 721 W. Cano Street, Being Lots 10-12, Block 260, Edinburg Original Townsite. The Gateway plan the City's Comprehensive Plan designation for this property is Urban Uses and the approval of the rezoning request will allow General Commercial uses on the subject property.

The property is currently zoned Urban Residential (UR) District and is Occupied. The applicant is planning to use the property into a commercial development. The surrounding zoning in the area is Downtown (D) District to the North, Urban Residential (UR) District to the West, South, and East.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty-five (35) neighboring property owners and received no comments in favor of or against this request.

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

RECOMMENDATION:

Staff recommends Denial of the Ordinances Providing for the Comprehensive Plan Amendment from Urban Uses to Commercial General Uses and the Rezoning Request from Urban Residential (UR) District to Commercial General (CG) District, Being Lots 10-12, Block 260, Edinburg Original Townsite, located at 721 W. Cano Street. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R. Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/09/16
CITY COUNCIL – 03/02/16
DATE PREPARED – 02/04/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: The Comprehensive Plan Amendment from Urban Uses to Commercial General Uses and the Rezoning Request from Urban Residential (UR) District to Commercial General (CG) District

APPLICANT: Michael Cantu

AGENT: Victor Treviño

LEGAL: Being Lots 10-12, Block 260, Edinburg Original Townsite

LOCATION: 721 W. Cano Street

LOT/TRACT SIZE: 21,300 sq. ft.

CURRENT USE OF PROPERTY: Single Family

PROPOSED USE OF PROPERTY: Commercial Plaza

EXISTING LAND USE/ North – Commercial / Downtown District
ADJACENT ZONING: South – Residential/ Urban Residential (UR) Dist.
East – Residential/ Urban Residential (UR) Dist.
West – Residential/ Urban Residential (UR) Dist.

LAND USE PLAN DESIGNATION: Urban Uses

ACCESS AND CIRCULATION: This property has access onto Cano Street and 4th Avenue.

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

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment and Rezoning Request. A comprehensive evaluation is on the following page(s).

**COMPREHENSIVE PLAN AMENDMENT AND
REZONING REQUEST
VICTOR TREVIÑO**

EVALUATION

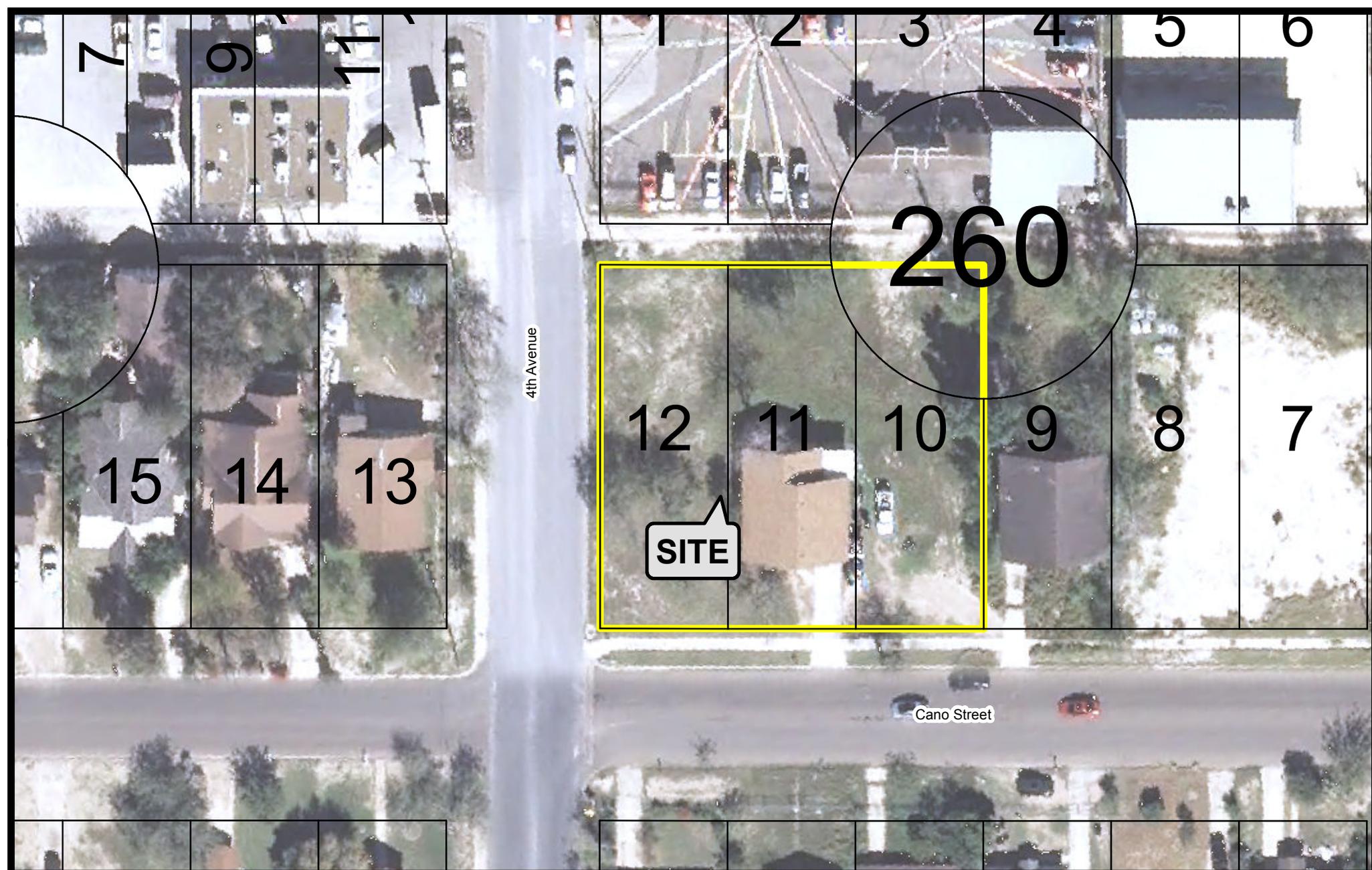
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Urban Uses.
2. The land use pattern for this area of the community consists of single family residential, and commercial land uses.
3. The applicant is proposing General Commercial Uses at this location.

This request is not in compliance with the City's Comprehensive Plan designation, staff recommends denial of the Comprehensive Plan Amendment from Urban Uses to Commercial General Uses and the Rezoning Request from Urban Residential (UR) District to Commercial General (CG) District. If approved, the proposed commercial development would need to comply with the City's architectural standards, building, fire, parking, and landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty-five (35) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



Legend

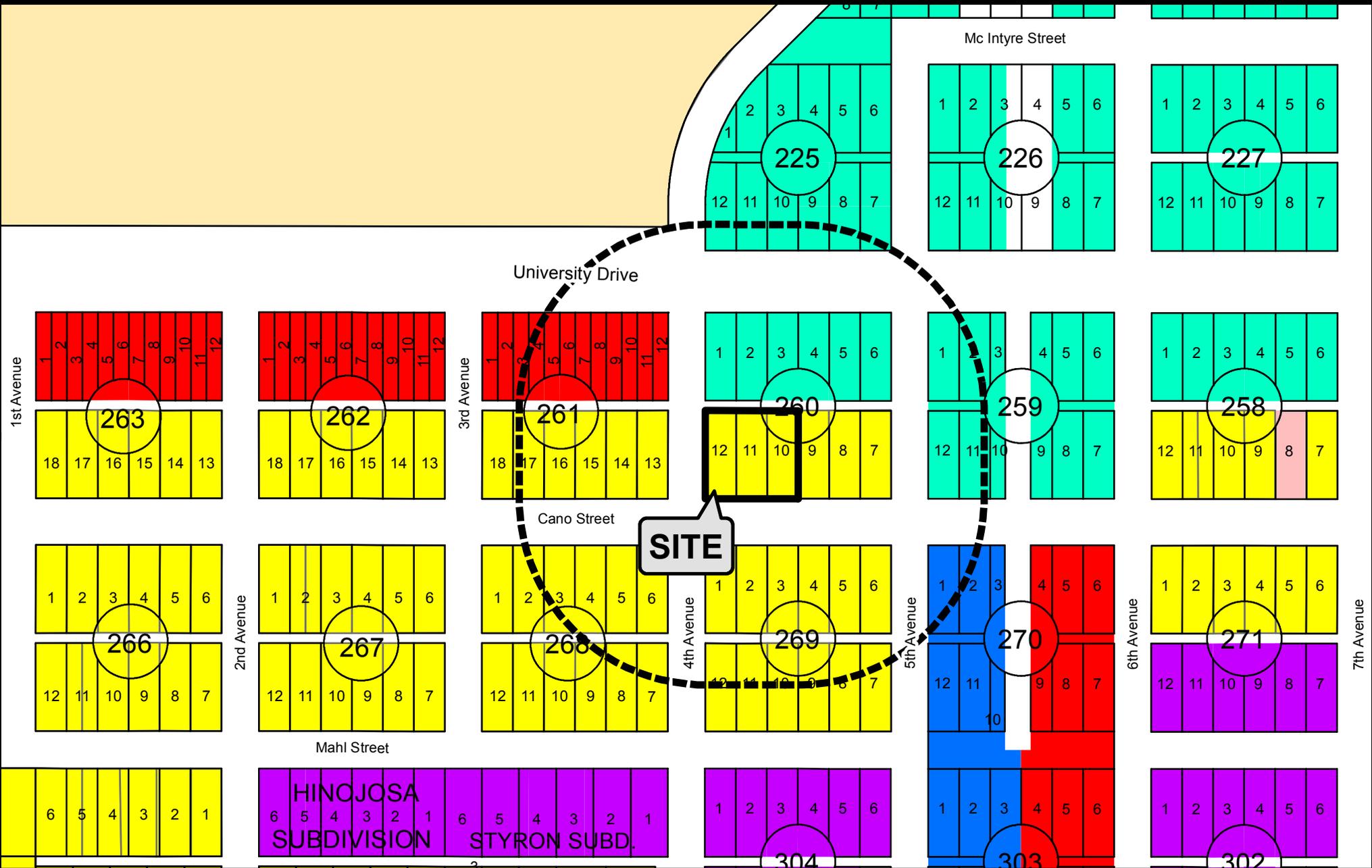
 Victor Trevino

Victor Treviño

AERIAL PHOTO



THE CITY OF
DINBURG

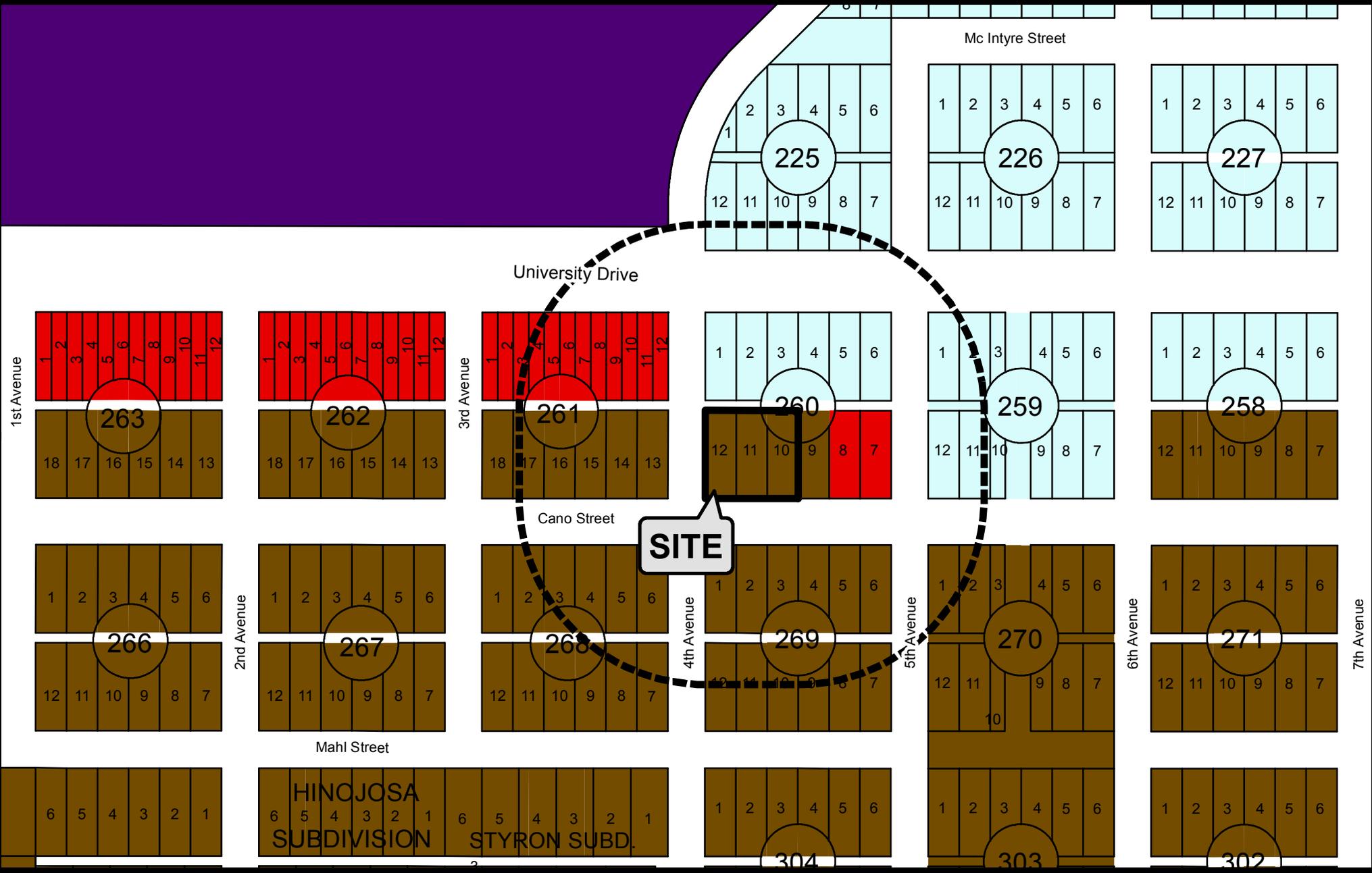


Legend

	Victor Trevino		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
			Urban University		

THE COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO COMMERCIAL GENERAL USES AND THE REZONING REQUEST FROM URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING LOTS 10-12, BLOCK 260, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 721 W. CANO STREET, AS REQUESTED BY VICTOR TREVIÑO



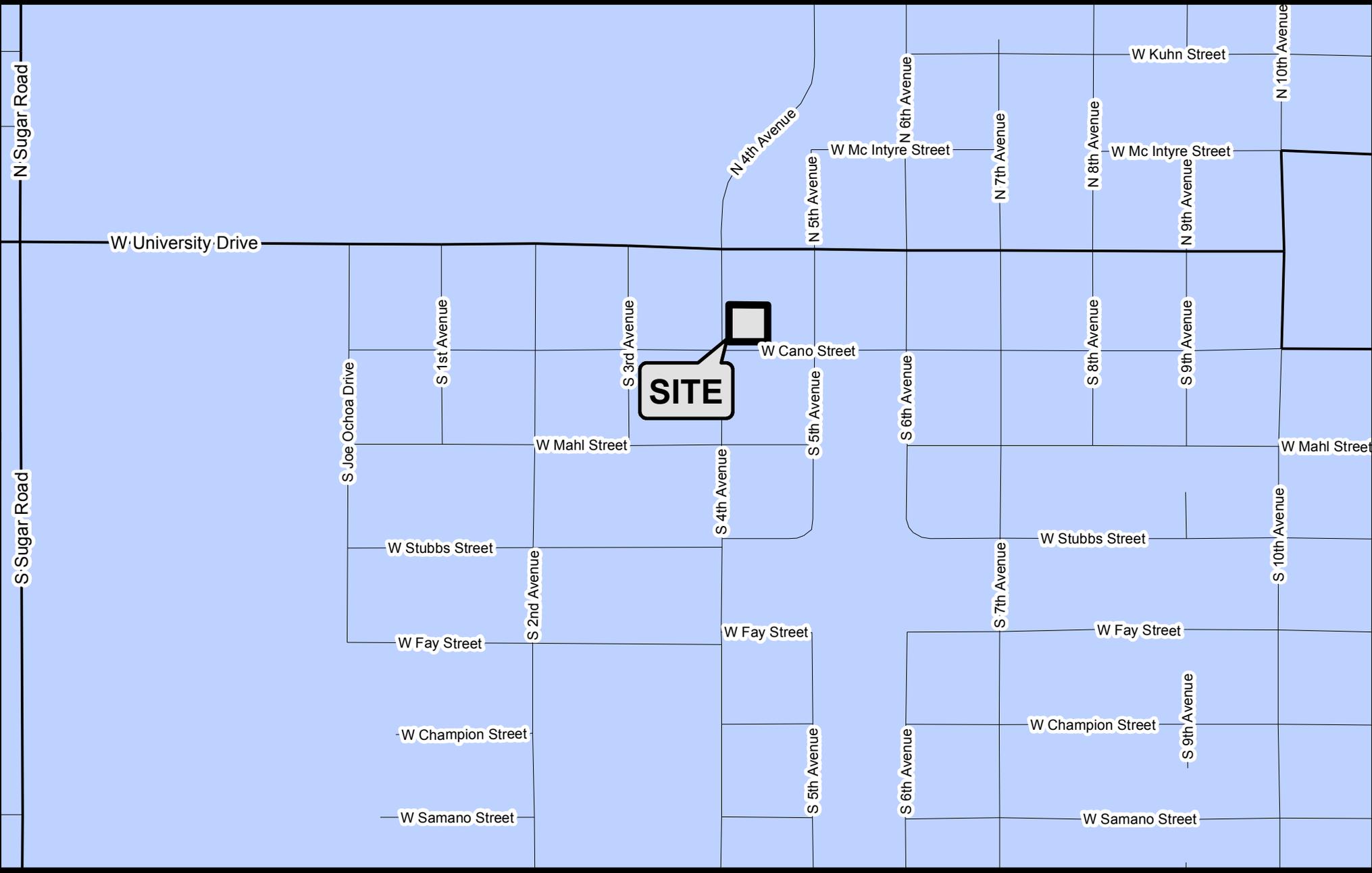


Legend

Victor Treviño	General Commercial	Office Business Park
300' Notification	Industrial	Suburban
Auto-Urban	Mobile Home	Urban
Downtown District	Neighborhood Commercial	Urban University

Victor Treviño





Legend

-  Victor Trevino
-  City Limits

Victor Treviño





THE COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO COMMERCIAL GENERAL USES AND THE REZONING REQUEST FROM URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING LOTS 10-12, BLOCK 260, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 721 W. CANO STREET, AS REQUESTED BY VICTOR TREVIÑO.

PROP. ID. 323452
ABELED0-ADAMS EMILY TRUST
111 S MAIN ST
ELMER, NJ. 08318-2234
LEGAL: WEST ADDITION LOTS 6 THRU 12 BLK 261

PROP. ID. 165080
AHSAN ULLAH LP
2705 SAN DIEGO
MISSION, TX. 78572-7187
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 5 & 6 BLK 260

PROP. ID. 323456
BARRERA MARIA DEL CARMEN C
811 W CANO ST
EDINBURG, TX. 78539-4135
LEGAL: WEST ADDITION LOT 15 BLK 261

PROP. ID. 323451
BLISS-MOORE-GAYKEN
1721 ANN ST
EDINBURG, TX. 78539-6003
LEGAL: WEST ADDITION LOT 5 BLK 261

PROP. ID. 323455
BRACERO ESTELLA
1403 DONS DR
MISSION, TX. 78572-4354
LEGAL: WEST ADDITION LOT 14 BLK 261

PROP. ID. 165083
CANTU MICHAEL DAVID & PATRICIA ANNE
PO BOX 720951
MCALLEN, TX. 78504-0951
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 10 11 & 12 BLK 260

PROP. ID. 323519
CAPISTRAN JOSE BARRERA
811 W CANO ST
EDINBURG, TX. 78539-4135
LEGAL: WEST ADDITION LOT 5 BLK 268

PROP. ID. 323518
CAPISTRAN JOSE R BARRERA
811 W CANO ST
EDINBURG, TX. 78539-4135
LEGAL: WEST ADDITION LOT 3 & 4 BLK 268

PROP. ID. 323450
FIRST CASH LTD
690 E LAMAR BLVD STE 400
ARLINGTON, TX. 76011-3864
LEGAL: WEST ADDITION LOT 1 2 3 & 4 BLK 261

PROP. ID. 323517
FUENTES ONEIDA R
818 W CANO ST
EDINBURG, TX. 78539-4136
LEGAL: WEST ADDITION LOT 2 BLK 268

PROP. ID. 165091
GARZA AURORA
700 W CANO ST
EDINBURG, TX. 78539-4134
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 269

PROP. ID. 165094
GARZA RODOLFO JR
704 W MAHL ST
EDINBURG, TX. 78539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 269

PROP. ID. 323523
GARZA ROEL (DEC'D) & MINERVA
815 W MAHL ST
EDINBURG, TX. 78539-4147
LEGAL: WEST ADDITION LOT 9 BLK 268

PROP. ID. 165078
IVEY CHARLES LTD
1919 W US HIGHWAY 83
MCALLEN, TX. 78501-7002
LEGAL: EDINBURG ORIGINAL TOWNSITE ALL OF LOTS 1 2 11 12 & W24' LOTS 3 & 10
16'X124' IN ALLEY BLK 259

PROP. ID. 165082
LUNA ROSALINDA
MARIA DEL ROSARIO LUNA
709 W CANO ST
EDINBURG, TX. 78539-4133
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 260

PROP. ID. 323520
OCHOA DIANA GONZALEZ
800 W CANO ST
EDINBURG, TX. 78539-4136
LEGAL: WEST ADDITION LOT 6 BLK 268

PROP. ID. 165092
OVANDO JENNY
701 W MAHL
EDINBURG, TX. 78539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 269

PROP. ID. 165079
PACME LLC
PO BOX 720951
MCALLEN, TX. 78504
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1-2-3-4 BLK 260

PROP. ID. 164843
PAN AMERICAN UNIVERSITY
1201 W UNIVERSITY DR
EDINBURG, TX. 78539-2970
LEGAL: EDINBURG ORIGINAL TOWNSITE S 1/2 LOTS 7-8; ALL LOTS 9-12 BLK 225

PROP. ID. 165081
PARDI PRODUCE INC
PO BOX 115
EDINBURG, TX. 78540-0115
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 7 & 8 BLK 260

PROP. ID. 165088
PEREZ CRISTOBAL & CARLOS JR
134 REGENCY CT
HARLINGEN, TX. 78550-3826
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3 BLK 269

PROP. ID. 323454
PEREZ JUAN R
121 S 4TH AVE
EDINBURG, TX. 78539-4119
LEGAL: WEST ADDITION LOT 13 BLK 261

PROP. ID. 323458
RIOS OLIVIA S & JOSE VICENTE & OFELIA GARZA
817 W CANO ST
EDINBURG, TX. 78539-4135
LEGAL: WEST ADDITION LOT 17 BLK 261

PROP. ID. 165089
ROBLEDO ALMA ROSA
1317 E CHAMPION ST
EDINBURG, TX. 78539-4863
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 BLK 269

PROP. ID. 165090
RODRIGUEZ DAHLIA & GILBERTO
7536 N FM 88
WESLACO, TX. 78599-4263
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5 BLK 269

PROP. ID. 165097
RUIZ GENARO & DORA
1204 JALAPENO LN
EDINBURG, TX. 78539-6090
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 269

PROP. ID. 165086
SALAZAR MANUEL D
722 W CANO ST
EDINBURG, TX. 78539-4134
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 269

PROP. ID. 323521
SALINAS GLAFIRO & MARGARITA
5401 WEAVER AVE
BAKERSFIELD, CA. 93307-2934
LEGAL: WEST ADDITION LOT 7 BLK 268

PROP. ID. 323457
SAMPLES VERONICA NEGRETE
815 W CANO ST
EDINBURG, TX. 78539-4135
LEGAL: WEST ADDITION LOT 16 BLK 261

PROP. ID. 165096
SAUCEDA FRANCISCO & MARIA C
717 W MAHL ST
EDINBURG, TX. 78539-4145
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 269

PROP. ID. 323522
SHANKS LEORA & JOHN
CARIDAD SHANKS
803 W MAHL ST
EDINBURG, TX. 78539-4147
LEGAL: WEST ADDITION LOT 8 BLK 268

PROP. ID. 165087
SOZA MELBA GARCIA
PO BOX 720932
MCALLEN, TX. 78504-0932
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2 BLK 269

PROP. ID. 502752
STOR-MASTER LP
128 CANARY AVE
MCALLEN, TX. 78504-2215
LEGAL: EDINBURG ORIGINAL TOWNSITE BLK 270 ALL LOTS 1 2 11 12 E26.24' LOTS 3 10
16'X126.24' IN ALLEY & 30'X126.45' MAHL ST 0.96AC

PROP. ID. 165093
YBARRA RIGOBERTO & MARIA LAURA
703 W MAHL ST
EDINBURG, TX. 78539-4145
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 269

PROP. ID. 165095
ZAMORA ELVA
2105 ANN ST
EDINBURG, TX. 78539-6048
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 269

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOTS 10 – 12, BLOCK 260, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 721 WEST CANO STREET, 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 Urban Residential (UR) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of Lots 10 – 12, Block 260, Edinburg Original Townsite, located at 721 West Cano Street, Edinburg, Hidalgo County, Texas, from Urban Residential (UR) District to Commercial General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 9, 2016, at 4:00 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 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 March 22, 2016, 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 Urban Residential (UR) District to Commercial, General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Urban Residential (UR) District to Commercial, General (CG) District.

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall 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 22nd day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS, GARZA, & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/victor trevino-ur to cg-3-15-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOTS 10 – 12, BLOCK 260, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 721 WEST CANO STREET, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; 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 Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Urban Uses to General Commercial Uses; and,

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

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

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

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

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

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Commercial General Uses. The conditions that exist are:

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22th day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS & ASSOCIATES, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/victor trevino-ur to cg-3-15-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial Neighborhood (CN) District to Urban Residential (UR) District, Being a 3.04 Acre Tract of Land, Out of Lot 13, Section 268, Texas-Mexican Railway Company Survey, Located at the Southwest Corner of Sprague Street and Raul Longoria Road, as Requested by EJC Jr. LTD. **(Requires 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** *(Motion Required to Remove from Table. This Item was Tabled at the December 01, 2015 City Council Regular Meeting)* [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

This item was previously tabled at the December 1, 2015 Regular Meeting at the request of the applicant and no discussion was initiated at that time. The City Council will need to make a Motion to remove the item from the table prior to taking action on this item.

The developer is proposing to develop Multi-Family uses on the property located at the Southwest Corner of Sprague Street and Raul Longoria Road, Being a 3.04 Acre Tract of Land, Out of Lot 13, Section 268, Texas-Mexican Railway Company Survey. The Gateway plan the City's Comprehensive Plan designation for this property is General Commercial Uses and the approval of the rezoning request will allow Urban Residential Uses on the subject property.

The property is currently zoned Commercial Neighborhood (CN) District and is currently vacant. The applicant is planning to develop the property into multi-family residential units. The surrounding zoning in the area is Commercial Neighborhood (CN) District to the North, Suburban Residential to the East, Neighborhood Conservation 5.0 (NC5) to the West and Commercial Neighborhood (CN) to the South.

The request does not comply with the Comprehensive Plan destination for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to sixty-one (61) neighboring property owners and received no comments in favor or against this request at the time of the report.

The Planning & Zoning Commission recommended with a vote of 7-0 denial of the Comprehensive Plan Amendment and the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends Denial of the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial Neighborhood (CN) District to Urban Residential (UR) District, Being a 3.04 Acre Tract of Land, Out of Lot 13, Section 268, Texas-Mexican Railway Company Survey. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City

requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/10/15
CITY COUNCIL – 02/02/16
DATE PREPARED – 10/28/15

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial Neighborhood (CN) District to Urban Residential (UR) District

APPLICANT: EJC Jr. LTD

AGENT: Aaron Cano

LEGAL: Being A 3.04 Acre Tract of Land, Out of Lot 13, Section 268, Texas-Mexican Railway Company Survey

LOCATION: Located at the Southwest Corner of Sprague St. and Raul Longoria Rd.

LOT/TRACT SIZE: Tract I - 1.51 acres and Tract II - 1.53 acres

CURRENT USE OF PROPERTY: vacant

PROPOSED USE OF PROPERTY: Multi-Family Units

**EXISTING LAND USE/
ADJACENT ZONING:** North – Comm; Neighb. Comm (NC) Dist.
South – Comm; Neighb. Comm (NC) Dist.
East – Suburban; Suburban Res. (S)Dist.
West – Comm; Neighb. Conser 5 (NC5) Dist

LAND USE PLAN DESIGNATION: General Commercial Uses

ACCESS AND CIRCULATION: This property has access onto Raul Longoria Road a Principle Arterial Roadway, and Golf Ball Drive a Residential Collector Roadway.

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

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment and Rezoning Request. A comprehensive evaluation is on the following page(s).

**COMPREHENSIVE PLAN AMENDMENT AND
REZONING REQUEST
EJC JR. LTD.**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation of this property is for General Commercial Uses.
2. The land use pattern for this area of the community consists of commercial, single family residential and vacant land uses.
3. The applicant is proposing Multi-Family Uses at this location.

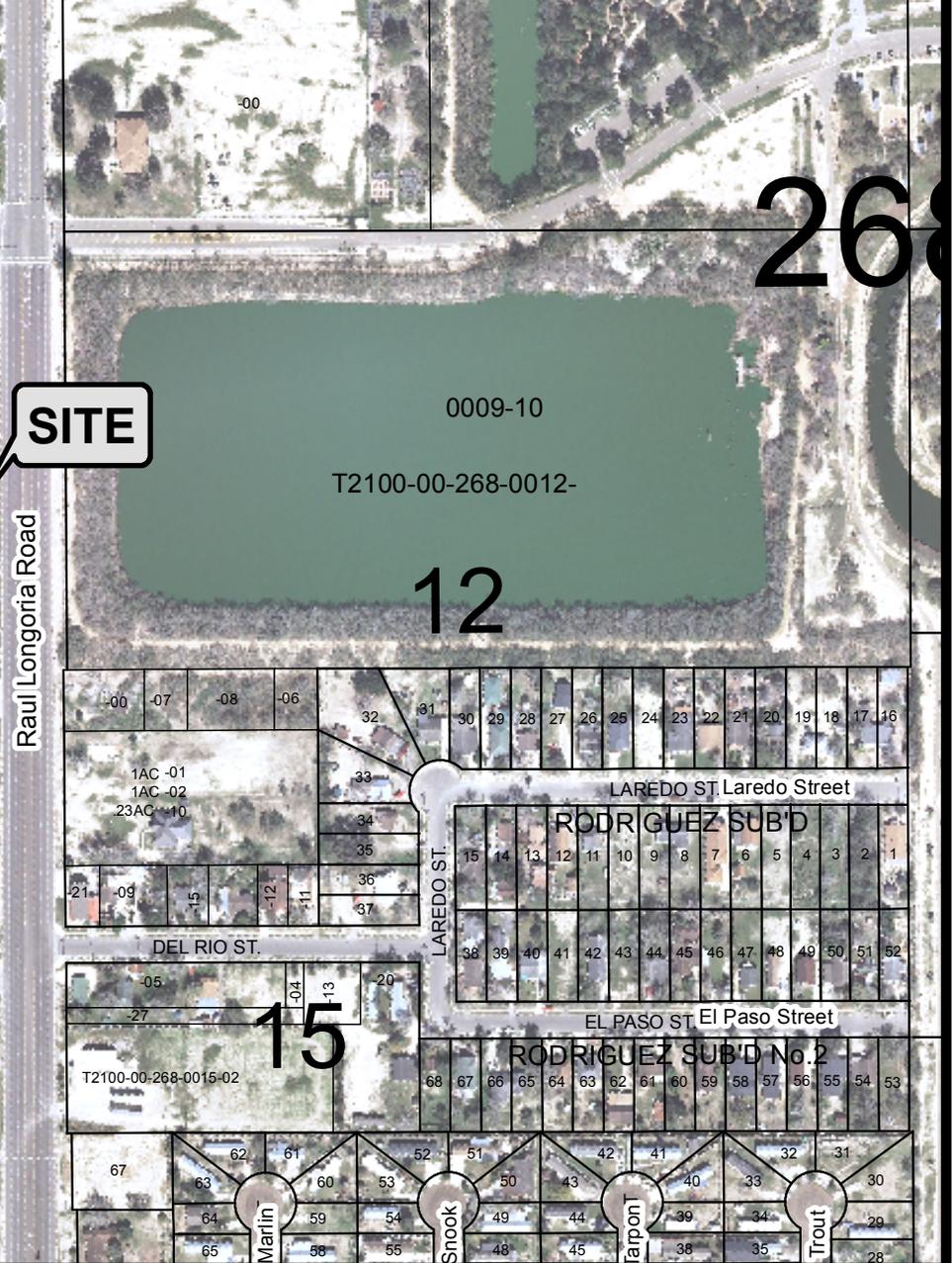
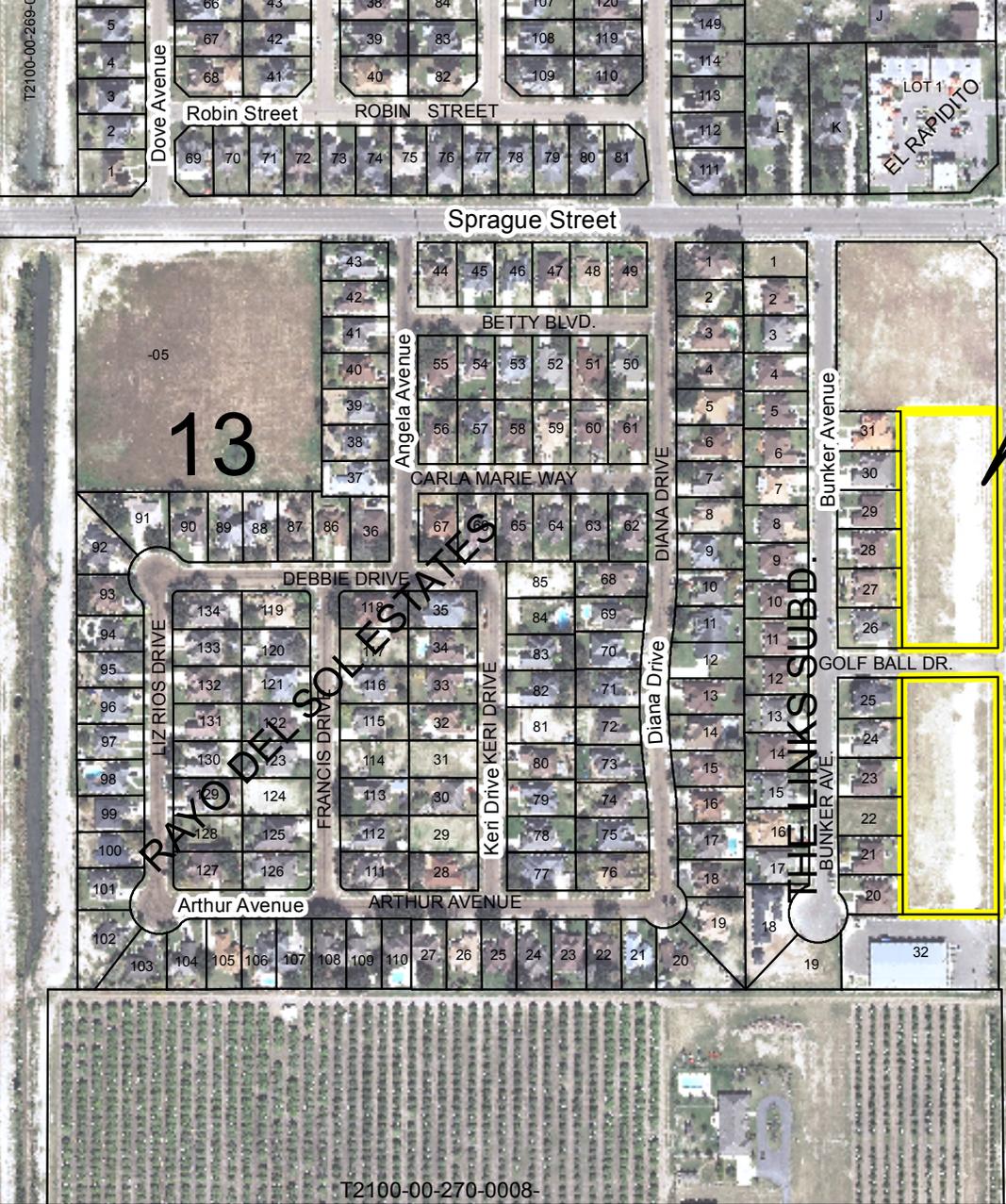
This request is not in compliance with the City's Comprehensive Plan designation, staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Urban Uses and the Rezoning Request from Commercial Neighborhood (CN) District to Urban Residential (UR) District. If approved, the proposed commercial development would need to comply with the City's architectural standards, building, fire, parking, and landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to sixty-one (61) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
Site Plan
List of neighboring property owners receiving notice
Responses from Neighboring Property Owners
Ordinances

268

SITE



Legend
 Aaron Cano

AERIAL PHOTO
AARON CANO

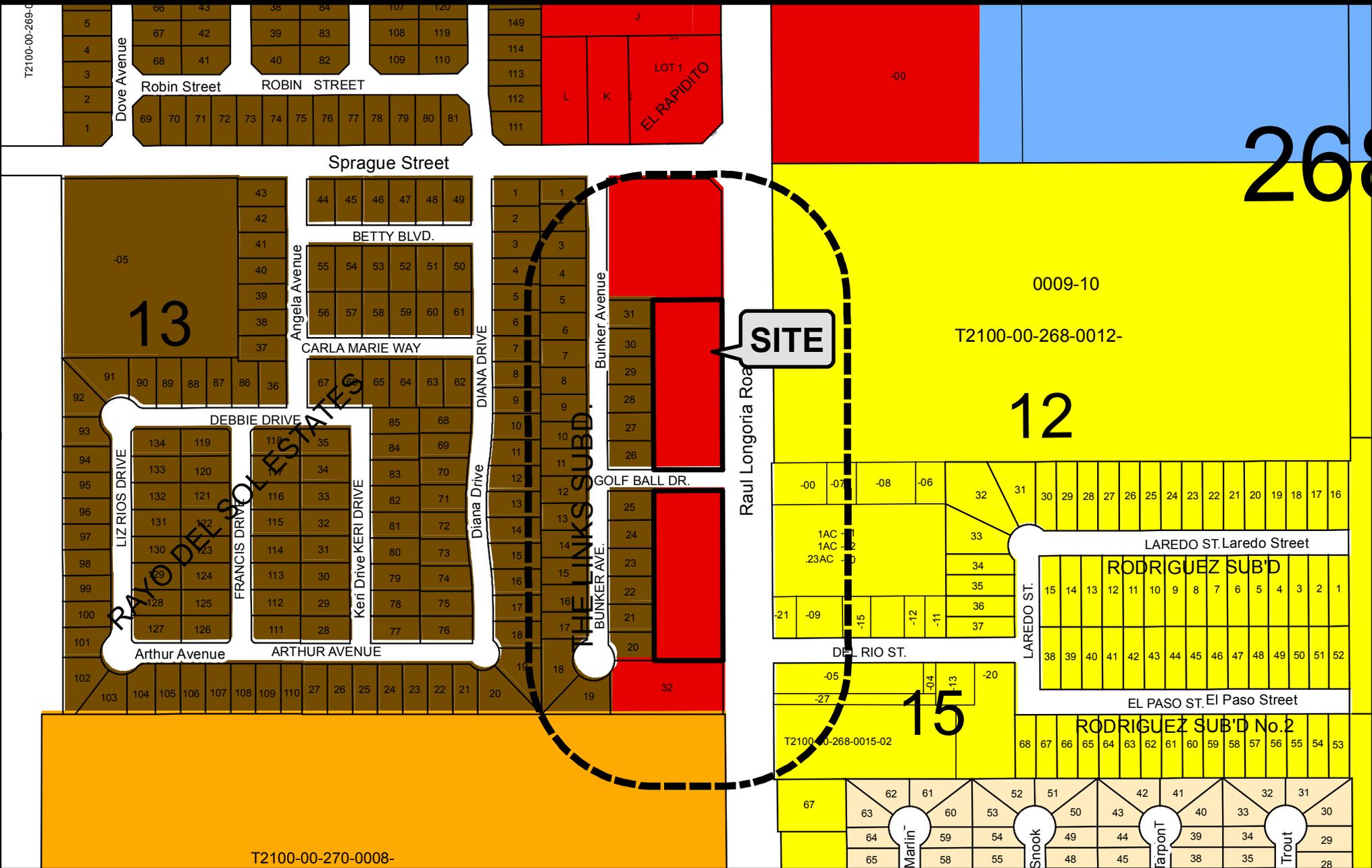


Legend

Aaron Cano	Commercial, General	Neighborhood Conservation 7.1
300' Notification	Commercial, Neighborhood	Neighborhood Conservation MH
Agriculture	Downtown District	Suburban Residential
Auto-Urban Residential	Industrial	Urban Center
Business Park	Neighborhood Conservation 5	Urban Residential
	Urban University	

COMPREHENSIVE PLAN AMENDMENT FROM GENERAL COMMERCIAL USES TO URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL NEIGHBORHOOD (CN) DISTRICT TO URBAN (UR) DISTRICT, BEING A 3.04 TRACT OF LAND, OUT OF LOT 13, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT THE SOUTHWEST CORNER OF SPRAGUE ST. AND RAUL LONGORIA RD, AS REQUESTED BY AARON CANO





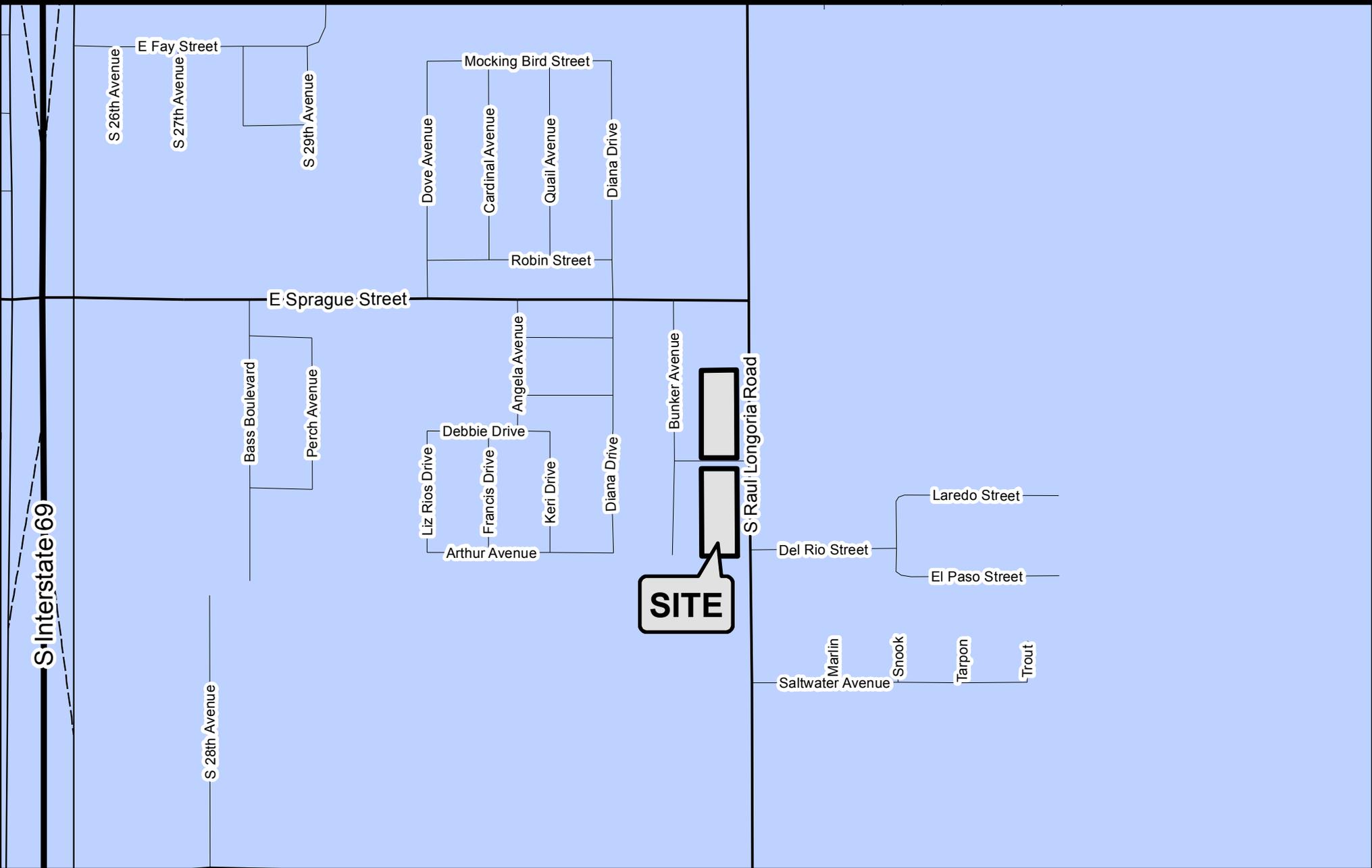
268

SITE

- Legend**
- Aaron Cano
 - Industrial
 - Suburban
 - 300' Notification
 - Mobile Home
 - Urban
 - Auto-Urban
 - Neighborhood Commercial
 - Urban University
 - General Commercial
 - Office Business Park

AARON CANO





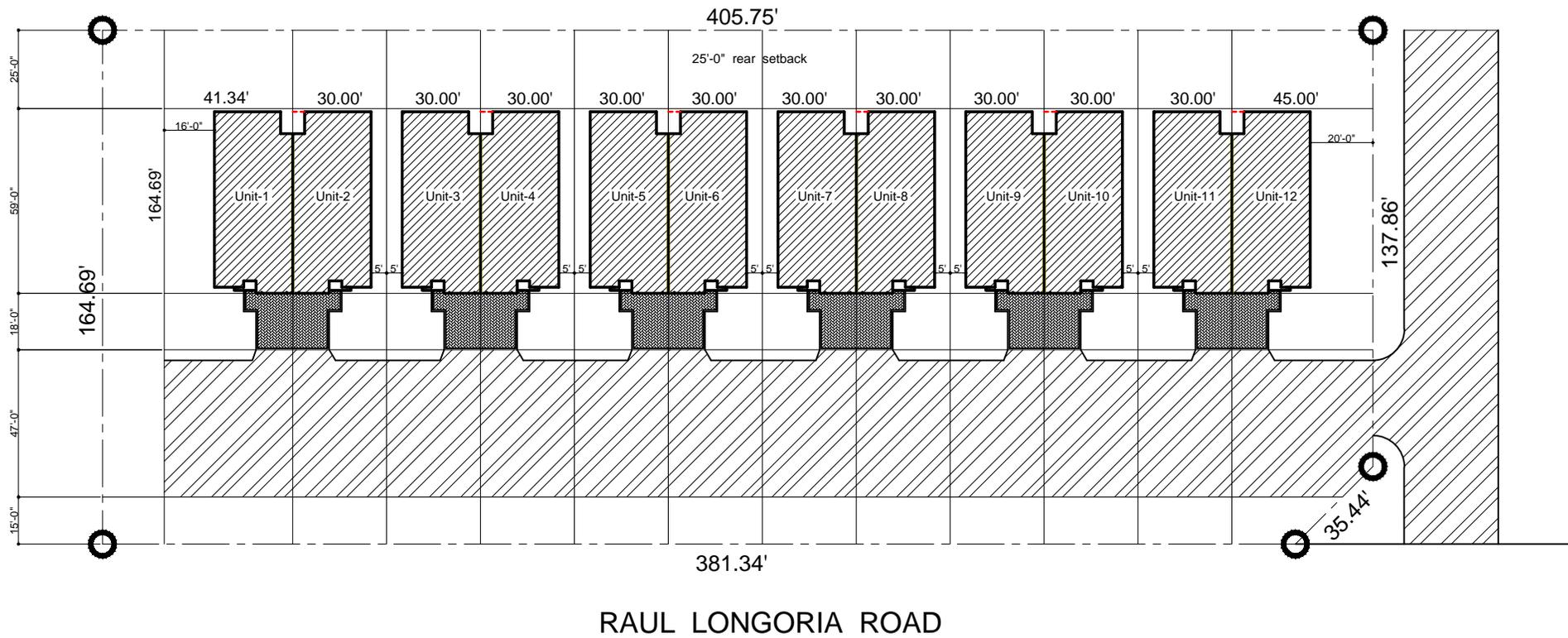
Legend

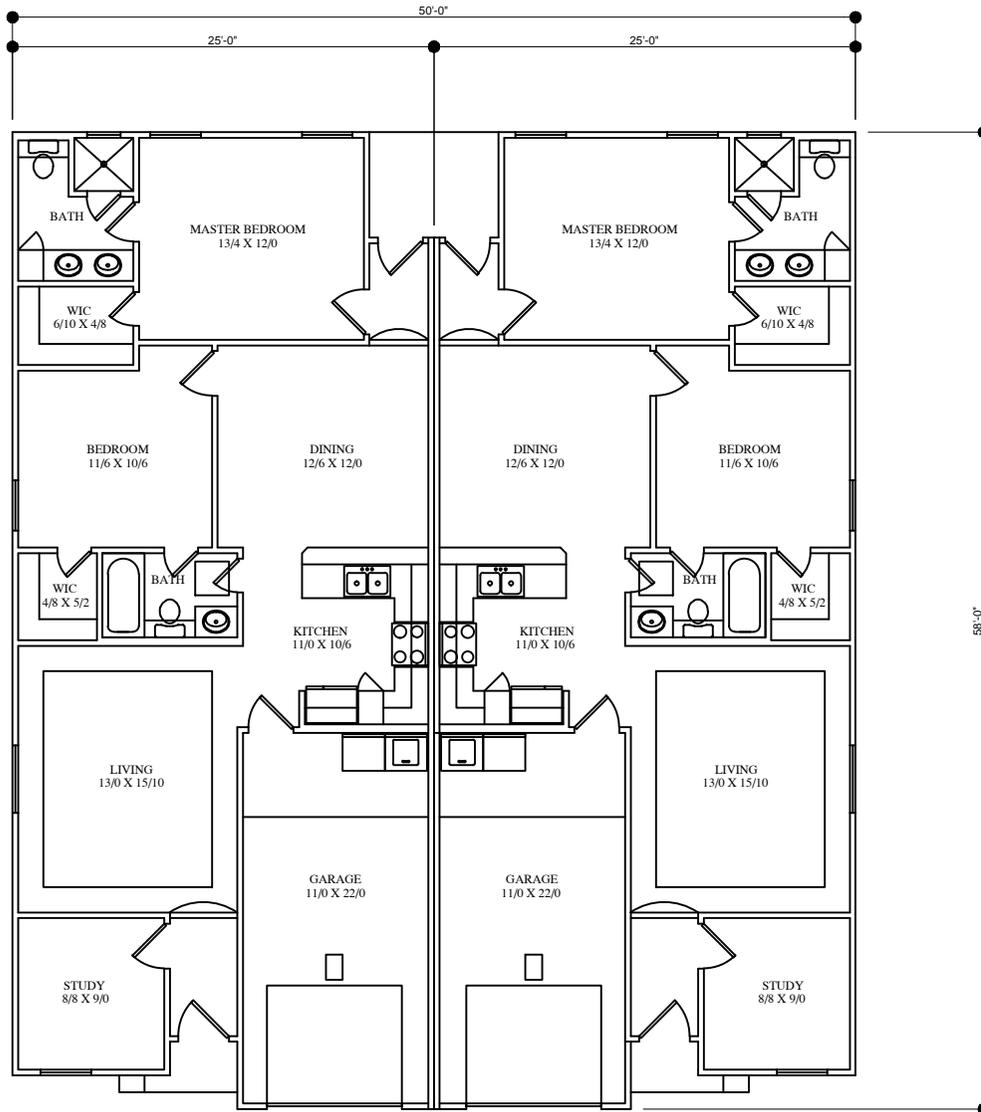
-  Aaron Cano
-  City Limits

AARON CANO

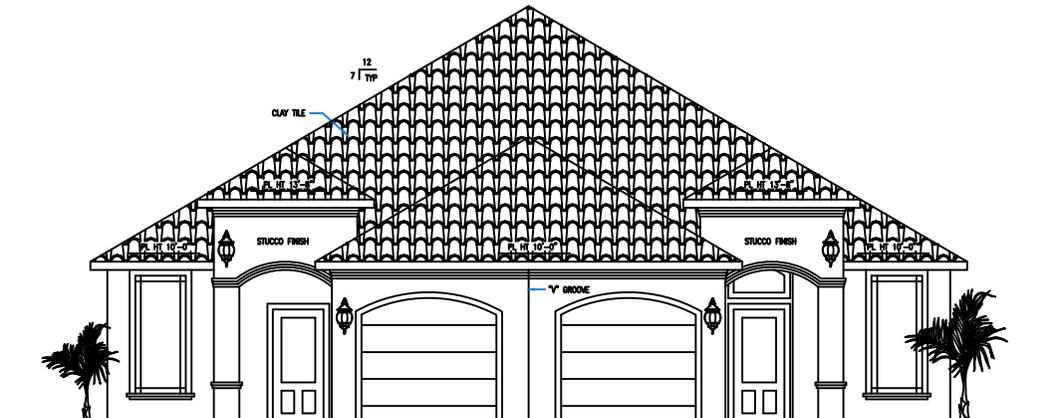








AREA PER UNIT	
LIVING AREA	1137 SQ. FT.
GARAGE	254 SQ. FT.
FRONT PORCH	15 SQ. FT.
BACK PATIO	24 SQ. FT.
TOTAL SLAB AREA	1430 SQ. FT.



COMPREHENSIVE PLAN AMENDMENT FROM GENERAL COMMERCIAL USES TO URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL NEIGHBORHOOD (CN) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 3.04 TRACT OF LAND OUT OF LOT 13, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LCOATED AT THE SOUTHWEST CORNER OF SPRAGUE ST AND RAUL LONGORIA ROAD, AS REQUESTED BY AARON CANO.

PROP. ID. 267768
AGUILERA MINERVA MOLINA
918 DIANA DR
EDINBURG, TX. 78542-5141
LEGAL: RAYO DEL SOL ESTATES LOT 11 & 12

PROP. ID. 700939
AGUILLON GERARDO & ELSA E
1005 BUNKER AVE
EDINBURG, TX. 78542-4715
LEGAL: THE LINKS LOT 12

PROP. ID. 267771
AGUINAGA AGUEDA P
PO BOX 343
MCALLEN, TX. 78505-0343
LEGAL: RAYO DEL SOL ESTATES LOT 14

PROP. ID. 700958
ALANIS CORNELIO J & ADELINA
902 BUNKER AVE
EDINBURG, TX. 78542-4722
LEGAL: THE LINKS LOT 31

PROP. ID. 700948
ALSBURY RUBY M
1104 BUNKER AVE
EDINBURG, TX. 78542-9812
LEGAL: THE LINKS LOT 21

PROP. ID. 267774
BARBA REBECCA & FRANCES A RIOS
PO BOX 993
EDINBURG, TX. 78540-0993
LEGAL: RAYO DEL SOL ESTATES LOT 17

PROP. ID. 700927
BAZALDUA EVETTE
1305 E FAY ST
EDINBURG, TX. 78539-4947
LEGAL: THE LINKS LOT 1

PROP. ID. 700936
BELL CAROLYN K
919 BUNKER AVE
EDINBURG, TX. 78542-4708
LEGAL: THE LINKS LOT 9

PROP. ID. 700930
BERNAL DAVID JR & BRENDA D USRY
815 BUNKER AVE
EDINBURG, TX. 78542-4723
LEGAL: THE LINKS LOT 3

PROP. ID. 296927
CANTU JUAN & JUAN RAMON PARTIDACAROLINA CANO
440 MARIBELS DR
ALAMO, TX. 78516
LEGAL: TEX-MEX SURVEY N100'-S560'-W475.6' LOT 12 BLK 268 1.09AC GR 0.95AC NET

PROP. ID. 700937
CANTU LANELLE
3412 KIWI
MCALLEN, TX. 78504
LEGAL: THE LINKS LOT 10

PROP. ID. 296926
CASTANEDA CIPRIANO & ESTHER P
4719 E OWASSA RD
EDINBURG, TX. 78542-2144
LEGAL: TEX-MEX SURVEY W190'-N100'-S605.8' LOT 12 SEC 268 0.44AC GR 0.30AC NET

PROP. ID. 296920
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX. 78540-1079
LEGAL: TEX-MEX SURVEY LOT 9-W 20-E 23.76 ACS & NW 10.0 LOT 12-N 23.62 AC BLK 268 48.84

PROP. ID. 296942
E.J.C JR LTD
9101 N 23RD ST
MCALLEN, TX. 78504-1963
LEGAL: TEX-MEX SURVEY 5.10 AN IRR TR -E110.58'-W305.27'-N329.90' & E164.69'-W435.27'-N1192.58'
EXC S50'-N786.24' LOT 13 SEC 268 4.83 AC NET

PROP. ID. 700951
E.J.C JR LTD
9101 N 23RD ST
MCALLEN, TX. 78504-1963
LEGAL: THE LINKS LOT 24

PROP. ID. 700956
ESPINOSA MARCELINO & FELIPA
914 BUNKER AVE
EDINBURG, TX. 78542-4722
LEGAL: THE LINKS LOT 29

PROP. ID. 700932
FALCON DANIEL R & SANDRA
827 BUNKER AVE
EDINBURG, TX. 78542-4723
LEGAL: THE LINKS LOT 5

PROP. ID. 700953
FERNANDEZ AARON
932 BUNKER AVE
EDINBURG, TX. 78542-4722
LEGAL: THE LINKS LOT 26

PROP. ID. 346594
FLORES HUMBERTO R & ANGELINA
1120 S RAUL LONGORIA RD
EDINBURG, TX. 78542-7842
LEGAL: TEX-MEX SURVEY E75'-W115'-N100'-S285.83' LOT 12 SEC 268 0.17AC NET

PROP. ID. 700950
FLORES SANDRA
1018 BUNKER AVE
EDINBURG, TX. 78542-4726
LEGAL: THE LINKS LOT 23

PROP. ID. 700938
GALVAN REGINALDO JR
931 BUNKER AVE
EDINBURG, TX. 78542-4708
LEGAL: THE LINKS LOT 11

PROP. ID. 700945
GARCIA MANUEL III & ERIKA R RODRIGUEZ
1109 BUNKER AVE
EDINBURG, TX. 78542-4727
LEGAL: THE LINKS LOT 18

PROP. ID. 296940
GOMEZ LEOPOLDO & BABARA
2517 DEL RIO ST
EDINBURG, TX. 78542-6410
LEGAL: TEX-MEX SURVEY E50'-W275.6'-N100'-S285.8' LOT 12 SEC 268 0.11AC NET

PROP. ID. 267764
GONZABA ALEXIS & MARIA A
900 DIANA DR
EDINBURG, TX. 78542-5141
LEGAL: RAYO DEL SOL ESTATES LOT 7

PROP. ID. 267776
HERNANDEZ IVAN F & MAGNOLIA BARAJAS
1018 DIANA DR
EDINBURG, TX. 78542-5135
LEGAL: RAYO DEL SOL ESTATES LOT 19

PROP. ID. 700957
HERNANDEZ JOSE LUIS & IRMA I
908 BUNKER AVE
EDINBURG, TX. 78542-4722
LEGAL: THE LINKS LOT 30

PROP. ID. 700935
HINOJOSA DAVID & NIRIA V
913 BUNKER AVE
EDINBURG, TX. 78542-4708
LEGAL: THE LINKS LOT 8

PROP. ID. 267777
KRAFT JACQUELINE R
PO BOX 1554
EDINBURG, TX. 78540-1554
LEGAL: RAYO DEL SOL ESTATES LOT 20

PROP. ID. 296928
LOPEZ CLAUDETTE
1010 S RAUL LONGORIA RD
EDINBURG, TX. 78542-7802
LEGAL: TEX-MEX SURVEY N120'- S460'- W403' LOT 12 SEC 268 0.84AC NET

PROP. ID. 700946
LOPEZ STEPHEN E
PO BOX 452
ELSA, TX. 78543-0452
LEGAL: THE LINKS LOT 19

PROP. ID. 700931
MARTINEZ JUDIT R
821 BUNKER AVE
EDINBURG, TX. 78542-4723
LEGAL: THE LINKS LOT 4

PROP. ID. 700944
MENDOZA JESSICA
1103 BUNKER AVE
EDINBURG, TX. 78542-4727
LEGAL: THE LINKS LOT 17

PROP. ID. 700947
MENDOZA ROBERT B & DAITHRA NEHER
1110 BUNKER AE
EDINBURG, TX. 78541
LEGAL: THE LINKS LOT 20

PROP. ID. 700929
MENDOZA VICTOR M & RAQUEL
809 BUNKER AVE
EDINBURG, TX. 78542-4723
LEGAL: THE LINKS LOT 2

PROP. ID. 700954
MORA SALVADOR
4101 WEST LA GUARDIA LANE APT 4
EDINBURG, TX. 78539
LEGAL: THE LINKS LOT 27

PROP. ID. 296935
MORELOS JUAN A & ALEJANDRINA
2507 DEL RIO ST
EDINBURG, TX. 78542-6410
LEGAL: TEX-MEX SURVEY E110.6'-W225.6'-N100'-S285.83' LOT 12 SEC 268 .25AC NET

PROP. ID. 700959
NATIONWIDE DG LAREDO INC
100 N LA SALLE ST STE 1111
CHICAGO, IL. 60602-3537
LEGAL: THE LINKS LOT 32

PROP. ID. 705092
NEAL LYDA LYNN L & DENNIS EDWIN
PO BOX 2047
EDINBURG, TX. 78540-2047
LEGAL: TEX-MEX SURVEY W80'-S200'-N330' & S129' N459'-E20'-W80' & E357.27'-W437.27'-S20'-N459'
LOT 14 SEC 268 & S200'-N330'-E120' LT 8 SEC 270 1.14AC

PROP. ID. 700934
OBREGON ABEL & CLAUDIA
907 BUNKER AVE
EDINBURG, TX. 78542-4708
LEGAL: THE LINKS LOT 7

PROP. ID. 267763
O'BRIEN SCOTT ALLEN
822 DIANA DR
EDINBURG, TX. 78542-5119
LEGAL: RAYO DEL SOL ESTATES LOT 6

PROP. ID. 267762
OLIVAREZ ROBERTO & DIANA
818 DIANA DR
EDINBURG, TX. 78542-5119
LEGAL: RAYO DEL SOL ESTATES LOT 5

PROP. ID. 700942
OLIVERO FLORES JR & ANA A BAZAN
1023 BUNKER AVE
EDINBURG, TX. 78542-4715
LEGAL: THE LINKS LOT 15

PROP. ID. 296933
PEREZ DAVID R
1604 E 34TH ST
PLAINVIEW, TX. 79072-2802
LEGAL: TEX-MEX SURVEY LOT 12-E71'/W261'/S100'/N814.2 SEC 268 .163 AC NET

PROP. ID. 267775
PEREZ IDA L
1014 DIANA DR
EDINBURG, TX. 78542-5135
LEGAL: RAYO DEL SOL ESTATES LOT 18

PROP. ID. 700941
RAMOS MARIBEL CABALLERO & ESTANISLADO RAMOS JR
1017 BUNKER AVE
EDINBURG, TX. 78542-4715
LEGAL: THE LINKS LOT 14

PROP. ID. 700940
REYES GUADALUPE A & LAURA E
1011 BUNKER AVE
EDINBURG, TX. 78542
LEGAL: THE LINKS LOT 13

PROP. ID. 267772
RIVERA NORA E
1002 DIANA DR
EDINBURG, TX. 78542-5135
LEGAL: RAYO DEL SOL ESTATES LOT 15

PROP. ID. 267760
RODRIGUEZ ALBERTO R & TERESITA
810 DIANA DR
EDINBURG, TX. 78542-5119
LEGAL: RAYO DEL SOL ESTATES LOT 3

PROP. ID. 267766
RODRIGUEZ MARIA JULIA
906 DIANA DR
EDINBURG, TX. 78542-5141
LEGAL: RAYO DEL SOL ESTATES LOT 9

PROP. ID. 296931
RODRIGUEZ REYNALDO
2508 DEL RIO ST
EDINBURG, TX. 78542-6410
LEGAL: TEX-MEX SURVEY W419.06'-N102.4'-S125.8' LOT 12 SEC 268 0.99AC GR 0.735AC NET

PROP. ID. 700933
RODRIGUEZ SIMON JR
901 BUNKER AVE
EDINBURG, TX. 78542-4708
LEGAL: THE LINKS LOT 6

PROP. ID. 700952
SALINAS JESSICA & JOSE L GARZA
723 W STUBBS ST
EDINBURG, TX. 78539-4151
LEGAL: THE LINKS LOT 25

PROP. ID. 267770
SCIOTO PROPERTIES SP-15 LLC
5940 WILCOX PL STE A
DUBLIN, OH. 43016-6805
LEGAL: RAYO DEL SOL ESTATES LOT 13

PROP. ID. 700955
SECRETARY OF HUDATTN: MICHAELSON CONNOR & BOUL INC
4400 WILL ROGERS PKWY STE 300
OKLAHOMA CITY, OK. 73108-1870
LEGAL: THE LINKS LOT 28

PROP. ID. 267773
SOLIS JUAN M & AMELIA M
1006 DIANA DR
EDINBURG, TX. 78542-5135
LEGAL: RAYO DEL SOL ESTATES LOT 16

PROP. ID. 267765
SOSA JOEL C & NORMA L
902 DIANA DR
EDINBURG, TX. 78542-5141
LEGAL: RAYO DEL SOL ESTATES LOT 8

PROP. ID. 296951
SPIKE PROPERTIES LLC
2301 S HIGHWAY 281 STE B STE B
EDINBURG, TX. 78539-3713
LEGAL: TEX-MEX SURVEY S23.4'-E497.8'-W537.8' LT 12 & N151.6'-E497.8'-W537.8' LT 15 SEC 268 2AC

PROP. ID. 267767
TRISTAN JOSE M & ANA T
910 DIANA DR
EDINBURG, TX. 78542-5141
LEGAL: RAYO DEL SOL ESTATES LOT 10

PROP. ID. 700943
VELA FERNANDO & ADRIANA
89 E FRONTAGE RD
ALAMO, TX. 78516-9669
LEGAL: THE LINKS LOT 16

PROP. ID. 700949
VELA FERNANDO & ADRIANA
1029 BUNKER AVE
EDINBURG, TX. 78542-4715
LEGAL: THE LINKS LOT 22

PROP. ID. 267761
YBARRA RUBEN C & LILLIAN L
814 DIANA DR
EDINBURG, TX. 78542-5119
LEGAL: RAYO DEL SOL ESTATES LOT 4

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL NEIGHBORHOOD (CN) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 3.04 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT THE SOUTHWEST CORNER OF SPRAGUE STREET AND RAUL LONGORIA 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 (2) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial Neighborhood (CN) District and the Urban Residential (UR) 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 7th day of August, 2007. Such proposed amendment is to change the zoning of a 3.04 acre tract of land out of Lot 13, Section 268, Texas-Mexican Railway Company Survey, located at the southwest corner of Sprague Street and Raul Longoria Road, Edinburg, Hidalgo County, Texas, from Commercial Neighborhood (CN) District, to Urban Residential (UR) 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 10, 2015, at 4:00 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 denied the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 22, 2016, 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 Commercial Neighborhood (CN) District to Urban Residential (UR) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Neighborhood (CN) District, and include it within the Urban Residential (UR) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22nd day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

BY: _____
City Attorney

JRS/dmg-ordinances/ejc, jr., ltd-cn to ur-3-15-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 3.04 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT THE SOUTHWEST CORNER OF SPRAGUE STREET AND RAUL LONGORIA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR URBAN USES; CONTAINING A REPEALER CLAUSE; CONTAINING A SAVINGS CLAUSE; AND 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 Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial to Urban Uses; and

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

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

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

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

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

SECTION II. The conditions that exist are:

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22th day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA, & THOMPSON, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for Late Hours for RGV FC Stadium, Being All of Lot 1 Family Recreation & Aquatic Center Subdivision, Located at 1616 South Raul Longoria Road, as Requested by Edinburgh Sportsservice Inc. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting the City’s approval for RGV FC Stadium to be opened during late hours and to be able to sell beer, wine, and mixed beverages at 1616 South Raul Longoria Road, Being all of Lot 1 Family Recreation & Aquatic Center Subdivision. The proposed days and hours of operation would be Monday through Sunday from 10:00 a.m. to 2:00 a.m.

The property is currently zoned commercial and the surrounding zoning is commercial and multi-family residential. The applicant is requesting this special use permit to sell alcohol at the RGV FC Stadium.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to thirty-one (31) neighboring residents and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 4-0 to approve the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours.

RECOMMENDATION:

Staff is recommending approval of the Ordinance Providing for the Special Use Permit. The location where the applicant is proposing to sell alcohol is a soccer stadium and will host various sports related event activities.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/17/16
CITY COUNCIL – 03/22/16
DATE PREPARED – 03/04/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for (Late Hours) for RGV FC Stadium

APPLICANT: Edinburgh Sports Service Inc.

AGENT: N/A

LEGAL: Being All of Lot 1 Family Recreation & Aquatic Center Subdivision

LOCATION: 1616 South Raul Longoria Road

LOT/TRACT SIZE: 2.36 Acres

CURRENT USE OF PROPERTY: Rental Establishment/Entertainment Venue

PROPOSED USE OF PROPERTY: Rental Establishment/Bar/Entertainment Venue

EXISTING LAND USE/ADJACENT ZONING: North - Comm. Commercial General (CG) District
South - Comm. Commercial General (CG) District
East - Comm. Commercial General (CG) District
West- Suburban Residential (S) District

LAND USE PLAN DESIGNATION: General Business

ACCESS AND CIRCULATION: This property has access to Raul Longoria Road, a five (5) lane divided highway.

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

RECOMMENDATION: Staff recommends approval of the special use permit for late hours. A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
EDINBURGH SPORTS SERVICE INC.

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is General Commercial.
2. The surrounding land uses consist of commercial land uses, and residential uses.
3. The proposed days and hours of operation would be Mondays through Sundays from 10:00 a.m. to 2:00 a.m.
4. The applicant is requesting the City's approval for a future soccer stadium to be built at this location to be opened during late hours and be able to sell alcoholic beverages at the subject location.
5. Staff mailed a notice of the public hearing on this request to thirty-one (31) residents and received no comments in favor of or against this request.
6. The on-premise consumption of alcoholic beverages, a change in applicant, and change in type of alcoholic beverage license requires a special use permit for this type of business.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the on-premise consumption of beer and wine. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff recommends approval of the special use permit for the on-premise consumption of alcoholic beverages at this location. If the permit is approved, staff recommends the following conditions:

Conditions for approval:

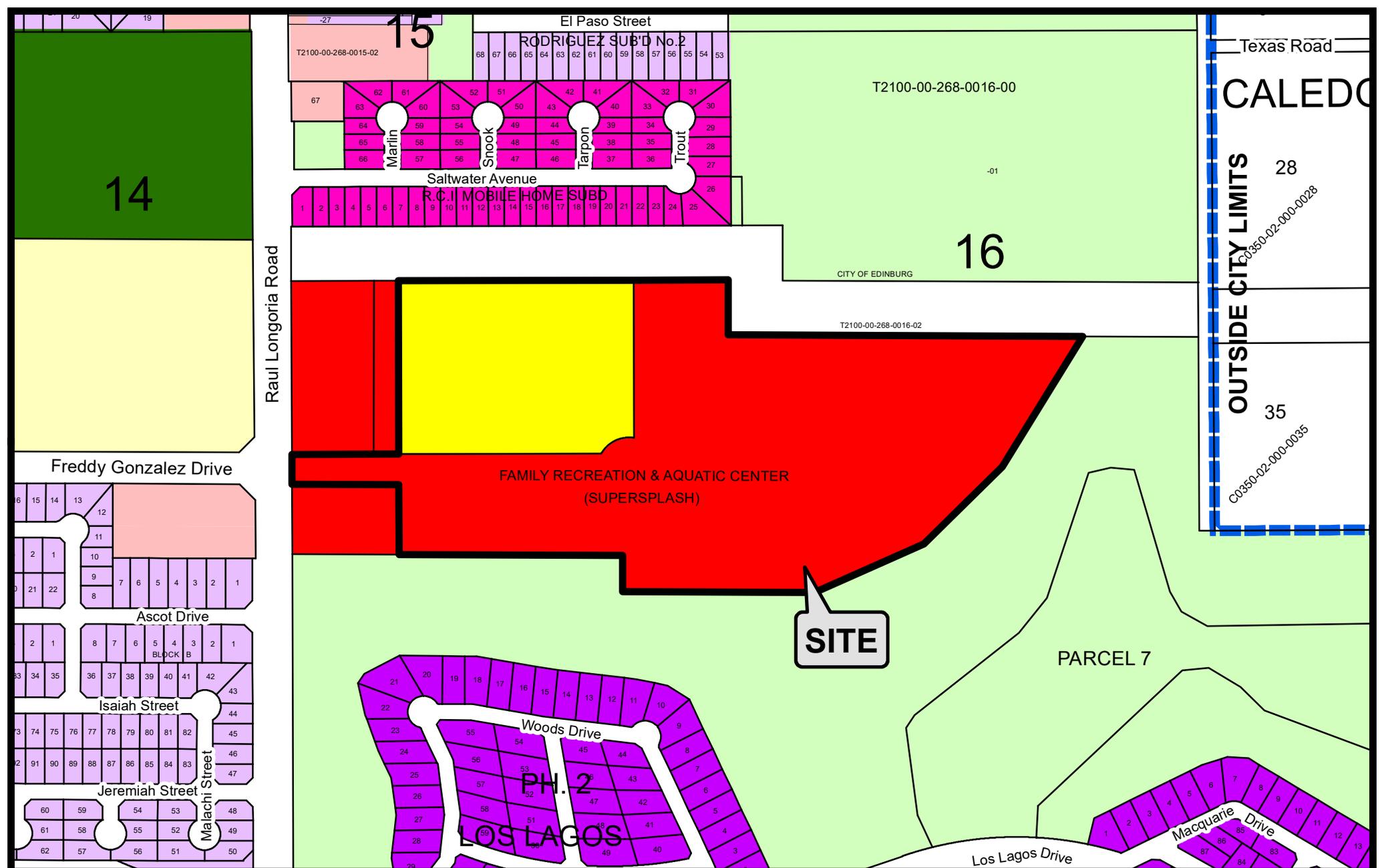
1. An application to renew the special use permit must be filed by **February 01, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

**SPECIAL USE PERMIT
EDINBURGH SPORTS SERVICE INC.**

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.

ATTACHMENTS: Zoning Map
Future Land Use Map
Aerial Map
Site Map
Photo of the Location
List of property owners receiving notice

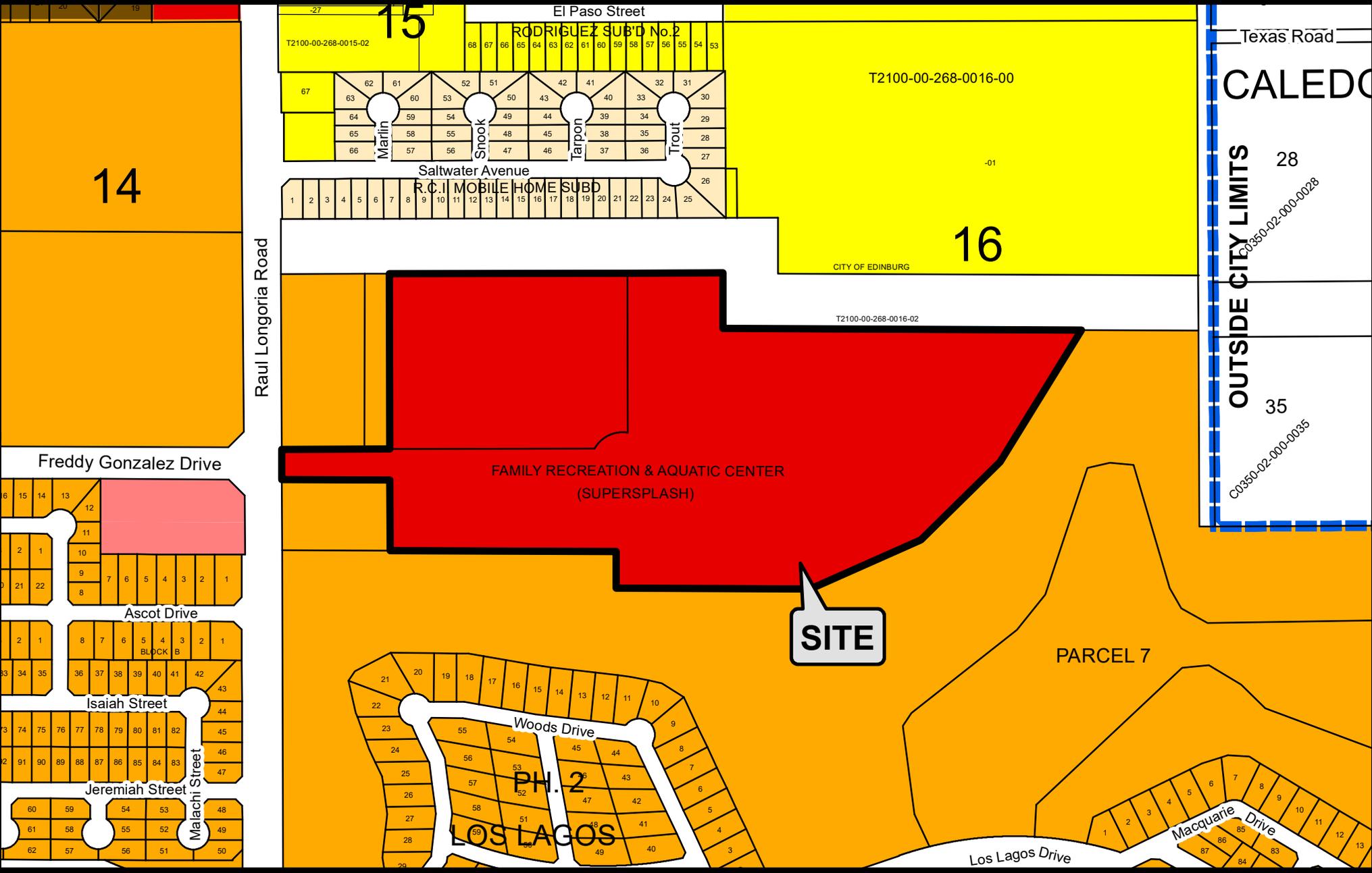
NOTICES MAILED: February 26, 2016



- Legend**
- Edinburg Sportservice Inc
 - City Limits
 - Agriculture
 - Auto-Urban Residential
 - Business Park
 - Commercial, General
 - Commercial, Neighborhood
 - Downtown District
 - Industrial
 - Neighborhood Conservation 5
 - Neighborhood Conservation 7.1
 - Neighborhood Conservation MH
 - Suburban Residential
 - Urban Center
 - Urban Residential
 - Urban University

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR RGV FC STADIUM, BEING ALL OF LOT 1 FAMILY RECREATION & AQUATIC CENTER SUBDIVISION, LOCATED AT 1616 S. RAUL LONGORIA RD., AS REQUESTED BY EDINBURGH SPORTSERVICE INC.





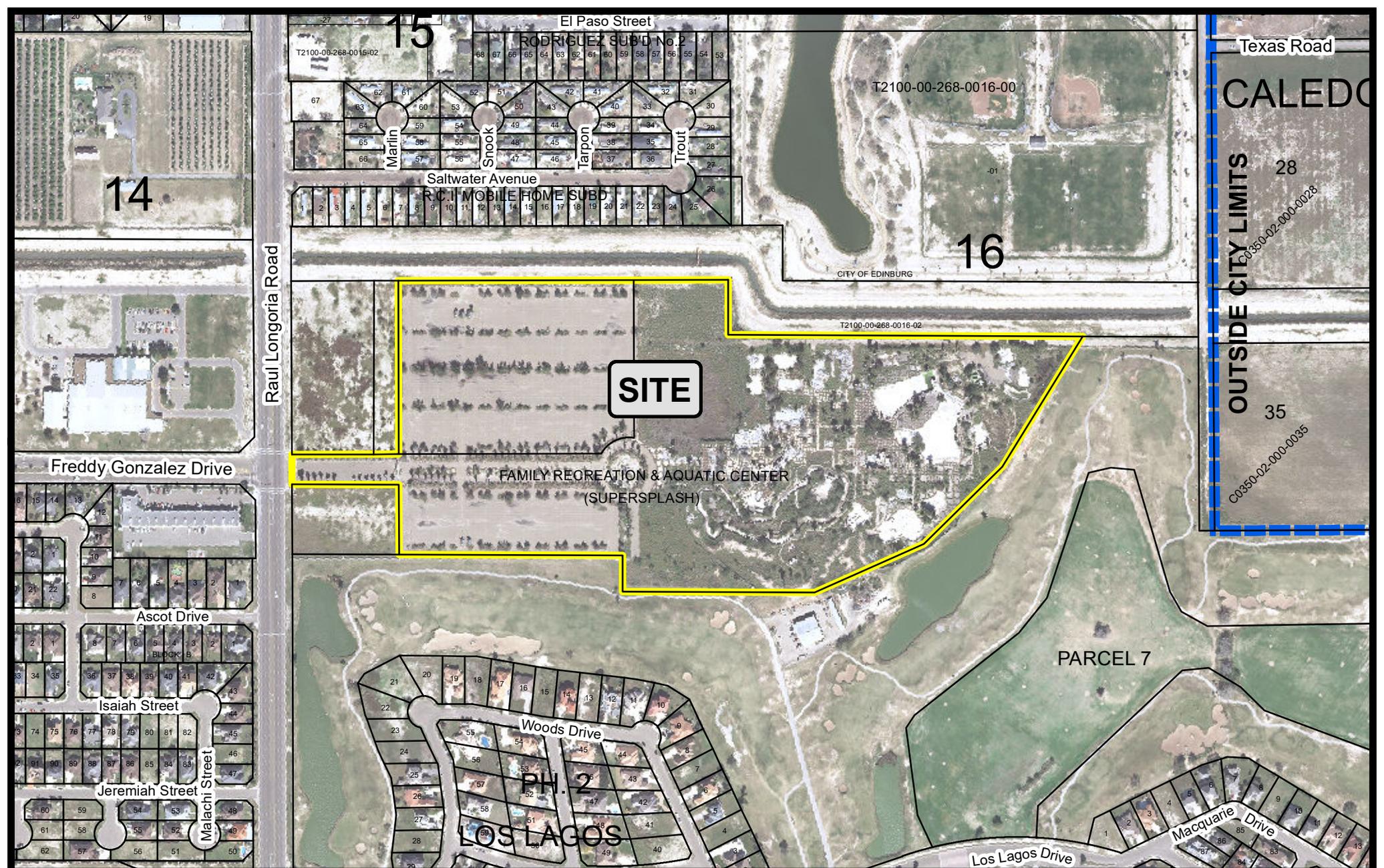
Legend

	Edinburgh Sportservice Inc		General Commercial		Office Business Park
	City Limits		Industrial		Suburban
	Auto-Urban		Mobile Home		Urban
	Downtown District		Neighborhood Commercial		Urban University

FUTURE LAND USE

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR RGV FC STADIUM, BEING ALL OF LOT 1 FAMILY RECREATION & AQUATIC CENTER SUBDIVISION, LOCATED AT 1616 S. RAUL LONGORIA RD., AS REQUESTED BY EDINBURGH SPORTSERVICE INC.





Legend

-  Edinburgh Sportservice Inc
-  City Limits

AERIAL PHOTO

EDINBURGH SPORTSERVICE INCORPORATED



14

15

16

CALEDONIA

OUTSIDE CITY LIMITS

28

35

Raul Longoria Road

Freddy Gonzalez Drive

Ascot Drive

Isaiah Street

Jeremiah Street

Saltwater Avenue

R.C.I MOBILE HOME SUBD

FAMILY RECREATION & AQUATIC CENTER (SUPERSPLASH)

SITE

PARCEL 7

Woods Drive

PH. 2

LOS LAGOS

Los Lagos Drive

Macquarie Drive

Legend

 Edinburgh Sportservice Inc

 City Limits

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR RGV FC STADIUM, BEING ALL OF LOT 1 FAMILY RECREATION & AQUATIC CENTER SUBDIVISION, LOCATED AT 1616 S. RAUL LONGORIA RD., AS REQUESTED BY EDINBURGH SPORTSERVICE INC.



ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS FOR THE SOCCER STADIUM, BEING LOT 1, FAMILY RECREATION & AQUATIC CENTER SUBDIVISION, LOCATED AT 1616 SOUTH RAUL LONGORIA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Edinburgh Sportservice, Inc. has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas for the On-Premise Consumption of alcoholic beverages for late hours for The Soccer Stadium, being Lot 1, Family Recreation & Aquatic Center Subdivision, located at 1616 South Raul Longoria Road, Edinburg, Hidalgo County, Texas; and,

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

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

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

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Edinburgh Sportservice, Inc. for the On-Premise Consumption of Alcoholic Beverages for late hours for The Soccer Stadium, located at 1616 South Raul Longoria Road, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **January 9, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22nd day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/sup-soccer field-3-22-16

ORDINANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Ordinance Providing for a Temporary Special Use Permit for "8th Annual Winter Fest Fun Fair & Open House" (carnival and fun fair) to be Held from Wednesday, March 23, 2016 thru Sunday, March 27, 2016 at Abundant Grace Community Church, Lot 1, Abundant Grace #2 Subdivision, Located at 2110 South McColl Road, as Requested by Abundant Grace Community Church. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

Abundant Grace Community Church is requesting a temporary special use permit for "Annual Winter Fest Fun Fair & Open House" (carnival and fun fair) on the dates and place as specified above. A letter from the church, additional documents and a staff report are attached for the City Council's consideration.

The event is being held by Abundant Grace Community Church as fundraisers are used to send the youth to summer Christian church camp. The event consists of a carnival, a cook off and various other activities. This request is being coordinated through the Code Enforcement, Engineering, Solid Waste, Fire and Police Departments.

RECOMMENDATION:

The Planning and Zoning Staff recommends approval of the Ordinance Providing for the Temporary Special Use Permit for the "8th Annual Winter Fest Fun Fair & Open House" (carnival and fun fair) to be held from Wednesday, March 23, 2016 thru Sunday, March 27, 2016 with the conditions that the festival meets all City requirements.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
CITY COUNCIL – 03/22/16
DATE PREPARED – 03/04/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for “8th Annual Winter fest Fun Fair & Open House (carnival and fun fair)

APPLICANT: Abundant Grace Community Church

AGENT: Pastor Roger Marcelino

LEGAL: Lot 1, Abundant Grace #2 Subdivision

LOCATION: 2110 South McColl Road

LOT/TRACT SIZE: 24.454 acres

CURRENT USE OF PROPERTY: Abundant Grace Community Church

PROPOSED USE OF PROPERTY: Carnival and Fun Fair

**EXISTING LAND USE/
ADJACENT ZONING:** North – Comm.; Commercial, General (CG) Dist.
South – Drain Ditch
East – Drain Ditch
West - Vacant; Suburban Residential (S) District

LAND USE PLAN DESIGNATION: General Commercial Uses

ACCESS AND CIRCULATION: This property has access onto McColl Road, a four (4) lane principal arterial roadway

PUBLIC SERVICES: Public utilities serve the site.

RECOMMENDATION: Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT

ABUNDANT GRACE COMMUNITY CHURCH

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions if this application for a carnival and fun fair is approved.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:

Wednesday – March 23rd – 5:00 p.m. to 10:30 p.m.

Thursday – March 24th – 5:00 p.m. to 10:30 p.m.

Friday – March 25th - 5:00 p.m. to 12:00 a.m.

Saturday – March 26th - 2:00 p.m. to 12:00 a.m.

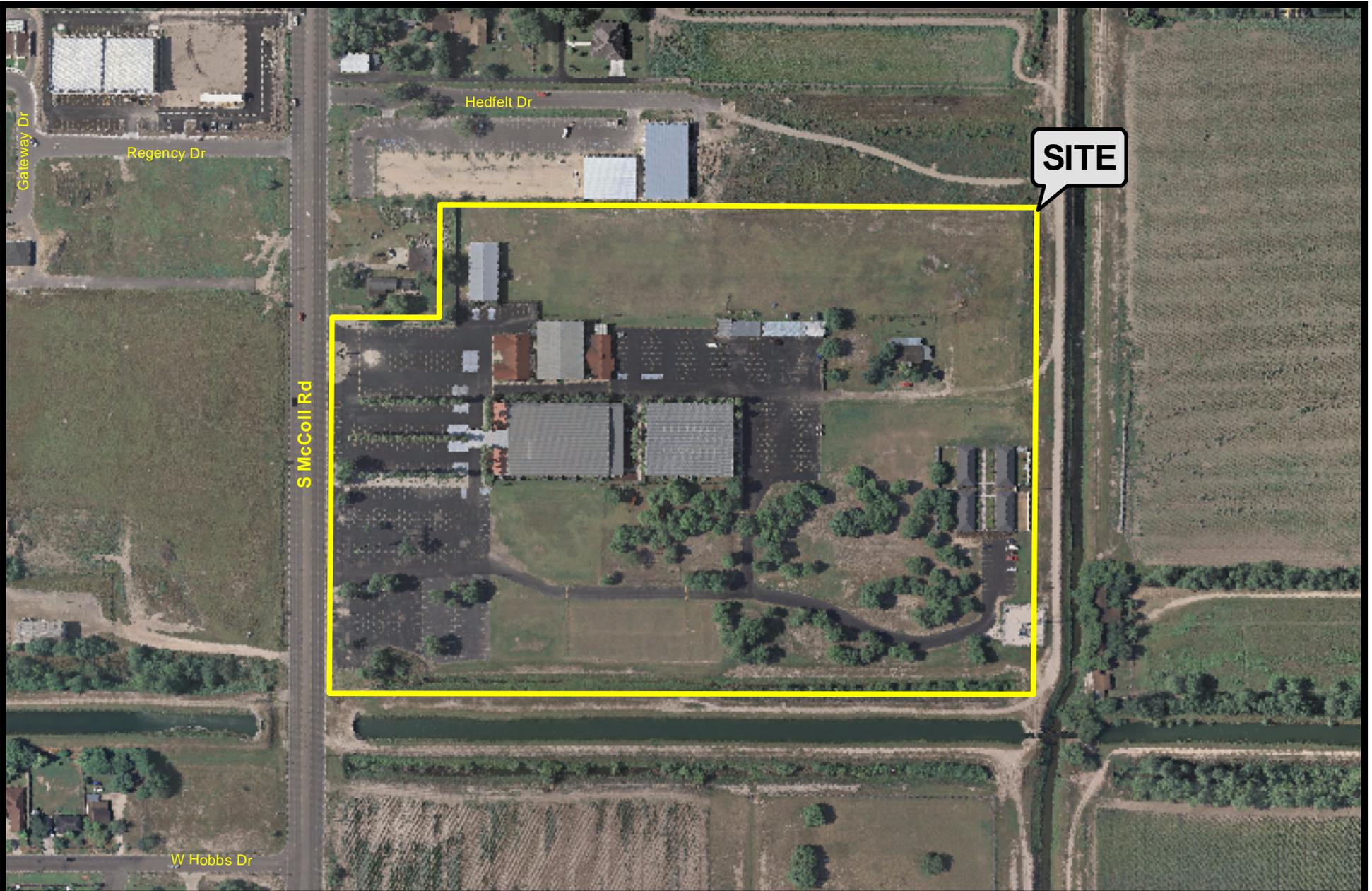
Sunday – March 27th - 2:00 p.m. to 10:30 p.m.

The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances. See attached Police Department memo.

2. **Access Control:** There are three (3) egress/ingress areas that will be utilized for this event.
3. **Security services.** Security services are provided by off-duty E.C.I.S.D. police officers until the time of closing of the carnival operations.
4. **Sanitation:** The church has two (2) dumpsters however, additional trash receptacles will be provided as needed.
5. **Electric and Lighting:** Indoor events will be provided with church electricity and outdoor events will be provided electricity with generators.
6. **Noise:** Church staff will control the noise level.
7. **Site Restoration:** Church volunteers and staff will maintain the property.
8. **Liability Insurance:** The City is provided with a liability insurance carried by the proprietors of the carnival.
9. **Indemnity:** The City is indemnified by the applicant of any and all liability in accordance with the provisions set out in a Hold Harmless Agreement between the property owner, the carnival operator and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

**TEMPORARY SPECIAL USE PERMIT
ABUNDANT GRACE COMMUNITY CHURCH**

ATTACHMENTS: Site Map
Aerial Photo
Hold Harmless Agreement
Ordinance

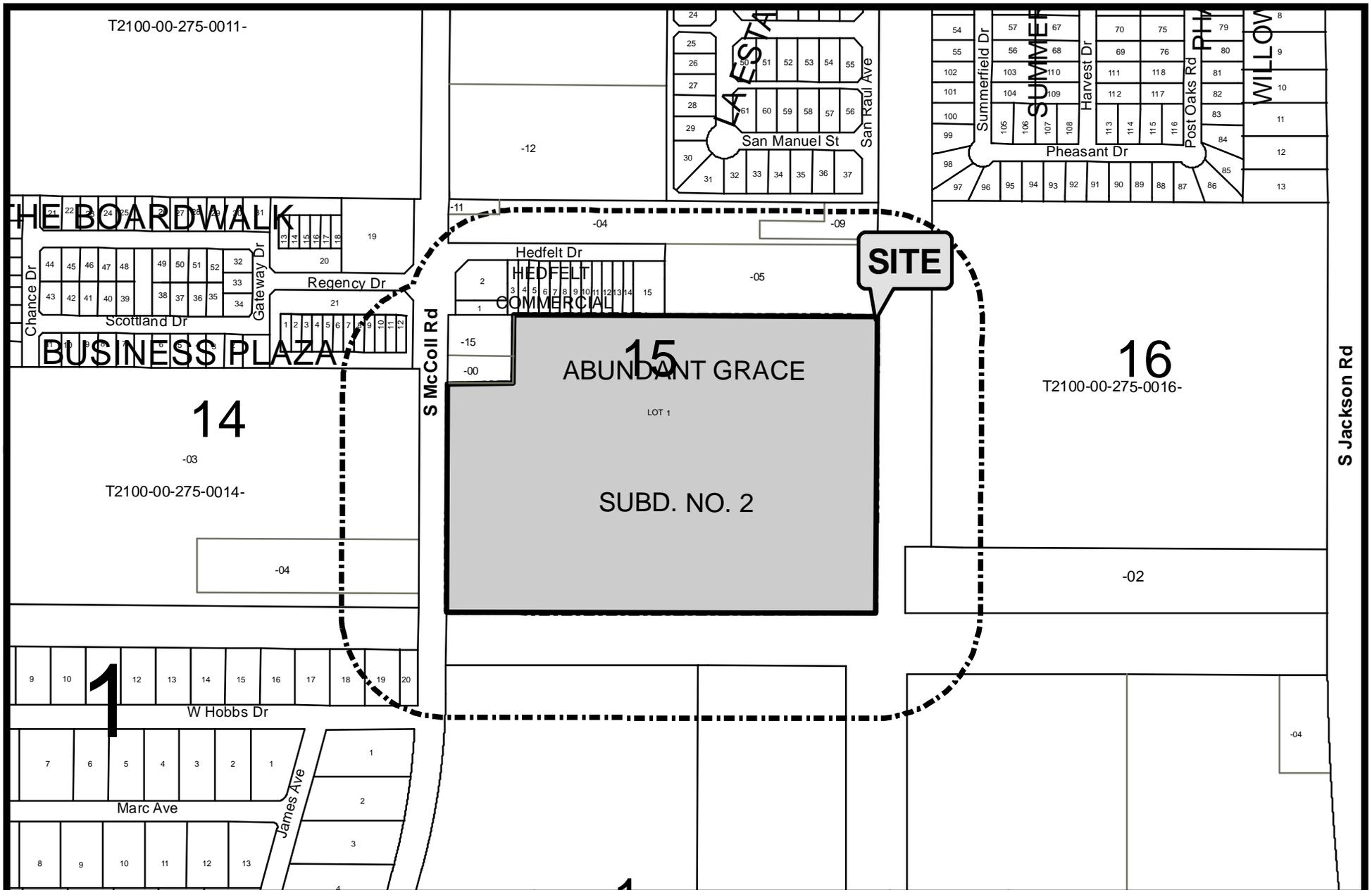


Legend

 Abundant Grace Community Church

**Abundant Grace
Community Church**

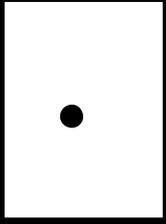




Legend

-  Abundant Grace Community Church
-  300' Notification

**Abundant Grace
Community Church**



ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A CHURCH FESTIVAL/CARNIVAL AND FUN FAIR TO BE HELD ON MARCH 23, 2016 – MARCH 27, 2016, AT ABUNDANT GRACE COMMUNITY CHURCH, BEING LOT 1, ABUNDANT GRACE #2 SUBDIVISION, LOCATED AT 2110 SOUTH MCCOLL ROAD, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Abundant Grace Community Church, has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for a Church Festival/Carnival and Fun Fair; and

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

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

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

SECTION II: That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Abundant Grace Community Church for a Church Festival/Carnival and Fun Fair, to be held on Lot 1, Abundant Grace No. 2 Subdivision, located at 2110 South McColl Road, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows:

Wednesday – March 23rd – Thursday, March 24th - 5:00 p.m. to 10:00 p.m.

Friday March 25th – Sunday, March 27th – 5:00 p.m. to 11:00 p.m.

The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** There are three (3) egress/ingress areas that will be utilized for this event.
3. **Security services.** Metro Security will be providing security services until the time of closing of the carnival operations.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event. The applicant must provide a temporary fence to prevent debris from leaving the site.
5. **Electric and Lighting:** Outdoor events will be provided with temporary electrical service, electrical generators, and light towers as needed.
6. **Noise:** The Carnival must be situated away from nearby residences.
7. **Site Restoration:** Abundant Grace Community Church staff must maintain and clear the property after the event.
8. **Liability Insurance:** The City is provided with a copy of the liability insurance carried by the applicant and the proprietors of the carnival.
9. **Indemnity:** The City is indemnified by the applicant of any and all liability in accordance with the provisions set out in a Hold Harmless Agreement between the property owner, the event operator, and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code enforcement Division.

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall 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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22nd day of March, 2016.

CITY OF EDINBURG

ATTEST:

By: _____
Richard H. Garcia, Mayor

By: _____
Myra L. Ayala Garza, City Secretary

Approved as to form:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/sup-abundant grace-bill dillard-carnival-2-22-16

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 22nd day of March, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and ABUNDANT GRACE COMMUNITY CHURCH, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Abundant Grace Community Church shall indemnify, hold harmless, and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted March 22, 2016 for a Church Festival/Carnival and Fun Fair which will be held from March 23-27, 2016, at the Abundant Grace Community Church, being Lot 1, Abundant Grace #2 Subdivision, located at 2110 South McColl Road, Edinburg, Hidalgo County, Texas. Abundant Grace Community Church shall indemnify, hold harmless, and defend City, from liability or cost, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a temporary special use permit on March 22, 2016, for the Church Festival/Carnival and Fun Fair which will be held from March 23-27, 2016, at the Abundant Grace Community Church, being Lot 1, Abundant Grace #2 Subdivision, located at 2110 South McColl Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 22nd day of March, 2016.

CITY OF EDINBURG

BY: _____
Richard M. Hinojosa, City Manager

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON, P.C.

ABUNDANT GRACE COMMUNITY CHURCH -Indemnitor

By: _____
City Attorney

BY: _____
William Scott Dillard, Jr.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for the "2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event" to be Held on April 02, 2016 at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting a Temporary Special Use Permit and Waiver of Fees for the "2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event" to be held Saturday, April 02, 2016 at the Edinburg Municipal Park. It is noted this is the second year this event is being held in Edinburg.

The event will start at 7:00 am and end at approximately 12:00 noon. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, Solid Waste, and World Birding Center Departments.

The applicants are requesting the waiver of application fees and the fee to rent the pavilions.

RECOMMENDATION:

The Planning and Zoning staff recommends approval of the Ordinance Providing for the Temporary Special Use Permit and Waiver of Fees for the "2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event" to be held on April 02, 2016 at the Edinburg Municipal Park. Staff recommends approval of the Temporary Special Use Permit. If approved the applicant will need to comply with the all City requirements for this event.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Interim Planning and
Zoning Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
CITY COUNCIL – 03/22/16
DATE PREPARED – 03/04/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for a “2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees

APPLICANT: Melinda Moreno

AGENT: N/A

LEGAL: The South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey

LOCATION: 714 South Raul Longoria Road

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Fun Walk and Run

**EXISTING LAND USE/
ADJACENT ZONING:** North – Apart.; Urban Residential (UR) District
South – Vac.; Suburban Residential (S) District
East – Residential; Suburban Residential (S) District
West– Outside City Limits

LAND USE PLAN DESIGNATION: N/A

ACCESS AND CIRCULATION: This property has access onto Sprague Street, a two (2) lane collector roadway and State Highway 336 (10th St), a four (4) lane divided roadway

PUBLIC SERVICES: Public utilities serve the site.

RECOMMENDATION: Staff recommends approval of the temporary special use permit. A comprehensive evaluation is on the following page(s).

**TEMPORARY SPECIAL USE PERMIT
SUPERHERO 5K AND BUDDY FUN WALK AUTISM AWARENESS EVENT**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is staff's evaluation and conditions for approval of this application.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Saturday April 2nd 7:00 a.m. to 12:00 p.m.

The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences. Speakers will be facing northeast, away from the World Birding Center.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

ATTACHMENTS: Aerial Photo
Hold Harmless Agreement
Ordinance

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 22nd day of March, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Team Mario, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Team Mario shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the Temporary Special Use Permit granted March 22, 2016 for The “2nd Annual “Superhero 5K and Buddy Fun Walk Autism Awareness Event” to be held on Saturday, April 2, 2016, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Team Mario shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a Temporary Special Use Permit on March 22, 2016, for the “2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” on Saturday, April 2, 2016, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Hidalgo County, Texas.

EXECUTED this the 22nd day March, 2016.

CITY OF EDINBURG

APPROVED AS TO FORM

BY: _____
Richard M. Hinojosa, City Manager

PALACIOS, GARZA & THOMPSON, P.C.

TEAM MARIO
Indemnitor

By: _____
City Attorney

BY: _____
Melinda Moreno, Executive Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE 2ND ANNUAL SUPERHERO 5K AND BUDDY FUN WALK AUTISM AWARENESS EVENT” AND WAIVER OF FEES, TO BE HELD SATURDAY, APRIL 2, 2016, AT THE EDINBURG MUNICIPAL PARK, BEING THE SOUTH HALF OF LOT 11, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Team Mario has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the “2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees to be held on Saturday, April 2, 2016; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Team Mario for the “2nd Annual Superhero 5K and Buddy Fun Walk Autism Awareness Event” and Waiver of Fees to be held at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, being the south half of Lot 11, Section 268, Texas-Mexican Railway Company Survey with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, April 2, 2016 from 7:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
5. **Security Services:** Security services are to be provided by city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences. Speakers will be facing northeast, away from the World Birding Center.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A Temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 22nd day of March, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

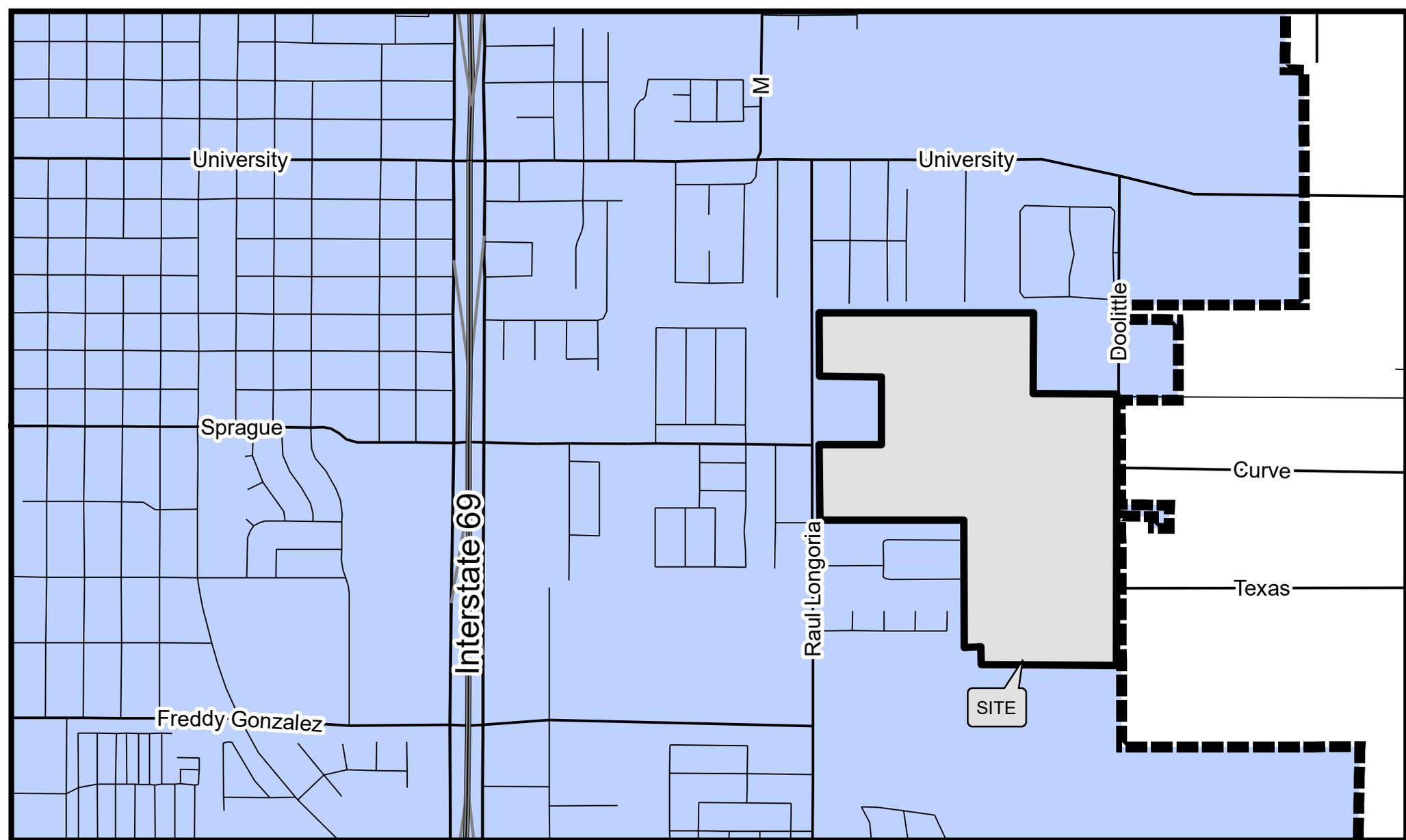
By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/dmg-ordinances/sup-2nd annual superhero 5k and buddy fun walk autism awareness event - 03-22-16



EDINBURG MUNICIPAL
PARK

AWARDING OF BID

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Authorizing the Purchase of Ten (10) Portable Police Radios From Dailey-Wells Communications Inc., in the Amount of \$30,437.50 [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization to modify its initial request on February 2, 2016 to purchase one hundred forty-six (146) Encryption Licenses for Police Radios from Dailey-Wells Communications, Inc. to Sixty Two (62) Radio encryption licenses and Ten (10) portable police radios. The modification is necessary to address aging police radios which are approaching end of life and are incompatible with encryption functionality.

Dailey-Wells Communications, Inc., is the sole source vendor for the City of Edinburg on the 700-800 MHZ radio system.

Funding for the ten (10) portable radios is available in the 2015-2016 Fiscal Year General Fund Operating Budget. Staff has verified that Dailey-Wells Communications, Inc., has no outstanding debts with the City. The police department has done business with Dailey-Wells Communications Inc., in the past. Dailey-Wells Communications has no exclusions active in the System For Award Management.

RECOMMENDATION:

Approve Authorizing the Purchase of Ten (10) Portable Police Radios From Dailey-Wells Communications Inc., in the Amount of \$30,437.50.

REVIEWED BY:

PREPARED BY:

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Lt. Octavio Reyes, Edinburg Police Department
 For: City of Edinburg
 Phone: 956-289-7788
 Date: March 11, 2016
 Quote 031116-025
 email oreyes@cityofedinburg.com

From: Edward Martinez
 Major Accounts Representative
 Dailey-Wells Communications
 361-548-5660 Cell
 210.893.6702 Fax
emartinez@dwcomm.com

XG-75 PORTABLE, SCAN MODEL,764-870MHZ,

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	EVXG-PB78M	PORTABLE, XG-75, 764-870 MHZ, SCAN, MIDNT BLK	10	\$ 1,970.00	25%	\$ 1,477.50	\$ 14,775.00
2	EVXG-NNC5X	ANTENNA, 764-870MHz, 1/4 WAVE WHIP	10	\$ 40.00	25%	\$ 30.00	\$ 300.00
3	MAEV-PKGPT	FEATURE PACKAGE, P25 TRUNKING	10	\$ 1,100.00	100%	\$ -	\$ -
4	MAEV-PKGED	FEATURE PACKAGE, EDACS TRUNKING	10	\$ 1,100.00	25%	\$ 825.00	\$ 8,250.00
5	EV-PRO	FEATURE, PROVOICE	10	\$ 250.00	25%	\$ 187.50	\$ 1,875.00
6	MAEV-PA2U	BATTERY, LI-POLYMER, 3600 MAH	10	\$ 140.00	25%	\$ 105.00	\$ 1,050.00
7	MAEV-PA2U	BATTERY, LI-POLYMER, 3600 MAH(SPARE)	10	\$ 140.00	25%	\$ 105.00	\$ 1,050.00
8	MAEV-NCH9T	CHARGER, SINGLE, TRI-CHEMISTRY	10	\$ 120.00	25%	\$ 90.00	\$ 900.00
9	MAEV-NAE9D	Microphone,Lapel	10	\$ 135.00	25%	\$ 101.25	\$ 1,012.50
10	MAEV-NHC2C	Case,Standard,Leather w/Belt loop & Swivel	10	\$ 130.00	25%	\$ 97.50	\$ 975.00
11	MAEV-NHC2G	BELT CLIP, Standard	10	\$ 20.00	25%	\$ 15.00	\$ 150.00
		Radio Package				\$ 3,018.75	
12	DWC-Labor	Shipping-Handling	10	\$ 10.00	0%	\$ 10.00	\$ 100.00
						TOTAL	\$ 30,437.50

Note: **MBP-15927, Free P25 Trunking when you purchase P25 System Migration**

Terms: Net 30 Days
 Shipping: Pre-Pay & add to invoice
 Price valid until March 31, 2016

January 21, 2016

Chief Shawn Snider
Fire Chief
City of Edinburg
212 W. McIntyre
Edinburg, Texas 78541

Dear Chief Snider:

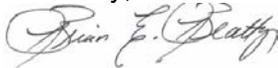
The City of Edinburg Texas has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the City of Edinburg and the surrounding area.

At this time, EDACS/P25 radio equipment for this system falls under Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, Harris Corporation.

Dailey-Wells Communications is the only authorized Harris Corporation Network Solutions Provider to provide sales, system engineering and service support for the City of Edinburg system and all agencies operating on the communications system. This assignment was made effective September 2000 and does not have an end date. If this status should change at some point in the future you will be notified by Harris Corporation in writing. Orders for Harris Corporation communications equipment, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue the service and sales support of Harris Communications Systems throughout your area.

Sincerely,



Brian Beatty
Manager Indirect Sales, Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 010551315
Functional Area: Entity Management, Performance Information

ENTITY	DAILEY AND WELLS COMMUNICATIONS, INC.	Status:Active
DUNS: 010551315	+4:	CAGE Code: 0EC35 DoDAAC:
Expiration Date: Nov 11, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3440 E HOUSTON ST		
City: SAN ANTONIO	State/Province: TEXAS	
ZIP Code: 78219-3814	Country: UNITED STATES	

CONTRACTUALS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Approving the First Amendments to Agreements with Eastern Aviation Fuels, Inc. for **(1)** Aviation Fuels Agreement for Purchase of Aviation Fuel; **and (2)** Jet Refueler Truck Lease Agreement, with both Agreements Providing for an Extension of the Term for Three (3) Years Ending May 14, 2019 and Authorize the City Manager to Execute the Agreements Related Thereto. [Ponciano Longoria P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Eastern Aviation Fuels, Inc., with Headquarters in New Bern, North Carolina, is the exclusive distributor of branded aviation fuels for Shell Oil Products United States. The City of Edinburg entered into an Aviation Fuel Supplier Agreement with Eastern Aviation Fuels on April, 2, 2013 to purchase fuel for retail sales at the South Texas International Airport at Edinburg and the rental of a 3000 gallon jet refueler truck. Terms of the Agreement were to remain in force for a period of three (3) years beginning May 15, 2013 and ending on May 14, 2016. The current contract specifies that the City Council can exercise a three (3) year renewal option and with additional successive periods of twelve months thereafter. The City of Edinburg or Eastern Aviation Fuels, Inc. may terminate the contract upon notice in writing given at least thirty days before the end of the contract.

Staff has verified that there are no unpaid invoices and that there are no pending claims or lawsuits against the City by Eastern Aviation Fuels.

Staff recommends approving the option to renew the agreement and lease agreement for an additional three (3) years starting May 15, 2016 and ending May 14, 2019 with successive periods of twelve (12) months with City Council's approval, unless and until terminated by either party. All other terms of the agreement remain in full force and effect.

The Airport Advisory Board is recommending the renewal of the fuel supplier agreement and the Jet refueling truck lease agreement with Eastern Aviation Fuels, Inc.

RECOMMENDATION:

Approve the First Amendments to Agreements with Eastern Aviation Fuels, Inc. for **(1)** Aviation Fuels Agreement for Purchase of Aviation Fuel; **and (2)** Jet Refueler Truck Lease Agreement, with both Agreements Providing for an Extension of the Term for Three (3) Years Ending May 14, 2019 and Authorize the City Manager to Execute the Agreements Related Thereto.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano N. Longoria, P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS §
 §
 §
COUNTY OF HIDALGO §
 §

**FIRST AMENDMENT TO AVIATION
FUELS CONTRACT BETWEEN CITY OF
EDINBURG AND EASTERN AVIATION
FUELS, INC. FOR PURCHASE OF FUEL.**

THIS FIRST AMENDMENT TO AVIATIONS FUELS CONTRACT is made and entered into on this ____ day of March, 2016, by and between EASTERN AVIATION FUELS, INC., hereinafter referred to as "Seller"), and CITY OF EDINBURG (hereinafter referred to as "Buyer"), as follows:

RECITALS

WHEREAS, this First Amendment is in reference to the Aviation Fuels Contract between Buyer and Seller dated April 2, 2013, (hereinafter “Contract”) attached hereto as Exhibit “A,” and made a part hereof; and

WHEREAS, Buyer and Seller entered into Contract wherein Seller agreed to sell and deliver and Buyer agreed to purchase, receive and pay for from Seller, Buyer’s entire requirements of aviation fuels for use or resale at the South Texas International Airport at Edinburg, Texas; and

WHEREAS, Buyer and Seller desire to amend the Contract to reflect that Buyer and Seller desire to exercise the option to extend the Contract for a three year term beginning May 15, 2016 and ending May 14, 2019, with successive renewal periods of twelve months each thereafter upon approval by the Edinburg City Council, and such renewal option shall be exercised by the Seller by providing a written request thirty (30) days prior to any twelve-month renewal period.

NOW THEREFORE, Buyer and Seller, for and in consideration of the mutual covenants and benefits to the parties herein contained, mutually agree that the Contract is amended as follows:

SECTION I.

In accordance with the Contract under Section 2 titled Term, Buyer and Seller hereby agree to exercise the option to extend the Contract for a three year term beginning May 15, 2016 and ending May 14, 2019, with successive periods of twelve months each thereafter, upon approval by the Edinburg City Council, and such renewal option shall be exercised by the Seller by providing a written request thirty (30) days prior to any twelve-month renewal period.

In addition to any other termination clause in this Contract, either party to this agreement shall have the right to terminate this Contract at any time, and for any reason, after 30 days’ written notice and any payment requested shall be made on work completed and/or goods delivered prior to the termination date as provided for in the Contract.

SECTION II.

Except as set forth in this First Amendment, the provisions of the Contract shall remain unaffected and shall continue in full force and effect in accordance with the terms as provided.

IN WITNESS WHEREOF, this Agreement is executed this the day first above written, to be effective as herein stated.

CITY OF EDINBURG

BY: _____
Richard M. Hinojosa, City Manager
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

Approved as to form:
PALACIOS GARZA & THOMPSON P.C.

By: _____
Ricardo Palacios, City Attorney

EASTERN AVIATION FUELS, INC.

BY: _____
Robert L. Stallings, III., President
Post Office Box 12327
New Bern, North Carolina 28561

ATTACHMENTS:
Exhibit "A" (Contract)

**EXHIBIT “A” TO FIRST AMENDMENT TO AVIATION FUELS CONTRACT
BETWEEN EASTERN AVIATION FUELS, INC. AND THE CITY OF EDINBURG**

Eastern Aviation Fuels, Inc.



February 29, 2016

City of Edinburg
Ms. Debora Melvin
400 East FM 490
Edinburg, TX 78541

Ref: Aviation Fuel Agreement & Fuel Truck Agreement Extension:

Eastern Aviation Fuels was awarded RFP 2013-004 "Aviation Fuel Supplier" by the City of Edinburg, Texas on May 10, 2013. The City of Edinburg has the option to extend the agreements, referencing Section: 1.9, page 14 of RFP 2013-004 for three (3) year renewal option and for successive periods of twelve (12) months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve (12) month period, with prior City Council approval.

Eastern Aviation Fuels and the City of Edinburg have met the requirements of the initial agreement, which qualifies for an extension as noted in the RFP. All terms and conditions of the initial agreement will remain unchanged and extended until May 14, 2019.

The City of Edinburg is a valued customer of Eastern Aviation Fuels and honored to have your airport as a part of our network of branded Shell Aviation Dealers.

Sincerely,

Byron Gray
Eastern Aviation Fuels

Approved by City of Edinburg: This the _____ day of _____, 2016

By: _____ Attested: _____

601 N. McCarthy Blvd. New Bern, NC 28562
Main: 800.334.5732 Fax: 252.633.3125



Shell Aviation

Exclusive distributors of branded aviation fuels for Shell Oil Products US

STATE OF TEXAS

COUNTY OF HILDAGO

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 2 day of **April, 2013**, by and between **EASTERN AVIATION FUELS, INC.** of New Bern, North Carolina, hereinafter called "Seller" and **CITY OF EDINBURG** hereinafter called "Buyer" as follows:

1. AGREEMENT: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the **South Texas International Airport**, at or near **Edinburg, Texas**.

2. TERM: This contract shall remain in force for a period of three (3) years beginning on the **15th day of May, 2013**, with a three (3) year renewal option and for successive periods of twelve months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve-month period.

3. DELIVERIES: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts (not less than I.C.C. minimum delivery at any one time) and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. PRICING: Buyer agrees to pay for the aviation fuels covered by this contract at Seller's posted dealer price.

Jet A: Terminal price (GC Argus Means) + .05 margin + overhead fees

Avgas: Terminal price (GC 93 PUL Means) + .12 margin + overhead fees

As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 13 hereafter.

5. TERMS: Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via EFT (Electronic Funds Transfer) 30 days from invoice date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the maximum amount permitted by Texas Government Code Section 2251 from the date of default. In the event judgment is rendered in favor of Seller in a court of competent jurisdiction.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer's FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer's FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to

the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

Incentive Agreement:

- Total FBO or FBO Manager Program (\$8000.00 value).
- 100,000 AeroClass Reward points (\$1000.00 value) or \$1000 to be used toward marketing your FBO.
- Co-op program: \$.005 per gallon purchased to be used annual toward marketing the Shell Aviation Brand.
- Shell Aviation Brand signage.
- 0% processing for Shell Aviation credit cards and specially reduced processing fees on other credit cards.
- Annual Quality Control Training Seminars & Audit.
- NATA Safety 1st Line Service Training Program.
- Bi-annual inspection of fuel farm and fuel trucks.

SELLER: EASTERN AVIATION FUELS, INC.
Post Office Box 12327
New Bern, North Carolina 28561

Buyer: **City of Edinburg**
415 W University Drive
Edinburg, Texas 78541

14. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the 10th day of May, 2013.

EASTERN AVIATION FUELS, INC.

By: [Signature]
Robert L. Stallings, III, President

WITNESS: [Signature]

City of Edinburg

By: [Signature]
Ramiro Garza, Jr., City Manager

ATTEST

BY: [Signature]
Myra L. Ayala Garza
City Secretary



APPROVED AS TO FORM:
Palacios & Associates, PC

[Signature]
City Attorney



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Shell Oil Company, Eastern Aviation (See Complete Named Insured in Description Section below) One Shell Plaza P.O. Box 2463 Houston, TX 77252	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

SCHEDULE OF INSURERS: Company	Policy Number	Share %
Lloyd's Companies and Syndicates	AB013615	32.5000%
Global Aerospace Underwriting Managers	335841-15	17.5000%
Starr Surplus Lines Insurance Company	SASLAMR63628015-01	40.0000%
AIG Aviation	AP067937473-02	10.0000%

TYPE: Excess Aviation Liability Insurance

COVERAGE TERRITORY: Worldwide

DESCRIPTION OF COVERAGE: Insured's legal liability arising out of their business as suppliers of aviation petroleum products, including refueling, defueling, and lubrication of aircraft

DESCRIPTION OF LIMITS OF LIABILITY:

TO PAY THE DIFFERENCE BETWEEN a Combined Single Limit (Bodily Injury and Property Damage) of US \$50,000,000 for any one occurrence but:

A. IN RESPECT OF EASTERN AVIATION the limit applies in the annual aggregate in respect of Products Liability

B. IN RESPECT OF AGENTS AND DEALERS the limit applies in the annual aggregate in respect of Products Liability any one Agent any one Dealer. Subject to an overall annual aggregate of US \$500,000,000 in respect of Products Liability

AND

A. IN RESPECT OF EASTERN AVIATION Combined Single Limit (Bodily Injury and Property Damage): US \$5,000,000 any one occurrence but the limit applies in the annual aggregate in respect of Products Liability.

B. IN RESPECT OF AGENTS AND DEALERS Combined Single Limit (Bodily Injury and Property Damage): US \$500,000 any one occurrence but the limit applies in the annual aggregate any one Agent any one Dealer in respect of Products Liability.

SPECIAL PROVISIONS APPLICABLE TO ADDRESSEE:

The Insurers agree, subject to the policy terms, conditions, limitations and exclusions that the policy set forth above is extended to include the following provisions:

1. The limits of liability as defined above are on a difference in limits basis with respect to the underlying limits of liability carried by each Agent or Dealer. In no event shall the limits of liability carried by the Agent or Dealer be less than a Combined Single Limit covering Bodily Injury and Property Damage of US \$500,000 for any one occurrence and in the annual aggregate for Products Liability (exclusive of a decrease in limits as a result of paid claims by the primary insurer). Any applicable deductibles relating to the required primary insurance shall be the sole responsibility of the Agent or Dealer.

2. Should the Agent or Dealer allow their limits of liability to fall below a limit of US \$500,000 for any one occurrence and in the annual aggregate with no per person sub-limits (exclusive of a decrease in limits as a result of paid claims by the primary insurer), or if the Agent or Dealer is no longer authorized as an Eastern Aviation Fuels Agent or Dealer, this certificate of liability insurance and the associated coverage shall become null and void.

The Insurers have authorized the undersigned to issue this Certificate on their behalf as a matter of convenience. The undersigned is not an Insurer and has no liability of any sort under the above-captioned policies.

0004041 SP
City of Edinburg
1300 East FM 490
Edinburg, TX 78542

0682

-C01-P04043-I



Eastern Aviation Fuels, Inc.



February 29, 2016

City of Edinburg
Ms. Debora Melvin
400 East FM 490
Edinburg, TX 78541

Ref: Aviation Fuel Agreement & Fuel Truck Agreement Extension:

Eastern Aviation Fuels was awarded RFP 2013-004 "Aviation Fuel Supplier" by the City of Edinburg, Texas on May 10, 2013. The City of Edinburg has the option to extend the agreements, referencing Section: 1.9, page 14 of RFP 2013-004 for three (3) year renewal option and for successive periods of twelve (12) months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve (12) month period, with prior City Council approval.

Eastern Aviation Fuels and the City of Edinburg have met the requirements of the initial agreement, which qualifies for an extension as noted in the RFP. All terms and conditions of the initial agreement will remain unchanged and extended until May 14, 2019.

The City of Edinburg is a valued customer of Eastern Aviation Fuels and honored to have your airport as a part of our network of branded Shell Aviation Dealers.

Sincerely,

Byron Gray
Eastern Aviation Fuels

Approved by City of Edinburg: This the _____ day of _____, 2016

By: _____ Attested: _____

601 N. McCarthy Blvd. New Bern, NC 28562
Main: 800.334.5732 Fax: 252.633.3125



Shell Aviation

Exclusive distributors of branded aviation fuels for Shell Oil Products US

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§

FIRST AMENDMENT TO LEASE AGREEMENT CITY OF EDINBURG AND EASTERN AVIATION FUELS, INC. FOR LEASE OF AVIATION RE-FUELING TRUCK.

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into on this ____ day of March, 2016, by and between EASTERN AVIATION FUELS, INC., hereinafter referred to as "Lessor", and CITY OF EDINBURG (hereinafter referred to as "Lessee"), as follows:

RECITALS

WHEREAS, this First Amendment is in reference to the Lease Agreement between Lessor and Lessee dated April 2, 2013, (hereinafter "Lease") attached hereto as Exhibit "A," and made a part hereof; and

WHEREAS, Lessor and Lessee entered into a Lease wherein Lessor agreed to deliver and to Lease to Lessee for Lessee's use at the South Texas International Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows: 2011 3000 gallon jet refueler; and

WHEREAS, Lessor and Lessee desire to amend the Lease to reflect that Lessor and Lessee desire to exercise the option to extend the Lease for a three year term beginning May 15, 2016 and ending May 14, 2019, with successive renewal periods of twelve months each thereafter upon approval by the Edinburg City Council, and such renewal option shall be exercised by the Lessor by providing a written request thirty (30) days prior to any twelve-month renewal period.

NOW THEREFORE, Lessor and Lessee, for and in consideration of the mutual covenants and benefits to the parties herein contained, mutually agree that the Contract is amended as follows:

SECTION I.

In accordance with the Lease under Section 1, Lessor and Lessee hereby agree to exercise the option to extend the Lease for a three year term beginning May 15, 2016 and ending May 14, 2019, with successive periods of twelve months each thereafter, upon approval by the Edinburg City Council, and such renewal option shall be exercised by the Lessor by providing a written request thirty (30) days prior to any twelve-month renewal period.

In addition to any other termination clause in this Lease, either party to this agreement shall have the right to terminate this Lease at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on a prorated basis to the date of termination.

SECTION II.

Except as set forth in this First Amendment, the provisions of the Lease shall remain

unaffected and shall continue in full force and effect in accordance with the terms as provided.

IN WITNESS WHEREOF, this Agreement is executed this the day first above written, to be effective as herein stated.

CITY OF EDINBURG

BY: _____
Richard M. Hinojosa, City Manager
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

Approved as to form:
PALACIOS GARZA & THOMPSON P.C.

By: _____
Ricardo Palacios, City Attorney

EASTERN AVIATION FUELS, INC.

BY: _____
Robert L. Stallings, III., President
Post Office Box 12327
New Bern, North Carolina 28561

ATTACHMENTS:

Exhibit "A" (Contract)

**EXHIBIT "A" TO FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
EASTERN AVIATION FUELS, INC. AND THE CITY OF EDINBURG**

Eastern Aviation Fuels, Inc.



February 29, 2016

City of Edinburg
Ms. Debora Melvin
400 East FM 490
Edinburg, TX 78541

Ref: Aviation Fuel Agreement & Fuel Truck Agreement Extension:

Eastern Aviation Fuels was awarded RFP 2013-004 "Aviation Fuel Supplier" by the City of Edinburg, Texas on May 10, 2013. The City of Edinburg has the option to extend the agreements, referencing Section: 1.9, page 14 of RFP 2013-004 for three (3) year renewal option and for successive periods of twelve (12) months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve (12) month period, with prior City Council approval.

Eastern Aviation Fuels and the City of Edinburg have met the requirements of the initial agreement, which qualifies for an extension as noted in the RFP. All terms and conditions of the initial agreement will remain unchanged and extended until May 14, 2019.

The City of Edinburg is a valued customer of Eastern Aviation Fuels and honored to have your airport as a part of our network of branded Shell Aviation Dealers.

Sincerely,

Byron Gray
Eastern Aviation Fuels

Approved by City of Edinburg: This the _____ day of _____, 2016

By: _____ Attested: _____

601 N. McCarthy Blvd. New Bern, NC 28562
Main: 800.334.5732 Fax: 252.633.3125



Shell Aviation

Exclusive distributors of branded aviation fuels for Shell Oil Products US

STATE OF TEXAS

COUNTY OF HILDAGO

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 2 day of April, 2013, by and between EASTERN AVIATION FUELS, INC., a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and City of Edinburg, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the South Texas International Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

2011 3000 gallon jet refueler

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$ 1495.00 per month, plus applicable sales and use tax, to commence as of the 15th day of May, 2013. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of 3 years beginning on the 1st day of May, 2013, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement, or in the event that Eastern Aviation Fuels discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, in accordance with Section 8 of the Aviation Fuels Contract dated April 2, 2013.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at South Texas International Airport, for handling the aviation fuels supplied by Eastern Aviation Fuels, Inc.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

- E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.
- F. Pay for all ground reel equipment and replacement of aviation refueling hose.
- G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.
- H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.
- I. Pay for all deadman cable and handle replacements.
- J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.
- K. Keeping all fire extinguishers fully charged and in good working order.
- L. Pay for meter calibration, if any required.
- M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.
- N. Furnish any ladders desired by Lessee.
- O. Pay for any fuel nozzle replacements.
- P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.
- Q. Wash and clean refueling equipment as necessary to maintain good appearance.
- R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. **ATTORNEY AND/OR COLLECTION FEES:** If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the maximum amount permitted by Texas Government Code Section 2251 from the date of default. In the event judgment is rendered in favor of Seller in a court of competent jurisdiction.

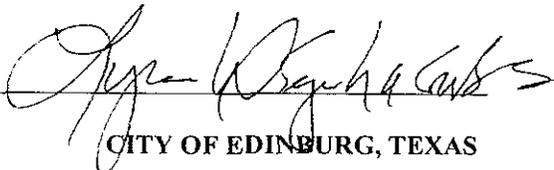
14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

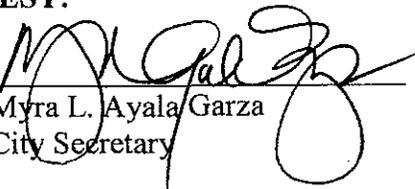
EASTERN AVIATION FUELS, INC.

By: 
Robert L. Stallings, III
President

WITNESS:

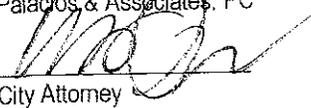

CITY OF EDINBURG, TEXAS
By: 
Ramiro Garza, Jr. City Manager

ATTEST:

BY: 
Myra L. Ayala Garza
City Secretary



APPROVED AS TO FORM:
Palacios & Associates, PC


City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

Holland & Knight LLP has served as the City's consultant for Legislative Services as of May 23, 2013 and each year has been approved for renewal for each one year term thereafter. The firm has submitted a request for renewal of the current agreement for a term beginning January 1, 2016 and ending December 31, 2016 in the amount of \$12,000.00 per month which includes the services of The Vela Group as set out in the attached Agreement.

The purpose of this Agreement is to have a professional firm advise the City and Edinburg Economic Development Corporation (EEDC) on the political and financial feasibility of the City's legislative platform; to develop appropriate strategies in consultation with City Staff including, but not limited to: 1) drafting City-specific legislation 2) facilitating coalitions to advance any introduced legislation; and 3) guiding legislation through the legislative process resulting in approval of said legislation.

Funding is available in the FY 2015-2016 General Fund Operating Budget.

RECOMMENDATION:

Approve Renewal of the Professional Services Contract with Holland & Knight, LLP for Legislative Consulting Services and Authorize the City Manager to Execute Same.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

Sonia Marroquin,
Assistant City Manager

/s/ Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Sonia Marroquin

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS § **LEGISLATIVE ASSISTANCE**
COUNTY OF HIDALGO § **CONTRACT—CITY OF EDINBURG AND**
CITY OF EDINBURG § **HOLLAND & KNIGHT**

This Contract, entered into this the ____ day of _____, 2016 by and between the **CITY OF EDINBURG**, a municipal corporation, situated in Hidalgo County, Texas (herein called "**City**") and **HOLLAND & KNIGHT** (herein called "**Liaison**").

RECITALS

WHEREAS, it is the desire of the City to engage the services of the Liaison to assist the City and the Edinburg Economic Development Corporation (EEDC) with future and pending legislation in the current and future United States of America Legislative Session and Texas Legislative Session when requested; and

WHEREAS, Liaison possesses the knowledge and background necessary to provide services requested; and

WHEREAS, it is the desire of the Liaison to provide such services;

NOW, THEREFORE, the Parties do mutually agree as follows:

SECTION I
RESPONSIBILITIES OF LIAISON

Liaison shall use its best efforts to provide the following services:

- a. To keep the administrative staff of the City and the EEDC aware of all pending bills which might impact the City and the economy, and to promote the business development of the City and EEDC;
- b. To advocate or oppose legislation on behalf of the City and the EEDC;
- c. To advocate and lobby for the City and the EEDC to state and federal agencies for the development, funding, and betterment of the City and EEDC projects;
- d. To coordinate, when necessary, with state and federal elected officials to promote City and EEDC business;
- e. To draft and/or assist with drafting legislation on behalf of the City and EEDC;
- f. Any additional services as outlined in Exhibit "A."

Additionally, Liaison shall:

1. Submit to the City and the EEDC written monthly reports regarding the status of the pending legislation and activity on behalf of the City and the EEDC.
2. File all written statements and reports as required by Section 305.026 of the Texas Government Code or as otherwise required by state and/or federal law, and shall in connection with all services performed hereunder comply with appropriate laws and regulations of the State of Texas and the United States of America.
3. Devote such time as is reasonably necessary for satisfactory performance of duties under this Contract.

This Contract may be amended by mutual agreement of the parties in writing to be attached to and incorporated into this Contract.

Neither this Contract nor any duties or obligations under it shall be assignable by the Legislative Liaison without the prior written consent of the City Manager.

This Contract constitutes the sole and only Contract of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting this subject matter.

SECTION II **TIME OF PERFORMANCE**

Liaison agrees to perform services identified in Section I for one year commencing on January 1, 2016 and ending on December 31, 2016.

SECTION III **NON-APPROPRIATIONS**

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

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

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

SECTION IV
RESPONSIBILITIES OF CITY

City agrees to pay Liaison \$12,000 per month. The \$12,000 per month covers all legislative/legal services, including out-of-pocket business expenses.

Payment for services and business expenses shall be paid upon receipt of invoice from Liaison to be submitted at the end of the month of service.

SECTION V
TERMINATION OF CONTRACT

Either party to this Contract shall have the right to terminate this Contract at any time and for any reason after thirty (30) days' written notice and any payment for services requested shall be made on services redereed pursuant to this Agreement and rendered prior to the termination date.

SECTION VI
SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SECTION VII
SEVERABILITY

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

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

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

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

SECTION IX
VENUE

Venue for the purposes of enforcement of this Contract shall be in Hidalgo County, Texas.

SECTION X
RIGHT TO RECOVERY

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party, if allowable by the applicable law, shall have the right to recover reasonable attorney's fees in addition to any other entitled relief .

EXECUTED by the parties in triplicate originals on the day and year first written above.

CITY OF EDINBURG:

BY: _____
Richard H. Hinojosa, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

BY: _____
City Attorney

HOLLAND & KNIGHT

BY: _____
Richard M. Gold, Partner
800 17th Street N.W., Suite 1100
Washington, D.C. 20006
Phone: (202) 955-3000
Fax: (202) 955-5564

EXHIBIT "A"

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Lisa Ann Barkovic
Sr Policy Advisor
(202) 419-2486
lisa.barkovic@hklaw.com

February 12, 2016

Mr. Richard Hinojosa
City Manager
The City of Edinburg
415 W. University Drive
Edinburg, TX. 78541

Re: Federal Legislative Consulting Extension of Services

Dear Mr. Hinojosa:

Thank you for retaining Holland & Knight LLP ("H&K") to provide federal legislative consulting services to the City of Edinburg. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

Mr. Richard Hinojosa
City Manager
February 12, 2016
Page 2

The terms of this engagement will be January 1, 2016 through December 31, 2016. Our fee for this period will be \$12,000 per month which includes the services of The Vela Group. This level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with the City, long distance telephone, photocopying, facsimile, ground transportation and meals.

This engagement is renewable upon mutual consent of both parties. Either party may terminate this agreement at any time by providing 30 days written notice.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing below and returning a copy of the signed letter to me. If you have any questions about the terms, please feel free to contact me.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,



Lisa Ann Barkovic
Senior Policy Advisor

HOLLAND & KNIGHT LLP

Enclosure

Approved this _____ day of _____, 2016.

CITY OF EDINBURG

Mr. Richard Hinojosa
City Manager
February 12, 2016
Page 2

By: _____
Richard Hinojosa

TERMS OF ENGAGEMENT

We appreciate your decision to engage Holland & Knight LLP (“H&K”), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney’s ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Fees and Billing. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless

otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

Out-of-Pocket Expenses. In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

Billing. We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Confidentiality. Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

Termination. Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Approval of an Interlocal Agreement Between the Edinburg Economic Development Corporation (EEDC) and the City of Edinburg for Funding Participation for Legislative Services Conducted by Holland & Knight LLP. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The purpose of this Agreement is to set out the 50/50 cost share between the City and the Edinburg Economic Development Corporation (EEDC) relating to Legislative Consultant Services with Holland & Knight LLP for 2014-15, 2015-16, and 2016-17 to assist the City and EEDC with legislation in the United States of America Legislative Session and Texas Legislative Session.

RECOMMENDATION:

Approve the Interlocal Agreement Between the Edinburg Economic Development Corporation (EEDC) and the City of Edinburg for Funding Participation for Legislative Services Conducted by Holland & Knight LLP.

REVIEWED BY:

PREPARED BY:

Sonia Marroquin,
Assistant City Manager

À
/s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/Sonia Marroquin

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS § **INTERLOCAL AGREEMENT BETWEEN THE**
 § **EDINBURG ECONOMIC DEVELOPMENT**
 § **CORPORATION AND THE CITY OF EDINBURG**
 COUNTY OF HIDALGO § **FOR FUNDING PARTICIPATION FOR**
 § **LEGISLATIVE SERVICES CONDUCTED BY**
 CITY OF EDINBURG § **HOLLAND & KNIGHT**

This Interlocal Agreement is made on this the _____ day of _____, 2016, by and between the Edinburg Economic Development Corporation, a non-profit Development Corporation (hereinafter the "EEDC") created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended, whose principal place of business is located at 101 N. 10TH Ave., Edinburg, Hidalgo County, Texas, and the City of Edinburg (hereinafter the "City") whose principal place of business is located at 415 West University Drive, Edinburg, Hidalgo County, Texas.

RECITALS

WHEREAS, the City entered into a contract (hereinafter referred to as the "Contract") with Holland & Knight (hereinafter referred to as the "Legislative Liason") for the years 2014, 2015 and 2016 to assist the City and EEDC with future and pending legislation in the current and future United States of America Legislative Session and Texas Legislative Session when requested; and

WHEREAS, the EEDC has agreed to assist with the funding by reimbursing the City in the amount as set forth in this Agreement; and

WHEREAS, the EEDC and the City have determined that the City and its residents have received a benefit from the services provided under the Contracts; and

WHEREAS, the purpose of this Agreement is for the City and the EEDC to set out the payments and/or reimbursements relating to the following Contracts:

1. Contract dated May 6, 2014 between City and the Legislative Liaison attached hereto as Exhibit "A";
2. Contract dated January 20, 2015 between City and the Legislative Liaison attached hereto as Exhibit "B";
3. Contract dated March _____, 2016 between City and the Legislative Liaison attached hereto as Exhibit "C"; and

WHEREAS, the City and EEDC are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

**SECTION I
TERMS**

1. The City shall pay for the legislative services provided for under the Contracts attached as Exhibit “A,” “B” and “C” directly to the Legislative Liaison.
2. In consideration for the services received under the contracts listed below and this Agreement, the EEDC agrees to reimburse the City as follows:
 - a. Under the Contract dated May 6, 2014, attached as Exhibit “A,” the EEDC agrees to reimburse the City fifty percent (50%) of all amounts paid for services rendered pursuant to the contract for the months of October, November and December of the year 2014, which is a total amount of Eighteen Thousand and 00/100ths Dollars (\$18,000.00); provided however that such reimbursement shall be made based upon copies of receipts and/or invoices and such other evidence of amounts due as may be reasonably required by the EEDC;
 - b. Under the contract dated January 20, 2015, attached as Exhibit “B,” the EEDC agrees to reimburse the City fifty percent (50%) of all amounts paid for services rendered pursuant to the Contract, which is a total amount of Seventy-Two Thousand and 00/100ths Dollars (\$72,000.00); provided however that such reimbursement shall be made based upon copies of receipts and/or invoices and such other evidence of amounts due as may be reasonably required by the EEDC;
 - c. Under the contract dated March ____, 2016, attached as Exhibit “C,” the EEDC agrees to reimburse the City fifty percent (50%) of all amounts paid for services rendered pursuant to the Contract, which is a total amount of Seventy-Two Thousand and 00/100ths Dollars (\$72,000.00); provided however that such reimbursement shall be made based upon copies of receipts and/or invoices and such other evidence of amounts due as may be reasonably required by the EEDC; and
 - d. The reimbursement payments provided for under this Agreement shall be paid by EEDC upon execution of this Agreement.

**SECTION II
NON-APPROPRIATIONS**

- A. Notwithstanding anything in the contract documents and this Agreement to the contrary, any and all payments which the EEDC 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 EEDC cannot appropriate sufficient funding, then either party has the right to terminate this Agreement by providing (10) ten days written notice to the other party.
- C. Furthermore, execution of this Agreement does not automatically guarantee a renewal of the Contracts and/or this Agreement upon expiration.

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

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event not later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith, the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy.

**SECTION III
GENERAL TERMS**

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements,

competent jurisdiction in Hidalgo County, Texas.

- I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2016.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CITY OF EDINBURG, TEXAS

BY: _____
Richard M. Hinojosa, City Manager

ATTEST:

Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:
PALACIOS GARZA & THOMPSON P.C.**

BY: _____
City Attorney

**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

BY: _____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:

BY: _____
EEDC Attorney

**EXHIBIT "A" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

**EXHIBIT "B" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

**EXHIBIT "C" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

**EXHIBIT "C" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

Additionally, Liaison shall:

1. Submit to the City and the EEDC written monthly reports regarding the status of the pending legislation and activity on behalf of the City and the EEDC.
2. File all written statements and reports as required by Section 305.026 of the Texas Government Code or as otherwise required by state and/or federal law, and shall in connection with all services performed hereunder comply with appropriate laws and regulations of the State of Texas and the United States of America.
3. Devote such time as is reasonably necessary for satisfactory performance of duties under this Contract.

This Contract may be amended by mutual agreement of the parties in writing to be attached to and incorporated into this Contract.

Neither this Contract nor any duties or obligations under it shall be assignable by the Legislative Liaison without the prior written consent of the City Manager.

This Contract constitutes the sole and only Contract of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting this subject matter.

SECTION II **TIME OF PERFORMANCE**

Liaison agrees to perform services identified in Section I for one year commencing on January 1, 2016 and ending on December 31, 2016.

SECTION III **NON-APPROPRIATIONS**

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

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

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

SECTION IV
RESPONSIBILITIES OF CITY

City agrees to pay Liaison \$12,000 per month. The \$12,000 per month covers all legislative/legal services, including out-of-pocket business expenses.

Payment for services and business expenses shall be paid upon receipt of invoice from Liaison to be submitted at the end of the month of service.

SECTION V
TERMINATION OF CONTRACT

Either party to this Contract shall have the right to terminate this Contract at any time and for any reason after thirty (30) days' written notice and any payment for services requested shall be made on services redereed pursuant to this Agreement and rendered prior to the termination date.

SECTION VI
SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SECTION VII
SEVERABILITY

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

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

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

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SECTION IX
VENUE

Venue for the purposes of enforcement of this Contract shall be in Hidalgo County, Texas.

SECTION X
RIGHT TO RECOVERY

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party, if allowable by the applicable law, shall have the right to recover reasonable attorney's fees in addition to any other entitled relief .

EXECUTED by the parties in triplicate originals on the day and year first written above.

CITY OF EDINBURG:

BY: _____
Richard H. Hinojosa, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

BY: _____
City Attorney

HOLLAND & KNIGHT

BY: _____
Richard M. Gold, Partner
800 17th Street N.W., Suite 1100
Washington, D.C. 20006
Phone: (202) 955-3000
Fax: (202) 955-5564

EXHIBIT "A"

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Lisa Ann Barkovic
Sr Policy Advisor
(202) 419-2486
lisa.barkovic@hklaw.com

February 12, 2016

Mr. Richard Hinojosa
City Manager
The City of Edinburg
415 W. University Drive
Edinburg, TX. 78541

Re: Federal Legislative Consulting Extension of Services

Dear Mr. Hinojosa:

Thank you for retaining Holland & Knight LLP ("H&K") to provide federal legislative consulting services to the City of Edinburg. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

Mr. Richard Hinojosa
City Manager
February 12, 2016
Page 2

The terms of this engagement will be January 1, 2016 through December 31, 2016. Our fee for this period will be \$12,000 per month which includes the services of The Vela Group. This level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with the City, long distance telephone, photocopying, facsimile, ground transportation and meals.

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We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,



Lisa Ann Barkovic
Senior Policy Advisor

HOLLAND & KNIGHT LLP

Enclosure

Approved this _____ day of _____, 2016.

CITY OF EDINBURG

Mr. Richard Hinojosa
City Manager
February 12, 2016
Page 2

By: _____
Richard Hinojosa

TERMS OF ENGAGEMENT

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You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Fees and Billing. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless

otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

Out-of-Pocket Expenses. In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

Billing. We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Confidentiality. Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

Termination. Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**EXHIBIT "A" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

STATE OF TEXAS	§	LEGISLATIVE ASSISTANCE
COUNTY OF HIDALGO	§	CONTRACT—CITY OF EDINBURG AND HOLLAND & KNIGHT
CITY OF EDINBURG	§	

This Contract, entered into this the 6th day of May, 2014 by and between the **CITY OF EDINBURG**, a municipal corporation, situated in Hidalgo County, Texas (herein called "City") and **HOLLAND & KNIGHT** (herein called "Liaison").

RECITALS

WHEREAS, it is the desire of the City to engage the services of the Liaison to assist the City and the Edinburg Economic Development Corporation (EEDC) with future and pending legislation in the current and future United States of America Legislative Session and Texas Legislative Session when requested; and

WHEREAS, Liaison possesses the knowledge and background necessary to provide services requested; and

WHEREAS, it is the desire of the Liaison to provide such services;

NOW, THEREFORE, the Parties do mutually agree as follows:

SECTION I
RESPONSIBILITIES OF LIAISON

Liaison shall use its best efforts to provide the following services:

- a. To keep the administrative staff of the City and the EEDC aware of all pending bills which might impact the City and the economy, and to promote the business development of the City and EEDC;
- b. To advocate or oppose legislation on behalf of the City and the EEDC;
- c. To advocate and lobby for the City and the EEDC to state and federal agencies for the development, funding, and betterment of the City and EEDC projects;
- d. To coordinate, when necessary, with state and federal elected officials to promote City and EEDC business;
- e. To draft and/or assist with drafting legislation on behalf of the City and EEDC;
- f. Any additional services as outlined in Exhibit "A."

Additionally, Liaison shall:

1. Submit to the City and the EEDC written monthly reports regarding the status of the pending legislation and activity on behalf of the City and the EEDC.
2. File all written statements and reports as required by Section 305.026 of the Texas Government Code or as otherwise required by state and/or federal law, and shall in connection with all services performed hereunder comply with appropriate laws and regulations of the State of Texas and the United States of America.
3. Devote such time as is reasonably necessary for satisfactory performance of duties under this Contract.

This Contract may be amended by mutual agreement of the parties in writing to be attached to and incorporated into this Contract.

Neither this Contract nor any duties or obligations under it shall be assignable by the Legislative Liaison without the prior written consent of the City Manager.

This Contract constitutes the sole and only Contract of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting this subject matter.

SECTION II **TIME OF PERFORMANCE**

Liaison agrees to perform services identified in Section I for one year commencing on January 1, 2014 and ending on December 31, 2014.

SECTION III **NON-APPROPRIATIONS**

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

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

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

SECTION IV
RESPONSIBILITIES OF CITY

City agrees to pay Liaison \$12,000 per month. The \$12,000 per month covers all legislative/legal services, including out-of-pocket business expenses.

Payment for services and business expenses shall be paid upon receipt of invoice from Liaison to be submitted at the end of the month of service.

SECTION V
TERMINATION OF CONTRACT

Either party to this Contract shall have the right to terminate this Contract at any time after thirty (30) days' written notice.

SECTION VI
SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SECTION VII
SEVERABILITY

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

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

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each

party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

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

SECTION IX
VENUE

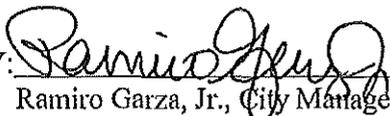
Venue for the purposes of enforcement of this Contract shall be in Hidalgo County, Texas.

SECTION X
RIGHT TO RECOVERY

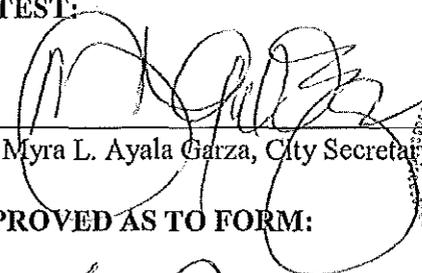
If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party, if allowable by the applicable law, shall have the right to recover reasonable attorney's fees in addition to any other entitled relief.

EXECUTED by the parties in triplicate originals on the day and year first written above.

CITY OF EDINBURG:

BY: 
Ramiro Garza, Jr., City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: 
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

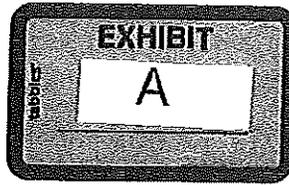
PALACIOS & ASSOCIATES, P.C.

BY: 
City Attorney

Legislative Assistance Contract



Holland & Knight



800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Lisa Ann Barkovic
Sr Policy Advisor
(202) 419-2486
lisa.barkovic@hklaw.com

April 17, 2014

Mr. Ramiro Garza, Jr.
City Manager
415 W. University Drive
Edinburg, TX. 78541

Re: Federal Legislative Consulting Extension of Services

Dear Mr. Garza:

Thank you for retaining Holland & Knight LLP ("H&K") to provide federal legislative consulting services to the City of Edinburg. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

Atlanta | Boston | Chicago | Dallas | Fort Lauderdale | Jacksonville | Lakeland | Los Angeles | Miami | New York | Northern Virginia |
Orlando | Portland | San Francisco | Tallahassee | Tampa | Washington, D.C. | West Palm Beach

Mr. Ramiro Garza, Jr
City Manager
April 17, 2014
Page 2

The terms of this engagement will be January 1, 2014 through December 31, 2014. Our fee for this period will be \$12,00 per month. This level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with the City, long distance telephone, photocopying, facsimile, ground transportation and meals.

This engagement is renewable upon mutual consent of both parties. Either party may terminate this agreement at any time by providing 30 days written notice.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing below and returning a copy of the signed letter to me. If you have any questions about the terms, please feel free to contact me

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP


Lisa Ann Barkovic
Senior Policy Advisor

Enclosure

Approved this ____ day of _____, 2014.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr.

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to

services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts,

circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**EXHIBIT "B" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF EDINBURG FOR
FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES CONDUCTED BY
HOLLAND & KNIGHT.**

STATE OF TEXAS	§	LEGISLATIVE ASSISTANCE
COUNTY OF HIDALGO	§	CONTRACT—CITY OF EDINBURG AND
CITY OF EDINBURG	§	HOLLAND & KNIGHT

This Contract, entered into this the 20th day of January, 2015 by and between the CITY OF EDINBURG, a municipal corporation, situated in Hidalgo County, Texas (herein called "City") and HOLLAND & KNIGHT (herein called "Liaison").

RECITALS

WHEREAS, it is the desire of the City to engage the services of the Liaison to assist the City and the Edinburg Economic Development Corporation (EEDC) with future and pending legislation in the current and future United States of America Legislative Session and Texas Legislative Session when requested; and

WHEREAS, Liaison possesses the knowledge and background necessary to provide services requested; and

WHEREAS, it is the desire of the Liaison to provide such services;

NOW, THEREFORE, the Parties do mutually agree as follows:

SECTION I
RESPONSIBILITIES OF LIAISON

Liaison shall use its best efforts to provide the following services:

- a. To keep the administrative staff of the City and the EEDC aware of all pending bills which might impact the City and the economy, and to promote the business development of the City and EEDC;
- b. To advocate or oppose legislation on behalf of the City and the EEDC;
- c. To advocate and lobby for the City and the EEDC to state and federal agencies for the development, funding, and betterment of the City and EEDC projects;
- d. To coordinate, when necessary, with state and federal elected officials to promote City and EEDC business;
- e. To draft and/or assist with drafting legislation on behalf of the City and EEDC;
- f. Any additional services as outlined in Exhibit "A."

RECEIVED

FEB 19 2015

Additionally, Liaison shall:

1. Submit to the City and the EEDC written monthly reports regarding the status of the pending legislation and activity on behalf of the City and the EEDC.
2. File all written statements and reports as required by Section 305.026 of the Texas Government Code or as otherwise required by state and/or federal law, and shall in connection with all services performed hereunder comply with appropriate laws and regulations of the State of Texas and the United States of America.
3. Devote such time as is reasonably necessary for satisfactory performance of duties under this Contract.

This Contract may be amended by mutual agreement of the parties in writing to be attached to and incorporated into this Contract.

Neither this Contract nor any duties or obligations under it shall be assignable by the Legislative Liaison without the prior written consent of the City Manager.

This Contract constitutes the sole and only Contract of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting this subject matter.

SECTION II **TIME OF PERFORMANCE**

Liaison agrees to perform services identified in Section I for one year commencing on January 1, 2015 and ending on December 31, 2015.

SECTION III **NON-APPROPRIATIONS**

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

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

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

SECTION IV
RESPONSIBILITIES OF CITY

City agrees to pay Liaison \$12,000 per month. The \$12,000 per month covers all legislative/legal services, including out-of-pocket business expenses.

Payment for services and business expenses shall be paid upon receipt of invoice from Liaison to be submitted at the end of the month of service.

SECTION V
TERMINATION OF CONTRACT

Either party to this Contract shall have the right to terminate this Contract at any time after thirty (30) days' written notice.

SECTION VI
SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefits of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SECTION VII
SEVERABILITY

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

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

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each

party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

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

SECTION IX
VENUE

Venue for the purposes of enforcement of this Contract shall be in Hidalgo County, Texas.

SECTION X
RIGHT TO RECOVERY

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party, if allowable by the applicable law, shall have the right to recover reasonable attorney's fees in addition to any other entitled relief.

EXECUTED by the parties in triplicate originals on the day and year first written above.

CITY OF EDINBURG:

BY: 
Ramiro Garza, Jr., City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: 
Myra L. Ayala Garza, City Secretary



APPROVED AS TO FORM:

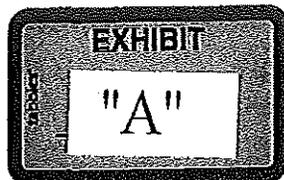
PALACIOS, GARZA & THOMPSON, P.C.

BY: 
City Attorney

HOLLAND & KNIGHT

BY: Rich Gold

Richard M. Gold, Partner
800 17th Street N.W., Suite 1100
Washington, D.C. 20006
Phone: (202) 955-3000
Fax: (202) 955-5574



HOLLAND & KNIGHT LLP
TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service; other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to

services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts,

circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Lisa Ann Barkovic
Sr Public Affairs Advisor
(202) 419-2486
lisa.barkovic@hklaw.com

December 23, 2014

Mr. Ramiro Garza, Jr.
City Manager
The City of Edinburg
415 W. University Drive
Edinburg, TX. 78541

Re: Federal Legislative Consulting Extension of Services

Dear Mr. Garza:

Thank you for retaining Holland & Knight LLP ("H&K") to provide federal legislative consulting services to the City of Edinburg. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity utilizing non-lawyer personnel. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

Mr. Ramiro Garza, Jr
City Manager
December 23, 2014
Page 2

The terms of this engagement will be January 1, 2015 through December 31, 2015. Our fee for this period will be \$12,000 per month. This level of billing represents a discount from standard billing rates, which we provide from time to time to public sector clients as a public service. Our monthly fee is inclusive of routine costs and out-of-pocket expenses, including our travel to meet with the City, long distance telephone, photocopying, facsimile, ground transportation and meals.

This engagement is renewable upon mutual consent of both parties. Either party may terminate this agreement at any time by providing 30 days written notice.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing below and returning a copy of the signed letter to me. If you have any questions about the terms, please feel free to contact me

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP



LISA ANN BARKOVIC
SENIOR POLICY ADVISOR

Enclosure

Approved this _____ day of _____, 2014.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Approval of an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation (EEDC) for the Funding Participation for Legislative Services Conducted by Pathfinders Public Affairs. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

On January 1, 2013, the Edinburg Economic Development Corporation (EEDC) entered into an initial two year agreement with Pathfinders Public Affairs to provide legislative representation services through December 31, 2014 with professional service fees of \$10,000 per month. In January 1, 2015, an additional two year agreement was approved through December 31, 2017 with professional service fees of \$12,500 per month.

The purpose of this Agreement is to set out the 50/50 cost share between the City and the Edinburg Economic Development Corporation (EEDC) relating to Legislative representation with Pathfinders Public Affairs for FY 2014-15, FY 2015-16, and FY 2016-17 to assist the City and EEDC by providing representation. This includes monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the EEDC and the City.

RECOMMENDATION:

Approve Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation (EEDC) for the Funding Participation for Legislative Services Conducted by Pathfinders Public Affairs.

REVIEWED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

PREPARED BY:

Sonia Marroquin,
Assistant City Manager

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Sonia Marroquin
Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS § **INTERLOCAL AGREEMENT BETWEEN THE**
 § **EDINBURG ECONOMIC DEVELOPMENT**
 § **CORPORATION AND THE CITY OF EDINBURG**
COUNTY OF HIDALGO § **FOR THE FUNDING PARTICIPATION FOR**
 § **LEGISLATIVE SERVICES CONDUCTED BY**
CITY OF EDINBURG § **PATHFINDERS**

This Interlocal Agreement is made on this the _____ day of March, 2016, by and between the Edinburg Economic Development Corporation, a non-profit Development Corporation (hereinafter the "EEDC") created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended, whose principal place of business is located at 101 N. 10TH Ave., Edinburg, Hidalgo County, Texas, and the City of Edinburg (hereinafter the "City") whose principal place of business is located at 415 West University Drive, Edinburg, Hidalgo County, Texas.

RECITALS

WHEREAS, the EEDC has had and continues to have an existing contract (hereinafter referred to as the "Contract") with Pathfinder Public Affairs for the engagement of legislative representation to the EEDC and the City by providing representation, including monitoring and intelligence gathering within the executive and legislative branched of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the EEDC and the City; and

WHEREAS, the City had agreed to assist with the funding by reimbursing the EEDC in the amount as set for the in this Agreement; and

WHEREAS, the EEDC and the City have determined that the City and its residents have and will continue to receive a benefit from the services provided under the Contracts; and

WHEREAS, the purpose of this Agreement is for the City and the EEDC to set out the payments and/or reimbursements relating to the following Contracts:

1. Contract dated January 22, 2013 between EEDC and Pathfinder Public Affairs (Legislative Liaison) attached hereto as Exhibit "B"; and
2. Contract dated March 17, 2015 between EEDC and Pathfinder Public Affairs (Legislative Liaison) attached hereto as Exhibit "A"; and

WHEREAS, the EEDC and CITY are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

**SECTION I
TERMS**

1. The EEDC shall pay for the legislative services provided for under the Contracts attached as Exhibit "A" and "B" directly to the Legislative Liaison.
2. In consideration for the services received under the Contracts listed below and this Agreement, the City agrees to reimburse the EEDC as follows:
 - a. Under the Contract dated January 22, 2013 attached as Exhibit "A," the City agrees to reimburse the EEDC fifty percent (50%) of all amounts paid for services rendered pursuant to the Contract for the months of October, November, and December of the year 2014, which is a total amount of Fifteen Thousand and 00/100ths Dollars (\$15,000.00); provided however that such reimbursement shall be made based upon copies of receipts and/or invoices and such other evidence of amounts due as may be reasonably required by the City; and
 - b. Under the Contract dated March 17, 2015 attached as Exhibit "A," the City agrees to reimburse the EEDC fifty percent (50%) of all amounts paid for services rendered pursuant to the Contract, which is a total amount of One Hundred Fifty Thousand and 00/100th Dollars (\$150,000.00); provided however that such reimbursement shall be made based upon copies of receipts and/or invoices and such other evidence of amounts due as may be reasonably required by the City.
 - c. The reimbursement payments provided for under this Agreement shall be paid by the City as follows:
 - i. Upon the execution of this Agreement, the City shall make payment to EEDC in the amount of Seventy-One Thousand Two Hundred Fifty and 00/100ths (\$71,250.00); and (This payment is the total amount for services rendered and paid for during the 2014-2015 Fiscal Year and 2015-2016 Fiscal Year.)
 - ii. On October 1, 2016, the City shall make payment to EEDC in the amount of Seventy Five Thousand and 00/100th Dollars (\$75,000.00); and (This payment is the total amount for services rendered and paid for during the 2016-2017 Fiscal Year.)
 - iii. On October 1, 2017, the City shall make a payment in the amount of Eighteen Thousand Seven Hundred Fifty and 00/100th Dollars

(\$18,750.00). (This payment is the total amount for services rendered and paid during the 2017-2018 Fiscal Year, which only includes October, November and December of 2017.)

SECTION II NON-APPROPRIATIONS

- A. Notwithstanding anything in the Contract documents and this 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 this Agreement by providing (10) ten days written notice to the other party.
- C. Furthermore, execution of this Agreement does not automatically guarantee a renewal of the Contract and/or this Agreement upon expiration.

SECTION III ALTERNATE DISPUTE RESOLUTION/ NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event not later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith, the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy.

SECTION III GENERAL TERMS

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit

condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

- H. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of law's provisions. Venue for any dispute arising out of or concerning this Agreement shall lie exclusively in a state court of competent jurisdiction in Hidalgo County, Texas.
- I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2016.

[The remainder of this page was intentionally left blank]

CITY OF EDINBURG

BY: _____
Richard M. Hinojosa, City Manager

ATTEST:

Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:
PALACIOS GARZA & THOMPSON P.C.**

BY: _____
City Attorney

**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

BY: _____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:

, EEDC Attorney

**EXHIBIT "A" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC CITY OF EDINBURG DEVELOPMENT CORPORATION AND THE CITY OF
EDINBURG FOR FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES
CONDUCTED BY PATHFINDER PUBLIC AFFAIRS.**

**EXHIBIT "B" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC CITY OF EDINBURG DEVELOPMENT CORPORATION AND THE CITY OF
EDINBURG FOR FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES
CONDUCTED BY PATHFINDER PUBLIC AFFAIRS.**

**EXHIBIT "A" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC CITY OF EDINBURG DEVELOPMENT CORPORATION AND THE CITY OF
EDINBURG FOR FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES
CONDUCTED BY PATHFINDER PUBLIC AFFAIRS.**

Pathfinder

Public Affairs

PROPOSAL FOR LEGISLATIVE REPRESENTATION

Rene A. Ramirez, Pathfinder Public Affairs (Consultant) will provide legislative representation to Edinburg Economic Development Corporation (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of January 01, 2015. This Agreement will terminate on December 31, 2017, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30 day written notice to the other party.

SCOPE OF SERVICES:

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultants propose to provide the following services:

- Confer, advise and participate in the passage, amendment or defeat of legislation during any regular or Special Session of the Legislature, and advise on strategy that should be followed to accomplish the desired results;
- Confer with legislative leaders on the organization of committees and subcommittees, reference of legislation to committees and subcommittees, and timing of consideration of legislation;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate;
- Maintain a continuing relationship with relevant state agencies;
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the Client; and

- Generally use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client.
- Meet with the Client representatives as needed.

In consideration for such services, all of which are to be personally supervised by _____, the Client shall pay professional fees of \$12,500.00 per month.

Consultants will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office or any referendum issue. Neither Consultants nor any third party acting on behalf of Consultants will have or will hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultants represent and warrant that they are free to enter into and fully to perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultants' obligations hereunder.

Consultants will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

This Agreement will be governed by the laws of the State of Texas.

Agreed: _____ Dated: _____
Edinburg Economic Development Corporation

Agreed: _____ Dated: 3/17/15
Pathfinder Public Affairs

**EXHIBIT "B" TO INTERLOCAL AGREEMENT BETWEEN THE EDINBURG
ECONOMIC CITY OF EDINBURG DEVELOPMENT CORPORATION AND THE CITY OF
EDINBURG FOR FUNDING PARTICIPATION FOR LEGISLATIVE SERVICES
CONDUCTED BY PATHFINDER PUBLIC AFFAIRS.**

STATE OF TEXAS	§	LEGISLATIVE REPRESENTATION
COUNTY OF HIDALGO	§	AGREEMENT BETWEEN THE EDINBURG
CITY OF EDINBURG	§	ECONOMIC DEVELOPMENT CORPORATION
	§	AND PATHFINDER PUBLIC AFFAIRS

This Agreement is made by and between the Edinburg Economic Development Corporation (hereinafter the "EEDC" or "Client"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq., as amended (hereinafter the "Act") whose principal place of business is located at 602 W. University, Edinburg, Hidalgo County, Texas, and Pathfinder Public Affairs (hereinafter "PATHFINDER"), a Texas Corporation, whose principal place of business is located at 612 Nolan, Ste 415, Edinburg, Hidalgo County, Texas 78541.

RECITALS

WHEREAS, PATHFINDER is in the business of providing legislative representation services within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the EEDC; and

WHEREAS, Pathfinder will provide legislative representation to the Edinburg Economic Development Corporation; and

WHEREAS, Pathfinder will use its abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the EEDC.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, the EEDC and Pathfinder has agreed and do hereby agree to the following:

SECTION I
SERVICES

Pathfinder shall use its best efforts to provide the following services:

1. Confer, advise and participate in the passage, amendment or defeat of legislation during any Regular or Special Session of the Legislature, and advise on strategy that should be followed to accomplish the desired results;
2. Confer with legislative leaders on the organization of committees and subcommittees, reference of legislation to committee and subcommittees, and timing of consideration of legislation;
3. Maintain a continuing relationship with the members and key officers and employees of the House and Senate;

4. Maintain a continuing relationship with relevant state agencies;
5. If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the EEDC;
6. Generally use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the EEDC; and
7. Meet with representatives of the EEDC as needed.

SECTION II
TIME OF PERFORMANCE

Pathfinder agrees to perform the services identified in Section I for a period of two (2) years, beginning January 1, 2013 and ending on December 31, 2014.

SECTION III
PAYMENT OF FEES AND EXPENSES

The EEDC agrees to pay Pathfinder \$10,000 per month for his services. Payment for services shall be paid upon receipt of invoice from Pathfinder.

Subject to the policies of the EEDC, and the limitations set out herein, Pathfinder is authorized to incur the following business expense for promoting the business of the EEDC, and will be reimbursed for all such expenses as follows:

- a. Reasonable out of pocket office expenses which will include travel (when required and only with the prior approval of the EEDC), long distance telephone calls, telecopying and photocopying expenses, courier services, postage, and a pro-rata share of the Texas Legislative Service which electronically tracks all legislation;

Pathfinder agrees that before incurring any expense greater than \$250.00, Pathfinder shall obtain prior approval from the EEDC. All reimbursement requests shall be accompanied by receipts and shall be submitted with payment invoice on a monthly basis.

If Pathfinder and the EEDC decide that further services are needed in addition to those specified in this Agreement during the legislative session, then the EEDC and Pathfinder may renegotiate this Agreement based on mutually agreeable terms, if necessary.

SECTION IV
TERMINATION OF CONTRACT

Either party to this Agreement shall have the right to terminate this Agreement at any time after thirty (30) days' written notice. In such event of termination, Pathfinder shall be paid through the date of performance of Pathfinder's services.

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

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith, the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy.

SECTION VI
GENERAL TERMS

A. Assignment. The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Successor and Assigns. This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement

acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. Invalidity. 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 this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. Notice. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC, to: Edinburg Economic Development
 Corporation
 602 W. University Dr.
 Edinburg, Texas 78539

With a copy to: Cynthia Contreras Gutierrez
 Contreras Gutierrez and Associates
 10113 N. 10th St., Suite L
 McAllen, Texas 78504

If to Pathfinder Public Affairs
to:

1612 Nubona, Ste 415
McAllen, TX 78504
Attn: Rene Ramirez

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this Agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.

I. **Severability.** Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in this Agreement are held by a court of competent jurisdiction to be unreasonable or impose a greater restraint than is necessary to protect the goodwill or other business interest of the Company, the court shall reform the covenants to the extent necessary to cause the limitations contained in the covenants to be reasonable and to impose a restraint that is not greater than necessary to protect the goodwill or other business interest of the Company and enforce the covenants as reformed.

J. **Counterparts.** This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this 22nd day January, of 2013 but the Agreement is effective as of January 1, 2013.

APPROVED AS TO FORM:

By: 
Cynthia Contreras Gutierrez,
EEDC Attorney

EDINBURG ECONOMIC
DEVELOPMENT CORPORATION

By: 
Nelda Ramirez
Executive Director

PATHFINDER PUBLIC AFFAIRS

By: 
Name: Rene Ramirez
Title: President

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Approval of a Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County Regional Mobility Authority (HCRMA) to Promote the Importance of Regional Infrastructure Through the International Bridge Trade Corridor (IBTC). [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The Hidalgo County Regional Mobility Authority (HCRMA) provides transportation and mobility based services for the current freight infrastructure project known as the International Bridge Trade Corridor (IBTC).

The HCRMA and the City of Edinburg share the goal of improving mobility within the City and throughout the region. This MOU is not a contract, but serves only as a statement of the general intention of The City of Edinburg along with other supporting cities in South Texas to work together as a region to establish a partnership to promote the importance of regional infrastructure through the IBTC project and alleviate the current congestion affecting all cities here in the Rio Grande Valley. The HCRMA and all supporting cities will create public awareness by organizing planning meetings with the current entities and work together in providing effective regional support for the IBTC project and for any potential competitive grant applications that may be offered through the federal or state government.

RECOMMENDATION:

Approve Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County Regional Mobility Authority (HCRMA) to Promote the Importance of Regional Infrastructure Through the International Bridge Trade Corridor (IBTC).

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP

Ricardo Palacios
CityAttorney

/s/Richard M. Hinojosa

Richard M. Hinojosa
City Manager

/s/Sonia Marroquin

Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
CITY OF PHARR, EDINBURG, MCALLEN, MISSION, SAN JUAN, ALAMO, DONNA,
WESLACO, EDCOUCH, ELSA, LA VILLA, MERCEDES, PROGRESO, PALMHURST,
PALMVIEW, PENITAS, GRANJENO, LA JOYA, & HIDALGO**

WHEREAS, Hidalgo County Regional Mobility Authority (hereinafter referred to as **HCRMA**) provides the highest quality transportation and mobility based services, in the most efficient and cost-effective manner, to facilitate and execute the needs that are established for the current freight infrastructure project known as the International Bridge Trade Corridor (IBTC) as determined by the Texas Department of Transportation or the United States Department of Transportation; and

WHEREAS, The cities of Pharr, Edinburg, McAllen, Mission, San Juan, Alamo, Donna, Weslaco, Edcouch, Elsa, La Villa, Mercedes, Progreso, Palmhurst, Palmview, Penitas, Granjeno, La Joya, & Hidalgo

(Hereinafter referred to as **ALL CITIES LISTED**) provide services to increase the business activity of South Texas through their local economic development entities and/or municipal efforts;

NOW, THEREFORE, BE IT RESOLVED BY, HCRMA and ALL CITIES LISTED hereby enter into this Memorandum of Understanding (hereinafter "MOU") to establish a partnership in areas of benefit to both entities.

I.

RESOLVED, THAT the purpose of this MOU between HCRMA and ALL CITIES is as follows:

- To promote the importance of regional infrastructure through the International Bridge Trade Corridor project and alleviate the current congestion affecting all cities here in the Rio Grande Valley, and
- To create a public awareness of the viability of the region in terms of providing Texas and the United States the necessities needed in reference to raw commodities and fresh produce crossing our ports of entry on a daily basis. The public must be fully informed and aware of the current and future impact that trade and commerce has on the region, state, and national level.

II.

RESOLVED, THAT to achieve these goals, HCRMA and ALL CITIES ABOVE, insofar as the means of each allow, will:

- Organize planning meetings with the current entities and work together in providing effective regional support for the IBTC project and for any potential competitive grant applications that may be offered through the federal or state government.
- Advocate for the importance of the current IBTC project and prioritize it as a need for their community.

III.

RESOLVED, THAT the two main entities involved being the city of Pharr and the HCRMA shall designate a coordinator to oversee and facilitate the implementation of this MOU and keep all additional city entities apprised of all developments occurring within this particular freight infrastructure project.

For HCRMA: Pilar Rodriguez Executive Director; PO BOX 1766, Pharr, Texas, 78577;
Phone: (956) 402-4762; prodriguez@hcrma.net

For City of Pharr: Juan Guerra, City Manager; 118 S. Cage Blvd, Pharr, TX 78577; Phone: (956) 402-4000; juan.guerra@pharr-tx.gov

The coordinators, working with other appropriate administrators at the respective entities, shall have the following responsibilities:

- To act as principal contacts for individual and group discussions and to plan and coordinate all collaborative events and press conferences as they see fit project deadlines and actual timeline.
- To distribute to updated information on the project as it develops.

IV.

THIS MOU IS NOT A CONTRACT. THIS MOU SERVES ONLY AS A STATEMENT OF THE GENERAL INTENTION OF THE PARTIES AND IS NOT INTENDED TO BE LEGALLY BINDING NOR INTENDED TO BE CONSTRUED AS AN AGREEMENT ON ANY MATTERS MENTIONED. NO ORAL AGREEMENT OR CONDUCT OF THE PARTIES (INCLUDING PARTIAL PERFORMANCE) IN RESPECT OF MATTERS STATED IN THIS MOU SHALL BE DEEMED TO IMPOSE ANY OBLIGATION OR LIABILITY ON EITHER PARTY.

THIS MOU IS NOT INTENDED TO CONSTITUTE, CREATE, GIVE EFFECT TO, OR OTHERWISE FORM A JOINT VENTURE, OR OTHER BUSINESS ENTITY OF ANY KIND. NEITHER PARTY SHALL ACT AS AN AGENT FOR, OR PARTNER OF, THE OTHER PARTY. THERE ARE NEITHER ANY RIGHTS NOR OBLIGATIONS OF THE PARTIES ESTABLISHED UNDER THIS MOU.

V.

Although the intention of this MOU is to discuss and negotiate issues with respect to a partnership between the Parties for a specific purpose as stated in Part I above, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different partnerships with other companies or entities of their choice.

VI.

All publications resulting from the partnership between the two entities must give recognition to this MOU. Likewise, the MOU must also be mentioned in all workshops or discussions that result from collaboration under the terms hereof.

Should any collaboration result in any potential for intellectual property, the Parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the Parties.

The Parties agree to comply with all applicable federal, state, and municipal laws; ordinances, rules, and regulations; and all applicable requirements of any accreditation authority and to certify such compliance upon request.

VII.

This MOU will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this MOU will be effective unless in writing and signed by the Parties.

Further agreements concerning any program will provide details concerning the specific commitments made by each party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the Parties. The scope of the activities under this agreement will be determined by the funds regularly available at both entities for the types of collaboration undertaken and by financial assistance as may be obtained by either entity from external sources.

VIII.

The Parties intend to discuss with each other press releases in connection with this MOU prior to publication of any press release.

IX.

The Parties understand that they are proceeding at their own risk. Nothing contained in this MOU is to be construed as providing for the sharing of costs arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other Parties efforts in connection with this MOU.

X.

Upon approval by each entity, this Memorandum will remain in effect beginning on **DATE**, 2016 and ending on **DATE** 2021, unless terminated earlier by either entity. Such termination by any entity will be effected by giving the other entity at least thirty (30) days' advance written notice of its intention to terminate. Termination will be without penalty. If this MOU is terminated, neither HCRMA nor THE CITIES LISTED will be liable to the other for any monetary or other losses, which may result.

Commented [CG1]: Should the date be today or the actual date of the Press conference in April? I apologize this is new to me.

Notwithstanding the above, the period of this MOU will, if necessary, be extended with consent in writing from the Parties.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF **INSERT NAME**, TEXAS, ON THIS THE **DATE** DAY OF MARCH, 2016, A.D.

Commented [PAR2]: This MOU should go to City Commission for approval.

EXECUTED by HCRMA and THE CITIES LISTED in duplicate copies, each of which will be deemed an original.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THE CITY OF **INSERT**

By: _____

By: _____

(Signature)

(Signature)

Name: PILAR RODRIGUEZ
Title: HCRMA EXECUTIVE DIRECTOR

Name: **INSERT**
Title: MAYOR, CITY OF **INSERT**

Date: _____

Date: _____

“Triple Crown City”



MAYOR
Ambrosio “Amos” Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto “Bobby” Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

CITY MANAGER
Juan G. Guerra, CPA

March 2, 2016

The attached MOU will serve as a non-binding document between the Hidalgo County Regional Mobility Authority and ALL CITIES LISTED.

The MOU will be submitted in the context of solidifying regional support for the International Bridge Trade Corridor project for any available funding mechanisms provided by the federal government through the recently passed FAST ACT.

In the event that a city listed in the current MOU selects not to partake in regional project, an amended version will be sent to you for an updated signature. The amended MOU will not require city council approval due to the nature of the revision itself. The amendment will include the removal of the city in question.

If you have any questions or concerns, please feel free to contact myself, Cynthia Garza-Reyes, City of Pharr EDC, Director of Business Development and Infrastructure (956-402-4332).

RESOLUTION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
MARCH 22, 2016

Consider Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Homeland Security - Homeland Security Grant Program through the County of Hidalgo Sheriff's Office, for 2016 Operation Stonegarden Grant and Execute any Other Documents Related Thereto.
[David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The Hidalgo County Sheriff's Office is soliciting an application for 2016 Operation Stonegarden Grant (OPSG) funded by the U.S Department of Homeland Security, through the State of Texas Governor's Division of Emergency Management. Operation Stonegarden supports enhancement cooperation and coordination among Customs and Border Protection, United States Border Patrol, and local, tribal, territorial, state and Federal law enforcement agencies. The OPSG Program funds' investments in joint efforts to secure the Unites States' borders along routes of ingress and from international borders to include travel corridors in states bordering Mexico. OPSG is designed to disrupt smuggling and other criminal activities that not only affect the City of Edinburg but may have national consequences.

The City of Edinburg intends to apply for \$275,076 in order to compensate the overtime costs for Commissioned Police Officers, operational cost to implement increased patrol and investigative activities and \$120,381 to purchase a portable Tower Surveillance System. The Tower provides officers a 25 foot, 360 degree view in a safe environment and a camera recording system. Matching funds are not required.

The grant period is from September 1, 2016, through August 31, 2019. Anticipated award date is no later than September 30, 2016.

RECOMMENDATION:

Approve Resolution Authorizing the City Manager to Submit Grant Application to the U.S. Department of Homeland Security – Homeland Security Grant Program through the County of Hidalgo Sheriff's Office, for 2016 Operation Stonegarden Grant and Execute any Other Documents Related Thereto.

REVIEWED BY:

PREPARED BY:

Lt. Chad Dufner

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

RESOLUTION NO. _____

AUTHORIZE THE CITY MANAGER TO SUBMIT GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY – HOMELAND SECURITY GRANT PROGRAM THROUGH THE COUNTY OF HIDALGO SHERIFFS’S OFFICE, FOR 2016 OPERATION STONEGARDEN GRANT AND EXECUTE ANY OTHER DOCUMENTS RELATED THERETO.

WHEREAS, the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the U.S. Department of Homeland Security – Homeland Security Grant Program through the County of Hidalgo Sheriff’s Office in the amount of \$275,076 in order to compensate the overtime costs for Commissioned Police Officers, operational cost to implement increased patrol and investigative activities and \$120,381 to purchase a portable Tower Surveillance System; and

WHEREAS, no matching funds are required; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the City of Edinburg designates the City Manager as the grantee’s authorized official, and the authorized official is given the power to apply for, accept, alter, terminate and execute all documents related to the 2016 Operation Stonegarden Grant on behalf of the City.

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

SECTION 1: The City Council hereby authorizes the City Manager to submit a grant application to the U.S. Department of Homeland Security – Homeland Security Grant Program through the County of Hidalgo Sheriff’s Office, accept, alter, terminate and execute all grant documents.

SECTION 2: The Applicant hereby certifies that a copy of the application does not need to be submitted to the appropriate regional council of governments for Texas Review and Comments System consideration as specified in the call for applications.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 22nd day of March, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney