



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
APRIL 05, 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. PRESENTATIONS

- A. Presentation Regarding Nevaeh's Haven of Warriors as Requested by Mayor Richard H. Garcia. [Irma Garza, Public Information Director]
- B. Presentation Recognizing the Dustin Michael Sekula Memorial Library as Recipient of the 2015 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association. [Leticia S. Leija, Director of Library & Cultural Arts]

V. PROCLAMATIONS

- A. Presentation of Proclamations Recognizing:
 - 1. April 10-16, 2016 as National Library Week, as Requested by Dustin Michael Sekula Memorial Library. [Leticia S. Leija, Director of Library & Cultural Arts]
 - 2. April 10-16, 2016 as Volunteer South Texas Week, as Requested by Jeanette Ahlenius, Volunteer Program Coordinator, Volunteer South Texas. [Richard M. Hinojosa, City Manager]
 - 3. April 2016 as Month of the Military Child, as Requested by the Boys & Girls Clubs of Edinburg RGV. [Sabrina Walker-Hernandez, Chief Professional Officer, Boys & Girls Clubs of Edinburg RGV]

VI. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District, Being the West 15.00 Acres of Lot 11, Kelly-Pharr Subdivision, Located at 1102 West Canton Road, as Requested by SAMES Inc. **(Requires 4/5 vote by the City Council to overturn Planning & Zoning Commission Action)** [Jesus R. Saenz, Director of Planning & Zoning]
- B. Hold Public Hearing and Consider Ordinance for the Rezoning Request from Agriculture (AG) District to Auto-Urban Residential (AU) District, Being 19.24 Acres out of Lot 7, Block 4, John Closner Subdivision, Located 600 Feet North of the Intersection of Veterans Blvd. and Alberta Rd., as Requested by Maria Altagracia Flores. **(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 for the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 5 (NC 5) District to Commercial Neighborhood (CN) District, Being Lot 1, Wisconsin Subdivision, Located at 3505 Amando Street, as Requested by Teody Ray Llasos. **(Requires 4/5 vote by City Council to overturn Planning and Zoning Commission Action)** [Jesus R. Saenz Director of Planning & Zoning]
- D. Hold Public Hearing and Consider Ordinances for the Comprehensive Plan Amendment from Office Business Park Uses to Auto-Urban Uses and the Rezoning Request from Commercial General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) District, Being 59.44 Acres Out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey, Located at 594 South MonMack Road, as Requested by First National Bank. [Jesus R. Saenz, Director of Planning & Zoning]
- E. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages and Late Hours for The Reserve, Being Lots 31 and 32 Sheaval Subdivision, Located at 205 Conquest Boulevard, as Requested by Robert Tijerina. [Jesus R. Saenz, Director of Planning and Zoning]
- F. Hold Public Hearing and Consider an Extension of Variance Approval to the Unified Development Code Article 12, Signs, Division 12.203, Off-Premise Signs for Rio D.M.E Medical Supply Services, Being the South 65.3 Feet out of the North East 265.3 Feet out of the East Half of Block 6 Country Club Place, Located at 1217 South Closner Blvd. as Requested by Jessica and Marie Lozano. [Jesus R. Saenz Director of Planning & Zoning]

VII. ORDINANCES

- A. Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Fees for a Special Event, "Fire Stoppers Run & Ride" to be Held May 21, 2016, at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at the Intersection of Raul Longoria Road and East Sprague Street, as Requested by Mr. Frankie Joe Salinas. [Jesus R. Saenz, Director of Planning and Zoning]
- B. Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Application Fees for a Special Event, the "National Day of Prayer" to be

held May 5, 2016 at the Hidalgo County Courthouse, Being all of Blocks 231, 232, 253, and 254, Edinburg Original Townsite, Located at 100 North Closner Blvd., as Requested by Adrian Esparza. [Jesus R. Saenz, Director of Planning and Zoning]

- C. Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event, "Doctor's Hospital at Renaissance Hospital Week" to be Held May 14, 2016, at the Edinburg Parks and Recreation Center, Being Lot 10, Section 271, Texas-Mexican Railway Company Survey, Located at 123 East Palm Drive, as Requested by Ms. Laura Cisneros. [Jesus R. Saenz, Director of Planning and Zoning]

VIII. VARIANCES

- A. Consider Variance Request to the City's Unified Development Code as follows: Article 8 Streets, Utilities, and Drainage, for Ranchitos De San Carlos Subdivision, Being a 17.10 Acre Tract of Land out of Lots 10 & 11, R. B. Curry Survey Subdivision No. 3, Located on the East Side of 83rd Street and South of Curry Road, as Requested by R. E. Garcia and Associates. [Jesus R. Saenz, Planning & Zoning Director].
- B. Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design and Article 8 - Streets, Utilities, and Drainage, for Border Town Subdivision No. 2, Being a 69.62 Acre Tract of Land out of Lots 15 & 17, Block 70, Engelmann Re-Subdivision, Located on the East Side of Uresti Road and North of FM 2812, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning].
- C. Consider Variance Request to the City's Unified Development Code as follows: Article 3 - District and Bulk Standards, for Mon Mack Landing Phase 1 Subdivision, Being a 34.43 Acre Tract of Land out of Lot 1, Lomas Y Lagos Subdivision, Located on the West Side of Mon Mack Road and North of Sprague Road, as Requested by Melden & Hunt, Inc. [Jesus R. Saenz, Director of Planning & Zoning].

IX. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2016-73, Reconstruction of One (1) Residence - 3116 Hackberry, in the Housing Assistance Program to Quality Investments, in the Amount of \$56,849 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Marissa Garza, Director of Community Development/Grants Management]
- B. Consider Awarding Bid No. 2016-74, Restoration of Marquee, to Rio Tex Neon Signs of Pharr, Texas in the Amount of \$20,048.91 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Ramiro L. Gomez, Director Solid Waste Management]
- C. Consider Awarding RFP No. 2016-009, City Guest WiFi Solution, to True IP Solutions and Authorize the City Manager to Negotiate and Execute a Service Agreement in an Amount Not-to-Exceed \$39,516.98. [Leo Gonzales, Jr., Director of Information Technology]

X. RESOLUTION

- A. Consider Approving Resolution Adopting the Hidalgo County Mitigation Action Plan 2016, for Hidalgo County to Become Eligible for any Future Federal Hazard Mitigation Grant Funding. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

XI. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Sign and Submit a Request for Change Order to Sprint for Re-banding City of Edinburg 800MHZ Radio System. [Shawn M. Snider, Fire Chief]
- B.** Consider Authorizing the City Manager to Enter Into a Contract with NAFECO, Inc., for Bid No. 2016-36, Personal Protective Equipment, in the Amount Not-to-Exceed \$23,990. [Shawn M. Snider, Fire Chief]
- C.** Discussion and Possible Action to Direct City Staff Regarding Proposed Support Agreement Concerning La Sienna Apartments. [Richard M. Hinojosa, City Manager]

XII. WAIVERS

- A.** Consider Authorizing the City Manager to Waive Rental Fees for the Use of the Edinburg Municipal Auditorium as Requested by the Rio Grande Valley Border Patrol to Host a Town Hall Meeting with Deputy Secretary of Homeland Security, Alejandro N. Mayorkas on April 6, 2016. [Richard M. Hinojosa, City Manager]
- B.** Consider Authorizing the City Manager to Waive Fees for the Use of Bleachers for the 1st Annual High School Mariachi Competition & Cook Off Hosted by Bert Ogden Chevrolet on Saturday, April 30, 2016 with Proceeds Benefiting the Food Bank of the Rio Grande Valley. [Richard M. Hinojosa, City Manager]

XIII. BUDGET

- A.** Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
 - 1. General Fund: FROM Motor Vehicles-Materials TO Motor Vehicles-Maintenance, in the Amount of \$4,000. [Shawn M. Snider, Fire Chief]
 - 2. C.D.B.G. Fund: FROM Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; Workers Compensation Insurance; Office Supplies; Food; Motor Vehicle Fuel, Oil, Etc.; Motor Vehicles; Communications; Travel, Training, Meetings; Professional Services; Professional Services-Other; Contractual Housing Rehab/Recon; Dentist Who Care; and Angels of Love TO Contractual Housing Rehab/Recon Year 41, in the Amount of \$25,873.05. [Marissa Garza, Director of Community Development/Grants Management]

XIV. ELECTION

- A.** Discuss and Consider Authorizing City Staff to Proceed With the Proposed Order of Special Election to be Held on November 08, 2016 Regarding the City of Edinburg Charter Amendment. [Myra L. Ayala Garza, City Secretary]

XV. CONSENT AGENDA

- A.** Consider Approval of City Council Minutes for 2011, 2013, and 2015 Regular Meetings and Special Meetings. [Myra L. Ayala Garza, City Secretary]

XVI. 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.

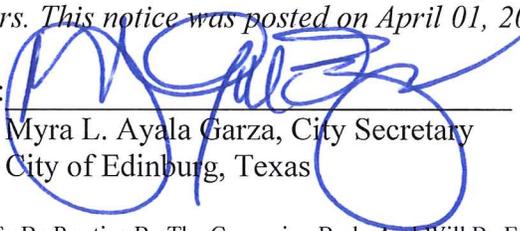
- A. Discussion and Possible Action Regarding Legal Issues Concerning Health Insurance Agent of Record for Employee Health and Voluntary Insurance. (§551.071. Consultation with Attorney; Closed Meeting.)
- B. Discussion and Possible Action Regarding Economic Development Incentives Regarding Project Spread. (§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.)

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.

XVII. 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 April 01, 2016 at 4:00 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.

PRESENTATIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Presentation Regarding Nevaeh's Haven of Warriors as Requested by Mayor Richard H. Garcia. [Irma Garza, Public Information Director]

STAFF COMMENTS AND RECOMMENDATION:

Mayor Richard H. Garcia is a member of the of the U.S. Conference of Mayors, a non-partisan organization of cities with populations of 30,000 or more. It's primary role is to promote the development of effective national urban/suburban policy; strengthen federal-city relationships; ensure that federal policy meets urban needs; provide mayors with leadership and management tools; and create a forum in which mayors can share ideas and information. During the 83rd Annual Meeting in June of 2015, each of the 273 Mayors in attendance, were given a mini I-PAD to use for the four-day conference, with the understanding they would be donated to a non-profit organization for operational purposes.

Mayor Garcia today welcomes and recognizes Nevaeh's Haven of Warriors, a new non-profit organization in the community that focuses on childhood cancer. This newly formed 501(C)3 organization focuses on spreading awareness and shining hope on childhood cancer which happens to be the number one cause of death by disease among children.

Because of the high incidence of cancer in our community, Mayor Garcia is joining Nevaeh's Haven of Warriors in raising awareness of the disease with the hope this small token will further its efforts and provide children and their families with the comfort and support needed to battle cancer.

RECOMMENDATION:

There Will Be No Action Taken.

REVIEWED BY:

PREPARED BY:

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

/s/Irma Garza, Director
of Public Information
Irma Garza
Director of Public
Information

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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Presentation Recognizing the Dustin Michael Sekula Memorial Library as Recipient of the 2015 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.
[Leticia S. Leija, Director of Library & Cultural Arts]

STAFF COMMENTS AND RECOMMENDATION:

The Dustin Michael Sekula Memorial Library has once again excelled in their services thus meriting this distinguished recognition. A binder full of activities and required documentation was submitted for consideration for the award, this binder is now available for viewing at the Dustin M. Sekula Memorial Library located at 1906 S. Closner Blvd.

In order to receive this award the participating Libraries must:

1. Conduct a Summer Reading program, for both children and teens.
2. Provide services to underserved populations either through outreach, special programs, collaborations with other libraries or organizations, special classes, special collections, etc...
3. Provide enhanced services to the public during the past year either through increase in service or a change in type of services.
4. Provide current marketing materials highlighting basic services and publicity about specific programs the library offers.
5. Develop a set of policies and procedures for the library which have been reviewed and updated within the past 5 years.
6. Provide cultural, topical and educational programming for adults and families.
7. Provide literacy support for all ages, i.e....GED, ESL and computer classes.
8. Invest in collaborative efforts and community partnerships.
9. Establish professional staff training to include training opportunities for staff at all levels.
10. Provide a Library web presence.

The Dustin Michael Sekula Memorial Library met and excelled in all 10 requirements. The Dustin M. Sekula Memorial Library has been honored with the Texas Municipal Library Directors' Association's "Achievement of Library Excellence Award" for the past six years in a row.

RECOMMENDATION:

There will be no action taken.

REVIEWED BY:

PREPARED BY:
Sylvia Gallardo

Richard M. Hinojosa
City Manager

Leticia Leja
Director of
Library/Cultural Arts

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

PROCLAMATIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Presentation of Proclamations Recognizing:

1. April 10-16, 2016 as National Library Week, as Requested by Dustin Michael Sekula Memorial Library. [Leticia S. Leija, Director of Library & Cultural Arts]
2. April 10-16, 2016 as Volunteer South Texas Week, as Requested by Jeanette Ahlenius, Volunteer Program Coordinator, Volunteer South Texas. [Richard M. Hinojosa, City Manager]
3. April 2016 as Month of the Military Child, as Requested by the Boys & Girls Clubs of Edinburg RGV. [Sabrina Walker-Hernandez, Chief Professional Officer, Boys & Girls Clubs of Edinburg RGV]

STAFF COMMENTS AND RECOMMENDATION:

1. First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. Today, Libraries are more about what they do, for and with library users as opposed to what they have for patrons. Libraries aren't only a place of quiet study, but also creative and engaging community centers where people can collaborate using new technologies and resources. The Dustin Michael Sekula Memorial Library is a vital center that provides essential educational resources, engaging programming, vibrant artistic events and cultural experiences that enrich the lives of our diverse community and whose vision is to connect through literacy, technology and the arts!
2. The City of Edinburg wants to celebrate volunteers and volunteerism and to encourage its citizens to volunteer to serve in an area non-profit during the week of April 10-16, 2016, by signing up for service projects on Volunteer South Texas.
3. The recognition of the "Month of the Military Child," was first established in 1986 by Defense Secretary Caspar Weinberger. It allows communities to pay tribute to military children for their commitment, their struggles and their unconditional support of our troops, because when parents serve in the military, their Kids Serve Too.

RECOMMENDATION:

There will be no action taken.

REVIEWED BY:

PREPARED BY:

Clarice Y. Balderas,
Administrative Assistant

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

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

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

NATIONAL LIBRARY WEEK 2016
APRIL 10-16, 2016

WHEREAS, Libraries are not just about what we have for people, but how we assist and involve people; and,

WHEREAS, Libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and,

WHEREAS, Libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies; and,

WHEREAS, Libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading; and,

WHEREAS, Libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with patrons' needs; and,

WHEREAS, Libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and,

WHEREAS, Libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power of authority vested in me by law, do hereby proclaim April 10-16, 2016 as National Library Week and encourage all residents to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you, Libraries Transform.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of April, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

VOLUNTEER SOUTH TEXAS WEEK

APRIL 10-16, 2016

WHEREAS, Over the past few years, the City of Edinburg and neighboring communities have dealt with numerous humanitarian and other relief efforts due to devastating wind storms and flooding in many of our communities and due to the surge of Central American immigrants through South Texas; and,

WHEREAS, The City of Edinburg and the entire Rio Grande Valley has experienced firsthand the importance of volunteerism and has learned the value of volunteers in our communities as we have seen individuals, businesses, non-profit agencies, hospitals, and others join together to meet these community needs; and,

WHEREAS, South Texas reached an important milestone this past fall with the establishment of a South Texas-wide volunteer program – **Volunteer South Texas**, launched by the United Way of South Texas; and,

WHEREAS, Volunteer South Texas (www.volunteersotx.org) is now a FREE internet platform that can connect thousands of individuals and groups to meaningful service projects here in South Texas, with over 17,000 “hits” to the website since its launch last fall and almost 100 community non-profit organizations and cities having already signed up and begun posting needs for volunteers; and,

WHEREAS, The City of Edinburg wants to celebrate volunteers and volunteerism and to encourage its citizens to volunteer to serve in an area non-profit during the week of April 10-16, 2016, by signing up for service projects on Volunteer South Texas.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby proclaim the week of April 10-16, 2016, as Volunteer South Texas Week 2016, and we declare that this will be a week to celebrate volunteers and volunteerism in South Texas. Let’s show the world how passionate South Texans are about volunteering in our communities!

IN WITNESS WHEREOF, I have hereunto set my hand and cased the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 5th day of April, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary



MONTH OF THE MILITARY CHILD APRIL 2016

WHEREAS, Thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the armed forces of the United States of America in active duty posts around the world; and,

WHEREAS, More than 40 percent of these soldiers, sailors, airmen, and Marines have left families with children behind; and,

WHEREAS, More than two million of America's children have at least one parent currently serving active military duty; and,

WHEREAS, These children are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they're taking care of us, we're taking care of their children; and,

WHEREAS, The recognition of the "Month of the Military Child," first established in 1986 by Defense Secretary Caspar Weinberger, will allow us to pay tribute to military children for their commitment, their struggles and their unconditional support of our troops, because when parents serve in the military, their Kids Serve Too; and,

WHEREAS, A month-long salute to military children will encourage support for "Kids Serve Too" and other organizations and campaigns established to provide direct support to military children and families; and,

WHEREAS, The Boys & Girls Club of Edinburg-RGV supports military children and provides comprehensive, effective services to the young people in our communities.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby proclaim April 2016, as Month of the Military Child and encourage all to observe the month with appropriate ceremonies and activities that honor, support and thank military children.

IN WITNESS WHEREOF, I have hereunto set my hand and cased the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 5th day of April, 2016.

CITY OF EDINBURG, TEXAS
By: _____
Richard H. Garcia, Mayor

ATTEST:
By: _____
Myra L. Ayala Garza, City Secretary

PUBLIC HEARINGS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District, Being the West 15.00 Acres of Lot 11, Kelly-Pharr Subdivision, Located at 1102 West Canton Road, as Requested by SAMES Inc. **(Requires 4/5 vote by the 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 Single Family Residential uses on the property located at 1102 West Canton Road, being the West 15.00 acres of Lot 11, Kelly-Pharr Subdivision. The Gateway plan the City's Comprehensive Plan designation for this property is Auto-Urban Uses and the approval of the rezoning request will allow Neighborhood Conservation uses on the subject property.

The property is currently zoned Suburban Residential (S) District and contains a Single Family Residential dwelling. The applicant is planning to convert the lot into a 54 lot single family residential development. The surrounding zoning in the area is Neighborhood Conservation 7.1 (NC 7.1) District to the North, Neighborhood Conservation 5 (NC 5) District to the East, Suburban Residential (S) District to the West, and Suburban Residential (S) District to the 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 sixty (60) neighboring property owners and received no comments in favor of or against this request.

The Planning & Zoning Commission recommended with a vote of 7-0 to approve 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 approval of the Ordinance Providing for the Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District, Being the West 15.00 Acres of Lot 11, Kelly-Pharr Subdivision, located at 1102 West Canton Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

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
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 – 03/08/16
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/01/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District

APPLICANT: Juan Garza

AGENT: SAMES Inc.

LEGAL: Being the West 15.00 Acres of Lot 11, Kelly-Pharr Subdivision

LOCATION: Located at 1102 West Canton Road

LOT/TRACT SIZE: 15.00 acres

CURRENT USE OF PROPERTY: Single Family Residential

PROPOSED USE OF PROPERTY: Single Family Residential

**EXISTING LAND USE/
ADJACENT ZONING:** North – Residential/Neighb. Cons. 7.1 (NC 7.1) Dist.
South – Residential/ Suburban Res. (S) Dist.
East – Residential/Neighb. Cons. 5.0 (NC 5) Dist.
West – Residential/ Suburban Res. (S) Dist.

LAND USE PLAN DESIGNATION: Auto-Urban Uses

ACCESS AND CIRCULATION: This property has access onto Canton Road a four land divided roadway.

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
JUAN GARZA**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Uses.
2. The land use pattern for this area of the community consists of single family residential uses.
3. The applicant is proposing Single Family Residential Uses at this location.

Staff recommends approval of the Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District. If approved, the proposed single family residential 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 (60) 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



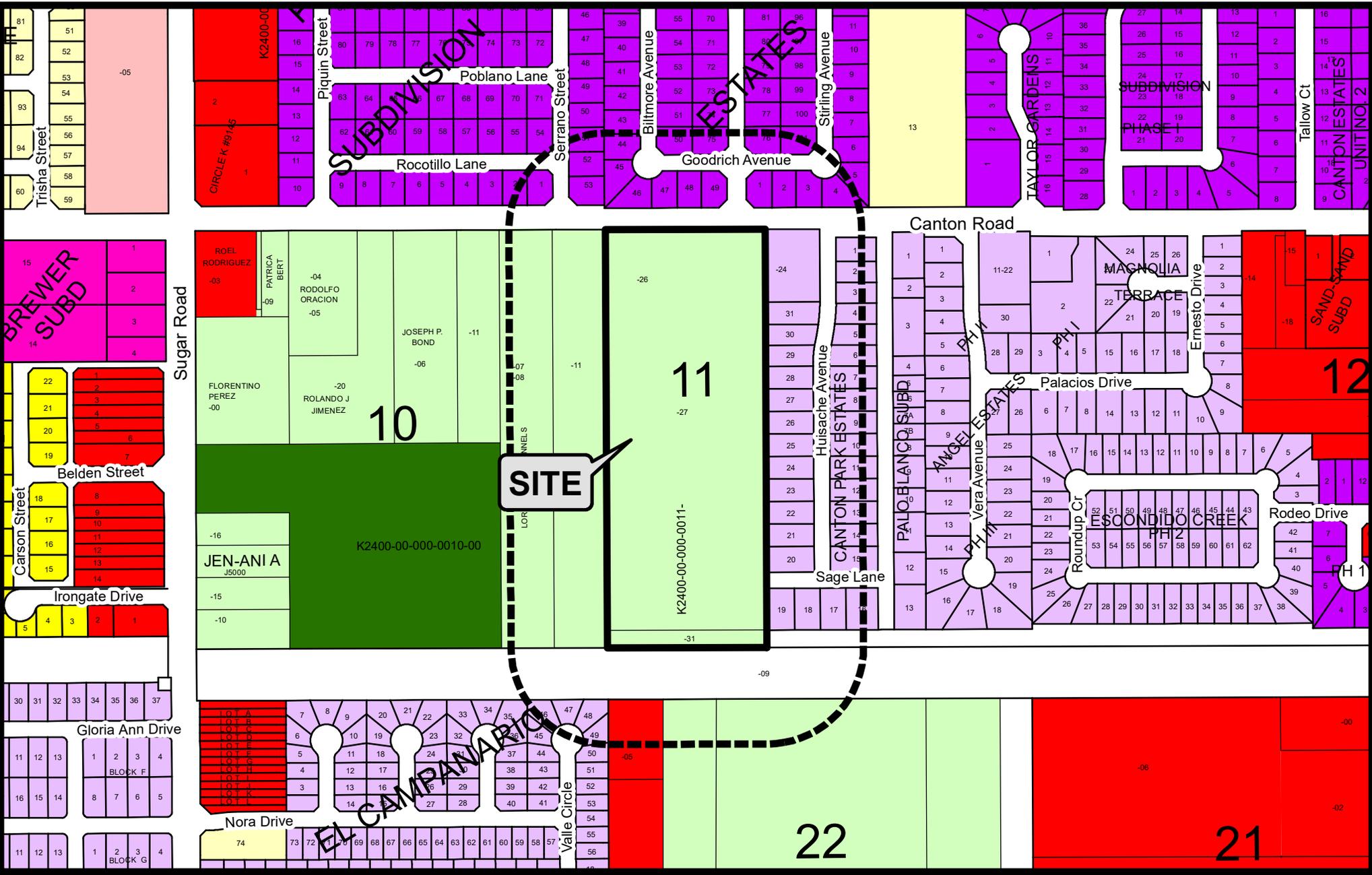
Legend

 Sames Inc

AERIAL PHOTO

SAMES INC.



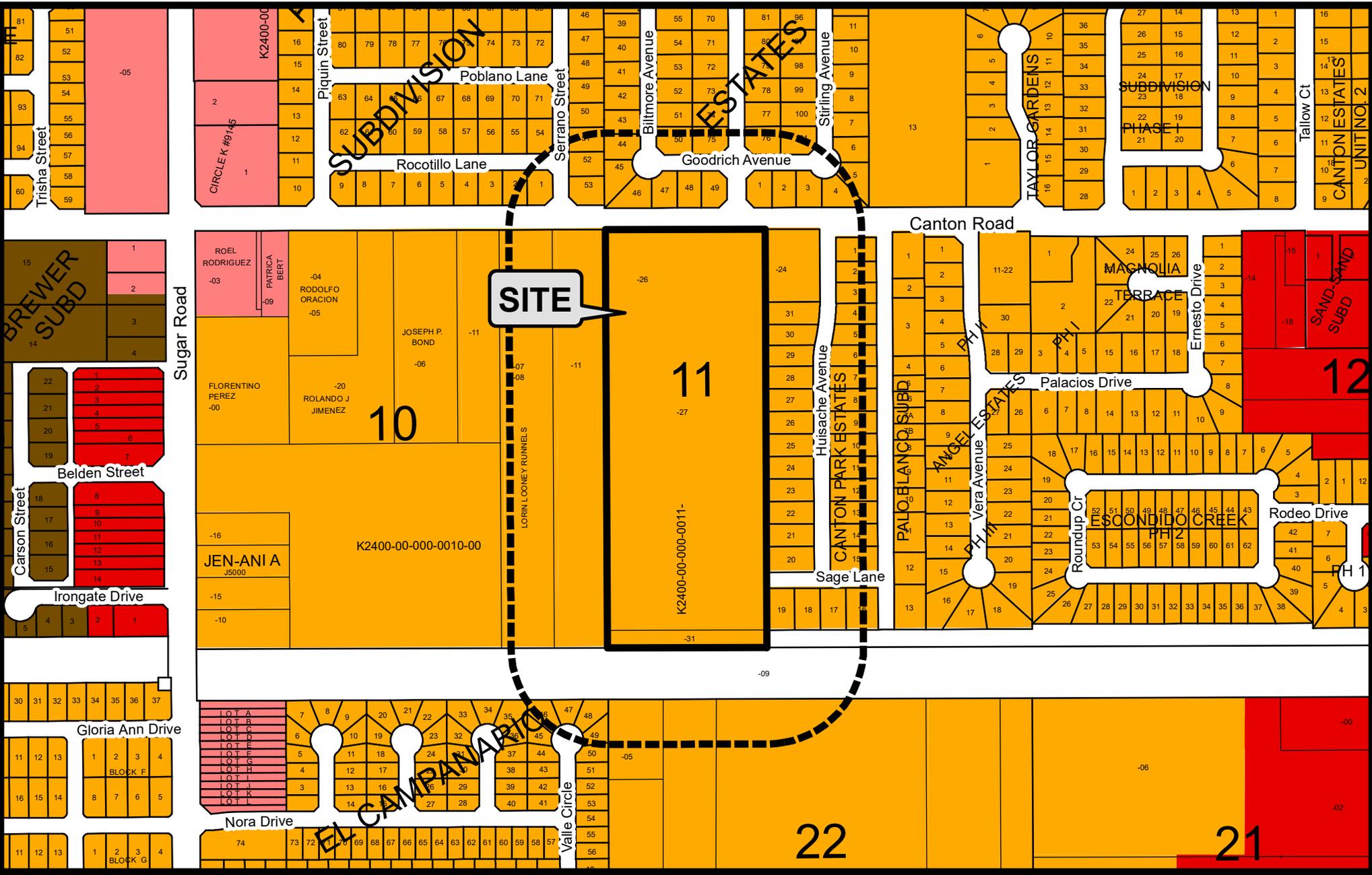


SITE

- Legend**
- Sames Inc
 - 300' Notification
 - 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

THE REZONING REQUEST FROM SUBURBAN RESIDENTIAL (S) DISTRICT TO NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT, BEING THE WEST 15.00 ACRES OF LOT 11, KELLY-PHARR SUBDIVISION, LOCATED AT 1102 W. CANTON ROAD, AS REQUESTED BY SAMES INC.



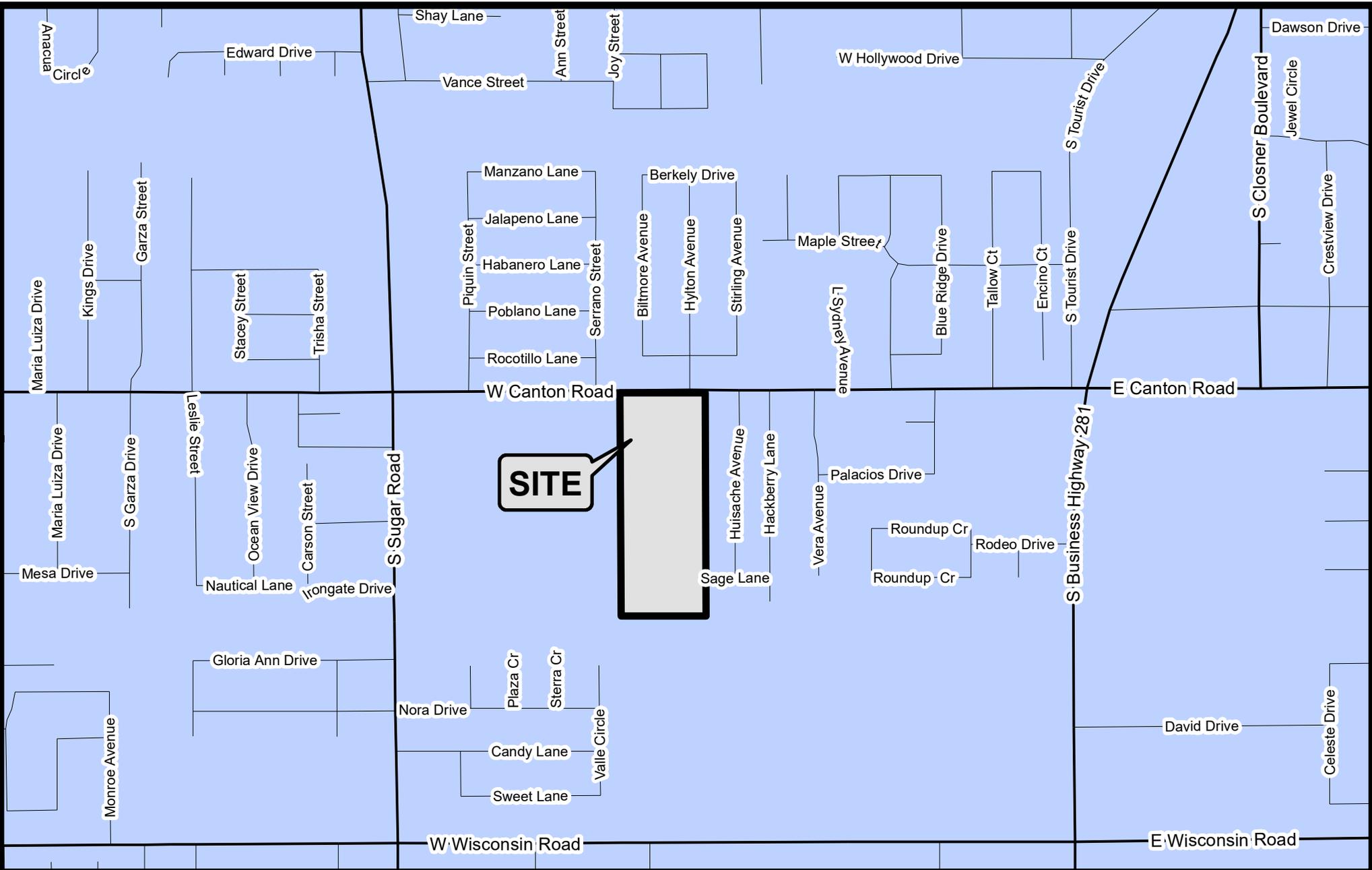


FUTURE LAND USE

Legend	
	Sames Inc
	300' Notification
	Auto-Urban
	Downtown District
	General Commercial
	Industrial
	Mobile Home
	Neighborhood Commercial
	Office Business Park
	Suburban
	Urban
	Urban University

SAMES INC.





Legend

-  Sames Inc
-  City Limits

SAMES INC.



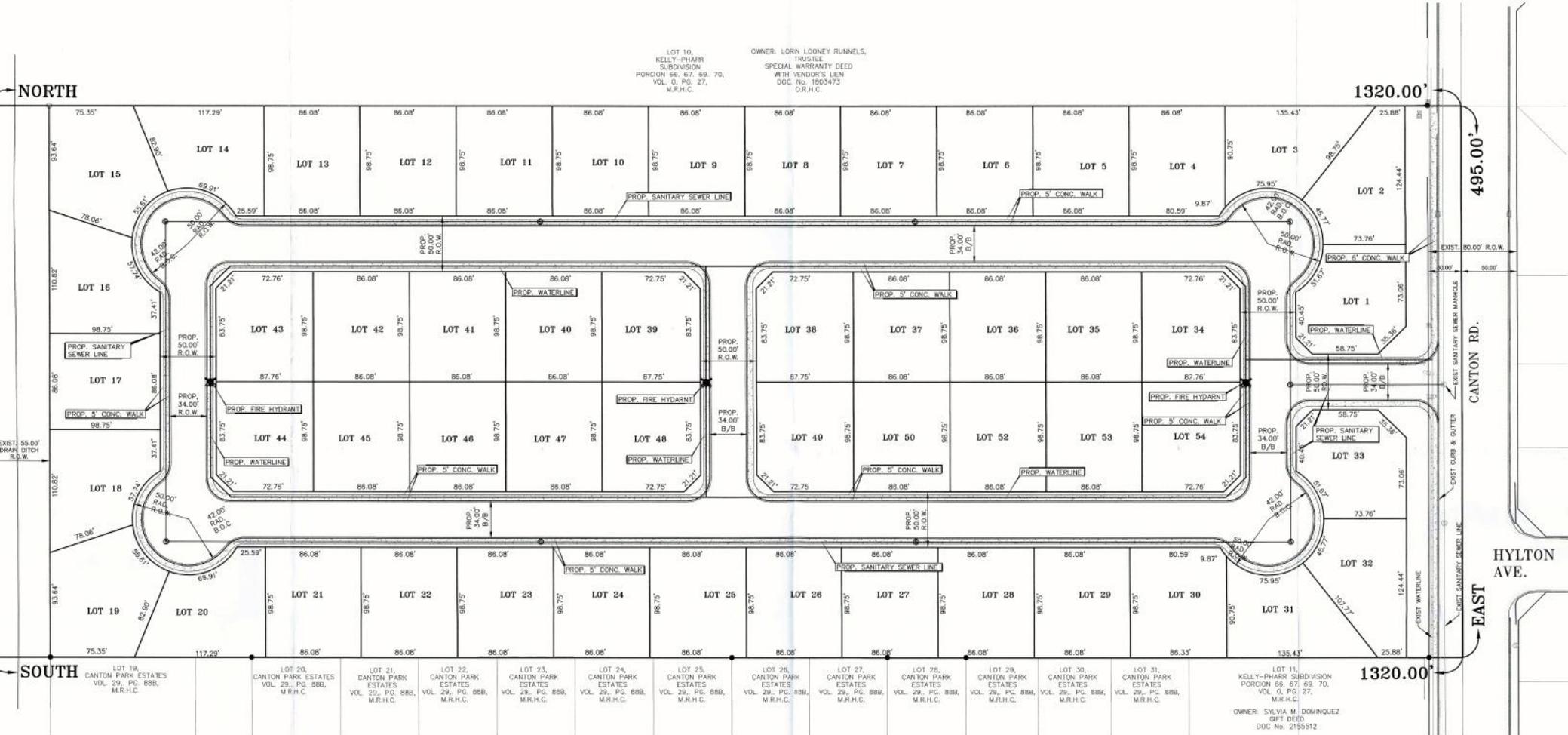




SCALE: 1"=50'

NORTH

SOUTH



CANTON RD.

HYLTON AVE.

EAST

1320.00'

1320.00'

495.00'

THE REZONING REQUEST FROM SUBURBAN RESIDENTIAL (S) DISTRICT TO NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT, BEING THE WEST 15.00 ACRES OF LOT 11, KELLY-PHARR SUBDIVISION, LOCATED AT 1102 W. CANTON ROAD, AS REQUESTED BY SAMES INC.

PROP. ID. 530732
ALMENDAREZ ROBERTO & ELENA
3005 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 24

PROP. ID. 530734
BALLI FEDERICO B & DEBORAH DAVILA
2913 HUISACHE
EDINBURG, TX. 78539-7815
LEGAL: CANTON PARK ESTATES LOT 26

PROP. ID. 681860
CABRERA LORENA IVETTE
1008 GOODRICH DR
EDINBURG, TX. 78539-2703
LEGAL: CASTLE RIDGE ESTATES LOT 3

PROP. ID. 530716
CALDERON ISMAEL JR & TERESITA G
2910 HUISACHE
EDINBURG, TX. 78539-7815
LEGAL: CANTON PARK ESTATES LOT 8

PROP. ID. 530727
CANTU JESUS M & ROSA B
1014 SAGE LN
EDINBURG, TX. 78539-7820
LEGAL: CANTON PARK ESTATES LOT 19

PROP. ID. 530712
CARDOZA HOMER & DORA G
2007 QUAIL LN
MISSION, TX. 78572-3262
LEGAL: CANTON PARK ESTATES LOT 4

PROP. ID. 530720
CARRANZA ADALBERTO & OLGA L
3010 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 12

PROP. ID. 530737
CASTANEDA ALFREDO & IDA L
2901 HUISACHE AVE
EDINBURG, TX. 78539
LEGAL: CANTON PARK ESTATES LOT 29

PROP. ID. 530710
CHANDLER HANZ
2006 HUISACHE
EDINBURG, TX. 78539
LEGAL: CANTON PARK ESTATES LOT 2

PROP. ID. 530725
CHAVEZ ANEL O
1006 SAGE LN
EDINBURG, TX. 78539-7820
LEGAL: CANTON PARK ESTATES LOT 17

PROP. ID. 530713
CORPUS GUADALUPE R & ELVA M
2818 HUISACHE
EDINBURG, TX. 78539-7806
LEGAL: CANTON PARK ESTATES LOT 5

PROP. ID. 530729
CORTEZ ARTURO J JR
3017 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 21

PROP. ID. 681905
CRUZ ARTURO & MARIA ELENA
410 RIC MAR
EDINBURG, TX. 78541
LEGAL: CASTLE RIDGE ESTATES LOT 48

PROP. ID. 681859
CRUZ BIANCA
1012 GOODRICH DR
EDINBURG, TX. 78539-2703
LEGAL: CASTLE RIDGE ESTATES LOT 2

PROP. ID. 681858
CUELLAR ESTELLA G
2209 E FM 2812
EDINBURG, TX. 78542-3285
LEGAL: CASTLE RIDGE ESTATES LOT 1

PROP. ID. 530715
DANABY RENTALS INC
3307 W ALBERTA RD
EDINBURG, TX. 78539-9658
LEGAL: CANTON PARK ESTATES LOT 7

PROP. ID. 681932
DE LEON DANIEL J & ELIZABETH

2721 HYLTON AVE
EDINBURG, TX. 78539-2715
LEGAL: CASTLE RIDGE ESTATES LOT 75

PROP. ID. 681903
DE LEON VELMA SUE
PO BOX 125
SAN JUAN, TX. 78589-0125
LEGAL: CASTLE RIDGE ESTATES LOT 46

PROP. ID. 681862
FLORES EVANGELINA G
2732 STIRLING AVE
EDINBURG, TX. 78539-2720
LEGAL: CASTLE RIDGE ESTATES LOT 5

PROP. ID. 681933
GALI MARTY & MARY
2722 HYLTON AVE
EDINBURG, TX. 78539-2727
LEGAL: CASTLE RIDGE ESTATES LOT 76

PROP. ID. 629082
GALLEGOS JAVIER
3202 VALLE CIR
EDINBURG, TX. 78539-6806
LEGAL: EL CAMPANARIO PH 1 & 2 LOT 48

PROP. ID. 629080
GARCES ALICAI
3209 VALLE CIR
EDINBURG, TX. 78539-6806
LEGAL: EL CAMPANARIO PH 1 & 2 LOT 46

PROP. ID. 530718
GARCIA JAIME
YVETTE MENDOZA
3002 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 10

PROP. ID. 725624
GARZA ERIC & KARISSA
2712 SERRANO ST
EDINBURG, TX. 78539-6054
LEGAL: PEPPER RIDGE LOT 52

PROP. ID. 530722
GARZA IRMA G
3018 HUISACHE
EDINBURG, TX. 78539-7819

LEGAL: CANTON PARK ESTATES LOT 14

PROP. ID. 629083
GARZA JULIO
3210 VALLE CIR
EDINBURG, TX. 78539-6806
LEGAL: EL CAMPANARIO PH 1 & 2 LOT 49

PROP. ID. 725625
GARZA MARY E & JESUS
2716 SERRANO ST
EDINBURG, TX. 78539
LEGAL: PEPPER RIDGE LOT 53

PROP. ID. 681907
GARZA MELANIE MARIE
2730 BILTMORE AVE
EDINBURG, TX. 78539-2710
LEGAL: CASTLE RIDGE ESTATES LOT 50

PROP. ID. 530730
GARZA RAUL G & JOSEFA
3015 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 22

PROP. ID. 530731
GARZA STEPHANIE A & VICTOR E
3009 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 23

PROP. ID. 725623
GONZALES DAVID & ILIANA
2708 SERRANO ST
EDINBURG, TX. 78539-6054
LEGAL: PEPPER RIDGE LOT 51

PROP. ID. 725571
GONZALEZ JOSE LUIS JR
1204 ROCOTILLO LN
EDINBURG, TX. 78539
LEGAL: PEPPER RIDGE LOT 1

PROP. ID. 530721
GONZALEZ MARISSA A
3014 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 13

PROP. ID. 530739

GONZALEZ ROBERTO
2813 HUISACHE
EDINBURG, TX. 78539-7806
LEGAL: CANTON PARK ESTATES LOT 31

PROP. ID. 530733
HERRERA SAMUEL JR
3001 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 25

PROP. ID. 524054
HIDALGO CNTY DRAINAGE DIST #1
902 N DOOLITTLE RD
EDINBURG, TX. 78542-7470
LEGAL: KELLY PHARR TRACT N150'-W5.0AC LOT 22 0.57AC NET

PROP. ID. 201678
HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX. 78542-7470
LEGAL: KELLY PHARR TRACT LOT 11-S 55'-E 99'-W 15AC- E 25AC 0.13AC A/K/A TR-21

PROP. ID. 201811
HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX. 78542-7470
LEGAL: KELLY PHARR TRACT LOT 23-N5/N20AC 3.70AC NET

PROP. ID. 530738
JACKSON-VEGA RITA & JOSEPH VEGA
2817 HUISACHE
EDINBURG, TX. 78539-7806
LEGAL: CANTON PARK ESTATES LOT 30

PROP. ID. 681958
JAY AMRIT DEVELOPMENT LTD
1806 S CLOSNER BLVD
EDINBURG, TX. 78539-6314
LEGAL: CASTLE RIDGE ESTATES LOT 101

PROP. ID. 201672
JOHN J & SYLVIA M DOMINGUEZ FAMILY LP
PO BOX 53
MERCEDES, TX. 78570-0053
LEGAL: KELLY PHARR TRACT N245'-W170'-E825' LOT 11 0.96AC GR 0.85AC NET

PROP. ID. 530724
KVAPIL MARK A
1002 SAGE LN
EDINBURG, TX. 78539-7820

LEGAL: CANTON PARK ESTATES LOT 16

PROP. ID. 681902
LUCIO ROBERTO GABRIEL
2735 BILTMORE AVE
EDINBURG, TX. 78539-2718
LEGAL: CASTLE RIDGE ESTATES LOT 45

PROP. ID. 530717
MADSCIENTIST PROPERTIES SERIES E LLC
2914 HUISACHE
EDINBURG, TX. 78539
LEGAL: CANTON PARK ESTATES LOT 9

PROP. ID. 530709
MARICHALAR ISABEL
2802 HUISACHE
EDINBURG, TX. 78539-7806
LEGAL: CANTON PARK ESTATES LOT 1

PROP. ID. 681861
MARROQUIN ANA LOPEZ
3004 YELLOWHAMMER AVE
MCALLEN, TX. 78504
LEGAL: CASTLE RIDGE ESTATES LOT 4

PROP. ID. 629081
MARTINEZ SEBASTIAN
LOMA LARGA 2448
MONTERREY NL 64060
MEXICO, .
LEGAL: EL CAMPANARIO PH 1 & 2 LOT 47

PROP. ID. 530726
MARTINEZ TOMAS JR
1010 SAGE LN
EDINBURG, TX. 78539-7820
LEGAL: CANTON PARK ESTATES LOT 18

PROP. ID. 681901
MEDINA JUAN & VERONICA
302 W JONES
PHARR, TX. 78577
LEGAL: CASTLE RIDGE ESTATES LOT 44

PROP. ID. 530711
MOJICA RAMON & ARACELI
2810 HUISACHE
EDINBURG, TX. 78539-7806
LEGAL: CANTON PARK ESTATES LOT 3

PROP. ID. 530719
MONTEMAYOR JOSE & ANISSA
19425 LOS VENADOS DR
EDINBURG, TX. 78542
LEGAL: CANTON PARK ESTATES LOT 11

PROP. ID. 530714
MORA GERARDO & MONA J
2902 HUISACHE
EDINBURG, TX. 78539-7815
LEGAL: CANTON PARK ESTATES LOT 6

PROP. ID. 530735
OCANAS FELIPE & VERONICA
2909 HUISACHE
EDINBURG, TX. 78539-7815
LEGAL: CANTON PARK ESTATES LOT 27

PROP. ID. 725574
PADILLA ESTEBAN & BERTHA A
1208 ROCOTILLO LN
EDINBURG, TX. 78539-6093
LEGAL: PEPPER RIDGE LOT 2

PROP. ID. 681906
PARTIDA PERLA G
PO BOX 720302
MCALLEN, TX. 78504-0302
LEGAL: CASTLE RIDGE ESTATES LOT 49

PROP. ID. 201794
RAMIREZ RENE A & RICARDO A
C/O ROSA MARTHA RODRIGUEZ
1117 W WISCONSIN RD
EDINBURG, TX. 78539-7902
LEGAL: KELLY PHARR TRACT S264'-N414'-W5.0AC LOT 22 1.0AC NET

PROP. ID. 530736
REGALADO MARIO & MARY G
2905 HUISACHE
EDINBURG, TX. 78539-7815
LEGAL: CANTON PARK ESTATES LOT 28

PROP. ID. 530723
REYNA ANTONIO & MARIA A
3022 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 15

PROP. ID. 201674
ROBERTS GREGORY L REBECCA A WITTENBURG STEPHEN M ROBERTS

FRANCES L CASE TRUSTEES HARRY & MARJORIE I ROBERTS LIVING
1600 N EXPRESSWAY
BROWNSVILLE, TX. 78521
LEGAL: KELLY PHARR TRACT W495' LOT 11 15.00 AC GR 14.32AC NET

PROP. ID. 201643
RUNNELS LORIN LOONEY
THE LORIN L RUNNELS TRUST
PO BOX 5900
MCALLEN, TX. 78502-5900
LEGAL: KELLY PHARR TRACT LOT 10- 1.0 AC H/S OUT OF W5-E10 ACS 1.0 AC NET

PROP. ID. 201646
RUNNELS LORIN LOONEY
THE LORIN L RUNNELS TRUST
PO BOX 5900
MCALLEN, TX. 78502-5900
LEGAL: KELLY PHARR TRACT E165' & W132'-E462'-N660' W330'-N225'-S660' W660'-E990'-S660'
LOT 10 17.11AC 16.71AC NET

PROP. ID. 201642
RUNNELS LORIN LOONEY
THE LORIN L RUNNELS TRUST
PO BOX 5900
MCALLEN, TX. 78502-5900
LEGAL: KELLY PHARR TRACT LOT 10-4.0 ACS OUT OF W5-E10 ACS 3.77 ACS NET

PROP. ID. 530728
SALINAS JOE ROBERT
3021 HUISACHE
EDINBURG, TX. 78539-7819
LEGAL: CANTON PARK ESTATES LOT 20

PROP. ID. 201795
SHERIFF'S POSSE
PO BOX 741
EDINBURG, TX. 78540-0741
LEGAL: KELLY PHARR TRACT LOT 22-E20/W30 19.62 AC NET

PROP. ID. 201793
TREVINO FELIPE
1027 W WISCONSIN RD
EDINBURG, TX. 78539-7933
LEGAL: KELLY PHARR TRACT-S 0.50AC FOR IMPS-E5AC-W10AC LOT 22 0.50AC GR 0.41AC
NET

PROP. ID. 504359
TREVINO FELIPE
1027 W WISCONSIN RD
EDINBURG, TX. 78539-7933
LEGAL: KELLY PHARR TRACT-E5AC-W10AC EXC S0.50AC FOR IMPS LOT 22 4.50AC NET

PROP. ID. 681904
TREVINO JOEL R
2221 LA CONDESA
EDINBURG, TX. 78539-7953
LEGAL: CASTLE RIDGE ESTATES LOT 47

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE SUBURBAN RESIDENTIAL (S) DISTRICT TO NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING THE WEST 15.00 ACRES OF LOT 11, KELLY-PHARR SUBDIVISION, LOCATED AT 1102 WEST CANTON 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 Neighborhood Conservation 7.1 (NC 7.1) 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 the west 15.00 acres of Lot 11, Kelly-Pharr Subdivision, located at 1102 West Canton Road, Edinburg, Hidalgo County, Texas, from Suburban Residential (S) District to Neighborhood Conservation 7.1 (NC 7.1) 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 March 8, 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 April 5, 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 Neighborhood Conservation 7.1 (NC 7.1) 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 Neighborhood Conservation 7.1 (NC 7.1) District.

SECTION II. That this Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Edinburg, Texas, relating to zoning of said City, specifically the Unified Development Code of the City of Edinburg, Texas its amendments and supplements and shall not operate to repeal any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances, such provisions shall be and are hereby repealed; and that said property herein above described and herein zoned is hereby made subject to the definition of said District contained in said Unified Development Code and its amendments and supplements and to all other provisions of said Unified Development Code pertinent to the appropriate districts within the City of Edinburg, Texas, and that all other provisions of the above-described Ordinance shall remain in full force and effect.

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 5th day of April, 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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider Ordinance for the Rezoning Request from Agriculture (AG) District to Auto-Urban Residential (AU) District, Being 19.24 Acres out of Lot 7, Block 4, John Closner Subdivision, Located 600 Feet North of the Intersection of Veterans Blvd. and Alberta Rd., as Requested by Maria Altagracia Flores. **(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 multi-family uses on the property located 600 feet North of the intersection of Veterans Blvd. and Alberta Rd. The Gateway plan the City's Comprehensive Plan designation for this property is Auto-Urban Uses and the approval of the rezoning request will allow Auto-Urban uses on the subject property.

The property is currently zoned Agriculture (AG) District and is vacant. The applicant is planning a multi-family development. The surrounding zoning in the area is Agriculture (AG) District to the West, North, and South. The East adjoining property is in our Extra Territorial Jurisdiction.

The request complies with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty-eight (48) neighboring property owners and received one comment against this request and comments in favor at the time of the report.

The Planning & Zoning Commission recommended with a vote of 7-0 to approve 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 approval of the Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Auto-Urban Residential (AU) District, being 19.24 acres out of Lot 7, Block 4, John Closner Subdivision, located 600 feet North of the intersection of Veterans Blvd. and Alberta Rd. 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

Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
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 – 03/08/16
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/01/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: The rezoning request from Agriculture (AG) District to Auto-Urban Residential (AU) District

APPLICANT: Maria Altagracia Flores

AGENT: Melden & Hunt Engineering

LEGAL: Being 19.24 acres out of Lot 7, Block 4, John Closner Subdivision

LOCATION: Located 600 feet North of the intersection of Veterans Blvd. and Alberta Rd.

LOT/TRACT SIZE: 19.24 acres

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Multi-Family

**EXISTING LAND USE/
ADJACENT ZONING:** North – Agriculture (AG)
South – Agriculture (AG)
West – Agriculture (AG)
East – Extra Territorial Jurisdiction (ETJ)

LAND USE PLAN DESIGNATION: Auto-Urban Uses

ACCESS AND CIRCULATION: This property has access onto Veterans Blvd., a Minor Arterial Roadway.

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
MARIA ALTAGRACIA FLORES**

EVALUATION

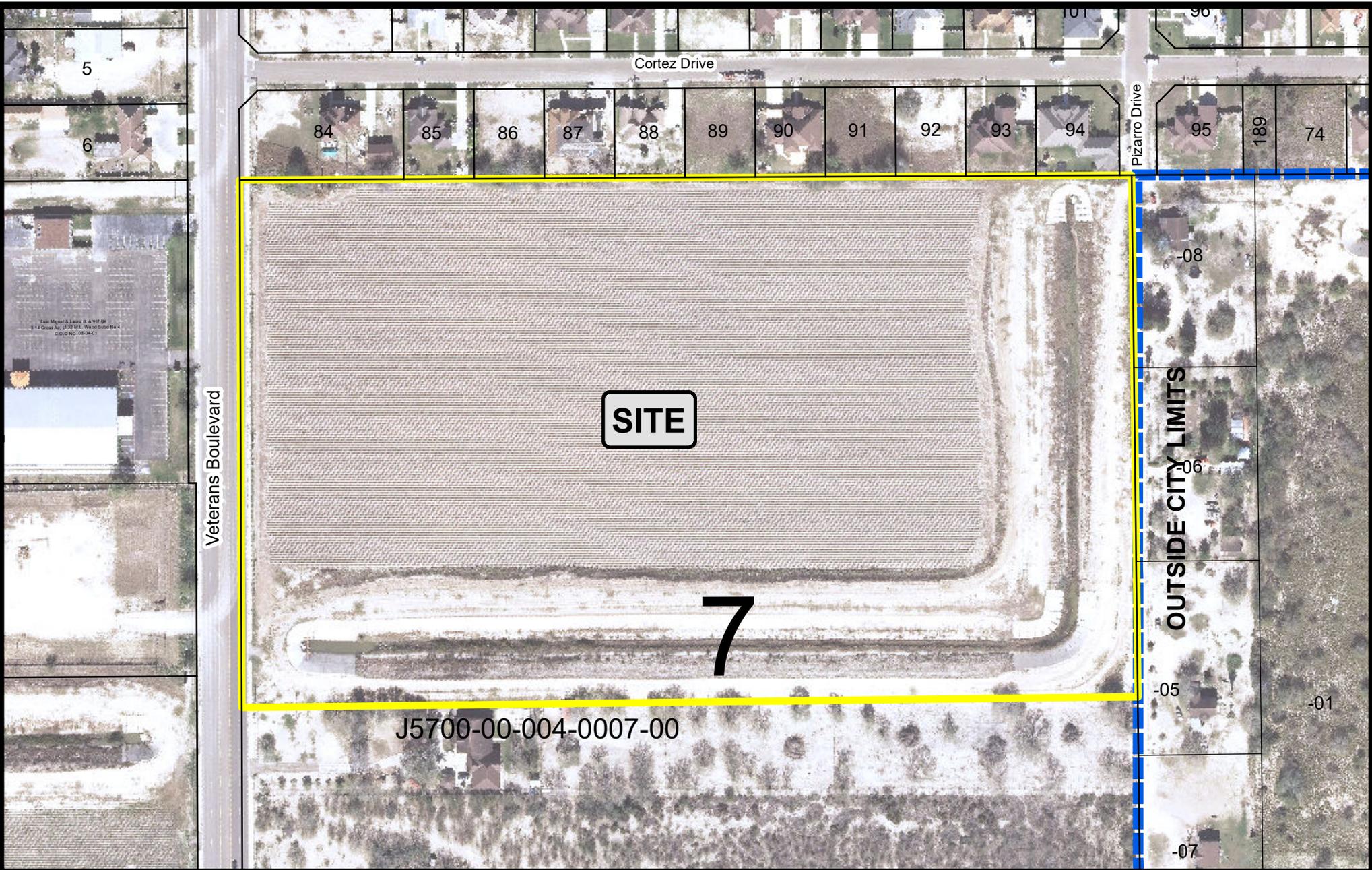
The following is staff's evaluation of the request.

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

This request is in compliance with the City's Comprehensive Plan designation. Staff recommends approval of the rezoning request from Agriculture (AG) District to Auto-Urban Residential (AU) District, being 19.24 acres out of Lot 7, Block 4, John Closner Subdivision, located 600 feet North of the intersection of Veterans Blvd. and Alberta Rd. If approved, the proposed multi-family 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 forty-eight (48) neighboring property owners and received no comments in favor or against this request at the time of the report.

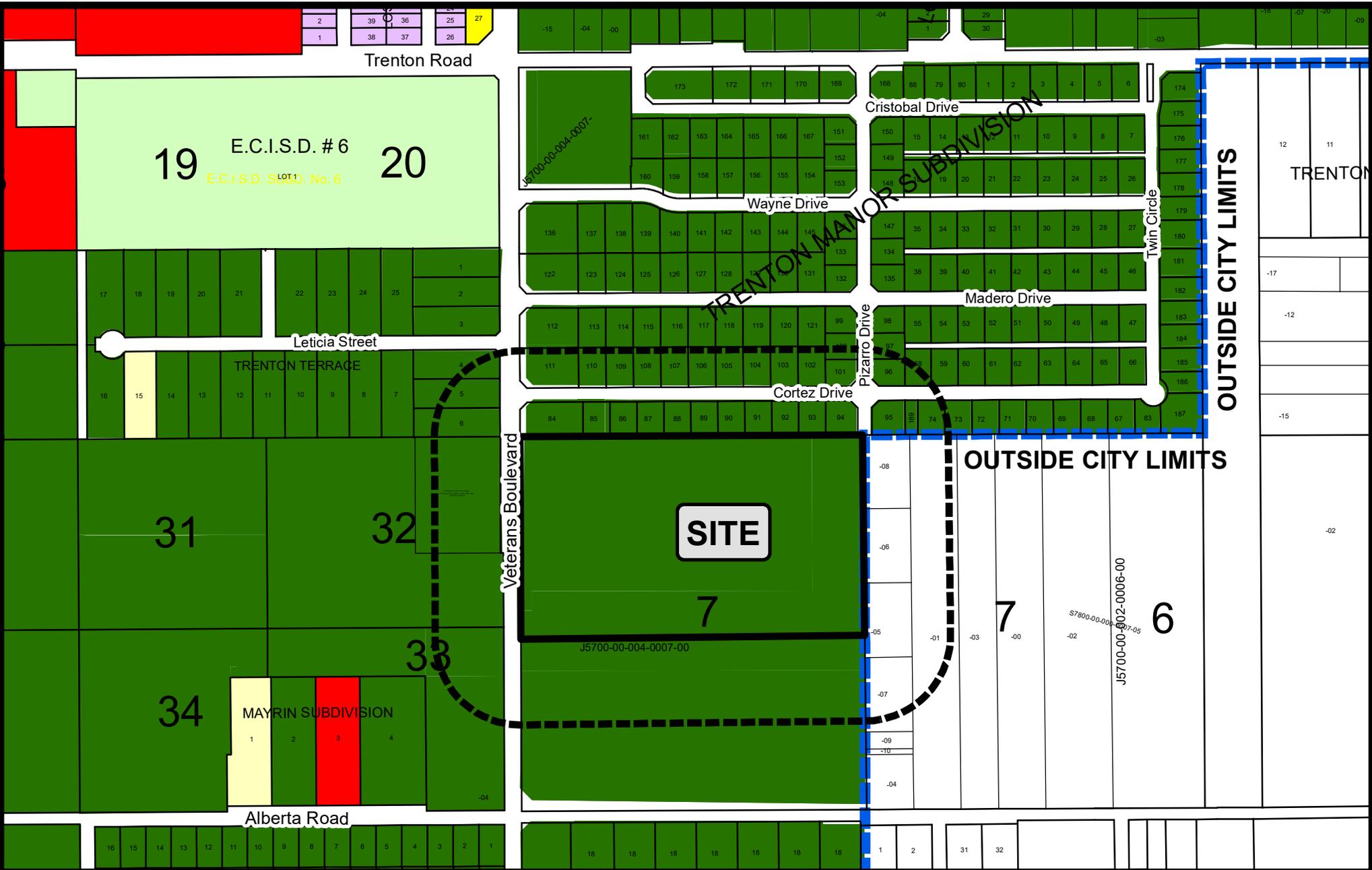
ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



Legend
 Melden & Hunt
 City Limits

AERIAL PHOTO
MARIA ALTAGRACIA FLORES

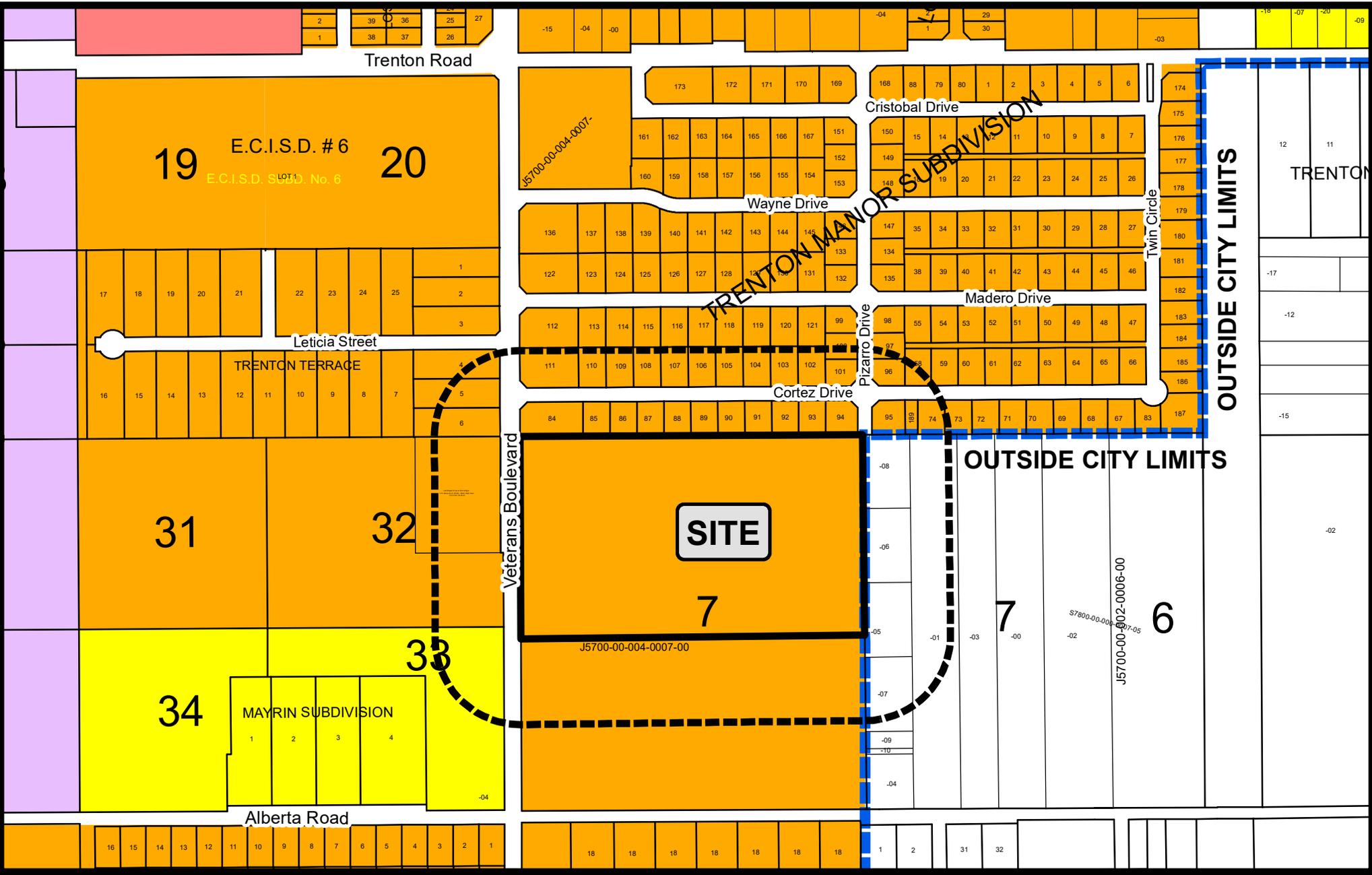




- Legend**
- | | | | | | |
|--|------------------------|--|-------------------------------|--|------------------------------|
| | Melden & Hunt | | Commercial, General | | Neighborhood Conservation MH |
| | 300' Notification | | Commercial, Neighborhood | | Suburban Residential |
| | City Limits | | Downtown District | | Urban Center |
| | Agriculture | | Industrial | | Urban Residential |
| | Auto-Urban Residential | | Neighborhood Conservation 5 | | Urban University |
| | Business Park | | Neighborhood Conservation 7.1 | | |

THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 19.24 ACRES OUT OF LOT 7, BLOCK 4, JOHN CLOSNER SUBDIVISION, LOCATED 600 FEET NORTH OF THE INTERSECTION OF VETERANS BLVD. AND ALBERTA RD., AS REQUESTED BY MARIA ALTAGRACIA FLORES.



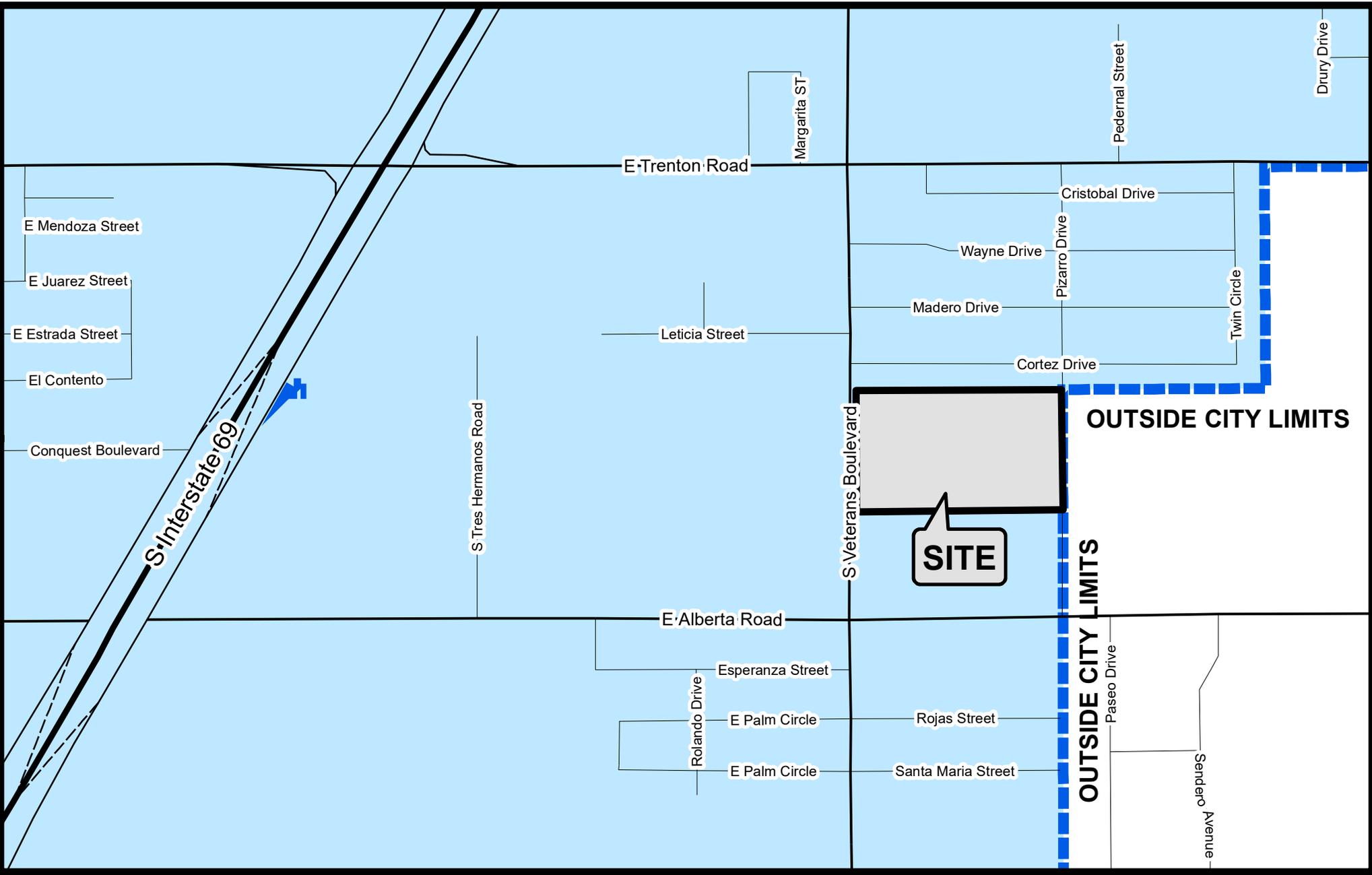


- Legend**
- Melden & Hunt
 - Downtown District
 - Neighborhood Commercial
 - 300' Notification
 - General Commercial
 - Office Business Park
 - City Limits
 - Industrial
 - Suburban
 - Auto-Urban
 - Mobile Home
 - Urban
 - Urban University

FUTURE LAND USE

THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 19.24 ACRES OUT OF LOT 7, BLOCK 4, JOHN CLOSER SUBDIVISION, LOCATED 600 FEET NORTH OF THE INTERSECTION OF VETERANS BLVD. AND ALBERTA RD., AS REQUESTED BY MARIA ALTAGRACIA FLORES.





Legend
 Melden & Hunt
 City Limits

MARIA ALTAGRACIA FLORES





THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 19.24 ACRES OUT OF LOT 7, BLOCK 4, JOHN CLOSNER SUBDIVISION, LOCATED 600 FEET NORTH OF THE INTERSECTION OF VETERANS BLVD. AND ALBERTA RD., AS REQUESTED BY MELDEN & HUNT ENGINEERING.

PROP. ID. 650241
ALANIZ REYNOL & YADIRA YANETH
1505 CORTEZ DR
EDINBURG, TX. 78542-5596
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 107

PROP. ID. 346972
ALVAREZ BLANCA LILIA
4507 S VETERANS BLVD
EDINBURG, TX. 78542-6680
LEGAL: TRENTON TERRACE LOT 5

PROP. ID. 650228
AVILA ARTURO & CYNTHIA
1614 CORTEZ DR
EDINBURG, TX. 78542-7143
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 94

PROP. ID. 499532
CANTU JORGE L JR
4826 S VETERANS BLVD
EDINBURG, TX. 78542-6937
LEGAL: JOHN CLOSNER S117.93'-N825.64'-W1232.16' OF LOT 7 BLK 4 3.34AC GR 3.26AC NET

PROP. ID. 199712
CANTU RAUL C & CELICA M
1637 E ALBERTA RD
EDINBURG, TX. 78542-2079
LEGAL: JOHN CLOSNER N260'-S1060'-W165' LOT 7 BLK 3 0.98AC NET

PROP. ID. 650235
CASAS HECTOR & ADRIANA
4521 PIZZARO DR
EDINBURG, TX. 78542-7090
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 101

PROP. ID. 650240
CASTILLO JULIAN JR & MARIA E
6811 KATHY LN
DONNA, TX. 78537-6534
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 106

PROP. ID. 199711

CHAPA DIANA RODRIGUEZ
2005 BUTKUS DR
EDINBURG, TX. 78542-2802
LEGAL: JOHN CLOSNER N260'-S800'-W165' LOT 7 BLK 3 0.98AC NET

PROP. ID. 199714
CHAPA JUAN M & EMILIA
1641 E ALBERTA RD
EDINBURG, TX. 78542-8703
LEGAL: JOHN CLOSNER N260'-W165' LOT 7 BLK 3 0.98AC NET

PROP. ID. 199713
CHAPA RODOLFO & FELICITAS
1629 E ALBERTA RD
EDINBURG, TX. 78542-2079
LEGAL: JOHN CLOSNER N260'-S540'-W165' LOT 7 BLK 3 0.98AC NET

PROP. ID. 650223
CHARLES DANIELA MARTINEZ
1617 VISTA CHULA ST
EDINBURG, TX. 78539-6505
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 89

PROP. ID. 330828
D90 ENERGY LLC
202 TRAVIS ST SUITE 402
HOUSTON, TX. 77002
LEGAL: WOODS M L #4 S330' LOT 31 & W260.2'-N406' & S254'-LOT 32 11.88 AC NET

PROP. ID. 650242
ESCAMILLA JULIO C & VERONICA
1425 CORTEZ DR
EDINBURG, TX. 78542-7113
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 108

PROP. ID. 650226
FLORES JOSE M
OLGA P ALANIZ
3305 S MONTEVIDEO AVE
EDINBURG, TX. 78539-6649
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 92

PROP. ID. 199754
FLORES MARIA ALTAGRACIA
2006 CHANDLER CIR
EDINBURG, TX. 78542-5428
LEGAL: JOHN CLOSNER N707.71' EXC 6.35AC LOT 7 BLK 4 13.65AC GR 12.87AC NET

PROP. ID. 307282

GALVAN JORGE MANRIQUE
PO BOX 52972
MCALLEN, TX. 78505-2972
LEGAL: TRENTON MANOR LOT B

PROP. ID. 650237
GARCIA CLAUDIA M AGUILAR
1601 CORTEZ DR
EDINBURG, TX. 78542-7143
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 103

PROP. ID. 650244
GARCIA JOSE & CRESENCIA B
1413 CORTEZ DR
EDINBURG, TX. 78542-7113
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 110

PROP. ID. 650245
GARZA JESUS & MARIA R
1407 CORTEZ DR
EDINBURG, TX. 78542
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 111

PROP. ID. 650218
GONZALEZ MONICO III & ALEIDA A
1408 CORTEZ DR
EDINBURG, TX. 78542-7113
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 84

PROP. ID. 650225
GUAJARDO ODILIA
501 EBONY ST
SAN JUAN, TX. 78589-2341
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 91

PROP. ID. 650230
GUERRERO ADELA C & BELINDA
PO BOX 3174
EDINBURG, TX. 78540-3174
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 96

PROP. ID. 650222
GUERRERO HECTOR
1506 CORTEZ DR
EDINBURG, TX. 78542-5596
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 88

PROP. ID. 307334

LUNA HORACIO JR
1703 CORTEZ DR
EDINBURG, TX. 78542-5767
LEGAL: TRENTON MANOR LOT 58

PROP. ID. 650229
MEDINA ROEL
1702 CORTEZ DR
EDINBURG, TX. 78542-5767
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 95

PROP. ID. 650233
MORALEZ BEATRIZ
4405 PIZZARO DR
EDINBURG, TX. 78542-5595
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 99 & 100

PROP. ID. 199707
OLIVAREZ ALONZO JR ET AL
6611 E ALBERTA RD
EDINBURG, TX. 78542-2159
LEGAL: JOHN CLOSNER LOT7-E5/W10AC BLK 3 4.92 AC NET

PROP. ID. 199707
OLIVAREZ ALONZO JR ET AL
6611 E ALBERTA RD
EDINBURG, TX. 78542-2159
LEGAL: JOHN CLOSNER LOT7-E5/W10AC BLK 3 4.92 AC NET

PROP. ID. 650239
OLIVAREZ MIGUEL & CYNTHIA HERRERA A/K/A CYNTHIA OLIVAREZ
1517 CORTEZ DR
EDINBURG, TX. 78542-5596
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 105

PROP. ID. 307349
OLIVAREZ ROSA E
1806 CORTEZ DR
EDINBURG, TX. 78542-5585
LEGAL: TRENTON MANOR LOT 73

PROP. ID. 199752
ORTIZ INOCENCIA
PO BOX 3914
EDINBURG, TX. 78540
LEGAL: JOHN CLOSNER LOT 7-1.0 AC/S13.97 1 AC BLK 4 1.0 AC NET

PROP. ID. 199753

ORTIZ INOCENCIA
PO BOX 3914
EDINBURG, TX. 78540
LEGAL: JOHN CLOSNER LT 7-S13.97-EXC 1.0 AC H/S BLK 4 12.97 AC NET

PROP. ID. 650220
PEREZ JOSE S & MARINA RIOS
701 QUAIL AVE
EDINBURG, TX. 78542-5170
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 86

PROP. ID. 650238
QUINTANILLA LUCAS & KARINA T
1802 S CESAR CHAVEZ RD
EDINBURG, TX. 78542-9148
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 104

PROP. ID. 650224
RAMOS REYNALDO & MARIA F
1518 CORTEZ DR
EDINBURG, TX. 78542-5596
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 90

PROP. ID. 650236
REYNA ROBERT & VERONICA E CHAPA
1607 CORTEZ DR
EDINBURG, TX. 78542-7143
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 102

PROP. ID. 307350
RODRIGUEZ CELIA
1918 PUERTO VALLARTA DR
SAN JUAN, TX. 78589-3363
LEGAL: TRENTON MANOR LOT 74

PROP. ID. 346973
SALAZAR ALMA S.
4511 S VETERANS BLVD
EDINBURG, TX. 78542-6680
LEGAL: TRENTON TERRACE LOT 6

PROP. ID. 650227
SALINAS JOSE R & ELIZABETH A
1608 CORTEZ DR
EDINBURG, TX. 78542-7143
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 93

PROP. ID. 650221

SALINAS LOPEZ OLGA L
PO BOX 1984
SAN JUAN, TX. 78589-1984
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 87

PROP. ID. 800062
SALON REAL DEL VALLE LLC
1435 EVA
EDINBURG, TX. 78539-2179
LEGAL: WOODS M L #4 E301.64'-S510' EXC S70.35'-E76.48'-LOT33 4.45 AC GR 3.07 AC NET

PROP. ID. 307335
SIFUENTES ARMANDO & MARIA DE JESUS
7105 SAN MARCOS ST
PHARR, TX. 78577-8904
LEGAL: TRENTON MANOR LOT 59

PROP. ID. 650219
SNELL ROGELIO & SAN JUANA
1414 CORTEZ DR
EDINBURG, TX. 78542-7113
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 85

PROP. ID. 685480
STATE OF TEXAS
PO BOX EE
PHARR, TX. 78577
LEGAL: JOHN CLOSNER BNG AN IRR TR N615.05'-W1207.16' BLK 4 LOT 7 6.35AC

PROP. ID. 800035
STATE OF TEXAS
600 W US EXP 83
PHARR, TX. 78577
LEGAL: WOODS M L #4 - N150'-E301.64' LOT 33 1.04AC NET

PROP. ID. 650231
TOVIAS JAVIER & MARIA
PO BOX 612
SAN JUAN, TX. 78589-0612
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 97

PROP. ID. 346971
ZAMBRANO ANTONIO
4503 S VETERANS BLVD
EDINBURG, TX. 78542-6680
LEGAL: TRENTON TERRACE LOT 4

PROP. ID. 650243

ZAMORA MAGDALENA E
921 PRINCESS LEA
MISSION, TX. 78572-8187
LEGAL: TRENTON MANOR UT 2 PH 1 LOT 109

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO AUTO-URBAN (AU) RESIDENTIAL DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 19.24 ACRES OUT OF LOT 7, BLOCK 4, JOHN CLOSNER SUBDIVISION, LOCATED 600 FEET NORTH OF THE INTERSECTION OF VETERANS BLVD. AND ALBERTA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Auto-Urban (AU) Residential 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 6th day of August, 2007. Such proposed amendment is to change the zoning of 19.24 acres out of Lot 7, Block 4, John Clozner Subdivision, located 600 feet north of the intersection of Veterans Blvd. and Alberta Road, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Auto-Urban (AU) Residential 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 held before said Planning and Zoning Commission, on March 8, 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 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 of a

public hearing 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 April 5, 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 Code of Ordinances of the City of Edinburg and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Auto-Urban (AU) Residential District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and added to the Auto-Urban (AU) Residential 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: 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 5th day of April, 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/maria altagracia flores-ag to au-4-5-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider Ordinances for the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 5 (NC 5) District to Commercial Neighborhood (CN) District, Being Lot 1, Wisconsin Subdivision, Located at 3505 Amando Street, as Requested by Teody Ray Llasos. **(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 Neighborhood Commercial uses on the property located at 3505 Amando Street, being Lot 1, Wisconsin Subdivision. The Gateway plan the City's Comprehensive Plan designation for this property is Auto-Urban Uses and the approval of the rezoning request will allow Neighborhood Commercial uses on the subject property.

The property is currently zoned Urban Residential (UR) District and is Occupied. The applicant is planning to convert the property into a commercial development. The surrounding zoning in the area is Neighborhood Conservation 7.1 (NC 7.1) District to the West, Neighborhood Conservation 5 (NC 5) District to the South, Commercial Neighborhood (CN) District to the East, Commercial General (CG) District to the North.

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-eight (38) neighboring property owners and received no comments in favor of or against this request.

The Planning & Zoning Commission recommended with a vote of 7-0 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 for the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the rezoning request from Neighborhood Conservation 5 (NC 5) District to Commercial Neighborhood (CN) District, Being Lot 1, Wisconsin Subdivision, located at 3505 Amando 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
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 – 03/08/16
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/01/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: The Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the rezoning request from Neighborhood Conservation 5 (NC 5) District to Commercial Neighborhood (CN) District

APPLICANT: Teody Ray Llasos

AGENT: None

LEGAL: Being Lot 1, Wisconsin Subdivision

LOCATION: Located at 3505 Amando Street

LOT/TRACT SIZE: 12,150 sq. ft.

CURRENT USE OF PROPERTY: Multi-Family

PROPOSED USE OF PROPERTY: Nursing School Office

EXISTING LAND USE/ADJACENT ZONING: North – Commercial/Commercial General (CG) Dist.
South – Residential/ Neighb. Consv. 5 (NC 5) Dist.
East – Commercial/Commercial Neighb. (CN) Dist.
West – Residential/ Neighb. Consv. 7.1 (NC 7.1) Dist.

LAND USE PLAN DESIGNATION: Auto-Urban Uses

ACCESS AND CIRCULATION: This property has access onto Wisconsin Road a 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
TEODY RAY LLASOS**

EVALUATION

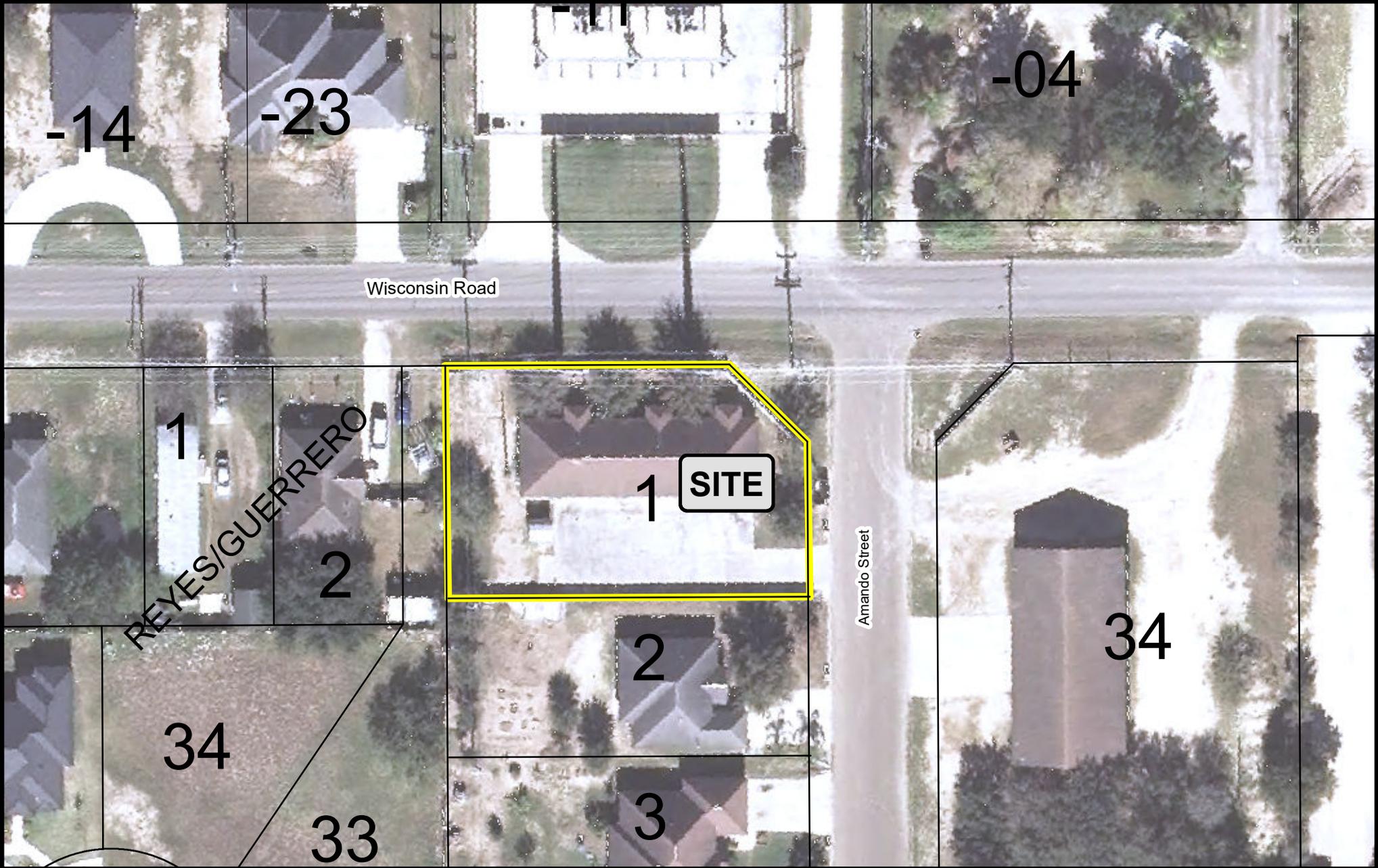
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Uses.
2. The land use pattern for this area of the community consists of single family residential, multi-family, and commercial land uses.
3. The applicant is proposing Neighborhood 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 Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 5 (NC 5) District to Commercial Neighborhood (CN) 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-eight (38) 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

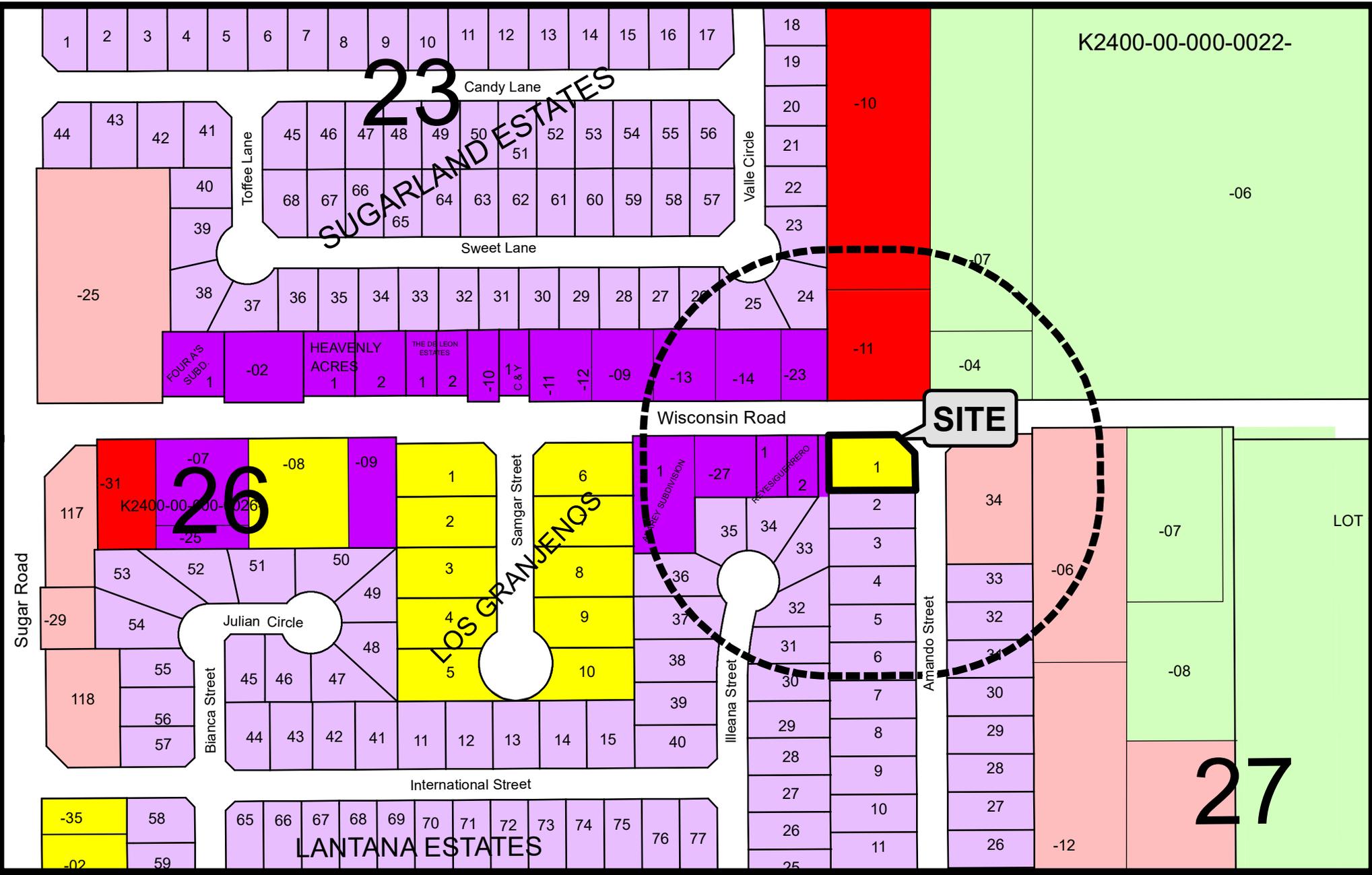


Legend

 Teody Ray Llasos

**TEODY RAY LLASOS
AERIAL PHOTO**



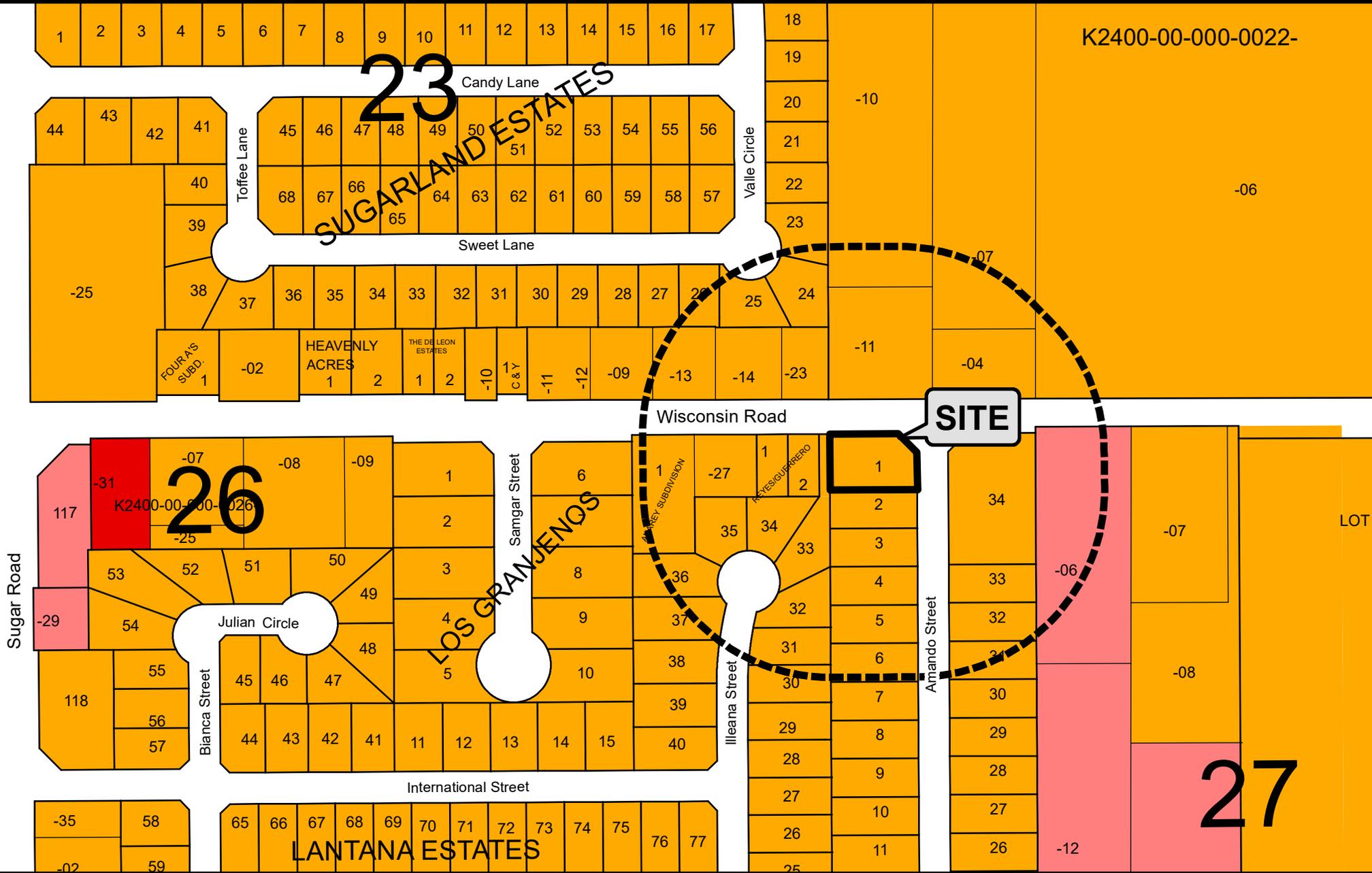


Legend

Teddy Ray Llaso	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 AUTO-URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOT 1, WISCONSIN SUBDIVISION, LOCATED AT 3505 AMANDO STREET, AS REQUESTED BY TEODY RAY LLASOS



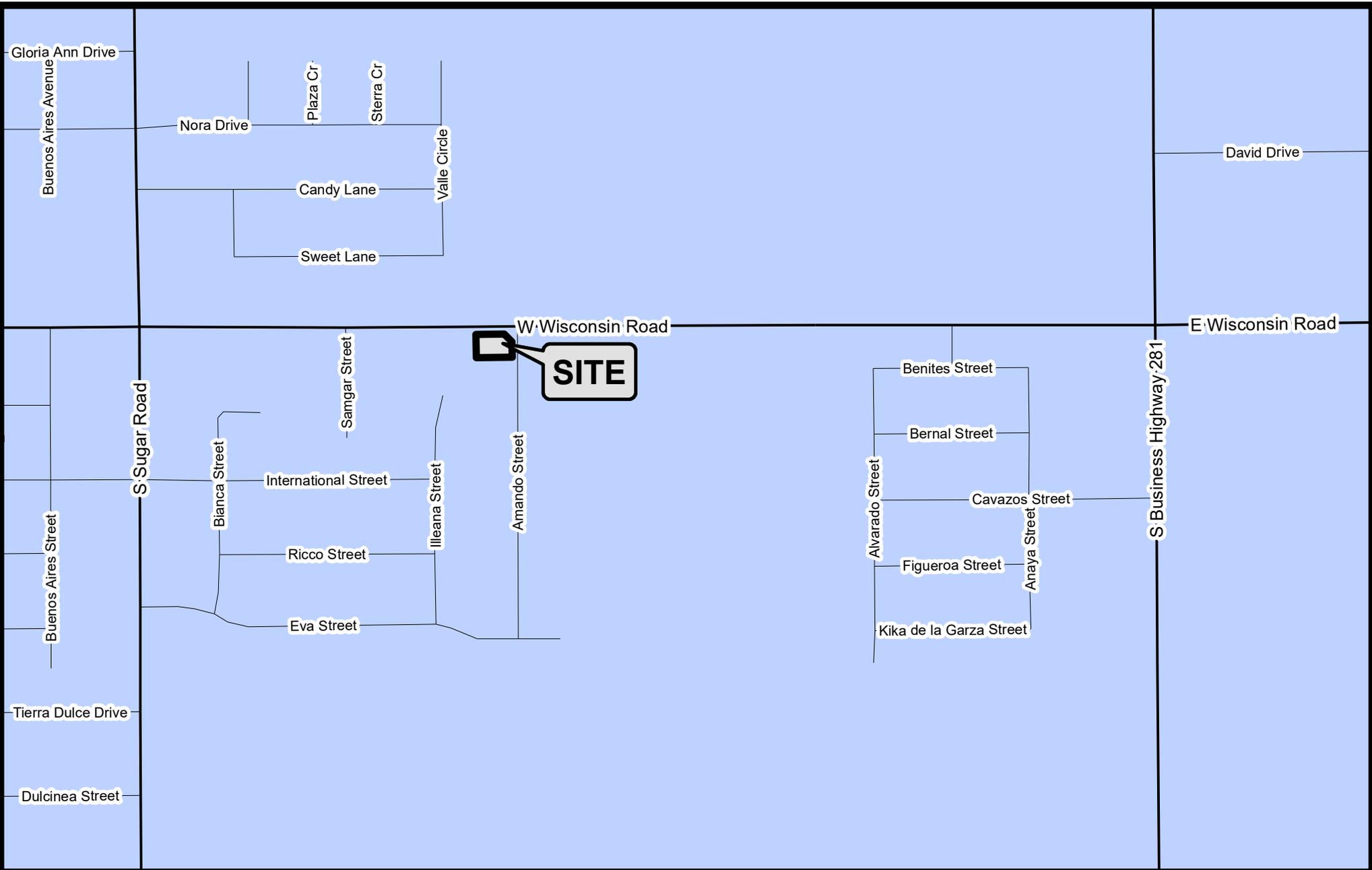


Legend

- | | | | | | |
|--|-------------------|--|-------------------------|--|----------------------|
| | Teody Ray Llasos | | General Commercial | | Office Business Park |
| | 300' Notification | | Industrial | | Suburban |
| | Auto-Urban | | Mobile Home | | Urban |
| | Downtown District | | Neighborhood Commercial | | Urban University |

**TEODY RAY LLASOS
FUTURE LAND USE**





Legend

-  Teody Ray Llasos
-  City Limits

TEODY RAY LLASOS





THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOT 1, WISCONSIN SUBDIVISION, LOCATED AT 3505 AMANDO STREET, AS REQUESTED BY TEODY RAY LLASO

PROP. ID. 681691
CABRERA RUTH
PO BOX 6907
MCALLEN, TX. 78502
LEGAL: LANTANA ESTATES LOT 32

PROP. ID. 451066
CANO JUANITA & IDALIA
1116 W WISCONSIN RD
EDINBURG, TX. 78539-7901
LEGAL: REYES/GUERRERO LOT 1

PROP. ID. 588269
CANTU HECTOR & AZUCENA
1127 W WISCONSIN RD
EDINBURG, TX. 78539-7902
LEGAL: KELLY PHARR TRACT S135'-W91'-E182' LOT 23 0.28AC

PROP. ID. 201802
CANTU HUMBERTO & MARIA S
1205 W WISCONSIN RD
EDINBURG, TX. 78539-7903
LEGAL: KELLY PHARR TRACT LOT 8-E54' & LOT 9-W46' R/S OF LT 23-S3.29AC -E32.18AC
BEING W100'-E382'-S135'-LT 23

PROP. ID. 681693
CHANDRAN RASHMI & ASHISH S BHUSARE
3502 ILLEANA ST
EDINBURG, TX. 78539
LEGAL: LANTANA ESTATES LOT 34

PROP. ID. 612768
CORREA MANUEL
OLGA O SAENZ
2301 N MCCOLL RD
MCALLEN, TX. 78501-9523
LEGAL: WISCONSIN LOT 3

PROP. ID. 681694
DE LA VEGA GILBERTO MARQUEZ
3501 ILLEANA ST
EDINBURG, TX. 78539-2102
LEGAL: LANTANA ESTATES LOT 35

PROP. ID. 681692
GARCIA FELIPE JR
201 E UNIVERSITY DR
EDINBURG, TX. 78539-3547
LEGAL: LANTANA ESTATES LOT 33

PROP. ID. 451065
GARCIA LUIS
1307 SEVILLA BLVD
EDINBURG, TX. 78542-8593
LEGAL: REYES/GUERRERO LOT 2

PROP. ID. 612770
GARZA ABELARDO & HILDA
3521 AMANDO ST
EDINBURG, TX. 78539-7692
LEGAL: WISCONSIN LOT 5

PROP. ID. 612796
GARZA MARIA DEL CONSUELO
3602 AMANDO ST
EDINBURG, TX. 78539-7698
LEGAL: WISCONSIN LOT 31

PROP. ID. 612798
GAYTAN PLUTARCO
3516 AMANDO ST
EDINBURG, TX. 78539-6981
LEGAL: WISCONSIN LOT 33

PROP. ID. 681689
GOMEZ LISA M
3612 ILLEANA ST
EDINBURG, TX. 78539-2180
LEGAL: LANTANA ESTATES LOT 30

PROP. ID. 201812
GUERRERO MARIA TERESA
1123 W WISCONSIN RD
EDINBURG, TX. 78539-7902
LEGAL: KELLY PHARR TRACT LOT 12 R/S OF LT 23-S3.29AC -E32.18AC BEING E91'-E1062'-
LOT 23

PROP. ID. 118410
GURUSAMY VELMURUGAN & SARITA MARADANI
8203 TYNDALE CV
AUSTIN, TX. 78733-3419
LEGAL: ANAREY A TRACT OF LAND 100'X190'

PROP. ID. 612771
IBANEZ ALFREDO
6805 E CANTON RD
EDINBURG, TX. 78542-6348
LEGAL: WISCONSIN LOT 6

PROP. ID. 697979
KB HOME LONE STAR LP
4800 FREDERICKSBURG RD
SAN ANTONIO, TX. 78229-3628
LEGAL: SUGARLAND ESTATES LOT 23

PROP. ID. 697983
KB HOME LONE STAR LP
4800 FREDERICKSBURG RD
SAN ANTONIO, TX. 78229-3628
LEGAL: SUGARLAND ESTATES LOT 27

PROP. ID. 697982
KB HOME LONE STAR LP
4800 FREDERICKSBURG RD
SAN ANTONIO, TX. 78229-3628
LEGAL: SUGARLAND ESTATES LOT 26

PROP. ID. 697980
KB HOME LONE STAR LP
4800 FREDERICKSBURG RD
SAN ANTONIO, TX. 78229-3628
LEGAL: SUGARLAND ESTATES LOT 24

PROP. ID. 697981
KB HOME LONE STAR LP
4800 FREDERICKSBURG RD
SAN ANTONIO, TX. 78229-3628
LEGAL: SUGARLAND ESTATES LOT 25

PROP. ID. 612799
LLASOS TEODY & LUZMINDA T
3716 AMANDO ST
EDINBURG, TX. 78539-7699
LEGAL: WISCONSIN LOT 34

PROP. ID. 612764
LLASOS TEODY & LUZMINDA T
3716 AMANDO ST
EDINBURG, TX. 78539-7699
LEGAL: WISCONSIN LOT 1

PROP. ID. 201833
MALDONADO MIGUEL A & MARIA J
1206 W WISCONSIN RD
EDINBURG, TX. 78539-7903
LEGAL: KELLY PHARR TRACT W100'-E216.8'-N130' LOT 26 0.30AC

PROP. ID. 612797
MANCIAS MARIA E
3520 AMANDO AVE
EDINBURG, TX. 78539
LEGAL: WISCONSIN LOT 32

PROP. ID. 612767
RIOS ERASMO & ODILIA C
1201 W WISCONSIN RD
EDINBURG, TX. 78539-7903
LEGAL: WISCONSIN LOT 2

PROP. ID. 201806
RIOS ERASMO & ODILIA C
1201 W WISCONSIN RD
EDINBURG, TX. 78539-7903
LEGAL: KELLY PHARR TRACT LOT 9-E39' & LT 10-W61' R/S OF LT 23-S3.29AC -E32.18AC
BEING W100'-E282'-S135'- LT 23

PROP. ID. 612769
SAMSON DANILO T
3519 AMANDO ST
EDINBURG, TX. 78539-7692
LEGAL: WISCONSIN LOT 4

PROP. ID. 201795
SHERIFF'S POSSE
PO BOX 741
EDINBURG, TX. 78540-0741
LEGAL: KELLY PHARR TRACT LOT 22-E20/W30 19.62 AC NET

PROP. ID. 681696
SILVA LEONEL
PO BOX 2304
EDINBURG, TX. 78540-2304
LEGAL: LANTANA ESTATES LOT 37

PROP. ID. 201796
SOUTH TEXAS ELECTRIC COOPERATIVE INC
PO BOX 119
NURSERY, TX. 77976-0119
LEGAL: KELLY PHARR TRACT N706'-S906'-W165' LOT 22 2.67AC NET

PROP. ID. 201797
SOUTH TEXAS ELECTRIC COOPERATIVE INC
PO BOX 119
NURSERY, TX. 77976-0119
LEGAL: KELLY PHARR TRACT S200'-W165' LOT 22 0.76AC GR 0.68AC NET

PROP. ID. 681690
TREVINO EMY & EBED M SILVA JR
3604 ILLEANA ST
EDINBURG, TX. 78539-2180
LEGAL: LANTANA ESTATES LOT 31

PROP. ID. 201793
TREVINO FELIPE
1027 W WISCONSIN RD
EDINBURG, TX. 78539-7933
LEGAL: KELLY PHARR TRACT-S 0.50AC FOR IMPS-E5AC-W10AC LOT 22 0.50AC GR 0.41AC
NET

PROP. ID. 504359
TREVINO FELIPE
1027 W WISCONSIN RD
EDINBURG, TX. 78539-7933
LEGAL: KELLY PHARR TRACT-E5AC-W10AC EXC S0.50AC FOR IMPS LOT 22 4.50AC NET

PROP. ID. 681695
VAN GORKOM THOMAS W & TERRY K
3509 ILLEANA ST
EDINBURG, TX. 78539-2102
LEGAL: LANTANA ESTATES LOT 36

PROP. ID. 201839
VIDA DEVELOPMENT LLC
PO BOX 5711
MCALLEN, TX. 78502-5711
LEGAL: KELLY PHARR TRACT-N1.50AC FOR IMPS-E165'-W495' LOT 27 1.50AC

PROP. ID. 502069
VIDA DEVELOPMENT LLC
PO BOX 5711
MCALLEN, TX. 78502-5711
LEGAL: KELLY PHARR TRACT-E165'-W495'-EXC N1.50AC FOR IMPS LOT 27 3.50AC GR
3.42AC NET

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE NEIGHBORHOOD CONSERVATION 5 (NC 5) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 1, WISCONSIN SUBDIVISION, LOCATED AT 3505 AMANDO 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 Neighborhood Conservation 5 (NC 5) District and the Commercial, Neighborhood (CN) 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 Lot 1, Wisconsin Subdivision, located at 3505 Amando Street, Edinburg, Hidalgo County, Texas, from Neighborhood Conservation 5 (NC 5) District to Commercial, Neighborhood (CN) 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 March 8, 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 April 5, 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 Neighborhood Conservation 5 (NC 5) District to Commercial, Neighborhood (CN) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Neighborhood Conservation 5 (NC 5) District to Commercial, Neighborhood (CN) 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 5th day of April, 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/teody ray llasos-nc 5 to cn-4-5-16

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 LOT 1, WISCONSIN SUBDIVISION, LOCATED AT 3505 AMANDO STREET, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD 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 Auto-Urban Uses to Neighborhood Commercial Uses; and,

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

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

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

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

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

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 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 Neighborhood Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more Neighborhood Commercial Uses;
- (2) Expansion and development of Neighborhood 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 5th day of April, 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/teody ray llasos-nc 5 to cn-4-5-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider Ordinances for the Comprehensive Plan Amendment from Office Business Park Uses to Auto-Urban Uses and the Rezoning Request from Commercial General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) District, Being 59.44 Acres Out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey, Located at 594 South MonMack Road, as Requested by First National Bank. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop Multi-Family Residential uses on the property located at 594 South MonMack Road, Being 59.44 Acres Out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey. The Gateway plan the City's Comprehensive Plan designation for this property is Office Business Park Uses and the approval of the rezoning request will allow Auto-Urban Residential uses on the subject property.

The property is currently zoned Commercial General (CG) District and Urban Residential (UR) District and contains a Single Family Residential dwelling which will be removed. The property owner is proposing two phases of development with phase one containing approximately 115 multi-family residential lots. The surrounding zoning in the area is Neighborhood Conservation 5.0 (NC 5) District to the North, Neighborhood Conservation 7.1 (NC 7.1) District to the East, Suburban Residential (S) District to the South, and Urban Residential (UR) District and Commercial General District to the West.

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 ninety-seven (97) neighboring property owners and received one comments in favor of this request at the time of this report.

The Planning and Zoning Commission recommended with a vote of 4-3 to approve the Comprehensive Plan Amendment and the Rezoning Request.

RECOMMENDATION:

Staff recommends denial of the Ordinances for the Comprehensive Plan Amendment from Office Business Park Uses to Auto-Urban Uses and the Rezoning Request from Commercial General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) District, Being 59.44 Acres Out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey, located at 594 South MonMack Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

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
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 – 03/08/16
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/01/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Suburban Residential (S) District to Neighborhood Conservation (NC 7.1) District

APPLICANT: First National Bank – FNBG Financial

AGENT: Melden and Hunt Engineering

LEGAL: Being 59.44 Acres Out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey

LOCATION: Located at 594 South MonMack Road

LOT/TRACT SIZE: 59.44 acres

CURRENT USE OF PROPERTY: Single Family Residential/Vacant

PROPOSED USE OF PROPERTY: Multi-Family Residential

EXISTING LAND USE/ADJACENT ZONING: North – Residential/Neighb. Cons. 5.0 (NC 5) Dist.
South – Residential/ Suburban Res. (S) Dist.
East – Residential/Neighb. Cons. 7.1 (NC 7.1) Dist.
West – Residential/ Urban Res. (UR) Dist.
/Commercial General (CG) District

LAND USE PLAN DESIGNATION: Auto-Urban Uses

ACCESS AND CIRCULATION: This property has access onto MonMack Road a two land divided roadway.

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

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

**REZONING REQUEST
FIRST NATIONAL BANK – FNBG FINANCIAL**

EVALUATION

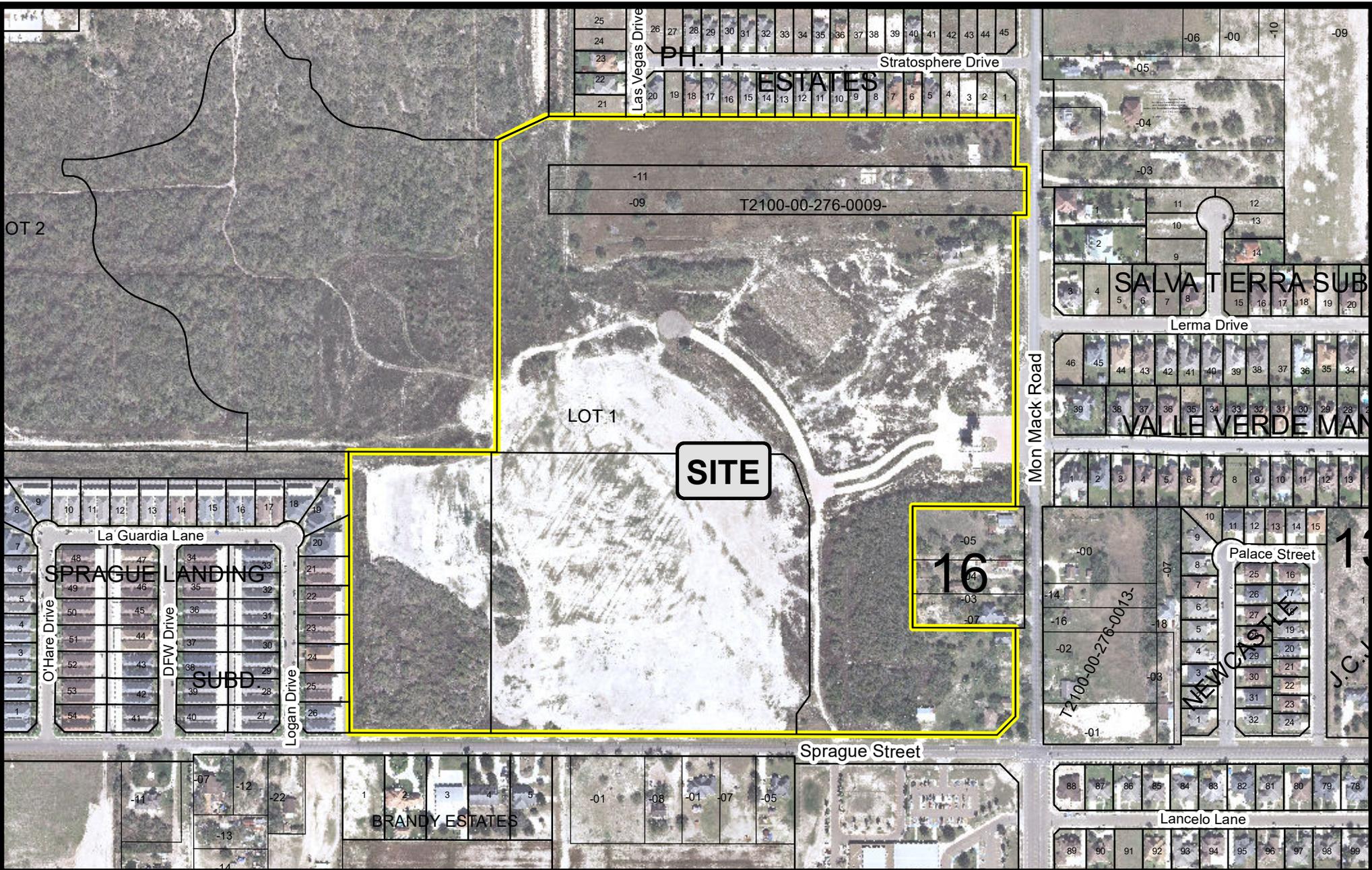
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is for Office Business Park Uses.
2. The land use pattern for this area of the community consists of single family residential uses.
3. The applicant is proposing Multi-Family Residential Uses at this location.
4. A portion of the property was previously rezoned to Urban Residential (UR) District for a large single lot multi-family residential development.

This request is not in compliance with the City's Comprehensive Plan designation, staff recommends denial of the Comprehensive Plan Amendment from Office Business Park Uses to Auto-Urban Uses and the Rezoning Request from Commercial General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) 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.

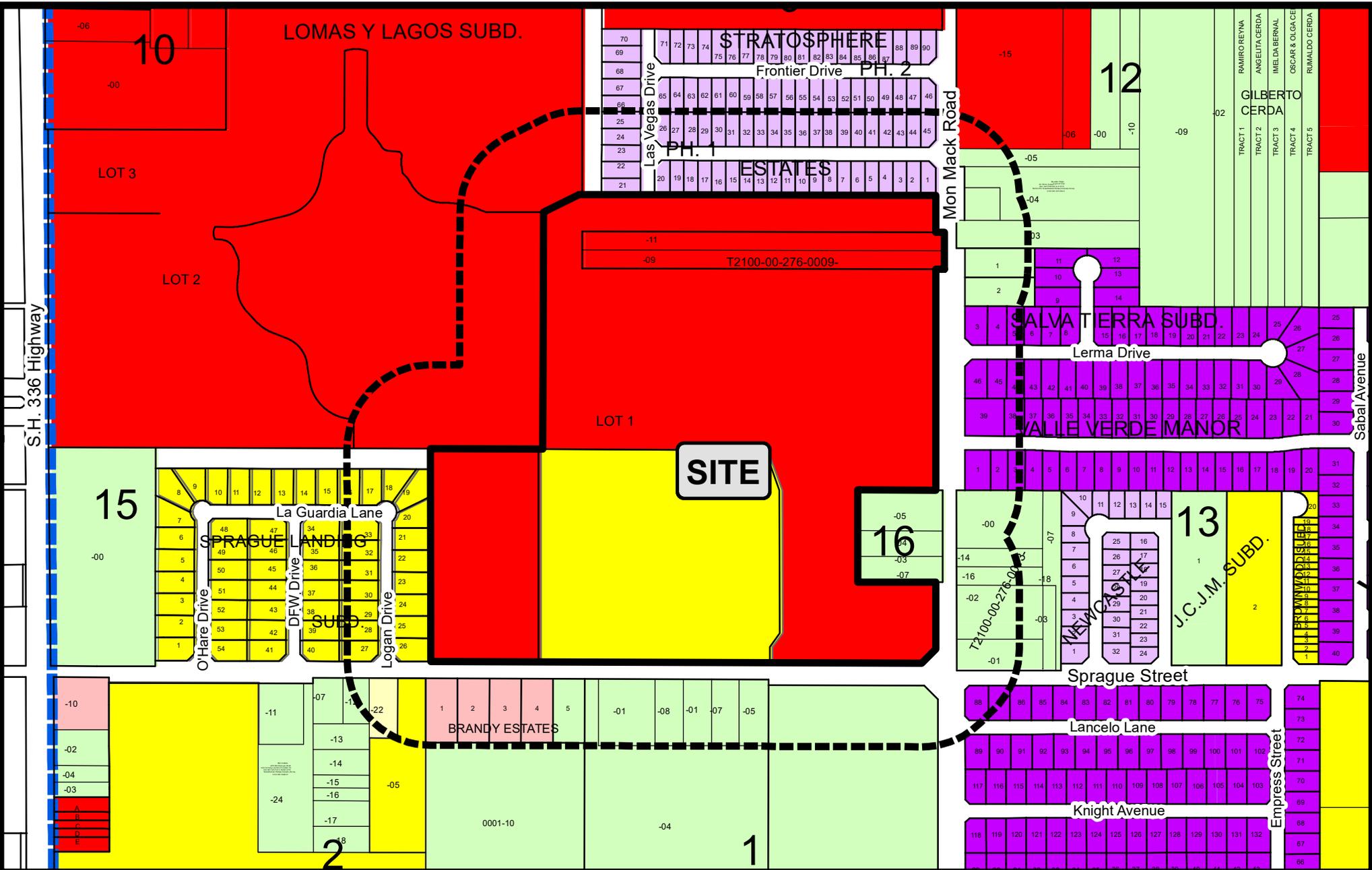
Staff mailed a notice of the public hearing before the Planning & Zoning Commission to ninety-seven (97) neighboring property owners and received one comment in favor and no comments against this request at the time of the report.

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



Legend
 Melden & Hunt

AERIAL PHOTO
FIRST NATIONAL BANK

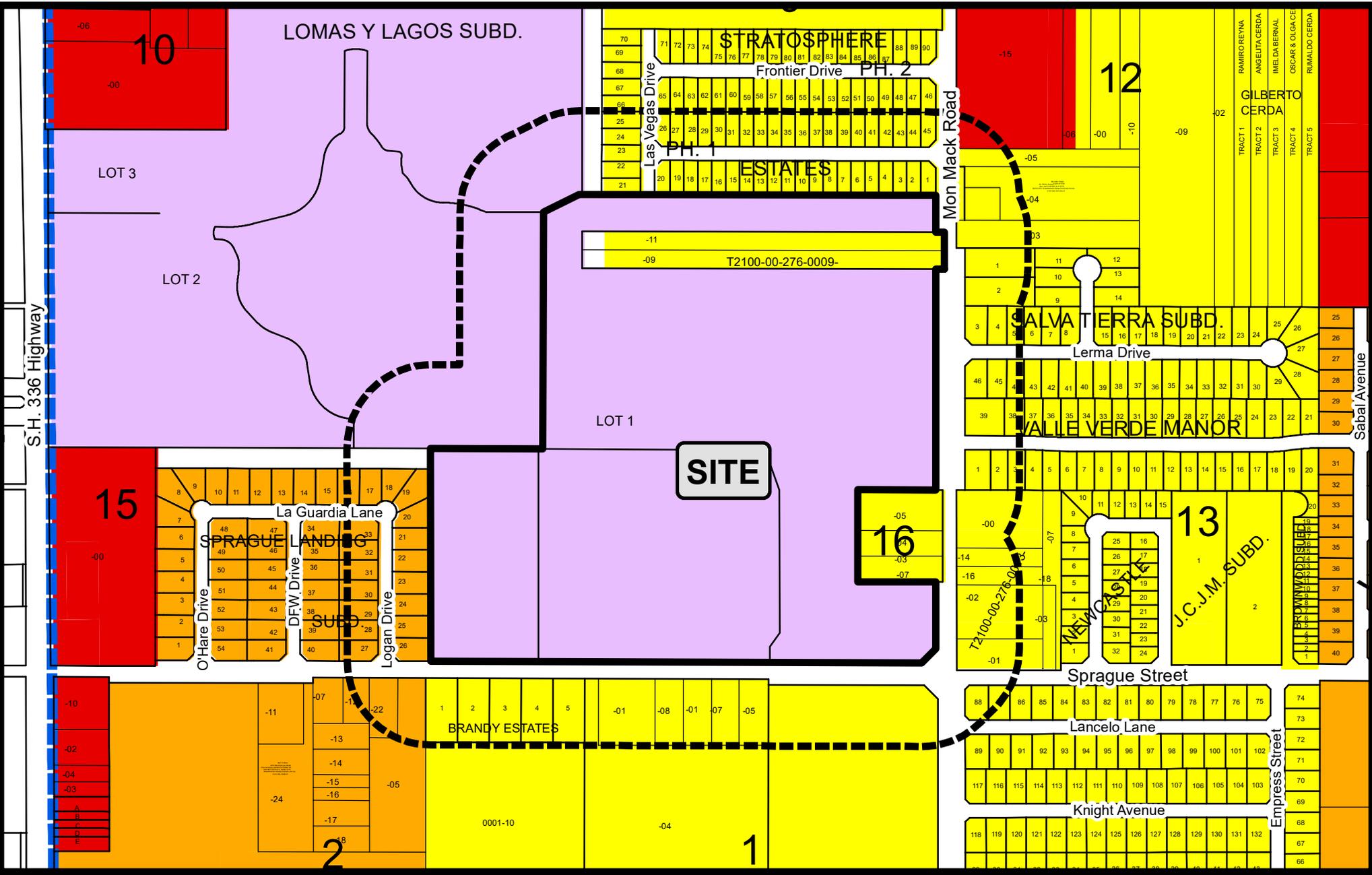


Legend

	Melden & Hunt		Commercial, General		Neighborhood Conservation MH
	300' NOTIFICATION		Commercial, Neighborhood		Suburban Residential
	City Limits		Downtown District		Urban Center
	Agriculture		Industrial		Urban Residential
	Auto-Urban Residential		Neighborhood Conservation 5		Urban University
	Business Park		Neighborhood Conservation 7.1		

THE COMPREHENSIVE PLAN AMENDMENT FROM OFFICE BUSINESS PARK USES TO AUTO-URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL GENERAL (CG) DISTRICT AND URBAN RESIDENTIAL (UR) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 S. MONMACK ROAD, AS REQUESTED BY FIRST NATIONAL BANK.



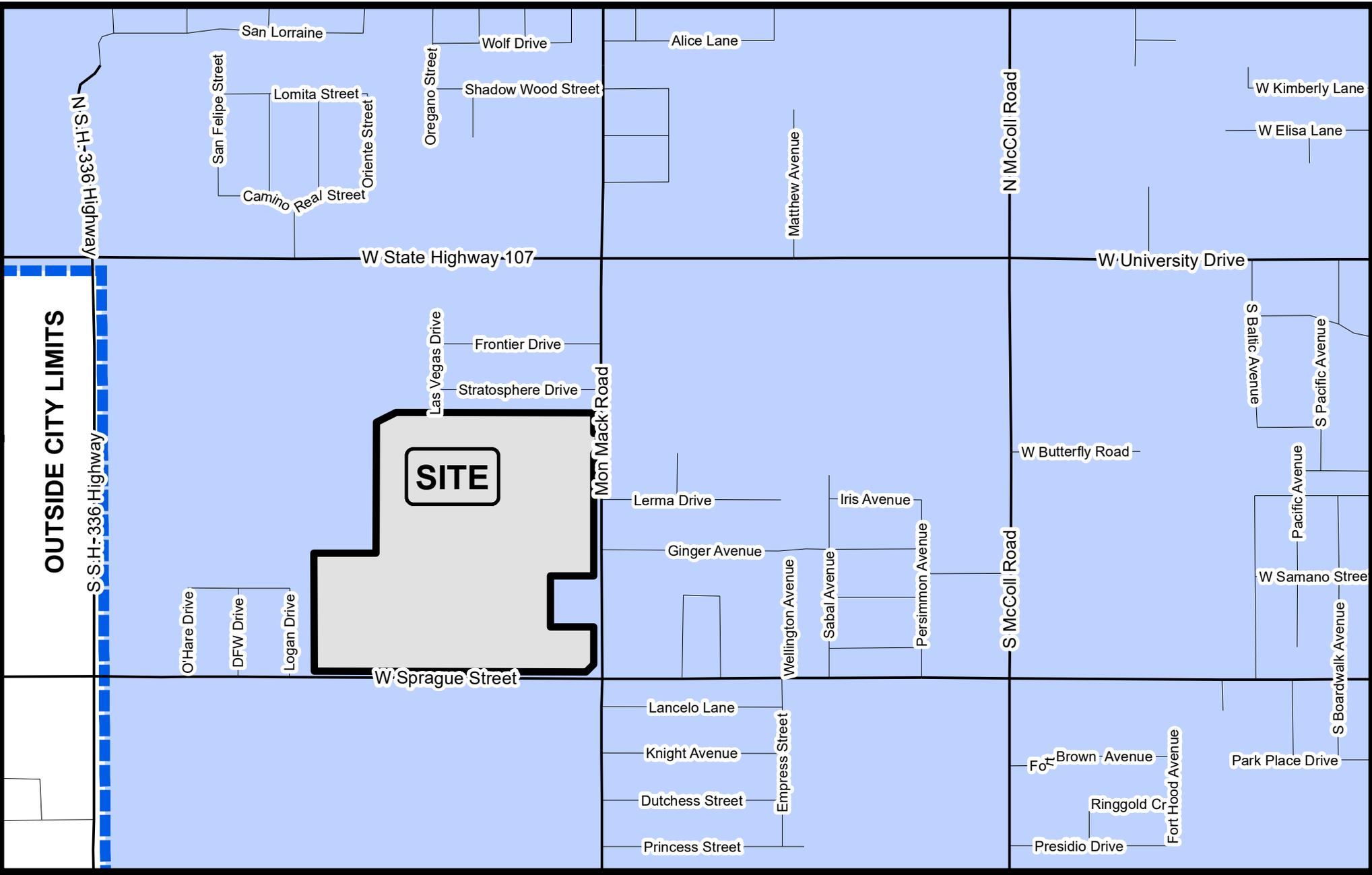


Legend FUTURE LAND USE

	Melden & Hunt		Downtown District		Neighborhood Commercial
	300' NOTification		General Commercial		Office Business Park
	City Limits		Industrial		Suburban
	Auto-Urban		Mobile Home		Urban
			Urban University		

THE COMPREHENSIVE PLAN AMENDMENT FROM OFFICE BUSINESS USES TO AUTO-URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL GENERAL (CG) DISTRICT AND URBAN RESIDENTIAL (UR) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 S. MONMACK ROAD, AS REQUESTED BY FIRST NATIONAL BANK.





OUTSIDE CITY LIMITS

Legend

-  Melden & Hunt
-  City Limits

FIRST NATIONAL BANK





REVISION BY DATE
MELDEN & HUNT INC.
 CONSULTANTS • ENGINEERS • SURVEYORS
 115 W. MCINTYRE
 EDINBURG, TX 78541
 (850) 969-1839 FAX (850) 969-1839
 ESTABLISHED 1947
 LICENSE NO. 100700000

ENG. TECH. O.C.R.N.	PROJECT ENG. F.I.L.K.	T.BOOK	PG.
1. RELEASE DATE	2. RELEASE DATE	3. RELEASE DATE	SCALE: 1" = 100'

MELDEN & HUNT, INC.
 TEXAS REGISTRATION F-1435

FRED L. KURTH
 54151
 LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRED L. KURTH, P.E. 54151

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

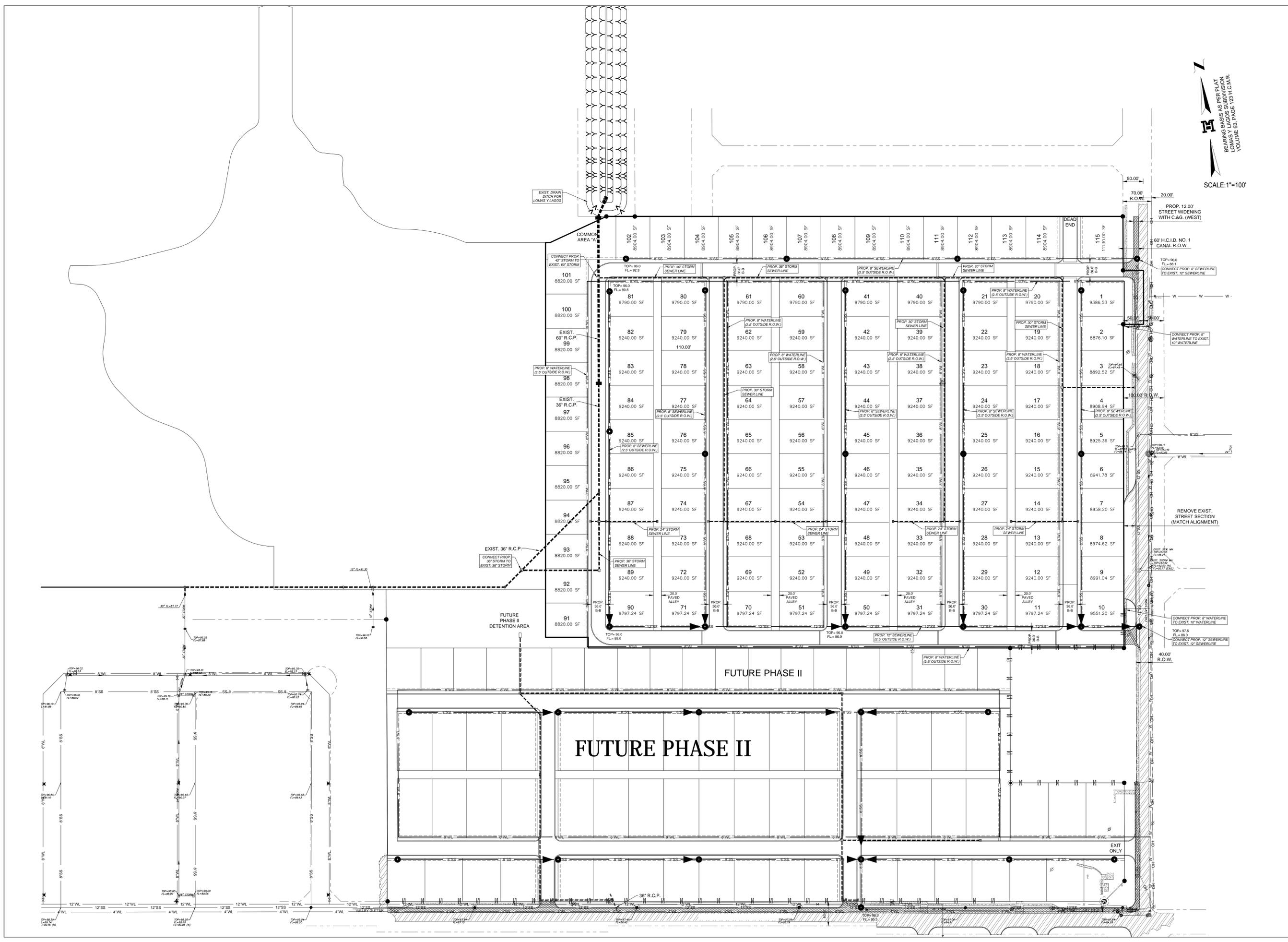
MONMACK LANDING SUBDIVISION
 EDINBURG, TEXAS

WATER & SEWER PAVING & DRAINAGE LAYOUT

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File Name: 15182.02

SHEET 1 OF 1



BEARING BASIS AS PER PLAT
 LOMAS Y ARBOS SUBDIVISION
 VOLUME 53, PAGE 123 H.C.M.R.
 SCALE: 1"=100'

THE COMPREHENSIVE PLAN AMENDMENT FROM OFFICE BUSINESS PARK USES TO AUTO-URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL GENERAL (CG) DISTRICT AND URBAN RESIDENTIAL (UR) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 S. MONMACK ROAD, AS REQUESTED BY MELDEN & HUNT ENGINEERING.

PROP. ID. 661924
ADAME MARTHA ELENA
508 S MONMACK RD
EDINBURG, TX. 78539-6577
LEGAL: VALLE VERDE MANOR LOT 39

PROP. ID. 681183
BAROCIO MANUEL & BLANCA M
3706 STRATOSPHERE DR
EDINBURG, TX. 78539-2366
LEGAL: STRATOSPHERE ESTATES LOT 7

PROP. ID. 661879
BARRON JESUS
3518 GINGER AVE
EDINBURG, TX. 78539
LEGAL: VALLE VERDE MANOR LOT 1

PROP. ID. 681194
BENNETT EDUARDO & HERMELINDA
3828 STRATOSPHERE DR
EDINBURG, TX. 78539-4366
LEGAL: STRATOSPHERE ESTATES LOT 18

PROP. ID. 701188
BERUMEN CAROLINA
3397 WALNUT ST
HUNTINGTON PARK, CA. 90255
LEGAL: SPRAGUE LANDING LOT 25

PROP. ID. 681179
BILSAR CONSTRUCTION LLC
2003 CHANCE DR NO B
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 3

PROP. ID. 681178
BILSAR CONSTRUCTION LLC
2003 CHANCE DR NO B
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 2

PROP. ID. 681199
BRASHER CHRISTOPHER L
303 LAS VEGAS DR
EDINBURG, TX. 78539-3465
LEGAL: STRATOSPHERE ESTATES LOT 23

PROP. ID. 681211
CAMARA CONCEPCION CURENO
3729 STRATOSPHERE DR
EDINBURG, TX. 78539-2367
LEGAL: STRATOSPHERE ESTATES LOT 35

PROP. ID. 701192
CAMPOS FERMIN & ANA L
2910 FLOWER ST
HUNTINGTON PARK, CA. 90255-6114
LEGAL: SPRAGUE LANDING LOT 29

PROP. ID. 681187
CANSDALES JOSE A & MARIA M
3730 STRATOSPHERE
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 11

PROP. ID. 681214
CANTU JAVIER & MARIA G
PO BOX 2067
EDINBURG, TX. 78540-2067
LEGAL: STRATOSPHERE ESTATES LOT 38

PROP. ID. 651956
CANTU JOSE MARIA GARZA
COL LAS FUENTES SECTOR LOMAS
SIERRA SANTA LUCIA 231
REYNOSA TAMAULIPAS 88719
MEXICO, .
LEGAL: VICTORIA HEIGHTS PH 3 LOT 87

PROP. ID. 681196
CANTU RAMIRO RENE
3840 STRATOSPHERE DR
EDINBURG, TX. 78539-4366
LEGAL: STRATOSPHERE ESTATES LOT 20

PROP. ID. 706784
CARILLO JOSE GUADALUPE & NELDA
406 S MONMACK RD
EDINBURG, TX. 78539-9144
LEGAL: SALVA TIERRA LOT 1

PROP. ID. 706785
CARRILLO EMMA
414 S MONMACK RD
EDINBURG, TX. 78539-9144
LEGAL: SALVA TIERRA LOT 2

PROP. ID. 681188
CASTILLO ROSA & JESUS M
3736 STRATOSPHERE DR
EDINBURG, TX. 78539-2366
LEGAL: STRATOSPHERE ESTATES LOT 12

PROP. ID. 651957
CERDA RICHARD SR & YOLANDA
3519 LANCELOT LN
EDINBURG, TX. 78539
LEGAL: VICTORIA HEIGHTS PH 3 LOT 88

PROP. ID. 681190
CHALEFF ALAN W & ROCIO
3804 STRATOSPHERE DR
EDINBURG, TX. 78539-4366
LEGAL: STRATOSPHERE ESTATES LOT 14

PROP. ID. 701196
CHAPA JOSE ANGEL
141 PASEO DEL PRADO AVE
EDINBURG, TX. 78539-9107
LEGAL: SPRAGUE LANDING LOT 33

PROP. ID. 681204
CHAVEZ JUAN S & MARIA AMPARO
3827 STRATOSPHERE DR
EDINBURG, TX. 78539-4889
LEGAL: STRATOSPHERE ESTATES LOT 28

PROP. ID. 681244
CONFIDENTIAL
3842 FRONTIER DR
EDINBURG, TX. 78539-3459
LEGAL: STRATOSPHERE ESTATES PH 2 LOT 65

PROP. ID. 510138
CORONA SAN JUANA T
3918 W SPRAGUE ST
EDINBURG, TX. 78539-8578
LEGAL: TEX-MEX SURVEY W101.67'-E761.67'-N250' LOT 1 SEC 278 0.58AC GR 0.53AC NET

PROP. ID. 681185
CRUZ CELESTINO JR & ANA MARIA
3718 STRATOSPHERE DR
EDINBURG, TX. 78539-2366
LEGAL: STRATOSPHERE ESTATES LOT 9

PROP. ID. 681180
CRUZ HECTOR H & YOLANDA
3620 STRATOSPHERE DR
EDINBURG, TX. 78539-2365
LEGAL: STRATOSPHERE ESTATES LOT 4

PROP. ID. 681216
CUATE DAVID JR
1314 DARTMOUTH AVE
EDINBURG, TX. 78539-1013
LEGAL: STRATOSPHER ESTATES LOT 40

PROP. ID. 297520
DAVILA HERALDO D & PLUTARCA
531 S MONMACK RD
EDINBURG, TX. 78539-6577
LEGAL: TEX-MEX SURVEY N66'-S528'-E330' LOT 16 SEC 277 0.50AC NET

PROP. ID. 507100
DOMINGUEZ EDWARD & MARIELA
4018 W SPRAGUE ST
EDINBURG, TX. 78539
LEGAL: BRANDY ESTATES LOT 1

PROP. ID. 507104
DOMINGUEZ EDWARD & MARIELA
4018 W SPRAGUE ST
EDINBURG, TX. 78539
LEGAL: BRANDY ESTATES LOT 3

PROP. ID. 507102
DOMINGUEZ EDWARD H & MARIELA
4018 W SPRAGUE ST
EDINBURG, TX. 78539
LEGAL: BRANDY ESTATES LOT 2

PROP. ID. 507105
DOMINGUEZ EDWARD H & MARIELA
4018 W SPRAGUE ST
EDINBURG, TX. 78539
LEGAL: BRANDY ESTATES LOT 4

PROP. ID. 507106
DOMINGUEZ TERESITA
4012 W SPRAGUE ST
EDINBURG, TX. 78539-8577
LEGAL: BRANDY ESTATES LOT 5

PROP. ID. 701195
DREFKE DANIEL L
1104 W SAM HOUSTON BLVD STE A
PHARR, TX. 78577-5104
LEGAL: SPRAGUE LANDING LOT 32

PROP. ID. 701194
DREFKE DANIEL L
1104 W SAM HOUSTON BLVD STE A
PHARR, TX. 78577-5104
LEGAL: SPRAGUE LANDING LOT 31

PROP. ID. 701193
DREFKE DANIEL L
1104 W SAM HOUSTON BLVD STE A
PHARR, TX. 78577-5104
LEGAL: SPRAGUE LANDING LOT 30

PROP. ID. 634368
EDINBURG CONS IND SCHOOL DIST
411 N 8TH AVE
EDINBURG, TX. 78541-3309
LEGAL: EDINBURG CONSOLIDATED IND SCHOOL DIST #12 LOT 1

PROP. ID. 297482
FIRST NATIONAL BANK
PO BOX 810
EDINBURG, TX. 78540-0810
LEGAL: TEX-MEX SURVEY LT 9-N 66'-S 198' X 1320' BK 277 2 AC GR 1.86 AC NET

PROP. ID. 297484
FIRST NATIONAL BANK
C/O FNBG FINANCIAL
PO BOX 1077
EDINBURG, TX. 78540
LEGAL: TEX-MEX SURVEY LT 9 N66'-S264'X1320' BLK 277 2AC GR 1.86AC NET

PROP. ID. 718830
FIRST NATIONAL BANK
C/O FNBG FINANCIAL
PO BOX 1077
EDINBURG, TX. 78540
LEGAL: LOMAS Y LAGOS LOT 1

PROP. ID. 681189
FLORES LUIS C & NANCIE
3742 STRATOSPHERE DR
EDINBURG, TX. 78539-2366
LEGAL: STRATOSPHERE ESTATES LOT 13

PROP. ID. 681217
FLORES VERONICA
3625 STRATOSHPERE DR
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 41

PROP. ID. 718831
FNBG FINANCIAL GROUP LP
PO BOX 1077
EDINBURG, TX. 78540
LEGAL: LOMAS Y LAGOS LOT 2

PROP. ID. 681212
GARZA DAANAE RAMIREZ
2111 ABDON CIR
EDINBURG, TX. 78541-8238
LEGAL: STRATOSPHERE ESTATES LOT 36

PROP. ID. 681215
GARZA DANIEL & ALEXANDRA GWEN
3705 STRATOSPHERE DRIVE
EDINBURG, TX. 78539
LEGAL: STRATOSPHER ESTATES LOT 39

PROP. ID. 661880
GARZA NINFA C
3514 GINGER AVE
EDINBURG, TX. 78539-3439
LEGAL: VALLE VERDE MANOR LOT 2

PROP. ID. 297393
GARZA VICTOR ETAL
13318 EVERHARD ST
EDINBURG, TX. 78542-1622
LEGAL: TEX-MEX SURVEY N64'-S565'-W678.6' LOT 12 BLK 276 1.0AC GR 0.96AC NET

PROP. ID. 681205
GAYA CARLOS & YAMILETTE PARDO
3821 STRATOSPHERE DR
EDINBURG, TX. 78539-4889
LEGAL: STRATOSPHERE ESTATES LOT 29

PROP. ID. 701181
GENESIS G Y S INVESTMENT LLC
4939 CAPONI FALLS LN
KATY, TX. 77494-8008
LEGAL: SPRAGUE LANDING LOT 18

PROP. ID. 297526
GONZABA AGUEDA T & EULALIA T IBARRA
720 S RAUL LONGORIA RD
EDINBURG, TX. 78542-5142
LEGAL: TEX-MEX SURVEY-E406.66'-W456.66'-N250' LOT 1 SEC 278 EXC E101.67'-W355' 1.75AC
GR 1.61AC NET

PROP. ID. 651955
GONZALES JUAN J & DENISE
3503 LANCELOT LN
EDINBURG, TX. 78539-3425
LEGAL: VICTORIA HEIGHTS PH 3 LOT 86

PROP. ID. 681192
GONZALEZ LUIS
1811 JASON AVE APT A
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 16

PROP. ID. 701183
GONZALEZ SERGIO E
4901 N 9TH ST
MCALLEN, TX. 78504-2897
LEGAL: SPRAGUE LANDING LOT 20

PROP. ID. 681197
GR INVERSIONES LLC
3910 W FREDDY GONZALEZ DR
EDINBURG, TX. 78539-9308
LEGAL: STRATOSPHERE ESTATES LOT 21

PROP. ID. 681200
GR INVERSIONES LLC
3910 W FREDDY GONZALEZ DR
EDINBURG, TX. 78539-9308
LEGAL: STRATOSPHERE ESTATES LOT 24

PROP. ID. 681172
GR INVERSIONES LLC
3910 W FREDDY GONZALEZ DR
EDINBURG, TX. 78539-9308
LEGAL: STRATOSPHERE ESTATES LOT 1

PROP. ID. 681182
GRACIA JULIENNE R
3632 STRATOSPHERE DR
EDINBURG, TX. 78539-2365
LEGAL: STRATOSPHERE ESTATES LOT 6

PROP. ID. 681213
GUERRERO OSCAR & ESMERALDA C GARCIA
3717 STRATOSPHERE DR
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 37

PROP. ID. 681195
HERNANDEZ MODERN ENTERPRISES INC
4108 ORA ST
EDINBURG, TX. 78539-3435
LEGAL: STRATOSPHERE ESTATES LOT 19

PROP. ID. 681219
HERNANDEZ MODERN ENTERPRISES INC
4108 ORA ST
EDINBURG, TX. 78539-3435
LEGAL: STRATOSPHERE ESTATES LOT 43

PROP. ID. 681273
HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX. 78542-7470
LEGAL: STRATOSPHERE ESTATES W70' D/D R/O/W LYING W OF LOTS 21-25

PROP. ID. 681272
HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX. 78542-7470
LEGAL: STRATOSPHERE ESTATES PH 2 W70' D/D R/O/W LYING W OF LOTS 66 - 70

PROP. ID. 681207
IPINA JESUS JR & REGINA
3809 STRATOSPHERE DR
EDINBURG, TX. 78539-4889
LEGAL: STRATOSPHERE ESTATES LOT 31

PROP. ID. 681221
LEAL FRANCISCO J III & MELISSA VERA
3601 STRATOSPHERE DR
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 45

PROP. ID. 681209
LEOMAR CONSTRUCTION LLC
PO BOX 2843
EDINBURG, TX. 78540
LEGAL: STRATOSPHERE ESTATES LOT 33 & 34

PROP. ID. 681181
LIFE CHOICES UNLIMITED INC
PO BOX 2344
EDINBURG, TX. 78540-2344
LEGAL: STRATOSPHERE ESTATES LOT 5

PROP. ID. 681186
LIFE CHOICES UNLIMITED INC
PO BOX 2344
EDINBURG, TX. 78540-2344
LEGAL: STRATOSPHERE ESTATES LOT 10

PROP. ID. 681191
LIFE CHOICES UNLIMITED INC
PO BOX 2344
EDINBURG, TX. 78540-2344
LEGAL: STRATOSPHERE ESTATES LOT 15

PROP. ID. 681203
LOERA ROBERTO JR & YURITZIN A
3833 STRATOSPHERE DR
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 27

PROP. ID. 706827
LOPEZ HUGO ALEJANDRO
3514 LERMA DR
EDINBURG, TX. 78539-4749
LEGAL: SALVA TIERRA LOT 45

PROP. ID. 681245
LOREDO RUBEN JR
321 LAS VEGAS DR
EDINBURG, TX. 78539-3465
LEGAL: STRATOSPHERE ESTATES PH 2 LOT 66

PROP. ID. 681208
MASCORRO MARELENE
3803 STRATOSPHERE
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 32

PROP. ID. 701191
MONARREZ EFREN Y
13645 KELTON CT
MORENO VALLEY, CA. 92555-6018
LEGAL: SPRAGUE LANDING LOT 28

PROP. ID. 297521
NECIPOGLU MARIA T
1109 BERKELY DR
EDINBURG, TX. 78539-2717
LEGAL: TEX-MEX SURVEY N132'-S660'-E330' LOT 16 SEC 277 1.0AC NET

PROP. ID. 701180
NGUYEN DUC V
10100 N 12TH ST
MCALLEN, TX. 78504-9431
LEGAL: SPRAGUE LANDING LOT 17

PROP. ID. 701187
NGUYEN DUC V & JENNY V
10100 N 12TH ST
MCALLEN, TX. 78504-9431
LEGAL: SPRAGUE LANDING LOT 24

PROP. ID. 681218
NUNEZ JULIETA
2022 LA CANTERA ST
EDINBURG, TX. 78541-3179
LEGAL: STRATOSPHERE ESTATES LOT 42

PROP. ID. 297523
OROZCO SYLVIA
701 S MONMACK RD
EDINBURG, TX. 78539-6535
LEGAL: TEX-MEX SURVEY N66'-S396'-E330' LOT 16 SEC 277 0.50AC GR 0.48AC NET

PROP. ID. 297391
ORTEGA LIONEL MARGARITO
336 MON MACK RD
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY N1.09'-S4.83AC LOT 12 BLK 276 1.58AC NET

PROP. ID. 297394
OSMENT LOUANN
PO BOX 5718
MCALLEN, TX. 78502-5718
LEGAL: TEX-MEX SURVEY N718'-W493.85' LOT 12 BLK 276 8.14AC GR 6.85AC NET

PROP. ID. 544918
PADILLA SYLVIA JEAN
946 JAMESON WAY
WESTMONT, IL. 60559-2673
LEGAL: TEX-MEX SURVEY W330'-N66'-S462' LOT 13 SEC 276 0.50AC GR 0.47AC NET

PROP. ID. 548230
PADILLA SYLVIA JEAN
946 JAMESON WAY
WESTMONT, IL. 60559-2673
LEGAL: TEX-MEX SURVEY W330'-N66'-S396' LOT 13 SEC 276 0.50AC GR 0.47AC NET

PROP. ID. 661916
PERALES JOE H & TERESITA H
1315 ROCOTILLO LN
EDINBURG, TX. 78539-6092
LEGAL: VALLE VERDE MANOR LOT 38

PROP. ID. 860423
RAY DEL MAR INVESTMENTS LLC
1012 MARTIN AVE STE C
MCALLEN, TX. 78504-3384
LEGAL: TEX-MEX SURVEY N132'-S264'-W330'- LOT 13 SEC 276 1.00 AC GR 0.94AC NET

PROP. ID. 701185
REED THURMAN R & SHARON O
3717 S J ST
MCALLEN, TX. 78503-1433
LEGAL: SPRAGUE LANDING LOT 22

PROP. ID. 701186
REED THURMAN R & SHARON O
3717 S J ST
MCALLEN, TX. 78503-1433
LEGAL: SPRAGUE LANDING LOT 23

PROP. ID. 701184
REED THURMAN R & SHARON O TRUSTEES
THURMAN R & SHARON O REED AGREEMENT
3717 S J ST
MCALLEN, TX. 78503-1433
LEGAL: SPRAGUE LANDING LOT 21

PROP. ID. 706826
REYES ARACELY & OMAR GARCIA
3510 LERMA DR
EDINBURG, TX. 78539-4749
LEGAL: SALVA TIERRA LOT 44

PROP. ID. 498863
RIO GRANDE BIBLE INSTITUTE
4300 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-9650
LEGAL: TEX-MEX SURVEY E15AC-N250'-W50' &-S1070'-W660'-LOT 1 & -N1040'-S1070'-E569.8'-
LOT 2 BLK 278 15.00AC NET

PROP. ID. 634796
RIO GRANDE BIBLE INSTITUTE
4300 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-9650
LEGAL: TEX-MEX SURVEY N250'-W50' & S1070'-W660' LOT 1 & N1040'-S1070'-E569.8' LOT 2
BLK 278 EXC E15AC 15.10AC GR 15.08AC NET

PROP. ID. 297392
RIOJAS ANGELICA
322 S MONMACK RD
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY N116.20'-S433.20'-W179.17' LOT 12 SEC 276 0.48AC GR 0.35AC NET

PROP. ID. 800002
RIOJAS REYNALDO
322 S MONMACK RD
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY N192'-S509'-W678.6' EXC N116.20'-S433.20'-W116.20' LOT 12 SEC
276 2.52AC GR 2.43AC NET

PROP. ID. 706828
RIOJAS ROSANA DBA RICH HERITAGE CONSTRUCTION
3400 ROBIN
PHARR, TX. 78577-7937
LEGAL: SALVA TIERRA LOT 46

PROP. ID. 681198
RIOS AMBROSIO JR
309 LAS VEGAS DR
EDINBURG, TX. 78539-3465
LEGAL: STRATOSPHERE ESTATES LOT 22

PROP. ID. 583893
RIOS CONRADO C & ADELINA
4108 W SPRAGUE
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY W101.33'-E772.41'-N234.93' LOT 2 SEC 278 0.546AC GR 0.50AC
NET

PROP. ID. 297532
RIOS CONRADO C & ADELINA
4108 W SPRAGUE
EDINBURG, TX. 78539
LEGAL: TEX-MEX SURVEY W202.67'-E772.47'-N644.7' EXC W101.33'-N234.93' LOT 2 SEC 278
2.45 AC GR 2.40 AC NET

PROP. ID. 681206
SALAZAR GILBERTO S & CELIA M & ALEXANDRA L YBARRA
3815 STRATOSPHERE DR
EDINBURG, TX. 78539-4889
LEGAL: STRATOSPHERE ESTATES LOT 30

PROP. ID. 701189
SALINAS JOSE R & MARIA J
1500 FULLERTON AVE
MCALLEN, TX. 78504-5866
LEGAL: SPRAGUE LANDING LOT 26

PROP. ID. 626120
SALINAS ROSALINDA T
4008 W SPRAGUE ST
EDINBURG, TX. 78539-8577
LEGAL: TEX-MEX SURVEY W101.67'-E1066.67'-N250 LOT 1 SEC 278 0.58AC GR 0.53AC NET

PROP. ID. 297519
SANCHEZ STEVEN GLEN
PO BOX 2242
EDINBURG, TX. 78540-2242
LEGAL: TEX-MEX SURVEY N66'-S462'-E330' LOT 16 SEC 277 0.50AC NET

PROP. ID. 706786
SANDOVAL LUIS & CAROLINA RESENDEZ
3517 LERMA DR
EDINBURG, TX. 78539-4760
LEGAL: SALVA TIERRA LOT 3

PROP. ID. 701182
SANTIAGO FERNANDO N & LINDA M
818 PEACHTREE WAY
POMONA, CA. 91767-2561
LEGAL: SPRAGUE LANDING LOT 19

PROP. ID. 681201
SEIN RAUL E
2110 DIANE DR
MISSION, TX. 78572
LEGAL: STRATOSPHERE ESTATES LOT 25

PROP. ID. 297538
SHIRVANI HOSIN
4214 W SPRAGUE ST
EDINBURG, TX. 78539-8844
LEGAL: TEX-MEX SURVEY-E152.66'-W946.97'-N285.34' LOT 2 SEC 278 1.00AC GR 0.86AC NET

PROP. ID. 681193
SWEARINGER IRENE
4108 ORA ST
EDINBURG, TX. 78539-3435
LEGAL: STRATOSPHERE ESTATES LOT 17

PROP. ID. 681202
TORRES DANIEL JR & ERIKA L GARZA
3839 STRATOSPHERE
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 26

PROP. ID. 539871
TREJO ANTONIO
PO BOX 6056
MCALLEN, TX. 78502-6056
LEGAL: TEX-MEX SURVEY-W106.67'-E863.34'-N250' LOT 1 SEC 278 0.58AC GR 0.53AC NET

PROP. ID. 661881
TREVINO LEONEL JR & AMY CORINA
3510 GINGER AVE
EDINBURG, TX. 78539-3439
LEGAL: VALLE VERDE MANOR LOT 3

PROP. ID. 706787
VELASQUEZ ELISEO JR
8213 MARS LANE
MISSION, TX. 78574
LEGAL: SALVA TIERRA LOT 4

PROP. ID. 297402
VERDUGO WALTER R & ELENA P LOZANO
3516 E EXPRESSWAY 83 STE A
WESLACO, TX. 78596
LEGAL: TEX-MEX SURVEY S132'-W330'-LOT 13 BLK 276 1.0AC GR 0.80AC NET

PROP. ID. 681220
WALKER SKYLER
3607 STRATOSPHERE DR
EDINBURG, TX. 78539
LEGAL: STRATOSPHERE ESTATES LOT 44

PROP. ID. 701190
WIMBERLY CORY & SIENA
2005 ROCHESTER ST
EDINBURG, TX. 78539-1821
LEGAL: SPRAGUE LANDING LOT 27

PROP. ID. 706788
YKL PROPERTIES INC
3802 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-9669
LEGAL: SALVA TIERRA LOT 5

PROP. ID. 297401
ZAMORA ANITA & ALBERT
7440 W 62ND PL
SUMMIT ARGO, IL. 60501-1708
LEGAL: TEX-MEX SURVEY N198'-S660'-W330' & N66-S330'-W330'-LOT 13 SEC 276 2.00AC GR
1.88AC NET

THE CITY OF EDINBURG

NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, March 8, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

THE COMPREHENSIVE PLAN AMENDMENT FROM OFFICE BUSINESS PARK USES TO AUTO-URBAN USES AND THE REZONING REQUEST FROM COMMERCIAL GENERAL (CG) DISTRICT AND URBAN RESIDENTIAL (UR) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, BEING 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 S. MONMACK ROAD, AS REQUESTED BY MELDEN & HUNT ENGINEERING.

This request is scheduled to be heard by the City Council on Tuesday, April 5, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore, please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, March 8, 2016
- EMAIL- dgonzalez@cityofedinburg.com

Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

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

Comments: _____

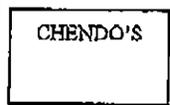
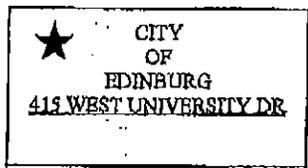
Print Name: Chris Brashe Phone No.: _____

Address: 303 Las Vegas Dr City: Edinburg State: TX Zip: 78539

NOTIFICACION

Si Tiene preguntas o necesita mas informacion sobre esta aplicacion, o el lugar de la audiencia, por favor llame al 956-388-8202.

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



8th Ave.

University Dr. (S.H.107)

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- FAX- (956) 292-2080 by Tuesday, March 8, 2016
- EMAIL- dgonzalez@cityofedinburg.com

Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

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

Comments: This is a quiet single family area My family has own the property across the street for generations we would like it to remain a quiet safe area.

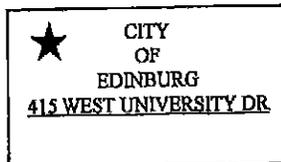
Print Name: Sylvia Padilla Phone No.: 630 7199546

Address: 946 Jameson Way City: Westmont State: IL Zip: 60559

NOTIFICACION

Si Tiene preguntas o necesita mas información sobre esta aplicación, o el lugar de la audiencia, por favor llame al 956-388-8202.

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



CHENDO'S

RECEIVED

MAR 08 2016

BY: DMS

8th Ave.

University Dr. (S.H.107)

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, GENERAL (CG) DISTRICT AND URBAN RESIDENTIAL (UR) DISTRICT TO AUTO-URBAN RESIDENTIAL (AU) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 SOUTH MON MACK 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 Commercial, General (CG) District, the Urban Residential (UR), AND THE Auto-Urban Residential (AU) 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 59.44 acres out of Lot 1, Lomas Y Lagos Subdivision and Lot 9, Section 277, Texas-Mexican Railway Company Survey, located at 594 South Mon Mack Road, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) 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 March 8, 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 April 5, 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, General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Urban Residential (UR) District to Auto-Urban Residential (AU) 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 5th day of April, 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

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 59.44 ACRES OUT OF LOT 1, LOMAS Y LAGOS SUBDIVISION AND LOT 9, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 594 SOUTH MON MACK ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR AUTO-URBAN 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 Office Business Park Uses to Auto Urban Uses; and,

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

WHEREAS, such development is not detrimental to the Office Business Park 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 Auto-Urban Uses. The conditions that exist are:

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of April, 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/first national bank-cg to ur-4-5-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages and Late Hours for The Reserve, Being Lots 31 and 32 Sheaval Subdivision, Located at 205 Conquest Boulevard, as Requested by Robert Tijerina. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting the City's approval for The Reserve Bar to be opened during late hours and to be able to sell beer, wine, and mixed beverages at 205 Conquest Boulevard, Being Lots 31 and 32 Sheaval Subdivision. The proposed days and hours of operation would be Monday through Sunday from 12:00 p.m. to 2:00 a.m.

The property is currently zoned Commercial General (CG) District and the surrounding zoning is Commercial General (CG) District and Urban University (UU). The applicant is requesting this special use permit to sell alcohol at the aforementioned location.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to twelve (12) neighboring residents and received no comments in favor of or against this request at the time of this report.

The Planning and Zoning Commission recommended with a vote of 7-0 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 proposes the business is a commercial property and this type of use is allowed within the district.

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
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

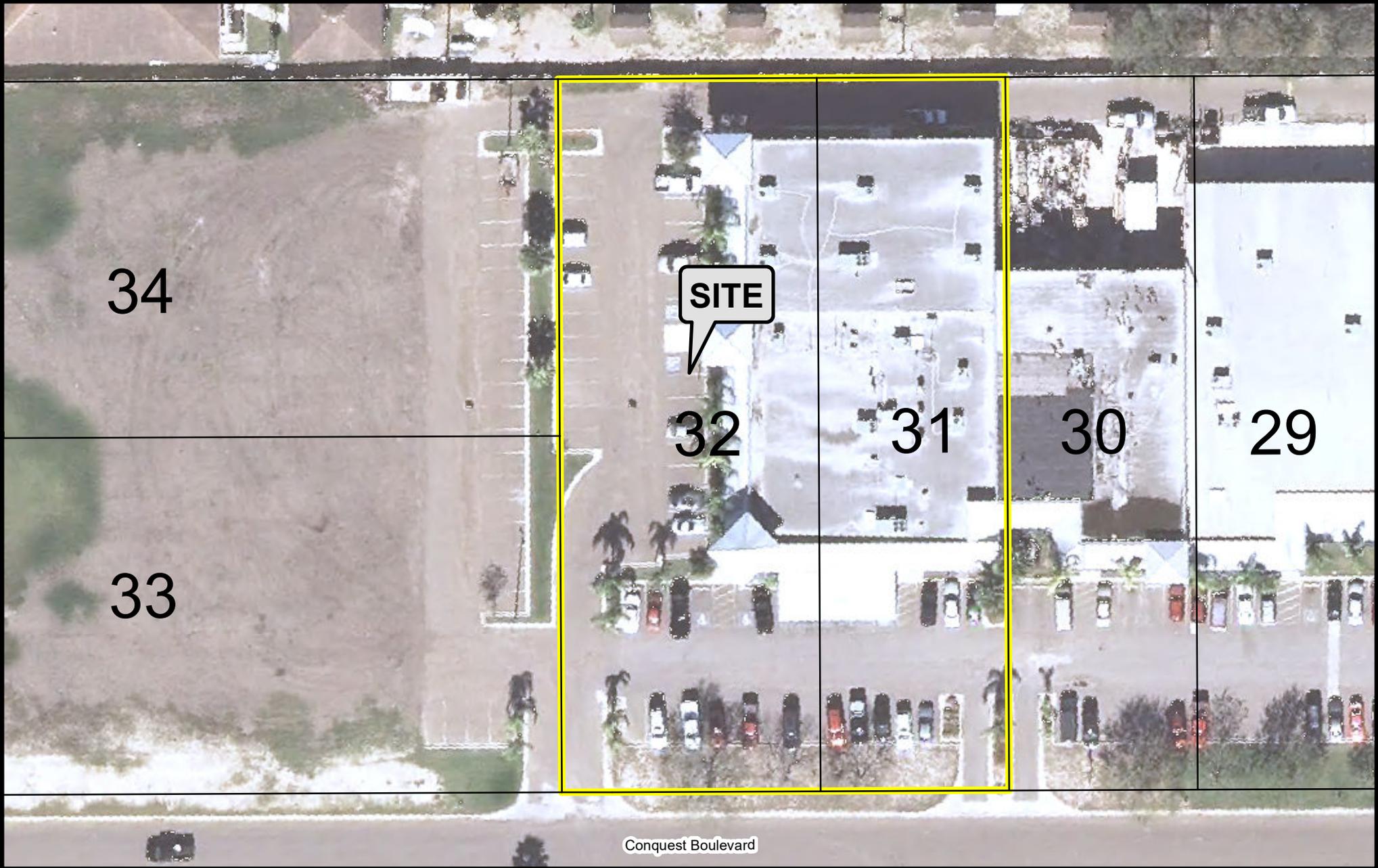
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



34

SITE

32

31

30

29

33

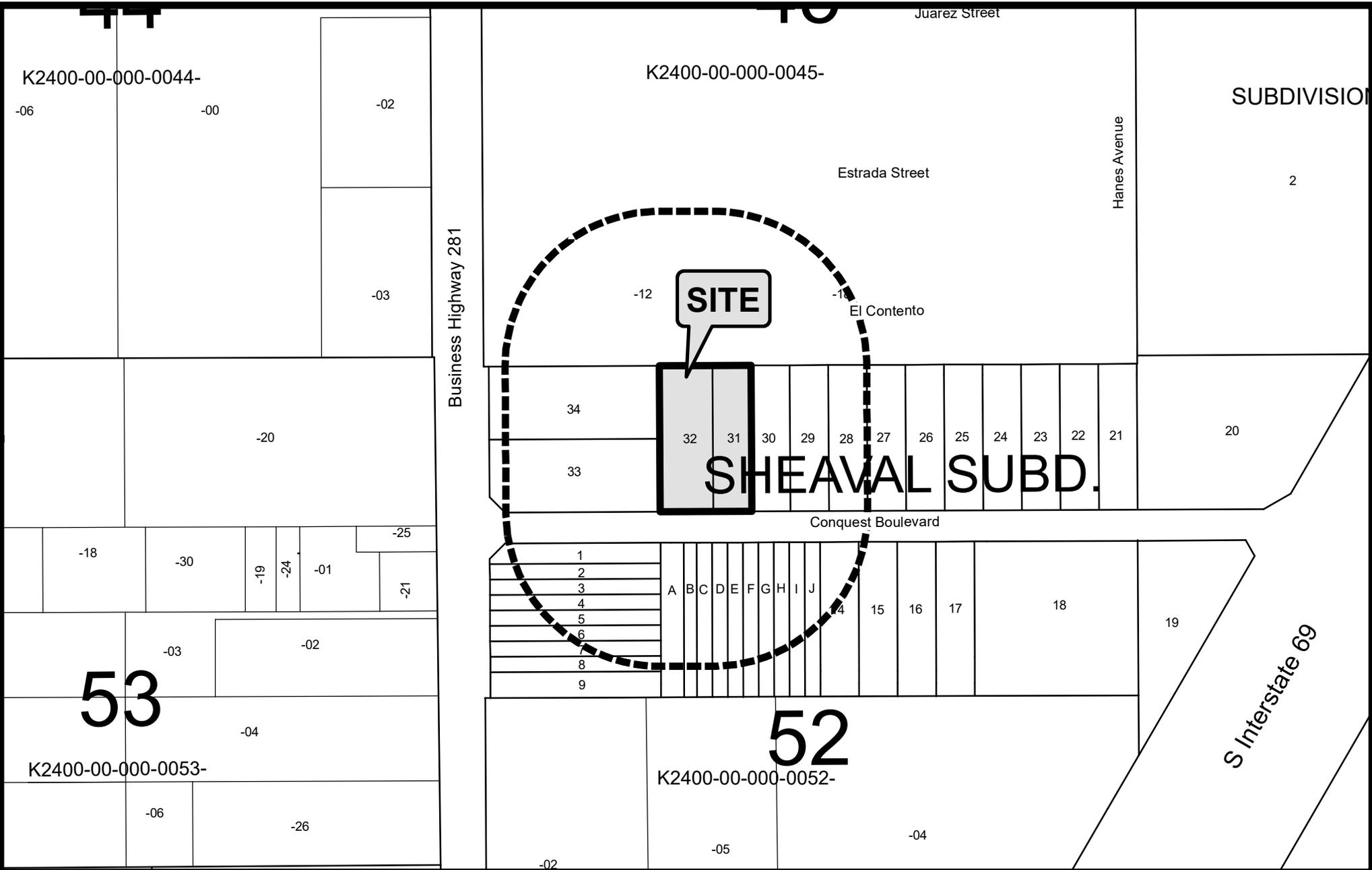
Conquest Boulevard

Legend
 Robert Tijerina
 City Limits

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS FOR THE RESERVE, BEING LOTS 31 & 32, SHEAVAL SUBDIVISION, LOCATED AT 205 CONQUEST BOULEVARD, AS REQUESTED BY ROBERT TIJERINA.



THE CITY OF
DINBURG

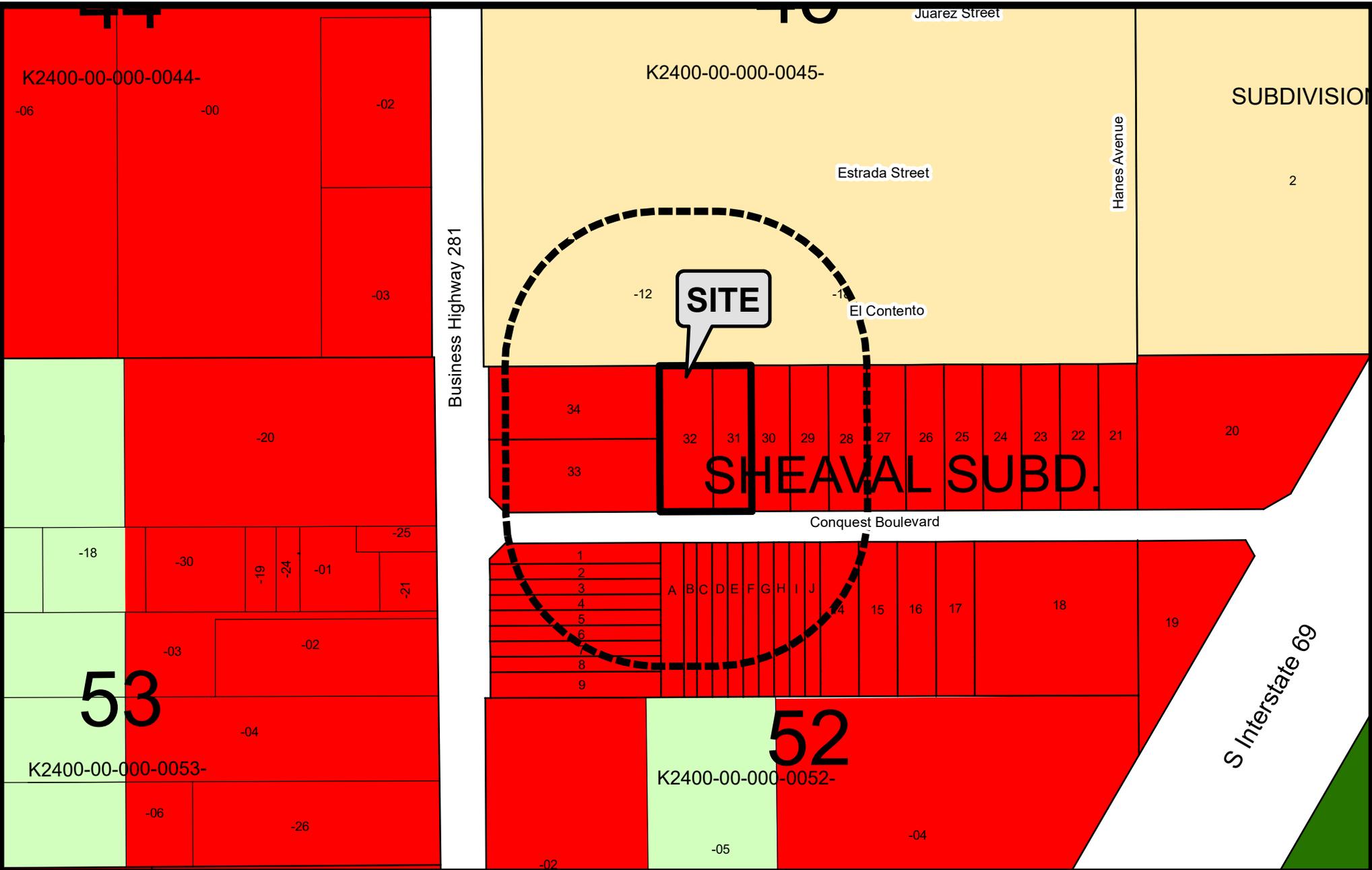


Legend

-  Robert Tijerina
-  300' Notification
-  City Limits

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS FOR THE RESERVE, BEING LOTS 31 & 32, SHEAVAL SUBDIVISION, LOCATED AT 205 CONQUEST BOULEVARD, AS REQUESTED BY ROBERT TIJERINA.





Legend

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

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS FOR THE RESERVE, BEING LOTS 31 & 32, SHEAVAL SUBDIVISION, LOCATED AT 205 CONQUEST BOULEVARD, AS REQUESTED BY ROBERT TIJERINA.

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS FOR THE RESERVE, BEING LOTS 31 & 32, SHEAVAL SUBDIVISION, LOCATED AT 205 CONQUEST BOULEVARD, AS REQUESTED BY ROBERT TIJERINA.

PROP. ID. 654717
ALLSTATE HOSPICE LLC
4013 S SUBAN RD
EDINBURG, TX. 00000
LEGAL: SHEAVAL LOT 6

PROP. ID. 711961
ANGELITO DE DIOS & MARIA DURAN FMLY LMTD PARTNERSHIP
222 E RIDGE RD STE 116
MCALLEN, TX. 78503-1251
LEGAL: SHEAVAL LOT D

PROP. ID. 711960
ANGELITO DE DIOS & MARIA DURAN FMLY LMTD PARTNERSHIP
222 E RIDGE RD STE 116
MCALLEN, TX. 78503-1251
LEGAL: SHEAVAL LOT C

PROP. ID. 711959
ANGELITO DE DIOS & MARIA DURAN FMLY LMTD PARTNERSHIP
222 E RIDGE RD STE 116
MCALLEN, TX. 78503-1251
LEGAL: SHEAVAL LOT B

PROP. ID. 711958
ANGELITO DE DIOS & MARIA DURAN FMLY LMTD PARTNERSHIP
222 E RIDGE RD STE 116
MCALLEN, TX. 78503-1251
LEGAL: SHEAVAL LOT A

PROP. ID. 654712
B G S NARAINDas INC
1225 N EXPRESSWAY STE 4C
BROWNSVILLE, TX. 78520-8358
LEGAL: SHEAVAL LOT 1

PROP. ID. 654713
B G S NARAINDas INC
1225 N EXPRESSWAY STE 4C
BROWNSVILLE, TX. 78520-8358
LEGAL: SHEAVAL LOT 2

PROP. ID. 711964
CERELLI JUSTIN S
214 CONQUEST
EDINBURG, TX. 78539-3041

LEGAL: SHEAVAL LOT G

PROP. ID. 711963
CERELLI JUSTIN S
214 CONQUEST
EDINBURG, TX. 78539-3041
LEGAL: SHEAVAL LOT F

PROP. ID. 654739
EDINBURG QUEST MEDICAL CENTER LTD
301 CONQUEST
EDINBURG, TX. 78539-3040
LEGAL: SHEAVAL LOT 28 & 29

PROP. ID. 654738
INTEGRAL SOURCE SOLUTIONS LLC
302 E COMA AVE STE 16
HIDALGO, TX. 78557
LEGAL: SHEAVAL LOT 27

PROP. ID. 654718
JIMENEZ INVESTMENTS LLC
PO BOX 654
ALAMO, TX. 78516-0654
LEGAL: SHEAVAL LOT 7 8 & 9

PROP. ID. 654714
MINIDOKA LANDCO LLC
4610 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-7279
LEGAL: SHEAVAL LOT 3

PROP. ID. 711962
PRINCE SAMEER LTD
4614 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-7279
LEGAL: SHEAVAL LOT E

PROP. ID. 711965
PRINCE SAMEER LTD
4614 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-7279
LEGAL: SHEAVAL LOT H I & J

PROP. ID. 654715
PRINCE SAMEER LTD
4614 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-7279
LEGAL: SHEAVAL LOT 4

PROP. ID. 654716

PRINCE SAMEER LTD
4614 S BUSINESS HIGHWAY 281
EDINBURG, TX. 78539-7279
LEGAL: SHEAVAL LOT 5

PROP. ID. 201936
RIO GRANDE BIBLE INSTITUTE
3501 PASEO DEL REY
EDINBURG, TX. 78542-9547
LEGAL: KELLY PHARR TRACT ALL LOT 45 & N16.50' LOT 52 40.50 AC GR 37.52 AC NET

PROP. ID. 654725
SCHUNIOR I REAL ESTATE
LIMITED PARTNERSHIP
1407 MALTESE ST
EDINBURG, TX. 78539-3442
LEGAL: SHEAVAL LOT 14-15 & W20.70' OF LOT 16

PROP. ID. 654741
SHEA LTD
205 CONQUEST
EDINBURG, TX. 78539-3008
LEGAL: SHEAVAL LOTS 30

PROP. ID. 654744
SHEA LTD
205 CONQUEST
EDINBURG, TX. 78539-3008
LEGAL: SHEAVAL LOTS 33 & 34

PROP. ID. 654742
SHEA LTD
205 CONQUEST
EDINBURG, TX. 78539-3008
LEGAL: SHEAVAL LOT 31 & 32

<u>Incident Address</u>	<u>Incident Date And</u>	<u>Incident Nature of Call</u>	<u>Incident Number</u>	<u>Incident Type</u>
205 CONQUEST BLVD	04/25/2015 22:16:37	RED 09 CHEVY RED IMPALA	2015-00019929	MINOR ACC
205 CONQUEST BLVD	04/27/2015 12:06:14	SOCIAL CLUB/IND: NW GALLERY ENTRY/CB: 3164700	2015-00020141	Alarm Burglary
205 CONQUEST BLVD	05/18/2015 05:21:07	JASON YBARRA WATER DEPT ADV WATER BEING SHUT OFF TO LOC	2015-00024058	Test Call
205 CONQUEST BLVD	06/05/2015 09:02:37	SOCIAL CLUB IND:PATIO ENTRYCB 316-4700	2015-00027244	Alarm Burglary
205 CONQUEST BLVD	12/19/2015 00:19:07	SEVERAL PEOPLE INTOX, NOT WANTING TO LEAVE LOC	2015-00062702	Police Services
205 CONQUEST BLVD	12/19/2015 16:52:59	THROUGHOUT THE DAY @ SOCIAL CLUB	2015-00062817	Patrol Check
205 CONQUEST BLVD	12/26/2015 19:53:11	BUS: THE SOCIAL CLUB IND: BACK DOORCB: 9563164700	2015-00064128	Alarm Burglary
205 CONQUEST BLVD	01/18/2016 15:55:19	SOCIAL CLUB IND:ENTRY DOOR CB:956-316-4700	2016-00002935	Alarm Burglary

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AND LATE HOURS FOR THE RESERVE, BEING LOTS 31 AND 32, SHEAVAL SUBDIVISION, LOCATED AT 205 CONQUEST BOULEVARD, 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, Robert Tijerina 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 and Late Hours for The Reserve, being Lots 31 and 32, Sheaval Subdivision, located at 205 Conquest Boulevard, 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 Robert Tijerina for the On-Premise Consumption of Alcoholic Beverages and Late Hours for The Reserve, located at 205 Conquest Boulevard, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **February 6, 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 5th day of April, 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-the reserve-robert Tijerina-4-5-16

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/08/16
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/03/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for (Late Hours) for The Reserve

APPLICANT: Robert Tijerina

AGENT: N/A

LEGAL: Being Lots 31 and 32 Sheaval Subdivision

LOCATION: 205 Conquest Boulevard

LOT/TRACT SIZE: 1.15 Acres

CURRENT USE OF PROPERTY: Rental Establishment

PROPOSED USE OF PROPERTY: Bar

**EXISTING LAND USE/
ADJACENT ZONING:** North - School. Urban University (UU) District
South - Comm. Commercial General (CG) District
East - Comm. Commercial General (CG) District
West- Comm. Commercial General (CG) District

LAND USE PLAN DESIGNATION: General Commercial

ACCESS AND CIRCULATION: This property has access to Closner Boulevard, 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
ROBERT TIJERINA – THE RESERVE**

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 urban university uses.
3. The proposed days and hours of operation would be Mondays through Sundays from 12:00 p.m. to 2:00 a.m.
4. Staff mailed a notice of the public hearing on this request to twelve (12) property owners and received no comments in favor of or against this request.
5. 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 06, 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.

SPECIAL USE PERMIT
ROBERT TIJERINA – THE RESERVE

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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Hold Public Hearing and Consider an Extension of Variance Approval to the Unified Development Code Article 12, Signs, Division 12.203, Off-Premise Signs for Rio D.M.E Medical Supply Services, Being the South 65.3 Feet out of the North East 265.3 Feet out of the East Half of Block 6 Country Club Place, Located at 1217 South Closner Blvd. as Requested by Jessica and Marie Lozano. [Jesus R. Saenz Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is submitting a request for an extension of approval for a Variance to the City's Sign Regulations. The zoning for this property is Commercial General (CG) District and business is a Durable Medical Equipment supply company. A meeting was held with the applicants to discuss city sign requirements and evaluate their sign proposal. The applicant was previously approved by City Council on August 6, 2014. At this meeting the applicant was approved to place a Billboard sign on their property approximately 30 feet high with square footage of 144 feet.

According to the City's Unified Development Code an off premise sign may not be located closer than 300 feet from an existing on premise sign or building, and must be setback at least 15 feet from the right of way for existing streets or highways. The proposed sign would be approximately 30 feet from an existing building on the lot and less than 100 feet from adjacent buildings to the north and south.

The City adopted Sign Regulations on April 5, 2011. These regulations contain standards intended to avoid visual clutter, which is potentially harmful to traffic, and pedestrian safety, property values, business opportunities, and community appearance. These regulations govern the use, size location, construction and maintenance of signs.

The extension would be granted for a period not to exceed 24 months. This request is required to be approved by the decision making bodies which initially recommended for and approved the variance.

The Planning and Zoning Commission recommended with a vote of 7-0 to approve the extension for 24 months from the date of expiration.

RECOMMENDATION:

Staff recommends denial of the variance. The Unified Development Code does not allow for the proposed billboard sign to be at the distance or location requested by the applicants. Placement of the billboard sign at this location is not compatible to the intent of the City of Edinburg sign regulation.

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
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

**SIGN VARIANCE
JESSICA AND MARIE LOZANO**

EVALUATION

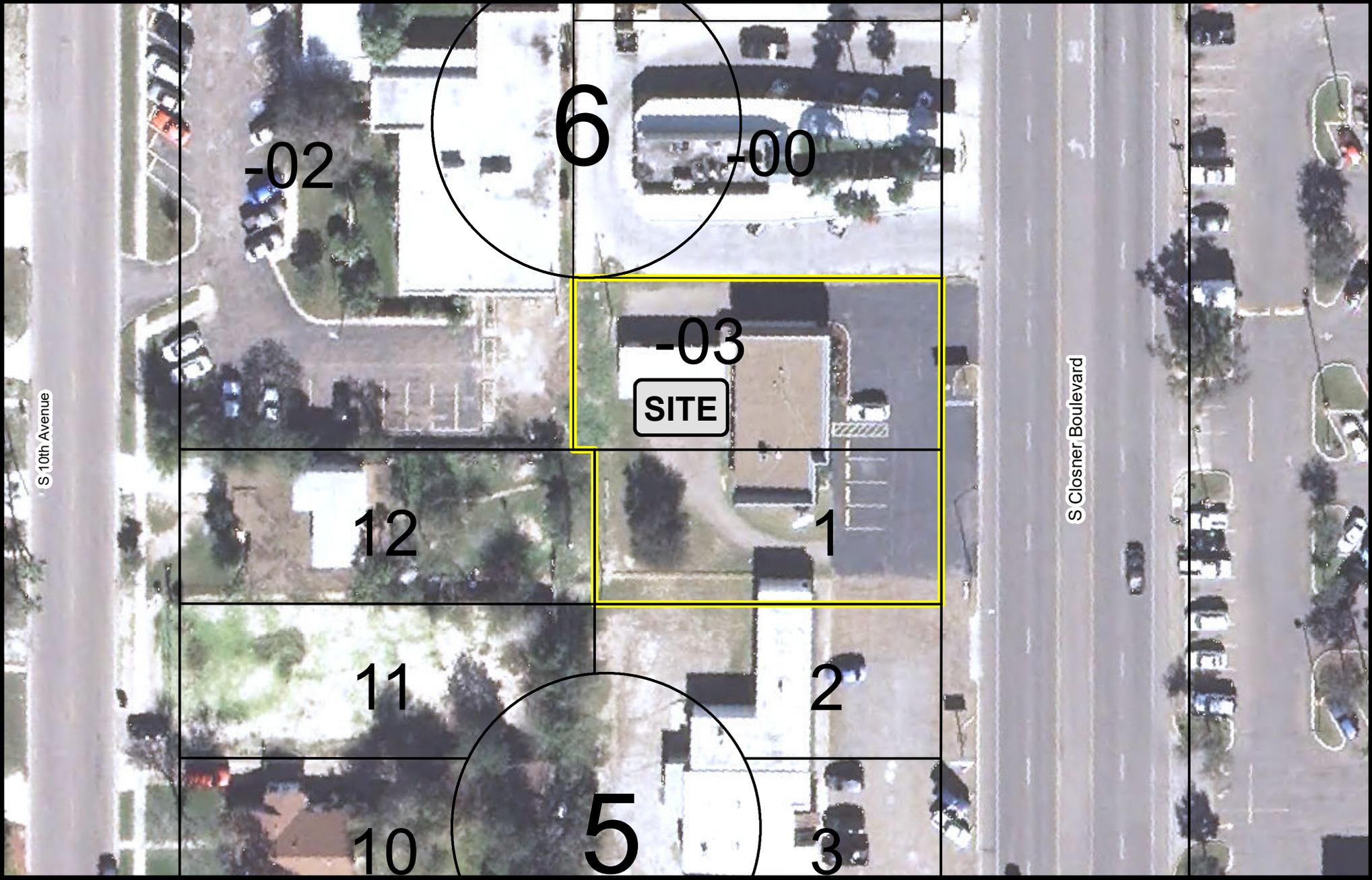
The following is staff's evaluation of the request.

This request is not in compliance with the City's sign regulations, staff recommends denial of the variance.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty-eight (38) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS:

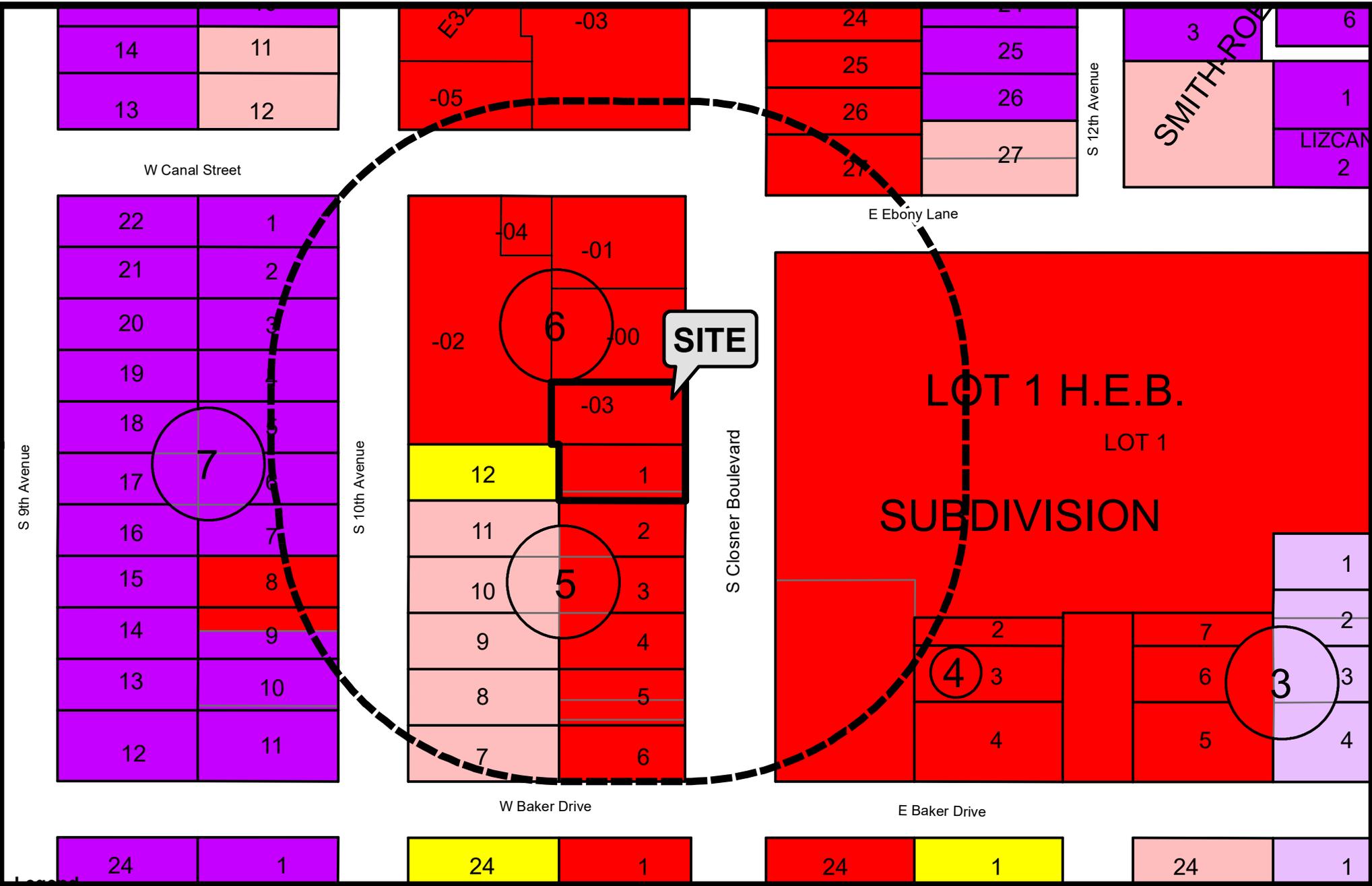
Aerial Photo
Photo of site
Site Map
Zoning Map
Future Land Use Map
List of neighboring property owners receiving notice



Legend
 Jessica Lozano

Consider Variance to the Unified Development Code Article 12, Signs, Division 12.203 Off-Premise Signs, Being the North 50 feet of Block 5 and the South 65.3 feet of the East Half (1/2) of Block 6, County Club Place Subdivision, located at 1217 S. Closner Blvd., as requested by Jessica and Marie Lozano.



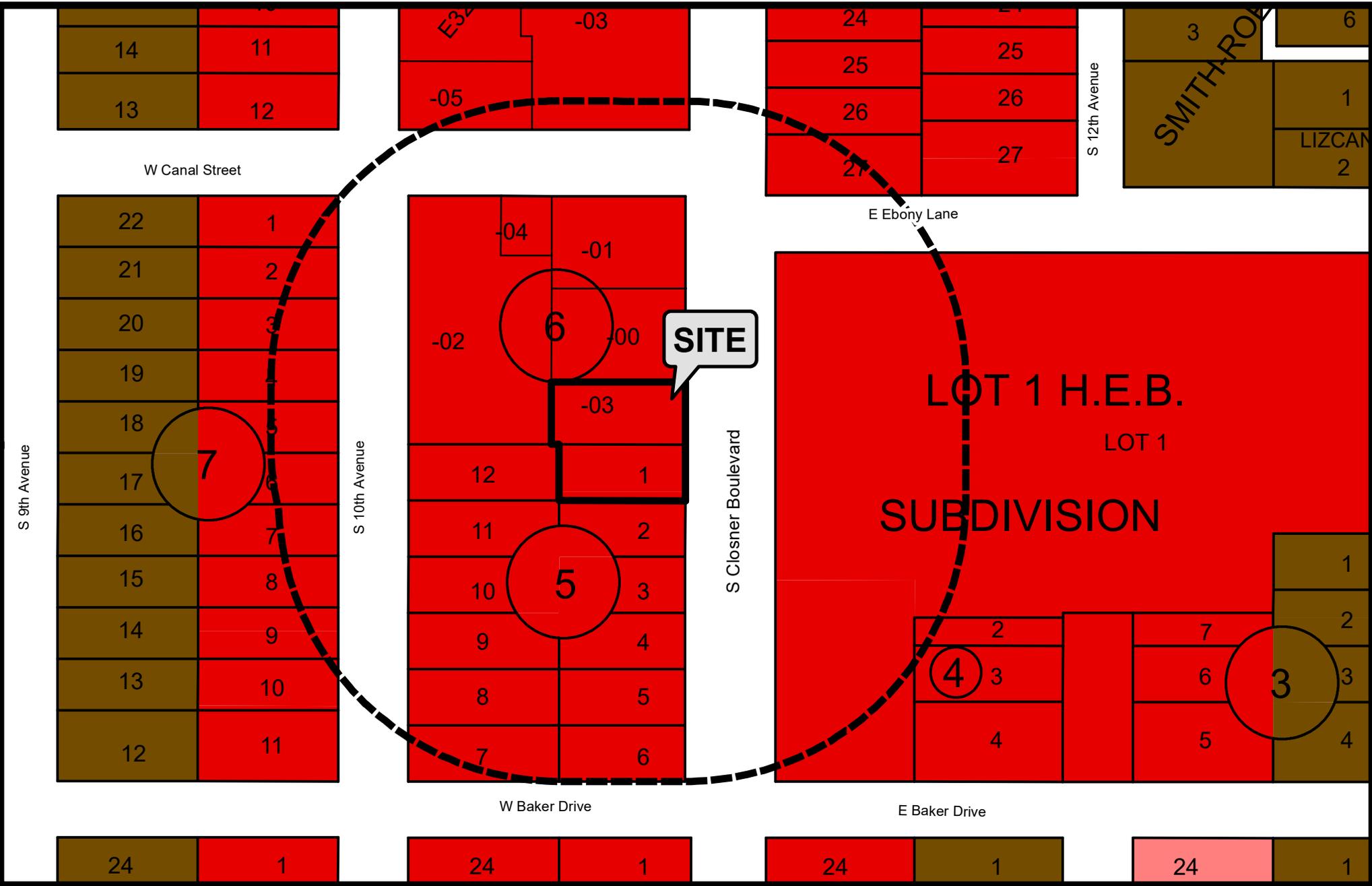


Legend

- | | | | | | |
|--|------------------------|--|-----------------------------|--|-------------------------------|
| | Jessica Lozano | | 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 | | |

**Jessica & Marie
Lozano**





FUTURE LAND USE

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

**Jessica & Marie
Lozano**





R... D.M.E.
MEDICAL SUPPLIES

R...
ME...
DIABETIC SUPPLIES
BATH SAFETY PRODUCTS
(954)
1217 5...

March 2, 2016

Rio D.M.E.
1217 S. Closner
Edinburg, Tx 78539

Mr. Jesus R. Saenz
Director of Planning and Zoning
City of Edinburg

Dear Mr. Saenz,

We Jessica M. Lozano and Mary G. Lozano are requesting an extension to the sign variance granted on August 6, 2014 at 1217 S. Closner Blvd.

If you have any questions please call our office at (956) 316-3400

Thank you,

Mary G. Lozano

Mary G. Lozano

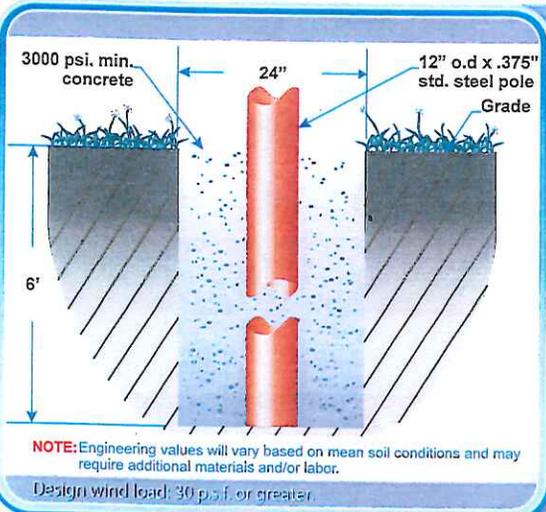
Jessica Lozano

Jessica Lozano

RECEIVED

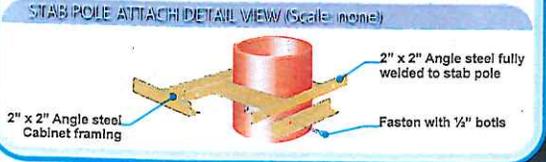
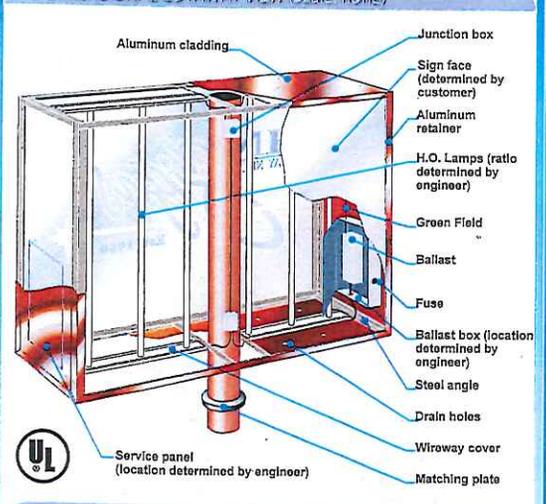
MAR 02 2016

BY: _____



TYPICAL CENTER MOUNT POLE SIGN

Note: Actual # of circuits to be determined by a Professional Electrical Contractor. All signage will be U.L. Listed, U.L. 2161 compliant and carry U.L. labels.



1301 Malco Drive
Pharr, Texas Ph: (361) 702-0692
Fax: (361) 702-1757

GENERAL INFORMATION	CLIENT:	Rio DME
	ADDRESS:	1217 S. Clossner Blvd.
	CITY / STATE:	Edinburg, TX
	ACCOUNT MGR:	Rainer Y. Famador
	DESIGNER:	Rainer Y. Famador
	DATE:	Aug. 1, 2014
	REV. LEVEL:	A00
	FILE NAME:	RDME00-A00-080114.cdr
	SCALE:	1:42

SIGN DESCRIPTION:

Full color Electronic Message Center pylon sign. Radio controlled.

APPROVAL:

CLIENT _____

ACCOUNT MANAGER
For quality assurance, both parties please initial any manual changes made to this document.

MISCELLANEOUS:

WALL ATTACHMENT NOTE:
Installation details as shown do not always represent actual wall conditions. The proper attachment method for specific wall materials shall be verified by the installer to provide for safe and secure installation and must meet all local and state code requirements after site inspection.

ELECTRICAL:
All signage components will be manufactured with 120 Volts AC Unearthed Alternating. All primary electrical service to the sign and line connections should be the responsibility of the customer.
All neon installations are required to use UL 2161 transformers and must have a dedicated ground wire from the transformer back to the main panel. All signs are to meet NEC standards.

NOTICE & DISCLAIMER:
This design reserves the intellectual property of Hilary Neon Sign Company and its use, copy, replication, or reproduction without expressed written permission shall constitute infringement.
Should customer elect not to use Hilary Neon Sign Company's standard manufacturer for this design, a full scale value design charge will be incurred.
Customer is solely responsible for any supplied or requested pre-existing electrical materials and Hilary Neon Sign Company will not be held liable for said material.
Execution of this document implies acceptance and agreement to the terms and conditions unless otherwise expressed.

MEMBER
USA TEXAS SIGN ASSOCIATION
USSCC UNITED STATES SIGN COUNCIL
ILLUMINATE THE WORLD

ORDINANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Fees for a Special Event, "Fire Stoppers Run & Ride" to be Held May 21, 2016, at the Edinburg Municipal Park, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at the Intersection of Raul Longoria Road and East Sprague Street, as Requested by Mr. Frankie Joe Salinas. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant, Mr. Frankie Joe Salinas, is requesting a Temporary Special Use Permit for the "Fire Stoppers Run & Ride" to be held on Saturday May 21st, 2016 at Edinburg Municipal Park. In processing the request, a Waiver of Fees is being requested by the applicant. This request is being coordinated through the Parks and Recreation, Public Works, Code Enforcement, Engineering, Solid Waste, Fire, and Police Departments.

RECOMMENDATION:

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event the "Fire Stoppers Run & Ride" to be held from May 21, 2016 with the conditions that the event meets all City requirements. The Waiver of Fees will be at the City Council's discretion.

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
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 – 04/05/16
DATE PREPARED – 03/23/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for “Fire Stoppers Run & Ride”

APPLICANT: Mr. Frankie Joe Salinas

AGENT: N/A

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

LOCATION: At the intersection of Raul Longoria Road and East Sprague Street

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Edinburg Municipal Park

PROPOSED USE OF PROPERTY: 5K Run/Walk and Bike Ride

**EXISTING LAND USE/
ADJACENT ZONING:** North - Park; Suburban Residential (S) District
South – Park; Suburban Residential (S) District
East - Outside City Limits
West - Residential; Neighb. Conserv. 5 (NC5) Dist.

LAND USE PLAN DESIGNATION: Park

ACCESS AND CIRCULATION: This property has access onto Raul Longoria Road, a four (4) lane principal arterial roadway and Sprague Street, a two (2) lane collector 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

MR. FRANKIE JOE SALINAS

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. Fire Stoppers Run & Ride consists of a short competitive run and walk and a Bike Ride.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Saturday May 21, 2016 from 5:00 am to 5:00 pm

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 Sprague Street.
3. **Security Services:** Security services for the Park is not required as the scope of the event at the Run/Walk does not warrant this service provision. The Bike Ride portion of this request will require Edinburg Police Department provide guided security to and from the Edinburg City Limits.
4. **Sanitation:** The applicant requested plastic containers be provided for the event.
5. **Electric and Lighting:** This event will happened during the daytime and lighting will not be necessary. The applicant will set up a small stage and PA system which will need to be inspected by the Fire Marshal's office.
6. **Noise:** The event will have no entertainment and the only sound generation will be by PA system which will be situated away from World Birding Center.
7. **Site Restoration:** Fire Stoppers volunteers will be responsible for restoring the park to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** Temporary health permits for food vendors are required if vendors are present.

ATTACHMENTS: Site Map
Aerial Photo
Hold Harmless Agreement
Ordinance



Legend



EDINBURG MUNICIPAL PARK





INCIDENT ACTION PLAN

MAY 21, 2016



INCIDENT OBJECTIVES	1. Incident Name Fire Stoppers Run & Ride 2016	2. Date May 21, 2016	3. Time 0700 hrs.
4. Operational Period May 21, 2016 0600 hrs. To 1500 hrs.			
5. General Control Objectives for the Incident (include alternatives) <ul style="list-style-type: none"> 1.) Provide safety for all personnel, participants, and citizens in attendance. 2.) Promote the Fire Stoppers Run & Ride event through the use of a 10k run and bike rides (100, 65, and 25 mile open road courses). 3.) Provide for safety measures and clear directions for the run and bike routes. 4.) Provide a safe area for attendees and provide entertainment and public education. 5.) Allow other public sector agencies to interact with citizens and promote their messages. 6.) Allow the citizens access to public displays of fire department equipment and apparatus. 7.) Provide food and refreshments to all participants while supplies last. 8.) After public dismissal, prepare all resources to be in service for emergency response. 9.) Ensure a safe response of emergency vehicles in case of a fire/emergency incident. 10.) Facilitate cleanup of the areas used during the event. 			
1. Weather conditions Further information on weather conditions will become available closer to the date of the event.			
7. General Safety Message <ul style="list-style-type: none"> 1.) Ensure all attending the event stay hydrated. 2.) Personnel assigned to the traffic control must wear all personal protective equipment (PPE) at all times during the demonstration. 3.) When responding to emergency incidents from the event, be cautious of pedestrians and limit the use of sirens until the unit has exited the parking lot. 4.) Any injuries will be reported to the Incident Commander and examined by Valley EMS unit staged at the first aid station. 5.) Lost/Found Children location will be at the Edinburg Police Command Vehicle. Incident will be reported to the Incident Commander and to a uniformed Edinburg Police Officer. Announcements will be conducted over the PA. 			
8. Attachments (mark if attached)			
<input checked="" type="checkbox"/>	Organization List - ICS 203	<input checked="" type="checkbox"/>	Medical Plan - ICS 206 <input type="checkbox"/> (Other)
<input checked="" type="checkbox"/>	Div. Assignment Lists - ICS 204	<input checked="" type="checkbox"/>	Incident Map <input type="checkbox"/>
<input type="checkbox"/>	Communications Plan - ICS 205	<input type="checkbox"/>	Traffic Plan <input type="checkbox"/>
9. Prepared by (Planning Section Chief) Gabriel Espinoza Jr.		10. Approved by (Incident Commander) Frankie Joe Salinas	

ORGANIZATION ASSIGNMENT LIST			9. Operations Section		
1. Incident Name Fire Stoppers Run & Ride 2016			Chief	Gabriel Espinoza Jr.	537-1568
			Deputy	Rolando Reyes	393-8795
2. Date May 21, 2016			a. Branch I – Event		
			Registration/Package Pickup	Mari Tovar	207-2268
3. Time 0600 hrs			Event Staging	Ubaldo Perez	279-8056
			Entertainment	Ramiro Rodriguez	378-5525
4. Operational Period 0500 hrs – 1300hrs			Traffic Division	Ruben Lopez	537-1732
			Medical	Danny Garcia	457-4930
5. Incident Commander and Staff			Law Enforcement	TBD	383-7411
Incident Commander	Frankie Joe Salinas	219-3916	Food/Drinks	Steve Mercado	739-2765
Operations	Gabriel Espinoza Jr.	537-1568	b. Branch II – 10K Run		
Safety Officer	Ruben Balboa	792-3879	10K Branch Director	Sally Jaime	279-9078
Information Officer	Ubaldo Perez	279-8056	Starting Line	TBD	
Liason Officer	Ubaldo Perez	279-8056	Finish Line	TBD	
6. Agency Representatives			Water Stations	TBD	
Agency	Name		Chase Vehicle	TBD	
Edinburg P.D.	TBD		c. Branch III – Bicycle Ride		
ECISD P.D.	TBD		Bike Branch Director	Jesus Mendiola	867-5202
Constable Pct-4	TBD		Starting Line	TBD	
Mcallen FD	TBD		Finish Line	TBD	
Pharr FD	TBD		Water Stations	TBD	
Mission FD	TBD		Sag Vehicle	TBD	
Linn San Manuel FD	TBD		d. Air Operations Branch		
Edinburg FD	TBD		Air Operations Director	Shawn Snider	605-0760
HC Fire Marhal's	TBD		Air Attack Supervisor		
			Air Support Supervisor		
Hidalgo SO	TBD		Helicopter Coordinator		
Weslaco FD	TBD		Air Tanker Coordinator		
Alamo FD	TBD		10. Finance Section		
Vally EMS	Jeremy Jilpus	521-9802	Chief	Frankie Joe Salinas	
Hidlago County EMS	Rick Contreras	TBD	Deputy		
			Time Unit		
			Procurement Unit		
			Compensation/Claims Unit		
			Cost Unit		
8. Logistics Section			Prepared by (Resource Unit Leader)		
Chief	Gabriel Espinoza	537-1568			
Deputy	Rolando Reyes	393-8795			
Supply Unit					
Facilities Unit					
Ground Support Unit					
Communications Unit					
Medical Unit					
Security Unit					
Food Unit					

DIVISION ASSIGNMENT LIST			1. Branch 10K Run		2. Division		
3. Incident Name Fire Stoppers Run & Ride 2016			4. Operational Period Date: 05-21-16 Time: 0500 hrs – 1300hrs				
5. Operations Personnel							
Operations Chief		Gabriel Espinoza Jr. 537-1568		Water Stations/Supervisor			
Branch Director		Sally Jaime 279-9078		Air Attack Supervisor No.			
6. Resources Assigned this Period							
Strike Team/Task Force/ Resource Designator	Leader		Number Persons	Trans. Needed	Start Time		End Time
Starting Line	TBD						
Finish Line	TBD						
Water Stations	TBD						
Chase Vehicle	TBD						
7. Control Operations							
<ul style="list-style-type: none"> To facilitate and maintain all areas of designated responsibility ensuring proper operations of the event. 							
8. Special Instructions							
<ul style="list-style-type: none"> Maintain communications with the Operations Section Chief for vent coordination purposes. Verify all safety standards are in place prior and during event and activities. Report any possible delays that might affect the event and activities. Communications are to be through radio, phone, or face to face. 							
9. Division/Group Communication Summary							
Function	Frequency	System	Channel	Function	Frequency	System	Channel
Command		King NIFC		Logistics		King NIFC	
Tactical Div/Group		King NIFC		Air to Ground		King NIFC	
Prepared by (Resource Unit Leader)		Approved by (Planning Section Chief)			Date		Time

DIVISION ASSIGNMENT LIST		1. Branch Bike Ride		2. Division			
3. Incident Name Fire Stoppers Run & Ride 2016		4. Operational Period Date: 05-21-16 Time: 0500 hrs – 1300hrs					
5. Operations Personnel							
Operations Chief	Gabriel Espinoza Jr. 537-1568	Water Stations/Supervisor					
Branch Director	Jesus Mendiola 867-5202	Air Attack Supervisor No.					
6. Resources Assigned this Period							
Strike Team/Task Force/ Resource Designator	Leader	Number Persons	Trans. Needed	Start Time	End Time		
Starting Line	TBD						
Finish Line	TBD						
Water Stations	TBD						
S.A.G. Vehicle	TBD						
7. Control Operations							
<ul style="list-style-type: none"> To facilitate and maintain all areas of designated responsibility ensuring proper operations of the event. 							
8. Special Instructions							
<ul style="list-style-type: none"> Maintain communications with the Operations Section Chief for vent coordination purposes. Verify all safety standards are in place prior and during event and activities. Report any possible delays that might affect the event and activities. Communications are to be through radio, phone, or face to face. 							
9. Division/Group Communication Summary							
Function	Frequency	System	Channel	Function	Frequency	System	Channel
Command		King NIFC		Logistics		King NIFC	
Tactical Div/Group		King NIFC		Air to Ground		King NIFC	
Prepared by (Resource Unit Leader)		Approved by (Planning Section Chief)		Date		Time	

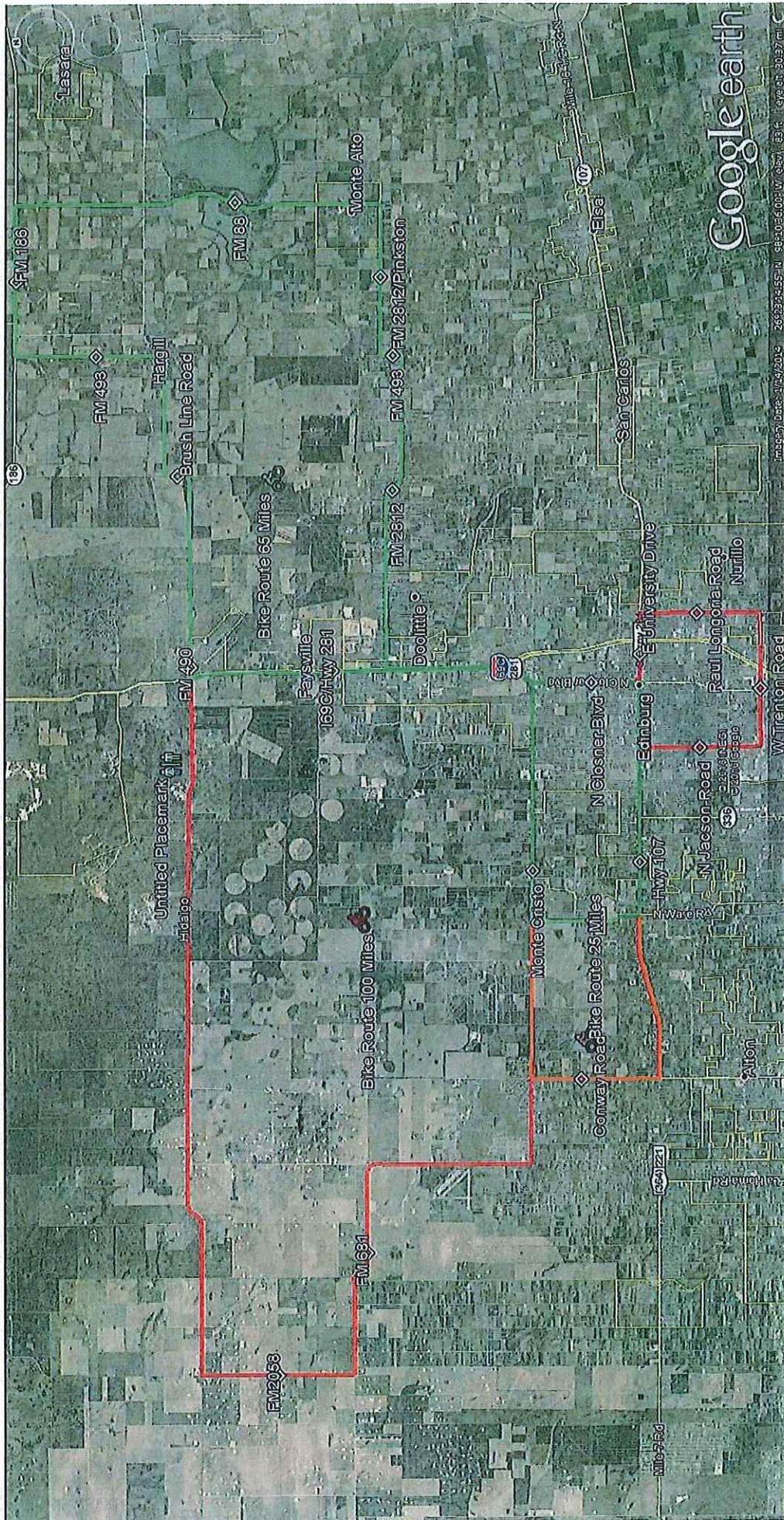
MEDICAL PLAN	1. Incident Name	2. Date Prepared	3. Time Prepared	4. Operational Period							
	Fire Stoppers Run & Ride	02-14-13	10:00pm	0500hrs – 1300hrs							
5. Incident Medical Aid Station											
Medical Aid Stations		Location			Paramedics Yes No						
Medical Station # 1		TBD									
Medical Station # 2		TBD									
Medical Station # 3		TBD									
Medical Station # 4		TBD									
Medical Station # 5		TBD									
6. Transportation											
A. Ambulance Services											
Name		Address		Phone		Paramedics Yes No					
Valley EMS		1615 S. Closner Suite J		956-381-1898		X					
Hidalgo County EMS		1415 E. Dove, Edinburg, TX 78539		956-781-8366		x					
B. Incident Ambulances											
Name		Location			Paramedics Yes No						
Valley EMS		1615 S. Closner Suite J			X						
Hidalgo County EMS		1415 E. Dove, Edinburg, TX 78539			x						
7. Hospitals											
Name		Address		Travel Time Air Ground		Phone		Helipad Yes No		Burn Center Yes No	
ERMC		1102 W. Trenton		4 8		956-388-6000		X			
McAllen Medical Center		301 W. Expressway 83		6 12		956-632-4000				X	
Doctors Hospital		5501 S. McColl Road		5 10		956-362-8677				x	
8. Medical Emergency Procedures											
<ul style="list-style-type: none"> All medical related illnesses and injuries of staff, citizens, or facilitators of the event will be referred to the appropriate ambulance company serving the event. All ambulance personnel will act in accordance with their protocol approved by their medical director. Ambulances will be staged at their designated staging areas and/or may be re-assigned locations based on event conditions. 											
Prepared by (Medical Unit Leader)						10. Reviewed by (Safety Officer)					

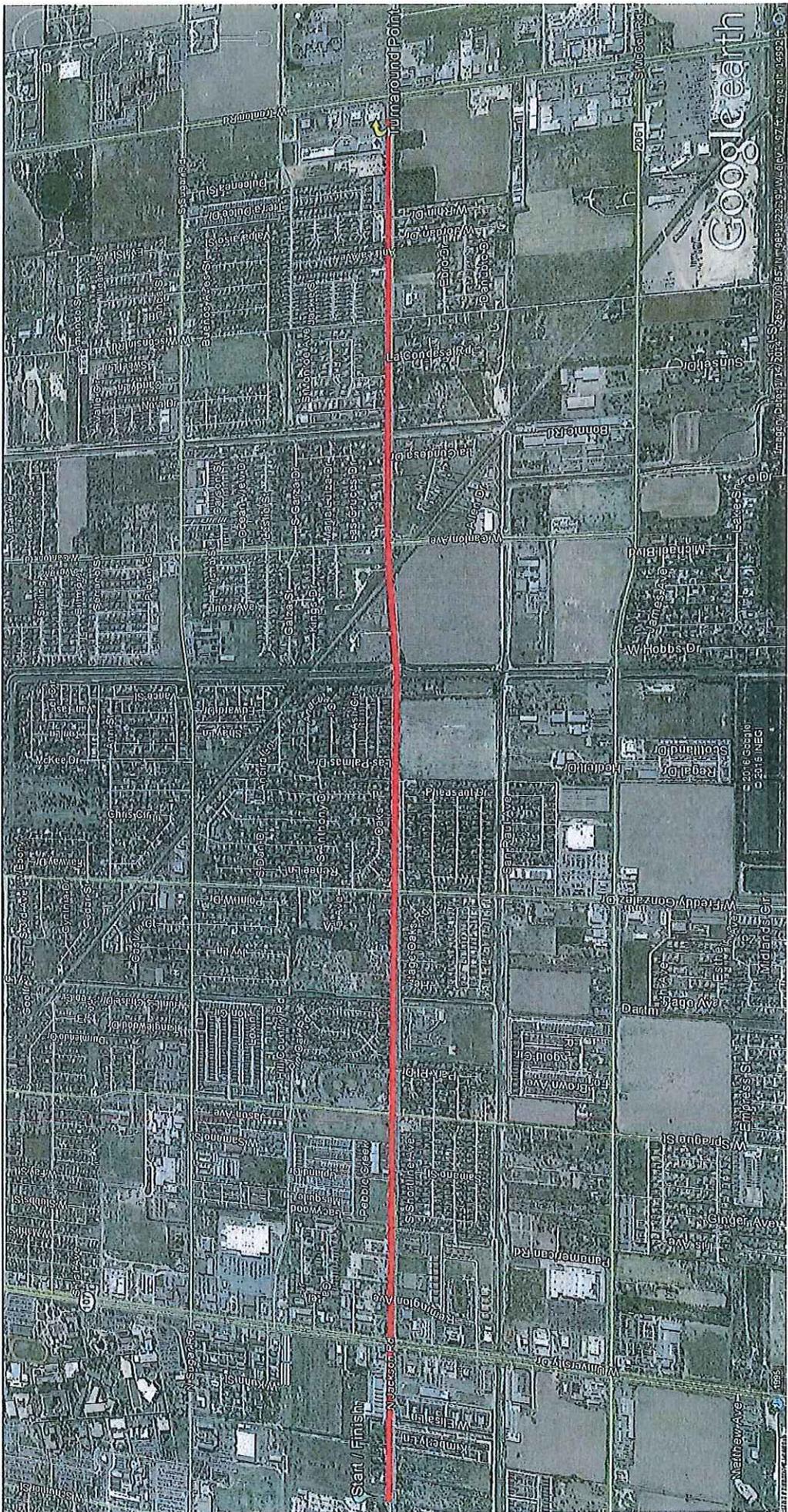
GENERAL SAFETY MESSAGE

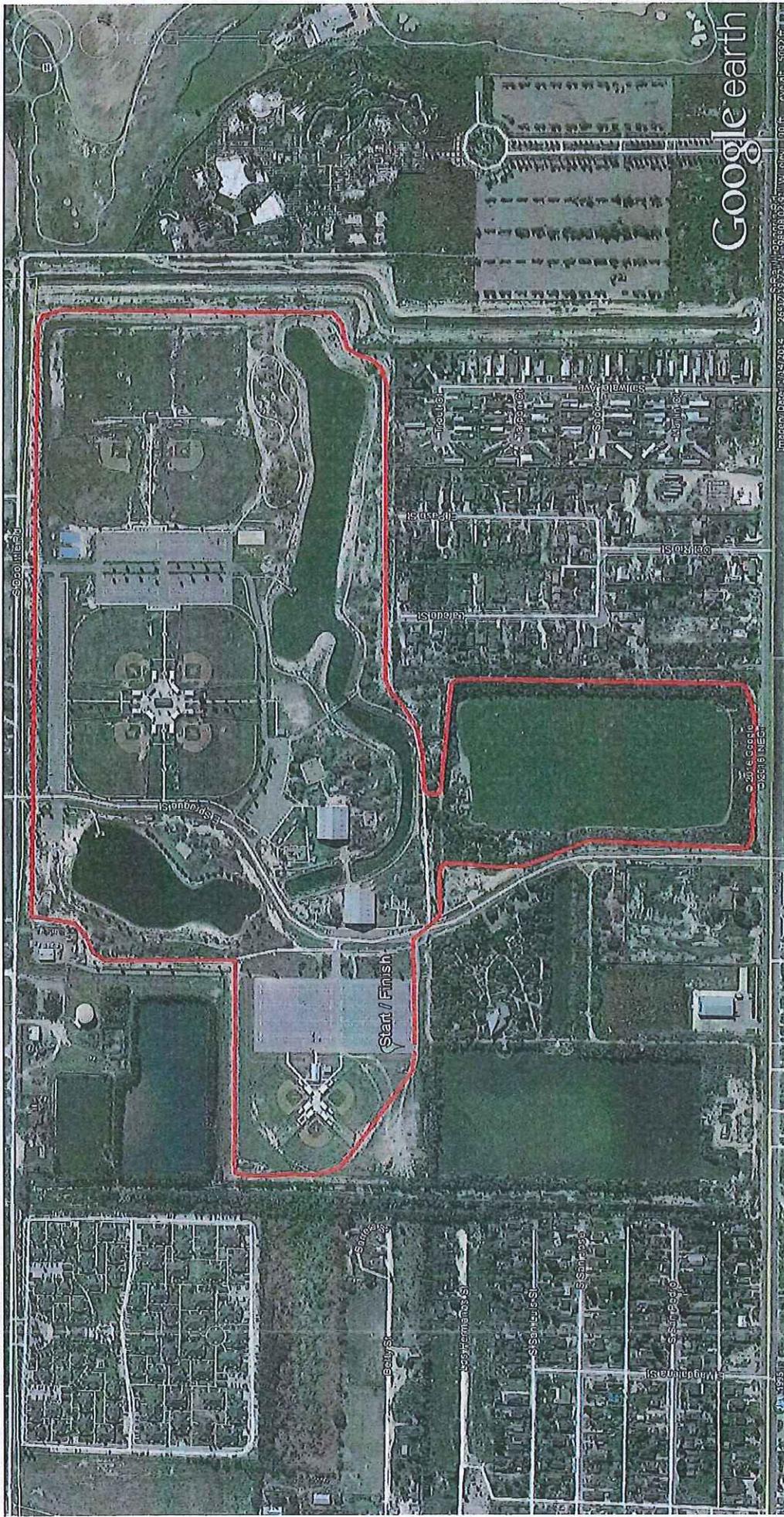
- Be aware of vehicular traffic if assigned to roadway traffic control/detour.
- Maintain situational awareness when maintaining vehicular traffic and opening up roadways.
- Ensure to wear proper attire and Personal Protective Equipment depending on you work assignment, (i.e. traffic vest).
- Due to weather conditions, ensure you hydrate throughout the operational period.
- If you are driving a vehicle, be cautious of pedestrians and event participants and follow all traffic laws.
- Report any medical emergencies to the Incident Command Post for proper emergency response.

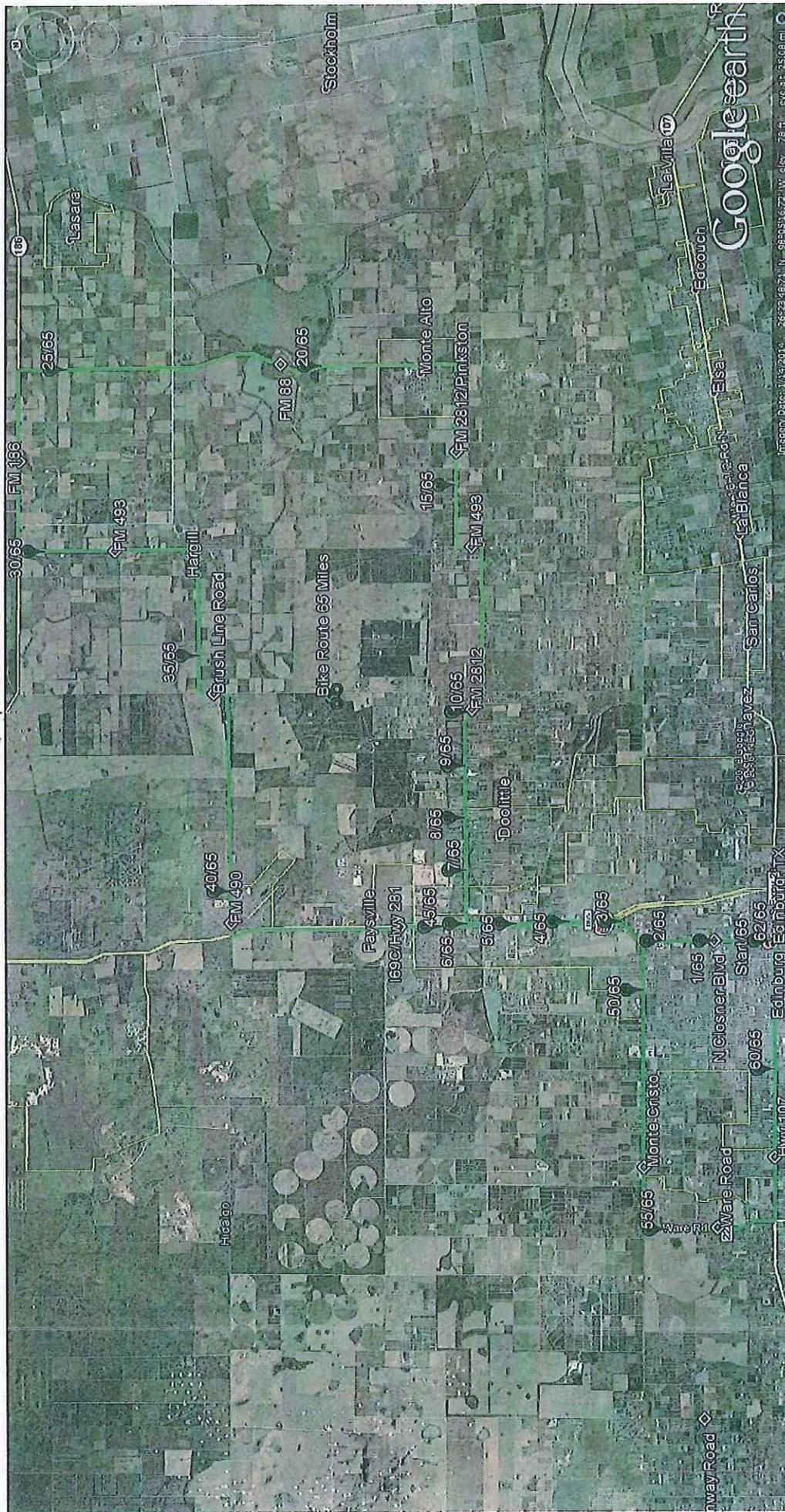
Frankie Joe Salinas, Incident Commander

Date









Rio Grande Valley Firefighter's & Fire Marshals' Association



March 7, 2016

Richard Hinojosa
City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539

Dear Mr. Hinojosa:

It brings me great pleasure having been afforded the opportunity to be able to present to you a great event, the **Fire Stoppers Run & Ride**. My name is Frankie Joe Salinas, 1st Vice President, of the Rio Grande Valley Firefighter's & Fire Marshals' Association (RGVFFMA). We would like to thank the City of Edinburg and the Edinburg Fire Department for their commitment to our association. In past years, we've had the pleasure of having Fire Chief Johnny Economedes, Fire Chief Shawn Snider, Fire Marshal Richard Drewry, Fire Marshal Omar Garza and Lt. Ruben Lopez serve as past presidents on our Executive Board.

The RGVFFMA is a non-profit organization consisting of five (5) valley counties, 45 fire departments, who are deeply committed to providing crucial fire service training to the firefighters of the Rio Grande Valley. Although, most of our efforts are geared towards keeping firefighters safe and healthy, we are excited to switch gears and help encourage our communities to live a safe and healthy lifestyle. The Fire Stoppers Run & Ride event will consist of a 10K run along with a bike ride, which will include three separate routes (100, 65 and 25 mile open road course). We will be hosting this event on **Saturday, May 21, 2016** at the **Edinburg Municipal Park - 714 S. Raul Longoria** in Edinburg, Texas.

We would like to have the opportunity to use the City of Edinburg as our hosting location for our event. On behalf of the RGVFFMA, I would like to formally request the assistance of the City of Edinburg. The areas we are seeking assistance with are as follow:

- TXDOT permit for road closure and waiver of fees (Ponciano Longoria, City Engineer)
- Traffic control, road blocking (10 Police Officers), and event patrol and waiver of fees (Fire Dept. – Shawn Snider, Fire Chief and Police Dept. – David White, Police Chief)
- Barricades, traffic cones (300 Cones), and waiver of fees (Street Dept. – Larry Ayala, Traffic Manager)
- Trash cans, waste collection during event and waiver of fees (Solid Waste – Ramiro Gomez, Director)
- Municipal Park rental (park as a whole), Park Rangers, bleachers, crowd control barricades (all available), and waiver of fees (Parks & Rec. – Joe Filoteo, Director & Jesse Lopez, Parks Superintendent)
- Special Use Permit, health permit, food handling permit and waiver of fees (Jay Saenz, Planning & Zoning Director)

In closing, I would like to take this time to say thank you for your consideration in advance. We look forward to having the opportunity to work closely with the City in making this event possible. Together, along with neighboring fire departments, we can provide a positive impact to both the health and commerce in our communities.

Sincerely,

Frankie Joe Salinas
1st Vice President, RGVFFMA

2015-2016 Executive Board

President

Antonio Trevino

fireinspector2000@yahoo.com

1st Vice President

Frankie Joe Salinas

fjsalinas@cityofedinburg.com

2nd Vice President

Ruben Balboa

rbalboa2615@yahoo.com

3rd Vice President

James Farrell

municipalfire@hotmail.com

4th Vice President

Eloy Salazar

eloy.salazar@fd.pharr-tx.gov

Training Coordinator

Ubaldo D. Perez

bperez@cityofedinburg.com

Secretary

Marl Tovar

mtovar@cityofedinburg.com

Treasurer

AnnaBelle White

shadowabw@yahoo.com

Historian

Roland Espinoza

jefe1601@yahoo.com

Chaplain

Herb Willich

wllichelsa@gmail.com

Mascot

Cody Salinas

Past President

Alfredo Garza

romafd1936@gmail.com

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 5th Day of April, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Frankie Joe Salinas, 1st President, RGVFFMA, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Frankie Joe Salinas, 1st President, RGVFFMA 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 April 5, 2016 for the Fire Stoppers Run & Ride to be held on Saturday, May 21, 2016, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Frankie Joe Salinas, 1st President, RGVFFMA 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 April 5, 2016, for the Fire Stoppers Run & Ride to be held on Saturday, May 21, 2016, at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Hidalgo County, Texas.

EXECUTED this the 5th day April, 2016.

CITY OF EDINBURG

APPROVED AS TO FORM

BY: _____
Richard M. Hinojosa, City Manager

PALACIOS, GARZA & THOMPSON, P.C.

**JOE FRANKIE SALINAS, RGVFFMA
Indemnitor**

By: _____
City Attorney

BY: _____
Joe Frankie Salinas, 1st President

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE FIRE STOPPERS RUN & RIDE AND WAIVER OF FEES, TO BE HELD SATURDAY, MAY 21, 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, Frankie Joe Salinas, 1st President, RGVFFMA 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 Fire Stoppers Run & Ride and Waiver of Fees to be held on Saturday, May 21, 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 Frankie Joe Salinas, 1st President, RGVFFMA for the Fire Stoppers Run & Ride 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, May 21, 2016 from 5:00 a.m. to 5:00 p.m.

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 5th day of April, 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-fire stoppers run & ride-4-5-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Ordinance Providing for a Temporary Special Use Permit and a Request for Waiver of Application Fees for a Special Event, the "National Day of Prayer" to be held May 5, 2016 at the Hidalgo County Courthouse, Being all of Blocks 231, 232, 253, and 254, Edinburg Original Townsite, Located at 100 North Closner Blvd., as Requested by Adrian Esparza. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The National Day of Prayer is an annual event held in Edinburg. Mr. Adrian Esparza is requesting a Temporary Special Use Permit for the "National Day of Prayer" to be held on Thursday, May 5, 2016 from 5:00 a.m. to 8:00 p.m. at the Hidalgo County Courthouse Square. In processing the request, a Waiver of the Application Fee is being requested by the applicant. This request is being coordinated through the Parks and Recreation, Public Works, Code Enforcement, Engineering, Solid Waste, Fire and Police Departments.

RECOMMENDATION:

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for the Special Event, the "National Day of Prayer" to be held on Thursday, May 5, 2016 from 5:00 a.m. to 8:00 p.m. at the Hidalgo County Courthouse Square with the conditions that the event meets all City requirements. The Waiver of the Application Fee will be at the City Council's discretion.

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
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 – 04/05/16
DATE PREPARED – 03/23/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for National Day of Prayer

APPLICANT: National Day of Prayer

AGENT: Adrian Esparza

LEGAL: All of Blocks 231, 232, 253, and 254 Edinburg Original Townsite

LOCATION: 100 North Closner Blvd.

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: County of Hidalgo Court House

PROPOSED USE OF PROPERTY: National Day of Prayer

**EXISTING LAND USE/
ADJACENT ZONING:** North – Comm- Commercial General (CG) District
South – Comm- Commercial General (CG) District
East – Comm- Commercial General (CG) District
West – Comm- Commercial General (CG) District

LAND USE PLAN DESIGNATION: N/A

ACCESS AND CIRCULATION: This property has access from Cano Street, a four (4) lane Street

PUBLIC SERVICES: Public utilities are readily available to 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
NATIONAL DAY OF PRAYER**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for the National Day of Prayer.

1. **Duration:** The proposed day and hour requested by the applicant is Thursday, May 5, 2016 from 5:00 a.m. to 8:00 p.m. The National Day of Prayer must meet the days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access to the National Day of Prayer will be from Cano Street.
3. **Sanitation:** The applicant must make arrangements for disposal of waste with the Solid Waste Department for this event.
4. **Electric and Lighting:** Electrical service for the event 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. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
8. **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.

ATTACHMENTS: Aerial Photo
Hold Harmless Agreement
Ordinance



HIDALGO COUNTY
COURTHOUSE



P.O. Box 1760
Edinburg, TX 78540
www.ndprgv.com

2/4/2016

Luis A. Rodriguez *c/o Jesus Saenz*
Director of Community Services
P.O. Box 1079
Edinburg, TX 78540

RE: 65th National Day of Prayer

Dear Mr. Rodriguez

On Thursday, May 5th 2016 we will be celebrating the 65th National Day of Prayer at the Hidalgo County Courthouse. We are requesting that Business Highway 281 (Closner Blvd.) be closed between Cano and McIntyre streets. The temporary closure would be between the hours of 1 a.m. until 10 p.m. In addition, we hope you would assist us regarding bleachers and portable toilets on day before or before 7 a.m. on Thursday, May 5th. Please call should any questions arise.

Thank you for your attention to this matter.

GOD BLESS,


Adrian Esparza

National Day of Prayer Coordinator
(956) 533-0000

THE CITY OF EDINBURG

March 8, 2016

VIA HAND-DELIVERED

Mr. Toribio Garza, P.E.
District Engineer
Texas Department of Transportation
P.O. Box 1717
Pharr, Texas 78577

**RE: PROPOSED TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY BUSINESS 281
(CLOSNER BLVD.) BETWEEN CANO STREET AND MCINTYRE STREET**

Dear Mr. Garza:

Enclosed, for your review and approval, is an Agreement for the Temporary Closure of State Right of Way. The City of Edinburg is requesting closure of Business 281 (Closner Blvd.) between Cano Street and McIntyre Street, for the purpose of the "65th National Day of Prayer". The event is scheduled to begin at 1:00 a.m. on Thursday, May 5, 2016, and is anticipated to continue until 10:00 p.m.

In order to ensure the safety and convenience of the traveling public, the Edinburg Police Department will be assisting with traffic control as per attached plan/route. As always, your support in this regard is greatly appreciated.

Sincerely,



Ponciano N. Longoria, P.E., CFM
Director of Public Works

c: Richard Hinojosa, City Manager (*without enclosures*)
Sonia Marroquin, Assistant City Manager (*without enclosures*)
David White, Chief of Police (*without enclosures*)
Jesus R. Saenz, Director of Planning & Zoning (*without enclosures*)
Alfonso Quinones, Streets Manager (*without enclosures*)
Lazaro Ayala, Traffic Manager (*without enclosures*)



Tentative Schedule for The National Day of Prayer RGV May 7th 2015 (Thursday) 7:00 am – 8:00 pm

At Hidalgo County Courthouse East lawn in Edinburg, Texas

- 5:00 Prior to event the sound system is being set up by Blue Skies and Rental World is setting
Up tents on closed HWY 281
- 7:00 Edinburg & McAllen Fire trucks will be setting up with American flag on closed hwy 281
Morning MC by Eli Lara
- 7:30 Sound check starts with Mariachi Reyes of Mexico
- 8:55 OAM Flyover Blare Sirens & Shofars sound off
- 9:00 Opening Prayer by Edinburg Fire Chief Shawn Schneider
- 9:05 Proclamations by 3 city mayors McAllen's Mayor Jim Darling
Hidalgo's Mayor Martin Cepeda
& Edinburg's Mayor Richard Garcia
- 9:20 County Judge Ramon Garcia
- 9:25 District Attorney – Ricardo Rodriguez
- 9:30 Matthew 6:9 District Attorney Assistant Andrew Almaguer
- 9:35 II Chronicles 7:14 Judge Charlie Espinoza
- 9:45 Morning Prayer by Dr. Isaac Friesen
- 9:50 Government by Rev. Joan Walker
- 9:55 Jerusalem/The Nations by Rev. Louie Canchola
- 10:00 Churches by Rev. Adrian Verlack
- 10:05 Enemies/ Borders by Rev. Milton Gonzalez
- 10:10 Disasters by Rev. Andrew Butler
- 10:15 Against Abortion by Father Louis Brum
- 10:30 Regional Bible Institute
- 10:45 Introductions by BPA Jon Fuentes

Presentation of Color, RGV Honor Guard

Pledge of Alliance, Small group of Children from local schools to recite

National Anthem by BPA Fuentes

10:55 Honor Guard Presentation, led by Commander Ismael Balderas

11:10 Heroes Roll Call (Federal Agency partner deaths and Border Patrol Line of Duty deaths)

BPA Joe Gutierrez, Jr.

- Rider less horse
- Moment of silence

11:25 Guest Speaker, Mother of Fallen Agent Javier Vega Jr. Mrs. Marie Vega

11:35 Main Speaker, RGV Sector Chief Kevin W. Oaks

11:45 Closing Prayer by BPA Daniel Martinez

12:00 Altar Call by Rev. James Keller

12:30 2nd Chances Band

Afternoon MC by Melissa Sanchez

2:00 Maxine Markwardt Word of Encouragement

2:10 Fellowship of Christian Athletes (FCA) – Nathan Jones

2:20 Rev. Ray Perez Freely Given Freely Received Ministry (FGFR)

2:30 Song by Damaris Cervantes

2:40 Brother Fred Leon

3:00 Lozt Zoul Band

4:30 Evening Prayer by Rev. Donald Williams

4:40 Marriage/Family Rev. Robert Richardsons

4:50 Businesses by Rev. Armando Gutierrez

5:00 Deliverance/Human Trafficking by Rev. Aaron Gonzalez

5:10 Schools/Youth by Rev. Bobby Diezon

5:20 Healing by Rev. James Keller

5:40 Lost Souls and Prodigals by Chris Dupree

6:00 Rey de Reyes Band

8:00 pm The End

STATE OF TEXAS

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HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 5th day of April, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Adrian Esparza, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Adrian Esparza, Individually shall indemnify, hold harmless, and defend City, its elected officials, 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 April 5, 2016 for a National Day of Prayer to be held on Thursday, May 5, 2016, at the Hidalgo County Courthouse, located at 100 North Closner Blvd., Edinburg, Hidalgo County, Texas. Adrian Esparza, Individually shall indemnify, hold harmless, and defend City, its elected officials, its agents, and employees, from liability or cost, including court costs and attorneys 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 April 5, 2016, for the National Day of Prayer to be held on Thursday, May 5, 2016, at the Hidalgo County Courthouse, located at 100 North Closner Blvd., Edinburg, Hidalgo County, Texas.

EXECUTED this the 5th day of April, 2016.

CITY OF EDINBURG

APPROVED AS TO FORM

BY: _____
Ramiro Garza, City Manager

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

**NATIONAL DAY OF PRAYER
INDIVIDUALLY
Indemnitor**

By: _____
Adrian Esparza, Sole Proprietor

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT AND WAIVER OF APPLICATION FEE TO ADRIAN ESPARZA FOR A SPECIAL EVENT, “NATIONAL DAY OF PRAYER”, TO BE HELD ON THURSDAY, MAY 5, 2016 AT THE HIDALGO COUNTY COURTHOUSE, BEING ALL OF BLOCKS 231, 232, 253, AND 254, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 100 NORTH CLOSER BLVD., 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, Adrian Esparza, has applied for a Temporary Special Use Permit and Waiver of Application Fee under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for a Special Event, “National Day of Prayer” to be held on Thursday, May 5, 2016 at the Hidalgo County Courthouse Square; 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 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 Adrian Esparza for a Special Event, “National Day of Prayer”, located at the Hidalgo County Courthouse Square” to be held on Thursday, May 5, 2016 with the following conditions:

- 1. Duration:** The proposed days and hours requested by the applicant is Thursday, May 5, 2016 from 5:00 a.m. to 10:00 p.m. The National Day of Prayer must meet the days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
- 2. Access Control:** The main access to the National Day of Prayer will be from Cano Street.

3. **Security Services:** Security services are to be provided by city police officers until the time of closing of the event.
4. **Sanitation:** The applicant must make arrangements for disposal of waste with the Solid Waste Department for this event.
5. **Electric and Lighting:** Electrical service for the event will be provided with electrical generators.
6. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
8. **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.

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 5th day of April, 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/national day of prayer-4-5-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event, "Doctor's Hospital at Renaissance Hospital Week" to be Held May 14, 2016, at the Edinburg Parks and Recreation Center, Being Lot 10, Section 271, Texas-Mexican Railway Company Survey, Located at 123 East Palm Drive, as Requested by Ms. Laura Cisneros. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant, Ms. Laura Cisneros, is requesting a Temporary Special Use Permit for the "Doctors Hospital at Renaissance Hospital Week" to be held on Saturday May 14, 2016 at Edinburg Parks and Recreation Center. This request is being coordinated through the Parks and Recreation, Public Works, Code Enforcement, Engineering, Solid Waste, Fire, and Police Departments.

RECOMMENDATION:

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event the "Doctors Hospital at Renaissance Hospital Week" to be held Saturday May 14, 2016 with the conditions that the event 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
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

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 5th day of April, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and LAURA CISNEROS, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Laura Cisneros 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 April 5, 2016 for the Doctor’s Hospital at Renaissance Hospital Week Barbeque to be held on Saturday, May 14, 2016, at the Vipers Practice Facility/Edinburg Parks and Recreation Building, located at 123 East Palm Drive, Edinburg, Hidalgo County, Texas. Laura Cisneros 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 April 5, 2016, for the Doctor’s Hospital at Renaissance Hospital Week Barbeque to be held on Saturday, May 14, 2016, at the Vipers Practice Facility/Edinburg Parks and Recreation Building, located at 123 East Palm Drive, Edinburg, Hidalgo County, Texas.

EXECUTED this the 5th day April, 2016.

CITY OF EDINBURG

BY: _____
Richard M. Hinojosa, City Manager

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON, P.C.

LAURA CISNEROS, Indemnitor

By: _____
City Attorney

BY: _____
Laura Cisneros, Executive Vice President
RGV Vipers

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE DOCTOR'S HOSPITAL AT RENAISSANCE HOSPITAL WEEK BARBEQUE TO BE HELD SATURDAY, MAY 14, 2016, AT THE VIPERS PRACTICE FACILITY / EDINBURG PARKS AND RECREATION BUILDING, BEING LOT 10, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 123 EAST PALM DRIVE, 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, Laura Cisneros 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 Doctor's Hospital at Renaissance Hospital Week Barbeque to be held on Saturday, May 14, 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 Laura Cisneros for the Doctor's Hospital at Renaissance Hospital Week Barbeque to be held at the Vipers Practice Facility/Edinburg Parks and Recreation Building, located at 123 East Palm Drive, being Lot 10, Section 271, Texas-Mexican Railway Company Survey with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant is Saturday, May 14, 2016 from 12:00 p.m. to 5:00 p.m.

2. **Access Control:** The main access for this event will be from East Palm Drive.
3. **Security Services:** Security services are to be provided by city police officers until the time of closing of the event.
4. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences.
5. **Site Restoration:** The applicant will maintain the property.
6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
7. **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.
8. **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 5th day of April, 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-doctor's hospital at renaissance – hospital week - 04-5-16

MEETING DATES:
CITY COUNCIL – 04/05/16
DATE PREPARED – 03/23/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for “Doctor’s Hospital at Renaissance Hospital Week”

APPLICANT: Ms. Laura Cisneros

AGENT: N/A

LEGAL: Lot 10, Section 271, Texas-Mexican Railway Company Survey

LOCATION: 123 East Palm Drive

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Edinburg Parks and Recreation Center

PROPOSED USE OF PROPERTY: BBQ and Recreation Use

EXISTING LAND USE/ North – Neighborhood Conservation 5.0 (NC 5.0) District

ADJACENT ZONING: South – Park; Suburban Residential (S) District
East – Res. Neigh. Cons. Mobile Home District (NC-MH)
West – Suburban Residential (S) District

LAND USE PLAN DESIGNATION: Parks and Recreation Center

ACCESS AND CIRCULATION: This property has access onto East Palm Drive, a two (2) lane minor 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
MS. LAURA CISNEROS**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. Doctor's Hospital at Renaissance Hospital Week consists of a BBQ and Recreational Event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Saturday May 14, 2016 from 12:00 pm to 5:00 pm

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 East Palm Drive.
3. **Security Services:** Security services will be provide by City of Edinburg Off-Duty officers and DHR Hospital Security.
4. **Sanitation:** The applicant requested plastic containers be provided for the event.
5. **Electric and Lighting:** This event will happened during the daytime and lighting will not be necessary. The applicant will set up a small stage and PA system and sound system which will need to be inspected by the Fire Marshal's office.
6. **Noise:** The event will have DJ entertainment and sound generation will be by PA system and small speakers.
7. **Site Restoration:** DHR event staff will be responsible for restoring the parking lot and Edinburg Parks and Recreation Center to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permits are required for any vendor or entity providing food or drink.

ATTACHMENTS: Site Map
Aerial Photo
Hold Harmless Agreement
Ordinance



VARIANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 8 Streets, Utilities, and Drainage, for Ranchitos De San Carlos Subdivision, Being a 17.10 Acre Tract of Land out of Lots 10 & 11, R. B. Curry Survey Subdivision No. 3, Located on the East Side of 83rd Street and South of Curry Road, as Requested by R. E. Garcia and Associates. [Jesus R. Saenz, Planning & Zoning Director].

STAFF COMMENTS AND RECOMMENDATION:

R. E. Garcia & Associates, the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code (UDC) for a Family Development on the Parks and Recreation and Street Standards. The proposed development is located on the vicinity of the southeast corner of 83rd Street and Curry Road and borders the 3 ½ Mile ETJ.

1. Article - 8 Streets, Utilities, and Drainage - Section 8.204 Streets Standards

Variance Request: On Pavement section of seventeen and one half (17.5) feet for Curry Road to remain with consideration of widening.

According to the adopted **Hidalgo County MPO Thoroughfare Plan** and **UDC Section 7.502 Streets and Right-of-Way**, the pavement section for Curry Road is designated as a Collector Street with right-of-way dedication of eighty (80-ft) in total, pavement section at fifty seven (57) feet Back to Back, will require an additional pavement section of twenty eight and one half foot (28.5ft.) on Curry Road for this Subdivision

2. Article - 8 Streets, Utilities, and Drainage - Section 8.213 Sidewalks

Variance Request: Installation of the 5 foot sidewalk on Curry Road.

According to **UDC Section 8.213 Sidewalks**, sidewalks shall be provided between parkway and the edge of the right-of-way, as shown in the Engineering Standards Manual, latest edition. Based on this Section, a five (5) foot sidewalk is required on Curry Road for the boundary of the subdivision. In addition, sidewalks shall be installed in any pedestrian easements as may be required by the Planning Department.

Since this Subdivision is located within the City's Extraterritorial Jurisdiction (ETJ), Staff recommends a general plat note requiring lot owners to install a 5 foot concrete sidewalk at building permit stage.

The Planning and Zoning Commission made the following recommendations at thier March 8, 2016 regular meeting.

1. Regarding Street Standards the recommendation was Denial of the Variance Request 4-2 vote.
2. Regarding Sidewalk Requirements No recommendation was made a vote of 3-3 (split vote).

RECOMMENDATION:

Staff's Recommends Denial of the Variance Requests.

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
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

**STAFF REPORT
RANCHITOS DE SAN CARLOS**

ARTICLE 7 PLAT AND SITE PLAN DESIGN

DIVISION 7.500 DEDICATION OF LAND AND IMPROVEMENTS; FEES IN LIEU

K. Fee In Lieu of Dedication.

1. **When Required.** The City may, at its option, require a fee in lieu for all or part of the required parkland conveyance under the following circumstances:
 - a. When less than five acres is required to be conveyed;
 - b. Where the proposed parkland does not meet the standards set forth in H above and there is no reasonable alternative location on the parcel proposed for development that does meet those standards;
 - c. When a re-plat or amending plat within the City limits is submitted with increased density and there is no remaining land available for the development of a park; or
 - d. The City determines that sufficient park area is already in the public domain in the park zone of the proposed development, or the potential for that area would be better served by expanding or improving an existing park or constructing a larger community or regional park suitable for several neighborhoods.

2. **In-Lieu Fee Amount.** Where the payment of a fee-in-lieu of parkland dedication is required or acceptable to the City as provided for in this section, such fee shall be in an amount specified in Table 7.504, *Fee-In-Lieu*.

Table 7.504 Fee-In-Lieu¹		
From	To	
Jan. 1, 2007	Dec. 31, 2007	\$450
Jan. 1, 2008	Dec. 31, 2008	\$500
Jan. 1, 2009	Dec. 31, 2009	\$550
Jan. 1, 2010	Dec. 31, 2010	\$600
¹ The rates are based on projected inflationary influences of the cost of the value of real property for the City of Edinburg and shall be reviewed at least every five years.		

**STAFF REPORT
RANCHITOS DE SAN CARLOS**

ARTICLE 8 STREETS, UTILITIES, AND DRAINAGE

DIVISION 8.200 STREETS, SIDEWALKS, AND TRAILS

Sec. 8.204 Street Standards

A. **Streets.** The standards in Table 8.204, *Street Standards*, shall govern all street construction, except with regard to State highways, which shall meet Texas Department of Transportation (TxDOT) specifications.

Table 8.204 Street Standards ¹		
Right-of-way Width	Paving Width ²	Paving Sections Escrow
50 ft. (w/5 ft. U.E.) Minor (60 ft. with street trees)	32 ft. B-B	8-inch Caliche 2-inch HVMAC
60 ft. Residential Collector ³	43 ft. 2 lanes (+) 2 park (+) C&G ⁴	8-inch Caliche 2-inch HVMAC
80 ft. Collector	57 ft. B-B 2 lanes (1 OL) (+) 2 park (+) C&G	10-inch Caliche 2-inch HVMAC
100 ft. Minor Arterial	65 ft. B-B 5 lanes (1CL) (+) C&G	12-inch Caliche 3-inch HVMAC
120 ft. Arterial	81 ft. B-B 5 lanes (1CL) (+) 2 park (+) C&G 1 side	12-inch Caliche 3-inch HVMAC

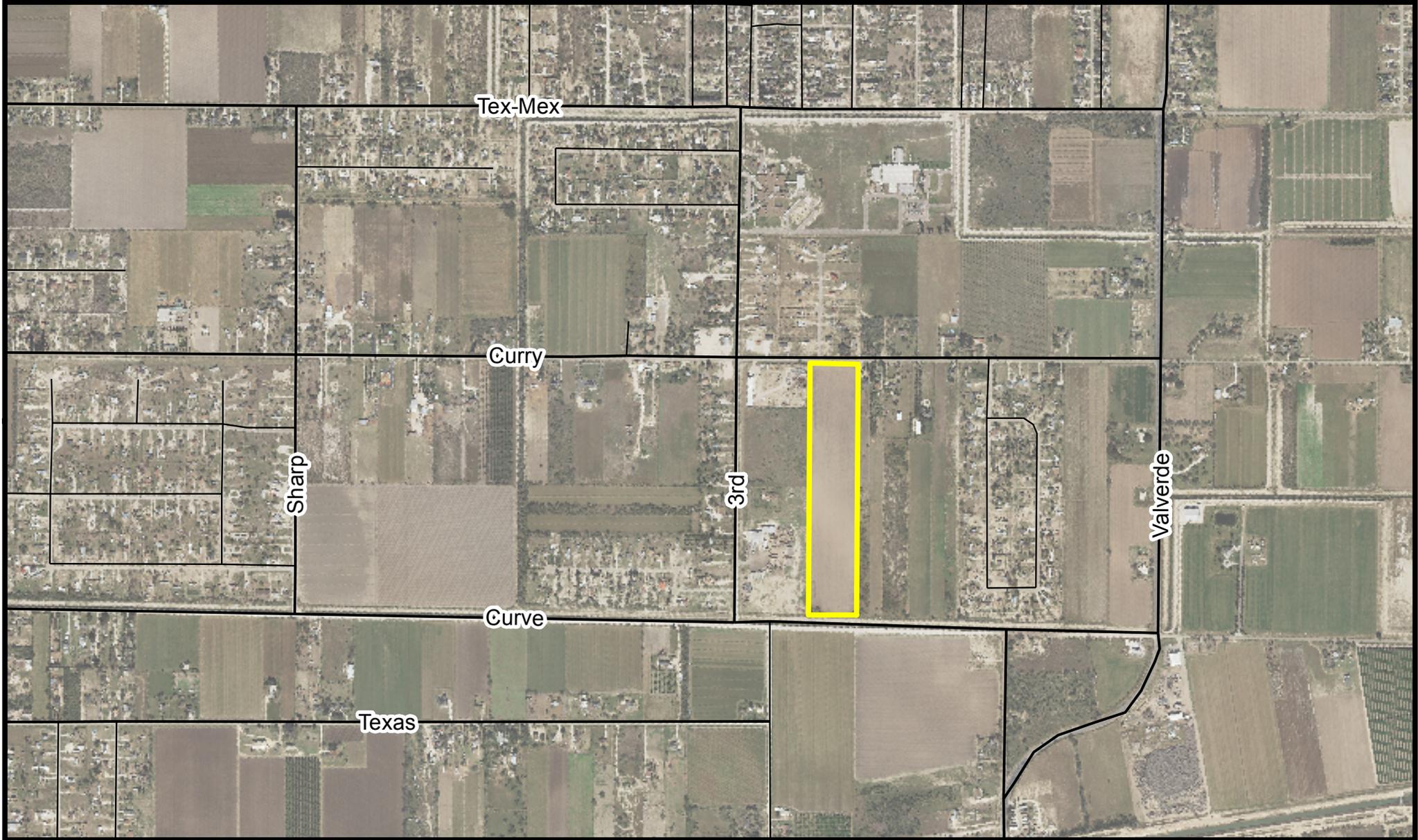
¹ Source: City Standards Manual, Section II-3.
² Travel lanes are 12 ft. wide and parking lanes ("park") are 8 ft. wide. Continuous Left (CL) and Occasional Left (OL) lanes are 14 ft. wide.
³ Multi-family subdivisions shall be required to comply with residential collector street standards.
⁴ C&G means 1.5 ft. wide curb and gutter on each side of the street.

STAFF REPORT

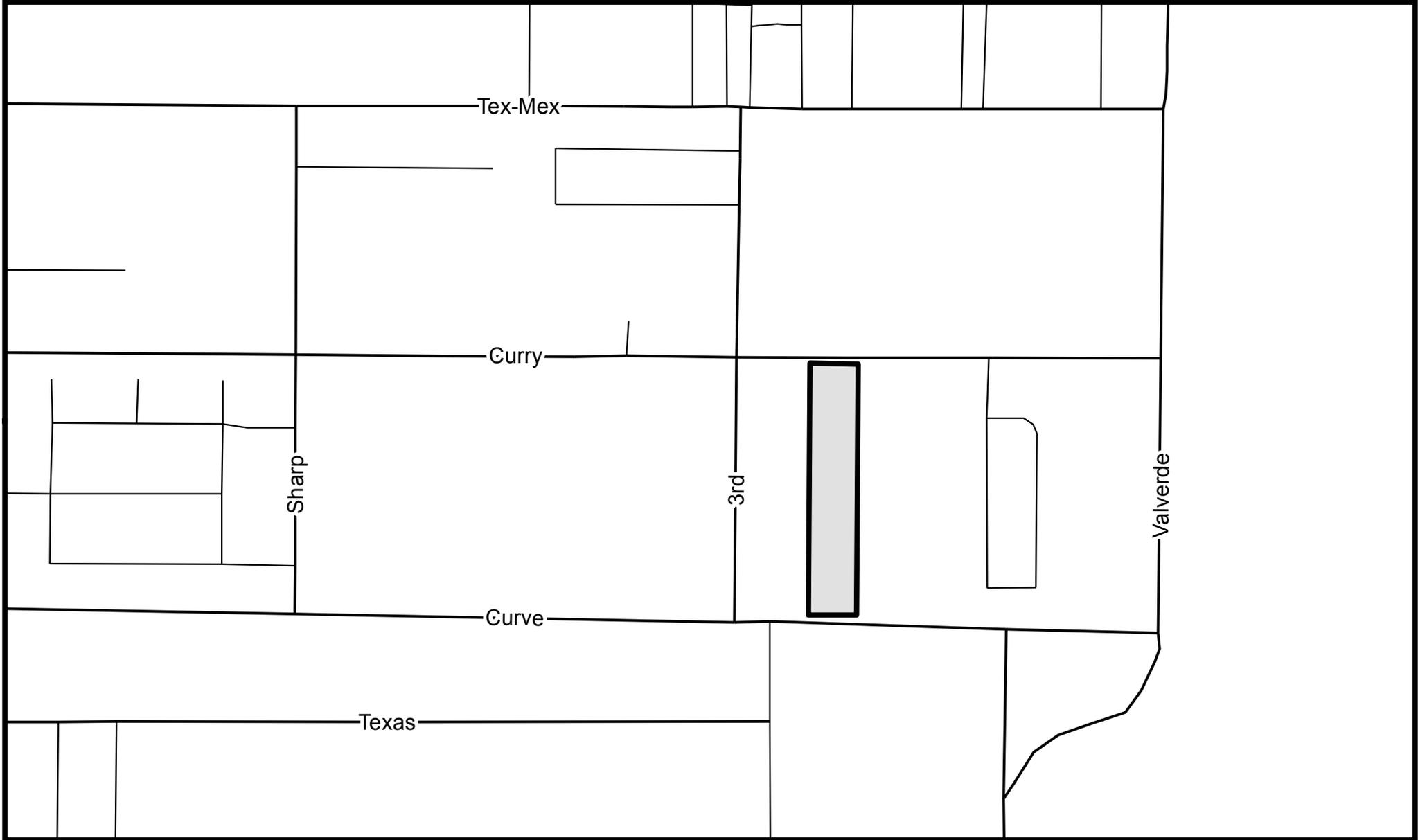
RANCHITOS DE SAN CARLOS

Sec. 8.213 Sidewalks

- A. **Sidewalk plan and permit required.** A sidewalk plan shall be submitted with the preliminary plat, development plat, and minor plat application and with the building permit application for un-platted property. A sidewalk permit shall be required to ensure compliance with the approved Sidewalk Plan. The sidewalk permit shall be filed with and reviewed by the City Engineer in accordance with the permit requirements set forth in Chapter 98 of the Code of Ordinances.
- B. **Location of sidewalks.**
1. Sidewalks shall be provided in the area between the parkway and the edge of the right-of-way, as shown in the Engineering Standards Manual, latest edition.
 2. The outer boundaries of sidewalks shall be located in the platted street right-of-way, generally one foot from the property line. This one foot width shall be subtracted from the required parkway width. Sidewalks may meander into the parkway to protect the root system of a mature tree, provided that no sidewalk be located closer than four feet to the back of curb or edge of pavement if no curb is present. This arrangement shall not reduce the right-of-way width requirement.
 3. Walks shall also be installed in any pedestrian easements as may be required by the Planning Department.
- C. **Modification of sidewalk requirements.** Sidewalk requirements may be altered or waived if a sidewalk plan that provides equal or greater pedestrian circulation is submitted to and approved by the Planning and Zoning Commission at the time of platting. These trade-offs may be permitted:
1. In suburban estate developments to allow off-street trails in lieu of sidewalks, thereby meeting the needs of walkers and cyclists; or
 2. In order to implement the City's Parks and Recreation Master Plan, as set out in subsection D., below.
- D. **Completion of sidewalk networks.**
1. In general, sidewalks should be constructed concurrent with street construction, with special provisions to protect their condition and integrity during the process of building construction. However, this requirement may be waived at the discretion of the Planning and Zoning Commission if reasonable assurances are provided that:
 - a. Sidewalk segments across individual lots will be constructed after buildings are constructed on the individual lots, but before they are occupied; and
 - b. The timing and phasing of development will result in the completion of the sidewalks on each street segment within 2 years of the date that building construction on the street segment is commenced.
 2. Sidewalks should be installed along street corridors on a priority basis in areas where they are not currently available.
- E. **Maintenance of Sidewalks Outside of the City.** Developers of property in the ETJ shall provide for the continuing maintenance of sidewalks by property owners, homeowners association or other appropriate means. If the development is located adjacent to the City limits, then voluntary annexation shall be required in lieu of this requirement. Sidewalks inside the City shall be maintained by the City and/or adjoining property owners.
- F. **Trails and bikeways.**
1. On-street bikeways and off-street bicycling and jogging trails should be developed in accordance with the City's Parks and Recreation Master Plan to link major attractions and destinations throughout the community, including neighborhoods, parks, schools, churches, the Edinburg Public Library, the community center, major employment centers, and shopping areas.
 2. Canal rights-of-way across the community present opportunities for future off-street bicycle and pedestrian trails to connect with existing or new sidewalks.
 3. Development that abuts a linear corridor that is identified in the City's Parks and Recreation Master Plan shall provide an easement for the construction of a trail in accordance with the master plan.
 4. These opportunities should be pursued in concert with policies outlined in the Parks and Recreation Master Plan, and in accordance with its priorities for implementation.

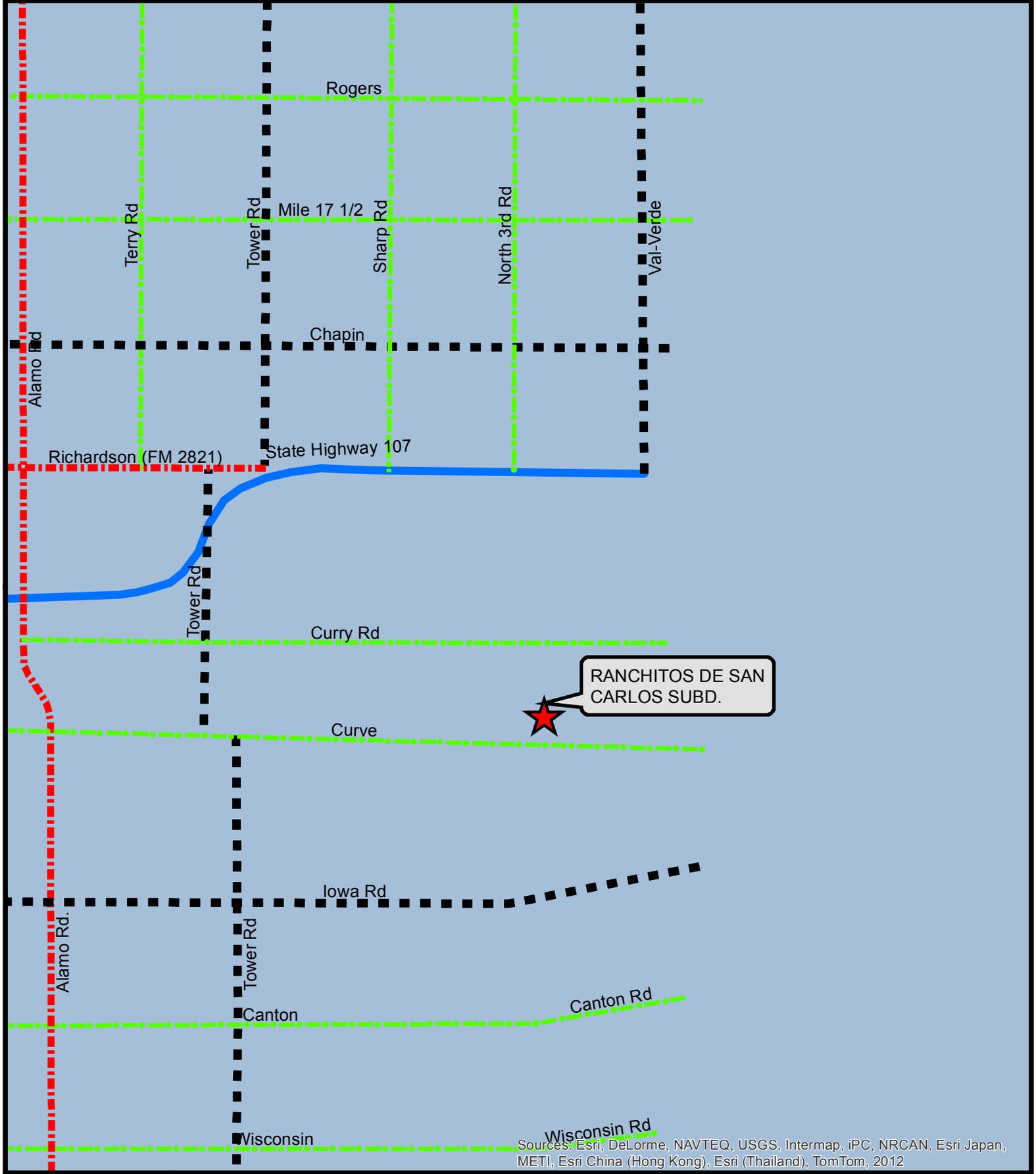


RANCHITOS DE SAN CARLOS
SUBDIVISION



RANCHITOS DE SAN CARLOS
SUBDIVISION





Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

CITY THOROUGHFARE PLAN

- Legend**
- Expressway 350'
 - High Speed Arterial 150'
 - Principal Arterial 120'
 - Minor Arterial 100'
 - Collector 80'
 - Prop. Collector 80'
 - CityBoundary



R. E. Garcia



Associates

A 17.10 ACRE TRACT
R. B. CURRY SURVEY SUBDIVISION NO. 3,
PROPOSED RANCHITOS DE SAN CARLOS SUBDIVISION
ESCROW ESTIMATE

CURRY ROAD

ULTIMATE RIGHT-OF-WAY	80'
CURRENT RIGHT-OF-WAY	40'
ADDITIONAL RIGHT-OF-WAY REQUIRED	20' (EACH SIDE)
SECTION REQUIRED	57' BACK -TO-BACK
CURRENT SECTION	22' ASPHALT
ADDITION PAVEMENT REQUIRED PER SIDE	16'
CURB AND GUTTER REQUIRED PER SIDE	
FRONTAGE ON CURRY ROAD	370.58'
ASPHALT ESCROW REQUIRED	$(370.58' \times 16.00')/9 = 658 \text{ S.Y.}$
CURB AND CUTTER ESCROW REQUIRED	370.58'
5' SIDEWALK ESCROW REQUIRED	370.58'

ESTIMATED SEMINARY ROAD ESCROW COSTS:

ASPHALT AND BASE	658 S.Y. X 25.00/S.Y.	=	\$ 16,450.00
CURB & GUTTER	370.58 L.F. X \$ 8.50/L.F.	=	\$ 3,149.93
4' SIDEWALK	370.58 L.F. X \$30.00/L.F.	=	\$ 11,117.40

CURRY ROAD PAVEMENT ESCROW **\$30,717.33**

PARKLAND DEDICATION FEE \$600.00/LOT X 28 LOTS **\$16,800.00**

TOTAL ESCROW & FEES REQUIRED **\$47,517.33**

R. E. Garcia



Associates

February 9, 2016

Mr, Jesus Saenz, Interim Director
Planning & Zoning Department
City of Edinburg
415 W. University Drive
Edinburg, TX. 78541

RE: A 17.10 Acre Tract
Lots 10 and 15,
R. B. Curry Survey Subdivision No. 3,
Proposed Ranchitos de San Carlos Subdivision
Variance Request

Dear Mr. Saenz:

On behalf of the owners of the above referenced subdivision, R. E. Garcia & Associates does hereby request a variance to the requirements of paying parkland dedication fees, and the collecting of pavement, curb and gutter and sidewalk escrows in the amount of \$47,517.33 for the future Ranchitos de San Carlos Subdivision development as shown on the attached subdivision plat. The development is approximately 3.25 miles outside the current City of Edinburg Corporate Limits on the south side of Curry Road within Hidalgo County. This area was recently incorporated into the new City of Edinburg 3.50 mile Extra-Territorial Jurisdiction (ETJ) Limits. The original feasibility study for the development utilized City of Edinburg ETJ Maps found on the City of Edinburg web page to determine that the site was outside the City of Edinburg's ETJ and to continue with the development of the site.. It was not until the development was submitted to Hidalgo County for approval that the ETJ question was raised. Once the new ETJ map (NOT FOUND ON THE WEB PAGE) was received and reviewed, the site was established to be within the new ETJ limits. The owners of the site feel that the development will be negatively impacted by the unforeseen ETJ fee assessments which were not expected after utilizing the maps available for public review. Please also note that Curry Road is a county maintained roadway, no City of Edinburg utilities service this site and a Hidalgo County park facility is approximately one mile from the new development.

Please let me know when this variance request will be heard. I hope this request meets with your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Raul E. Garcia, P.E., R.P.L.S.
Proprietor

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design and Article 8 - Streets, Utilities, and Drainage, for Border Town Subdivision No. 2, Being a 69.62 Acre Tract of Land out of Lots 15 & 17, Block 70, Engelmann Re-Subdivision, Located on the East Side of Uresti Road and North of FM 2812, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning].

STAFF COMMENTS AND RECOMMENDATION:

Quintanilla, Headley and Associates, Inc., the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for a Single-Family Development on the District and Bulk Standards, and Street Standards. The proposed development is located on the vicinity of the northeast corner of Uresti Road and FM 2812.

1. Article 7 – Plat and Site Plan Design, Section 7.404 B. Block Length and 7.405 F. Protection of Rural Character

Variance Request: For Block Length at 1,045 feet that exceeds the 800-foot block length, Lots width at 94.70 feet less than 100 feet as required, with lots proposing a 50 foot front setback.

According to the adopted **Unified Development Code, Article 7 Plat and Site Plan Design**, Block length shall not exceed 800 feet in length, Lot width requires a minimum of 100 feet. In addition The UDC states that lots in the City's ETJ shall not take access from an existing state or county road regardless of their functional classification unless lots are greater than five acres and lots strictly comply with access management requirements.

2. Article - 8 Streets, Utilities, and Drainage - Section 8.204 Street Standards

Variance Request: Pavement section of seventeen and one half (17.5) feet for Uresti Road to remain with consideration of widening.

According to the adopted **Hidalgo County MPO Thoroughfare Plan and UDC Section 7.502 Streets and Right-of-Way**, the pavement section for Uresti Road which is designated as a Collector Street with right-of-way dedication of eighty (80 ft) in total, pavement section at fifty seven (57) feet Back to Back, which will require an additional pavement section of twenty nine and one half foot (29.5ft.) on Uresti Road for this Subdivision.

3. Article - 8 Streets, Utilities, and Drainage - Section 8.213 Sidewalks

Variance Request: Installation of the 5-foot sidewalk on Uresti Road and FM 2812.

According to **UDC Section 8.213 Sidewalks**, sidewalks shall be provided between parkway and the edge of the right-of-way, as shown in the Engineering Standards Manual, latest edition. Based on this Section, a five (5) foot sidewalk is required on Uresti Road and FM 2812 for the boundary of the

subdivision. In addition, sidewalks shall be installed in any pedestrian easements as may be required by the Planning Department.

Since this Subdivision is located within the City's limits, Staff recommends a general plat note requiring lot owners to install a 5-foot concrete sidewalk at building permit stage.

The Planning & Zoning Commission made the following recommendations at their March 8, 2016 Regular meeting.

1. Regarding Article 7 Block Length and Protection of Rural Character Denial of the Variance with a vote of 6-0
2. Regarding Article 8 Additional Pavement Section Denial of the Variance with a vote of 6-0
3. Regarding Article 8 Sidewalk Requirements Denial of the Variance with a vote of 6-0

RECOMMENDATION:

Staff Recommends Denial of the Variance Requests

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
 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

SUBDIVISION PLAT OF:
BORDER TOWN SUBDIVISION No. 2

A 69.62 ACRE TRACT OF LAND BEING ALL OF LOT 15 AND 29.62 ACRES OUT OF LOT 16, BLOCK 70, ENGELMAN RE-SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2460925, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 10, BLOCK 70, ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 9, BLOCK 70, ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GAS PIPELINE NUSTAR LOGISTICS L.P. 1-800-481-0038

SET 1/2"x24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

STATE OF TEXAS
COUNTY OF HIDALGO

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



Alfonso Quintanilla
ALFONSO QUINTANILLA
R.P.L.S. No. 4856

11-23-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



Marco A. Gonzalez
MARCO A. GONZALEZ
P.E. No. 120016

DATE

EXIST. 62.00' R.O.W.

FND. 5/8" IRON ROD N.W. COR. LOT 15

FND. 1/2" IRON ROD WITH CAP MELDEN & HUNT INC

N.E. COR. LOT 15, BLK. 70 SET 1/2"x24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

SET 1/2"x24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. 151716 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE 1" = 100'

LOT 10, BLOCK 70, ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 9, BLOCK 70, ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EXIST. 62.00' R.O.W.

P.O.B. FND. C.P.S. S.W. COR. LOT 15

15.00' R.O.W. EASEMENT TO N.A.W.S.C. RECORDED IN VOLUME 1411, PAGE 477, VOLUME 1411, PAGE 481, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. 151716 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. 151716 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

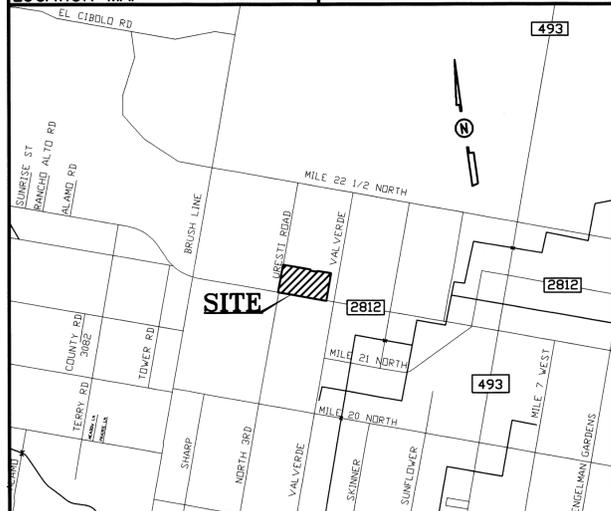
RIGHT OF WAY EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 1241, PAGE 260, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 105, DELTA ORCHARDS UNIT No. 1, RECORDED IN VOLUME 6, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.

ENCINO ESTATES No. 2, RECORDED IN VOLUME 43, PAGE 84, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE MIRNA BLANCA FLORES TRACT, THE EAST HALF OF THE TRACT BEING THE SUBJECT OF WARRANTY DEED RECORDED UNDER VOLUME 1147, PG. 895, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BORDER TOWN SUBDIVISION No. 2, IS LOCATED IN CENTRAL HIDALGO COUNTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF FM 2812 AND URISTI ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). BORDER TOWN SUBDIVISION No. 2, LIES APPROXIMATELY 3.00 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 1/2 MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
Owner: BORDER TOWN DEVELOPMENT, LLC	P.O. BOX 959	EDINBURG, TX 78540	(956)383-0866	383-2301
Manager: KYLE RUPPERT, MANAGER	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8480	381-0527
Engineer: MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8480	381-0527
Surveyor: ALFONSO QUINTANILLA				



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513

LAND SURVEYORS
PHONE 956-381-8480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: NOV. 23, 2015

FILE NAME	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
F:\DATA\SUBD\HIDALGO CO\BORDER TOWN No. 2\PLAT	NOV. 23, 2015	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

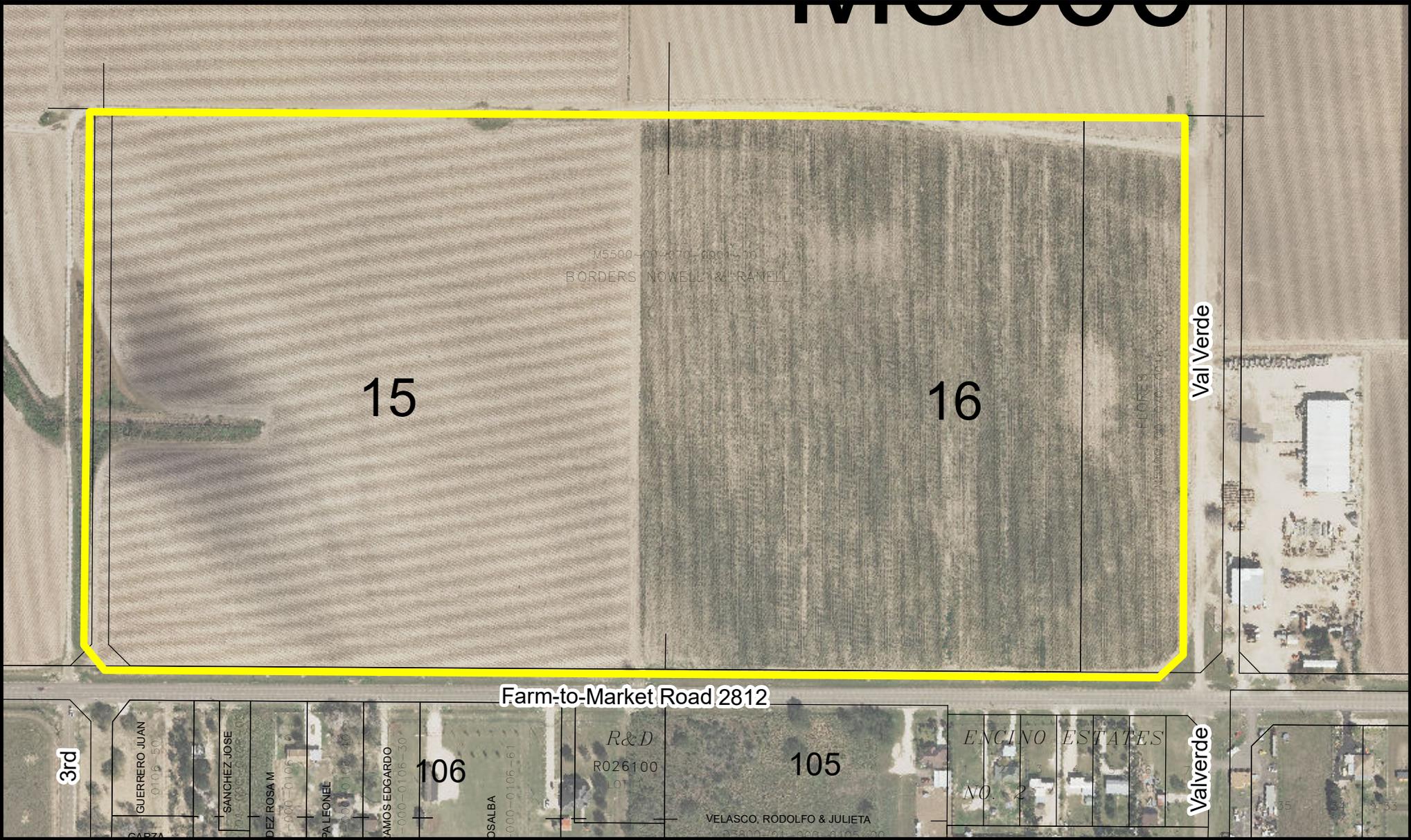
SHEET NO.
2 of 4



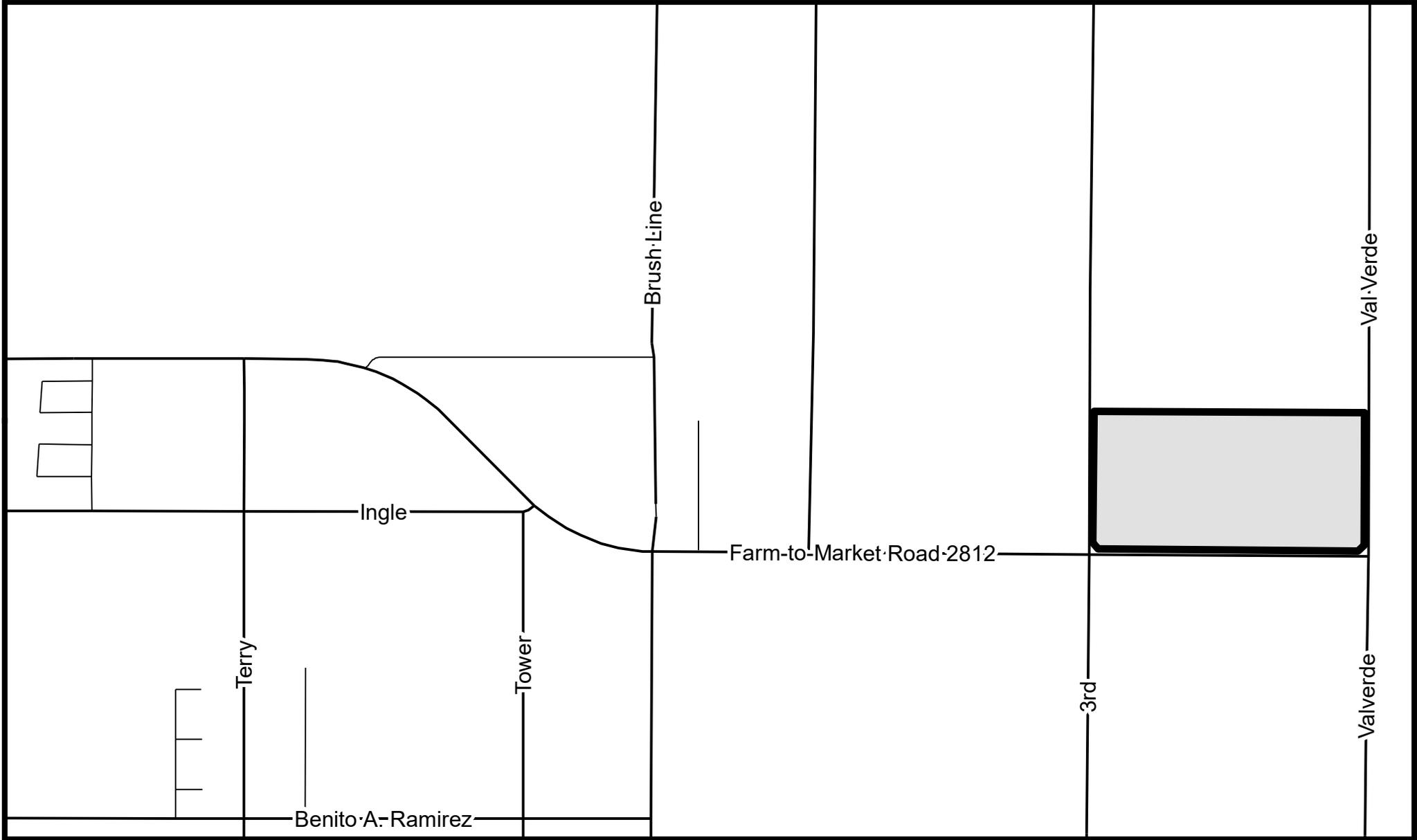
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

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

By: _____ DEPUTY



BORDER TOWN SUBDIVISION NO.2



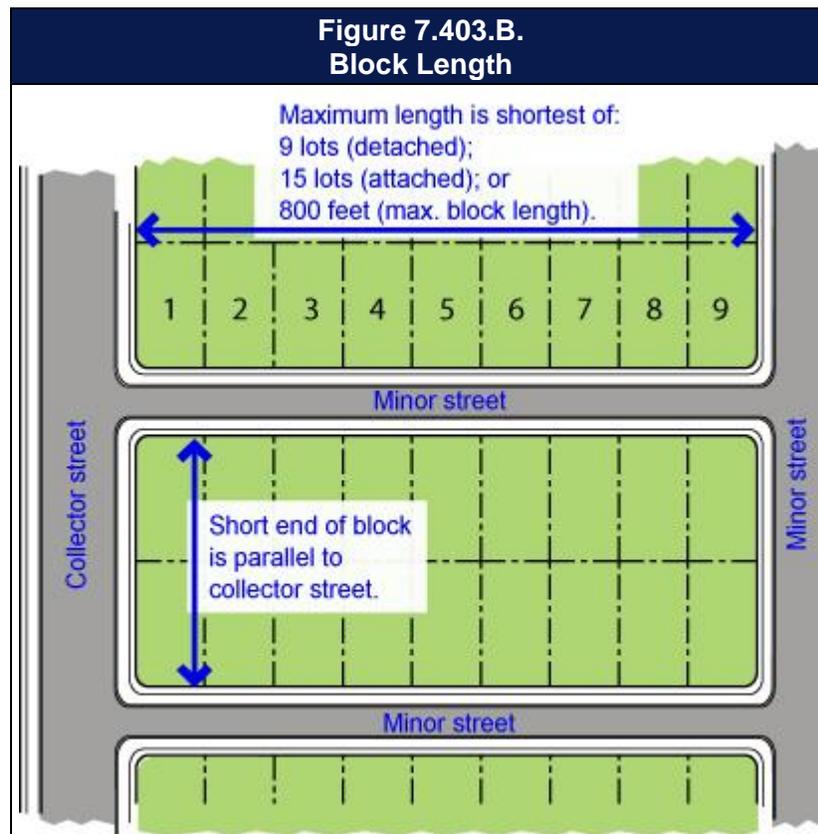
BORDER TOWN SUBDIVISION NO.2

ARTICLE 7 PLAT AND SITE PLAN DESIGN

DIVISION 7.400 SUBDIVISION AND DEVELOPMENT DESIGN

Sec. 7.404 Blocks

B. Block Length. Where possible, blocks shall be laid out to have their short length abutting arterials, *collectors*, or the development's major road. The blocks should not, in most instances, exceed nine lots in length on one side of the street, except for attached units on individual lots, which shall not exceed 15 lots (or, in the case of condominiums, cooperatives, or rental housing, 15-unit footprints plus required building side yards). See Figure 7.403.B., *Block Length*. No block may exceed 800 feet in length. The length, width, and shape of blocks should be determined with due regard to the provision of adequate sites for buildings of the type proposed, zoning requirements, fire access, emergency service, and police protection.



Sec. 7.405 Lots

F. Protection of rural character. In the AG district and in the ETJ, lots shall not take access from existing state or county roads, regardless of their functional classification, unless:

1. The lots are greater than five acres; and
2. The lots strictly comply with the access management requirements of [Division 9.400, Access Management](#).

ARTICLE 8 STREETS, UTILITIES, AND DRAINAGE

DIVISION 8.200 STREETS, SIDEWALKS, AND TRAILS

Sec. 8.204 Street Standards

- A. **Streets.** The standards in Table 8.204, *Street Standards*, shall govern all street construction, except with regard to State highways, which shall meet Texas Department of Transportation (TxDOT) specifications.

Table 8.204 Street Standards ¹		
Right-of-way Width	Paving Width ²	Paving Sections Escrow
50 ft. (w/5 ft. U.E.) Minor (60 ft. with street trees)	32 ft. B-B	8-inch Caliche 2-inch H/MAC
60 ft. Residential Collector ³	43 ft. 2 lanes (+) 2 park (+) C&G ⁴	8-inch Caliche 2-inch H/MAC
80 ft. Collector	57 ft. B-B 2 lanes (1 OL) (+) 2 park (+) C&G	10-inch Caliche 2-inch H/MAC
100 ft. Minor Arterial	65 ft. B-B 5 lanes (1CL) (+) C&G	12-inch Caliche 3-inch H/MAC
120 ft. Arterial	81 ft. B-B 5 lanes (1CL) (+) 2 park (+) C&G 1 side	12-inch Caliche 3-inch H/MAC

¹ Source: City Standards Manual, Section II-3.
² Travel lanes are 12 ft. wide and parking lanes ("park") are 8 ft. wide. Continuous Left (CL) and Occasional Left (OL) lanes are 14 ft. wide.
³ **Multi-family subdivisions shall be required to comply with residential collector street standards.**
⁴ C&G means 1.5 ft. wide curb and gutter on each side of the street.

Sec. 8.213 Sidewalks

- A. **Sidewalk plan and permit required.** A sidewalk plan shall be submitted with the preliminary plat, development plat, and minor plat application and with the building permit application for un-platted property. A sidewalk permit shall be required to ensure compliance with the approved Sidewalk Plan. The sidewalk permit shall be filed with and reviewed by the City Engineer in accordance with the permit requirements set forth in Chapter 98 of the Code of Ordinances.
- B. **Location of sidewalks.**
- Sidewalks shall be provided in the area between the parkway and the edge of the right-of-way, as shown in the Engineering Standards Manual, latest edition.
 - The outer boundaries of sidewalks shall be located in the platted street right-of-way, generally one foot from the property line. This one foot width shall be subtracted from the required parkway width. Sidewalks may meander into the parkway to protect the root system of a mature tree, provided that no sidewalk be located closer than four feet to the back of curb or edge of pavement if no curb is present. This arrangement shall not reduce the right-of-way width requirement.
 - Walks shall also be installed in any pedestrian easements as may be required by the Planning Department.
- C. **Modification of sidewalk requirements.** Sidewalk requirements may be altered or waived if a sidewalk plan that provides equal or greater pedestrian circulation is submitted to and approved by the Planning and Zoning Commission at the time of platting. These trade-offs may be permitted:
- In suburban estate developments to allow off-street trails in lieu of sidewalks, thereby meeting the needs of walkers and cyclists; or
 - In order to implement the City's Parks and Recreation Master Plan, as set out in subsection D., below.
- D. **Completion of sidewalk networks.**

1. In general, sidewalks should be constructed concurrent with street construction, with special provisions to protect their condition and integrity during the process of building construction. However, this requirement may be waived at the discretion of the Planning and Zoning Commission if reasonable assurances are provided that:
 - a. Sidewalk segments across individual lots will be constructed after buildings are constructed on the individual lots, but before they are occupied; and
 - b. The timing and phasing of development will result in the completion of the sidewalks on each street segment within 2 years of the date that building construction on the street segment is commenced.
2. Sidewalks should be installed along street corridors on a priority basis in areas where they are not currently available.

E. **Maintenance of Sidewalks Outside of the City.** Developers of property in the ETJ shall provide for the continuing maintenance of sidewalks by property owners, homeowners association or other appropriate means. If the development is located adjacent to the City limits, then voluntary annexation shall be required in lieu of this requirement. Sidewalks inside the City shall be maintained by the City and/or adjoining property owners.

F. **Trails and bikeways.**

1. On-street bikeways and off-street bicycling and jogging trails should be developed in accordance with the City's Parks and Recreation Master Plan to link major attractions and destinations throughout the community, including neighborhoods, parks, schools, churches, the Edinburg Public Library, the community center, major employment centers, and shopping areas.
2. Canal rights-of-way across the community present opportunities for future off-street bicycle and pedestrian trails to connect with existing or new sidewalks.
3. Development that abuts a linear corridor that is identified in the City's Parks and Recreation Master Plan shall provide an easement for the construction of a trail in accordance with the master plan.
4. These opportunities should be pursued in concert with policies outlined in the Parks and Recreation Master Plan, and in accordance with its priorities for implementation.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 3 - District and Bulk Standards, for Mon Mack Landing Phase 1 Subdivision, Being a 34.43 Acre Tract of Land out of Lot 1, Lomas Y Lagos Subdivision, Located on the West Side of Mon Mack Road and North of Sprague Road, as Requested by Melden & Hunt, Inc. [Jesus R. Saenz, Director of Planning & Zoning].

STAFF COMMENTS AND RECOMMENDATION:

Melden and Hunt, the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code (UDC) for a Multi-Family Development on the District and Bulk Standards. The proposed development is located on the West side of Mon Mack Road and North of Sprague Road.

1. Article 3 - Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards

Variance Request: Lots 1 thru 10 and Lots 91 thru 115, consider lot width less than 100 feet and lot area less than 10,000 square feet and Lots 11 thru 90 consider lot width less than 100 feet.

According to the adopted UDC Article 3 Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards, Lot width requires a minimum of 100 feet, and lot area requires a minimum of 10,000 square feet.

The Planning & Zoning Commission made the following recommendations at their March 8, 2016 Regular meeting.

1. Regarding Multi-Family Lot Building Standards Denial of the Variance with a vote of 5-1

RECOMMENDATION:

Staff Recommends Denial of the Variance Request.

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
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

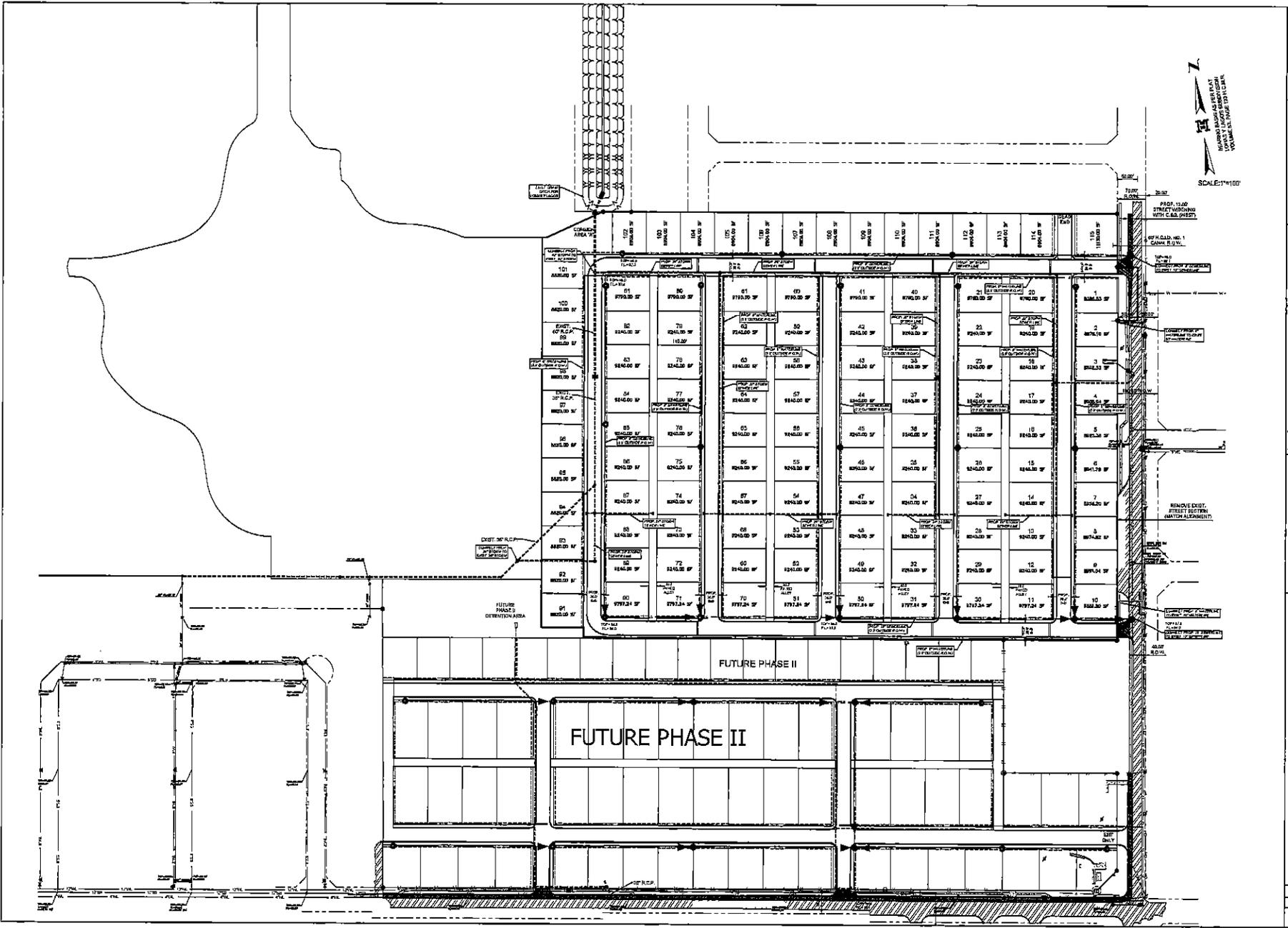
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



JOB No. 15182.01

DATE: 01/11/2011

BY: J. HUNT

PROJECT: MONMACK LANDING SUBDIVISION

CONTRACT NO. 15182.01

DATE: 01/11/2011

SCALE: 1" = 100'

15182.01

FOR THE OWNER: PROJECT FILE NO. 15182.01

DATE: 01/11/2011

BY: J. HUNT

PROJECT: MONMACK LANDING SUBDIVISION

CONTRACT NO. 15182.01

DATE: 01/11/2011

SCALE: 1" = 100'

15182.01

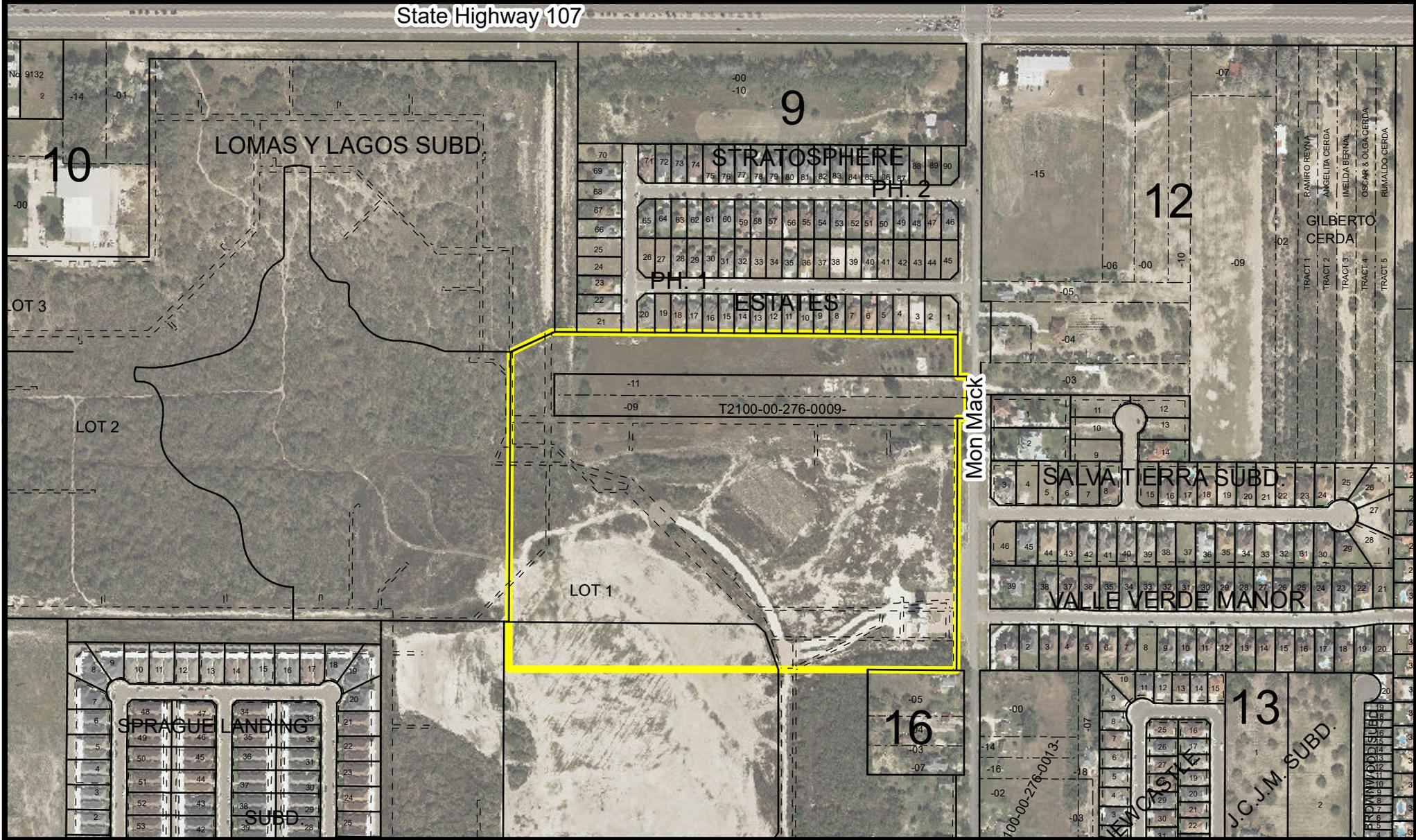
MONMACK LANDING SUBDIVISION EDINBURG, TEXAS

WATER & SEWER PAVING & DRAINAGE LAYOUT

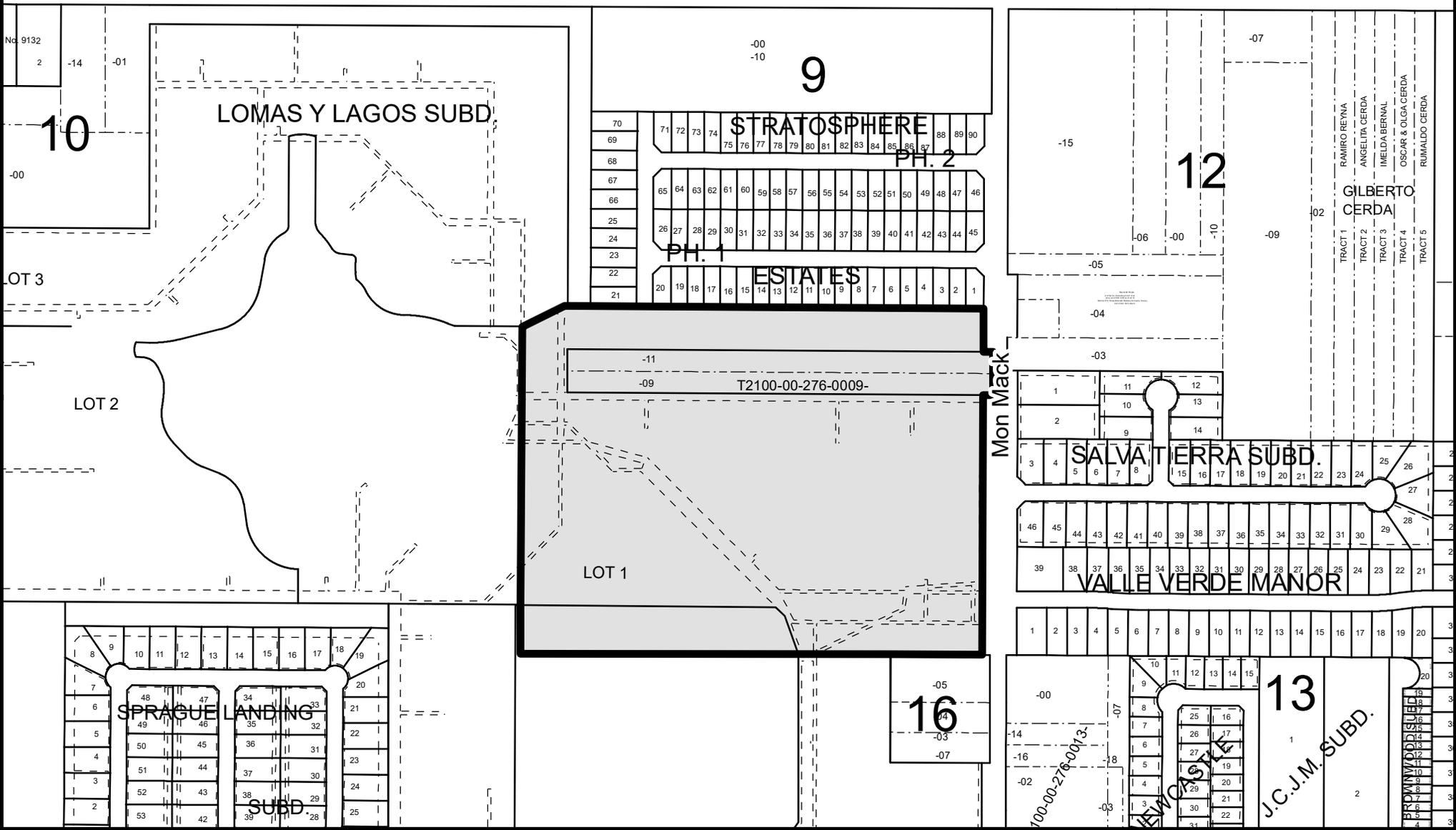
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File Name: 15182.01

SHEET 1 OF 1



MON MACK LANDING
SUBDIVISION



MON MACK LANDING
SUBDIVISION

ARTICLE 3 DISTRICT AND BULK STANDARDS

DIVISION 3.300 BULK REGULATIONS - STANDARD DEVELOPMENT

Sec. 3.303 Multi-Family

The following bulk standards apply to multi-family buildings that are not part of a planned development:

Table 3.303 Multi-Family Lot and Building Standards						
Zoning District	Minimum					Maximum
	Lot Area per Building (sf.)	Lot Width (ft.) ¹	Street Yard (ft.) ²	Side Yard total (ft.) ²	Rear Yard (ft.) ²	
Auto-Urban Residential (AU)	10,000	100	20	12	20	40
Urban Residential (UR)	10,000	100	20	12	20	48
Urban University (UU)	15,000	100	20	12	20	60
Downtown (D)	10,000	100	20	12	20	72

¹ Along arterials, frontages in excess of the minimum lot width may be required. See [Division 9.400, Access Management and Circulation](#).

² If a larger bufferyard is required, the setback shall be the width of the bufferyard.

AWARDING OF BIDS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Awarding Bid No. 2016-73, Reconstruction of One (1) Residence - 3116 Hackberry, in the Housing Assistance Program to Quality Investments, in the Amount of \$56,849 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Marissa Garza, Director of Community Development/Grants Management]

STAFF COMMENTS AND RECOMMENDATION:

The Housing Assistance Program accepts application(s) and evaluates the applicants for housing assistance and the feasibility of the reconstruction before presenting the application(s) to the Housing Assistance Committee. A clear title to the property must be secured, and delinquent taxes are required to be paid off. All eligible housing assistance application(s) are presented to the Housing Assistance Committee for approval, and applicants are notified of their status. The Housing Assistance Committee recommended the applicant for approval.

A pre-bid conference was held on March 15, 2016 to review plans and specifications. On March 21, 2016, Bid No. 2016-73, Reconstruction of One (1) Residence – 3116 Hackberry, was opened with two (2) contractors participating; all met specifications and bid requirements. All efforts were made during the bid process to obtain competitive bids from thirty (30) contractors on the CDBG Approved List of Contractors participating in the Housing Assistance Program. Staff recommends awarding bid to lowest bidder as follows:

Bid No.	Location	Contractor	Total
2016-73	3116 Hackberry	Quality Investments	\$56,849.00
			\$120,453.00
	<u>Housing Assistance Rehab./Recon. Prior Budget Balance</u>		
		One Reconstruction	\$56,849.00
		Remaining Balance	\$ 63,604.00

Staff has verified that all specifications have been met, no delinquent taxes or monies are owed, and there are no liens with the City of Edinburg. The Contractor is not debarred as verified through the System for Award Management. Quality Investments has experience with the City of Edinburg in building construction, concrete work, and residential rehabilitation/reconstruction with the Housing Assistance Department over ten years. The company has provided all required insurances. The bid is within the cost estimate, as prepared by staff.

RECOMMENDATION:

Approve Awarding Bid No. 2016-73, Reconstruction of One (1) Residence – 3116 Hackberry, in the Housing Assistance Program to Quality Investments, in the Amount of \$56,849 and Authorize the City Manager to Enter into a Contract Relating Thereto.

REVIEWED BY:

PREPARED BY:

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/ Marissa Garza
Marissa Garza
Director of Community
Development/Grants
Management

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

THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-73 RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY

A pre-bid conference will be held between 2:00-5:00 p.m., Tuesday, March 15, 2016, at the Edinburg City Hall Community Room. All prospective bidders are encouraged to attend. If you have any questions or require additional information regarding specifications, please contact Ms. Veronica Guerrero, Housing Coordinator at (956) 388-8206.

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com.

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

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

RECEIVED
MAR 04 2016
BY: *lgue...*

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

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

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

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY for the City of Edinburg.

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

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

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

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

INSTRUCTIONS TO BIDDERS (Continued):

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose

INSTRUCTIONS TO BIDDERS (Continued):

overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

AWARD

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

INSTRUCTIONS TO BIDDERS (Continued):

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

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

INSTRUCTIONS TO BIDDERS (Continued):

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

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

BID BOND INFORMATION – CONSTRUCTION PROJECT ONLY

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

INSTRUCTIONS TO BIDDERS (Continued):

payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

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

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

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

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY**

BID NO. 2016-73

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY.**

GENERAL REQUIREMENTS AND AGREEMENT FOR RECONSTRUCTION OF ONE RESIDENCE - 3116 HACKBERRY:

You are invited to submit a sealed bid for the purchase and RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY as requested by the City of Edinburg.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

SEE ATTACHED SPECIFICATIONS

**CITY OF EDINBURG
 BID FORM FOR
 RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY**

BID NO. 2016-73

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE 3116 HACKBERRY** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(If applicable)	(If applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	3116 HACKBERRY LEGAL DESCRIPTION: South 140' of the North 1,265' of the East 99' of the West 15 acres of the East 25 acres of Lot 11, of the Kelly Pharr Subdivision, Edinburg, Hidalgo County, Texas. NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.	\$ _____

The City reserves the right to increase or decrease the quantities depending on availability of funds.

BID FORM FOR RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

**City of Edinburg
Housing Assistance Program
Community Development Block Grant**

DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION

2 Bedrooms, 1 Bath / Brick Veneer

Applicant's Name: William Worsham & Sylvia Worsham

Mailing Address: 3116 Hackberry, Edinburg, Texas 78539

Legal Description: South 140' of the North 1,265' of the East 99' of the West 15 acres of the East 25 acres of Lot 11, of the Kelly Pharr Subdivision, Edinburg, Hidalgo County, Texas.

1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.
 2. Work specifically described or shown will not be considered for value.
 3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
 4. Include signatures required at the end of this form.
 5. The construction shall be completed with the related drawings and specifications, as amended during processing.
 6. All demolition and construction debris must be disposed of at the City of Edinburg Landfill.
-

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty?

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed. Contractor will provide temporary on-site portable toilet for the duration of construction project.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition; remove any construction debris from the property right of ways, curbs and gutters.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.

PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same example; Code Enforcement, Utilities, Public Woks, Engineering, City Land Fill etc.... Contractor will certify completion of project by submitting a certificate of occupancy from City of Edinburg Code Enforcement at final inspection to Community Development staff.

WORKMANSHIP

All labor is to be done in a skilled and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

SCOPE OF WORK

To reconstruct the home according to the accompanying specifications.

Must meet 2012 I.R.C (International Residential Code), 2012 IBC (International Building Code Family), 2009 I.E.C.C. (International Energy Construction Code), 2011 N.E.C. (National Electrical Code) and all City codes and ordinances. Concrete will be placed only Monday-Friday from 8 am to 4 pm, to allow for proper inspections by the proper officials at the City, County or State Departments.

- 1. **EXCAVATION & COMPACTION:** Make sure to add moisture to fill between layers.

Bearing Soil: Filling will be done in layers and compacted all SELECT FILL will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a *minimum excavation of 12" into undisturbed soil. Contractor will be responsible to treat, remove or replace fill dirt if any thorns or weeds appear where fill dirt was used at their cost. The finished floor elevation to be above the curb at:*

- 18", 24", 33", 36"

This point of the curb to be centered to the length or width of the property and is to be used as reference point located on the;

- North, South, East, West

All select fill must be compacted with moisture between layers.

2. **FOUNDATION** Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan.
As per city, state codes and ordinances.

Porches:

- a. Foundation as per slab design. Roof same as house.

Footing:

Strength PSI: 3000 PSI with Fly Ash as per city, state codes and ordinances
Reinforcing: All reinforcing steel must be minimum Grade 40 or better and free of rust.

- a. 6 x 6 x 6/6 Gauge Wire mesh
b. #5 x 20'. 0 Rebar
c. #3 x 6 x 12" Stirrups @ 36 inches O.C.
d. #3 x 6 x 30" Stirrups @ 36 inches O.C.
e. #5 x 4'. 0 Corner Bar
f. 5/8" x 10" x Anchor Bolts @ 4' Center Maximum
g. 2" Lift Chairs

Waterproofing: 6-Mil Polyethylene

Termite Protection: Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidacloprid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work performed.

Additional Information:

- a. All foundation to comply with slab design.
b. Slab 4" minimum, exterior beams 12" x 24" plus 12" excavation into undisturbed soil equal 36" in height, and interior beams 12" x 18".
c. Allow for expansion joint between house slab and parking pad, 1/2" asphalt impregnated material or 1/2" redwood, and expansion mark where parking pad and driveway meet.

* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: \$ _____

Labor Cost: \$ _____

3. **EXTERIOR WALLS:** As per city, state codes and ordinances, (2012 I.R.C. & 2012 IBC Family);
Wood Frame: *Must also comply with Wind Storm Design plan provided by Housing Assistance Department at the time of award.*
- a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
 - b. Corners and Bracing 4' x 8' x 1/2" OSB Sheathing
 - c. Building paper or Felt (#15 Felt paper x 18")
 - d. 2" x 4" treated for bottom plates of exterior walls
 - e. Polyseal strip on base of treated stud of exterior walls

Wind Storm (ties, braces, straps etc...) materials, design plan must be followed as specified, any work not complying will be halted until contractor corrects it at their cost!

Sheathing:

- a. Foil backed insulated board, foam min. R-3 or better
(Note: to be sealed at all joints with foil tape, nail all seams).
 Include sheets for all exterior surfaces, corners and bracing.

4. **Partition Wall Framing:**

Studs:

Wood, Grade, Species: #2 Spruce Pine Fir (S.P.F.) Precut studs
 Size and Spacing: 2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. **Ceiling Framing and Strong backs:** Beams, joists etc... Must meet span table

Joist:

Wood, Grade, and Species: #2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"
 Other: As per wood frame span table
 Ceiling Joist: 2" x 6" ceiling joist @ 24" on center

6. **Roof Framing, Purlins and Bracing:** Must meet span table

Rafters, Pórch Gable, Siding:

Wood, Grade, and Species: 2" x 6" S.P.F. or 2" x 8" as per wood frame span table
 Grade and Species: Ridge board 2" x 8". Front gable on porch to be Hardi-Plank cement siding 4'x 8', as per plans

7. **Decking Radiant Barrier:**

Fascia, soffit, and soffit vents:

- a. 4' x 8' x 1/2" Oriented Strand Board (OSB) Foil Faced Radiant Barrier Sheathing
- b. 15/32" Steel Ply Clips
- c. 1"x8" Cedar Fascia Board
- d. 1"x2" Cedar Fascia Board
- e. 11/32" BC plywood (3/8) for soffit
- f. 8"x16" soffit vent @ 8' O.C.

As per city, state codes and ordinances

8. **Windows:** (All windows will be tinted, double pane insulated, Colonial type, LowE windows U-Factor 0.65 or lower) caulk around the inside and outside of all windows.

Location	Type/Colonial	Brand	Size	Quantity
Bedrooms # 1 & 2	Bronze / White	HR Window or Better	3'0" x 5'0"	2
Living room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1
Bathroom	Bronze / White	HR Window or Better	2'0" x 1'0"	1
Dining Room	Bronze / White	Arch HR Window or Better	3'0" x 5'0"	1

Windows: U-Factor 0.65 or lower

Weather-stripping:

Type: Rib and Gasket

Material: Rubber and Aluminum

Window Screen: Fiberglass or Galvanize window screens

Window Sills: 1"x6" white or yellow pine wood with rounded router ends and edges

Note: If an alternate product is being used, manufacturer's specifications must be turned in to Housing Coordinator.

9. **Entrances: (Front and Rear Doors):**

Entrance Door: Double bore

Material: 6-panel pre hung metal door unit (insulated)

Width: 3'0" x 6'8"

Thickness: 1 3/4" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weather-stripping: Tape; Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

10. Stairs: Attic Stairways: 2' x 4' in hall or as indicated on plan.

Material Cost: \$ _____

Labor Cost: \$ _____

*Note: As per city, state codes, ordinances and specifications.

11. Roofing & Roof venting:

- a. DL Metal Drip Edge
- b. Ridge vent (see roof plan for size)
- c. # 30 felt
- d. 20 year fiberglass shingles (owner to select color) or energy star rated.
- e. 26 gauge x 16" width galvanize flashing
- f. 5- hip roof vents to provide net free venting with no obstructions (see plans)

Material Cost: \$ _____

Labor Cost: \$ _____

12. Exterior Painting:

Material:

Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)

Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.

Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)

Caulk Minimum 20-year warranty acrylic latex.

Apply all primer and paint to manufacturer's specifications.

Owner to select color of paint on all painted surfaces.

USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.

Note: All exterior primer and paint will be compatible or better to:

- a. Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats)
- b. Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)
- c. Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).
- d. If an alternate product is being used, manufactures' specifications must be turned in to Housing Coordinator.
- e. Follow manufacturer's, surface preparation prior to applying finish.

Material Cost: \$ _____

Labor Cost: \$ _____

13. Brick Veneer:

- a. American made brick only, \$360.00 per thousand maximum allowance (owner to select color)
- b. Masonry spacing: 1/2"
- c. Dimensions: 2"-5/8" x 9"-5/8" or 3"x10"
- d. Sand
- e. Masonry cement
- f. Brick ties

Window Sills: a. Brick

Lintels: a. 4" x 4" x 1/4" Angle Iron and apply oil based primer.
* Note: Above all exterior doors and windows where applicable.

Base Flashing: a. # 30 felt, to wrap around all window and exterior door rough openings.

Front Porches: a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4" x 10' post, anchored as per wind storm design plan (refer to wind storm plan).

Material Cost: \$ _____

Labor Cost: \$ _____

14. Interior Walls:

Drywalls (walls and ceilings): Gypsum Board: **USA Made only, no imported type allowed.**
Thickness: 1/2"
Finish: Tape, Float
Corners: Regular corner beads 1 1/4" galvanize, or rounded plastic
Joint Treatment: Tape, Float and Texture

Orange Peel

Monterrey

INTERIOR WALLS CONTINUED:

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bath	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Bedrooms	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling
Lenin Closet	Interior Washable Acrylic Latex Paint	Texture Walls & Ceiling

If a light coat of texture is used apply two coats, if one coat apply medium heavy, as to cover all taped joints adequately.

*Note: Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls. (All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

*Note: All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.

All interior wall partitions will be painted one color.

Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)

Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.

Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).

If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator.

Follow manufactures' surface preparation prior to applying finish.

(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

15. **Interior Doors, Trim, Hardware and Bathroom Accessories:**

a. **Front and Rear Door Knobs and Locks:**

Location	Description	Material	Make	Quantity
Front Exterior Door	Keyed Alike Dead Bolt & Entry Combination	Nickel Finish	Tru-Guard or Better	1
Rear Exterior Door:	Keyed Alike Dead Bolt & Entry Combination	Nickel Finish	Tru-Guard or Better	1

Door Stoppers: (install door stoppers on all interior doors, and a door sweep to the A/C return door.) (Additional information: Install jumbo (one Inch diameter) peep-hole in front door only.)

Interior Doors, Trim, Hardware and Bathroom Accessories Continued:

Interior Doors, Trim, Hardware and Bathroom Accessories Continued:

b. Interior Doors and Trim and Bathroom Accessories:

Location	Description	Material	Thickness	Size
Bedroom #1	Hollow Core Mahogany	Wood	1 3/8"	2'8" x 6'8"
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Closet Bedrooms # 1 & 2	Hollow Core Mahogany	Wood	1 3/8"	2 - 2'8" x 6'8"
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	3'0" x 6'8"
Linen Closet	Hollow Core Mahogany	Wood	1 3/8"	2'0" x 6'8"

*Note: Follow manufacturer's surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.

c. Interior Doors, Trim, and Bathroom Accessories:
Door Knobs:

Location	Description	Material	Make	Quantity
Bedroom # 1	Lockset (privacy)	Nickel Finish	Tru-Guard or better	1
Bedroom # 2	Lockset (privacy)	Nickel Finish	Tru-Guard or better	1
Bathroom	Lockset (privacy)	Nickel Finish	Tru-Guard or better	1
Utility Room	Lockset (privacy)	Nickel Finish	Tru-Guard or better	1
Closet (Bedrooms # 1 & 2)	Passage	Nickel Finish	Tru-Guard or better	2
Central Air Handler	Passage	Nickel Finish	Tru-Guard or better	1
Linen Closet	Passage	Nickel Finish	Tru-Guard or better	1

d. Base Trim: **Wedge or Colonial**
Type: Trim Finger Joint Molding 2 1/8" width if painted.
If stained must be **STAIN GRADE OR BETTER.**

Make: White Pine or Better
Finish: Doors: Sealer, Stained & Varnish
 Painted

Doors trims: Sealer, Stained & Varnish
 Painted

Doors jambs: Sealer, Stained & Varnish
 Painted

Base: Sealer, Stained, Varnished
 Painted

Cabinets and Interior Detail Continued:

Finish on Cabinets: Stain, Sealer, and Varnish
 ___ Paint

*Note: All door fronts to be hard board with 1/4" plywood Ash or Birch panel insert, or all 3/4" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets.

No slab doors allowed. All hinges to be spring loaded self-closing and with nickel finish including handles or pulls.

Medicine Cabinets: Recessed wall unit solid wood 14" x 5" x 19" construction of same material ash or birch.

Wall Mirror: 24" x 30" x 1/4"

Other Cabinet(s): Bathroom Vanity
Size: 30" wide x 18" deep x 32" height
Material: 3/4" Ash/birch plywood
Backing: 1/4" Luan for backing
Finish on Cabinets: Stain, Sealer, and Varnish
 ___ Paint

Vanity Top: One (1) 31" x 19" Cultured Marble Top (White to match Toilet)

*Note: (Owner will select color of Formica)

**Note: Only Stain grade Ash or Birch 3/4" plywood

***Note: No particle board materials allowed

Cabinets and Interior Detail Finish:

Note: All, Sealer, Stain, Varnish will be Compatible or better to:

- a. Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain
- b. Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)
- c. Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)
- d. Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color)
- e. Follow manufacturer's surface preparation prior to applying finish.
- f. If an alternate product is being used, manufacturer's specifications must be turned into Housing Coordinator

* Note: Finish to be applied also to the inside of cabinets including shelves, backing, and back of doors.

Material Cost: \$_____

Labor Cost: \$_____

17. **Flooring:**

Ceramic Tile (non slip) USA made only, no imported type allowed

Location	Material	Allowances	Floor Type
Kitchen	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bath	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Bedrooms / Closets	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Living room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Dining room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Utility room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Central Air Handler room	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Hallway	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete
Linen Closet	13"x13" thin set, grout & sealer	\$2.25 per sq. ft.	Concrete

* Note: Seal grout with appropriate sealer before requesting final inspection.

Material Cost: \$ _____

Labor Cost: \$ _____

18. ***Bathroom # 1: Tub and Shower:*** (For standard bath only)

1. Bathroom (Tub and shower; wall ceramic tile (owner to select color), bull nose edge).
 - a. 5' steel and porcelain tub, refer to requirements.
 - b. 32" to 33" depth x 60" wide x 6'- 5" high ceramic wall at from top of tub.
 - c. 6" x 6" or 8" x 12" ceramic wall tile.
 - d. Moisture resistant sheetrock (ceiling and wall surround tub and shower).
 - e. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock. Built up stucco ¾" to 1" With black felt moisture barrier. No cement board allowed.

*Note: As per specifications.

*Note: As per city, state codes and ordinances.

Material Cost: \$ _____

Labor Cost: \$ _____

19. Plumbing:

*No Glacier Bay toilets allowed

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.28 gpf* or better and or ADA compliance.	White
Tub	1	Bathroom	Ceramic/Porcelain	As shown on specs	White
Bathroom Faucet	1	Bathroom	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s) & w/ pop- up valve
Kitchen Faucet	1	Kitchen	American Standard 1.5 gpm** or better	N/A	Nickel finish w/ lever handle(s)

*1.28 gpf (gallons per flush)

** 1.5 gpm (gallons per minute)

***Show and describe individual system in complete detail in separate drawings and specifications according to requirements. ***

- a. House drain (inside): 3" Drain Water Vent (DWV) Schedule (Sch.) 40
- b. House sewer (outside): 4" SDR 35
- c. Water piping: 3/4" with 1/2" Drops Copper Tubing as per city codes
- d. Other: Type L
- e. Water Main: 1" Minimum Schedule 40 Polyvinyl Chloride (PVC)
- f. Sill cocks, number: See Plan
- g. Ice maker box: Provide connection
- h. Washing machine: Provide connections and box
- i. Exterior hose bibs: Two (2) with vacuum breaker

Right of way permits, inspections and sewer tap connections; **Contact Public Works/Engineering**
Contact Number: 956-388-8210 or 956-388-8211

Plumbing Continued:

Special Note:

1. Lead-free solder must be used on all copper tubing.
2. All hot water lines must be insulated with 1/2" or 3/4" pipe insulation with all joints taped.
3. Fill tub trap with melted asphalt (2") minimum.
4. Provide new 4" sewer tap to city main, seal existing sewer tap.
5. Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.
6. Two hose bibs one in the front and one in the back.
7. A dielectric fitting is required between piping of dissimilar metals.
8. All service lines must be a minimum of 12" ground cover (gas, water and sewer).

*Note: As per city, state codes and ordinances

20. Domestic Electric Water Heater: Reliance brand or better
Set temperature to 125 degrees before final inspection

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand (metal)
6. Programmable electric, mechanical or digital timer

Note: If an alternative product is being used, receipt and manufacture's specifications must be turned into Housing Coordinator.

Stove connection: Owner has option to select Gas or Electric

- 220 Electrical connection for stove.
 Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug-in type with battery back up at each bedroom and in hallway.
Provide new connection and or line for natural gas or liquefied propane gas where applicable.

*Note: As per city, state codes and ordinances

Material Cost: \$ _____

Labor Cost: \$ _____

21. Central Air & Heating System: As per city, state codes and ordinances

Type of System: 220 Electrical current
Duct Material: Fiberglass
Thickness: 2" Perma duct R-8.7 or better (Flex Duct Not Allowed)
Make & Model: Ruud, Rheem or better (inside & outside units to match make and S.E.E.R.)

*Note: Goodman A/C system not acceptable or mix matching of brands.

- a. 14 S.E.E.R. 2 Ton or *As per Manual J*
- b. Digital Thermostat
- c. Certificate of ARI-Certified Performance

Central Air & Heating System Continued:

(Additional Information: Adequate to cooling and heating entire house as indicated on plans)

1. Do not cross A/C drain line in front of air handler.
2. Provide proper air flow at all ceiling registrars as per Manual J.
3. Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Rehab Specialist.
4. Provide return filter grille and weather strip A/C door.

***Note:** The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city, state codes and ordinances.

Material Cost: \$ _____

Labor Cost: \$ _____

22. **Electrical Wiring:**

As per city, state codes and ordinances. **Must meet (2011 National Electrical Code)**

- Make: Square D, Home Light, and Square D compatible, or better
Amps: Main disconnect as per codes
No. Circuits: As per codes
Arc Fault Breakers: As per codes (to be used throughout the home)
Wiring: All copper wiring
Special Outlets: 220 outlets for dryer, stove, water heater, heating & cooling
Special Features: Door bell, lighted (front door entry only)
- a. GFI outlets;
 1. Kitchen counters to be inter-connected
 2. One per bathroom
 3. Two exterior outlets (front & rear)
 4. One in utility for washer
 - b. Smoke detectors (in all bedrooms and hallways)
 1. All smoke detectors must be interconnected.
 - c. Switch and wire for ceiling fans (separate switches)
 1. Bedrooms
 2. Living room

Material Cost: \$ _____

Labor Cost: \$ _____

23. Lighting Fixtures:

Total number of fixtures and locations of fixtures: See Plans

TOTAL ALLOWANCE FOR FIXTURES \$400.00

Location	Make	Description	Quantity
Bedrooms # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Bedroom closets # 1 & 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	2
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture. Compact fluorescent (soft white) 2 bulbs, 14 watts	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) or better, Compact fluorescent (soft white) 3 bulbs, 14 watts	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671). Compact fluorescent (soft white) 2 bulbs, 14 watts. Vented as per city codes and ordinances	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures). Compact fluorescent (soft white) 1 bulb, 14 watts	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 1 bulb, 14 watts compact fluorescent (soft white), (vented to exterior roof) As per city codes and ordinances	1
Front and Rear Under Soffit Lights	Heath Zenith or better	Black, white, metal (no plastic fixtures). Solar powered motion security light 15 watt halogen bulb or better	2

Material Cost: \$ _____

24. Insulation: As per specifications

Location	Type	Description	Vapor Barrier
Ceiling	9 1/2"	Rolled Batts R-30 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation
Wall	3 1/2"	Rolled Batts R-13 Rating Fiberglass Insulation Full Coverage Batted	Paper Back Insulation

Material Cost: \$_____

Labor Cost: \$_____

25. Miscellaneous:

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. Parking Pad and Driveways: As per city, state codes and ordinances (refer to site plan)

All reinforcing steel must be minimum Grade 40 or better and free of rust.

All select fill must be compacted with moisture between layers.

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway:

Width: 12' wide from parking pad to curb (est. 18' in length)
 Base Material: Select Fill
 Thickness: 4"
 Surfacing Material: Concrete 3000 PSI with Fly Ash
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center
 Expansion Joint: As per code

Right-of Way Entrance: **Right of way inspections contact Public Works / Engineering**

Contact Number: 956-388-8210

Width: 12' wide from parking pad to curb (est. 10' in length)
 Base Material: Select Fill
 Thickness: 6" As per code
 Surfacing Material: Concrete 3000 PSI with Fly Ash
 Wire mesh: 6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center
 Wings: 2 Sets of triangles (refer to site plan for details)
 Expansion Joint: As per code
 Curb and Gutter: Must be redone when broken or missing where applicable
 Apron access: Handicap accessibility where applicable 12' W. x 10' L.
 Right of ways: Must be clean from any construction debris including curb and gutter

Parking Pad and Driveways Continued:

*NOTE: Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire marks, scrapes, and oil stains.

Material Cost: \$ _____

Labor Cost: \$ _____

27. Other Onsite Improvements:

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage. Any construction debris that might wash up after rain-fall will be the sole responsibility of the contractor to clean up and remove at their cost.

Contractor will be responsible for the reinstallation of any type of existing fence, re-hang existing gates and if any posts were temporarily removed to gain access to property.

Client will at their own cost replace any new gates to accommodate the new openings at the fence that were prepared by the contractor after widening of the entrance for the driveway.

Contractor is responsible for any and all damages caused to existing property or structures, by subcontractors or other project related or delivery trucks.

*****NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY HOUSING COORDINATOR PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSTITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE*****

28. Demolition:

Contract price: To include demolishing of existing house, carport, driveway, sidewalks, and trees (where applicable). Lot and right of ways shall be rake clean and free of any demolition and construction debris.

CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN THE CITY OF EDINBURG CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED (For example: Doors, windows, light fixtures, lumber or bathroom fixtures.) CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 381-5635 AS PER CITY OF EDINBURG, TEXAS CODE OF ORDINANCES, EDINBURG CODE OF ORDINANCES; TITLE V: PUBLIC WORKS "CHAPTER 51: SOLID WASTE MANAGEMENT COLLECTIONS", GENERAL PROVISIONS § 51.12 DISPOSAL OF ACCUMULATIONS OF WASTES FROM BUILDING OPERATIONS OR PROPERTY CLEAN-UP (A).

Material Cost: \$ _____

Labor Cost: \$ _____

CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: \$ _____

Total Labor Cost: \$ _____

Overhead & Profit: \$ _____

Grand Total Bid: \$ _____

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Total Material Cost: \$ _____

Total Labor Cost: \$ _____

Overhead & Profit: \$ _____

Grand Total Bid: \$ _____

SPECIFICATIONS & PLANS

I/ We, William Worsham & Sylvia Worsham, do with this verify that on this 23rd day of February 2016, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve the work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

William M. Worsham
HOMEOWNER(S):

2-23-16
Date

Sylvia Worsham
HOMEOWNER(S):

2-23-16
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Veronica Guerrero
Veronica Guerrero, Housing Coordinator

2-23-16
Date

APPROVED:

Marissa Garza
Marissa Garza
Director of Community Development/GM

2-23-16
Date

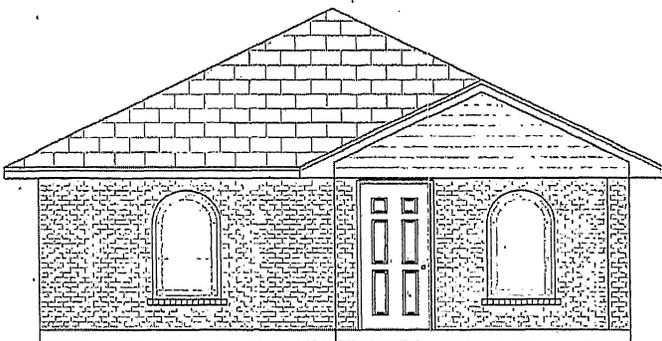
CONTRACTOR:

Date

PLAN No:2016-5
DATE:2-19-16

PROJECT FOR:
WILLIAM WORSHAM
3116 HACKBERRY
EDINBURG, TX 78539

DIFFERENT PERSPECTIVE
DESIGNS
BY: H.O



FRONT ELEVATION

General Notes

1. Building to comply w/2012 IRC, 2012 IECC, and other city ordinances.
2. All construction must be done per design and specifications.
3. Construction shall meet 115 mph wind speeds and comply with attached Engineer design.

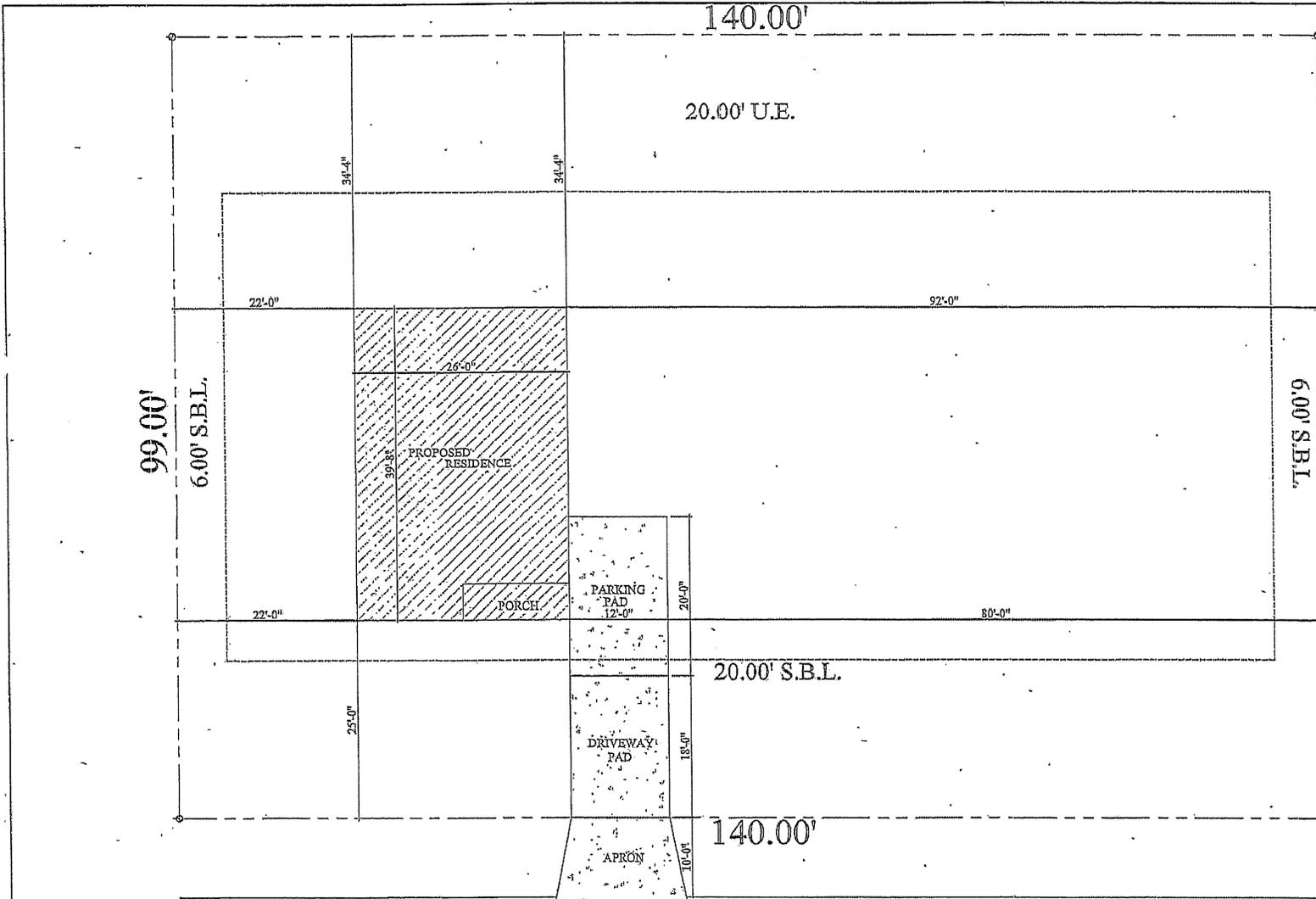
Index

- Sheet 1. — General Information
- Sheet 2. — Site Plan
- Sheet 3. — Foundation Plan
- Sheet 4. — Floor Plan
- Sheet 5. — Elevations
- Sheet 6. — Roof Plan
- Sheet 7. — Electrical Plan
- Sheet 8. — Typical Details

AREAS:

LIVING AREA	972	SQ. FT.
PARKING PAD	240	SQ. FT.
DRIVEWAY	216	SQ. FT.
APRON	147	SQ. FT.
COVERED PORCH	60	SQ. FT.
SLAB	12	SQ. FT.
TOTAL AREA	1,659	SQ. FT.

PAGE NO.
1/8



SITEPLAN
 3116 HACKBERRY
 EDINBURG TX 78539

SITEPLAN
 SCALE: N.T.S.



THIS DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.

DIFFERENT PERSPECTIVE DESIGNS

THE PLAN IS PROPERTY OF DIFFERENT PERSPECTIVE DESIGNS. ANY OVERLAP, CLASHES OR CONFLICTS BETWEEN PLANS, SUBPLANS AND EXISTING CONDITIONS ARE LIMITED TO A ONE-DAY CONSTRUCTION OF THE PROJECT. OTHER CONSTRUCTION IS STRICTLY PROHIBITED UNLESS THE WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS.

DIFFERENT PERSPECTIVE DESIGNS

ARRANGE FOR QUALITY FOR ANY STRUCTURE CONSTRUCTION FROM THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OF THE PLANS TO PROVIDE THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES:

1. BUILDING OR CONTRACTOR MUST VERIFY ALL DIMENSIONS FROM EXISTING WITH CONSTRUCTION.
1. BUILDING OR CONTRACTOR MUST VERIFY ALL DIMENSIONS FROM EXISTING WITH CONSTRUCTION.
2. BUILDING OR CONTRACTOR MUST VERIFY COMPLIANCE WITH ALL LOCAL ORDINANCES OF THE CITY AND COUNTY OF EDINBURG, TEXAS.
3. PLANS INDICATE LOCATION OF ALL EXISTING UTILITIES. CONTRACTOR SHOULD VERIFY WITH ACTUAL SITE CONDITIONS.

IF ANY CONDITIONS OR UTILITIES ARE NOT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES TO BE AVOIDED OR PROTECTED. UTILITIES NOT SHOWN BELOW MUST BE SHOWN BY THE CONTRACTOR.

[Signature]

DIFFERENT PERSPECTIVE DESIGNS
 CELL: (956) 624-2333

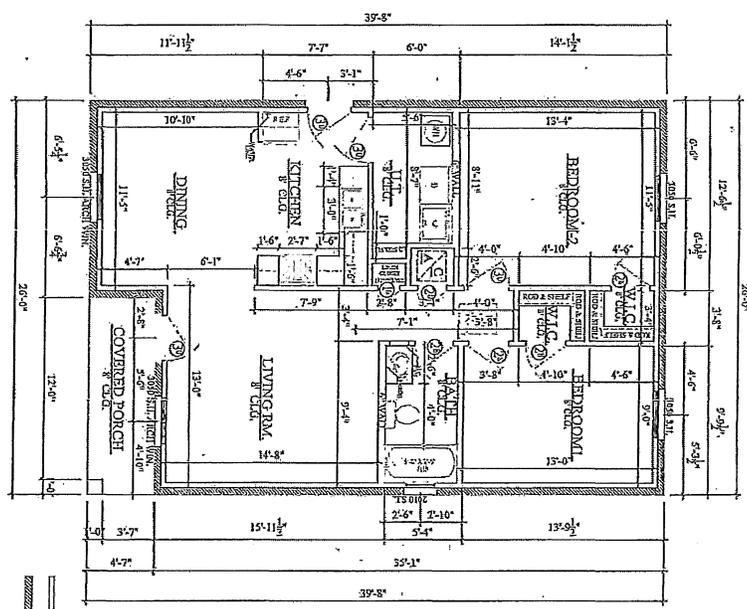
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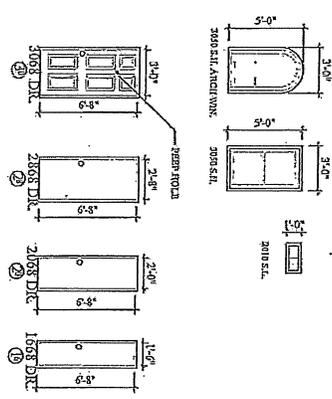
PROJECT FOR:

LIVING AREA	972	SQ. FT.
PARKING PAD	240	SQ. FT.
DRIVEWAY	216	SQ. FT.
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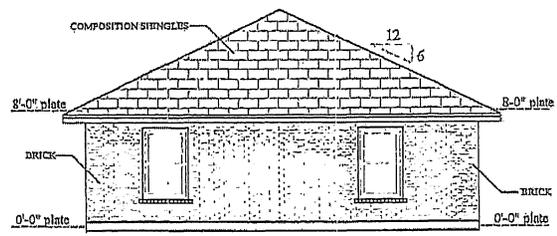
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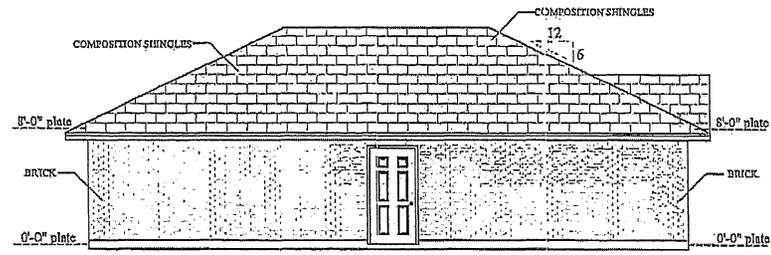
FLOOR PLAN
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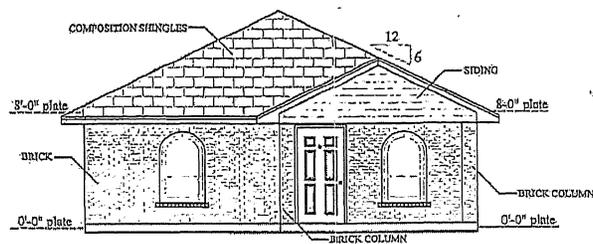
DRAWING NO. 4/8 PROJECT FOR	DIFFERENT PERSPECTIVE DESIGNS CELL: (956)624-2333 DRAWN BY: H.O.	IF MY SIGNATURE DOES NOT APPEAR IN RED IN THE USE OF REPRODUCTION OF THIS PLAN OR ANY PART OF IT, THE REPRODUCTION IS NOT AUTHORIZED BY ME. THE SIGNATURE SHOWN BELOW IS MY SIGNATURE. 	THIS DRAWING MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
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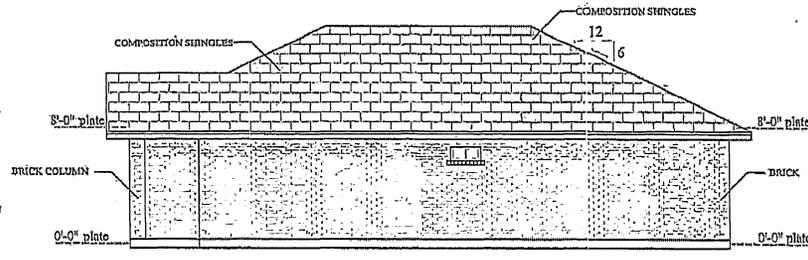
REAR ELEVATION
SCALE 1/8" = 1'-0"



LEFT ELEVATION
SCALE 1/8" = 1'-0"



FRONT ELEVATION
SCALE 1/8" = 1'-0"



RIGHT ELEVATION
SCALE 1/8" = 1'-0"

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THIS PLAN IS PROPERTY OF DIFFERENT PERSPECTIVE DESIGNS AND OWNERSHIP OF THIS PLAN IS LIMITED TO A ONE-TIME CONSTRUCTION OF THE PROJECT. OTHER CONSTRUCTION IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS

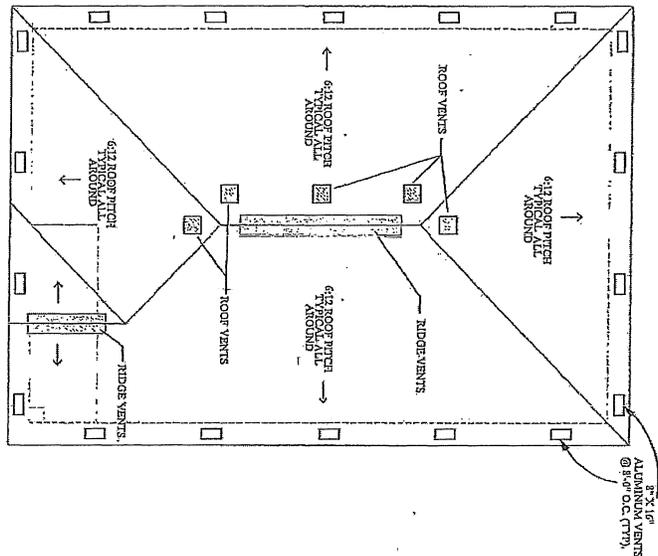
DIFFERENT PERSPECTIVE DESIGNS ASSUMES NO LIABILITY FOR ANY MISTAKEN OR OMISSIONS IN THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THE PLAN TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCEMENT:

BEFORE ANY CONSTRUCTION OF THIS PLAN, THE PURCHASER MUST OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT TO BEHOLD COMPLETE AND VALID CONTRACTS.

SHOWN BELOW: *[Signature]*

DIFFERENT PERSPECTIVE DESIGNS
CELL: (956) 624-2333
DRAWN BY: H.O.

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PROJECT FOR:

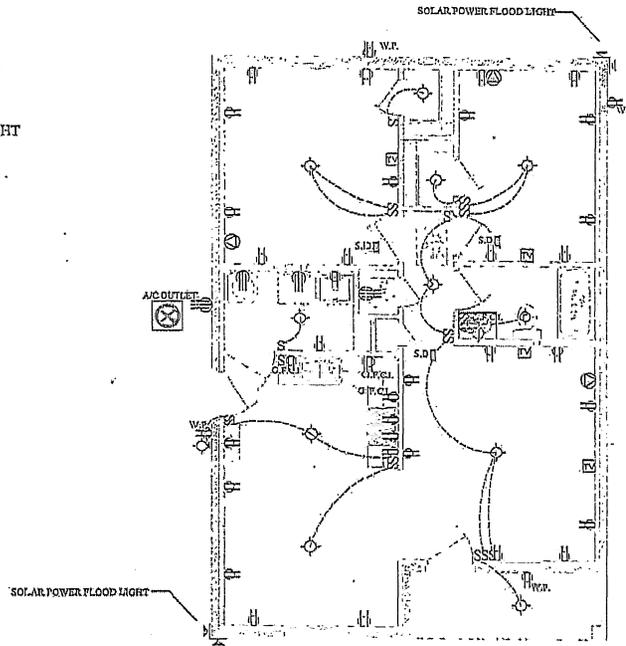


ROOF PLAN
SCALE 1/8" = 1'-0"

<p>THE DRAWING AND VENTILATION INFORMATION IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION FROM THE ARCHITECT.</p>	<p>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION FROM THE ARCHITECT.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>	<p>THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DOES NOT EXTEND TO ANY OTHER MATTER.</p>
<p>DIFFERENT PERSPECTIVE DESIGNS CELL: (956)624-2333</p>										<p>SIGNATURE <i>James O'Connell</i></p>																		
<p>PAGE NO. 6/8</p>										<p>DRAWN BY: H.O.</p>																		
<p>PROJECT FOR:</p>										<p>PROJECT FOR:</p>																		

LEGEND

- D - DIMMER
- S - SWITCH
- 110V - 110V
- 110V WATER PLUG - 110V WATER PLUG
- 220V - 220V
- T.V. JACK - T.V. JACK
- TELEPHONE JACK - TELEPHONE JACK
- FIXTURE MOUNT - FIXTURE MOUNT
- FIXTURE WALL MOUNT - FIXTURE WALL MOUNT
- RECESS LGTH - RECESS LGTH
- CHANDELIER - CHANDELIER
- CHIMES - CHIMES
- BUTTON - BUTTON
- WEATHER PROOF LIGHT - WEATHER PROOF LIGHT
- S.M.D. - SMOKE DETECTOR
- 1'x4' FLORESCENT LIGHT - 1'x4' FLORESCENT LIGHT
- 2'x4' FLORESCENT LIGHT - 2'x4' FLORESCENT LIGHT
- FAN & LIGHT - FAN & LIGHT
- CIRCUIT BRACKET PANEL - CIRCUIT BRACKET PANEL
- VENT/LIGHT - VENT/LIGHT
- SOLAR POWER FLOOD LIGHT - SOLAR POWER FLOOD LIGHT
- TRACK LIGHT - TRACK LIGHT
- EYELIGHT - EYELIGHT



ELECTRICAL PLAN
SCALE 1/8" = 1'-0"

THE DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION BY DIFFERENT PERSPECTIVE DESIGNS.

THE PLAN IS PROPERTY OF DIFFERENT PERSPECTIVE DESIGNS AND OTHERS. THESE PLANS ARE LIMITED TO A SPECIFIC CONSTRUCTION OF THE PROJECT. NO OTHER CONSTRUCTION IS PERMITTED WITHOUT THE WRITTEN PERMISSION FROM DIFFERENT PERSPECTIVE DESIGNS.

DIFFERENT PERSPECTIVE DESIGNS ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO VERIFY THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES.

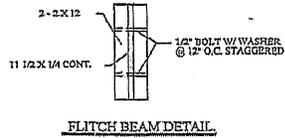
IF ANY STRUCTURE IS TO BE CONSTRUCTED IN AN AREA NOT SHOWN ON THIS PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

SHOWA BELOW: *[Signature]*

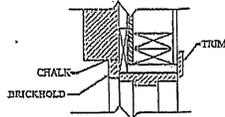
DIFFERENT PERSPECTIVE DESIGNS

DRAWN BY: H.O.

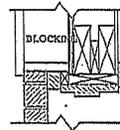
PAGE NO. 7/8
PROJECT FOR:



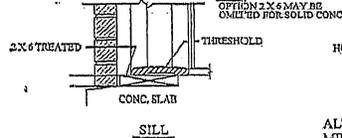
FLITCH BEAM DETAIL



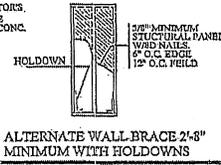
JAMB



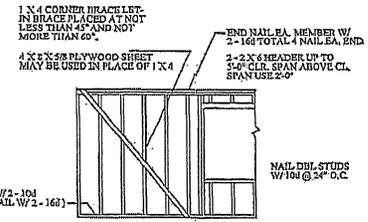
BLOCK



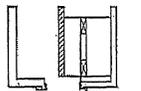
SILL



ALTERNATE WALL BRACE 2-8\"/>



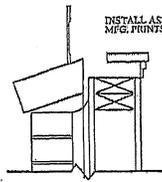
TYP. CORNER BRACING & WINDOW FRAMING



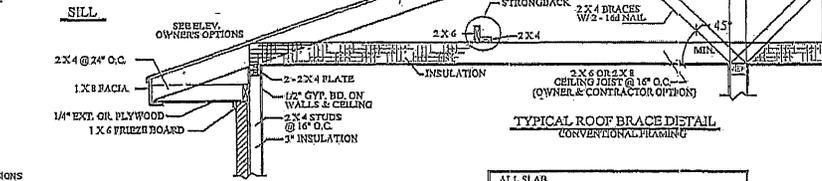
HEAD



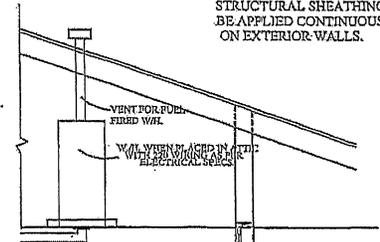
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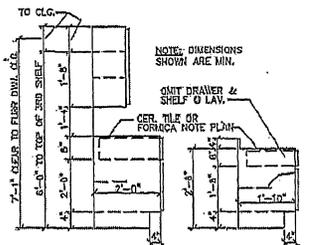
EXTERIOR DOOR DETAIL



TYPICAL ROOF BRACE DETAIL



GARAGE WALL DETAIL

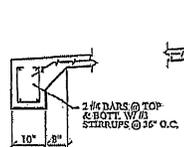


SECTION THRU BATH & KITCHEN CABINETS

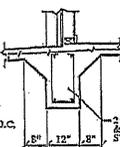
ALL SLAB
 4\"/>

NOTE: HILTY MAY BE USED IN LIEU OF ANCHOR BOLTS
 1. LAP BAR STEEL 3/8\"/>

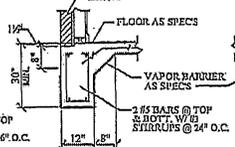
NOTE:
 1. 2x4 TRUSSES MAY BE USED IN LIEU OF CONVENTIONAL BRACING 24\"/>



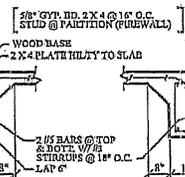
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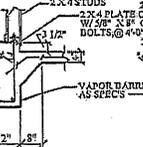
TYPICAL WALL



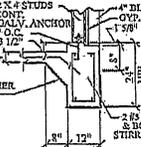
INTERIOR BEAM



HOUSE GARAGE MARGIN BEAM



GARAGE MARGIN BEAM - BRICK



GARAGE MARGIN BEAM - FRAME

TYPICAL DETAILS

Scale: N.T.S.

THIS DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION BY DIFFERENT PERSPECTIVE DESIGNS

THIS PLAN IS SUBJECT TO ANY CHANGES MADE BY THE ARCHITECT AND OWNER'S STATED ON THESE PLANS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT, OTHER THAN THE ARCHITECT'S CONTRACT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT, OTHER THAN THE ARCHITECT'S CONTRACT.

DIFFERENT PERSPECTIVE DESIGNS ARCHITECTS & ENGINEERS, INC. 1000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202

DIFFERENT PERSPECTIVE DESIGNS ARCHITECTS & ENGINEERS, INC. 1000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202

APPROVED FOR CONSTRUCTION

Signature

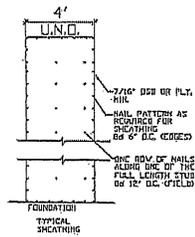
DIFFERENT PERSPECTIVE DESIGNS

PAGE NO. 8/8

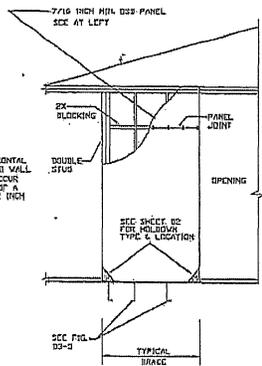
PROJECT FOR:

DRAWN BY: H.O.

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5	2x12x8	5	LF	3.50	17.50
6	2x14x8	2	LF	4.00	8.00
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190	2x382x8	1	LF	96.00	96.00
191	2x384x8	1	LF	96.50	96.50
192	2x386x8	1	LF	97.00	9



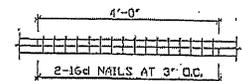
NOTES
 1. PARALLEL HORIZONTAL JOINTS IN BRICK WALL PANELS SHALL OCCUR OVER BISHOPING OF A MINIMUM OF 1-1/2 INCH THICKNESS.



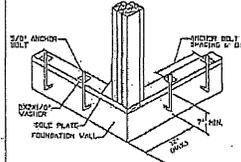
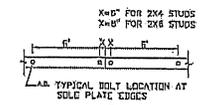
EXTERIOR WALL BRACING
 FIGURE D3-1
 RTS

EQUIVALENT NAILING TABLE			
COMMON WIRE NAIL PENETRATION	MINIMUM STAPLE PENETRATION	MINIMUM STAPLE PENETRATION	MINIMUM STAPLE PENETRATION
6d	1 1/4"	14 GA	1"
8d	1 3/4"	13 GA	1"
10d	1 1/2"	12 GA	1"

STANDARD NAILING	REPLACEMENT
6d NAILS	16 GA STAPLES
4" O.C. EDGE	1 1/2" LONG 1" MIN. PEN.
8" O.C. FIELD	4" O.C. EDGE
16d NAILS	18 GA STAPLES
4" O.C. EDGE	2" LONG 1 1/2" MIN. PEN.
8" O.C. FIELD	3" O.C. FIELD

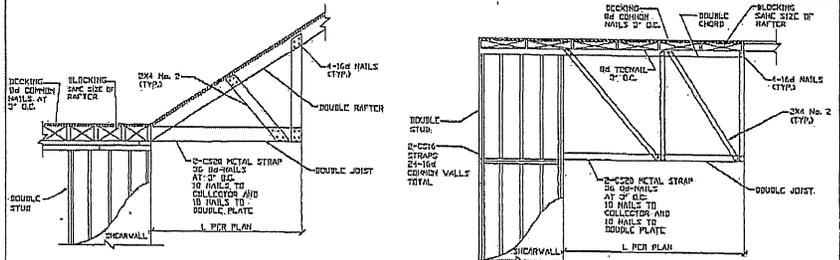


TOP PLATE SPLICE
 FIGURE D3-2
 RTS



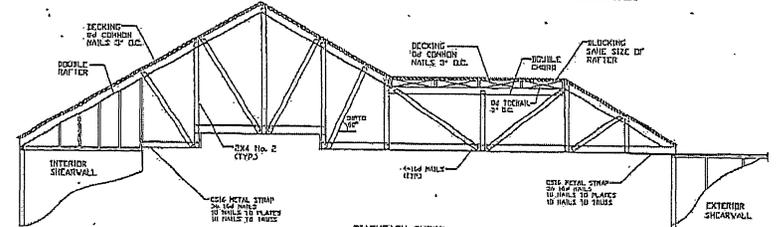
EQUIVALENT ANCHOR BOLT TABLE			
No.	DIAM.	DESCRIPTION	REMARKS
1	3/8"	L-BOLT	
2	5/8"	WEDGE ANCHOR	***WARNING*** DO NOT USE IF CONCRETE EDGE DISTANCE < 6 1/4"
3	5/8"	THREADED ROD	ANCHOR BOLTS MUST BE PROTECTED WITH AN ANCHOR BOLT CAP OR ANCHOR BOLT NUTS WITH 1/2\"/>

FIGURE D3-3
 RTS



PARALLEL TO RAFTER
 SPLICE
 DIAPHRAGM CHORD

PERPENDICULAR TO RAFTER
 SPLICE
 DIAPHRAGM CHORD



DIAPHRAGM CHORD
 FIGURE D3-6
 RTS

(NOT USED)
 FIGURE D3-4
 RTS

DATE	BY

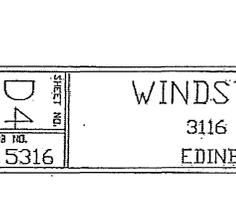
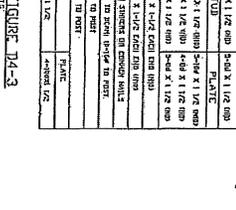
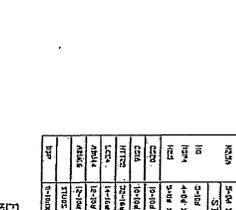
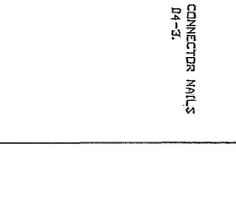
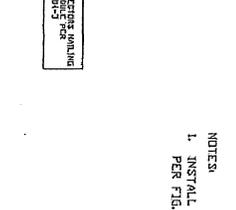
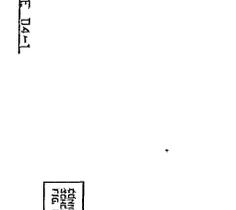
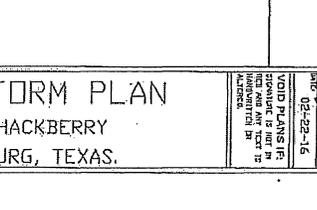
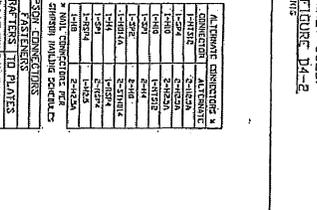
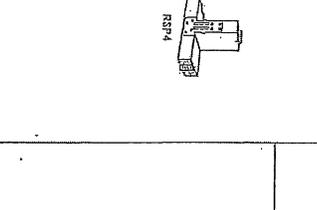
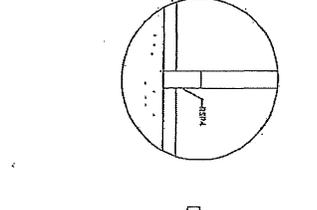
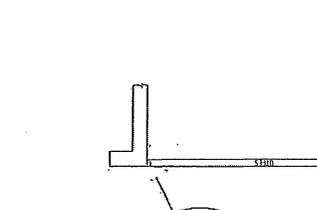
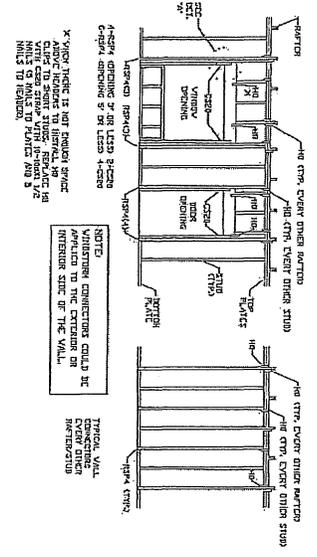
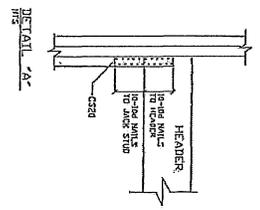


DATE: 02-22-16

VOID PLANS IF: SIGNATURE IS NOT IN RED AND ANY TEXT IS HANDWRITTEN OR ALTERED.

WINDSTORM PLAN
 3116 HACKBERRY
 EDINBURG, TEXAS.

SHEET NO. D3
 JOB NO. 5316
 3 OF 6



**CITY OF EDINBURG
 BID FORM FOR
 RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY**

BID NO. 2016-73

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE 3116 HACKBERRY** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> OTHER _____
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____ (If applicable) (If applicable)	

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	3116 HACKBERRY LEGAL DESCRIPTION: South 140' of the North 1,265' of the East 99' of the West 15 acres of the East 25 acres of Lot 11 ¹ , of the Kelly Pharr Subdivision, Edinburg, Hidalgo County, Texas. NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.	\$ <u>56,849⁰⁰</u>

The City reserves the right to increase or decrease the quantities depending on availability of funds.

BID FORM FOR RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 21 day of March, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Emigdio Villanueva

TITLE:

Builder

COMPANY:

Quality Investments

ADDRESS:

P O Box 943

Mission, TX 78573

TELEPHONE NO.:

(956) 624-7711

FAX NO.:

N/A

EMAIL:

qualityev@yahoo.com

BID BOND

Bond No. CNB-21566-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Quality Investments, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for City of Edinburg New Construction, at 3116 Hackberry Edinburg TX

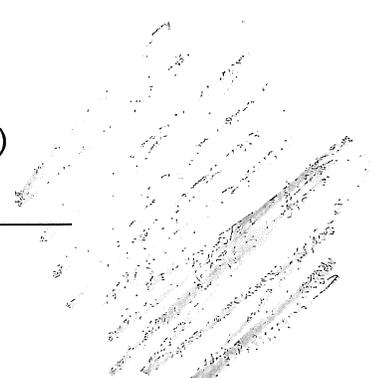
NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 21st day of March, 2016

Principal:
Quality Investments
By: [Signature] (Seal)
(title) Builder

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: [Signature]
Ron Dunagan, Attorney-in-Fact



IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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P.O. Box 2683
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O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

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Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-21566-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Ron Dunagan of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

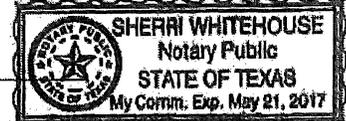
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 21st day of March, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

**CITY OF EDINBURG
 BID FORM FOR
 RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY**

BID NO. 2016-73

BID OPENING DATE: March 21, 2016 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **RECONSTRUCTION OF ONE (1) RESIDENCE 3116 HACKBERRY** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	
Specify	
CONTRACT NUMBER: _____	COMMODITY NUMBER: _____
(If applicable)	(If applicable)

ITEM	QUANTITY	DESCRIPTION	EXTENDED PRICE
1	1	3116 HACKBERRY LEGAL DESCRIPTION: South 140' of the North 1,265' of the East 99' of the West 15 acres of the East 25 acres of Lot 11, of the Kelly Pharr Subdivision, Edinburg, Hidalgo County, Texas. NOTE 1: ALL BIDDERS MUST BE ON THE HOUSING ASSISTANCE PROGRAM APPROVED CONTRACTORS LIST.	<u>\$ 58,300</u>

The City reserves the right to increase or decrease the quantities depending on availability of funds.

BID FORM FOR RECONSTRUCTION OF ONE RESIDENCE – 3116 HACKBERRY (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No /

Has the Company ever conducted business with the City of Edinburg? Yes / No _____

Respectfully submitted this 21 day of March, 2016

SIGNATURE: _____ 

TYPE/PRINT NAME: Raymondo Carrizola

TITLE: owner

COMPANY: Aone insulation

ADDRESS: 1006 Ferguson
pharr, TX.

TELEPHONE NO.: (956) 702-7511

FAX NO.: (956) 702-7558

EMAIL: Aoneinsulation@aol.com

BID BOND

Bond No. CNB-21521-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, A One Insulation, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for 3116 Hackberry Edinburg, TX, New Construction of Home at

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 14th day of March, 2016.

Principal:
A One Insulation (Seal)

By: [Signature]
(title)

Surety:
INSURORS INDEMNITY COMPANY (Seal)

By: [Signature]
Andy Alvarez, Attorney-in-Fact

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E-mail: ConsumerProtection@tdi.texas.gov

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POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-21521-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

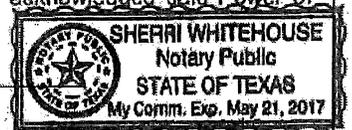
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 14th day of March, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.



Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577

tel:(956) 787-8536
fax:(956) 787-7232

March 21, 2016

RECEIVED
MAR 21 2016

City of Edinburg
415 W. University
Edinburg, TX 78541

BY: *Ugurim*

Re: Quality Investments
Construction of Home at 3116 Hackberry

To Whom It May Concern:

We are the bonding agent for Quality Investments. In the event you should award a contract for construction on the above referenced project, we will issue performance and payment bonds upon receipt, review and acceptance of contract documents. Issuance of the bonds is subject to the normal underwriting requirements at the time of the bond request.

Sincerely,

Andy Alvarez
Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern American Insurance Agency 13823 Schmidt Road Cypress TX 77429	CONTACT NAME: Sue Coyle PHONE (A/C No. Ext): (281) 890-9294 E-MAIL ADDRESS: sueco@southernamericanins.com	FAX (A/C No.): (281) 890-2229
	INSURER(S) AFFORDING COVERAGE	
INSURED Quality Investments, DBA: Emigdio Villanueva dba P. O. Box 943 Mission TX 78573	INSURER A: Texas Mutual Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 WC Only **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SRP000112441	1/1/2015	1/1/2017	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
PER STATUTE	OTHER													
E.L. EACH ACCIDENT	\$ 500,000													
E.L. DISEASE - EA EMPLOYEE	\$ 500,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Emilio Villanueva, owner, is excluded from coverage.

CERTIFICATE HOLDER (956) 292-2140 City of Edinburg 415 West University Dr. Edinburg, TX 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S American Ins. Agcy. <i>E. A. McClure</i>
--	--



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
02/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm SERGIO PENA 1215 E EXPRESSWAY 83 STE A MISSION, TX 78572	CONTACT NAME: SERGIO PENA PHONE (A/C, No, Ext): 956-581-7362 FAX (A/C, No): 956-581-0117 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
	INSURED EMIGDIO VILLANUEVA 3618 N BRYAN RD MISSION, TX 78573

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE/MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2007	TOYOTA	TUNDRA	FLTBDTRK	5TBRV541X7S448811
DESCRIPTION				SERIAL NUMBER

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<input checked="" type="checkbox"/> VEHICLE LIABILITY	252 9360-E03-53	11/03/2015	05/03/2016	COMBINED SINGLE LIMIT	\$ 100000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
		GENERAL LIABILITY				EACH OCCURENCE	\$
		<input type="checkbox"/> OCCURENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	252 9360-E03-53	11/03/2015	05/03/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 1000 DED
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	252 9360-E03-53	11/03/2015	05/03/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ 500 DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL					\$ DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST
NAME AND ADDRESS OF ADDITIONAL INTEREST CITY OF EDINBURG 4615 W UNIVERSITY EDINBURG, TX 78641	ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE LENDER'S LOSS PAYEE <input type="checkbox"/> LOAN / LEASE NUMBER
	AUTHORIZED REPRESENTATIVE

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USER NAME PASSWORD

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[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
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- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

Quality Investments Inc 3333 W DIVISION ST #204
 DUNS: 796091155 CAGE Code: 6WQG4 SAINT CLOUD, MN, 56301-4322 ,
 Status: Active UNITED STATES

Expiration Date: 04/12/2016

Purpose of Registration: Federal Assistance Awards Only

Entity Overview

Entity Information

Name: Quality Investments Inc
Doing Business As: Mid Town Square Mall And Office Complex
Business Type: Business or Organization
POC Name: Diane Cash
Registration Status: Active
Activation Date: 04/13/2015
Expiration Date: 04/12/2016

Exclusions

Active Exclusion Records? No



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS

NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
AR Valley-Wide Construction 27833 Solis Rd. La Feria, TX. 78559	Alejandro Rubio	Office: (956) 412-6782 Home: (965) 797-0403 Mobile: (956) 357-0704 Fax: (956) 533-2628 E-Mail: arvalleywide@aol.com
Benchmark Construction P.O. Box 720083 McAllen, TX. 78504	George Boghs	Office: (956) 821-0455 Home: (965) 631-1459 Mobile: (956) 821-0455 Fax: (956) 631-1337 E-Mail: gboghs@yahoo.com
Casa Blanca Construction P.O. Box 663 Alamo, TX. 78516	Efren Diaz Sr.	Office: (956) 787-8107 Home: (965) 783-6701 Mobile: (956) 223-5763 Fax: (956) 787-7137
Development Consultants & Construction 4622 S. Business Hwy. 281 Edinburg, Texas 78539	Robert Pena Jr.	Office: (956) 318-1000 Mobile: (956) 207-3644 Fax: (956) 318-1071
Disso Construction 712 Swallow Ave. Apt. C McAllen, Texas 78504	Jorge Salvo	Office: (956) 451-0983 Home: (965) N/A Mobile: (956) 451-0983 Fax: (956) 682-0462 E-Mail: dissoconstruction@gmail.com
G.A.S. Enterprises Inc. P.O. Box. 309 Elsa, Texas 78543	Rene Salinas	Office: (956) 262-7106 Home: (965) 262-5095 Mobile: (956) 239-3592 Fax: (956) 262-7107 E-Mail: gas107@aol.com
Horizon Properties 930 West Ebony Drive Edinburg, Texas 78539	Rudy Ramirez	Office: (956) 383-7839 Mobile: (956) 793-7839
Jericho Construction & Remodeling 3225 Water Oak Drive Lot #1 Edinburg, Texas 78539	Joel Flores	Office: (956) 464-8108 Mobile: (956) 227-0843 E-Mail: jcrinc2007@yahoo.com
JLQ Construction 1303 Sapphire Street Penitas, Texas 78576	Jose Luis Quintanilla Leonardo Quintanilla	Mobile: (956) 310-4539 Mobile: (956) 639-4938 E-Mail: ldconstruction.inc@gmail.com
Galleria Home Builder 9950 E. Hwy. Edinburg, Texas 78542	Rebecca Hernandez	Office: (956) N/A Mobile: (956) 533-9560 E-Mail: galleriahb@yahoo.com
O.J. Morales Construction 3314 N. Stewart Mission, Texas 78572	Jesse Morales	Office: (956) 584-7984 Mobile: (956) 624-6355 Fax: (956) 584-7984

HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS

NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
PCR Construction / Development Inc. 7001 Queens Drive Edinburg, Texas 78542	Ruben Cazares	Office: (956) 383-9114 Mobile: (956) 330-0785 Fax: (956) 383-9114
Quality Investments P.O. Box 943 Mission, Texas 78573	Emigdio Villanueva Jr.	Office: (956) 584-7711 Mobile: (956) 624-7711 Fax: (956) 584-7711
Reliance Builders 334 E. 15 th St. San Juan, TX. 78589	Ruben Perez	Office: (956) 239-1021 Home: (956) 781-4438 E-Mail: reliancebuilders23@yahoo.com
Rolando's General Construction 2513 Duke Avenue McAllen, Texas 78501	Rolando Espinoza	Office: (956) 631-6496 Mobile: (956) 221-4646
Grande Valley Builders 3602 N. McColl McAllen, Texas 78501	Manuel Perez	Office: (956) 778-7750 Mobile: (956) 778-7750 Home: (956) 584-0499 Fax: (956) 687-1902 E-Mail: mpgvb@aol.com
Enriquez Olivarez Const. Inc. 1013 N. 23rd McAllen, Texas 78501	Aniel I. Olivarez	Office: (956) 686-4172 Mobile: (956) 534-5838 Home: (956) 631-6618 Fax: (956) 618-5435 E-Mail: Belindamuniz@aol.com
DVS Construction 1111 E. San Pedro Drive Pharr, Texas 78577	Salvador G. Ochoa	Office: (956) 000-0000 Mobile: (956) 483-9825 Home: (956) 783-1655 Fax: (956) 783-1655 E-Mail: salvao8a@rgvrr.com
Marcelo Gutierrez Construction / Remodeling, Inc. 402 W. Mahl Edinburg, Texas 78539	Marcelo Gutierrez	Office: (956) 279-6437 Mobile: (956) 279-6437 Home: (956) 802-8688 Fax: (956) 316-2557
Community Resource Group Inc. CRG Homes. 5991 E. Highway 83 Rio Grande City, Texas 78582	Joe Bob Lake	Office: (956) 487-0775 Mobile: (956) N/A Home: (956) N/A Fax: (956) 488-2626 E-Mail: mbeltran@crg.org E-Mail: dreyrna@crg.org

HOUSING ASSISTANCE / CDBG APPROVED LIST OF CONTRACTORS		
NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
Gamboa Construction P.O. Box 6587 McAllen, Texas 78502	Cayetano Gamboa	Office: (956) 624-9276 Mobile: (956) 624-9276 Fax: (956) N/A E-Mail: gamboaprime@yahoo.com
G. M. G. Construction 304 Toledo Ave. Mission, Texas 78572	Gustavo De Leon co-owner/ Julio Garza	Office: (956) 240-0078 Mobile: (956) 432-8075 Julio G. Home: (956) 956-584-0104 Fax: (956) N/A E-Mail: jgarza_31@yahoo.com
G & G Contractors 5125 S. 281 Suite 3 Edinburg, Texas 78539	Rene Garza	Office: (956) 283-7030 Mobile: (956) 929-1567 Home: (956) 956-N/A Fax: (956) 283-7040 E-Mail: rgarzajr26@yahoo.com
F&F Services Construction 1011 Country Club Drive Mission, Texas 78572	Francisco J. Miranda	Office: (956) 212-3030 Mobile: (956) 793-7451 Home: (956) 580-2616 Fax: (956) 580-2616 E-Mail: mmiranda1116@yahoo.com
Dos Logistics Inc. 1002 E. Expressway 83 Weslaco, Texas 78596	Eric Ybarra	Office: (956) 968-8800 Mobile: (956) 373-5398 Mr. Vela Fax: (956) 447-8194 E-Mail: candelaorganization@yahoo.com
A-One Insulation 1006 E. Ferguson Pharr, Texas 78577	Raymundo Carrizales	Office: (956) 702-7511 Mobile: (956) 684-1288 Fax: (956) 702-7558 E-Mail: aoneinsulation@aol.com
Edel Construction & Consulting 2112 W. University Drive #109 Edinburg, Texas 78539	Eduardo Elizondo	Office: (956) 551-0102 Mobile: (956) 867-0667 Fax: (956) 287-4211 E-Mail: edelconstruction@yahoo.com
Martinez Custom Homes 2315 Kings Drive Edinburg, Texas 78539	Homer Martinez	Office: (956) 279-9622 Mobile: (956) 279-9622 Fax: N/A
Real Construction 1001 S. 10 th , Suite # 220 McAllen, Texas 78501	Pedro Eufrazio	Office: (956) 624-7299 Mobile: (956) 533-2746 E-Mail: real.construction.rgv@gmail.com
Chapa Construction 131 W. Jonquil Ave. McAllen, Texas 78501	Gustavo Chapa	Office: (956) 781-3419 Mobile: (956) 821-2039 Fax: (956) 782-5788

Revised 3/7/16 by V.G.

*Please note new contractors and corrections added in red.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Awarding Bid No. 2016-74, Restoration of Marquee, to Rio Tex Neon Signs of Pharr, Texas in the Amount of \$20,048.91 and Authorize the City Manager to Enter into a Contract Relating Thereto. [Ramiro L. Gomez, Director Solid Waste Management]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, March 21, 2016 bids were opened for Bid No. 2016-74, Restoration of Marquee. Only one bid was received and opened. The single bid meeting specifications for the restoration of Marquee at the Edinburg Recycling and Education Center was submitted by Rio Tex Neon Signs of Pharr, Texas.

Funding is available within the 2015-2016 Fiscal Year Solid Waste Management Fund Operating Budget.

RECOMMENDATION:

Approve Awarding Bid No. 2016-74, Restoration of Marquee, to Rio Tex Neon Signs of Pharr, Texas in the Amount of \$20,048.91 and Authorize the City Manager to Enter into a Contract Relating Thereto.

REVIEWED BY:

PREPARED BY:

/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/Ramiro L. Gomez, Jr.
Ramiro Gomez
Director of Solid Waste
Management

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

BID RECOMMENDATION FORM

Title: Restoration of Marquee
 Bid No.: 2016-74
 Date Opened: 3/21/2016

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	Rio Tex Neon Signs Pharr, Texas 78577		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE				
1	1	Embossed Face/Refurbishment to include a 2 year warranty	\$0.00					
		Freight	\$4,300.00	\$4,300.00				
			\$275.00	\$275.00				
2	1	Electrical to include 2 Year Warranty	\$1,675.00	\$1,675.00				
3	1	Full Color Daktronics Message Center with a 5 Year Parts Warranty and 2 Year Labor Warranty	\$13,358.78	\$13,358.78				
			\$440.13	\$440.13				
SUBTOTAL.....			\$20,048.91	\$20,048.91				
NET TOTAL.....								
TERMS.....								
DELIVERY.....								

RECOMMENDATION:

Award: Bid 2016-74 to Rio Tex Neon Signs of Pharr, Texas the sole bidder meeting specifications.

Department: Solid Waste Management
 Budgeted Amount Available: \$33,500.
 Additional Funds Required: \$0.00
 Prepared By: Laura Olivarez, Adminisitrative Aide

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



**DEPARTMENT OF
SOLID WASTE
MANAGEMENT**



BID REQUEST



RESTORATION OF A MARQUEE

Bid # 2016-74

BID DUE DATE: Monday, March 21, 2016

DUE TIME: 3:00 P.M., C.S.T.

8601 N. Jasman Rd • P.O. Box 1079 • Edinburg, Texas 78540

Phone (956) 381-5635 • Fax (956) 292-2064

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, March 21, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-74 RESTORATION OF A MARQUEE

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact **Solid Waste Management** at (956) 381-5635.

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

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

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

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

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

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the RESTORATION OF A MARQUEE for the City of Edinburg.

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

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) copy marked "COPY". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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

If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541

If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

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

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-418-1895) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the **RESTORATION OF A MARQUEE** as specified.

ASSIGNMENT

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

INSTRUCTIONS TO BIDDERS (Continued):

BIDDER'S EMPLOYEES

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

INSTRUCTIONS TO BIDDERS (Continued):

(1%) per month from the date of such notice until paid.

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

AWARD

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

SPECIAL CIRCUMSTANCES

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

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

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

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

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

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

BID BOND INFORMATION

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

INSTRUCTIONS TO BIDDERS (Continued):

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

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

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

**CITY OF EDINBURG
BID FORM FOR
RESTORATION OF A MARQUEE**

BID NO. 2016-74

BID OPENING DATE: Monday, March 21, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for RESTORATION OF A MARQUEE according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

<u>CHECK ONE</u>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
		Specify	
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
RESTORATION OF A MARQUEE**

BID NO. 2016-74

BID OPENING DATE: Monday, March 21, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to contract for the below mentioned RESTORATION OF A MARQUEE.

GENERAL REQUIREMENTS AND AGREEMENT FOR THE RESTORATION OF A MARQUEE:

You are invited to submit a sealed bid for the PURCHASE OF A MARQUEE as requested by the City of Edinburg Department of Solid Waste Management. NO ALTERNATE BIDS OR PARTIAL TIME FRAME BIDS will be accepted unless requested by the City.

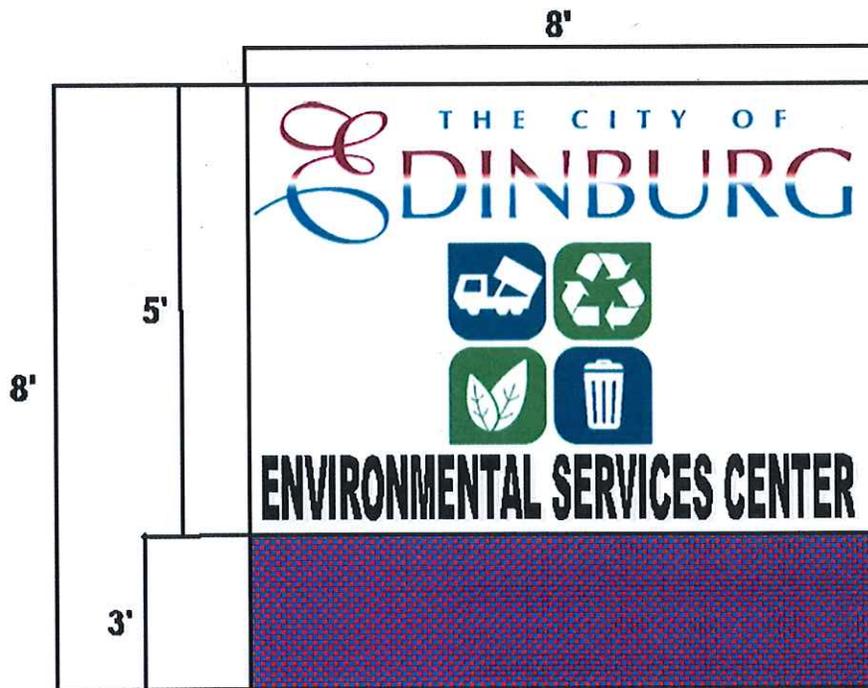
INSTRUCTIONS	INITIAL
<p>The specifications herein describe the minimum acceptable features, colors and performance requirements for a marquee the City of Edinburg will purchase for its Recycling and Educational Center. Bidders are to have thoroughly read and understood these specifications prior to bid submission.</p>	
	INITIAL
<p>All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.</p>	
	INITIAL

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.**

1. REMOVE, REFURBISH, REPLACE TWO EMBOSSED FACES	YES	NO	Exception
➤ Embossed faces/Refurbishment			
➤ Electric (New)			
➤ Full Color Daktronics Message Center (Figure 1)			
➤ Warranty (Electrical, Parts and Labor)			
➤ Specifications: Refer to Sketch Provided (Figure 1)			
2. STANDARD FEATURES	YES	NO	Exception
➤ Galaxy 20 MM RGB Outdoors Matrix Display 3550 Series			
➤ Standard Cabinet Separation up to 18ft			
➤ Line Spacing – 20MM			
➤ Matrix: 32 lines by 96 columns			

➤ LED Color: RGB-68 billion colors			
➤ Display configuration: 2V-Two one sided display – same content			
➤ Cabinet Design: Single Section per Face			
➤ Paint: Semi Royal Blue all around			
➤ Active Areas: 2' X 1" H X 6'2" W (Approx.. dimensions)			
➤ Cabinet Dimensions 2' X 9" H X 6'9" W X 0'8" D (Approx.. dimensions)			
➤ Max Power: 550 Watts/Displays			

Figure 1



Item	Est Qty	Type	Warranty	Freight	Unit Price	Extended Price
1.1	1	Embossed face/Refurbishment				

1.2	1	Electrical (new)				
1.3	1	Full Color Daktronics Message Center				

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this ____ day of _____, 2016.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____



**RESTORATION OF MARQUEE
BID NO. 2016-74**

COPY

BID: Restoration of Marquee | Bid No. 2016-74

City of Edinburg
415 West University Drive
Edinburg, Texas 78541

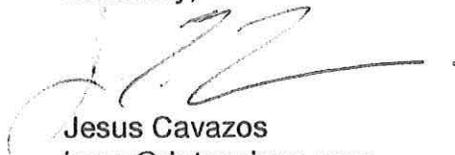
To Whom It may Concern:

Thank you for giving us the opportunity to submit a bid.

Enclosed you will find:

- A. Bid Form for Restoration of Marquee / Certificate of Insurance
- B. Exceptions and Others
- C. Payment Terms
- D. Company Resume
- E. Portfolio

Sincerely,



Jesus Cavazos
jesus@riotexsigns.com
Project Manager

Rio Tex Neon Signs
1500 Mid Cities Dr.
Pharr, TX 78577
(956) 782-9601
riotexsigns@gmail.com

**CITY OF EDINBURG
BID FORM FOR
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<u>CHECK ONE</u>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER _____	
Specify			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(if applicable)		(if applicable)	

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
RESTORATION OF A MARQUEE**

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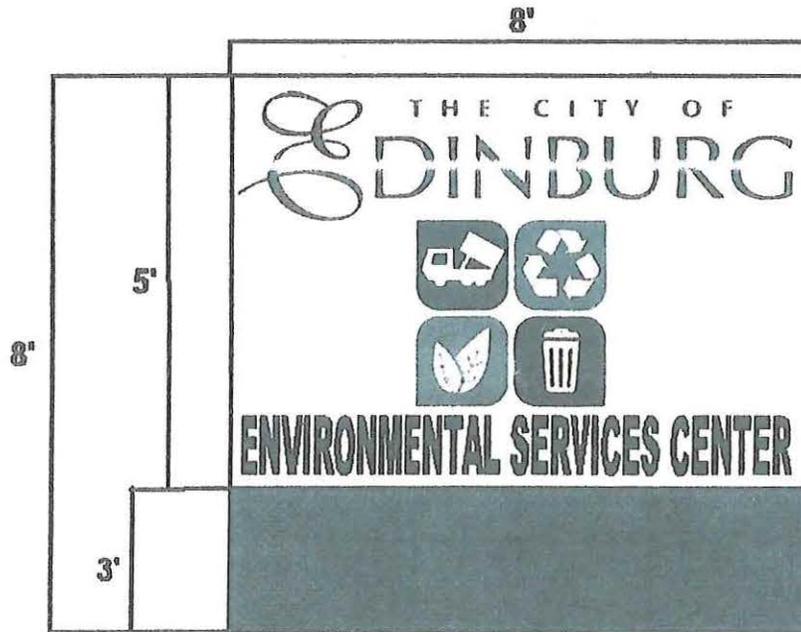
INSTRUCTIONS	INITIAL <i>J.C.</i>
The specifications herein describe the minimum acceptable features, colors and performance requirements for a marquee the City of Edinburg will purchase for its Recycling and Educational Center. Bidders are to have thoroughly read and understood these specifications prior to bid submission.	
	INITIAL <i>J.C.</i>
All bids must be submitted on the City's form provided. Bidders shall complete the yes/no/exception column. The proposed yes/no/exception is to indicate that they are able to perform or provide the service or item as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled " <u>Exceptions</u> ". Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that <u>exceptions</u> exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by THE CITY OF EDINBURG that exceptions will be <u>acceptable</u> . Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.	
	INITIAL <i>J.C.</i>

The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor whose evaluation by the CITY indicates that the award will be in the best interest of CITY OF EDINBURG. Pricing must be firm and held for the contract term **by signing the Bid; the bidder agrees that he had read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.**

1. REMOVE, REFURBISH, REPLACE TWO EMBOSSED FACES	YES	NO	Exception
➤ Embossed faces/Refurbishment	X		
➤ Electric (New)	X		
➤ Full Color Daktronics Message Center (Figure 1)			X
➤ Warranty (Electrical, Parts and Labor)	X		
➤ Specifications: Refer to Sketch Provided (Figure 1)	X		
2. STANDARD FEATURES	YES	NO	Exception
➤ Galaxy 20 MM RGB Outdoors Matrix Display 3550 Series			X
➤ Standard Cabinet Separation up to 18ft	X		
➤ Line Spacing – 20MM	X		
➤ Matrix: 32 lines by 96 columns	X		

➤ LED Color: RGB-68 billion colors			X
➤ Display configuration: 2V-Two one sided display – same content	X		
➤ Cabinet Design: Single Section per Face	X		
➤ Paint: Semi Royal Blue all around	X		
➤ Active Areas: 2' X 1" H X 6'2" W (Approx.. dimensions)	X		
➤ Cabinet Dimensions 2' X 9" H X 6'9" W X 0'8" D (Approx.. dimensions)	X		
➤ Max Power: 550 Watts/Displays	X		

Figure 1



Item	Est Qty	Type	Warranty	Freight	Unit Price	Extended Price
1.1	1	Embossed face/Refurbishment	2-year	\$275.00	\$4,300.00	\$4,575.00

1.2	1	Electrical (new)	2-year	Included	\$1,675.00	\$1,675.00*
1.3	1	Full Color Daktronics Message Center	5-year parts 2-year labor	\$440.13	\$13,358.78	\$13,798.91

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this 16 day of March, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Jesus Cavazos

TITLE:

Project Manager

COMPANY:

Rio Tex Neon Signs

ADDRESS:

1500 Mid Cities Dr
Pharr, TX 78577

TELEPHONE NO.:

956-782-9601

FAX NO.:

956-782-9611

EMAIL:

jesus@riotexsigns.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Connect Insurance 407 W FM 495 San Juan, TX 78589	CONTACT NAME: Oscar Martinez PHONE (A/C, No, Ext): 056-782-8191 F A 956-783-8413 E-MAIL ADDRESS: oscar.martinez@connectmyinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED RIO TEX NEON SIGNS RAUL GONZALEZ 1500 Mid Cities Dr Pharr, TX 78577	INSURER A: DELTA GENERAL AGENCY
	INSURER B: PROGRESSIVE
	INSURER C: TEXAS MUTUAL
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 40

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADD'L SUBH. USED / WOV	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		05967485	01/31/2016	01/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		028112840	12/9/2015	12/19/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A	Q003383453	08/11/2016	08/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS ON-GOING AND COMPLETED OPERATIONS WITH RESPECT TO COMMERCIAL LIABILITY. COVERAGE IS PRIMARY NON-CONTRIBUTORY AND WAIVER OF SUBROGATION APPLIES. WEINGARTEN REALTY INVESTORS, IT'S SUBSIDIARIES, IT'S AFFILIATES, IT'S JOINT VETURES AND IT'S DESIGNEES MUST BE NAMED ON AS ADDITIONAL. THE CERTIFICATE HOLDER LISTED AS ADDITIONALLY INSURED IN REGARDS TO GENERAL LIABILITY (\$2,000,000) AND AUTOMOTIVE (\$1,000,000).A WAIVER OF SUBROGATION IN FAVOR OF DONALD BORG CONSTRUCTION COMPANY,INC(OL)
 (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER CITY OF EDINBURG 415 W. UNIVERSITY DRIVE Edinburg, TX 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: (OMA)
--	--

AGENCY CUSTOMER ID: 00000000

LOG #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Connect Insurance		NAMED INSURED RIO TEX NEON SIGNS RAUL GONZALEZ	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAC CODE:	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

(continued from Description of Operations)
FOREVER 21 LAS TIENDAS PLAZA 709 E EXPRESSWAY 83 SUITE 100 MCALLEN ,TEXAS 78501 -ADDITIONAL INSURED CIELO PASP LAS TIENDA L.P. MIMCO INC. WELLS FARGO BANK, NATIONAL ASSOCIATION FOREVER 21 RETAIL INC DONALD BORG CONSTRUCTION CO.INC. CONTEMPO FITNESS STUDIOS, LLC AS A LOSS PAYEE

B. EXCEPTIONS AND OTHERS

EXCEPTIONS:

1. REMOVE, REFURBISH, REPLACE TWO EMBOSSED FACES

Bullet 3 - LED SCREEN Displaying: "Full Color Daktronics Message Center (Figure 1)." We are proposing a Full Color Optec Display Message Center.

2. STANDARD FEATURES

Bullet 1 - MODEL Displaying: "Galaxy 20mm RGB Outdoors Matrix Display 3550 Series."

We are proposing an 20mm Optec Infinity Model INF-20-RGB-Z-P-D-QR.

Bullet 5 - LED COLOR Displaying: "RGB-68 Billion Colors."

We are proposing RGB 281 Trillion Levels-M color processing.

Figure 1 – 1.2

* Internally Illuminated LED Fluorescent Lighting

Figure 1 - 1.3

LED SCREEN Displaying: "Full Color Daktronics Message Center (Figure 1)." We are proposing a Full Color Optec Display Message Center.

WARRANTIES:

HEADER SIGN

2-year warranty Electrical
2-year warranty Embossed Faces

LED SCREEN

5-year warranty on parts/In Factory Labor from led vendor
2-year warranty on labor from Rio Tex Neon Signs

DELIVERY:

6-8 weeks for header sign embossed faces/electrical.
8-10 weeks for LED screens.

C. Payment Terms

PAYMENT TERMS:

50% down payment when contract is signed
25% when LED is ready to ship from vendor
25% upon completion

D. Company Resume

Company Ixtapa Inc. dba Rio Tex Neon Signs
20+ Years in Business

Owner Raul Gonzales
35+ years of experience in the sign business.

Customers Some of our corporate clients include Compass Bank, McAllen Medical Center, UHS of Delaware, Edinburg Children's Hospital, Edinburg Regional Hospital, Valley Care Clinics, State Farm Arena, HEB, IDEA Public Schools, Edcouch-Elsa ISD, McAllen ISD, Sharyland ISD, Mission ISD, RGV Careers, Fred Loya Insurance, Bank of South Texas, Bank of America, Best Buy, Costa Messa Restaurant, Cricket, Electronic Tax Center, Gold's Gym, Olive Garden, Popeye's Louisiana Kitchen, El Tigre Food Stores, Texano Mart, Buffalo Wings & Rings, Forever 21, Shipley Do-Nuts, Buffalo Wild Wings, Aziz Quick Stop, Palenque Grill, Taco Palenque, and many more.

References Available upon request.

Letter of recommendation Please see enclosed. Letter given by Robert Daniels from Philadelphia Sign Company when Rio Tex Neon Signs was formally known as South Texas Neon Signs in 2010.



LETTER OF RECOMMENDATION

BBVA Compass Bank



South Texas Neon Signs
1500 Mid Cities Drive
Pharr, TX. 78577
Mr. Raul Gonzales

02 June 2010

Raul,

Wanted to take a few minutes and write this letter to thank you and your staff for all the hard work the past several years working on the conversion of the Compass Bank signage over to the new BBVA Compass.

During this process I found the communication and follow up to be great and the overall experience to be a positive one. One of the things that I was very impressed with was your personal follow up and involvement with issues that came up from time to time.

On any large conversion like the one that we worked together issues are going to come up. It was great to work with a company that when this did happen, you would always step up to the plate, get the issue resolved quickly and move on. A lot of companies will spend a lot of wasted time pointing the finger at everyone and mean while the issue is not resolved and the customer is upset. I always found 100% of the time you always resolved the issue and then we worried about who's fault it may have been.

The other issue that was very positive was the permitting work. I found this to be very strong, with good communication of issue and great follow through is getting all the needed permits.

I would recommend your company to anyone for work in your market area and would ask you have them contact me direct if they wish to speak to me directly. I will be glad to tell them what a great experience it has been and continues to be working with you and your staff.

Sincerely,
Robert Daniels
Robert Daniels
Director of Field Services
Philadelphia Sign Company

Philadelphia Sign Company • 707 W. Spring Garden St., Palmryn, NJ 08065 • (856) 829-1460 • Fax (856) 829-8549



E. Portfolio



our work
portfolio

Law Offices of Tamez & Ortegon
1009 E Expy 83, Pharr, TX 78577

Premium
20mm



riotexsigns.com

956.358.2489



our work
portfolio

Edcouch-Elsa High School
107 Mile 4 Rd W, Edcouch, TX 78538

Standard
25mm



riotexsigns.com 956.358.2489



our work
portfolio

El Tigre Food Stores
3301 N Shary Rd Mission, TX 78573

Standard
35mm



riotexsigns.com

956.358.2489



our work
portfolio

Bank of South Texas
1421 E Nolana Ave McAllen, TX

Standard
35mm



riotexsigns.com

956.358.2489



our work
portfolio

King's Fast Lube
2600 Trenton Rd, McAllen, TX 78504

Premium
35mm



riotexsigns.com

956.358.2489



our work
portfolio

McAllen High School
2021 La Vista Ave, McAllen, TX 78501

Commercial
20mm



riotexsigns.com

956.358.2489

STATE OF TEXAS § **BID NO. 2016-74 AGREEMENT BETWEEN**
THE CITY OF EDINBURG AND RIO TEX
COUNTY OF HIDALGO § **SIGNS FOR RESTORATION OF MARQUEE**

SUPPLY AGREEMENT §

THIS AGREEMENT, made this ____day of _____, 2016, by and between the City of Edinburg, a municipal corporation, (hereafter called "City") acting herein through its City Manager, Richard M. Hinojosa and Rio Tex Neon Signs of Pharr, Texas (hereafter called "Contractor"), are the parties to this agreement.

RECITALS

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

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide services or equipment needed by the City;

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

Contractor agrees to provide all labor, materials and equipment necessary to perform work as described in Bid Request No. 2016-74 Restoration of a Marquee and Bid Proposal for Proposal submitted by Contractor attached hereto as **Exhibit "A"** and made a part hereof.

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to restore a marquee and all labor, materials and equipment necessary to perform work as described in this Agreement and in Bid Request No. 2016-74 Restoration of a Marquee and Bid Proposal for Proposal submitted by Contractor attached hereto as **Exhibit "A"** and made a part hereof. Upon completion of such work, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
NOTICE TO PROCEED

Signatures by both parties on this Agreement and issuance of a purchase order by the City shall be deemed authorization to proceed.

SECTION III
RESPONSIBILITIES OF CITY

City will facilitate Contractor's work by the following tasks:

- A. Provide Contractor with full information as to requirements for the Services.
- B. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in the services.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor shall be responsible for providing the materials, labor and equipment necessary to complete the restoration of the marquee as set out in Exhibit "A".
- B. The Contractor shall, in the scope of this Agreement, perform the services as specifically identified in **Exhibit "A"** and as specified in the appropriate sections of the Agreement.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for services as provided below:

- A. The total compensation to the Contractor for the restoration of the marquee in the amount of twenty thousand forty-eight and 91/100ths (\$20,048.91) equipment.
- B. Invoices shall be completed in accordance with City regulations.

SECTION VI
TIME OF PERFORMANCE

The Contractor will complete the work outlined in Exhibit "A" within ninety (90) days of issuance of purchase order.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be for a ninety (90) day period beginning as of the date of issuance of purchase order.

SECTION VIII
NON-APPROPRIATIONS

Notwithstanding anything in the Agreement documents 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.

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

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

SECTION IX
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses, as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION X
TERMINATION

Either party to this agreement shall have the right to terminate this Agreement at any time, and for any reason, after thirty (30) days' written notice, and any payment requested shall be made on goods delivered and/or services rendered and as provided in this Agreement.

SECTION XI
MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with the State statute

- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence

 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence

 - 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any subcontractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION XII
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 XIII
HOLD HARMLESS/INDEMNIFICATION CLAUSE

Contractor hereby agrees to indemnify and hold harmless and defend City, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including

reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Agreement.

SECTION XIV
ASSIGNMENT

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

SECTION XV
MISCELLANEOUS

Any changes to this document must be approved by the City and signed by both parties to the Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Contractor have executed three (3) copies of this Agreement as of the date first above written.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
415 W. University
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 and Thompson, P.C.

City Attorney

RIO TEX NEON SIGNS

BY: _____
Raul Gonzalez
Owner
1500 Mid Cities Dr.
Pharr, TX 78577
Phone: (956)782-9601

Attachment: Exhibit "A": Bid Proposal and Bid Forms
Exhibit "B": Certificate of Insurance

**BIDDER'S LIST
RESTORATION OF A MARQUEE**

**AAA Electrical Signs
1808 N 10th St
McAllen, TX 78504**

**Master Signs
1723 N 23rd St, Ste 1
McAllen, TX 78504**

**South Texas Neon Signs
1500 Mid Cities Dr
Pharr, TX 78577**

**Sign People
1229 W US Highway 83
Pharr, TX 78577**

**Anchor Signs & More
2207 N Conway Ave
Mission, TX 78572**

**Beacon Signs
1841 Alamo Rd
Alamo, TX 78516**

**GVL Signs
2920 N. Closner Blvd, D-1
Edinburg, TX 78541**

**L N L Signs
1420 E Fay St
Edinburg, TX 78539**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Awarding RFP No. 2016-009, City Guest WiFi Solution, to True IP Solutions and Authorize the City Manager to Negotiate and Execute a Service Agreement in an Amount Not-to-Exceed \$39,516.98. [Leo Gonzales, Jr., Director of Information Technology]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, February 29, 2016, RFP No. 2016-009 was opened. Three proposals were received and reviewed. All RFPs submitted were deemed responsive as evaluated in accordance to the evaluation criteria outlined within the Request for Proposal. The evaluation criteria included the proposer's 1) Itemized and Total Proposed Price, 2) Qualifications, Experience and References, 3) Proposed Service Meeting the City's Needs, Requirements and Support and 4) Guest Wi-Fi Solution Proposed.

The City Guest Wi-Fi Solution will provide free Wi-Fi internet access at the following City locations: City Hall Court Yard and Auditorium – 415 W. University Drive, Freddy Gonzalez Splash Pad Park – 402 S. Veterans Blvd, Municipal Park – 714 Raul Longoria Road, Memorial Park – 1212 E. Sprague and South Park – 315 E. Palm Drive.

The vendors listed on the Bidders' List were all sent proposal packets via mail or email from the City's Purchasing Department. The following firms attended the mandatory pre-bid meeting on February 5, 2016 and were all evaluated: Insight, Verveba Telecom, and True IP Solutions. A review and tabulation of the proposals revealed that True IP Solutions is the proposal most advantageous for the City.

Funding is available within the 2015-2016 General Fund Operating Budget. The City has verified that no money is owed to the City by True IP Solutions. The City of Edinburg has previously done business with True IP Solutions.

RECOMMENDATION:

Approve Awarding RFP No. 2016-009, City Guest WiFi Solution, to True IP Solutions and Authorize the City Manager to Negotiate and Execute a Service Agreement in an Amount Not-to-Exceed \$39,516.98.

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/Leo Gonzales Jr.
Leo Gonzales
Director of Information
Technology

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

PURCHASE OF CITY GUEST WIFI SOLUTION RFP # 2015-018	PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICE	PROPOSER'S QUALIFICATIONS, EXPERIENCE, REFERENCES	THE PROPOSED SERVICE MEETING THE CITY'S NEEDS AND REQUIREMENTS AND SUPPORT	GUEST WIFI SOLUTION PROPOSED	COMBINED TOTAL FOR RFP
	SCORE RANGE 0-30	SCORE RANGE 0-20	SCORE RANGE 0-20	SCORE RANGE 0-30	
	SCORE MAX 30	SCORE MAX 20	SCORE MAX 20	SCORE MAX 30	
	*TOTAL ESTIMATED COST FOR BASED BID GIVEN	*FINANCIAL STABILITY *DEMONSTRATED PRIOR EXPERIENCE IN PROVIDING SIMILAR SERVICES *PROPOSAL'S COMPATIBILITY WITH THE CITY'S STATED PURPOSE	*CAPABILITY TO PROVIDE RESPONSIVE PROFESSIONAL SERVICE *CAPABILITY TO PROVIDE OFF-SITE SUPPORT AND ADEQUATE ON-SITE SUPERVISION *ADEQUATE TRAINING PROVISIONS *DEMONSTRATED ABILITY TO FULLY MEET THE NEEDS OF THE CITY OF EDINBURG *ADHERENCE TO REQUIREMENTS OF RFP	*GUEST WIFI SOLUTION PROPOSED	
COMPANY	DETAIL	DETAIL	DETAIL	DETAIL	
	City Hall				
	* 4 - APs - Cisco Aironet 2700 Series	* Over 10 years producing successful wireless projects in the RGV	* Insight has demonstrated the capability to provide responsive professional service based on previous projects Insight has performed for the City of Edinburg.	Insight's proposal of Cisco and Mimosa devices meets the City's requirements for industry standards. Design also meets City's requirements for providing adequate bandwidth and user connectivity. However, it is not noted in the proposal how or if Insight's design will allow the City to designate bandwidth utilization for each user that connects to the guest Wi-Fi solution nor does the design indicate the ability to provide complete management of user and content access.	
	* 1 - Cisco 5508 Wireless Controller	* Corporate HQ - Tempe, AZ			
	* 1 - Mimosa Components for Wireless (B5) Backhaul to South Tank	* Local office - McAllen			
	* ? - RFP indicated requested switch to connect the 4 APs for City Hall	* 20 personnel			
	* ? - During Pre-Bid Meeting, it was discussed that a 2nd switch may be needed to install in City Hall IDF depending on where AP is to be installed on the North side of building. Will clarify with vendor.	* 8 Cisco certified Engineers	* Insight has also demonstrated the capability to provide off-site support and adequate on-site supervision in previous projects performed for the City of Edinburg.		
		* Mounting of physical APs would require a sub-contractor			
		* Wireless projects include installs with over 3000 APs for Brownsville ISD and Laredo ISD. City of Brownsville is also a wireless customer.	* Insight has provided adequate training for systems in which projects required installation and configuration		
	South Tank	* Financial Stability - \$5.4 billion in net sales in 2015.			
	* 1 - Cisco Aironet AP 1572 to provide coverage for ?	*References:	* Has previously demonstrated the ability to fully meet the needs of the City of Edinburg.	Some items requested and listed in the RFP were not included in the Insight proposal. Email was sent to Insight representative Darak Weaver for clarification on discrepancies found. Proposal does not indicate any capabilities for future growth or scalability. No timeframe for project completion is noted.	
	* 2 - Catalyst 3560C 8-port switches. One is for park locations. One is connecting city locations to fiber going into P&R facility.	- City of Austin, TX \$3 million project deployment of City Mesh Public Wi-Fi network. POC - Francisco Diaz francisco.diaz@austintexas.gov	* In this proposal, there were some discrepancies noted and are highlighted in yellow. An email was sent to Insight representative Darak Weaver to clarify discrepancies.		
	* 4 - Mimosa Components for Wireless (B5) Backhaul to City Hall	- Brownsville ISD \$2 million project over 3000 APs deployed. Contact Anthony Alvarez - aalvarez@bisd.us			
	* ? - RFP indicated requested AP to provide Wi-Fi coverage for South Park area. Not sure what purpose of AP 1572 is for. Will clarify with vendor	- Keppel Amfels \$150K project still in progress. Contact - Sean Flores - sean.flores@keppelamfels.com	* most notable discrepancy is the missing 510ft of fiber requested to move 8 current city facilities to fiber which is to be installed into the P&R facility AT&T fiber service.		
	* ? - RFP indicated PTP for backhaul to provide connectivity for the Park locations. 4 Mimosa devices are being proposed. Will clarify why 4 are being proposed.	* Insight references and prior project experience show similar to that of the City's project requirements.			
	* ? - RFP indicated requested 510ft of fiber to connect existing city facilities on South Tank to fiber				
			NOTES***** Received response from vendor.		
			City Hall:		
			Missed requirement of switch needed in data center to connect city hall APs		
			Missed requirement of possible 2nd switch to install in CH IDF.		

Insight	going into P&R facility. Do not see		South Tank:	
	fiber being proposed in vendor		AP 1572 listed in proposal is for intended use as requested.	
	proposal. Will Clarify.		4 PTP devices proposed are for intended use as requested. Backhaul Links	
	Municipal Park		*** City Hall	
	* 3 - Air-Ant5114P2M-N		*** Memorial Park	
	* 3 - Air-AP1572EAC-B-K9		*** Freddy Gonzalez Splash Pad Park	
	* 1 - Air-AP1572EAC-B-K9		*** Municipal Park	
	* 4 - Air-Ant2568VG-N		*** Vendor stated that fiber is included in price as noted in SOW. SOW was	
	* 6 - AIR-ANT2480V-N=		not included in Vendor proposal.	
	* 1 - Mimosa Components for Wireless		Municipal Park:	
	(B5) Backhaul to South Tank		Design is meeting requirements by using 1 less AP and no switch is needed.	
	* ? - RFP indicated requested 4 APs to		1 - 1572 will serve as PMP mesh for other 3 APs. 1 - Mimosa will provide	
	be installed within park area and		backhaul.	
	connect to a PMP radio that would		Freddy Gonzalez - Splash Pad	
	support the 4 APs. PMP would then		Design meets requirements - no switch is needed.	
	connect to a switch that would		Memorial	
	then connect to a PTP backhaul to		Design meets requirements - no switch is needed.	
	the South Tank. Need Vendor to			
	clarify design for this location.			
	Freddy Gonzalez - Splash Pad			
	* 1 - Air-AP1572EAC-B-K9			
	* 1 - Mimosa Components for Wireless			
	* ? - RFP indicated requested switch to			
	connect the 1 AP & Backhaul radio			
	Need to have vendor clarify reason			
for no switch.				
Memorial Park				
* 1 - Air-AP1572EAC-B-K9				
* 1 - Mimosa Components for Wireless				
* ? - RFP indicated requested switch to				
connect the 1 AP & Backhaul radio				
Need to have vendor clarify reason				
for no switch.				
Vendor Services for Installation				
* Installing and configuration services				
Total Cost:	\$66,265.16			
Ranking	17	19	16	20
				71

Verveba	City Hall			
	* 4 - Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	* Over 12 years experience deploying Wi-Fi and Small Cell networks	* Verveba has not performed any previous projects for the City.	* Verveba's proposal meets all city requirements as specified in the RFP
	* 1 - WS-C3560CX-8PC-S - switch	* Corporate Headquarters in Richardson, TX	However, in discussing project experience with a Verveba reference - Nokia, Verveba was used as a third party contractor for a project managed by Nokia for the Disney - Orlando, FL location. Contact, Blasson Mathews, provided a good review on Verveba. He indicated that no issues were ever experienced with Verveba and that responsiveness was always provided with quality service.	* Verveba's response details specifically their understanding of the system to provide user and packet prioritization to ensure guaranteed adequate bandwidth for users that connect and use the free Wi-Fi service. It is understood that if the system determines that users are abusing the system, the system will restrict users from speed or disconnect their service completely. It is understood that the proposed system is scalable and that the future expansion is possible. It is understood that the training, warranty and post support is to be provided.
	* 1 - Controller Based Management System for all APs. Requested clarification from vendor on type of system being proposed.	* All personnel deployed for this project will be Verveba Telecom employees.		
	* 1 - Cambium Networks PTP 650 - To connect to South Water Tank for Guest Wi-Fi Backhaul	** Syed Hassan - RF Manager - 6 years experience in telecom services and holds a Masters in Computer Science		
	South Water Tank/South Park	** Jerry Gomez - Director of Tower and Civil Services - 25 years of telecom experience. Military and government training with top secret security clearance. Certifications include Certified Passive Intermodulation, Certified Line & Antenna Sweep Technician and a Training Certification in Fiber Optic Test, Inspection and Cleaning.	* In this proposal, Verveba met all city requirements by proposing the equipment as specified in Appendix A of the RFP.	Verveba did also include the requested fiber that will be used for relocating 8 city facilities from wireless to fiber that will be installed into the P&R facility.
	* 1 - Cambium Networks PTP 650 - To connect to City Hall for Guest WiFi Backhaul			
	* 1 - Cambium networks PMP 450 - To connect 4 City Park Sites			
	* 1 - Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point - To be mounted at base of South Water Tank to provide Guest WiFi access for South Park		* The only discrepancy found in Verveba's proposal is that the RFP indicated that the information on hardware listed was for reference only and that vendors had the opportunity to propose any equipment of their choice as long as their design met city requirements in speed, user access requirements and manageability.	
	* 2 - WS-C3560CX-8PC-S - Switches	Ramiro Tijerina - field technician - certifications in OSHA 10 Hour Construction, NSC First Aid, CPR, AED Course, RF Safety Awareness,		* Verveba indicates that project completion will take 19 working days.
	• Switch 1 – to provide connectivity for 8 city locations via fiber to the Parks and Recreation Facility	LTE Multi Radio BTS Installation Training, LTE Multi Radio BTS Commissioning & Integration and Basic		
	• Switch 2 – to provide connectivity for City Park locations Guest WiFi access to the PTP Backhaul to City Hall	certification for an authorized Climber/Rescuer	* in this discrepancy, the RFP indicated that the management portion of the system required a "Controller Based Management System" be provided as part of the vendor proposal. This requirement did not indicate a specific type of hardware or software nor brand model information. Sent email to Verveba to provide clarification on what type of	
	* 510ft - Outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors			
• To provide connectivity for 8 city locations into the Parks and Recreation network in MDF	* Designed, planned, surveyed and walk tested 9000 outdoor Wi-Fi APs and indoor Wi-Fi networks at over 200			
• Take 8 City office locations off of the current City WAN and connect to fiber into Parks and Recreation facility	venues. Special event projects have included systems for over 100K peak users.			

	Freddy Gonzalez - Splash Pad Park	References:	controller based management system they are proposing.		
	* 1 - Cambium Networks PTP 650 - To be mounted to concession stand to connect to South Water Tank PMP Backhaul	* Los Angeles, CA - Outdoor Wi-Fi project with 10K APs. Sheila Pallaki - sheila.pallaki@nokia.com * Disney-Orlando, FL - Indoor/Outdoor			
	* 1 - Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point - To be mounted to concession stand	Small Cells project. 300 APs. Blesson Mathews - blesson.mathews@nokia.com			
	* 1 - WS-C3560CX-8PC-S switch	* Verveba references and prior project			
	Municipal Park	experience show similar to that of			
	* 4 - Areohive AP1130 802.11 ac Extreme	the City's project requirements.			
	• AP-1 mounted to scoreboard 1 • AP-2 mounted to scoreboard 2 • AP-3 mounted to field house • AP-4 mounted to pavilion				
	* 1 - Cambium networks PMP 450 - To support 4 park APs		NOTES***** Received response from vendor. City Hall:		
	* 1 - Cambium Networks PTP 650 - To be mounted to Pavilion to connect to South Water Tank PMP Backhaul		Wireless controller proposed is Cisco 2504 Wireless LAN controller All items proposed are to required specifications.		
	* 1 - WS-C3560CX-8PC-S switch				
	Memorial Park				
	* 1 - Cambium Networks PTP 650 - To be mounted to concession stand to connect to South Water Tank PMP Backhaul				
	* 1 - Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point - To be mounted to concession stand				
	* 1 - WS-C3560CX-8PC-S switch				
Installation and Programming Services					
Total Cost:	\$89,353.36				
Ranking	13	17	19	23	71

True IP Solutions	City Hall				
	* 4 - Ubiquiti UAP-AC Access Point	* Over 15 years experience in large IP based networks with core knowledge of design and operations of large cable and telecom companies.	* TIPS has demonstrated the capability to provide responsive professional service based on previous projects TIPS has performed for the City of Edinburg.	* TIPS proposal meets all city requirements as specified in the RFP	
	* 4 - MM Transceivers			* TIPS response details specifically their understanding of the system to provide user and packet prioritization to ensure guaranteed adequate bandwidth for users that connect and use the free Wi-Fi service. It is understood that if the system determines that users are abusing the system, the system will restrict users from speed or disconnect their service completely. It is understood that the proposed system is scalable and that the future expansion is possible. It is understood that the training, warranty and post support is to be provided. TIPS did also include the requested fiber that will be used for relocating 8 city facilities from wireless to fiber that will be installed into the P&R facility.	
	* 1 - Ubiquiti 8-port PoE switch				
	* 1 - Web Management Appliance				
	* 1 - Ubiquiti 5GHz Backhaul Radio	* Team of engineers and technicians are Cisco and Microsoft certified.	* TIPS has also demonstrated the capability to provide off-site support and adequate on-site supervision in previous projects performed for the City of Edinburg.		
	South Water Tank				
	* 2 - Ubiquiti 8-port PoE switch	* Specialize in Network Security for multi-state networks, WAN & LAN infrastructure, design and installation			
	* 2 - GB MM Transceiver				
	* 525ft - Outdoor Shielded MM Fiber				
	* 2 - Fiber Termination Parts	* Experience in wired, fiber, and wireless network design, installation, operation and support.			
	* 1 - Ubiquiti UAP-AC Access Point		* TIPS has provided adequate training for systems in which projects required installation and configuration		
	* 1 - Ubiquiti 5GHz Backhaul Radio				
	* 1 - Ubiquiti 3.65GHz AP & Antenna	* Manage several large scale WANs for enterprise customers.	* Has previously demonstrated the ability to fully meet the needs of the City of Edinburg.		
	Municipal Park				
	* 4 - Ubiquiti UAP-AC Access Point	* Corporate Office - Clinton, NC			
	* 1 - Ubiquiti 3.65GHz Radio	* Similar projects include - installing wireless network for WEBB CISD in Bruni, TX. Installed and currently provides maintenance support for the City of Edinburg wireless portion of the City's Wide Area Network which provides network connectivity and internet access for 13 city facilities.			
	* 1 - Ubiquiti 5GHz AP & Antenna		* TIPS proposal meets all RFP requirements as indicated by the City of Edinburg.		
	* 1 - Ubiquiti 8-port PoE switch				
	Freddy Gonzalez - Splash Pad Park				
	* 1 - Ubiquiti UAP-AC Access Point		* Discrepancy - noted in TIPS proposal, no switches proposed in the Splash Pad and Memorial parks. Will have TIPS clarify.		
	* 1 - Ubiquiti 3.65GHz Radio				
	Memorial Park				
* 1 - Ubiquiti UAP-AC Access Point			* TIPS indicates that project completion will take 5-7 days after they arrive onsite. Team will consist of 2-3 man team.		
* 1 - Ubiquiti 3.65GHz Radio					
* 1 - License Fee					
Installation and Programming Services	Sampson County Government Chris Rayner crayner@sampsonnc.com 910-214-1510				
Total Cost:	\$39,516.98				
		Columbus County Schools Ken Buck - kbuck@columbus.k12.nc.us 910-648-5168			
Ranking	28	19	18	26	91

NOTES***** Received response from Vendor.
Freddy Gonzalez Splash Pad
Design proposed does not need switch as listed in RFP. Still meets specs
Memorial
Design proposed does not need switch as listed in RFP. Still meets specs

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

**CITY GUEST WIFI SOLUTION CONTRACT
BETWEEN THE CITY OF EDINBURG AND
TRUE IP SOLUTIONS**

The **City of Edinburg** (hereinafter called “City”), and True IP Solutions herein called (“Contractor”), entered into an agreement for the installation of City Guest WiFi Solution at City Hall – 415 W. University Drive, Freddy Gonzalez Splash Pad Park – 402 S. Veterans Blvd, Municipal Park – 714 Raul Longoria Road, Memorial Park – 1212 E. Sprague and South Park – 315 E. Palm Drive.

RECITALS

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

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

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

**SECTION I
EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the following basic services as stated in the following sections and as stated in the Scope of Services under RFP No. 2016-009 and the Proposal submitted by the Contractor attached hereto as Exhibit “A.” Upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to perform the work in connection therewith, under the terms as stated in Exhibit “A;” and at his/her (its or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated.

**SECTION III
TIME OF PERFORMANCE**

The Contractor shall provide service beginning on ___/___/___ thru ___/___/___.

**SECTION IV
TERMS OF PAYMENT**

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

A. The total compensation to Contractor shall not exceed **\$39,516.98** dollars.

- B. Invoices shall be completed and processed in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Upon submission of invoice, City shall issue payments within thirty (30) days after receiving, reviewing and approving request for payment.

SECTION V
NON-APPROPRIATIONS

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

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

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

SECTION VI
MINIMUM INSURANCE REQUIREMENTS

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

- A. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
- B. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.
- C. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- D. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;
- E. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured shall be submitted to The CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer

hereunder shall be required to give at least thirty (30) days written notice to The CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to The CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION VII **TERMINATION OF CONTRACT**

Either party to this agreement shall have the right to terminate this contract at any time and for any reason after thirty (30) days' written notice, and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.

SECTION VIII **SEVERABILITY**

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

SECTION IX **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 X **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XI
HOLD HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold harmless and defend City, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

SECTION XII
ASSIGNMENT

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

SECTION XIII
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement.

SECTION XIV
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard Hinojosa, City Manager
City of Edinburg

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
Palacios, Garza & Thompson, P.C.

City Attorney

**TRUE IP SOLUTIONS
GROUP LLC**

BY: _____

ATTACHMENTS: Exhibit "A" – RFP 2016-009 and Contractor's Proposal



NOTICE TO BIDDERS

The City of Edinburg is soliciting Request for Proposals (RFP) to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPs will be received until **3:00 p.m. Central Time**, on **Monday, February 15, 2016**, shortly thereafter all submitted RFPs will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPs. RFPs will not be accepted by telephone or facsimile machine. All RFPs must bear original signatures and figures. The RFP shall be for:

RFP NO. 2016-009 CITY GUEST WIFI SOLUTION

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

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

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

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

RFPs must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the RFP envelope with corresponding RFP number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

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

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **RFP 2016-009 CITY GUEST WIFI SOLUTION** for the City of Edinburg.

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

SUBMITTAL OF RFP

RFPs will be submitted in sealed envelopes upon the blank RFP form attached hereto. Submit three (3) complete sets of the bid, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. RFPs submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a RFP in response to this solicitation for RFPs constitutes an offer by the Bidder. RFPs which do not comply with these specifications/requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg, before opening day and hour. No late RFPs will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering RFPs: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing RFPs: P.O. Box 1079, Edinburg, TX 78540-1079

A MANDATORY pre-bid conference will be held at 2:00 p.m., February 05, 2016 at the Edinburg City Hall Community Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. All prospective bidders must attend. If you have any questions or require additional information regarding this RFP, please contact Leo Gonzales Jr. Director of Information Technology, at (956) 388-8201.

PREPARATION OF RFP

RFPs MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your RFP. Person signing RFP must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent/Bidder shall state in the RFP the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDERS (Continued):

ALTERATIONS/AMENDMENTS TO RFP

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

SALES TAX

State sales tax must not be included in the RFP.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the RFP. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID RFP TIME FRAME

The City may hold RFPs 60 days after RFP opening without taking action. BIDDERS shall be required to hold their RFPs firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all RFPs, and to waive any or all formalities or

INSTRUCTIONS TO BIDDERS (Continued):

technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

Bidder shall carefully examine the RFP forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from RFP forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

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

SYNONYM

Where in this RFP package ITEMS OR SERVICES is used its meaning shall refer to the **2016-009 CITY GUEST WIFI SOLUTION** as specified.

ASSIGNMENT

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

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for RFPs shall be directed to the designated individuals as outlined in the Request for RFPs. Such interpretations, which may affect the

INSTRUCTIONS TO BIDDERS (Continued):

eventual outcome of this request for RFPs, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

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

BIDDER'S EMPLOYEES

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF RFP

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any RFP, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or

INSTRUCTIONS TO BIDDERS (Continued):

agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

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

BID BOND REQUIREMENTS

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

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

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

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

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

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

INSTRUCTIONS TO BIDDERS (Continued):

DOCUMENTS:

- A. Bidding Documents may be downloaded from the City of Edinburg web page address: www.cityofedinburg.com. Bidders may print the RFP document at bidder's expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.

EXAMINATION:

- A. Bidders shall carefully examine the RFP Documents and the City site locations for project to familiarize themselves with existing local conditions under which the Work is to be performed.
- B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a RFP shall constitute acceptance, by the Bidder, of existing site conditions as a part of the requirements for this work.

INTERPRETATION OF RFP DOCUMENTS:

- A. Bidders shall promptly notify the City of Edinburg Purchasing Department, Lorena Fuentes, Purchasing Agent, 956-388-1895 of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.
- B. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Bidders in the form of an Addenda.

INSTRUCTIONS TO BIDDERS (Continued):

- C. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

BASIS OF RFPS:

- A. RFPS shall be on a lump sum basis and shall include all costs for this Project as described and indicated by the Contract Documents. Basis for Bidding shall be on brands, materials, processes, products, persons or organizations, etc., indicated in the Contract Documents.
- B. RFPS shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

MODIFICATION OR WITHDRAWAL OF RFP:

- A. A RFP may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of RFPS, unless the award of Contract has been delayed more than sixty (60) days.
- B. Prior to the time and date designated for receipt of RFPS, RFPS submitted early may be modified or withdrawn only by notice to the party receiving RFPS at the place and prior to the time designated for receipt of RFPS.
- C. Modification of RFPS shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time

set for receipt of RFPs; it shall be so worded as not to reveal the amount of the original RFP.

- D. Withdrawn RFPs may be resubmitted up to the time designated for the receipt of RFPs provided that they are then fully in conformance with these Instructions to Bidders.
- E. Bid security shall be in an amount sufficient for the RFP as modified or resubmitted.

LOCATION AND ACCESS TO PREMISES:

- A. The project site location: ***Refer to map layout.***
- B. The Proposer selected shall be granted access by City IT staff to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill his contract. He shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

STATE SALES TAX:

- A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

SECTION I. **GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms (hereinafter referred to as "GUEST WIFI SOLUTION") with an interest in contracting to provide installation and programming of a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS as designated in the RFP.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

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

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

SECTION II
RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional company to install and program a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS. The project includes installing and programming wireless radios and access points at City Hall and City Parks, as designated, in order to provide guest internet access.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and two (2) copies** of the RFP shall be submitted to the address on the cover letter. Letter of Intent from Surety Company to provide Payment and Performance Bonds shall also be required from the proposer as part of RFP.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.
- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s); with a minimum of 5 years' experience of installation of a GUEST WIFI SOLUTION for municipalities or organizations of the same size and specifications.

a) Qualifications:

- i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
- ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
- iii) Describe GUEST WIFI SOLUTION, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

b) Experience:

- i) Provide the following information for GUEST WIFI SOLUTION (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)
- ii) Number of years of experience installing GUEST WIFI SOLUTION.
- iii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.
- iv) Specific experience with public entity clients, especially large municipalities. If company submitting proposal for GUEST WIFI SOLUTION has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.
- v) If company submitting proposal for GUEST WIFI SOLUTION is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.
- vi) Provide the following information for key personnel to be assigned to this project:
 - (1) Total years' experience.
 - (2) Primary work assignment for the projects outlined in this RFP.
 - (3) Relevant experience with projects of similar size and scope.

c) Previous Project Performance:

- i) Provide evidence of satisfactory performance on past projects
- ii) List past assignments over the past five (5) years
- iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
- iv) Provide five recent references who may be contacted for GUEST WIFI SOLUTION performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

d) Quality of Service:

- i) Company submitting proposal for GUEST WIFI SOLUTION – Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
- ii) Describe company submitting proposal for GUEST WIFI SOLUTION policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
- iii) If company submitting proposal for GUEST WIFI SOLUTION has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

- 3) **Proposal Pricing/Delivery** - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project.
- 4) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
- 5) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

SECTION III SCOPE OF SERVICES

Summary

This RFP is to solicit proposals from vendors who can provide the required GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS as designated. The project includes installing and programming wireless radios and access points at City Hall and City Parks, as designated, in order to provide guest internet access. This project will be "Phase One" of a possible "Phase Two" project. The City of Edinburg currently utilizes a separate internet service to provide Guest Internet access at the City Hall location only. This project will consist of incorporating city parks, Splash Pad Park – 402 S. Veterans Blvd, Municipal Park – 714 Raul Longoria Road, Memorial Park – 1212 E. Sprague and South Park – 315 E. Palm Drive. GUEST WIFI SOLUTION proposed must meet the requirements as indicated **or Comparable Equivalent to** in the specifications list in Appendix A. All equipment listed in Appendix A is for reference only. All bidders can propose equipment based on their best design capabilities. Equipment proposed for home use will not be accepted. All proposed equipment must meet industry standards and must meet City's requirements.

Project Goals/Objectives

The GUEST WIFI SOLUTION project consists of providing Guest WiFi Internet access at City Hall and City Park locations as designated in this Request for Proposal. The standalone Guest Internet service currently in use is located at City Hall – 415 W. University Drive. There are currently 4 wireless access points located in City Hall that are providing Guest WiFi access. These 4 wireless access points will be replaced as part of the project in order to provide ample coverage for City Hall, Courtyard and Auditorium locations.

For City Park locations, wireless access points and network equipment will be required as such:

- **Municipal Park**
There will be Four Wireless Access Points needed. Two of the APs will mount to scoreboards at the baseball fields which will have an enclosure and 110 power installed in the enclosure provided by the City prior to installation. The third AP will be installed on the field house near the City World Birding Center and the fourth AP will be installed at the pavilion. Each AP will connect back to a central point in the park on one of the pavilions. There will need to be a Point to Multipoint wireless system to support the connection of the four APs to the pavilion. A backhaul solution will need to be installed from the pavilion to the South Water Tank. This location will require an outdoor switch to connect all the devices.
- **Splash Pad Park**
There will be One Wireless Access Point at this location along with a wireless connection back to the South Water Tank. The AP will be mounted to the concession stand located at the park. Any necessary switch equipment will need to be included in the proposal. The City will provide room in one of the electrical rooms for the equipment and 110 power.
- **Memorial Park**
There will be One Wireless Access Point at this location along with a wireless connection back to the South Water Tank. This AP will be mounted to the concession stand located at the park. Any necessary switch equipment will need to be included in the proposal. The City will provide room in one of the electrical rooms for the equipment and 110 power.
- **South Park**
There will be One Wireless Access Point located at this location which can be mounted about 30 to 40 feet on one of the South Water Tank legs and cabled back to the data building at the base of the tank. The radius of the WiFi signal should be strong enough to provide coverage for the Park and Pool areas.

As mentioned in the Project Summary, the initial setup will be “Phase One” of a possible “Phase Two” project depending on how much Guest WiFi usage is being utilized at each location. Therefore, proposal submitted will have to provide capability for future growth. Phase 2 may also include the addition of additional City parks.

Current City WAN equipment may be utilized as part of the project; however, the GUEST WIFI SOLUTION must remain physically separated from the City Wide Area Network (WAN) in order to maintain the security and integrity of the City network.

The GUEST WIFI SOLUTION must also include the following:

- Outdoor Access Points that are capable of the new AC wireless standard
- Access Points should provide coverage of approximately 600 foot radius or better and allow service to approximately 150 users per access point
- Access points will need to operate in a mesh environment so that access points do not interfere with each other
- Minimum of a 100MB backbone
- Will operate off of the City’s South water tank
- From the South water tank, the GUEST WIFI SOLUTION will connect back to City Hall
- At City Hall, there will be a gateway to manage the GUEST WIFI SOLUTION and provide complete management of user and content access
- Management of solution must allow the City to designate bandwidth utilization for each user that connects to the Guest WiFi Solution
- Must be built on using the 5GHz spectrum
- Use of City property such as poles or building structures
- Configuration of all network equipment and documentation
- Install and configure the management device and document process
- Install all hardware on the South water tank or tower structure
- Install all cables and switches needed at each location
- Install all wireless equipment at City Hall and each City park location as designated
- Install Point to Point or Point to Multipoint devices for connectivity from City Parks to the South Water Tank and from South Water Tank to City Hall
- Ongoing management of the network provided by selected proposer. An annual service maintenance agreement will be require.

The City is currently utilizing both North and South water tanks for its current City Wide Area Network (WAN). There are currently EIGHT City office locations that are connecting from the site location to the South water tank and to City Hall for City network access. These EIGHT locations will be taken off the current wireless solution and be connected via fiber to the City Parks and Recreation facility. The use of outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors is requested. The requested fiber will need to be installed from the South water tank base structure in a City provided conduit into the Parks and Recreation facility. Proposer will provide necessary switch to connect the EIGHT City locations to the Parks and Recreation facility network switch in the designated MDF room. All IP address schemes for all City locations must stay intact and any necessary programming must be performed by the selected proposer. The current Point to Point wireless devices used for the EIGHT City locations will need to be replaced in order to provide GUEST WIFI connectivity for all City park locations at required throughput. 1.) Point to Point or Point to Multipoint devices for each park location to the South Water Tank, 2.) Point to Point devices from the South Water Tank to City Hall, and 3.) All necessary switches are to be proposed at the proposer’s discretion.

The Proposer shall provide a proposal for equipment to provide a GUEST WIFI SOLUTION FOR CITY HALL AND CITY PARKS or Comparable Equivalent to as referenced in Appendix A. All equipment listed in Appendix A is for reference only. All bidders can propose equipment based on their best design capabilities. Equipment proposed for home use will not be accepted. All proposed equipment must meet industry standards and must meet City's requirements.

SECTION IV
SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

PROPOSAL RANKING: A selection committee will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the committee will make a recommendation to the CITY Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and two (2) copies of RFPs should be submitted to:

City of Edinburg
c/o City Secretary
415 West University
P.O. Box 1079
Edinburg, Texas 78541

RFPs must be submitted by **no later than** 3:00 p.m. on Monday, February 15, 2016

SECTION V
GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, THE CITY obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and

will be treated as confidential by THE CITY.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or completion schedules, or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and three (2) copies.**

SECTION VI
FIRM and RFP EVALUATION

RFP – EVALUATION: The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. Only RFP's ranked in the top 15 percentile will continue to the next evaluation stage. The submittal evaluation will be based on the following criteria.

30% Proposer's itemized and total proposed price

Total estimated cost for based bid given

20% Proposer's qualifications/experience/references

Financial stability

Demonstrated prior experience in providing similar services.

Proposal's compatibility with The CITY's stated purpose

20% The proposed service meeting The CITY's needs and requirements and support.

Capability to provide responsive professional service

Capability to provide off-site support and adequate on-site supervision

Adequate training provisions

Demonstrated ability to fully meet the needs of The CITY of Edinburg

Adherence to requirements of RFP

30% GUEST WIFI SOLUTION proposed

FIRM – EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

STAFFING OF PROJECT TEAM: The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix.

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES: The provider shall designate experienced staff to completely and efficiently perform the work. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

METHODOLOGY: The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

UNDERSTANDING OF PROJECT/SIMILAR PROJECTS: The proposal shall include the following:

1. Demonstrate an understanding of the scope of services
2. Address appropriate Federal/State/Local regulations and policies
3. Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, The CITY, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VII
AWARD OF CONTRACT, RESERVATION OF RIGHTS

Number of Contracts: THE CITY reserves the right to award one, more than one or no contract(s) in response to this RFP.

Advantageous Contract: The Contract, if awarded, will be awarded to the company submitting proposal for GUEST WIFI SOLUTION whose Submittal(s) is/are deemed most advantageous to THE CITY, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the CITY Council.

Final Selection and The CITY Council Approval: THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for GUEST WIFI SOLUTION is subject to THE CITY Council approval.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs: This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity: If selected, company submitting proposal for GUEST WIFI SOLUTION will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor: The company submitting proposal for GUEST WIFI SOLUTION agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for GUEST WIFI SOLUTION actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed: Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for GUEST WIFI SOLUTION through individual Purchase Orders.

ATTACHMENT I

RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>Score</u>
1. Proposer's itemized and total proposed price Total estimated cost for based bid given	0-30	(30)	= ()
2. Proposer's qualifications/experience/references Financial stability Demonstrated prior experience in providing similar services. Proposal's compatibility with The CITY's stated purpose	0-20	(20)	= ()
3. The proposed service meeting The CITY's needs and requirements and support. Capability to provide responsive professional service Capability to provide off-site support and adequate on-site supervision Adequate training provisions Demonstrated ability to fully meet the needs of The CITY of Edinburg Adherence to requirements of RFP	0-20	(20)	= ()
4. GUEST WIFI SOLUTION proposed	0-30	(30)	= ()
Total		100%	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

ATTACHMENT II

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

- 1 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
- 1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.
- 1 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 1 A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;
- 1 Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured shall be submitted to The CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to The CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to The CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT III

Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.)

- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT IV

**Project Requirements
Acknowledgement**

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____	_____
Authorized Signature	Date

Company	

Address	

City, State, Zip	

ATTACHMENT V

LITIGATION DISCLOSURE FORM

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

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

Circle One YES NO

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

Circle One YES NO

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

Circle One YES NO

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

ATTACHMENT VI

**COMPANY PROVIDING PROPOSAL FOR GUEST WIFI SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: _____
(Full, correct legal name)
- 2 Address: _____

- 3. Telephone/Fax: _____
- 4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No ___
- 5. Is your Company authorized and/or licensed to do business in Texas?
Yes ___ No ___
- 6. Where is the Company's corporate headquarters located? _____
- 7. a. Does the Company have an office located in Edinburg, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____
- 8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes ___ No ___

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

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

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

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

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for GUEST WIFI SOLUTION ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for GUEST WIFI SOLUTION Qualification General Questionnaire (Attachment VI in RFP)	
Tab C – *Project Requirements Acknowledgement (Attachment IV in RFP)	
Tab D – Litigation Disclosure (Attachment V in RFP)	
Tab E – Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	
Tab F – *Insurance Requirement Acknowledgement (Attachment III in RFP)	
Tab G – Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Section II in RFP Requirements	
Tab H – Submittal Checklist (Attachment VII in RFP)	
1 Original* and 2 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

Appendix A

The GUEST WIFI SOLUTION project consists of providing Guest WiFi Internet access at City Hall and City Park locations as designated in this Request for Proposal. The standalone Guest Internet service currently in use is located at City Hall – 415 W. University Drive. There are currently 4 wireless access points located in City Hall that are providing Guest WiFi access. These 4 wireless access points will be replaced as part of the project in order to provide ample coverage for City Hall, Courtyard and Auditorium locations. The Proposer shall provide a proposal for **GUEST WIFI SOLUTION or Comparable Equivalent to** as listed in Appendix A. Detailed item pricing is required as part of RFP.

Location	Description	Quantity	ListPrice	Extended ListPrice	Selling Price
City Hall	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4			
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
	Controller Based Management system for all APs	1			
	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To connect to South Water Tank for Guest WiFi Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				

	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
South Water Tank/South Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To connect to City Hall for Guest WiFi Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Cambium networks PMP 450	1			
	<ul style="list-style-type: none"> To connect to 4 City Park Sites 				
	<ul style="list-style-type: none"> Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 7, 10, or 20 MHz channels 				
	<ul style="list-style-type: none"> Configuration – Available in PTP and PMP modules 				
	<ul style="list-style-type: none"> Throughput – 125 Mbps 				
	<ul style="list-style-type: none"> Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM 				

	<ul style="list-style-type: none"> Security 128-bit AES 				
	<ul style="list-style-type: none"> Latency – 3 – 5 ms 				
	<ul style="list-style-type: none"> Synchronization – GPS Synchronization for scalability 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted at base of South Water Tank to provide Guest WiFi access for South Park 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	2			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
	<ul style="list-style-type: none"> Switch 1 – to provide connectivity for 8 city locations via fiber to the Parks and Recreation Facility 				
	<ul style="list-style-type: none"> Switch 2 – to provide connectivity for City Park locations Guest WiFi access to the PTP Backhaul to City Hall 				
	Outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors	510 ft.			
	<ul style="list-style-type: none"> To provide connectivity for 8 city locations into the Parks and Recreation network in MDF 				
	<ul style="list-style-type: none"> Take 8 City office locations off of the current City WAN and connect to fiber into Parks and Recreation facility 				
Splash Pad Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 				

	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted to concession stand 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Municipal Park	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4			

	<ul style="list-style-type: none"> • AP-1 mounted to scoreboard 1 • AP-2 mounted to scoreboard 2 • AP-3 mounted to field house • AP-4 mounted to pavilion 				
	<ul style="list-style-type: none"> • 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> • 802.11 ac Modulation 				
	<ul style="list-style-type: none"> • Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> • 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				
	<ul style="list-style-type: none"> • VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> • Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> • 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> • Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> • Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> • Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> • Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	Cambium networks PMP 450	1			
	<ul style="list-style-type: none"> • To support 4 APs 				
	<ul style="list-style-type: none"> • Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz 				
	<ul style="list-style-type: none"> • Flexible channel width – 5, 7, 10, or 20 MHz channels 				
	<ul style="list-style-type: none"> • Configuration – Available in PTP and PMP modules 				
	<ul style="list-style-type: none"> • Throughput – 125 Mbps 				
	<ul style="list-style-type: none"> • Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM 				
	<ul style="list-style-type: none"> • Security 128-bit AES 				
	<ul style="list-style-type: none"> • Latency – 3 – 5 ms 				
	<ul style="list-style-type: none"> • Synchronization – GPS Synchronization for scalability 				
	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> • To be mounted to Pavilion to connect to South Water Tank PMP Backhaul 				
	<ul style="list-style-type: none"> • Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> • Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> • Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> • Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> • Modulation – 256 QAM, Fast Adaptive Modulation 				

	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Memorial Park	Cambium Networks PTP 650	1			
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 				
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 				
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 				
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 				
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 				
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 				
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 				
	<ul style="list-style-type: none"> Latency – 1 -3 ms 				
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 				
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 				
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1			
	<ul style="list-style-type: none"> To be mounted to concession stand 				
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 				
	<ul style="list-style-type: none"> 802.11 ac Modulation 				
	<ul style="list-style-type: none"> Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 				
	<ul style="list-style-type: none"> 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio 				

	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support 				
	<ul style="list-style-type: none"> Wall Mounted/Pole Mounted 				
	<ul style="list-style-type: none"> 4x N-type jack Antenna connections for external antennas 				
	<ul style="list-style-type: none"> Autosensing 10/100/1000 Base-T Ethernet PoE 				
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 				
	<ul style="list-style-type: none"> Power Options – 802.3at Power over Ethernet 				
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 				
	WS-C3560CX-8PC-S	1			
	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet Ports 				
	<ul style="list-style-type: none"> 2 x 1 GE SFP 				
	<ul style="list-style-type: none"> 2 x 1 GE copper 				
	<ul style="list-style-type: none"> IP base (IP services with RTU license) 				
Installation and Programming Services					



REQUEST FOR PROPOSAL
ADDENDUM NUMBER ONE (1)

DATE: FEBRUARY 9, 2016
RE: RFP #2016-009 – CITY GUEST WIFI SOLUTION
OWNER: CITY OF EDINBURG
TO: HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

The following changes shall become part of the Request for Proposals for **RFP #2016-009- CITY GUEST WIFI SOLUTION.**

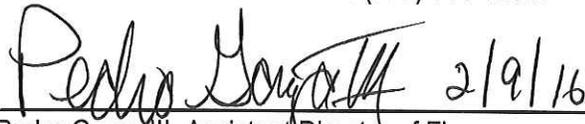
CHANGE: RFP OPENING DATE FROM FEBRUARY 15, 2016 @ 3:00 P.M. TO FEBRUARY 29, 2016 @ 3:00 P.M.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MR. PEDRO GARZA III, ASSISTANT DIRECTOR OF FINANCE AT (956) 383-7111 OR VIA EMAIL TO pgarza@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR PROPOSAL.

NAME: _____ TITLE: _____

COMPANY: _____

If you have any questions or require additional information, do not hesitate to contact Mr. Pedro Garza III, Assistant Director of Finance at (956) 388-1895.


Pedro Garza III, Assistant Director of Finance



true *ip* solutions
Tomorrow's IP Solutions, Today!

P.O. Box 2206, Clinton, NC 28329
910-249-4255, Fax: 888-990-0408

February 22, 2016

Attention: Leo Gonzales
City of Edinburg
Edinburg, TX 78539

Reference: RFP 2016-009 City Guest Wi-Fi Project

Mr. Gonzales:

We would like to thank the city for the opportunity to provide a proposal on the proposed City Guest Wi-Fi network. After review of the information provided by the city, we have enclosed our quotation. We feel we are well qualified to perform the work necessary to ensure a smooth transition as you move your existing network and rollout the new guest network.

True IP Solutions, LLC (TIPS) was founded to provide a fresh and flexible approach to technological solutions afforded by all sizes of organizations. Our background is in large IP based networks with core knowledge of design and operations of large cable and telecom companies. We have extensive practice in building our clients sophisticated solutions for their technological needs. The TIPS team provides industry leading services and solutions to fulfill the growing needs of our customers.

If you have any questions or need additional information, please let us know. We can be reached at 855-878-8477 or by email at sales@trueipsolutions.com.

Respectfully,



Michael Steed
True IP Solutions LLC

THE CITY OF EDINBURG

REQUEST FOR PROPOSAL ADDENDUM NUMBER ONE (1)

DATE: FEBRUARY 9, 2016
RE: RFP #2016-009 – CITY GUEST WIFI SOLUTION
OWNER: CITY OF EDINBURG
TO: HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

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NAME: Michael Steed TITLE: Owner
COMPANY: True IP Solutions LLC

If you have any questions or require additional information, do not hesitate to contact Mr. Pedro Garza III, Assistant Director of Finance at (956) 388-1895.

Pedro Garza III 2/9/16
Pedro Garza III, Assistant Director of Finance



ATTACHMENT VI

COMPANY PROVIDING PROPOSAL FOR GUEST WIFI SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: True IP Solutions, LLC
(Full, correct legal name)
- 2 Address: PO Box 2206 Clinton, NC 28329
3. Telephone/Fax: 910-249-4255
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No X
5. Is your Company authorized and/or licensed to do business in Texas?
Yes X No ___
6. Where is the Company's corporate headquarters located? Clinton, North Carolina
7. a. Does the Company have an office located in Edinburg, Texas?
Yes ___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
___ (years) ___ (months)
- c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes ___ No X
- b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
___ (years) ___ (months)
- c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Micheal Steed
Address: PO Box 2209 Clinton, NC 28329
Telephone: 855-878-8477
Fax: 888-990-0408
Email: msteed@trueipsolutions.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

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

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

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

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHMENT IV

Project Requirements
Acknowledgement

This is to certify that I, Michael Stead possess all of the APPLICABLE:

- 1. Licenses: Not required
- 2. Bonds: see attached ck for bid bond
- 3. Certificates: _____
- 4. Permits: Not required
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Michael Stead
Authorized Signature
True IP Solutions LLC
Company
PO Box 2206
Address
Clinton, NC 28329
City, State, Zip

2/23/16
Date

ATTACHMENT V

LITIGATION DISCLOSURE FORM

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

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

Circle One YES NO

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

Circle One YES NO

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

Circle One YES NO

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

ATTACHMENT III

Insurance Requirement Acknowledgement

I, Michael Steed, authorized representative for True IP Solutions, LLC,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.)
- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

Have already been met (see attached copy of insurance certificate).

Michael Steed
Authorized Representative

2/23/2014
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKAMY TEX INSURANCE INC 1940 HOBBDON HWY CLINTON NC 28328	CONTACT NAME:	PHONE (A/C, No, Ext): 910-592-4700	FAX (A/C, No): 910-592-6464	
	E-MAIL ADDRESS: MIAL@LOCKAMYTEK.COM			
INSURED TRUE IP SOLUTION INC PO BOX 2206 CLINTON NC 28328-2206	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : AUTO OWNERS INSURANCE			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			35376437	02/10/2016	02/10/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						MED EXP (Any one person) \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PERSONAL & ADV INJURY \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF EDINBURG PEDRO GARZA 315 W UNIVERSITY DRIVE EDINBURG, TX 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockamy TEK Ins Agency Inc PO Box 67 Clinton NC 28329	CONTACT NAME: Berkley Assigned Risk Services	
		PHONE (A/C. No. Ext): (888) 548-7431 FAX (A/C. No.): (866) 215-8118 E-MAIL ADDRESS: PolicyServices@berkleyrisk.com	
INSURED	TRUE IP SOLUTIONS LLC P O BOX 2206 CLINTON NC 28329	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Riverport Insurance Co	36684
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	AUTOMOBILE LIABILITY						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	NCARP304148	1/8/2016	1/8/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000.00 E.L. DISEASE - EA EMPLOYEE \$ 1000000.00 E.L. DISEASE - POLICY LIMIT \$ 1000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Election Category Election Status Name Issue State: All Entities/Insureds:
Officer Exclude MICHAEL STEED NC TRUE IP SOLUTIONS LLC

CERTIFICATE HOLDER**CANCELLATION**

Pedro Garza City of Edinburg 415 W University Drive Edinburg TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



P.O. Box 2206, Clinton, NC 28329
910-249-4255, Fax: 888-990-0408

February 22, 2016

Attention: Leo Gonzales
City of Edinburg
PO Box 1079
Edinburg, TX 78539

Reference: RFP# 2016-009 City Guest Wi-Fi Project Summary

Mr. Gonzales:

Thank you for the opportunity to provide the city with a proposal for the proposed new City Guest Wi-Fi network. Based upon the information provided at the pre-bid meeting and our existing knowledge of your current wireless infrastructure, below is our understanding of the project. All equipment provided and a cost analysis is displayed in Appendix A.

Project Scope: The project is to create a City Guest Wi-Fi network at designated locations around the city. This network will operate totally separately from the city's existing wired and wireless networks. The new network must not cause RF conflicts to the existing wireless network. The work will include, but is not limited to, the following items:

- Design and install a city guest network with a minimum of a 100MB backbone at the designated locations identified by the city.
- Install fiber optic cable between the south water tank and the MDF in the new recreation building.
- Configure and install all necessary equipment and cabling based upon industry standards.
- The guest network will connect to city hall from the south water tank.
- The park networks will operate off of the south water tank.
- At city hall, a gateway will be installed to manage the guest network, providing complete management of users, content access, and basic web filtering of content.
- The management device will interface into the city-provided Internet connection.

All work will be done in compliance with IEEE and NEC standards.

If you have any questions or need additional information, please let us know. We can be reached at 855-878-8477 or by email at sales@trueipsolutions.com.

Respectfully,

A handwritten signature in black ink that reads "Michael Steed". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Michael Steed

True IP Solutions LLC



P.O. Box 2206, Clinton, NC 28329
910-249-4255, Fax: 888-990-0408

February 22, 2016

Attention: Leo Gonzales
City of Edinburg
PO Box 1079
Edinburg, TX 78539

Reference: RFP 2016-009 City Guest Wi-Fi Project

Mr. Gonzales:

In reference to my recent visit and the information provided by the city at the pre-bid meeting, below is our understanding of the project, the scope of work, and a statement of compliance to engineer and install a City Guest Wi-Fi network at select locations. All products outlined meet or exceed the requirements put forth by the city in this RFP. This scope of work includes but is not limited to:

Project Goals: Create a Public Guest Wi-Fi network at designated locations around the city

- Design and deploy a city guest network with a minimum of a 100MB backbone between the south water tank and city hall. The guest network will connect back to city hall where the Internet feed is located.
- Install fiber between the south water tank and the new recreation building. This will include migrating the existing city wireless network over to the new fiber connection. The guest network will operate independently of the city's current wired or wireless infrastructure. The network will operate off of the south water tank. At city hall, there will be a switch and access management gateway. This will allow for the management of the guest network and provide complete management of user and content access. We have attached PDFs for the equipment we plan to install.

Outlined below is the estimated scope of work to be performed. The installation would need to include, but is not limited to, the following:

- A. Network design approval from the city.
- B. Coordinating with city personnel for the installation of all conduit and enclosures outlined in the RFP.

- C. Configuration of the network equipment and documentation.
- D. Install and configure the management device and document processes.
- E. Install fiber optic cable, terminate, and migrate current city wireless network to new connection.
- F. Install all hardware on the water tank or tower structure.
- G. Install all cables, switches, and devices as needed at each location.
- H. Install all wireless equipment at each park location around the city and at city hall.
- I. Test the network and receive approval from necessary city personnel.
- J. Ongoing management of the network.

Network Backhaul Specifications from Park locations to south Water Tank

We have selected the 3.5 GHz spectrum to connect the water tank back to the remote park locations. This will ensure there is no interference with the city's current 5GHz wireless network. This spectrum requires an FCC lite license which will be provided upon completion of the network. There are no annual licensing fees associated with this spectrum. The estimated bandwidth of the network will be 150+MB. The system will be engineered using a point-to-multipoint solution from the tank to the parks.

Backhaul from the south Water Tank to City Hall

We will install a new multi-mode fiber optic connection for the city's private data from the south tank data building to the new building adjacent to the tank. This will be a six-strand outdoor shielded cable. The fiber will be terminated on each end with ST or SC connectors, based upon the city's preference. We would recommend a minimum of a 2" PVC conduit buried at least 18" deep. The conduit must have sweeping 90 degree elbows only underground. The penetration of each building can be done with an LB or a box. This will allow the use of the current wireless link used by the city for the city's private network. The current city hall link will be upgraded to a new 5GHz radio on each side to ensure that bandwidth requirements are met. Space inside of the data building at the base of the south water tank will be required. All wireless radios will have the proper lightning protection along with a UPS system for electrical surge protection.

Access Points and Installation Guidelines

We plan to install an access point manufactured by Ubiquiti that provides the new AC wireless standard at all locations. All outdoor locations will receive outdoor APs. At city hall we will use an indoor model of the same AP. The unit will provide coverage in approximately a 600-foot radius of the AP or better and allow service to approximately 150 users per AP. The APs will operate in a mesh environment so that APs do not interfere with each other. The system will be capable of providing service to multiple SSID. The system comes with a server-based software platform for management of all the APs on the network, which is included. This software can be installed on a PC or server at city hall for monitoring by city personnel if needed. We will provide training on the software and ongoing support.

Installation per location

City Hall

We will replace the four current Cisco access points with the new Ubiquiti APs. New cabling will be installed where necessary. All work will be done at a time and manner so that no disruption is caused to the city's daily operations. All APs will connect to a switch installed inside of the city hall data center and will operate totally independent of the city's current network.

Municipal Park

There will be four APs needed at the Municipal Park location. Two of the APs will mount to scoreboards at the ball fields. The AP will attach to the city owned light pole structure and conduit will be installed for the cable between a box located on the back of the score board, which will have an enclosure and 110V power installed in the enclosure by the city prior to the AP installation. One AP will be installed on the field house at the fields near the bird center, and one AP will be installed at the pavilion. Each AP will connect back to a central point in the park on one of the pavilions. There will need to be a point-to-multipoint wireless system to support the connections of the four APs to the pavilion. A backhaul solution will need to be installed from the pavilion to the south water tank. This location will require an outdoor switch to connect all the devices.

Splash Pad Park

There will be one AP at this location with a wireless connection back to the south water tank. The AP will be mounted to the concession stand located at the park. The city will provide room in one of the electrical rooms for the equipment and 110V electrical access.

Memorial Park

There will be one AP at this location with a wireless connection back to the south water tank. This AP will be mounted to the concession stand located at the park. The city will provide room in one of the electrical rooms for the equipment and 110V electrical access.

Boys & Girls Club Pool Area

This AP can be located at the south water tank. It will be mounted about 30 to 40 feet up the tank leg and cabled back to the data building at the tank.

This information does not include any, permits, electrical work, or enclosures that will be provided by the city.

Network Management and Support

We included remote monitoring and management of the network 24/7/365 by our network operations center for the 1st year at no charge. We are alerted if a problem exists and will respond as necessary. If awarded the project,

we will incorporate a site visit each year into the city's current annual wireless maintenance to reduce ongoing operational cost to the city. We estimate this cost to be an additional \$1500.

The total cost of this project including parts, labor, and travel expenses will be \$39,516.98.

If you have any questions or need additional information, please let us know. We can be reached at 855-878-8477 or by email at sales@trueipsolutions.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Steed". The signature is fluid and cursive, with a large, stylized initial "M".

Michael Steed

True IP Solutions LLC

Appendix A

Below is a breakdown of the items that will be needed to complete the installation of the Guest Wi-Fi network, along with the associated cost per item.

Location	Description	Quantity	List Price	Extended List Price	Selling Price
City Hall	Ubiquiti UAP-AC Access Point	4	\$ 550.00	\$ 550.00	\$ 2,200.00
	MM Transceivers	4	\$ 135.00	\$ 135.00	\$ 540.00
	Ubiquiti 8-port PoE Switch	1	\$ 235.29	\$ 235.29	\$ 235.29
	Web Management Appliance	1	\$ 3,588.25	\$ 3,588.25	\$ 3,588.25
	Ubiquiti 5GHz Backhaul Radio	1	\$ 410.00	\$ 410.00	\$ 410.00
South Water Tank	Ubiquiti 8-port PoE Switch	2	\$ 235.29	\$ 235.29	\$ 470.58
	GB MM Transceiver	2	\$ 235.29	\$ 235.29	\$ 470.58
	Outdoor Shielded MM Fiber	525	\$ 2.35	\$ 2.35	\$ 1,233.75
	Fiber Termination Parts	2	\$ 375.00	\$ 375.00	\$ 750.00
	Ubiquiti UAP-AC Access Point	1	\$ 575.00	\$ 575.00	\$ 575.00
	Ubiquiti 5GHz Backhaul Radio	1	\$ 410.00	\$ 410.00	\$ 410.00
	Ubiquiti 3.65GHz AP & Antenna	1	\$ 588.24	\$ 288.28	\$ 588.24
Municipal Park	Ubiquiti UAP-AC Access Point	4	\$ 550.00	\$ 550.00	\$ 2,200.00
	Ubiquiti 3.65GHz Radio	1	\$ 195.00	\$ 195.00	\$ 195.00
	Ubiquiti 5GHz AP & Antenna	1	\$ 525.00	\$ 525.00	\$ 525.00
	Ubiquiti 8-port PoE Switch	1	\$ 235.29	\$ 235.29	\$ 235.29
Splash Park	Ubiquiti UAP-AC Access Point	1	\$ 550.00	\$ 550.00	\$ 550.00
	Ubiquiti 3.65GHz Radio	1	\$ 195.00	\$ 195.00	\$ 195.00
Memorial Park					\$ -
	Ubiquiti UAP-AC Access Point	1	\$ 550.00	\$ 550.00	\$ 550.00
	Ubiquiti 3.65GHz Radio	1	\$ 195.00	\$ 195.00	\$ 195.00
	License Fee	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Miscellaneous Parts & Materials	1	\$ 4,200.00		\$ 4,200.00
	Engineering	1	\$ 5,500.00		\$ 5,500.00
	Installation	1	\$ 12,500.00		\$ 12,500.00
					\$ -
	Total Project Cost				\$ 39,516.98



P.O. Box 2206, Clinton, NC 28329
910-249-4255, Fax: 888-990-0408

February 22, 2016

Attention: Leo Gonzales
City of Edinburg
Edinburg, TX 78539

Reference: RFP 2016-009 City Guest Wi-Fi Project Firm Qualifications and Experience

Mr. Gonzales:

Based upon the information provided in your RFP, we would like to provide the following information concerning our qualifications and experience in providing these requested services.

True IP Solutions, LLC (TIPS) was founded to provide a fresh and flexible approach to technological solutions afforded by all sizes of organizations. Our background is in large IP based networks with core knowledge of design and operations of large cable and telecom companies. We have extensive practice in building our clients sophisticated solutions for their technological needs. TIPS provides industry leading services and solutions to fulfill the growing needs of our customers.

The True IP Solutions team has been providing technology solutions including Internet access, network design, integration, VoIP solutions, and network support to enterprise customers across the US for more than 15 years. At TIPS, our in-depth knowledge of systems integration provides a solid foundation to develop information infrastructure. Our team of network engineers and technicians are certified by Cisco and Microsoft and continuously train to improve their knowledge on new network systems and architecture. We have a staff of highly skilled network engineers and operations personnel with years of experience in network operations. We specialize in network security for multi-state networks, as well as WAN and LAN infrastructure, design, and installation. We have experience in wired, fiber, and wireless network design, installation, operation, and support. We also manage several large scale wide area networks for enterprise customers. With our workforce, we are positioned to provide unmatched service, and generally we can have an engineer or technician investigate problems within minutes of notification. Our staff is courteous, and we provide a level of customer service that is second to none. At TIPS, our mission is to provide top notch customer service and support along with innovative technological solutions.

We will have a two or three-man team coming in to do the installation. The team will be led by Michael Steed. We anticipate that it will take approximately five to seven days to complete the project after we arrive onsite. This team will be supported by our support and engineering team located in NC. We currently have six full time engineers and support techs, with a part time staff of eight retired master electrician and telephony engineers.

We currently maintain the wireless network used by the city of Edinburg today. We engineered and built that network in conjunction with Presidio Networks approximately four years ago. This network is comprised of 17 Point-to-Point wireless links that originate off of the north and south water tanks and connect back to city hall.

Experience

We having been building and maintaining all types of networks since 1995. We built and maintained a three county wireless network providing high-speed Internet access to over 500 customers in eastern NC while I was employed by Star Communications. I was Vice President of Complete and Subsidiary Services for Star Telephone Membership Corporation, a rural telephone co-operative in eastern NC. In this role, I managed a staff of over 40 CSR and outside plant personnel. We provided network services, including cable TV and Internet access to over 25,000 customers. I managed over 500 miles of outside plant that included fiber and coax cable over a four county area. I have a background in mechanical engineering for the last 30 plus years and also owned a plastic extrusion manufacturing company for over 23 years in NC. In addition, I own a farm with over 5900 pigs, 50,000 turkeys, and 400 acres of land. We have worked with other municipalities on the implementation of fiber and wireless solutions. We currently provide a fiber network to Pender County Schools in eastern NC, in conjunction with Four County Electric. We installed and maintain a wireless network for WEBB CISD in Bruni, TX to connect two schools located over 10 miles apart. We also provide wireless infrastructure for Smithfield Foods Live Hog Division. We do work across the US for them and other enterprise customers. Our company also provides hosted VoIP in several states to over 5000 extensions.

Quality of Service

If awarded the contract, we would plan to start the project in May of 2016, with an estimated completion time of five to seven days. Our team is trained continuously to ensure we are knowledgeable of the latest technology solutions available. We have never had a job for anyone terminated over my career, with projects ranging from small to multi-million-dollar fiber to home and outside plant expansions.

References

We have listed references of customers we have worked with over the years. We have done a variety of projects for each of these customers using several different technologies.

Chris Rayner	Sampson County Government	910-214-1510	crayner@sampsonnc.com
Ken Buck	Columbus County School	910-648-5168	kbuck@columbus.k12.nc.us
Mario Quintanilla	Presidio Networks	210-245-3820	mquintanilla@presido.com
Dan Murph	Smithfield Foods	910-293-5302	danmurph@smithfield.com
Chris Shupe	Inviacom Networks	704-927-6094	chriss@inviacom.com

If you have any questions or need additional information, please let me know. We can be reached at 855-878-8477 or by email at sales@trueipsolutions.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Steed". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Michael Steed

True IP Solutions LLC



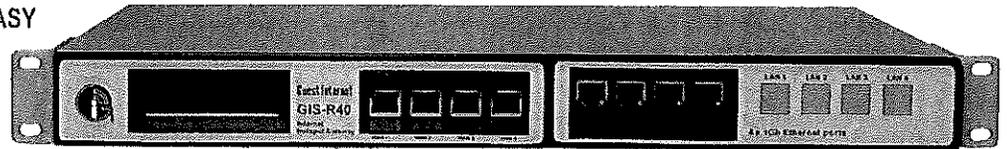
Guest Internet

WI-FI HOTSPOTS MADE EASY

GIS-R40:

Multi-WAN Hotspot gateway for businesses with up to 1000 users

- ❑ Low cost HSIA gateway
- ❑ Plug and play: easy to use wizard speeds installation
- ❑ Custom login page with client branding; choose from 10 backdrops or create your own design
- ❑ Free access with disclaimer; the legal disclaimer can be edited
- ❑ Controlled access uses codes that are generated and managed on the unit; charge for Internet service or give it free
- ❑ Access code usage reporting to track Internet utilization
- ❑ Credit card billing for WISP applications
- ❑ A firewall protects the business network for PCI DSS compliance
- ❑ Remote configuration
- ❑ QoS overall bandwidth control, with bandwidth settings for each code
- ❑ Content filter blocks access to non-approved websites
- ❑ Blocks file sharing software
- ❑ Timer calendar blocks use
- ❑ Access code API for PoS applications
- ❑ Hotspot user isolation
- ❑ Configuration backup and restore
- ❑ URL and MAC filter
- ❑ Multi-WAN with load balance and fail-over



Any Business can Provide a Great WiFi Hotspot Internet Service for Guests and Visitors Quickly and Economically with the GIS-R40

Limitations of Basic WiFi Hotspots

Many businesses offer free wireless Internet for guests and visitors, or charge for the Internet service. Guests and travelers make reservations based on Internet availability because they have gadgets that use wireless Internet: iPhones®, iPod Touch®, laptop computers, and Blackberries®. However, basic WiFi Hotspots can leave guests and travelers frustrated.

Anyone can use the WiFi Hotspot freely as there is no access control to prevent the neighborhood getting free Internet.

No login page is a lost opportunity to advertise and promote the business and show specials with discount coupons to encourage customer loyalty.

One user downloading a large file can make the service slow for everyone else.

Business computers can be hacked and data stolen via the WiFi Hotspot: PCI DSS regulations require that the Hotspot use a second DSL or firewall to protect the PoS.

Users download illegal files, with risk of a lawsuit as file sharing can be detected. There are no parental controls to block undesirable websites that should not be viewed in public.

The basic Hotspot misses opportunities to improve customer loyalty by using the Hotspot to advertise the business and make promotional offers.

We Make WiFi Hotspots Work Better

We offer a very simple and low cost way to add important features for any WiFi Hotspot. The GIS-R40 has been designed to protect your business from the consequences of data theft, and to give your guests and visitors a great Internet service. Our products make great financial sense: low cost products ensure that you get a fast return on investment.

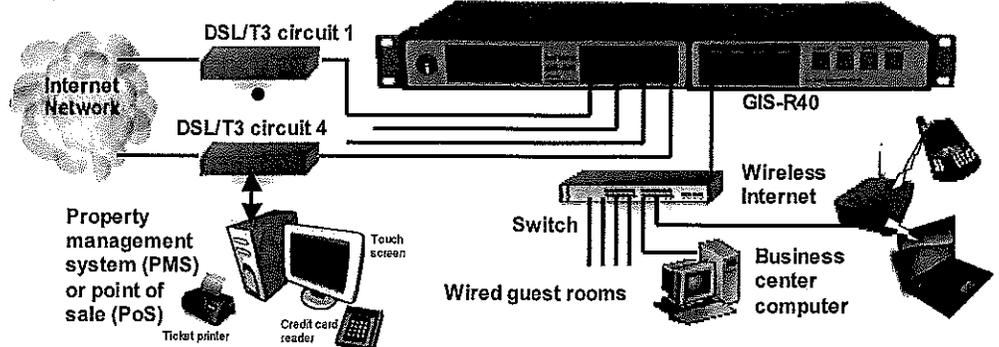
The GIS-R40 has eight Ethernet ports. Four 100Mb ports are dedicated to WAN connections, and four Gbit ports dedicated to four isolated LAN subnets. The port configurations can be changed to have up to seven WAN ports configured.

The GIS-R40 supports up to 1000+ concurrent users. Credit card billing and reporting can be configured for commercial Hotspots.

Hackers are blocked with a firewall that prevents Hotspot users accessing the PoS. The firewall also blocks file sharing preventing potential illegal use of the network. Websites can be blocked with the content filter for family friendly web surfing. Speed control shares bandwidth and prevents guests abusing a shared service.

There are absolutely no other charges, no monthly fees, percentages of credit card sales, or software charges for additional features.

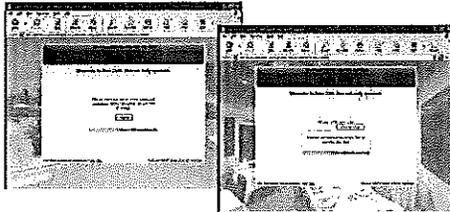
QUAD- WAN load balance with fail-over





Users View

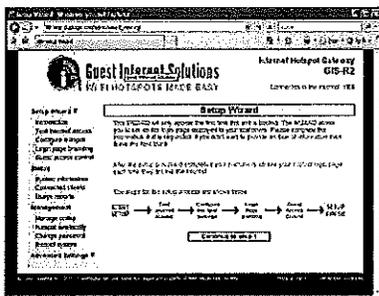
Login page options



Select from menu or customize

Configuration

Setup wizard



The setup wizard is a six-step process completed after installation

Status Screen Messages

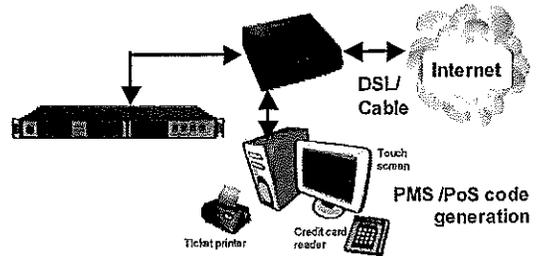
11:15am 07/21/11
Conn users = 145

11:15am 07/21/11
Auth users = 112

11:15am 07/21/11
NO INTERNET!

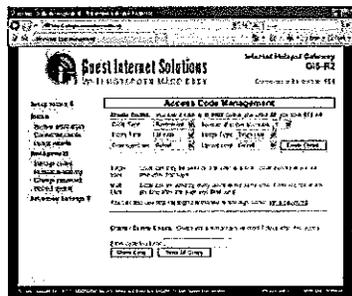
Front panel status display

PoS / PMS Integration



Generate access codes via PoS/PMS

Access code generation



Access codes are generated and managed using a simple display

Advanced Features



Exclusive features that make GIS gateways very powerful tools

GIS-R40 Technical specifications:

GATEWAY FEATURES

- Plug and play with local /remote configuration
- Content filter using OpenDNS
- Download/upload speed control
- Allowed IP and MAC addresses
- Free and controlled Internet access
- Credit card billing and usage reporting
- Timer/calendar to set availability

AUTHENTICATION

- Concurrent clients: 1000+
- Access code database: 10,000

FIREWALL

- Firewall 1 blocks access from LAN to WAN
- Firewall 2 blocks peer-to-peer file sharing
- Firewall 3 port forwarding, remote access

LOGIN PAGE

- Branding via the login page generator
- Ten login pages are preinstalled
- Upload your own background graphic
- Create a custom HTML login page design
- Add custom login page banner advertising
- Disclaimer agreement with built in editor
- Link to business web site home page
- Login page access code generator
- Login code usage reporting
- Create a 'walled garden' using URL bypass
- Library of login page designs available
- Login page simulator on our website
- Optional billing page for CC processing
- Customer data collection application
- Login page backup/restore

MULTI-WAN

- Load balance with default of two Internet circuits. Fail-over when any Internet circuit fails

API FOR PoS/PMS INTERFACE

- PoS /PMS integration for access code management and usage reporting.
- Code fetch/ manage via HTTP

ETHERNET

- WAN1-WAN4 (Internet) RJ-45 10/100
- LAN1, LAN4 (network) RJ-45 Gbit
- LANs are independant sub-nets

OPERATION

- Commercial grade equipment suitable for any business environment

DIMENSIONS AND POWER

- Enclosure: W 17.5" x D 7.5" x H 1.75"
- Rack mount kit included
- 12volt external power supply, 3amps, 110v/220v operation

WARRANTY: 1 year for product defects

Applications for the GIS-R40

- Motel / Hotel
- Music concert
- Theater
- Hospital
- Airport
- Shopping mall
- Student dorms
- Municipal office
- Multi-tenant condo
- University
- Resort
- Trade show

Call 1-800-213-0106 for further information, or see our website: www.guest-internet.com

Guest Internet Solutions, Unit C-12, 6073 NW 167 St., Miami, FL 33015, USA. Part of the Fire4 Systems Group

The maximum number of concurrent users for the GIS-R40 is specified with a backhaul of two 45Mb/sec circuits (T3) and with users sending/receiving emails and viewing web sites. The maximum number of concurrent users will be reduced when the Internet backhaul is slower than the recommended speed, and when the user traffic includes download/upload of large files.

UBIQUITI NETWORKS

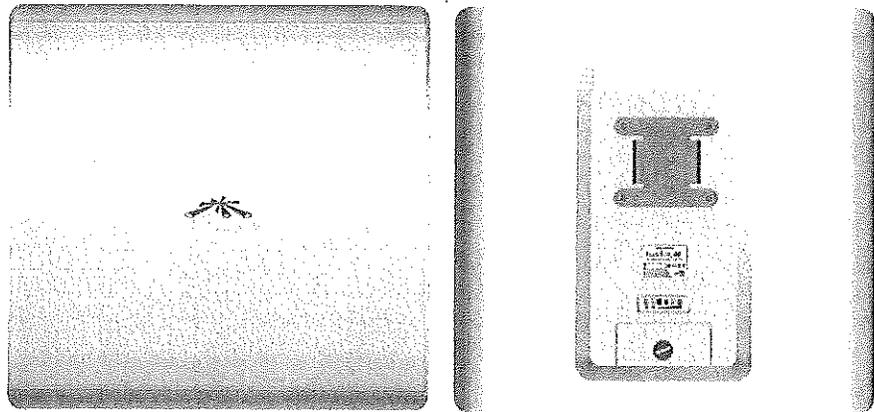
TECHNICAL SPECS/DATASHEET



PowerBridge M5: Carrier Class 5GHz MIMO Bridging Solution

airMAX
MIMO TDMA Protocol

Featuring Super-Efficient
25dBi MIMO Antenna Array



SYSTEM INFORMATION

Processor Specs	Atheros MIPS 24KC, 400MHz
Memory Information	64MB SDRAM, 8MB Flash
Networking Interface	1 X 10/100 BASE-TX (Cat. 5, RJ-45) Ethernet Interface

REGULATORY / COMPLIANCE INFORMATION

Wireless Approvals	FCC Part 15.247, IC RS210, CE
RoHS Compliance	YES

OPERATING FREQUENCY 5470MHz-5825MHz

5GHz TX POWER SPECIFICATIONS				5GHz RX SPECIFICATIONS			
	DataRate	Avg. TX	Tolerance		DataRate	Sensitivity	Tolerance
11a	1-24Mbps	27 dBm	+/-2dB	11a	24Mbps	-83 dBm	+/-2dB
	36Mbps	25 dBm	+/-2dB		36Mbps	-80 dBm	+/-2dB
	48Mbps	23 dBm	+/-2dB		48Mbps	-77 dBm	+/-2dB
	54Mbps	22 dBm	+/-2dB		54Mbps	-75 dBm	+/-2dB
5GHz 11n	MCS0	27 dBm	+/-2dB	5GHz 11n	MCS0	-96 dBm	+/-2dB
	MCS1	27 dBm	+/-2dB		MCS1	-95 dBm	+/-2dB
	MCS2	27 dBm	+/-2dB		MCS2	-92 dBm	+/-2dB
	MCS3	27 dBm	+/-2dB		MCS3	-90 dBm	+/-2dB
	MCS4	26 dBm	+/-2dB		MCS4	-86 dBm	+/-2dB
	MCS5	24 dBm	+/-2dB		MCS5	-83 dBm	+/-2dB
	MCS6	22 dBm	+/-2dB		MCS6	-77 dBm	+/-2dB
	MCS7	21 dBm	+/-2dB		MCS7	-74 dBm	+/-2dB
	MCS8	27 dBm	+/-2dB		MCS8	-95 dBm	+/-2dB
	MCS9	27 dBm	+/-2dB		MCS9	-93 dBm	+/-2dB
	MCS10	27 dBm	+/-2dB		MCS10	-90 dBm	+/-2dB
	MCS11	27 dBm	+/-2dB		MCS11	-87 dBm	+/-2dB
	MCS12	26 dBm	+/-2dB		MCS12	-84 dBm	+/-2dB
	MCS13	24 dBm	+/-2dB		MCS13	-79 dBm	+/-2dB
	MCS14	22 dBm	+/-2dB		MCS14	-78 dBm	+/-2dB
MCS15	21 dBm	+/-2dB	MCS15	-75 dBm	+/-2dB		

PHYSICAL / ELECTRICAL / ENVIRONMENTAL

Enclosure Size	445 x 416 x 34mm
Weight	3.82kg
Enclosure Characteristics	Outdoor UV Stabilized Plastic
Mounting Kit	Pole Mounting Kit included
Max Power Consumption	8 Watts
Power Supply	24V, 1A surge protection integrated POE adapter included
Power Method	Passive Power over Ethernet (pairs 4,5+; 7,8 return)
Operating Temperature	-30C to +80C
Operating Humidity	5 to 95% Condensing
Shock and Vibration	ETSI300-019-1.4

INTEGRATED 2x2 MIMO ANTENNA

Frequency Range	4.9-6.0 GHz	Max VSWR	1.1:1
Gain	24.8-26.5 dBi	H-pol Beamwidth	6 deg.
Polarization	Dual Linear	V-pol Beamwidth	6 deg.



rocket™ M

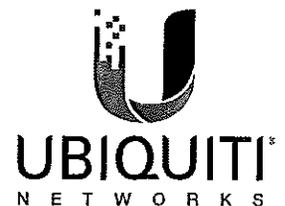
Powerful 2x2 MIMO airMAX® BaseStation

Models: M5, RM5-Ti, M3, M365, M2, RM2-Ti, M900

Advanced Software Technology to Maximize Performance

Plug and Play Integration with airMAX Antennas

Frequency and Channel Flexibility

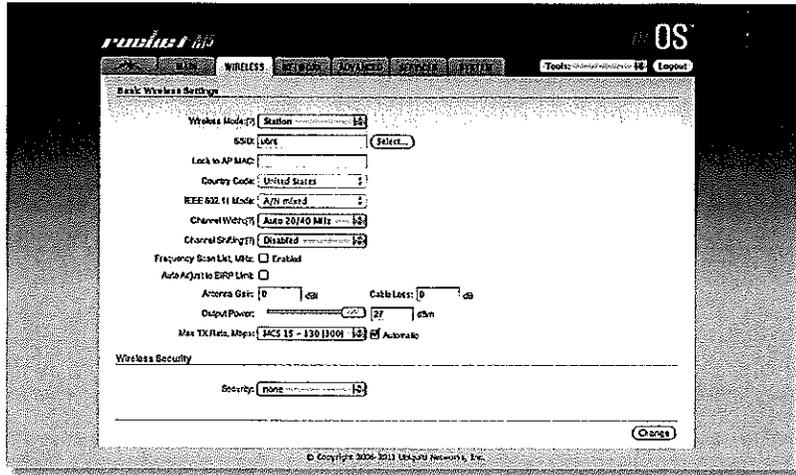


Software

airOS®

Built upon an intuitive user interface foundation, airOS® 5 is an advanced operating system for Ubiquiti airMAX M Series products.

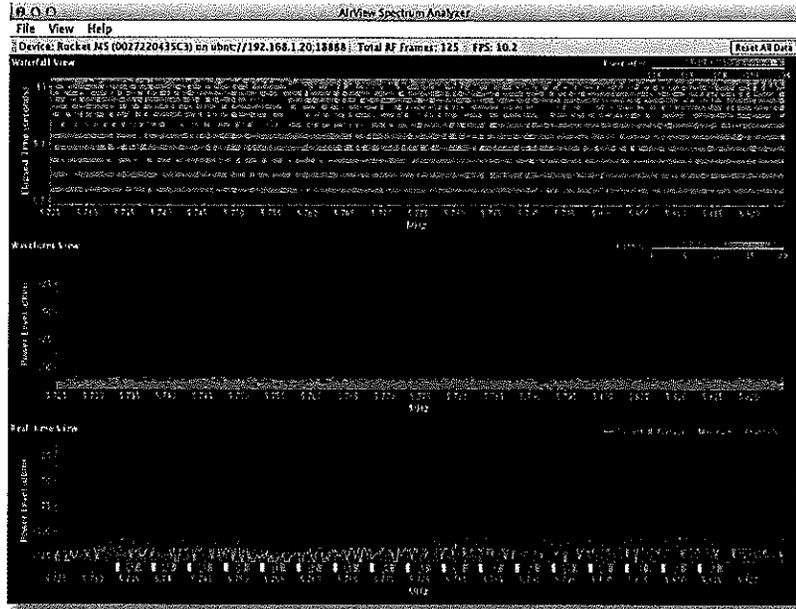
- airMAX Protocol Support
- Long-Range PtP Link Mode
- Transmit Power Control: Automatic/Manual
- Automatic Distance Selection (ACK Timing)
- Device Statistics
- Diagnostic Tools



airView®

Integrated on all Ubiquiti M products, airView® provides advanced spectrum analyzer functionality: waterfall, waveform, and real-time spectral views allow operators to identify noise signatures and plan their networks to minimize noise interference.

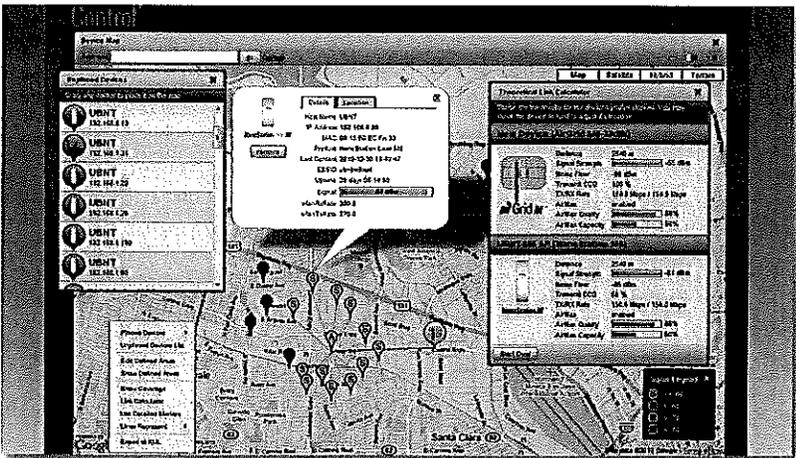
- **Waterfall** Aggregate energy over time for each frequency.
- **Waveform** Aggregate energy collected.
- **Real-time** Energy is shown in real time as a function of frequency.
- **Recording** Automate airView to record and report results.



airControl®

airControl® is a powerful and intuitive, web-based server network management application, which allows operators to centrally manage entire networks of Ubiquiti devices.

- Network Map
- Monitor Device Status
- Mass Firmware Upgrade
- Web UI Access
- Manage Groups of Devices
- Task Scheduling



5 GHz Models

The 5 GHz frequency band is free to use, worldwide, offers plentiful spectrum, and works well for long-distance links. However, 5 GHz signals have more difficulty passing through obstacles than lower-frequency signals.

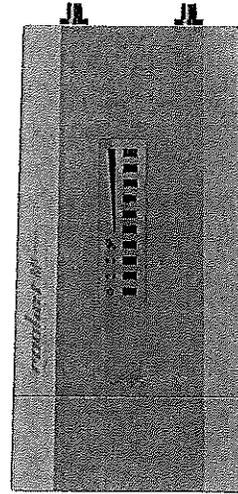
M5

The Rocket enclosure is built to survive harsh environments and fits the Rocket mount built into every airMAX antenna. Pair the Rocket with the appropriate antenna for your PtP link or PtMP network.



RM5-Ti

Its Gigabit Ethernet connection delivers high throughput, and its aircraft-grade aluminum casing improves performance in harsh RF environments and extreme weather conditions.



3/3.65 GHz Models

The 3 or 3.65 GHz frequency band is noise-free in most areas; however, its use requires a license. There may be additional restrictions on its use depending on local country regulations.

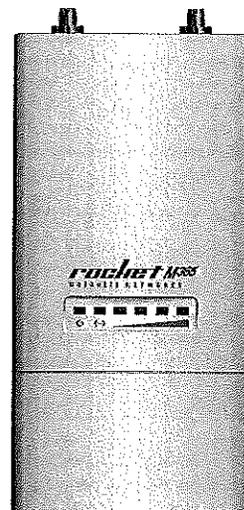
M3

The Rocket enclosure is built to survive harsh environments and fits the Rocket mount built into every airMAX antenna. Pair the Rocket with the appropriate antenna for your PtP link or PtMP network.



M365

The Rocket enclosure is built to survive harsh environments and fits the Rocket mount built into every airMAX antenna. Pair the Rocket with the appropriate antenna for your PtP link or PtMP network.



2.4 GHz Models

The 2.4 GHz frequency band is free to use, worldwide; however, it is extremely crowded due to interference from other wireless devices. Also, there are only three non-overlapping, 20 MHz channels available for use.

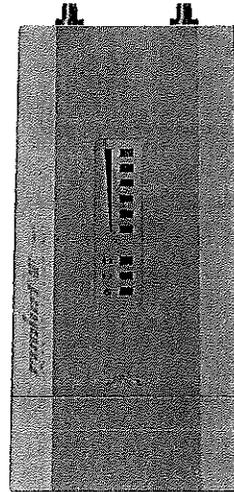
M2

The Rocket enclosure is built to survive harsh environments and fits the Rocket mount built into every airMAX antenna. Pair the Rocket with the appropriate antenna for your PtP link or PtMP network.



RM2-Ti

Its Gigabit Ethernet connection delivers high throughput, and its aircraft-grade aluminum casing improves performance in harsh RF environments and extreme weather conditions.



900 MHz Model

The 900 MHz frequency band has a higher tolerance for obstacles that may obstruct line of sight; however noise levels are typically higher. Also its use may require a license in some parts of the world.

M900

The Rocket enclosure is built to survive harsh environments and fits the Rocket mount built into every airMAX antenna. Pair the Rocket with the appropriate antenna for your PtP link or PtMP network.



Specifications

rocket M5

M5 Physical / Electrical / Environmental Information

Dimensions	160 x 80 x 30 mm (6.30 x 3.15 x 1.18")
Weight	500 g (1.1 lb)
Enclosure Characteristics	Outdoor UV Stabilized Plastic
Processor	MIPS 74Kc
Memory	128 MB SDRAM, 8 MB Flash
Networking Interface	(1) 10/100 Mbps
RF Connections	(2) RP-SMA (Waterproof)
LEDs	Power, Ethernet, (4) Signal Strength
Max. Power Consumption	8W
Power Supply	24V, 1A PoE Adapter
Power Method	Passive PoE (Pairs 4, 5+; 7, 8 Return)
ESD/EMP Protection	± 24KV Air / Contact
Operating Temperature	-30 to 75° C (-22 to 167° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4

M5 Software Information

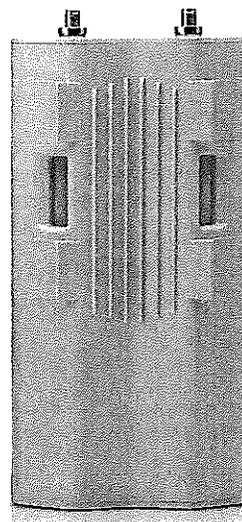
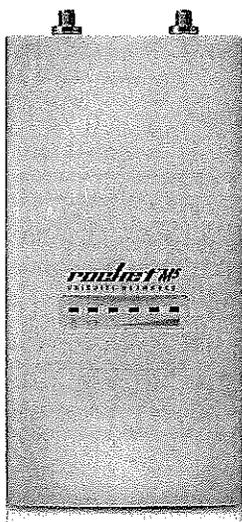
Modes	Access Point, Station
Services	Web Server, SNMP, SSH Server, Telnet , Ping Watchdog, DHCP, NAT, Bridging, Routing
Utilities	Antenna Alignment Tool, Discovery Utility, Site Survey, Ping, Traceroute, Speed Test
Distance Adjustment	Dynamic Ack and Ackless Mode
Power Adjustment	Software Adjustable UI or CLI
Security	WPA2 AES Only
QoS	Supports Packet Level Classification WMM and User Customer Level: High/Medium/Low
Statistical Reporting	Up Time, Packet Errors, Data Rates, Wireless Distance, Ethernet Link Rate
Other	Remote Reset Support, Software Enabled/Disabled, VLAN Support, 64QAM, 5/8/10/20/30/40 MHz Channel Width Support
Ubiquiti Specific Features	airMAX Mode, Traffic Shaping with Burst Support, Discovery Protocol, Frequency Band Offset, Ackless Mode

M5 Compliance

Wireless Approvals	FCC, IC, CE
RoHS Compliance	Yes

M5 Operating Frequency							
Operating Frequency				Worldwide: 5170 - 5875 MHz USA: 5725 - 5850 MHz*			
Output Power				27 dBm			
TX Power Specifications				RX Power Specifications			
Modulation	Data Rate	Avg. TX	Tolerance	Modulation	Data Rate	Sensitivity	Tolerance
802.11a	6 - 24 Mbps	27 dBm	± 2 dB	802.11a	6 - 24 Mbps	-94 dBm Min.	± 2 dB
	36 Mbps	25 dBm	± 2 dB		36 Mbps	-80 dBm	± 2 dB
	48 Mbps	23 dBm	± 2 dB		48 Mbps	-77 dBm	± 2 dB
	54 Mbps	22 dBm	± 2 dB		54 Mbps	-75 dBm	± 2 dB
802.11n/airMAX	MCS0	27 dBm	± 2 dB	802.11n/airMAX	MCS0	-96 dBm	± 2 dB
	MCS1	27 dBm	± 2 dB		MCS1	-95 dBm	± 2 dB
	MCS2	27 dBm	± 2 dB		MCS2	-92 dBm	± 2 dB
	MCS3	27 dBm	± 2 dB		MCS3	-90 dBm	± 2 dB
	MCS4	26 dBm	± 2 dB		MCS4	-86 dBm	± 2 dB
	MCS5	24 dBm	± 2 dB		MCS5	-83 dBm	± 2 dB
	MCS6	22 dBm	± 2 dB		MCS6	-77 dBm	± 2 dB
	MCS7	21 dBm	± 2 dB		MCS7	-74 dBm	± 2 dB
	MCS8	27 dBm	± 2 dB		MCS8	-95 dBm	± 2 dB
	MCS9	27 dBm	± 2 dB		MCS9	-93 dBm	± 2 dB
	MCS10	27 dBm	± 2 dB		MCS10	-90 dBm	± 2 dB
	MCS11	27 dBm	± 2 dB		MCS11	-87 dBm	± 2 dB
	MCS12	26 dBm	± 2 dB		MCS12	-84 dBm	± 2 dB
	MCS13	24 dBm	± 2 dB		MCS13	-79 dBm	± 2 dB
	MCS14	22 dBm	± 2 dB		MCS14	-78 dBm	± 2 dB
MCS15	21 dBm	± 2 dB	MCS15	-75 dBm	± 2 dB		

* US units with FCC ID: SWX-RM5 are allowed 5250 - 5850 MHz.



Specifications



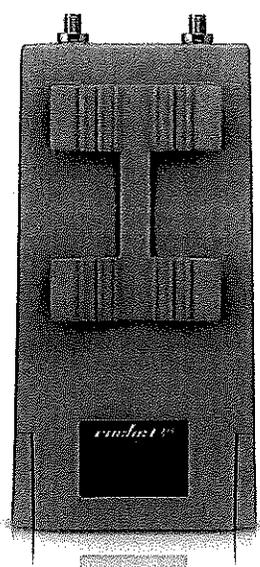
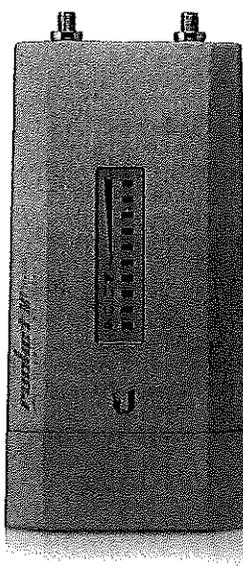
RM5-Ti Physical / Electrical / Environmental Information	
Dimensions	160 x 80 x 44 mm (6.30 x 3.15 x 1.73")
Weight	350 g (12.35 oz)
Enclosure Characteristics	Die-Cast Aluminum
Processor	MIPS 74Kc
Memory	128 MB SDRAM, 8 MB Flash
Networking Interface	(1) 10/100/1000 Mbps (1) 10/100 Mbps
RF Connections	(2) RP-SMA (Waterproof), 1 SMA (GPS)
LEDs	Power, (2) Ethernet, (6) Signal Strength, GPS
Max. Power Consumption	8W
Power Supply	48V, 0.5A PoE Adapter
Power Method	Passive PoE (Pairs 4, 5+; 7, 8 Return) 802.3af Compliant
ESD/EMP Protection	± 30KV Air / Contact
Operating Temperature	-30 to 75° C (-22 to 167° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4

RM5-Ti Software Information	
Modes	Access Point, Station
Services	Web Server, SNMP, SSH Server, Telnet , Ping Watchdog, DHCP, NAT, Bridging, Routing
Utilities	Antenna Alignment Tool, Discovery Utility, Site Survey, Ping, Traceroute, Speed Test
Distance Adjustment	Dynamic Ack and Ackless Mode
Power Adjustment	Software Adjustable UI or CLI
Security	WPA2 AES Only
QoS	Supports Packet Level Classification WMM and User Customer Level: High/Medium/Low
Statistical Reporting	Up Time, Packet Errors, Data Rates, Wireless Distance, Ethernet Link Rate
Other	Remote Reset Support, Software Enabled/Disabled, VLAN Support, 64QAM, 5/8/10/20/30/40 MHz Channel Width Support
Ubiquiti Specific Features	airMAX Mode, Traffic Shaping with Burst Support, Discovery Protocol, Frequency Band Offset, Ackless Mode

RM5-Ti Compliance	
Wireless Approvals	FCC, IC, CE
RoHS Compliance	Yes

RM5-TI Operating Frequency							
Operating Frequency				Worldwide: 5170 - 5875 MHz USA: 5725 - 5850 MHz*			
Output Power				27 dBm			
TX Power Specifications				RX Power Specifications			
Modulation	Data Rate	Avg. TX	Tolerance	Modulation	Data Rate	Sensitivity	Tolerance
802.11a	6 - 24 Mbps	27 dBm	± 2 dB	802.11a	6 - 24 Mbps	-94 dBm Min.	± 2 dB
	36 Mbps	25 dBm	± 2 dB		36 Mbps	-80 dBm	± 2 dB
	48 Mbps	23 dBm	± 2 dB		48 Mbps	-77 dBm	± 2 dB
	54 Mbps	22 dBm	± 2 dB		54 Mbps	-75 dBm	± 2 dB
802.11n/airMAX	MCS0	27 dBm	± 2 dB	802.11n/airMAX	MCS0	-96 dBm	± 2 dB
	MCS1	27 dBm	± 2 dB		MCS1	-95 dBm	± 2 dB
	MCS2	27 dBm	± 2 dB		MCS2	-92 dBm	± 2 dB
	MCS3	27 dBm	± 2 dB		MCS3	-90 dBm	± 2 dB
	MCS4	26 dBm	± 2 dB		MCS4	-86 dBm	± 2 dB
	MCS5	24 dBm	± 2 dB		MCS5	-83 dBm	± 2 dB
	MCS6	22 dBm	± 2 dB		MCS6	-77 dBm	± 2 dB
	MCS7	21 dBm	± 2 dB		MCS7	-74 dBm	± 2 dB
	MCS8	27 dBm	± 2 dB		MCS8	-95 dBm	± 2 dB
	MCS9	27 dBm	± 2 dB		MCS9	-93 dBm	± 2 dB
	MCS10	27 dBm	± 2 dB		MCS10	-90 dBm	± 2 dB
	MCS11	27 dBm	± 2 dB		MCS11	-87 dBm	± 2 dB
	MCS12	26 dBm	± 2 dB		MCS12	-84 dBm	± 2 dB
	MCS13	24 dBm	± 2 dB		MCS13	-79 dBm	± 2 dB
	MCS14	22 dBm	± 2 dB		MCS14	-78 dBm	± 2 dB
MCS15	21 dBm	± 2 dB	MCS15	-75 dBm	± 2 dB		

* US units with FCC ID: SWX-RM5T-DFS are allowed 5250 - 5850 MHz.



Specifications

rocket M3 / M365

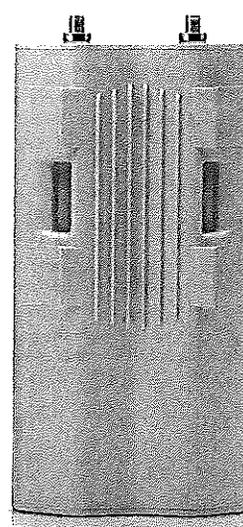
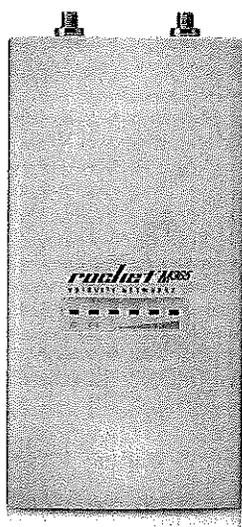
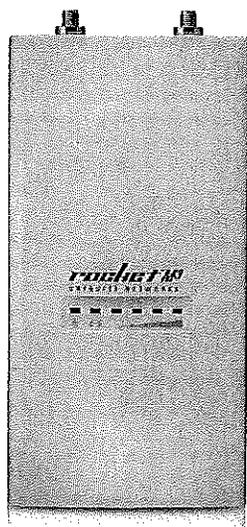
M3/M365 Physical / Electrical / Environmental Information	
Dimensions	160 x 80 x 30 mm (6.30 x 3.15 x 1.18")
Weight	500 g (1.1 lb)
Enclosure Characteristics	Outdoor UV Stabilized Plastic
Processor	MIPS 24Kc
Memory	64 MB SDRAM, 8 MB Flash
Networking Interface	(1) 10/100 Mbps
RF Connections	(2) RP-SMA (Waterproof)
LEDs	Power, Ethernet, (4) Signal Strength
Max. Power Consumption	6.5W
Power Supply	24V, 1A PoE Adapter
Power Method	Passive PoE (Pairs 4, 5+; 7, 8 Return)
ESD/EMP Protection	± 24KV Air / Contact
Operating Temperature	-30 to 75° C (-22 to 167° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4

M3/M365 Software Information	
Modes	Access Point, Station
Services	Web Server, SNMP, SSH Server, Telnet , Ping Watchdog, DHCP, NAT, Bridging, Routing
Utilities	Antenna Alignment Tool, Discovery Utility, Site Survey, Ping, Traceroute, Speed Test
Distance Adjustment	Dynamic Ack and Ackless Mode
Power Adjustment	Software Adjustable UI or CLI
Security	WPA2 AES Only
QoS	Supports Packet Level Classification WMM and User Customer Level: High/Medium/Low
Statistical Reporting	Up Time, Packet Errors, Data Rates, Wireless Distance, Ethernet Link Rate
Other	Remote Reset Support, Software Enabled/Disabled, VLAN Support, 64QAM
M3	5/8/10/20/25/40 MHz Channel Width Support
M365	5/10/20/25 MHz Channel Width Support
Ubiquiti Specific Features	airMAX Mode, Traffic Shaping with Burst Support, Discovery Protocol, Frequency Band Offset, Ackless Mode

M3/M365 Compliance	
Wireless Approvals	
M3	FCC, IC, CE
M365	FCC Part 90Y
RoHS Compliance	Yes

M3/M365 Operating Frequency							
Operating Frequency				3370 - 3730 MHz*			
M3				3650 - 3675 MHz			
M365				25 dBm			
TX Power Specifications				RX Power Specifications			
Modulation	Data Rate	Avg. TX	Tolerance	Modulation	Data Rate	Sensitivity	Tolerance
airMAX	MCS0	25 dBm	± 2 dB	airMAX	MCS0	-94 dBm Min.	± 2 dB
	MCS1	25 dBm	± 2 dB		MCS1	-93 dBm	± 2 dB
	MCS2	25 dBm	± 2 dB		MCS2	-90 dBm	± 2 dB
	MCS3	25 dBm	± 2 dB		MCS3	-89 dBm	± 2 dB
	MCS4	24 dBm	± 2 dB		MCS4	-86 dBm	± 2 dB
	MCS5	23 dBm	± 2 dB		MCS5	-83 dBm	± 2 dB
	MCS6	22 dBm	± 2 dB		MCS6	-77 dBm	± 2 dB
	MCS7	20 dBm	± 2 dB		MCS7	-74 dBm	± 2 dB
	MCS8	25 dBm	± 2 dB		MCS8	-93 dBm	± 2 dB
	MCS9	25 dBm	± 2 dB		MCS9	-91 dBm	± 2 dB
	MCS10	25 dBm	± 2 dB		MCS10	-89 dBm	± 2 dB
	MCS11	25 dBm	± 2 dB		MCS11	-87 dBm	± 2 dB
	MCS12	24 dBm	± 2 dB		MCS12	-84 dBm	± 2 dB
	MCS13	23 dBm	± 2 dB		MCS13	-79 dBm	± 2 dB
	MCS14	22 dBm	± 2 dB		MCS14	-78 dBm	± 2 dB
MCS15	20 dBm	± 2 dB	MCS15	-75 dBm	± 2 dB		

* RocketM3 not supported in the USA



Antenna Compatibility



RocketM9



RocketM2
RocketM2-Ti



RocketM3
RocketM365



RocketM5
RocketM5-Ti

Frequency Band

900 MHz

2.4 GHz

3/3.65 GHz

5 GHz



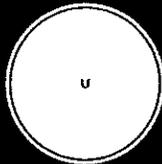
Sector

AM-9M13

AM-V2G-Ti
AM-2G15-120
AM-2G16-90

AM-3G18-120

AM-V5G-Ti
AM-M-V5G-Ti
AM-5G16-120
AM-5G17-90
AM-5G19-120
AM-5G20-90
AM-5AC21-60
AM-5AC22-45



Rocket Dish

RD-2G24

RD-3G26

RD-5G31-AC
RD-5G30-LW
RD-5G30
RD-5G34



Omni

AMO-2G10
AMO-2G13

AMO-3G12

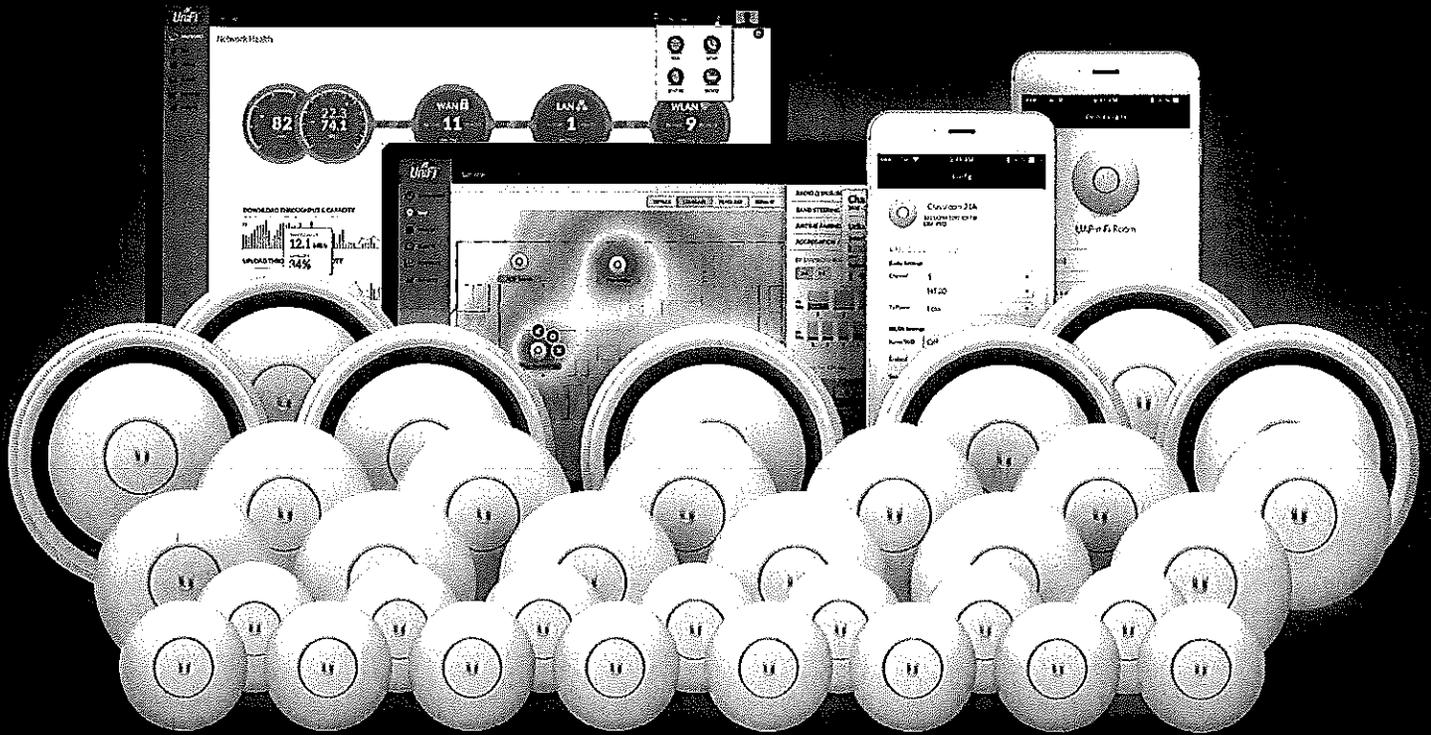
AMO-5G10
AMO-5G13



Yagi

AMY-9M16





UniFi[®] AC

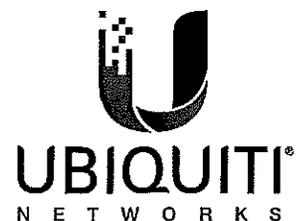
802.11ac Dual-Radio Access Points

Models: UAP-AC-LITE, UAP-AC-LR, UAP-AC-EDU,
UAP-AC-PRO, UAP-AC-Outdoor, UAP-AC

Unlimited Indoor/Outdoor AP Scalability in a Unified Management System

Breakthrough Speeds up to 1300 Mbps in the 5 GHz Band

Intuitive UniFi Controller Software





Scalable Enterprise Wi-Fi Management

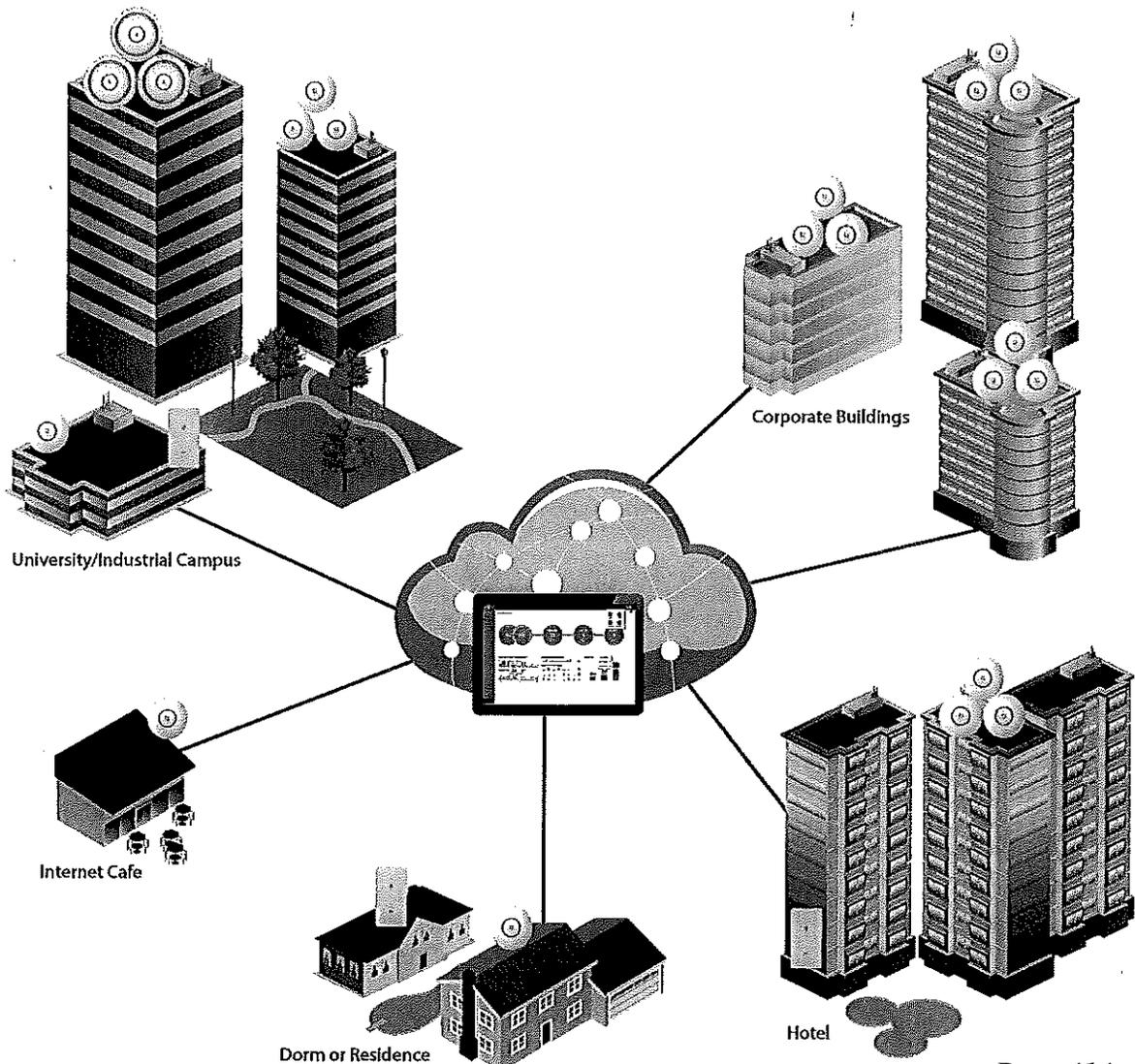
UniFi[®] is the revolutionary Wi-Fi system that combines enterprise performance, unlimited scalability, and a central management controller. UniFi 802.11AC Dual-Radio Access Points (APs) have a refined industrial design and can be easily installed using the included mounting hardware.

Easily accessible through any standard web browser, the UniFi Controller software is a powerful software engine ideal for high-density client deployments requiring low latency and high uptime performance.

Use the UniFi Controller software to quickly configure and administer an enterprise Wi-Fi network – no special training required. RF map and performance features, real-time status, automatic UAP device detection, and advanced security options are all seamlessly integrated.

Extend Your Coverage

With the UniFi Controller software running in a NOC or in the cloud, administrators can manage multiple sites: multiple, distributed deployments and multi-tenancy for managed service providers. Below are some deployment examples.



Features

Save money and save time Unlike traditional enterprise Wi-Fi systems that use a hardware controller, UniFi comes bundled with a non-dedicated software controller that can be deployed on an on-site PC, Mac, or Linux machine; in a private cloud; or using a public cloud service.

Powerful Hardware The UniFi 802.11AC Dual-Radio APs feature the latest in Wi-Fi 802.11AC MIMO technology.

Intuitive UniFi Controller Software Configure and manage your APs with the easy-to-learn user interface.

Expandable Unlimited scalability: build wireless networks as big or small as needed. Start with one (or upgrade to a three-pack) and expand to thousands while maintaining a single unified management system.

UniFi Controller

Packed with Features

Use the UniFi Controller to provision thousands of UniFi APs, map out networks, quickly manage system traffic, and provision additional UniFi APs.

Breakthrough RF Map

Use the RF map to monitor and analyze radio frequencies for optimal AP placement, configuration, and troubleshooting.

Powerful RF Performance Features

Advanced RF performance and configuration features include spectral analysis, airtime fairness, and band steering.

Detailed Analytics

Use the configurable reporting and analytics to manage large user populations and expedite troubleshooting.

Wireless Uplink*

Wireless Uplink functionality enables wireless connectivity between APs for extended range. One wired UniFi AP uplink supports up to four wireless downlinks on a single operating band, allowing wireless adoption of devices in their default state and real-time changes to network topology.

Guest Portal/Hotspot Support

Easy customization and options for Guest Portals include authentication, Hotspot setup, and the ability to use your own external portal server. Use UniFi's rate limiting for your Guest Portal/Hotspot package offerings. Apply different bandwidth rates (download/upload), limit total data usage, and limit duration of use.

All UniFi APs include Hotspot functionality:

- Built-in support for billing integration using major credit cards.
- Built-in support for voucher-based authentication.
- Built-in Hotspot Manager for voucher creation, guest management, and payment refund.
- Full customization and branding of Hotspot portal pages.

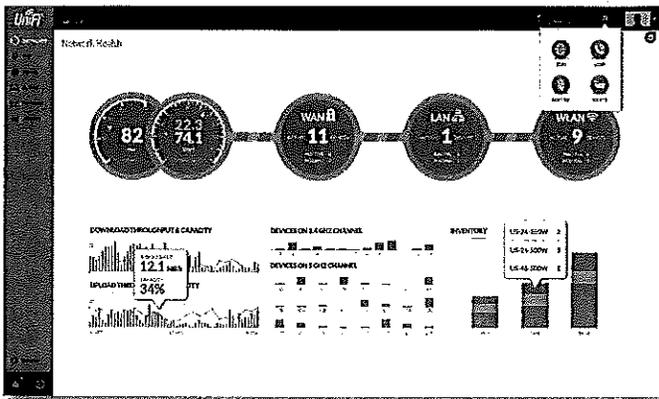
Multi-Site Management

A single UniFi Controller running in the cloud can manage multiple sites: multiple, distributed deployments and multi-tenancy for managed service providers. Each site is logically separated and has its own configuration, maps, statistics, guest portal, and administrator read/write and read-only accounts.

WLAN Groups

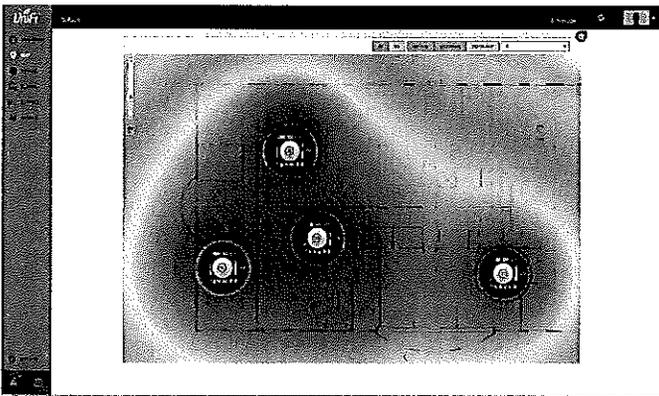
The UniFi Controller can manage flexible configurations of large deployments. Create multiple WLAN groups and assign them to an AP's radio.

* Not currently supported by the UAP-AC or UAP-AC-Outdoor.



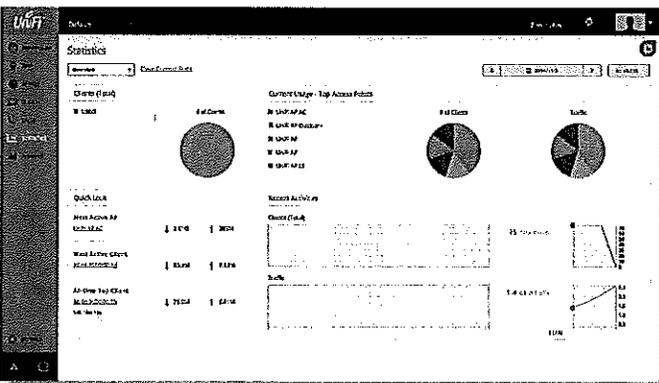
Dashboard

UniFi provides a visual representation of your network's status and delivers basic information about each network segment.



RF Map

Monitor UniFi APs and analyze the surrounding RF environment.



Statistics

UniFi organizes and visualizes network traffic in clear and easy-to-read graphs.

Models

Hardware Overview

Easy Mounting Sleek design for seamless integration into any environment (all accessories included).

LED Unique LED provisioning ring or square provides administrator location tracking and alerts for each device.

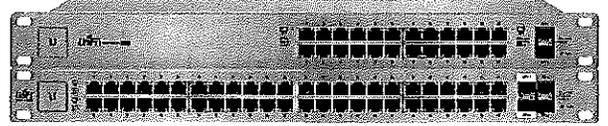
Designed for the Great Outdoors The UniFi AC Pro and UniFi AC Outdoor APs feature weatherproof casing designed specifically for outdoor applications.

Advanced Acoustic Speaker The UniFi AC EDU AP provides high-quality sound with accurate voice reproduction for announcements over Wi-Fi.

Power over Ethernet (PoE) Includes PoE functionality. Each single-pack includes a PoE adapter.

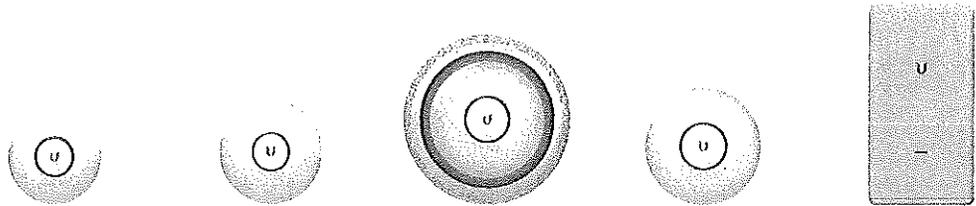
PoE Switching

UniFi Switch You can power your UniFi devices with a UniFi Switch (sold separately). Available in 24- and 48-port versions with multiple power output options, the UniFi Switch conveniently offers auto-sensing IEEE 802.3af PoE/802.3at PoE+ and configurable 24V passive PoE.



PoE Standards The UniFi AC EDU, Pro, and Outdoor APs are compatible with an 802.3at PoE+ compliant switch, while the UniFi AC Pro AP can also use 802.3af PoE.

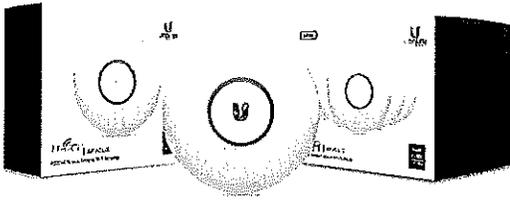
Model Comparison Chart



	UAP-AC-LITE	UAP-AC-LR	UAP-AC-EDU ¹	UAP-AC-PRO	UAP-AC-Outdoor
Environment	Indoor	Indoor	Indoor	Indoor/Outdoor	Outdoor
Simultaneous Dual-Band	✓	✓	✓	✓	✓
2.4 GHz Speed ²	300 Mbps	450 Mbps	450 Mbps	450 Mbps	450 Mbps
2.4 GHz MIMO	2x2	3x3	3x3	3x3	3x3
5 GHz Speed ²	867 Mbps	867 Mbps	1300 Mbps	1300 Mbps	1300 Mbps
5 GHz MIMO	2x2	2x2	3x3	3x3	3x3
Range ²	122 m (400 ft)	183 m (600 ft)	122 m (400 ft)	122 m (400 ft)	183 m (600 ft)
Secondary Ethernet Port			✓	✓	✓
Loudspeaker			✓		
PoE Mode	24V Passive PoE	24V Passive PoE	802.3at PoE+	802.3af PoE 802.3at PoE+	802.3at PoE+
Ceiling Mount	✓	✓	✓	✓	
Wall Mount	✓	✓	✓	✓	✓
Pole Mount					✓
Instant Upgrade	No	No	No	Yes (same mount as standard UAP)	No
Wireless Uplink	✓	✓	✓	✓	

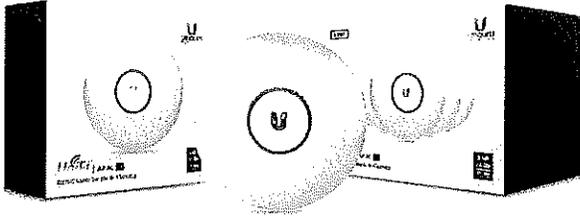
¹ Shipping in Q4.

² Speed and Range values may vary and are based on optimal environments.



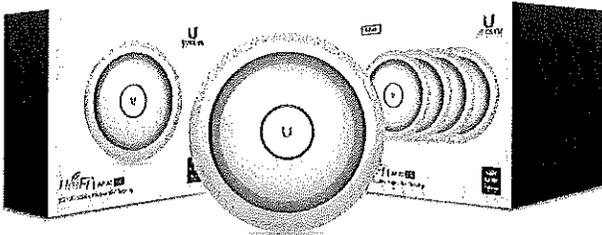
UAP-AC-LITE

Featuring an ultra-compact design, the UniFi AC Lite AP delivers a cost-effective combination of value and performance in a reduced footprint: 25% smaller than the standard UniFi AP. The UniFi AC Lite AP provides simultaneous, dual-band, 2x2 MIMO technology and is available in single- and five-packs*.



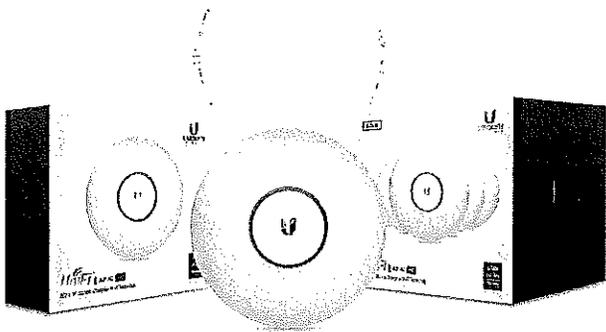
UAP-AC-LR

Ideal for long-range deployments, the UniFi AC LR AP offers simultaneous, dual-band operation with 3x3 MIMO in the 2.4 GHz band and 2x2 MIMO in the 5 GHz band. The innovative antenna design provides a long-range, symmetrical-link coverage area, and the antenna gain of the UniFi AC LR AP performs better than one-way, high transmit power does for connecting distant clients. It is available in single- and five-packs*.



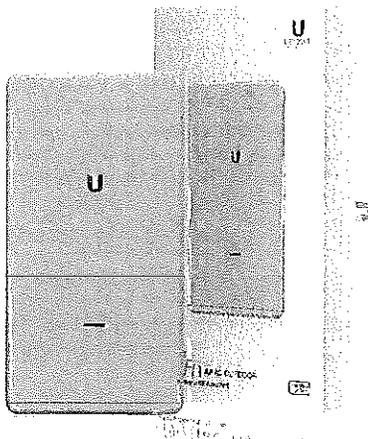
UAP-AC-EDU

The UniFi AC EDU AP conveniently integrates Wi-Fi and public address capabilities, making it ideal for campus-wide deployment. The UniFi AC EDU AP features simultaneous, dual-band, 3x3 MIMO technology and convenient 802.3at PoE+ compatibility. It will be available in single- and four-packs* starting in Q4.



UAP-AC-PRO

Deploy the UniFi AC Pro AP indoors or outdoors, in wireless networks requiring maximum performance. Sporting a weatherproof design, the UniFi AC Pro AP features simultaneous, dual-band, 3x3 MIMO technology and convenient 802.3af PoE/802.3at PoE+ compatibility. It is available in single- and five-packs*.



UAP-AC-Outdoor

The standard outdoor model, the UniFi AC Outdoor AP, offers simultaneous dual-band operation with 3x3 MIMO technology for each band. It is available in single-packs.

* Four- or five-packs do not ship with PoE adapters; we recommend powering the UniFi APs with the UniFi Switch instead.

UAP-AC-LITE Specifications

UAP-AC-LITE	
Dimensions	160 x 160 x 31.45 mm (6.30 x 6.30 x 1.24")
Weight	170 g (6.0 oz)
With Mounting Kits	185 g (6.5 oz)
Networking Interface	(1) 10/100/1000 Ethernet Port
Buttons	Reset
Antenna	(2) Dual-Band Antennas, 3 dBi Each
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (24V), (Pairs 4, 5+; 7, 8 Return)
Power Supply	24V, 0.5A Gigabit PoE Adapter*
Maximum Power Consumption	6.5W
Maximum TX Power	
2.4 GHz	20 dBm
5 GHz	20 dBm
BSSID	Up to Four per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall/Ceiling (Kits Included)
Operating Temperature	-10 to 70° C (14 to 158° F)
Operating Humidity	5 to 95% Noncondensing

* Only the single-pack of the UAP-AC-LITE includes a PoE adapter.

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 300 Mbps (MCS0 - MCS15, HT 20/40)
802.11ac	6.5 Mbps to 867 Mbps (MCS0 - MCS9 NSS1/2, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

UAP-AC-LR Specifications



UAP-AC-LR	
Dimensions	175.7 x 175.7 x 43.2 mm (6.92 x 6.92 x 1.70")
Weight	240 g (8.5 oz)
With Mounting Kits	315 g (11.1 oz)
Networking Interface	(1) 10/100/1000 Ethernet Port
Buttons	Reset
Antennas	(1) Dual-Band Antenna, Tri-Polarity, 2.4 GHz: 3 dBi, 5 GHz: 6 dBi
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (24V), (Pairs 4, 5+; 7, 8 Return)
Power Supply	24V, 0.5A Gigabit PoE Adapter*
Maximum Power Consumption	6.5W
Maximum TX Power	
2.4 GHz	24 dBm
5 GHz	22 dBm
BSSID	Up to Four per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall/Ceiling (Kits Included)
Operating Temperature	-10 to 70° C (14 to 158° F)
Operating Humidity	5 to 95% Noncondensing

* Only the single-pack of the UAP-AC-LR includes a PoE adapter.

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40)
802.11ac	6.5 Mbps to 867 Mbps (MCS0 - MCS9 NSS1/2, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

UAP-AC-EDU Specifications

UAP-AC-EDU	
Dimensions	287.5 x 287.5 x 125.9 mm (11.32 x 11.32 x 4.96")
Weight	1.820 kg (4.012 lb)
Networking Interface	(1) 10/100/1000 Ethernet Port
Buttons	Reset
Antennas	(3) Dual-Band Antennas, 2.4 GHz: 3 dBi, 5 GHz: 3 dBi
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (48V), 803.2at Supported (Supported Voltage Range: 44 to 57VDC)
Power Supply	48V, 0.5A PoE Gigabit Adapter*
Maximum Power Consumption	20W
Maximum TX Power	
2.4 GHz	22 dBm
5 GHz	22 dBm
BSSID	Up to Four per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall/Ceiling (Kits Included)
Operating Temperature	-10 to 70° C (14 to 158° F)
Operating Humidity	5 to 95% Noncondensing

* Only the single-pack of the UAP-AC-EDU includes a PoE adapter.

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40)
802.11ac	6.5 Mbps to 1300 Mbps (MCS0 - MCS9 NSS1/2/3, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

Loudspeaker Acoustics	
Sensitivity	94 dB (1W/1 m)
Maximum SPL	103 dB @ 1 m
Frequency Response	100 - 20,000 Hz
Type	Two-Way Speaker with Second-Order HP Filter

UAP-AC-PRO Specifications



UAP-AC-PRO	
Dimensions	196.7 x 196.7 x 35 mm (7.74 x 7.74 x 1.38")
Weight	350 g (12.4 oz)
With Mounting Kits	450 g (15.9 oz)
Networking Interface	(2) 10/100/1000 Ethernet Ports
Buttons	Reset
Antennas	(3) Dual-Band Antennas, 2.4 GHz: 3 dBi, 5 GHz: 3 dBi
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (48V), 802.3af/803.2at Supported (Supported Voltage Range: 44 to 57VDC)
Power Supply	48V, 0.5A PoE Gigabit Adapter*
Maximum Power Consumption	9W
Maximum TX Power	
2.4 GHz	22 dBm
5 GHz	22 dBm
BSSID	Up to Four per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall/Ceiling (Kits Included)
Operating Temperature	-10 to 70° C (14 to 158° F)
Operating Humidity	5 to 95% Noncondensing

* Only the single-pack of the UAP-AC-PRO includes a PoE adapter.

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40)
802.11ac	6.5 Mbps to 1300 Mbps (MCS0 - MCS9 NSS1/2/3, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

UAP-AC-Outdoor Specifications

UAP-AC-Outdoor	
Dimensions	340 x 180 x 65 mm (13.39 x 7.09 x 2.56")
Weight	
With Wall Mount	1.55 kg (3.42 lb)
With Pole Mount	2 kg (4.41 lb)
Networking Interface	(2) 10/100/1000 Ethernet Ports
Buttons	Reset
Antennas	
2.4 GHz	Integrated 5 dBi Omni (Supports 3x3 MIMO with Spatial Diversity)
5 GHz	Integrated 5 dBi Omni (Supports 3x3 MIMO with Spatial Diversity)
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (48V), 802.3at Supported (Supported Voltage Range: 39 to 57VDC)
Power Supply	48V, 0.5A PoE Gigabit Adapter (Included)
Maximum Power Consumption	22 W
Maximum TX Power	
2.4 GHz	28 dBm
5 GHz	28 dBm
BSSID	Up to Four Per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall and Pole (Kits Included)
Operating Temperature	-30 to 60 °C (-22 to 140 °F)
Operating Humidity	5 to 80% Noncondensing

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40)
802.11ac	6.5 Mbps to 1300 Mbps (MCS0 - MCS9 NSS1/2/3, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

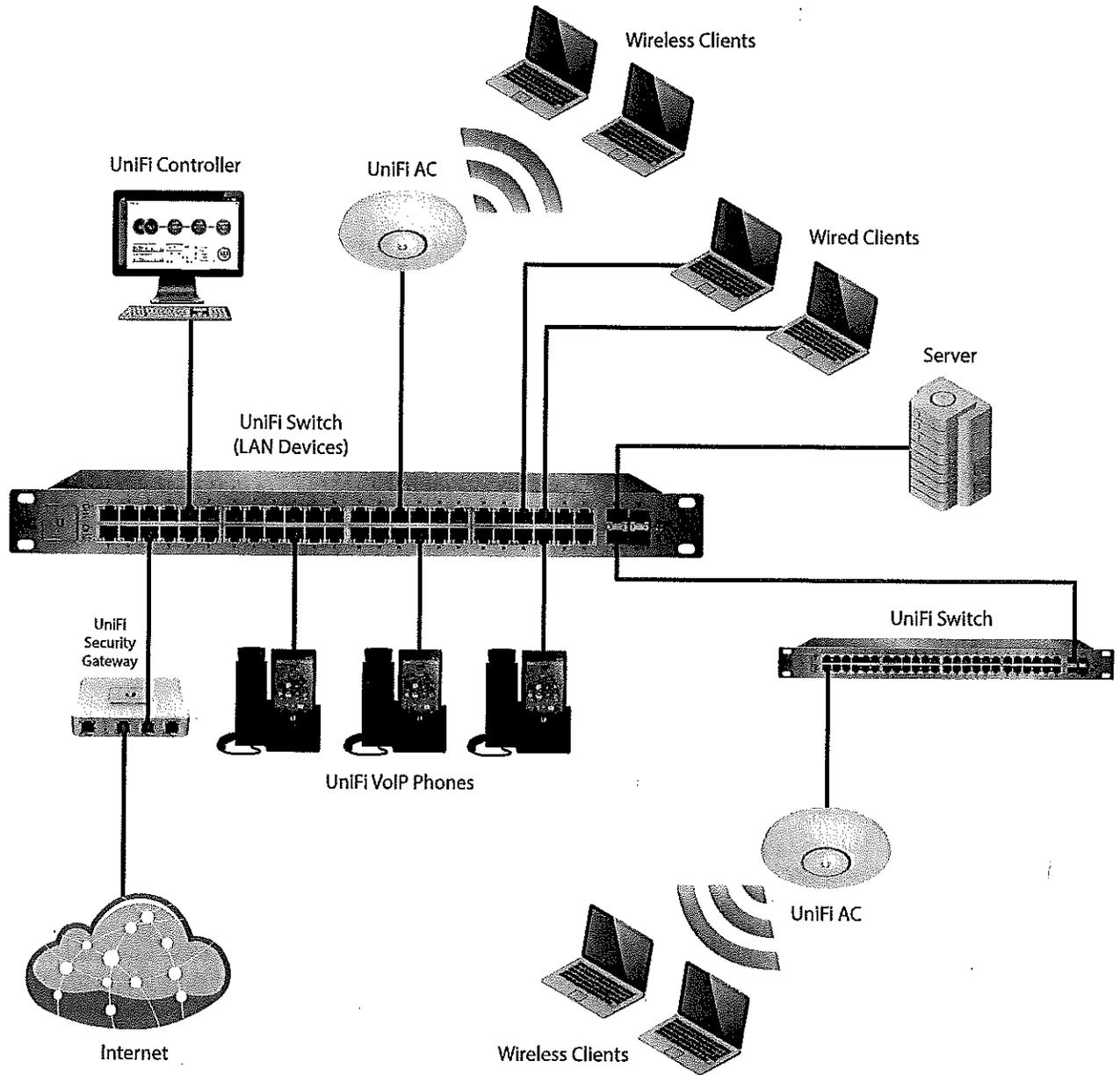
UAP-AC (Gen1 11ac) Specifications

UAP-AC (Gen1 11ac)	
Dimensions	200 x 204 x 27 mm (7.87 x 8.03 x 1.06")
Weight	508 g (1.12 lb)
With Mounting Kits	566 g (1.25 lb)
Networking Interface	(2) 10/100/1000 Ethernet Ports
Buttons	Reset
Antennas	
2.4 GHz	Integrated 5 dBi Omni (Supports 3x3 MIMO with Spatial Diversity)
5 GHz	Integrated 5 dBi Omni (Supports 3x3 MIMO with Spatial Diversity)
Wi-Fi Standards	802.11 a/b/g/n/ac
Power Method	Passive Power over Ethernet (48V), 802.3at Supported (Supported Voltage Range: 39 to 57VDC)
Power Supply	48V, 0.5A PoE Gigabit Adapter Included
Maximum Power Consumption	22 W
Maximum TX Power	
2.4 GHz	23 dBm
5 GHz	23 dBm
BSSID	Up to Four per Radio
Power Save	Supported
Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
Certifications	CE, FCC, IC
Mounting	Wall/Ceiling (Kits Included)
Operating Temperature	-10 to 55° C (14 to 131° F)
Operating Humidity	5 to 80% Noncondensing

Advanced Traffic Management	
VLAN	802.1Q
Advanced QoS	Per-User Rate Limiting
Guest Traffic Isolation	Supported
WMM	Voice, Video, Best Effort, and Background
Concurrent Clients	200+

Supported Data Rates (Mbps)	
Standard	Data Rates
802.11a	6, 9, 12, 18, 24, 36, 48, 54 Mbps
802.11n	6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40)
802.11ac	6.5 Mbps to 1300 Mbps (MCS0 - MCS9 NSS1/2/3, VHT 20/40/80)
802.11b	1, 2, 5.5, 11 Mbps
802.11g	6, 9, 12, 18, 24, 36, 48, 54 Mbps

System Example



Specifications are subject to change. Ubiquiti products are sold with a limited warranty described at: www.ubnt.com/support/warranty
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February 29, 2016

City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

RE: RFP No. 2016-009 City Guest WiFi Solution

Insight Public Sector, Inc. (Insight) is pleased to have the opportunity to participate in the City of Edinburg (the City) RFP No. 2016-009 for a City Guest WiFi Solution. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort at meeting the City's needs.

Insight brings 27 years of experience in the IT industry, solid vendor relationships, and highly trained and certified technical experts. Insight can help structure licensing programs with favorable pricing today and provide a discount on future software purchases. We can also meet the specific needs of centralized purchasing structures. In contrast to hardware, software is difficult to pin down and control. Insight helps you manage the software licensing requirements for your organization and track software assets and costs. With Insight on your side, you can reduce the burden of contract management.

Insight's experienced sales team understands the public sector's needs, is focused on real-world solutions and knows that the right products at the right prices are important to all public sector clients. Our IT service personnel follows a proven methodology that helps us design solutions that help your agency succeed. We differentiate ourselves from the competition by leveraging our expertise in technology; focusing on standardization; emphasizing integration rather than basic installation; and employing our proven, proprietary business methodology.

Should you have any questions, concerns or requests for additional information, please do not hesitate to contact this solicitation's primary contact Jeff Ferin, Proposal Specialist at 480.409.6464, (Jeff.Ferin@Insight.com), or your Account Executive, Darak Weaver at (956) 661-5870, (Darak.Weaver@Insight.com).

Thank you for the opportunity to win your business.

Sincerely,

A handwritten signature in black ink, appearing to read "B Hicks". The signature is stylized and somewhat cursive.

Brian Hicks
SVP – Profitability



EXECUTIVE SUMMARY

Insight is providing a point to point wireless backhaul solution that also includes local wireless connectivity at each of the sites deemed important by the city of Edinburg. We will be utilizing the latest best practices to ensure that traffic flows and no bottlenecks occur.



DEGREE OF COMPLIANCE

All of the products and services that Insight Public Sector, Inc. has quoted in this proposal are in full accord with the specifications outlined in the RFP.



1.0 SECTION 1 – UNDERSTANDING THE PROJECT

Insight attended all the pre-bid meeting and did a site survey of the areas included in this RFP. We fully understand the need and the technology in order to ensure a strong wireless backhaul between sites as well as local wireless connectivity at the sties specified.

2.0 SECTION 2 – FIRM QUALIFICATIONS

Founded in Tempe, Arizona in 1988 by brothers Tim and Eric Crown, the company and its value proposition have evolved to address changing needs in the IT marketplace. Insight’s vision is to be a trusted advisor to its clients, helping them enhance business performance through innovative technology solutions.

Insight Overview

Today, Insight Enterprises, Inc. is a leading technology provider of hardware, software and service solutions to business and government clients in North America, Europe, the Middle East, Africa and Asia- Pacific. Insight is focused on helping organizations move technology goals forward in the areas of Public Safety, Cloud, Virtualization, Data Center, Unified Communication/ Collaboration, Network/Security, Data Protection, Mobility/POS and Office Productivity.

IT Solutions

Simplify Every Phase of Ownership

- > Mobility & Point of Sale
- > Office Productivity
- > Unified Communications & Collaboration
- > Network & Security
- > Data Center
- > Virtualization
- > Data Protection
- > Cloud

IT Services

A Seamless Extension of Your Team

- > Strategy & Assessment
- > Design
- > Integration
- > Implementation
- > Management
- > Cloud & Hosted
- > Warranty
- > Maintenance

Technologies

Hardware. Warranty. Software. Licensing

- > Desktops & Notebooks
- > Network & Power
- > Server & Storage
- > Printers & Ink, Toner and Supplies
- > Office Productivity
- > Virtualization
- > Data Protection
- > Creativity

We define our “core” business as *a global information technology provider of hardware, software and service solutions to business and government clients.*

We believe that what differentiates Insight from our competitors is:

- Our Scale and Reach – \$5.4 billion in net sales in 2015 with sales and distribution capabilities in 22 countries.
- Our People – 5,400 teammates worldwide, including over 1,200 skilled, certified services professionals.
- Our Business Foundation – we offer a broad offering of hardware and software products, with access to more than \$3 billion in virtual inventory, efficient supply chain execution and customizable e-commerce capabilities.
- Our Breadth and Depth of Services – developed services capabilities focused on managed services and professional and consulting services.
- Our Partnerships and Clients – multi-partner approach with over 5,000 partnerships with manufacturers and publishers and over 70,000 commercial and public sector clients globally.

Insight Enterprises Inc. (Insight) became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight is ranked number 493 on Fortune Magazine's 2015 “Fortune 500” list. It is interesting to note 416 of the global Fortune 500 companies are Insight clients.

Insight Public Sector (IPS) holds over 180 federal, state, local, education and non-profit contracts. IPS currently maintains federal contracts with agencies such as the General Services Administration, and national contracts like US Communities. In addition, our participation in 25 state-wide contracts gives us a solid market share of government technology sales. IPS also holds local government and education contracts for computer equipment and services in 33 states. Highly specialized teams are dedicated to each market offering customized solutions

that range from initial consulting, procurement and product delivery to maintenance and support.

**Insight Enterprises
Corporate Headquarters:
IPS Regional Offices:**

Tempe, AZ

Addison, IL; Tampa, FL; Cupertino, CA; Atlanta, GA; Boston, MA; Minneapolis, MN; Columbus, OH; Austin, TX; McAllen, TX; Plano, TX; Pittsburgh, PA; Rockville, MD; Liberty Lake, WA; Chantilly, VA

Total Personnel:

worldwide over 5,000

In addition, Insight is a global software reseller with extensive License Management Services, more than 2,300 product and industry certifications, partnerships with 5,000 manufacturers and publishers, and over 70,000 commercial and public sector clients globally.

Additional areas of achievement include:

- Microsoft's largest Federal LSP
- Recognized in 2014 as Microsoft Federal LSP of the Year
- Recognized as a key player in global software by Forrester Research
- Ranked number 13 on the 2015 Solution Provider 500, a ranking of the largest solutions providers in North America
- Chosen by the CRN Tech Elite 250 listing of solutions providers with the highest number of top-level certifications

Insight maintains strong relationships with the industries' leading manufacturers including Adobe, Cisco, EMC, Hewlett-Packard, IBM, Lenovo, Microsoft, Oracle, Panasonic, Sony and Toshiba as well as all of the major distributors including Ingram Micro, TechData, and Synnex. With over 40 buyers in Insight's purchasing organization, there is virtually no information technology product that we cannot source.



Insight's facilities include 440,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and fourteen branch offices around the country. Typically, Insight has over \$100 million of inventory on hand for fast availability, in addition to our unparalleled ability to source hard-to find technology products.

Insight's e-commerce site provides 24x7 access to thousands of name brand products at competitive prices. Clients have the ability to track orders, view account status, order history and much more. In addition, we can customize an e-commerce site designed exclusively for the way each company or organization does business. Insight Public Sector's website may be viewed at www.ips.insight.com.

Central to Insight's continued growth and success is our focus on offering a comprehensive menu of service solutions. There are more than 1,000 Insight employees in our Technical Services division. These include field engineers, systems engineers, consultants, repair lab and configuration lab technicians, technical support, administration, sales and an implementation team. Our technical service company supports our clients nationwide.

2.a Qualifications

Insight has over 10 years producing successful wireless projects here in the Rio Grande Valley. Our local staff is located in McAllen and consists of 20 personnel, with 8 Cisco certified engineers. Our most experienced Cisco Wireless certified engineer was engaged in our response to this RFP.

Insight's local McAllen Office has 20 employees dedicated to our valley customers, and is located at 2712 N. McColl Rd, McAllen, TX. We have the technical tools in terms of wireless management software to support our design for installation and maintenance. The mounting of the physical AP's would require a sub-contractor. All technical work would be performed by Insight employees.

Guest wireless services will be provided at each of the following locations:

- City Hall – 4 – Cisco 2702 Wireless Access Points
- Memorial Park – 1 – Cisco 1570 Outdoor Wireless Access Point
- Edinburg Municipal Park - 4 – Cisco 1570 Outdoor Wireless Access Point
- Edinburg Sports Complex - 1 – Cisco 1570 Outdoor Wireless Access Point
- Splashpad Park - 1 – Cisco 1570 Outdoor Wireless Access Point

Each location will be connected using individual Point-to-Point wireless bridge links for guest services only. Internet will be hosted from the City Hall facility to all other locations to support Guest network access.

2.b Experience

Insight has over 10 years producing successful wireless projects here in the Rio Grande Valley. We have provided large wireless deployments with over 3,000 Access Points to Brownsville ISD and Laredo ISD. The City of Brownsville PUB is one of our wireless customers, incorporating both Cisco and Meraki AP's.

2.c Previous Project Experience

The list below represents clients similar in size and complexity of The City of Edinburg's requested services outlined in the RFP:

City of Austin

Wireless survey, design, planning, deployment of City Mesh Public WiFi network. Included point to point and point to multipoint connections for public WiFi. 1st project started in 2006 and finished in 2007. 2nd 2010 and installed 2012. With most recent upgrade in 2015 with upgrades from WCS to Prime, upgrades to access points and follow-up to upgrades COA wireless. POC is Francisco attached. Next steps of COA WiFi are just starting with a project started with Insight-Cisco-Sprint. Over 3 million invested and next project estimated at 1.4 to cover all if COA with public WiFi.

Contact: Francisco Diaz

Francisco.Diaz@austintexas.gov

Brownsville ISD

Wireless survey, design, planning with Cisco AP's and utilizing Cisco Prime and ISE. Over 3,000 AP's currently deployed. Set up all management of AP's and trained staff. Over \$2,000,000 invested and deployment still in process.

Contact: Anthony Alvarez
aalvarez@bisd.us

Keppel Amfels - Port Of Brownsville

Wireless survey, design, planning with Cisco AP's and utilizing Cisco Prime. Installed and Configured Cisco Point to Point Mesh in the working hard for outdoor backhaul and wireless access. AP's currently deployed. Set up all management of AP's and trained staff. Over \$150,000 invested and deployment still in process.

Contact: Sean Flores
sean.flores@keppelamfels.com

Austin Police Department

Design and implement an outdoor wireless access system for the City of Austin Police Department Digital Vehicular Video Project

The equipment and design is based upon the Insight completed wireless site survey and conceptual design for the COA APD location

All electrical, cabling, equipment purchases, installations and services are included in the scope of this project and based on the wireless site survey and conceptual design for the COA APD location. Services must be completed in accordance with Attachment II, City of Austin Fiber Cable Specifications

Contact: Tony Williams
Tony.Williams@austintexas.gov

2.d Quality of Services

Our company has never been dismissed from a project. We will work with the city of Edinburg on all facets of the project to ensure success. We do not have any concurrent or near future commitments that would hinder us from successfully performing the required project outlined in this RFP.



3.0 SECTION 3 – PROPOSAL PRICING / DELIVERY

Insight has provided detailed pricing for all of the items requested in this RFP. Please see the following pages for our pricing which has been entered into Attachment A from the RFP.

Insight Public Sector 6920 South Hart Avenue Tempe, AZ 85283 Sales Rep : Darak Weaver Phone: (956) 465-8080 darak.weaver@insight.com Design Associate: Pleshette Gales Phone: 800-688-8695 Ext. 6629 Fax: 630-295-7884 pleshette.gales@insight.com			Sales Quote: 02216COE Date: 2/26/2016 Buyer: City of Edinburg Name: Leo Gonzalez Phone: Email:	
Part Number	Description	Unit Price	Quantity	Extended Price

Outdoor Wireless Project

Cisco Components for Wireless Access

City Hall

AIR-CAP2702I-A-K9[4]	802.11ac CAP w/CleanAir, 3x4:3SS; Int Ant; A Reg Domain	\$438.00	4	\$1,752.00
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	\$0.00	4	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$0.00	4	\$0.00
S3G4K9W7-15303JA	Cisco 2700 Series IOS WIRELESS LAN	\$0.00	4	\$0.00
SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	\$0.00	4	\$0.00
CON-SNT-AIRCIK9	SNTC-8X5XNBD 802.11ac CAP w/Clean	\$35.20	4	\$140.80
AIR-CT5508-25-K9	Cisco 5508 Series Wireless Controller for up to 25 APs	\$8,398.00	1	\$8,398.00
AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	1	\$0.00
LIC-CT5508-25	25 AP Base license	\$0.00	1	\$0.00
LIC-CT5508-BASE	Base Software License	\$0.00	1	\$0.00
CON-SNT-CT0925	SNTC-8X5XNBD Cisco 5508 Series	\$1,863.20	1	\$1,863.20
GLC-T=[2]	1000BASE-T SFP	\$158.00	2	\$316.00
SWC5500K9-80	Cisco Unified Wireless Controller SW Release 8.0	\$0.00	1	\$0.00

Mimosa Components for Wireless Backhaul

B5	Mimosa 5 GHz 1 Gbps Capable PIP Backhaul (B5)	\$762.00	1	\$762.00
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South Tower

AIR-ACCPMK1570-2=	1570 Series Pole-Mount Kit (Type-2)	\$135.60	1	\$135.60
AIR-PWRINJ1500-2=	1520 Series Power Injector	\$99.60	1	\$99.60
AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	1	\$0.00
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$200.00	1	\$200.00
South Tower_AIR-ANT2589P3M-N=	2.4 GHz 8 dBI/5 GHz 9 dBI Directional Ant., 3 port, N conn.	\$379.60	1	\$379.60
South Tower_AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	\$1,798.00	1	\$1,798.00
AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	\$79.60	1	\$79.60
AIR-ANT-GPS-1	GPS Antenna for AP1570	\$119.60	1	\$119.60
CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po	\$144.00	1	\$144.00
SW1570-UL01A01-K9	SW Cisco AP1570: Unified LOCAL (8.0.TBD)	\$0.00	1	\$0.00

WS-C3560CG-8PC-S[2]	Catalyst 3560C Switch 8 GE PoE, 2 x Dual Uplink, IP Base	\$820.00	2	\$1,640.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	2	\$0.00
CMP-MGNT-TRAY	MAGNET AND MOUNTING TRAY FOR 3560-C AND 2960-C COMPACT SWITC	\$18.00	2	\$32.00
CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual	\$85.60	2	\$171.20
PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	\$0.00	2	\$0.00

Mimosa Components for Wireless Backhaul

B5	Mimosa 5 GHz 1 Gbps Capable PIP Backhaul (B5)	\$762.00	4	\$3,008.00
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Edinburg Municipal

AIR-ACCPMK1570-2=[4]	1570 Series Pole-Mount Kit (Type-2)	\$135.60	4	\$542.40
AIR-PWRINJ1500-2=[4]	1520 Series Power Injector	\$99.60	4	\$398.40
AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	4	\$0.00
Edinburg Muni-Directional_AIR-ANT5114P2M-N=[3]	5 GHz 14 dBI Directional Antenna , 2 port , N connectors	\$239.60	3	\$718.80

Edinburg Muni-Directional_AIR-AP1572EAC-B-K9[3]	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	\$1,798.00	3	\$5,394.00
AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	\$79.60	3	\$239.80
AIR-ANT-GPS-1	GPS Antenna for AP1570	\$119.60	3	\$359.80
CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po	\$144.00	3	\$432.00
SW1570-UL01A01-K9	SW Cisco AP1570: Unified LOCAL (8.0.TBD)	\$0.00	3	\$0.00
Edinburg Muni-Omni_AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	\$1,798.00	1	\$1,798.00
AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	\$79.60	1	\$79.60
AIR-ANT-GPS-1	GPS Antenna for AP1570	\$119.60	1	\$119.60
AIR-ANT2588VG-N[4]	2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant., Gray, N conn.	\$159.60	4	\$638.40
CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po	\$144.00	1	\$144.00
SW1570-UL01A01-K9	SW Cisco AP1570: Unified LOCAL (8.0.TBD)	\$0.00	1	\$0.00
Memorial_Direc-Omni_AIR-ANT2480V-N=[6]	2.4 GHz, 8 dBi Omni with N Connector	\$159.60	6	\$957.60
Mimosa Components for Wireless Backhaul				
B5	Mimosa 5 GHz 1 Gbps Capable PIP Backhaul (B5)	\$752.00	1	\$752.00
Splash Pad				
AIR-ACCPMK1570-2=	1570 Series Pole-Mount Kit (Type-2)	\$135.60	1	\$135.60
AIR-PWRINJ1500-2=	1520 Series Power Injector	\$99.60	1	\$99.60
AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	1	\$0.00
SplashPad_AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	\$1,798.00	1	\$1,798.00
AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	\$79.60	1	\$79.60
AIR-ANT-GPS-1	GPS Antenna for AP1570	\$119.60	1	\$119.60
AIR-ANT2588VG-N[4]	2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant., Gray, N conn.	\$159.60	4	\$638.40
CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po	\$144.00	1	\$144.00
SW1570-UL01A01-K9	SW Cisco AP1570: Unified LOCAL (8.0.TBD)	\$0.00	1	\$0.00
Mimosa Components for Wireless Backhaul				
B5	Mimosa 5 GHz 1 Gbps Capable PIP Backhaul (B5)	\$752.00	1	\$752.00
Memorial				
AIR-ACCPMK1570-2=	1570 Series Pole-Mount Kit (Type-2)	\$135.60	1	\$135.60
AIR-PWRINJ1500-2=	1520 Series Power Injector	\$99.60	1	\$99.60
AIR-PWR-CORD-NA	AIR Line Cord North America	\$0.00	1	\$0.00
Memorial_AIR-AP1572EAC-B-K9	802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B	\$1,798.00	1	\$1,798.00
AIR-ACCPMK1570-1	1570 Series Pole-Mount Kit (Type-1)	\$79.60	1	\$79.60
AIR-ANT-GPS-1	GPS Antenna for AP1570	\$119.60	1	\$119.60
AIR-ANT2588VG-N[4]	2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant., Gray, N conn.	\$159.60	4	\$638.40
CON-SNT-AIA157BK	SNTC-8X5XNBD 802.11ac Outdoor AP, External-Ant, AC-po	\$144.00	1	\$144.00
SW1570-UL01A01-K9	SW Cisco AP1570: Unified LOCAL (8.0.TBD)	\$0.00	1	\$0.00
Mimosa Components for Wireless Backhaul				
B5	Mimosa 5 GHz 1 Gbps Capable PIP Backhaul (B5)	\$752.00	1	\$752.00
Configuration of All Cisco AP's and Mimosa Backhaul AP's		\$7,800.00	1	\$7,800.00
Mounting of all equipment		\$19,529.98	1	\$19,529.98
TOTAL				\$ 66,265.16
Maintenance Hours for Post Installation				
Maintenance hours		\$130.00	16	\$2,080.00



Tab A – Interest Statement

Based on the scope of the requirements outlined in the RFP, Insight Public Sector, Inc. (Insight) has prepared a response that represents a comprehensive effort at meeting the City of Edinburg's (The City's) needs. All of the products and services that Insight has quoted in this proposal are in full accord with the specifications outlined in the RFP.

Insight attended all the pre-bid meeting and did a site survey of the areas included in this RFP. We fully understand the need and the technology in order to ensure a strong wireless backhaul between sites as well as local wireless connectivity at the sties specified.

ATTACHMENT VI

**COMPANY PROVIDING PROPOSAL FOR GUEST WIFI SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE**

- 1 Name/Name of Agency/Company: Insight Public Sector, Inc.
(Full, correct legal name)
- 2 Address: 6820 S. Harl Avenue, Tempe, AZ 85283
3. Telephone/Fax: (956) 661-5870 (Darak Weaver, Account Executive)
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No X
5. Is your Company authorized and/or licensed to do business in Texas?
Yes X No ___
6. Where is the Company's corporate headquarters located? Tempe, Arizona
7. a. Does the Company have an office located in Edinburg, Texas?
Yes ___ No X
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
___ (years) ___ (months)
c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes ___ No X
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
___ (years) ___ (months)
c. State the number of full-time employees at the Hidalgo County office. _____

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9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Darak Weaver, Account Executive
Address: 2712 N. McCall Road, McAllen, Texas 78501
Telephone: (956) 661-5870
Fax: (956) 661-5870
Email: Darak.Weaver@Insight.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

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

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

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

None

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THIS FORM MUST ACCOMPANY BID PACKET

ATTACHMENT IV

**Project Requirements
Acknowledgement**

Brian Hicks, for
This is to certify that I, Insight Public Sector, Inc., possess all of the **APPLICABLE:**

- 1. Licenses: n/a
- 2. Bonds: Bid Bond has been included in Section 4.0, Tab G of our proposal response.
- 3. Certificates: n/a
- 4. Permits: n/a
- 5. Other: n/a

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**


Authorized Signature

2/25-16
Date

Insight Public Sector, Inc.
Company

6820 S. Hari Avenue
Address

Tempe, AZ 85283
City, State, Zip

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ATTACHMENT V

LITIGATION DISCLOSURE FORM

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

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

Circle One

YES

NO

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

Circle One

YES

NO

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

Circle One

YES

NO

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7322 FAX (A/C. No.): 600-363-0105 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER B: Sentry Ins A Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER C: Berkley National Insurance Company</td> <td>38911</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentry Casualty Company	28460	INSURER B: Sentry Ins A Mutual Company	24988	INSURER C: Berkley National Insurance Company	38911	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Berkley National Insurance Company	38911														
INSURER D: ACE American Insurance Company	22667														
INSURER E:															
INSURER F:															
INSURED Insight Public Sector, Inc. Attn: Rosalind Berkely 6820 South Harl Avenue Tempe AZ 85283 USA															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570057354143** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBM INSD WVO	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Coll. Ded. \$1,000		TCP 7003951_Q-6	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	900574903 AOS 900574904 MA, WI	04/15/2015	04/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary		G21653135010 Claims Made	04/15/2015	04/15/2016	Per Claim \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570057354143

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. All Limits shown are in US dollars.

CERTIFICATE HOLDER Insight Public Sector 6820 S. Harl Avenue Tempe AZ 85283 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc</i>
---	--

ACORD 25 (2014/01)

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ATTACHMENT III

Insurance Requirement Acknowledgement

I, Brian Hicks, authorized representative for Insight Public Sector, Inc.
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by The CITY of Edinburg; (*An Insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.)
- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ 1,000,000 per claim / 2,000,000 aggregate

Automobile Liability: \$ 1,000,000 General Liability: \$ 1,000,000 each occurrence

(* An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- Have already been met (see attached copy of insurance certificate). See COI in response to Attachment II.



Authorized Representative

2-25-16

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

RLI

RLI Surety
A division of RLI Insurance Company

8950 S. 52nd Street | Suite 209 | Tempe, AZ 85284
P: 480-940-8420 | F: 480-940-8425 | www.rlicorp.com

February 23, 2016

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

Re: **Insight Public Sector, Inc.**
Project: RFP #2016-009 - City Guest WiFi Solution

To Whom It May Concern:

It has been the privilege of AON Risk Solutions and RLI Insurance Company ("RLI") to provide surety bonds on behalf of Insight Public Sector, Inc. for over Six (6) years, during which time Insight Public Sector, Inc. has performed and we have issued performance and payment bonds for contracts valued in the range of \$2 Million to \$15 Million.

It is our opinion that Insight Public Sector, Inc. is qualified to perform the above captioned project. At their request we will give favorable consideration to providing the required performance and/or payment bond in the amount specified in the RFP.

At the present time, RLI Insurance Company ("RLI") provides a \$10 Million single project/ \$50 Million aggregate surety program to Insight Public Sector, Inc. . As always, RLI Insurance Company ("RLI") reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to City of Edinburg or its affiliates if for any reason we do not execute such bonds.

RLI Insurance Company ("RLI") is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ XI by A.M. Best Company.

Very truly yours,
RLI Insurance Company

By: 
Simone Gerhard, Attorney-in-Fact

DIFFERENT WORKS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB 23 2016 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

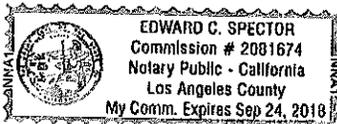
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Tracy Aston, Ashraf Elmasy, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Crail,
Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature]
 Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of FEB 23 2016

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

0433477020212

A0058514

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
INSIGHT PUBLIC SECTOR, INC.
6820 S. Hart Avenue
Tempe, AZ 85283

SURETY:
(Name, legal status and principal place of business)
RLI INSURANCE COMPANY
9025 North Lindbergh Drive
Peoria, IL 61615

OWNER:
(Name, legal status and address)
CITY OF EDINBURG
415 W. University Drive, Edinburg, TX 78541

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
RFP #2016-009 - City Guest WiFi Solution

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February, 2016

	INSIGHT PUBLIC SECTOR, INC.	
	<i>(Signature)</i>	<i>(Seal)</i>
<i>(Witness)</i>	<i>(Title)</i>	
	RLI INSURANCE COMPANY	
<i>(Signature)</i>	<i>(Signature)</i>	<i>(Seal)</i>
<i>(Witness)</i>	<i>(Title)</i>	Simone Gerhard, Attorney in Fact
Misty Wright, Witness		

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

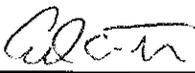
State of California

County of Los Angeles

On FEB 23 2016 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Edward C. Spector, Notary Public





RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Tracy Aston, Ashraf Elmasy, Simone Gerhard, KD Conrad, Edward C. Spector, Daravy Mady, James Ross, B. Aleman, Lisa Craif,
Kristine Mendez, Misty Wright, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of September, 2014.



RLI Insurance Company
 By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 3rd day of September, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this day of FEB 23 2016.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company
 By: [Signature]
 Roy C. Die Vice President



0433477020212

A0058514

ATTACHMENT II

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

- 1 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
- 1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.
- 1 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 1 A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;
- 1 Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured shall be submitted to The CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to The CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to The CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

A - 27



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7322 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Insight Public Sector, Inc. Attn: Rosalind Berkely 6820 South Harl Avenue Tempe AZ 85283 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Sentry Casualty Company NAIC # 28460
	INSURER B:	Sentry Ins A Mutual Company 24988
	INSURER C:	Berkley National Insurance Company 38911
	INSURER D:	ACE American Insurance Company 22667
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570057354143** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDR INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Coll. Ded. \$1,000			TCP 7003951_Q-6	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
O	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TCP 7003951_Q-6	04/15/2015	04/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	900574903 AOS 900574904 MA, WI	04/15/2015	04/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			G21653135010 Claims Made	04/15/2015	04/15/2016	Per Claim \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570057354143

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. All Limits Shown are in US Dollars.

CERTIFICATE HOLDER Insight Public Sector 6820 S. Harl Avenue Tempe AZ 85283 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc</i>
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Tab I – Addendum



**REQUEST FOR PROPOSAL
ADDENDUM NUMBER ONE (1)**

DATE: FEBRUARY 9, 2016
RE: RFP #2016-009 – CITY GUEST WIFI SOLUTION
OWNER: CITY OF EDINBURG
TO: HOLDERS OF RFP, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

The following changes shall become part of the Request for Proposals for RFP #2016-009- CITY GUEST WIFI SOLUTION.

CHANGE: RFP OPENING DATE FROM FEBRUARY 15, 2016 @ 3:00 P.M. TO FEBRUARY 29, 2016 @ 3:00 P.M.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MR. PEDRO GARZA III, ASSISTANT DIRECTOR OF FINANCE AT (956) 383-7111 OR VIA EMAIL TO pgarza@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR PROPOSAL.

NAME: Daruk Weaver **TITLE:** Acc. Manager
COMPANY: INSIGHT

If you have any questions or require additional information, do not hesitate to contact Mr. Pedro Garza III, Assistant Director of Finance at (956) 388-1895.

Pedro Garza III 2/9/16
Pedro Garza III, Assistant Director of Finance



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



ATTACHMENT I

RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>Score</u>
1. Proposer's itemized and total proposed price Total estimated cost for based bid given	0-30	(30)	= ()
2. Proposer's qualifications/experience/references Financial stability Demonstrated prior experience in providing similar services. Proposal's compatibility with The CITY's stated purpose	0-20	(20)	= ()
3. The proposed service meeting The CITY's needs and requirements and support. Capability to provide responsive professional service Capability to provide off-site support and adequate on-site supervision Adequate training provisions Demonstrated ability to fully meet the needs of The CITY of Edinburg Adherence to requirements of RFP	0-20	(20)	= ()
4. GUEST WIFI SOLUTION proposed	0-30	(30)	= ()
Total		100%	_____

Provider: 

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.



VERVEBA TELECOM PROPOSAL FOR SERVICES CITY OF EDINBURG GUEST WIFI SOLUTION RFP NO. 2016-009

COVER LETTER

Verveba Telecom is pleased to submit this proposal for services to support The City of Edinburg in achieving its goals for providing a Guest WiFi solution for both city hall and the identified public park areas. Verveba is a Telecom and IT engineering company which is simplifying delivery of complex wireless networks and continuously improving the customer experience since 2004. We specialize in end-to-end services for Wi-Fi with extensive experience in outdoor, indoor, city and event based designs and implementation. We have designed, planned, surveyed and walk tested 9,000 outdoor Wi-Fi Access Points (Aerial-Mounted, Building-Mounted and Mesh Networks) and indoor Wi-Fi networks at over 200 venues. Our special event projects have included Wi-Fi systems for over 100,000 peak users. We have put together our top design engineers and technicians committed to building the most dependable internet access systems. Our goal is to provide the services as described in the RFP, as well as a maintenance program for all installed equipment.

Verveba Telecom's headquarters is based out of Richardson Texas at 2435 North Central Expressway, Suite 1350 Richardson TX 75080. Verveba has local warehouses and employees nationwide including South Texas.

All documents requiring a signature in this RFP are signed by Verveba Telecom owner and CFO, Niles Katkade. His email address is Niles.katkade@verveba.com and can be reached at 214-613-5351.

EXECUTIVE SUMMARY

The project includes installing and programming wireless radios and access points at City Hall and City Parks, as designated, in order to provide guest internet access. This project will be "Phase One" of a possible "Phase Two" project. The City of Edinburg currently utilizes a separate internet service to provide Guest Internet access at the City Hall location only. This project will consist of incorporating city parks, Splash Pad Park – 402 S. Veterans Blvd, Municipal Park – 714 Raul Longoria Road, Memorial Park – 1212 E. Sprague and South Park – 315 E. Palm Drive. GUEST WIFI SOLUTION proposed must meet the requirements as indicated or Comparable Equivalent to in the specifications list in Appendix A of the RFP NO 2016-009.

The primary use will be to provide a free "Wi-Fi Hot Zone." The specified coverage area must be able to handle a theoretical 150 simultaneous users per zone. Although no estimate can be provided as to the expected service loads, it will be incumbent upon the vendor to provide user and packet prioritization to ensure guaranteed adequate bandwidth for system use. The system must support the capability of providing casual users with 1.5 Mbps within the coverage area.

The proposing firm shall include plans to assume maintenance, support, administration, and management of the Wi-Fi network, and to comply with a potential, to-be-negotiated Service Level Agreement. Proposed plans providing the required minimum coverage, will rate highly. Management capabilities of the Wi-Fi network must include software utilities to manage the portal page. The system shall have the ability to administrate and manage user sessions, as well as the ability to create, and manage a portal page. While the scope of this project is specific to Edinburg City Hall and Municipal Park locations, this project will be used as a measure for future wireless initiatives, which may involve further additional hot zones. It is imperative that the proposed system is scalable and that the proposal supports that expansion path.

Verveba is estimating a delivery time of up to 19 working days to complete the project for all locations. The team will be made up of 1-2 field technicians who will report to a Project Lead who is responsible for the day-to-day activities on site, scheduling, managing materials, quality, etc. and will report to the Project Manager. The Project Manager, Gerardo Gomez will oversee the entire project including budgets, timelines, quality assurance, planning etc. Syed Hassan, RF Manager, will oversee all post installation work including quality evaluation and provisioning/programming of the equipment. Verveba's VP of Engineering, Len Miyahira serves as Verveba Telecom's Head of Delivery and is responsible for heading the overall project planning and quality assurance. All mentioned employees as well as back office support ultimately report into him.

DEGREE OF COMPLIANCE

The system will provide no-fee public access to the Internet within the specified coverage areas and will be able to accommodate commerce needs of municipal special events and other services requiring Internet access. The City intends to have a portal page for system access, which may be used to facilitate the dissemination of City news and information. The system is intended to support "casual" usage and users should not view the system as providing coverage inside private buildings for the purpose of creating an alternative to commercially available Internet access for ongoing business or residential needs.

Verveba will offer the latest security methods utilizing industry-standard technologies. In the event that abuse as outlined by the City of Edinburg occurs, Verveba will take action to either reduce the speed or block the user altogether by using Mac address filtering.

Verveba has also included a bid of \$9600 annually for maintenance work. Maintenance includes but is not limited to: fault management, equipment failure under warranty, semiannual inspection & maintenance visits & performance maintenance & monitoring. Performance maintenance and monitoring will include monthly reports generated for the customer (City of Edinburg). The information desired for these reports can be specified by the customer. Reports will be automatically generated and sent to the customer once a month but the customer can request a report at any time from Verveba throughout the month. The annual maintenance fee will not include vandalism, theft, equipment damage due to natural events (such as lightning, tornadoes, etc.) and performance related issues with backhaul.

UNDERSTANDING THE PROJECT

Aesthetics

All equipment (access points, antennas, cpe's, power supplies, etc.) should not negatively impact the appearance of publicly visible areas, and City owned property. All equipment should be paintable, if necessary.

Frequency Coordination and RF Analysis

Assumptions will be made that any design planning would incorporate analysis of existing RF frequencies and signal strengths that will assist with designing and implementing equipment proactively. To include frequency coordination with existing Wi-Fi networks. Request for the City to arrange vendor access to City-owned facilities to assist in any additional site surveys.

Security

Proposed equipment will offer the latest security methods utilizing industry-standard technologies. The system must be upgradeable by way of firmware, software, or ROM upgrades as new security technologies are standardized. In the event that abuse as outlined by the City of Edinburg occurs, Verveba will take action to either reduce the speed or block the user altogether by using Mac address filtering.

Back Haul ISP

Identification of Internet Service Provider options for Internet Service to the Wi-Fi network. If the City does currently have City-provided Internet service in the coverage area Point to Point or Point to Multi-Point services will provide connectivity. The expectation is that the proposal will include options for acquiring or for the provision of Internet service for the Wi-Fi network via a 510' fiber optic cable to be installed from South Park Water Tank equipment shelter to the Park and Recreations MDF.

Performance and Reliability

Any implemented network should maintain a minimum of 95% uptime of any managed device, and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels, to not exceed 50-70ms. The system must have "self-healing" capabilities in the event of device failure, "hangs", or connectivity problems.

Physical Requirements

All outdoor equipment must operate in an ambient temperature range of -40 degrees to +60 degrees Celsius, have enclosure and cable connections that are weatherproof, withstand shock and vibration and high wind speeds.

Training

Provide training that will properly prepare City staff in the as-needed administration, management and any planned and unplanned maintenance.

Warranty and Post Implementation Support

Provide manufacturer and vendor warranties on equipment and installation services covering firmware, hardware and software.

FIRM QUALIFICATIONS, PERSONELL & STAFFING

Verveba Telecom has a team of professionals that are fully capable of delivering the proposal in discussion. The team that will be deployed for the City of Edinburg will have a Project Manager who will be the first Point Of Contact and will report all deliverables to the City. The manager will overlook a team of installers and switch technicians. There will be additional resources involved as and when needed to support the project-dedicated technicians. All equipment will be staged locally and the personnel will stay in the market until the completion and delivery of the services.

All personnel deployed for the Guest Wifi Solution project for the City of Edinburg will be Verveba Telecom employees. Syed Hassan, RF Manager, has 6 years of experience in telecom services and holds a Masters in Computer Science from University of Dallas, graduating class of 2010. Gerardo (Jerry) Gomez, Director of Tower and Civil Services has over 25 years of telecom experience. He has all military and government training with a top secret security clearance. Jerry's certifications include Certified Passive Intermodulation, Certified Line & Antenna Sweep Technician and a Training Certification in Fiber Optic Test, Inspection and Cleaning. Ramiro Tijerina, a field technician, has multiple certifications including a certification completing OSHA 10 Hour Construction, NSC First Aid, CPR, AED Course, RF Safety Awareness, LTE Multi Radio BTS Installation Training, LTE Multi Radio BTS Commissioning & Integration and Basic Certification for an authorized Climber/Rescuer.

Verveba Telecom has been in the business of deploying Wi-Fi and Small Cell networks for over five years now and holds extensive experience in both Indoor and Outdoor - even city level - deployments. Over the years Verveba Telecom has gained serious expertise in this segment of their business and had personnel who exhibit the highest level of skill level and professionalism. Please see a list of Verveba's experience, references and supporting documentation on the following pages.

Project One				
Project Type	Dates	Location	Size	Client
Outdoor Wi-Fi	2012-2013	Los Angeles Metro, CA	10,000 Access Points	Alcatel-Lucent/ Time Warner Cable
Details			Project Reference	
Planning, Design and Implementations of extensive Wi-Fi network covering all major traffic location of the Los Angeles Metropolitan Area. The project extended over 18 months which involved physical surveys, audits for cabling (coax and fiber), feasibility analysis, costing, design, implementation and testing.			Sheila Pallaki, Sr. Director, Alcatel Lucent/Nokia sheila.pallaki@nokia.com Phone: 908-582-0565	

Project Two				
Project Type	Dates	Location	Size	Client
Outdoor Wi-Fi	2012-2013	Kansas City, MO	500 Access Points	Alcatel-Lucent/Time Warner Cable
Details			Project Reference	
Planning, Design and Implementations of extensive Wi-Fi network covering all major traffic locations in Kansas City Area. The project extended over 5 months which involved physical surveys, audits for cabling (coax and fiber), feasibility analysis, costing, design, implementation and testing.			Sheila Pallaki, Sr. Director, Alcatel Lucent/Nokia sheila.pallaki@nokia.com Phone: 908-582-0565	

Project Three				
Project Type	Dates	Location	Size	Client
Outdoor Wi-Fi	2013	Austin, TX	100 Access Points	Alcatel-Lucent/Time Warner Cable
Details			Project Reference	
Planning, Design and Implementations of extensive Wi-Fi network covering all major traffic locations of Austin. The project extended over 8 months which involved physical surveys, audits for cabling (coax and fiber), feasibility analysis, costing, design, implementation and testing.			Sheila Pallaki, Sr. Director, Alcatel Lucent/Nokia sheila.pallaki@nokia.com Phone: 908-582-0565	

Project Four				
Project Type	Dates	Location	Size	Client
Indoor/Outdoor Small Cells	2014	Disney- Orlando FL	300 Access Points	Alcatel-Lucent/AT&T
Details			Project Reference	
Benchmarking, Survey, Design, Installation, Testing and Monitoring activities for AT&T at Disney Orlando for their back office locations throughout all theme parks.			Blesson Mathews, Sr. Project Manager, Alcatel-Lucent/Nokia blesson.mathews@nokia.com Phone:908-582-2798	

Project Five				
Project Type	Dates	Location	Size	Client
Indoor Wi-Fi	2012-current	Los Angeles Metro, CA	35 Indoor Venues	Alcatel-Lucent/Time Warner Cable
Details			Project Reference	
Survey, design, implementation of various indoor venues in and the city of Los Angeles. Venues included malls, university campus (UCLA), museums and high school stadiums			Sheila Pallaki, Sr. Director, Alcatel Lucent/Nokia sheila.pallaki@nokia.com Phone: 908-582-0565	

Project Six				
Project Type	Dates	Location	Size	Client
Indoor/Outdoor Small Cells	2012-current	Nationwide	1500 Access Points	Alcatel-Lucent/AT&T
Details			Project Reference	
Benchmarking, Survey, Design, Installation, Testing and Monitoring activities for AT&T for their small cell deployments all over the United States. Over 300 different venues have been worked on and the engagement has been ongoing for last three years. Venue types include Hospitals, Hotels, High-rise Office buildings, and Manufacturing/Production facilities, Warehouses, Apartment Complexes and Residential Homes. Venues include several Wal-Mart locations nationwide, General Motor showrooms, Fantasy Springs Casino, Lockheed Martin, Bank of America offices.			Blesson Mathews, Sr. Project Manager, Alcatel-Lucent/Nokia blesson.mathews@nokia.com Phone:908-582-2798	

ATTACHMENT III

Insurance Requirement Acknowledgement

I, NILESH KATKARDE, authorized representative for VERVEBA TELECOM LLC
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.)
- Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

Have already been met (see attached copy of insurance certificate).



Authorized Representative

02/25/2016

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT IV

Project Requirements
Acknowledgement

This is to certify that I, NILESH KATKARDE, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: Please see the following page, 5% of bid

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required **must be presented** as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

02/25/2016

Date

VERVEBA TELECOM LLC

Company

2435 N CENTRAL EXPY. STE 1350

Address

RICHARDSON, TX, 75080

City, State, Zip



BID BOND RESULT FORM

Please return to Teresa Bennett
F) 330-864-8661
tbennett@brunswickcompanies.com

CONTRACTOR: Verveba Telecom LLC

FAX:

PHONE: (214) 707-5906

BID DATE: 2/24/16

OWNER: City of Edinburg
415 West University Drive Edinburg, Texas 78541

PROJECT: CITY GUEST WIFI SOLUTION RFP NO. 2016-009

BOND NUMBER: 71756953

BID TIME:

	CONTRACTOR	BID AMOUNT
1ST:	_____	\$ _____
2ND:	_____	\$ _____
3RD:	_____	\$ _____

If you are not one of the three lowest bidders, please list your bid amount.

\$ _____

_____ **DID NOT BID**

The surety asks that bid results be provided as soon as possible after the bid date.
We appreciate your help! Any questions, please call 330-865-4253

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Verveba Telecom LLC
2435 N Central Expy. Suite 1350
Richardson, TX 75080

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Ave.
41st Flr.
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Edinburg
415 West University Drive
Edinburg, Texas 78541

BOND AMOUNT: Five Percent of Total Bid Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

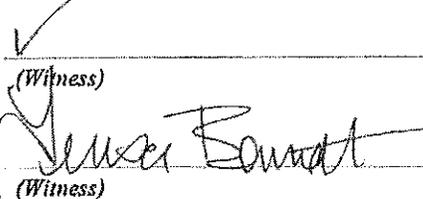
RFP NO. 2016-009 CITY GUEST WIFI SOLUTION

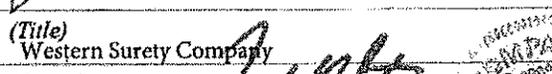
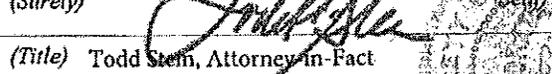
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

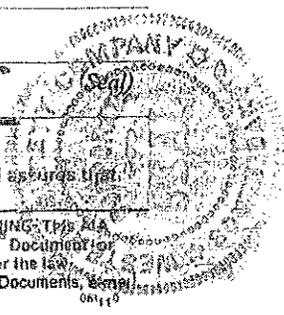
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February 2016


(Witness)
(Witness)


Verveba Telecom LLC
(Principal) *(Seal)*

Western Surety Company
(Surety)

(Title) Todd Stein, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Levinson, Todd Stein, Jeff McQuate, Individually

of Akron, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

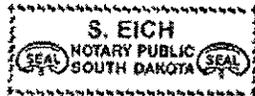
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of February, 2016



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Texas Department of Insurance



Certificate No. 11516

Company No. 10-091150

Certificate of Authority

THIS IS TO CERTIFY THAT

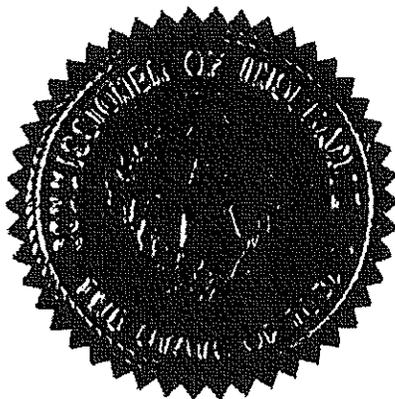
WESTERN SURETY COMPANY

SIOUX FALLS, SOUTH DAKOTA

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Liability other than Automobile; Fidelity & Surety
and Burglary & Theft

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

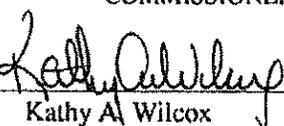


IN TESTIMONY WHEREOF, witness my hand and seal of
office at Austin, Texas, this

16th day of May A.D. 1997

ELTON BOMER
COMMISSIONER OF INSURANCE

BY


Kathy A. Wilcox
Director
Insurer Services

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2014

ASSETS

Bonds	\$ 1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	\$ 1,998,252,964

LIABILITIES AND SURPLUS

Losses	\$ 302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	\$ 630,226,850

Surplus Account:

Capital paid up	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,083,954,277
Surplus as regards policyholders	\$ 1,368,026,114
Total Liabilities and Capital	\$ 1,998,252,964

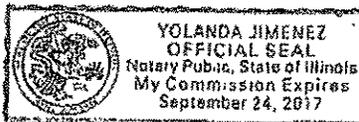
I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Peter Locy
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:



Yolanda Jimenez
Notary Public

ATTACHMENT V

LITIGATION DISCLOSURE FORM

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

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

Circle One

YES

NO

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

Circle One

YES

NO

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

Circle One

YES

NO

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

ATTACHMENT VI

COMPANY PROVIDING PROPOSAL FOR GUEST WIFI SOLUTION QUALIFICATIONS
GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Verveba Telecom-LLC
(Full, correct legal name)
- 2 Address: 2435 North Central Expressway Suite 1350
Richardson TX 75080
- 3 Telephone/Fax: 214 613 5331
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No X
5. Is your Company authorized and/or licensed to do business in Texas?
Yes X No ___
6. Where is the Company's corporate headquarters located? Richardson TX
7. a. Does the Company have an office located in Edinburg, Texas?
Yes ___ No X
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
___ (years) ___ (months)
c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes ___ No X
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
___ (years) ___ (months)
c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes _____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Lynsey DeLozier
Address: 2435 North Central Expressway suite 1350 Richardson TX 750
Telephone: 214 931 8776
Fax: 214 687 5412
Email: lynsey.delozier@venveba.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

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

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

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

Location	Description	Quantity	ListPrice	Extended Price	Selling Price	Total Line Amount
City Hall	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 5,948.52
	• 5.150 - 5.950 GHz Operating					
	• 802.11 ac Modulation					
	• Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2					
	• 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio					
	• VHT20/VHT40/VHT80 support					
	• Wall Mounted/Pole Mounted					
	• 4x N-type jack Antenna connections for external antennas					
	• Autosensing 10/100/1000 Base-T Ethernet PoE					
	• Environmental Compliance – IP 67					
• Power Options – 802.3at Power over Ethernet						
• Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins						
WS-C3560CX-8PC-S	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33
	• 8 port 10/100/1000 Ethernet ports					
	• 2 x 1 GE SFP					
	• 2 x 1 GE copper					
• IP base (IP services with RTU license)						
Controller Based Management system for all APs	Controller Based Management system for all APs	1	\$ 2,650.00	\$ 2,700.00	\$ 2,832.50	\$ 2,832.50
	Cambium Networks PTP 650					
Cambium Networks PTP 650	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	• To connect to South Water Tank for Guest WiFi Backhaul					
	• Frequency Availability – 4.9 GHz to 6.05 GHz					
	• Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels					
	• Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules					
	• Capacity – up to 450 Mbps					
	• Modulation – 256 QAM, Fast Adaptive Modulation					
	implementation supports symmetric and asymmetric TDD operation, 1588v2, and					
	• Latency – 1 -3 ms					
	• Reliability – Dynamic Spectrum Optimization					
• Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port.						
South Water Tank/ South Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	• To connect to City Hall for Guest WiFi Backhaul					
	• Frequency Availability – 4.9 GHz to 6.05 GHz					
• Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels						

<p>HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules</p> <ul style="list-style-type: none"> Capacity – up to 450 Mbps Modulation – 256 QAM, Fast Adaptive Modulation <p>implementation supports symmetric and asymmetric TDD operation, 1588v2, and</p> <ul style="list-style-type: none"> Latency – 1 -3 ms <ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization <p>port for optional fiber interface. Supports standard 802.at PoE output port.</p>					
<p>Cambium networks PMP 450</p> <ul style="list-style-type: none"> To connect to 4 City Park Sites Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz Flexible channel width – 5, 7, 10, or 20 MHz channels Configuration – Available in PTP and PMP modules Throughput – 125 Mbps Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM Security 128-bit AES Latency – 3 – 5 ms Synchronization – GPS Synchronization for scalability 	1	\$ 2,895.00	\$ 2,995.00	\$ 3,139.75	\$ 3,139.75
<p>Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point</p> <ul style="list-style-type: none"> To be mounted at base of South Water Tank to provide Guest WiFi access for South Park 5.150 - 5.950 GHz Operating Frequency 802.11 ac Modulation Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio VHT20/VHT40/VHT80 support Wall Mounted/Pole Mounted 4x N-type jack Antenna connections for external antennas Autosensing 10/100/1000 Base-T Ethernet PoE Environmental Compliance – IP 67 Power Options – 802.3at Power over Ethernet Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13
<p>WS-C3560CX-8PC-S</p> <ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet ports 2 x 1 GE SFP 2 x 1 GE copper IP base (IP services with RTU license) Switch 1 – to provide connectivity for 8 city locations via fiber to the Parks and Recreation Facility 	2	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 2,124.66

	<ul style="list-style-type: none"> Switch 2 – to provide connectivity for City Park locations Guest WiFi access to the PTP Backhaul to City Hall 					
	Outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors	510	\$ 0.79	\$ 0.98	\$ 1.02	\$ 520.20
	<ul style="list-style-type: none"> To provide connectivity for 8 city locations into the Parks and Recreation network in MDF Take 8 City office locations off of the current City WAN and connect to fiber into Parks and Recreation facility 					
Splash Pad Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 					
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 					
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 					
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps Modulation – 256 QAM, Fast Adaptive Modulation 					
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 					
	<ul style="list-style-type: none"> Latency – 1 -3 ms 					
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 					
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13
	<ul style="list-style-type: none"> To be mounted to concession stand 5.150 - 5.950 GHz Operating Frequency 802.11 ac Modulation Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio VHT20/VHT40/VHT80 support Wall Mounted/Pole Mounted 4x N-type jack Antenna connections for external antennas Autosensing 10/100/1000 Base-T Ethernet PoE Environmental Compliance – IP 67 Power Options – 802.3at Power over Ethernet Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 					
	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33

	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet ports 2 x 1 GE SFP 2 x 1 GE copper IP base (IP services with RTU license) 					
Municipal Park	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 5,948.52
	<ul style="list-style-type: none"> AP-1 mounted to scoreboard 1 AP-2 mounted to scoreboard 2 AP-3 mounted to field house AP-4 mounted to pavilion 					
	5.150 - 5.950 GHz Operating Frequency					
	802.11 ac Modulation					
	Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2					
	(MIMO) Radio					
	VHT20/VHT40/VHT80 support					
	Wall Mounted/Pole Mounted					
	4x N-type jack Antenna connections for external antennas					
	PoE					
	Environmental Compliance – IP 67					
	Ethernet					
	Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins					
	Cambium networks PMP 450	1	\$ 2,895.00	\$ 2,995.00	\$ 3,139.75	\$ 3,139.75
	<ul style="list-style-type: none"> To support 4 APs 					
5.9 GHz						
Flexible channel width – 5, 7, 10, or 20 MHz channels						
modules						
Throughput – 125 Mbps						
Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM						
Security 128-bit AES						
Latency – 3 – 5 ms						
Synchronization – GPS Synchronization for scalability						
Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75	
<ul style="list-style-type: none"> To be mounted to Pavilion to connect to South Water Tank PMP Backhaul 						
Frequency Availability – 4.9 GHz to 6.05 GHz						
Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels						
Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules						
Capacity – up to 450 Mbps						
Modulation						
<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 						

	<ul style="list-style-type: none"> • Latency – 1 -3 ms • Reliability – Dynamic Spectrum Optimization • Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 					
	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33
	<ul style="list-style-type: none"> • 8 port 10/100/1000 Ethernet Ports • 2 x 1 GE SFP • 2 x 1 GE copper • IP base (IP services with RTU license) 					
Memorial Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	<ul style="list-style-type: none"> • To be mounted to concession stand to connect to South Water Tank PMP Backhaul • Frequency Availability – 4.9 GHz to 6.05 GHz • Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 					
	<ul style="list-style-type: none"> • Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules • Capacity – up to 450 Mbps 					
	Modulation					
	<ul style="list-style-type: none"> • Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 					
	<ul style="list-style-type: none"> • Latency – 1 -3 ms • Reliability – Dynamic Spectrum Optimization • Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 					
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13
	<ul style="list-style-type: none"> • To be mounted to concession stand • 5.150 - 5.950 GHz Operating Frequency • 802.11 ac Modulation • Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 					
	(MIMO) Radio					
	<ul style="list-style-type: none"> • VHT20/VHT40/VHT80 support • Wall Mounted/Pole Mounted • 4x N-type jack Antenna connections for external antennas 					
	PoE					
	<ul style="list-style-type: none"> • Environmental Compliance – IP 67 					
	Ethernet					
<ul style="list-style-type: none"> • Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 						
WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33	
<ul style="list-style-type: none"> • 8 port 10/100/1000 Ethernet ports • 2 x 1 GE SFP • 2 x 1 GE copper • IP base (IP services with RTU license) • IP base (IP services with RTU license) 						

Misc equiptme nt/material s		n/a	\$ 5,300.00	\$ 5,450.00	\$ 5,715.00	\$ 5,715.00	
Installatio n and Programm ing					\$	37,975.00	
Total Proposal			\$				89,353.36
Yearly Maintenance (not included in total above)			\$				9,600.00

Location	Description	Quantity	ListPrice	Extended Price	Selling Price	Total Line Amount
City Hall	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	4	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 5,948.52
	• 5.150 - 5.950 GHz Operating					
	• 802.11 ac Modulation					
	• Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2					
	• 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio					
	• VHT20/VHT40/VHT80 support					
	• Wall Mounted/Pole Mounted					
	• 4x N-type jack Antenna connections for external antennas					
	• Autosensing 10/100/1000 Base-T Ethernet PoE					
	• Environmental Compliance – IP 67					
• Power Options – 802.3at Power over Ethernet						
• Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins						
WS-C3560CX-8PC-S	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33
	• 8 port 10/100/1000 Ethernet ports					
	• 2 x 1 GE SFP					
	• 2 x 1 GE copper					
• IP base (IP services with RTU license)						
Controller Based Management system for all APs	Controller Based Management system for all APs	1	\$ 2,650.00	\$ 2,700.00	\$ 2,832.50	\$ 2,832.50
	Cambium Networks PTP 650					
South Water Tank/ South Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	• To connect to South Water Tank for Guest WiFi Backhaul					
	• Frequency Availability – 4.9 GHz to 6.05 GHz					
	• Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels					
	• Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules					
	• Capacity – up to 450 Mbps					
	• Modulation – 256 QAM, Fast Adaptive Modulation					
	implementation supports symmetric and asymmetric TDD operation, 1588v2, and					
	• Latency – 1 -3 ms					
	• Reliability – Dynamic Spectrum Optimization					
• Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port.						
South Water Tank/ South Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	• To connect to City Hall for Guest WiFi Backhaul					
	• Frequency Availability – 4.9 GHz to 6.05 GHz					
• Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels						

<p>HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules</p> <ul style="list-style-type: none"> Capacity – up to 450 Mbps Modulation – 256 QAM, Fast Adaptive Modulation <p>implementation supports symmetric and asymmetric TDD operation, 1588v2, and</p> <ul style="list-style-type: none"> Latency – 1 -3 ms <ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization <p>port for optional fiber interface. Supports standard 802.at PoE output port.</p>					
<p>Cambium networks PMP 450</p> <ul style="list-style-type: none"> To connect to 4 City Park Sites Frequency availability – 2.4, 3.5, 3.65, 4.9 – 5.9 GHz Flexible channel width – 5, 7, 10, or 20 MHz channels Configuration – Available in PTP and PMP modules Throughput – 125 Mbps Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM,256QAM Security 128-bit AES Latency – 3 – 5 ms Synchronization – GPS Synchronization for scalability 	1	\$ 2,895.00	\$ 2,995.00	\$ 3,139.75	\$ 3,139.75
<p>Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point</p> <ul style="list-style-type: none"> To be mounted at base of South Water Tank to provide Guest WiFi access for South Park 5.150 - 5.950 GHz Operating Frequency 802.11 ac Modulation Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio VHT20/VHT40/VHT80 support Wall Mounted/Pole Mounted 4x N-type jack Antenna connections for external antennas Autosensing 10/100/1000 Base-T Ethernet PoE Environmental Compliance – IP 67 Power Options – 802.3at Power over Ethernet Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13
<p>WS-C3560CX-8PC-S</p> <ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet ports 2 x 1 GE SFP 2 x 1 GE copper IP base (IP services with RTU license) Switch 1 – to provide connectivity for 8 city locations via fiber to the Parks and Recreation Facility 	2	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 2,124.66

	<ul style="list-style-type: none"> Switch 2 -- to provide connectivity for City Park locations Guest WiFi access to the PTP Backhaul to City Hall 					
	Outdoor shielded 62.5-micron multimode fiber optic cable (6-strand) including proper ST or SC connectors	510	\$ 0.79	\$ 0.98	\$ 1.02	\$ 520.20
	<ul style="list-style-type: none"> To provide connectivity for 8 city locations into the Parks and Recreation network in MDF Take 8 City office locations off of the current City WAN and connect to fiber into Parks and Recreation facility 					
Splash Pad Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
	<ul style="list-style-type: none"> To be mounted to concession stand to connect to South Water Tank PMP Backhaul 					
	<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz 					
	<ul style="list-style-type: none"> Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 					
	<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 					
	<ul style="list-style-type: none"> Capacity – up to 450 Mbps 					
	<ul style="list-style-type: none"> Modulation – 256 QAM, Fast Adaptive Modulation 					
	<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 					
	<ul style="list-style-type: none"> Latency – 1 -3 ms 					
	<ul style="list-style-type: none"> Reliability – Dynamic Spectrum Optimization 					
	<ul style="list-style-type: none"> Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 					
	Areohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13
	<ul style="list-style-type: none"> To be mounted to concession stand 5.150 - 5.950 GHz Operating Frequency 802.11 ac Modulation Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 2x2:2 Stream Multiple-In, Multiple-Out (MIMO) Radio VHT20/VHT40/VHT80 support Wall Mounted/Pole Mounted 4x N-type jack Antenna connections for external antennas Autosensing 10/100/1000 Base-T Ethernet PoE Environmental Compliance – IP 67 Power Options – 802.3at Power over Ethernet Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 					
	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33

	<ul style="list-style-type: none"> 8 port 10/100/1000 Ethernet ports 2 x 1 GE SFP 2 x 1 GE copper IP base (IP services with RTU license) 					
Municipal Park	Arhive AP1130 802.11 ac Extreme Wi-Fi Access Point	4	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 5,948.52
	<ul style="list-style-type: none"> AP-1 mounted to scoreboard 1 AP-2 mounted to scoreboard 2 AP-3 mounted to field house AP-4 mounted to pavilion 					
	<ul style="list-style-type: none"> 5.150 - 5.950 GHz Operating Frequency 802.11 ac Modulation Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 					
	(MIMO) Radio					
	<ul style="list-style-type: none"> VHT20/VHT40/VHT80 support Wall Mounted/Pole Mounted 4x N-type jack Antenna connections for external antennas 					
	PoE					
	<ul style="list-style-type: none"> Environmental Compliance – IP 67 					
	Ethernet					
	<ul style="list-style-type: none"> Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 					
	Cambium networks PMP 450	1	\$ 2,895.00	\$ 2,995.00	\$ 3,139.75	\$ 3,139.75
	<ul style="list-style-type: none"> To support 4 APs 					
	5.9 GHz					
	<ul style="list-style-type: none"> Flexible channel width – 5, 7, 10, or 20 MHz channels 					
	modules					
	<ul style="list-style-type: none"> Throughput – 125 Mbps Dynamic Adaptive Modulation – QPSK, 16QAM, 64QAM, 256QAM 					
	<ul style="list-style-type: none"> Security 128-bit AES Latency – 3 – 5 ms Synchronization – GPS Synchronization for scalability 					
	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75
<ul style="list-style-type: none"> To be mounted to Pavilion to connect to South Water Tank PMP Backhaul 						
<ul style="list-style-type: none"> Frequency Availability – 4.9 GHz to 6.05 GHz Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 						
<ul style="list-style-type: none"> Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules 						
<ul style="list-style-type: none"> Capacity – up to 450 Mbps 						
Modulation						
<ul style="list-style-type: none"> Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency 						

	<ul style="list-style-type: none"> • Latency – 1 -3 ms • Reliability – Dynamic Spectrum Optimization • Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 						
	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33	\$ 1,062.33
	<ul style="list-style-type: none"> • 8 port 10/100/1000 Ethernet Ports • 2 x 1 GE SFP • 2 x 1 GE copper • IP base (IP services with RTU license) 						
Memorial Park	Cambium Networks PTP 650	1	\$ 2,495.00	\$ 2,535.00	\$ 2,659.75	\$ 2,659.75	\$ 2,659.75
	<ul style="list-style-type: none"> • To be mounted to concession stand to connect to South Water Tank PMP Backhaul • Frequency Availability – 4.9 GHz to 6.05 GHz • Flexible channel width – 5, 10, 15, 20, 30, 40 and 45 MHz channels 						
	<ul style="list-style-type: none"> • Security 128/256-Bit AES Encryption, HTTPS/TLS and SNMPv3 management, RADIUS authentication and configurable password rules • Capacity – up to 450 Mbps 						
	Modulation						
	<ul style="list-style-type: none"> • Versatility – Easy to integrate layer 2 bridge implementation supports symmetric and asymmetric TDD operation, 1588v2, and Synchronous Ethernet precision timing and frequency • Latency – 1 -3 ms • Reliability – Dynamic Spectrum Optimization • Interfaces – Two Gigabit Ethernet Ports, SFP port for optional fiber interface. Supports standard 802.at PoE output port. 						
	Arcohive AP1130 802.11 ac Extreme Wi-Fi Access Point	1	\$ 1,399.00	\$ 1,417.18	\$ 1,487.13	\$ 1,487.13	\$ 1,487.13
	<ul style="list-style-type: none"> • To be mounted to concession stand • 5.150 - 5.950 GHz Operating Frequency • 802.11 ac Modulation • Rates (Mbps): MCS0 – MCS9 (6.5Mbps – 867Mbps), NSS = 1-2 						
	(MIMO) Radio						
	<ul style="list-style-type: none"> • VHT20/VHT40/VHT80 support • Wall Mounted/Pole Mounted • 4x N-type jack Antenna connections for external antennas 						
	PoE						
<ul style="list-style-type: none"> • Environmental Compliance – IP 67 							
Ethernet							
<ul style="list-style-type: none"> • Power Specifications – IEEE802.3at PoE Power, 12 V DC input, RJ-45 power input pins 							
	WS-C3560CX-8PC-S	1	\$ 980.00	\$ 1,013.33	\$ 1,062.33	\$ 1,062.33	\$ 1,062.33
	<ul style="list-style-type: none"> • 8 port 10/100/1000 Ethernet ports • 2 x 1 GE SFP • 2 x 1 GE copper • IP base (IP services with RTU license) • IP base (IP services with RTU license) 						

Misc equiptme nt/materia ls		n/a	\$ 5,300.00	\$ 5,450.00	\$ 5,715.00	\$ 5,715.00
Installatio n and Programm ing					\$	37,975.00
Total Proposal						\$ 89,353.36
Yearly Maintenance (not included in total above)						\$ 9,600.00

CONCLUSION

We look forward to working with the City of Edinburg. Thank you for your consideration.

Lynsey DeLozier
Verveba Account Manager
2435 N. Central Expressway Suite 1350
Richardson TX 75080
Cell: 214-931-8776
lynsey.delozier@verveba.com



MEETING SIGN-IN SHEET

Project: RFP 2016-009 City Guest WiFi Solution

NOTICE: By signing below, you are confirming that you have attended a mandatory pre-bid meeting for the project of "City Guest WiFi Solution" and understand that attending the pre-bid meeting is required for all vendors interested in submitting a proposal as stated in the RFP. Attendance is required in order for all vendors to understand the Scope of Work.

Name	Title	Company	Phone	E-Mail	Date
Mike Steed	Owner	True IP Solutions	910-305-6232	msteede@trueipsolutions.com	2-5/16
Gabriel Segredo	Network Consultant	Insight	330-6996	gabriel.segredo@insight.com	2-5-16
Jerry Gomez	Director	Verveba Telecom	830 322 9694	jerry.gomez@verveba.com	2-5-16
Mario Quintanilla	Sr Systems Engineer	Presidio	956-442-5340	mquintanilla@presidio.com	2/5/16



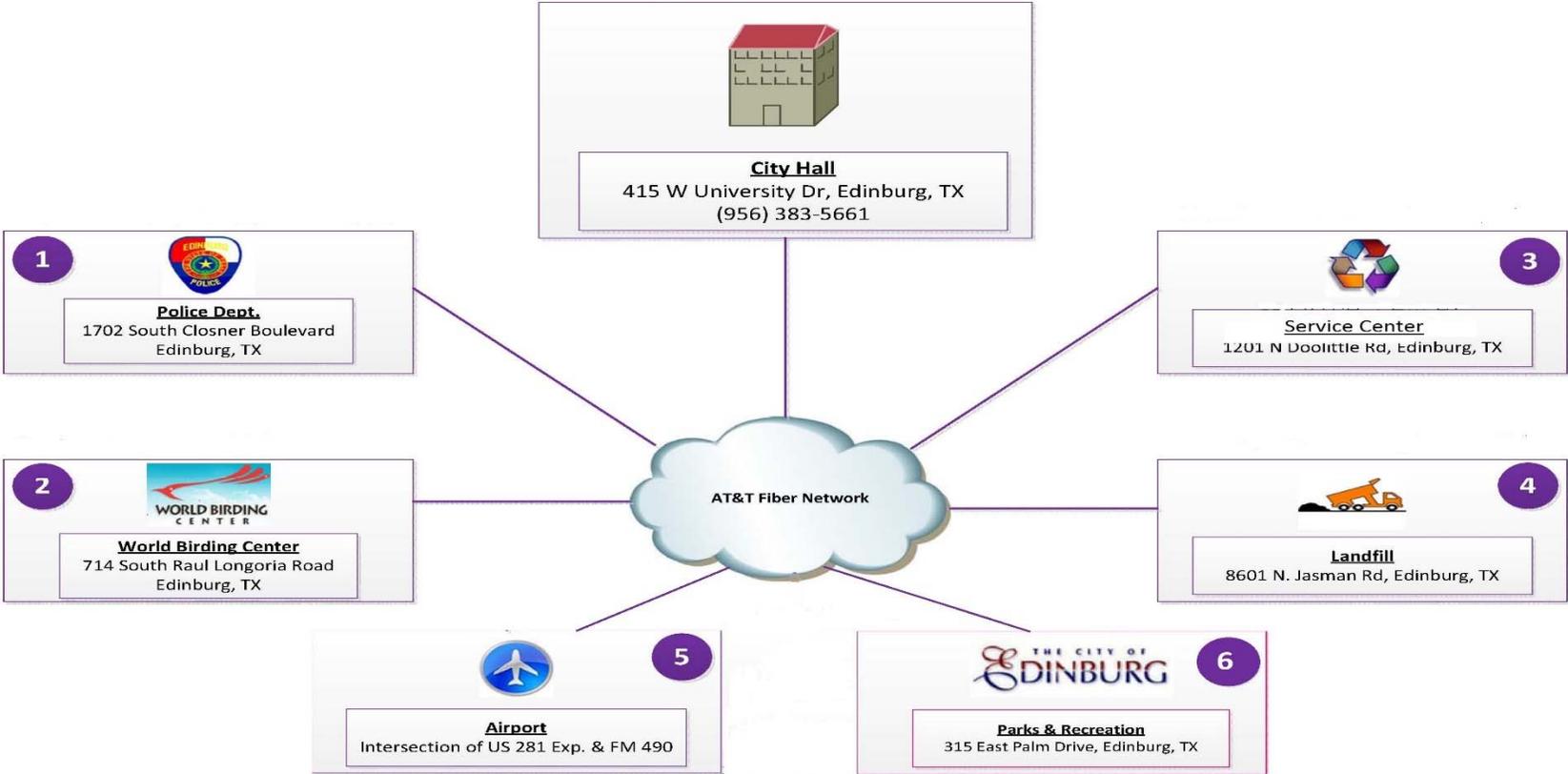
Guest WiFi



City WAN - Fiber



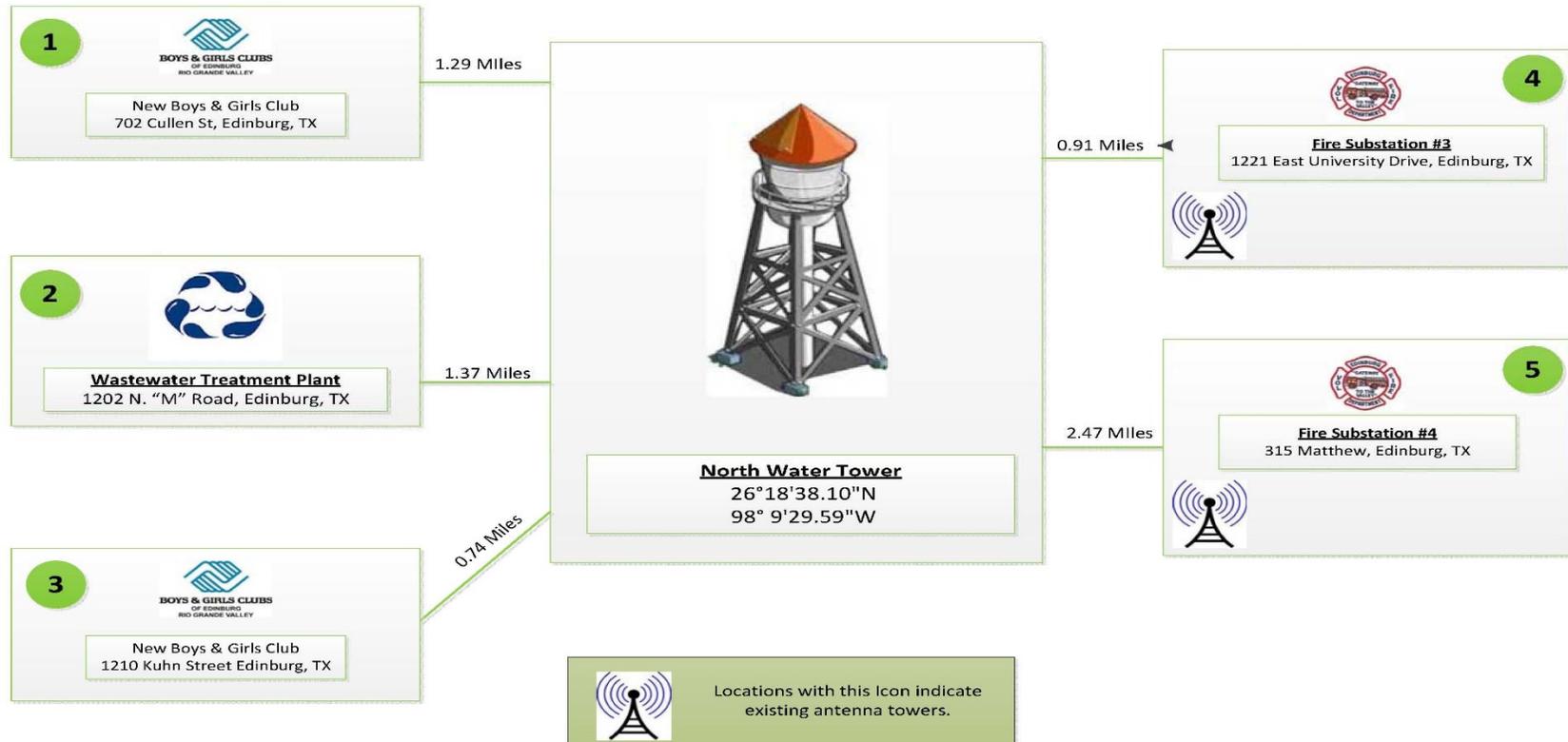
City of Edinburg – AT&T Fiber Network
Last Updated: 02-02-2016



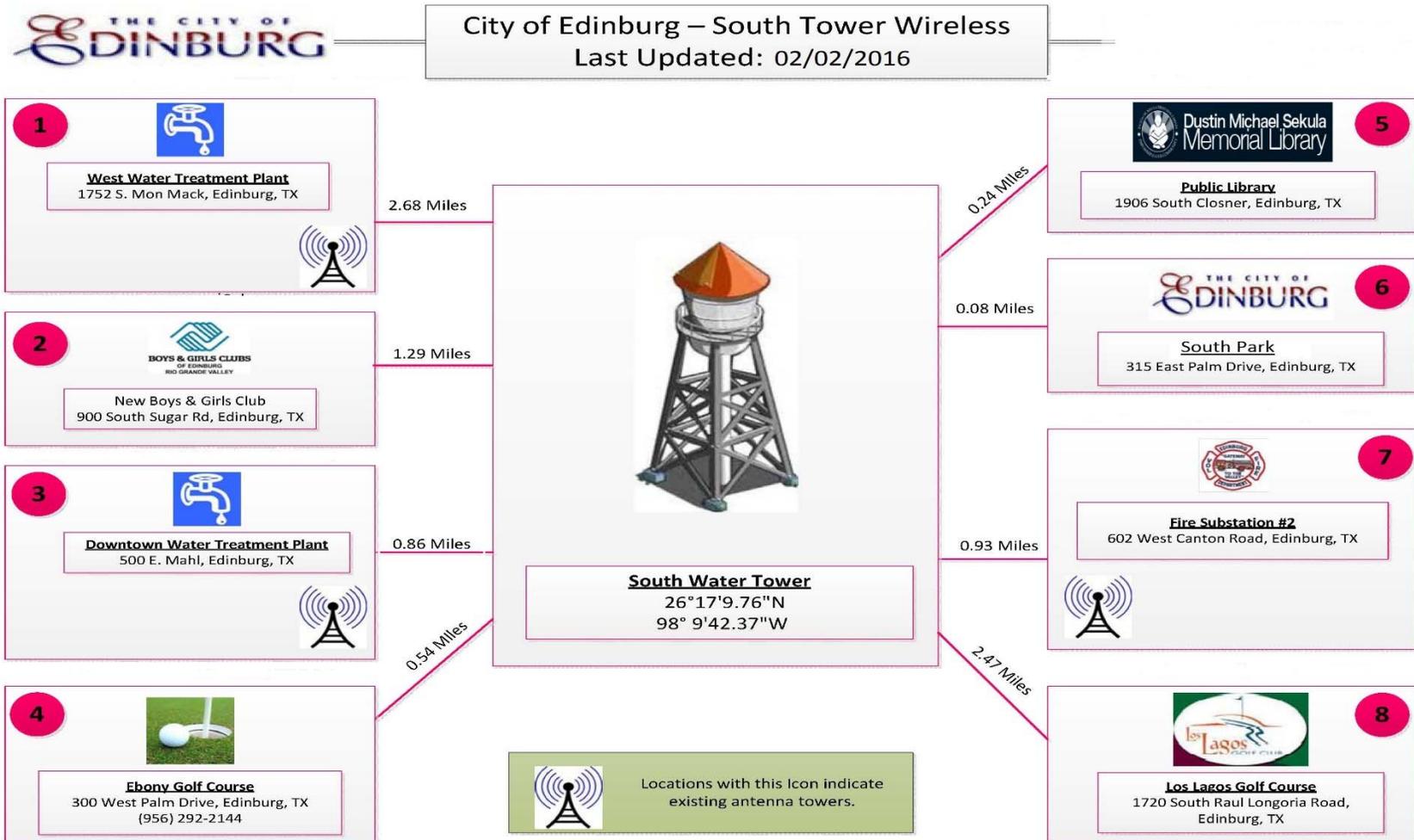
City WAN – North Tower



City of Edinburg – North Tower Wireless
Last Updated: 02/02/2016



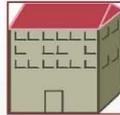
City WAN – South Tower



Fire Dept – City Hall Fiber



City of Edinburg – Direct Fiber Connection
Last Updated: 02-02-2016



City Hall

415 W University Dr, Edinburg, TX
(956) 383-5661

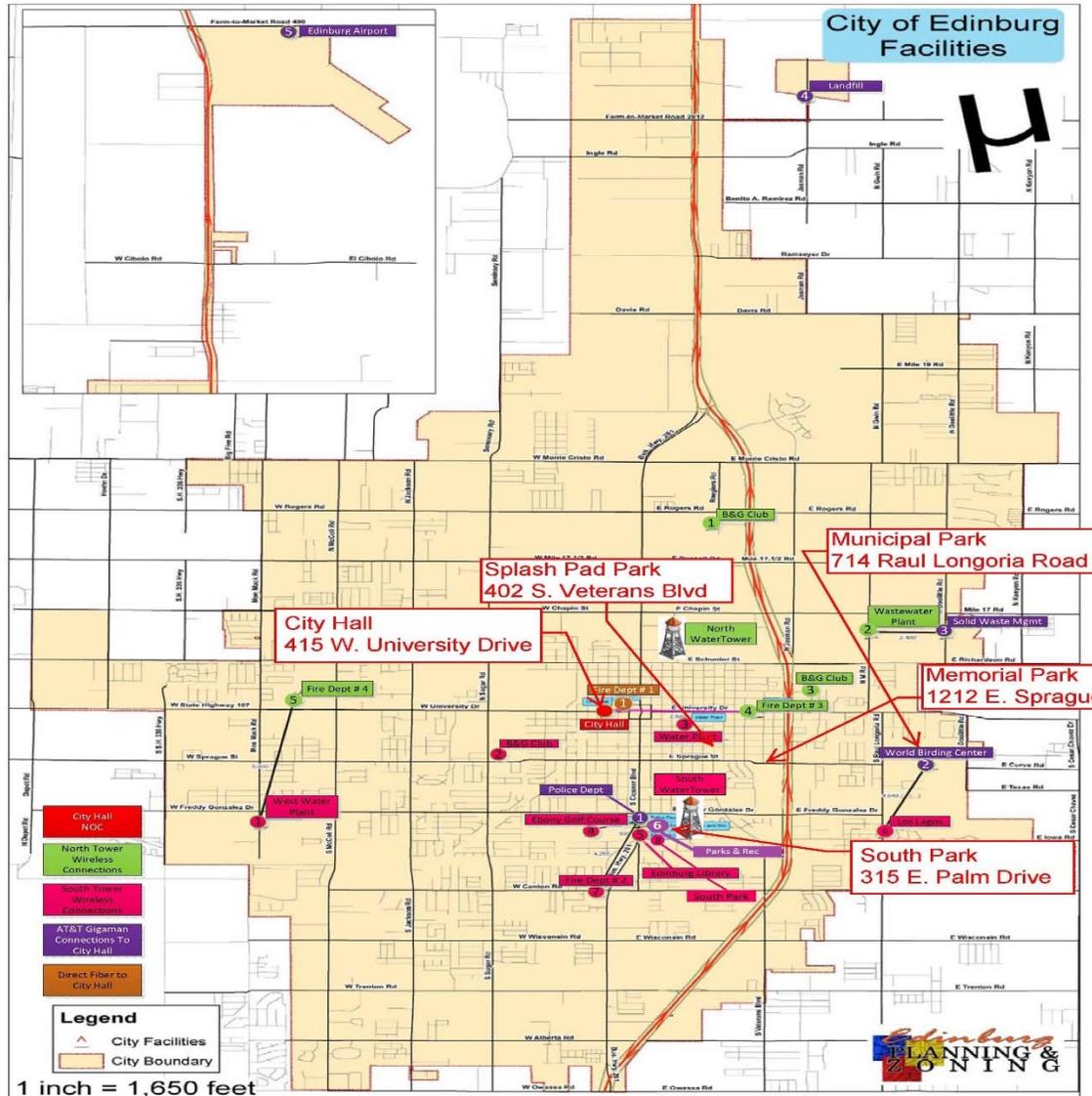
1



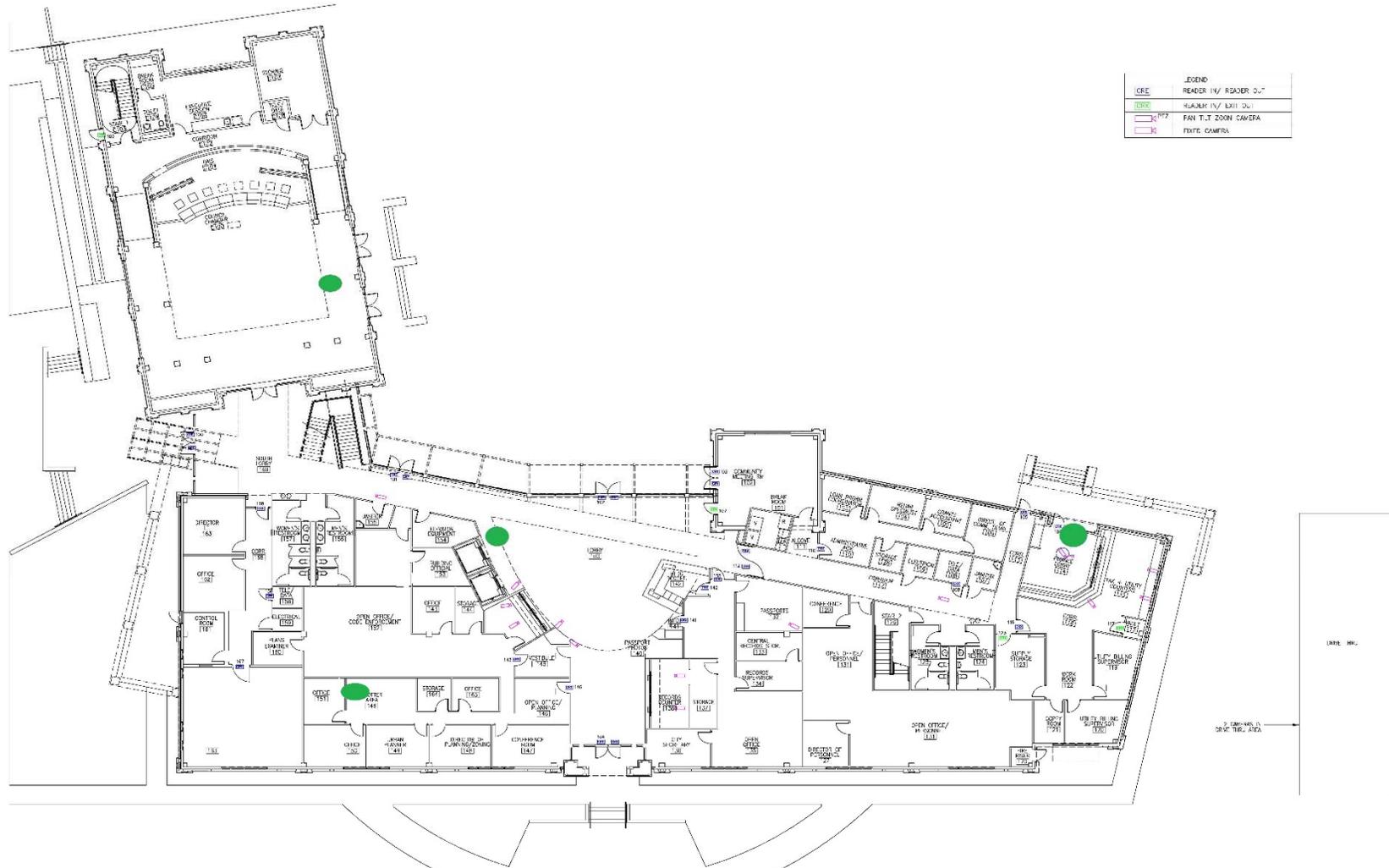
Fire Substation #1

212 West Mc Intyre Street,
Edinburg, TX

City Guest WiFi Sites



City Hall Guest WiFi APs



Municipal Park



Municipal Park Concession



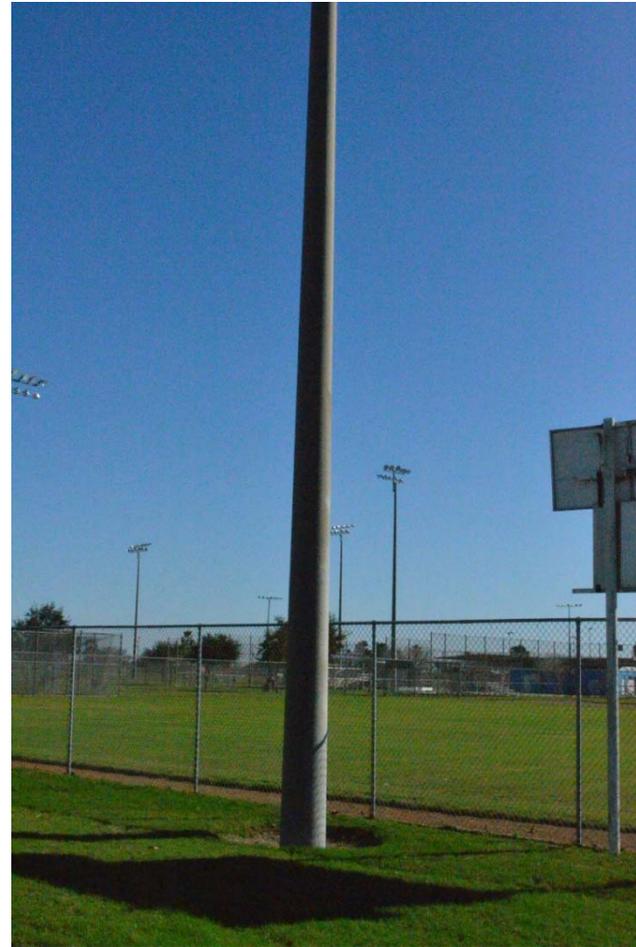
Municipal Park Pavilion #1



Municipal Park Pavilion #1



Municipal Park Field #2



Municipal Park Field #6



Splash Pad/Freddy Gonzalez Park



Splash Pad/Freddy Gonzalez Park



Memorial Park



Memorial Park



South Park



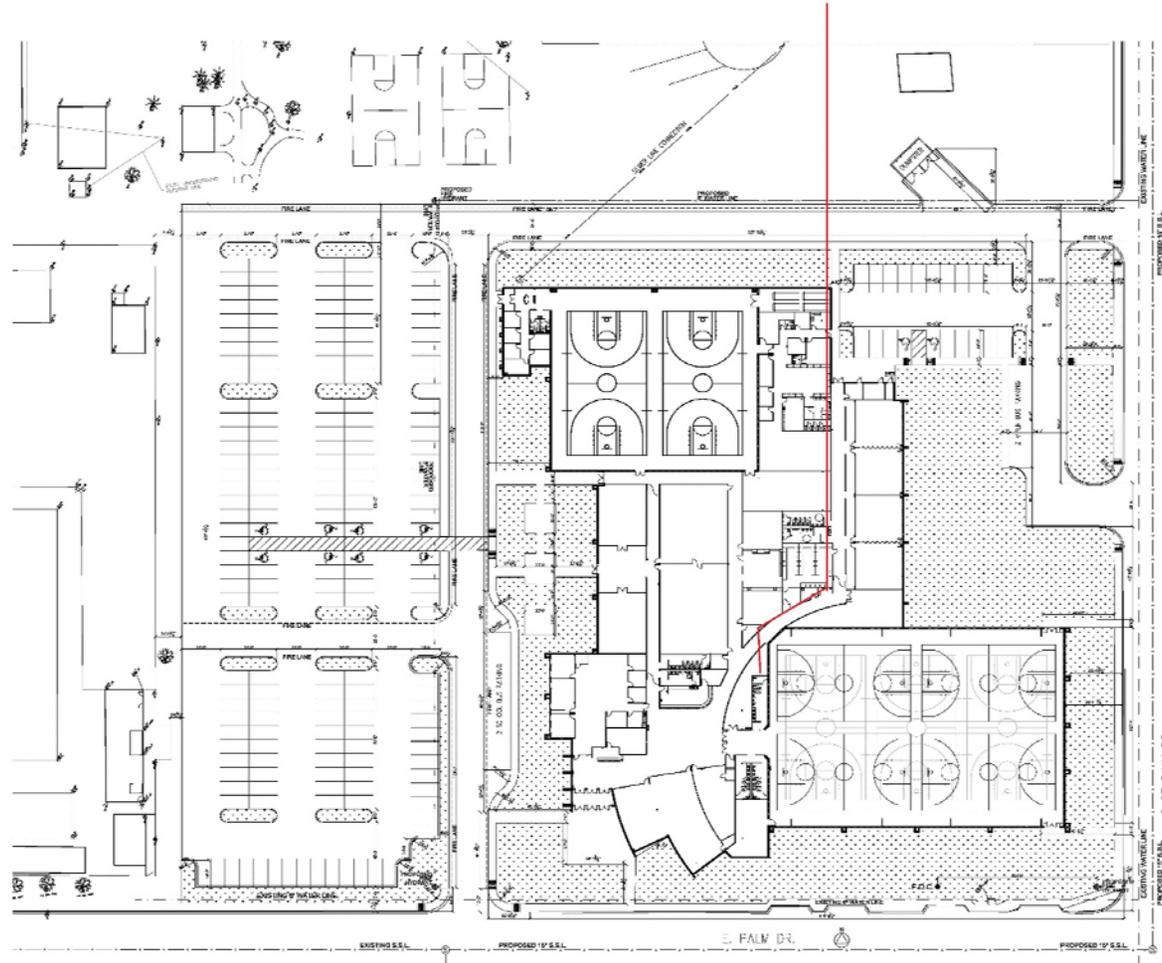
City provided conduit with pull-string and building penetration total length of fiber 510 ft.



Conduit will be provided to ceiling, j-hooks required to MDF



Fiber Install



MEASUREMENT

TITLE: SITE PLAN

PROJECT: EDINBURG COMMUNITY CENTER & VIPER TRAINING
EDINBURG, TX

DATE: 08-14
SCALE: 1" = 30'
SHEET: 13-091

1 of 20

Presidio
777 E. Sonterra Blvd. Ste 300
San Antonio, TX 78258

IKON Office Solutions, INC
A Ricoh Company
1400 N McColl, #103
McAllen, TX 78501

Kiwix Technology
2511 West Empire Ave
Burbank, CA 91504

NetSync Network Solutions
2500 W. Loop South, Ste. 410
Houston, Texas 77027

RESOLUTIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Approving Resolution Adopting the Hidalgo County Mitigation Action Plan 2016, for Hidalgo County to Become Eligible for any Future Federal Hazard Mitigation Grant Funding. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

The City of Edinburg must have a Local Mitigation Plan in place in order to be in compliance with the Governor's Division of Emergency Management. The City of Edinburg is participating in conjunction with 13 governmental agencies within in Hidalgo County to be part of the Hidalgo County Mitigation Action Plan 2016..

RECOMMENDATION:

Approve Resolution Adopting the Hidalgo County Mitigation Action Plan 2016, for Hidalgo County to Become Eligible for any Future Federal Hazard Mitigation Grant Funding.

REVIEWED BY:

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

PREPARED BY:

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

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

/s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

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

March 3, 2016

The Honorable Ramon Garcia
Judge, County of Hidalgo
302 W. University Dr.
Edinburg, TX 78539

RE: Approvable Pending Adoption of the County of Hidalgo Local Mitigation Plan, DR-1999-022

Dear Judge Garcia:

Congratulations! FEMA has concluded the review of the Hidalgo County, Texas, local mitigation action plan, and the plan is found to be approvable pending adoption. In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please mail us the complete adoption package in the form of a CD containing the following:

- The final plan formatted as a single document
 - Plan must be dated to match the date of the first adoption
 - Remove track changes, strikethroughs and highlights
- All signed resolutions as a separate single document

The previous review tool may contain recommendations to be applied to your next update. DO NOT make any further changes to your plan until it has been approved.

The following participating governments in this plan are included in Attachment A.

If you have any questions concerning this procedure, please do not hesitate to contact me at Mitchell.Osburn@dps.texas.gov or 512-337-0043. We commend you for your commitment to mitigation.

Respectfully,



Mitchell A. Osburn
Mitigation Plans Administrator
Texas Division of Emergency Management
Texas Homeland Security
Texas Department of Public Safety

MAO/kg

Enclosures: Attachment A

Attachment A

Hidalgo County, Texas
Multi-Jurisdictional
Hazard Mitigation Plan Participants

Below is the list of participating governments included in the March 2, 2016 review of the referenced Hazard Mitigation plan:

1. Hidalgo County
2. City of Alamo
3. City of Edcouch
4. City of Edinburg
5. City of Hidalgo
6. City of LaVilla
7. City of McAllen
8. City of Mercedes
9. City of Mission
10. City of Palmview
11. City of Pharr
12. City of San Juan
13. City of Sullivan

MAO/kg

RESOLUTION NO. _____

THE STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF EDINBURG

**RESOLUTION ADOPTING THE
HIDALGO COUNTY HAZARD
MITIGATION ACTION PLAN
2016**

WHEREAS, a range of hazards in Hidalgo County of Texas historically have caused significant disasters with losses of life and property, and natural resource damage:

WHEREAS, the City of Edinburg recognizes the treat that natural hazards pose to the people and property within the City of Edinburg; and

WHEREAS, the County of Hidalgo has prepared a multi-hazard mitigation action plan , hereby known as the Hidalgo County Hazard Mitigation Action Plan 2016 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Hidalgo County Hazard Mitigation Action Plan 2016, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Edinburg, Hidalgo County, City of Alamo, City of Edcouch, City of Hidalgo, City of La Villa, City of McAllen, City of Mercedes, City of Mission, City of Palmview, City of Pharr, City of San Juan, and City of Sullivan from the impacts of future hazards and disaster; and

WHEREAS, adoption by the City of Edinburg demonstrates Hidalgo County's commitment to the hazard mitigation and achieving the goals outlined in the Hidalgo County Hazard Mitigation Action Plan 2016.

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

SECTION 1: The City Council hereby authorizes the adoption of the Hidalgo County Hazard Mitigation Action Plan 2016.

SECTION 2: The City Council hereby authorizes Richard H. Garcia, Mayor of the City of Edinburg with the responsibility authority, and the means to inform all parties of the actions to; develop an addendum as necessary; assure that the plan will be reviewed at least annually and that any needed adjustments will be developed and present to the City Council as necessary; and agrees to take such other official actions as may be reasonably necessary to carry out the objectives of Hidalgo County Hazard Mitigation Action Plan 2016.

SECTION 3: The City of Edinburg will pursue available funding opportunities for implementation of the proposals designated therein, and will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

SECTION 4: The City of Edinburg will continue to participate in the Hidalgo County Hazard Mitigation Action Plan 2016 planning process, including reporting of progress as required by FEMA and the Governor's Division of Emergency Management.

SECTION 5: 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: 6 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 5th day of April, 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

CONTRACTUALS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Authorizing the City Manager to Sign and Submit a Request for Change Order to Sprint for Re-banding City of Edinburg 800MHZ Radio System. [Shawn M. Snider, Fire Chief]

STAFF COMMENTS AND RECOMMENDATION:

Planning for re-banding Edinburg's Harris radio system was completed nearly two years ago, and the FRA was signed August of 2014. Re-banding forces the incumbent to program their radios. The cost for programming the radios was planned in the FRA, but updating the Flash Code was not included because it was believed at the time that the existing Flash Code would be acceptable. It has now been determined that reprogramming the radios requires updating the Flash Code. Harris has released updates to the radio Operating System code (aka Flash Code) and the application used to program the radios (RPM, Radio Profile Manager) during this period. It is imperative that radios be programmed with the same version of Flash Code, using the same version of RPM. The latest version of Flash Code must be used in order to be supported by the current version of RPM and in order to receive technical support from Harris. The current FRA includes the cost to program the radios with the pre and post re-banded personalities (aka code plug), but does not include the cost to update the Flash Code. The personality is a small file and loads quickly; the Flash Code is large and loading it adds 15 minutes of programming time per radio. This Change Notice is to add funding to cover the labor and associated travel and living expenses for the technicians programming the radios.

There will not be any expense to the City of Edinburg.

RECOMMENDATION:

Approve Authorizing the City Manager to Sign and Submit a Request for Change Order to Sprint for Re-banding City of Edinburg 800MHZ Radio System.

REVIEWED BY:

PREPARED BY:

Mari Tovar, Adm. Asst.

/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/ Shawn Snider

Shawn Snider
Fire Chief

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



Change Notice Form

Incumbent Licensee Name: City of Edinburg, Texas

Submitted By: Richard Hinojosa

Title: City Manager

Email:

Phone:

Deal ID Number: DL8910427821

Change Notice request relates to the following area (Double-click box(es) to check all that apply):
Equipment Legal Fees Project Management Costs Schedule Frequencies
Other (please specify)

Change Notice Applies to (Double-click box to check agreement that applies):
PFA FRA

Is this a new Change Notice? Yes No

Is it a revised Change Notice? Yes No If yes, date of original submission:
If yes, provide reason:

Is the change discussed below reflected in more than one Change Notice?
Yes No

Have you been in contact with a Sprint Project Manager or Representative regarding this Change Notice?
Yes No If yes, provide name:

Date of Change Notice: Licensee Signature:

Note: The TA strongly recommends use of the Change Notice form to ensure that all the necessary information is provided.

Answer the following (required):

- 1. Provide a description of the scope of the change to the work contemplated by the TA-approved Planning Funding Agreement (PFA) or Frequency Reconfiguration Agreement (FRA).

This change notice provides additional costs for updating the flash code on the Incumbent's subscribers. The FRA identifies 901 radios operating on the Edinburg system. Performing the work, as defined in section 2 of this Change Notice, will add 15 minutes of labor for each radio, a total of 901*15/60 = 225 hours. This is equivalent to 5.6 weeks; the travel and living expenses would be for 39 on-site days, so hotel, rental car and meals are increased accordingly. The work comprises the following steps (per radio): determine the model of radio, select the appropriate Flash Code (and ECP, Load App, Burn App) from the programming file directory, program the radio personality and Flash Code, document the radio configuration in the Radio Database.

This task only impacts the first touch programming, prior to reconfiguring the infrastructure. It should not be necessary to update the Flash Code again during the second programming (clean-up), assuming this occurs



The Official Reconfiguration Manager

within a reasonable period of time after the first programming. Legal fees incurred by incumbent in connection with this change notice are included in this change notice (7 hours).

2. Explain the need for the change.

Planning for rebanding Edinburg's Harris radio system was completed nearly two years ago, and the FRA was signed August of 2014. Rebanding forces the incumbent to program their radios. The cost for programming the radios was planned in the FRA, but updating the Flash Code was not included because it was believed at the time that the existing Flash Code would be acceptable. It has now been determined that reprogramming the radios requires updating the Flash Code. Harris has released updates to the radio Operating System code (aka Flash Code) and the application used to program the radios (RPM, Radio Profile Manager) during this period. It is imperative that radios be programmed with the same version of Flash Code, using the same version of RPM. The latest version of Flash Code must be used in order to be supported by the current version of RPM and in order to receive technical support from Harris. The current FRA includes the cost to program the radios with the pre- and post-rebanded personalities (aka code plug), but does not include the cost to update the Flash Code. The personality is a small file and loads quickly; the Flash Code is large and loading it adds 15 minutes of programming time per radio. This Change Notice is to add funding to cover the labor and associated travel and living expenses for the technicians programming the radios.

3. Impact of Change on Timeline: Estimate any increase or decrease in the time required to complete the planning or reconfiguration activities contemplated in your PFA or FRA that is due to the change.

The additional task will add 225 hours of labor and 40 days of travel and living. If the work is distributed amongst the four programmers planned for the project it will add 10 days to the project.

➤ If Change Notice applies to your FRA, answer the following:

- a. Change Notice will impact the start or completion of subscriber retune activities
 Yes No
- b. Change Notice will impact the start or completion of infrastructure retune activities
 Yes No
- c. Change Notice will affect the reconfiguration schedule
 Yes No

4. Provide the estimated total cost of your Change Notice (dollar amount): \$44,735.20

Please note exceptions to filing Change Notices in certain cases of cost decreases, as described in the Change Notice Process Fact Sheet.

5. Detail any estimated increase or decrease in the Cost Estimate by completing Appendix A (PFA) or B (FRA) below as appropriate.

Appendix A (Planning Funding Agreement)

Not applicable



Appendix B (Frequency Reconfiguration Agreement)

Description of Work Performed (Expense Category)	Payee*		TOTAL Cost(s)** in TA-approved FRA Cost Estimate			Increase/ (Decrease) in Cost(s) due to Change	Revised TOTAL Cost(s)
	Licensee	Vendor	Internal Labor Costs	Vendor Costs	Expenses		
Subscriber Equipment Reconfiguration a. Subscriber Equipment Reconfiguration b. Project Management c. Travel Costs		X	\$0.00	\$33,750.00	\$8,185.20	\$41,935.20	\$270,559.55
Infrastructure Equipment Reconfiguration a. Central Site Infrastructure b. Repeater Site Infrastructure c. Miscellaneous Components d. Project Management e. Travel Costs							
Engineering and Verification a. Planning Costs, If Required 1. Frequency Analysis 2. System Inventory 3. Implementation Plan b. System Verification							
Contracts and Legal a. Legal Fees to Negotiate FRA b. FCC Licensing Work c. Other Legal Fees		Plache				\$2800.00	
Other Costs a. Other Project Management b. Taxes							
Total Estimated Costs			\$0.00	\$33,750.00	\$8,185.20	\$44,735.20	\$555,600.98

* Separately identify Incumbent and each Vendor being paid for work performed

** Costs = Internal Labor Costs + Vendor Costs + Expenses

6. Detail any requested equipment (replacement or loaner) by completing Appendix C below as appropriate.

Appendix C (Equipment)

Not applicable



Transition
Administrator

The Official Reconfiguration Manager

**FCC 800 MHz Band Reconfiguration
Change Notice Form
Form #: TA – 15.3**

**Submit Via Fax: 866-221-6990 or 703-935-5377
It will be received concurrently by both Sprint and the TA**

Please attach additional pages if necessary.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Authorizing the City Manager to Enter Into a Contract with NAFECO, Inc., for Bid No. 2016-36, Personal Protective Equipment, in the Amount Not-to-Exceed \$23,990. [Shawn M. Snider, Fire Chief]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, November 16, 2015 bids were opened for Bid No. 2016-36, Personal Protective Equipment. Bids were sent out to vendors and advertised according to City requirements, with a total of two bids received.

Staff submitted an agenda item on February 2, 2016 and recommended that Bid No. 2016-36, Personal Protective Equipment be awarded to NAFECO, Inc., as the sole bidder meeting specifications. The Agenda item was approved by City Council to purchase the ten (10) sets of Personal Protective Equipment from NAFECO, Inc., in the amount of \$23,990.

At this time staff is recommending that City Manager enter into an agreement with NAFECO, Inc. The term of this agreement shall be for a two (2) year period beginning as of the date of issuance of purchaser order, with the City's option to renew for one (1) additional year.

RECOMMENDATION:

Approve Authorizing the City Manager to Enter Into a Contract with NAFECO, Inc., for Bid No. 2016-36, Personal Protective Equipment, in the Amount Not-to-Exceed \$23,990.

REVIEWED BY:

PREPARED BY:

Mari Tovar, Adm. Asst.

Â

/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/ Shawn Snider

Shawn Snider

Fire Chief

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

- A. Provide Supplier with full information as to requirements for the Services.
- B. Give prompt written notice to Supplier whenever City observes or otherwise becomes aware of any defect in the services.

SECTION IV
RESPONSIBILITIES OF SUPPLIER

- A. The Supplier shall be responsible for providing the Personal Protective Equipment.
- B. The Supplier shall, in the scope of this Agreement, perform the Basic Services as specifically identified in **Exhibit "A"** and as specified in the appropriate sections of the Agreement.

SECTION V
PAYMENT AND FEES

City agrees to pay Supplier for personal protective equipment herein contracted for as provided in **Exhibit "A"**.

- A. The unit rate per set of personal protective equipment is \$2,399.00, as set out in the specifications outlined in Exhibit "A".
- B. The total compensation to the Supplier for the first year of the two year term of this Agreement shall not exceed twenty-three thousand nine hundred and ninety dollars (\$23,990.00) for ten (10) sets of personal protective equipment.
- C. Invoices shall be completed in accordance with City regulations.

SECTION VI
TIME OF PERFORMANCE

The Supplier will provide the personal protective equipment outlined in Exhibit "A" within sixty (60) days of issuance of purchase order.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be for a two (2) year period beginning as of the date of issuance of purchase order with the City's option to renew for one (1) additional year.

SECTION VIII
NON-APPROPRIATIONS

Notwithstanding anything in the Agreement documents 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.

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

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

SECTION IX
TERMINATION

Either party to this agreement shall have the right to terminate this Agreement at any time, and for any reason, after thirty (30) days' written notice, and any payment requested shall be made on goods delivered and/or services rendered and as provided in this Agreement.

SECTION X
MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with the State statute

- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence

 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

SECTION XI
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 XII
HOLD HARMLESS/INDEMNIFICATION CLAUSE

Supplier hereby agrees to indemnify and hold harmless and defend City, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Agreement.

SECTION XIII
ASSIGNMENT

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

SECTION XIV
MISCELLANEOUS

Any changes to this document must be approved by the City and signed by both parties to the Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Supplier have executed three (3) copies of this Agreement as of the date first above written.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
415 W. University
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 and Thompson, P.C.

City Attorney

NAFECO, INC.

BY: _____
Gabriel Labonte, South Texas Sales
538 Kerlick
New Braunfels, TX 78130
Phone: 1 (800) 628-6233

Attachment: Exhibit "A": Bid Proposal and Bid Forms
Exhibit "B": Certificate of Insurance

**CITY OF EDINBURG
 BID FORM FOR
 PERSONAL PROTECTIVE EQUIPMENT**

BID NO. 2016-36

BID OPENING DATE: November 16, 2015 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PERSONAL PROTECTIVE EQUIPMENT** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

BUYBOARD
 H-GAC
 TXMAS
 DEALER/LOCAL
 TX DIR
 TFC
 OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable)
 (if applicable)

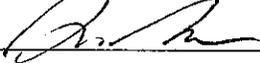
ITEM	ESTIMATES QUANTITY	DESCRIPTION	UNIT PRICE
1	10	PERSONAL PROTECTIVE EQUIPMENT (SPECIFICATIONS A)	\$ <u>2399</u> ⁰⁰
2	10	PERSONAL PROTECTIVE EQUIPMENT (SPECIFICATIONS B)	\$ _____

BID FORM FOR PERSONAL PROTECTIVE EQUIPMENT (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this 16th day of November, 2015.

SIGNATURE:



TYPE/PRINT NAME:

Gabe LaBonte

TITLE:

South Texas Sales

COMPANY:

NAFECO, Inc 1515 W. Nowlton
Decatur, AL, 35601

ADDRESS:

538 Kerlick

New Braunfels, TX 78130

TELEPHONE NO.:

820-822-8288

FAX NO.:

256-355-0852

EMAIL:

Gabe.Labonte@NAFECO.com



**BID REQUEST
ADDENDUM NUMBER ONE (1)**

DATE: NOVEMBER 06, 2015
RE: BID NO. 2016-36 – PERSONAL PROTECTIVE EQUIPMENT
OWNER: CITY OF EDINBURG
TO: ALL BIDDERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

All Addenda Issued in respect to this project shall be considered official changes to the original bid documents and shall become a part of the Contract documents.

SPECIFICATIONS ADDENDUM ITEM AS SPECIFIED BELOW:

CLARIFICATION: SPECIFICATIONS WERE IMPROPERLY LABELED AND SPECIFICATIONS #A WERE ERRONEOUSLY LEFT OUT.

REPLACE: SPECIFICATIONS PAGES 9-24 WITH THE CORRECT SPECIFICATIONS LABELED SPECIFICATIONS #A AND SPCIFICATIONS #B.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND FAX BACK TO MS. LORENA FUENTES, PURCHASING AGENT AT (956) 383-7111 OR VIA EMAIL TO lfuentes@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: Gabe Labonte TITLE: South Texas Sales
COMPANY: NAFECO, INC

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Purchasing Agent at (956) 388-1895.

Lorena Fuentes, Purchasing Agent



EDINBURG, TX
LION® V-FORCE™ COAT AND PANT
PROTECTIVE CLOTHING SPECIFICATION
NFPA 1971, 2013 EDITION

SCOPE: The purpose of the clothing is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

 COMPLIANT EXCEPTION

STANDARDS: All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party certification organization shall denote certification.

 COMPLIANT EXCEPTION

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

 COMPLIANT EXCEPTION

COMPOSITE PERFORMANCE: The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 43 when tested in accordance with NFPA 1971 standard.

 COMPLIANT EXCEPTION

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 270 when tested in accordance with NFPA 1971 standard.

 COMPLIANT EXCEPTION

The Heat Transfer Index rating shall be a minimum of 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and a minimum of 25 seconds for the knee when measured at 8 psi.

 COMPLIANT EXCEPTION

OUTER SHELL MATERIAL: +/- 7.0 oz./sq. yd. 70% "PBI Dominant" PBI®/KEVLAR® spun yarns/30% 600 denier KEVLAR® filament in a twill weave with extremely durable FPE water resistant Teflon® FPE alloy finish. Color shall be natural (gold).

 COMPLIANT EXCEPTION

MOISTURE BARRIER MATERIAL: CROSSTECH® 3-Layer membrane laminated between a NOMEX® pajama check and a NOMEX® woven fabric; weighing 7.0 oz./sq. yd.

COMPLIANT EXCEPTION

THERMAL LINER MATERIAL: The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Nomcx spun yarns, with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ face cloth shall be quilted to one layer spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

COMPLIANT EXCEPTION

STRESS POINTS: All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42 stitch minimum bar tack.

COMPLIANT EXCEPTION

REFLECTIVE TRIM: All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment. Trim shall be 3" Scotchlite II (triple trim) of lime/yellow, perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Coat trim shall be applied as follows: **Viz-a-V Pattern:** One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest; two 3" V shaped vertical strips shall be set at an angle from hem trim to back chest trim of the coat; one strip set vertical down flap of fallen man harness.

Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff; one strip extending from top of knee centered at outseam position to top of cuff trim.

COMPLIANT EXCEPTION

SIZES: Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular, and long. Male and female sizing is available.

COMPLIANT EXCEPTION

LABELING: Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer

Do Not Remove This Label

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2013 EDITION

MADE IN THE U.S.A.

COMPLIANT **EXCEPTION**

TRACKING LABEL SYSTEM: There shall be a PDF417, two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

COMPLIANT **EXCEPTION**

PACKAGING: Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use.

COMPLIANT **EXCEPTION**

USER INFORMATION GUIDE: Each garment shall include a *User Information Guide* with information required by NFPA 1971. This guide shall include:

- (a) Pre-use information:
 - Safety considerations.
 - Limitations of use.
 - Garment marking recommendations and restrictions.
 - A statement that most performance properties of the garment cannot be tested by the user in the field.
 - Warranty information.
- (b) Preparation for use:
 - Sizing/adjustment.
 - Recommended storage practices
- (c) Inspection:
 - Inspection frequency and details.
- (d) Don/Doff:
 - Donning and doffing procedures.

- Sizing and adjustment procedures.
- Interface issues.

(e) Use:

- Proper use consistent with NFPA 1500, *Standard on Fire Department, Occupational Safety and Health Program*, and 29 CFR 1910, 132.

(f) Maintenance and Cleaning:

- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
- Inspection details.
- Maintenance criteria and methods of repair where applicable.
- Decontamination procedures for both chemical and biological contamination.

(g) Retirement and disposal:

- Retirement and disposal criteria and considerations.

(h) Drag Rescue Device (DRD)

- Use, inspection, maintenance, cleaning and retirement of the DRD.

COMPLIANT EXCEPTION

WARRANTY: Each garment shall have a limited lifetime warranty against defects in material and workmanship.

COMPLIANT EXCEPTION

COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.

COMPLIANT EXCEPTION

V-FORCE™ BI-SWING COAT

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of our innovative V-fit design. For optimum comfort and mobility an inverted pleat on each side where back front and back body panel pieces meet shall be incorporated. Each pleat shall begin at the back of each shoulder and shall extend vertically down the side of the coat. A combination moisture barrier/thermal liner shall include a corresponding 1" inward dynamic fold approximately 1.5" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. Sleeves shall be of raglan design in the front and set in design in back. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure – 29, 30.5" 32", 33.5" or 35" long. (29" or 32" female).

COMPLIANT EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The moisture barrier/thermal liner shall be secured to the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings.

The liner shall have one 8.5" x 8.5" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

The two-piece moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

The **VENTED** moisture barrier features a circumferential opening at the torso mid section with a two-inch overlap and bartack reinforcement. Venting the moisture barrier allows increased heatloss performance while maintaining protection.

COMPLIANT EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

COMPLIANT EXCEPTION

COAT LINER INSPECTION SYSTEM: There shall be a 10" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1" x 4" Loop sewn to the back side of the liner system with a piece of 1.5" x 3" Hook sewn to the inside of the outer shell to ensure proper alignment when

installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

COMPLIANT EXCEPTION

COLLAR: The 3" split collar shall consist of two piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of CROSSTECH® Black. The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have multiple pieces 3/4" hook along top edge, and EXTRA HIDDEN SNAPS for liner attachment.

The liner collar shall be a layer of self material and a layer of CROSSTECH® Black. The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide CROSSTECH® Black and 1.5" self-material extension shall be sewn the full length of the neck with two pieces of 1" loop for attachment to shell collar. The self material extension shall overlap the shell collar to prevent exposure of the hook and loop. Collar closure shall be provided by Hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. The collar shall be attached to the liner facing using 3/4" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

COMPLIANT EXCEPTION

DRAG RESCUE DEVICE (DRD): The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" loop on the strap and a piece of 1" x 3.5" loop attached to the outer shell. This strap is then secured under a 2.5" x 4.25" flap that is sewn in at the neck /collar area. One piece of 1" x 3.5" hook shall be set horizontally on shell to align with one piece of 1" x 3.5" loop set horizontally to the underside of the flap. The harness is also held in proper alignment by means of a piece of 2" x 2" loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5" x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set inside the coat in the shoulder cap area to keep straps in proper position for use.

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

COMPLIANT EXCEPTION

HANGER LOOP: An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to

provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

COMPLIANT EXCEPTION

THERMAL REINFORCED YOKE: A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to (total weight +/- 6.0-6.8 oz./sq. yd)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion and raglan sleeve of the thermal liner across the upper back and shoulder approximately 7".

COMPLIANT EXCEPTION

SHOULDER CAPS: A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

COMPLIANT EXCEPTION

V-FIT™ ELBOW: The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black polymer coated aramid for abrasion resistance and thermal protection. In addition to reinforcement, elbows shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement.

COMPLIANT EXCEPTION

SLEEVE WELL: A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) and three layer CROSSTECH® moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the loop fastener of the combination liner sleeve end with the hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

COMPLIANT EXCEPTION

WRISTLETS: An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont, and with extremely durable Teflon® water resistant alloy not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

COMPLIANT EXCEPTION

CUFFS: The extended cuff of the sleeve shall be reinforced with a binding of black poly-coated aramid material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

COMPLIANT EXCEPTION

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

COMPLIANT EXCEPTION

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

COMPLIANT EXCEPTION

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

COMPLIANT EXCEPTION

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. There shall be four standard snap hooks, each securely riveted with three leather reinforced rivets to the left front coat, to engage dee rings on the storm flap. Dee rings shall each be securely riveted with two leather reinforced rivets, along the leading outside edge of the storm flap. The snap hooks and dee rings shall be spaced with the first hook at the top of the coat and the other three snap hooks and dee rings evenly spaced along the front of the coat.

COMPLIANT EXCEPTION

HANDWARMER POCKETS: Pair 9" x 9" Semi-bellow and handwarmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pockets shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket. There shall be a 6" opening on the rear side of the bellow of the pocket. Semi bellow pocket shall be lined 4.5" up outside pocket with poly coated aramid. Handwarmer pocket shall be lined inside with Semper Dri™ thermal liner material. Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced with two layers of Lite-N-Dri™ for stability. A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set

horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

COMPLIANT EXCEPTION

RADIO POCKET: One 3.5" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture. Pocket flaps shall be 4.5"x 5". Pocket shall be fully lined all 3 sides inside pocket with polycotton lining. Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically. Pocket flap shall include a notch on the flap to accommodate an antenna.

COMPLIANT EXCEPTION

MIC TAB: There shall be a 1" x 3" self-fabric mic tabs with poly-coated aramid inside. Mic tab shall be bartacked to the shell on each end on the left chest above the radio pocket.

COMPLIANT EXCEPTION

FLASHLIGHT HOLDER: There shall be a 1.25"x 8.5" self fabric flashlight holder x-stitched to the outer shell of coat on the right chest. Strap shall have 1"x 2" hook applied to one end of the strap and 1"x 2" loop applied to opposite end of strap. There shall be a 703 snap-hook applied to outer shell 5" above the self fabric strap. It shall be securely fastened to the coat by means of a self fabric strap looped through the end of the 703 hook and bartacked to the outer shell.

COMPLIANT EXCEPTION

LETTER PATCH: There shall be one 1.5"x18" contoured 2-layer self-fabric one-line Letter Patch attached to hang from back hem via hook & loop and corner snaps.

COMPLIANT EXCEPTION

LETTERING: All lettering shall be Lime/Yellow Scotchlite. Names (1ST INITIAL + LAST) shall be sewn to the hanging patch using 3" (2" if required for fit).

COMPLIANT EXCEPTION

LETTERING: All lettering shall be Lime/Yellow Scotchlite. **EDINBURG** shall be sewn to the yoke using 3".

COMPLIANT EXCEPTION

TEXAS FLAG: There shall be a 2.5x4.25" Texas State Flag patch sewn to the coat. sewn to the coat on the upper left sleeve.

COMPLIANT EXCEPTION

V-FORCE™ PANT WITH BELT

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design.

COMPLIANT EXCEPTION

ESCAPE BELT: There shall be an NFPA 1983, 2006 Edition escape belt shall be positioned through belt loops on the pants or coat. The belt shall be constructed of 2" Kevlar webbing and sewn with Kevlar thread. The belt closure shall be a snap and V-Ring. A D-ring attachment point shall be provided. When not in use this D-ring is secured out of the way by means of a one inch by three inch loop and one inch by four inch hook strap. The belt shall also be adjustable for size at the V-Ring closure component. The extra adjustable length of the belt is conveniently held in position by means of a one and one half inch band of black elastic. The end of this strap is reinforced with a 1 1/2" band of poly coated aramid and stitched with a Z pattern for additional strength. The escape belt is certified for use up to 300 pounds. This belt is available for pants with a waist ranging from 26" through 50" only.

COMPLIANT EXCEPTION

BELT LOOPS: There shall be three belt loops of two-layers of self-fabric, 4" wide by 3.5" high shall be double stitched to pant shell and bartacked at all four corners. One loop at center back and one loop on each side.

COMPLIANT EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of Nomex®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner. The moisture barrier shall be completely sewn to a Teflon® treated NOMEX® facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the pant cuffs.

COMPLIANT EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight evenly

spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

COMPLIANT EXCEPTION

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

COMPLIANT EXCEPTION

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Velcro stitching will be double rows. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermo plastic zipper.

The storm fly shall be outer shell material, lined with a 4." strip of CROSSTECH® (Type 2F) moisture barrier material.

COMPLIANT EXCEPTION

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

COMPLIANT EXCEPTION

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Four 2" wide self-material *suspender tabs* with 1.75x3" leather reinforcement shall be attached to waist with two on the front and two on the back. Each tab shall have two male and two female logo snaps. Each tab shall be reinforced with two bartacks on each tab.

COMPLIANT EXCEPTION

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the

garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

COMPLIANT EXCEPTION

V-FIT™ KNEE: The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black poly-coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. For additional extended thermal protection, two layers of uninterrupted 1/8" thick, fire retardant closed-cell foam and one layer of silicone shall be also be positioned between the reinforcement layer and outershell.

COMPLIANT EXCEPTION

CUFFS: The cuff area of the pant shall be reinforced with a binding of black polymer coated aramid not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition a 3" x 3 1/2" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

COMPLIANT EXCEPTION

BOOT CUT: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

COMPLIANT EXCEPTION

FULL BELLOWS POCKET: There shall be a 10" wide x 10" deep outside full bellows pocket that expands by means of side and bottom gussets to a thickness of 2" in front and back set to the left thigh. Pocket shall be fully lined on three sides with KEVLAR® twill on inside of pocket. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flap shall be 11"x 5. A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener horizontally on the pocket and (2) pieces of 1.5" x 2.75" hook fastener vertically on the underside of the flap.

COMPLIANT EXCEPTION

FULL BELLOWS "TOOL" POCKET: There shall be a 9" wide x 10" high, outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back set to the right thigh. Pocket shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket; two layers of KEVLAR® lined self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create six tool compartments. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture is to be provided by brass eyelets. Pocket flaps shall be 5" x 10". A hook and loop fastener closure

system shall be set with 2" x 9" loop fastener horizontally on the pocket and three pieces of 1.5" x 3" hook fastener vertically on the underside of the flap.

COMPLIANT EXCEPTION

SUSPENDERS

SCOPE

A highly engineered 42" black suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps, to a V-Force™, traditional or contoured waist bunker pant. The shoulder pads shall have a one-inch wide lime/yellow Scotchlite strip located the entire length facing outward

DESIGN

Two 8" front pull straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 18" shoulder straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. Two 7" back straps made of 2" wide elastic webbing shall be joined with a 2" overlap at the end of each shoulder strap with a single-needle lock stitch. The end of each back strap shall be fed through a 2" metal loop and secured with a two-needle lock stitch.

One 2 1/2" horizontal back strap made of 2" wide elastic webbing shall be set perpendicular between the two shoulder straps and back straps at the point of overlap, secured with a single-needle lock-stitch, and reinforced with a two-needle lock-stitch "X" through the joining straps.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

Each shoulder strap shall be encapsulated with a 2.25" wide x 13" long sheath of padding constructed of 1/8" thick fire-retardant closed-cell foam laminated to Nomex pajama check substrate. Shoulder pads shall start 1" up from the cross point of the horizontal back strap ("H" cross) and be bartacked at each end so they do not slide forward. The straps shall have a one-inch wide lime/yellow Scotchlite strip located the entire length, facing outward.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Discussion and Possible Action to Direct City Staff Regarding Proposed Support Agreement Concerning La Sienna Apartments. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

D & M Ventures, LLC is proposing to build a 288 unit multi-family apartment rental community with a total project cost of \$34,600,000.00 to be located in the La Sienna Master Planned Community. D & M Ventures, LLC has requested the City's assistance via a Support Agreement wherein the proposed Support Agreement will provide that the City participate in funding and support for the project. The amount of funds will be determined upon finalization of Agreement Documents.

Staff seeks direction from the City Council on the above request.

RECOMMENDATION:

Authorize City Staff to Proceed as Directed Regarding Proposed La Sienna Support Agreement.

REVIEWED BY:

PREPARED BY:

Sonia Marroquin,
Assistant City Manager

Â

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

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/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

WAIVER

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Authorizing the City Manager to Waive Rental Fees for the Use of the Edinburg Municipal Auditorium as Requested by the Rio Grande Valley Border Patrol to Host a Town Hall Meeting with Deputy Secretary of Homeland Security, Alejandro N. Mayorkas on April 6, 2016. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The Rio Grande Valley Border Patrol will be hosting a Town Hall Meeting with Deputy Secretary of Homeland Security, Alejandro N. Mayorkas. Deputy Secretary Mayorkas' Office designated the RGV Border Patrol Sector Communications Team to plan and coordinate this visit.

The Rio Grande Valley Border Patrol is requesting waiver of rental fees for use of the Edinburg Municipal Auditorium for this town hall meeting. The event is scheduled for Wednesday, April 6, 2016.

The event will take approximately two hours and approximately 400-600 people are expected to attend this ceremony including citizens, stakeholders and other law enforcement agencies.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and Rio Grande Valley Border Patrol will abide by all terms not specifically waived.

RECOMMENDATION:

Approve Authorizing the City Manager to Waive Rental Fees for the Use of the Edinburg Municipal Auditorium as Requested by the Rio Grande Valley Border Patrol to Host a Town Hall Meeting with Deputy Secretary of Homeland Security, Alejandro N. Mayorkas, to be held on April 6, 2016.

REVIEWED BY:

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

PREPARED BY:

Adelita G. Ozuna

/s/Richard M. Hinojosa

Richard M. Hinojosa
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

From: DAVIS, JOSHUA T <joshua.t.davis@cbp.dhs.gov>
Sent: Wednesday, March 23, 2016 11:21 AM
To: Adelita G. Ozuna
Cc: Irma Garza; MILLER, CHARLES L; ZAMORA, OMAR
Subject: Deputy Secretary Mayorkas visit
Attachments: Alejandro N Mayorkas Bio.docx

The Rio Grande Valley Border Patrol will be hosting a town hall meeting for Deputy Secretary of Homeland Security, Alejandro Mayorkas on April 6, 2016. Deputy Secretary Mayorkas office designated the sector communications team to plan and coordinate this visit and make preparations for his visit. We have used the auditorium in the past and have greatly appreciated the partnership we have with the city of Edinburg and the surrounding community. We feel that your facility would be an excellent venue for this event and have made contact there to confirm that it is available on April 6th. We as the communications branch have no budget for the fees of the venue. We are respectfully requesting to have the fees associated with the use of the facility to be waived. We greatly appreciate any consideration on this request.

We would also like to formally invite Edinburg City Council, and the Edinburg Chamber of Commerce to this event as your participation is vital to the strength of this community.

Attached is the biography for Deputy Secretary of Homeland Security, Alejandro Mayorkas.

Joshua Davis
Border Patrol Agent RGC
RGV Communications Branch/RGV Sector HQ
(O) 956-289-4990

“If I told you that you weren’t going home until we win—what would you do differently?”
– Stanley McChrystal,

[mailto:Joshua T Davis@cbp.dhs.gov](mailto:Joshua.T.Davis@cbp.dhs.gov)



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Authorizing the City Manager to Waive Fees for the Use of Bleachers for the 1st Annual High School Mariachi Competition & Cook Off Hosted by Bert Ogden Chevrolet on Saturday, April 30, 2016 with Proceeds Benefiting the Food Bank of the Rio Grande Valley. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

This family event is a fundraiser benefiting the Food Bank of the Rio Grande Valley which will be hosted by Bert Ogden Motors on Saturday, April 30, 2016 between their Chevy and GMC dealerships in Edinburg. The request is a waiver of rental fees for the use of three (3) bleachers.

RECOMMENDATION:

Approve Authorizing the City Manager to Waive Fees for the Use of Bleachers for the 1st Annual High School Mariachi Competition & Cook Off Hosted by Bert Ogden Chevrolet on Saturday, April 30, 2016 with Proceeds Benefiting the Food Bank of the Rio Grande Valley.

REVIEWED BY:

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

PREPARED BY:

Cindy Gutierrez,
Administrative Assistant

/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

BUDGET

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Motor Vehicles-Materials TO Motor Vehicles-Maintenance, in the Amount of \$4,000. [Shawn M. Snider, Fire Chief]

2. C.D.B.G. Fund: FROM Salaries; Longevity; Group Insurance; Disability Insurance; Taxes; Retirement; Workers Compensation Insurance; Office Supplies; Food; Motor Vehicle Fuel, Oil, Etc.; Motor Vehicles; Communications; Travel, Training, Meetings; Professional Services; Professional Services-Other; Contractual Housing Rehab/Recon; Dentist Who Care; and Angels of Love TO Contractual Housing Rehab/Recon Year 41, in the Amount of \$25,873.05. [Marissa Garza, Director of Community Development/Grants Management]

STAFF COMMENTS AND RECOMMENDATION:

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

RECOMMENDATION:

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

REVIEWED BY:

PREPARED BY:

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

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

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

**CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST
CDBG FUND**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER	AMOUNT
1.	SALARIES	33-5221-04010-40	\$ 6,499.20
2.	LONGEVITY	33-5221-04020-40	237.48
3.	GROUP INSURANCE	33-5221-04040-40	937.37
4.	DISABILITY INSURANCE	33-5221-04080-40	5.47
5.	TAXES	33-5221-04100-40	1,648.61
6.	RETIREMENT	33-5221-04110-40	6,880.36
7.	WORKERS COMPENSATION INS	33-5221-04160-40	218.92
8.	OFFICE SUPPLIES	33-5222-04300-40	91.57
9.	FOOD	33-5222-04350-40	376.89
10.	MOTOR VEHICLE FUEL,OIL,ETC	33-5222-04360-40	233.34
11.	MOTOR VEHICLES	33-5224-04570-40	186.15
12.	COMMUNICATIONS	33-5225-04750-40	55.00
13.	TRAVEL, TRAINING, MEETING	33-5225-04770-40	39.00
14.	PROFESSIONAL SERVICES	33-5225-04800-40	3.36
15.	PROFESSIONAL SERV-OTHER	33-5225-04820-40	531.76
SUBTOTAL PAGE 1			\$ 17,944.48

EXPLANATION: TRANSFER OF FUNDS FROM COMPLETED PRIOR YEAR PROJECTS TO 41ST YEAR PROJECTS. RECOMMENDED AND APPROVED AT COMMUNITY DEVELOPMENT COUNCIL MEETING HELD ON JANUARY 27, 2016. (REQUIRES CITY COUNCIL APPROVAL)

MUST BE ROUTED AS NUMBERED

1. AUTHORIZED BY: *[Signature]* DATE: 2/16/16 AUTHORIZED BY: *[Signature]* DATE: 3/2/16
 DEPARTMENT HEAD CITY MANAGER

2. *[Signature]* 03/01/2016
 DIRECTOR OF FINANCE DATE ENTERED: _____

RECEIVED

(WHITE COPY- Finance Dept./ PINK COPY-Department's Copy)

MAR 02 2016
 Page 1 of 2
 CITY OF EDINBURG
 CITY MANAGER'S OFFICE
 Page 558

**CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST
CDBG FUND**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER	AMOUNT
16.	FOOD	33-5322-04350-40	\$ 283.67
17.	PROFESSIONAL SERVICES	33-5325-04800-40	382.22
18.	COMMUNICATIONS	33-5325-04750-40	448.85
19.	MOTOR VEHICLE FUEL,OIL,ETC	33-5322-04360-40	516.41
20.	TRAVEL, TRAINING, MEETINGS	33-5325-04770-40	692.89
21.	CONTRACTUAL HSG REHAB/RECON	33-5325-04830-40	1,004.53
22.	DENTIST WHO CARE	33-5807-15502-40	2,600.00
23.	ANGELS OF LOVE	33-5807-15537-40	2,000.00
24.			
25.			
26.			
27.			
28.			
29.			
30.	Subtotal Page 1		17,944.48
GRANDTOTAL			\$ 25,873.05

EXPLANATION: TRANSFER OF FUNDS FROM COMPLETED PRIOR YEAR PROJECTS TO 41ST YEAR PROJECTS. RECOMMENDED AND APPROVED AT COMMUNITY DEVELOPMENT COUNCIL MEETING HELD ON JANUARY 27, 2016. (REQUIRES CITY COUNCIL APPROVAL)

MUST BE ROUTED AS NUMBERED

1. *Maurice King* AUTHORIZED BY: DATE: 2/10/16
 DEPARTMENT HEAD CITY MANAGER

2. *Susan King* AUTHORIZED BY: DATE: 3/10/16
 DIRECTOR OF FINANCE DATE ENTERED: _____

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MAR 02 2016

CITY OF EDINBURG
CITY MANAGER'S OFFICE

**CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST
CDBG FUND**

TO:

	ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
1.	Contractual Hsg Rehab/Recon Year 41	33-5325-04830-41	\$ 25,873.05
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
TOTAL			\$ 25,873.05

EXPLANATION: TRANSFER OF FUNDS FROM COMPLETED PRIOR YEAR PROJECTS TO 41ST YEAR PROJECTS. RECOMMENDED AND APPROVED AT COMMUNITY DEVELOPMENT COUNCIL MEETING HELD ON JANUARY 27, 2016. (REQUIRES CITY COUNCIL APPROVAL)

MUST BE ROUTED AS NUMBERED

1. *M. ...* AUTHORIZED BY: DATE: 2/10/16
 DEPARTMENT HEAD

2. *B. ...* AUTHORIZED BY: DATE: 3/10/16
 CITY MANAGER

3. *R. ...* AUTHORIZED BY: DATE: 3/10/16
 CITY MANAGER

DATE ENTERED: _____

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MAR 02 2016

CITY OF EDINBURG
CITY MANAGER'S OFFICE
Page 360

ELECTION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Discuss and Consider Authorizing City Staff to Proceed With the Proposed Order of Special Election to be Held on November 08, 2016 Regarding the City of Edinburg Charter Amendment. [Myra L. Ayala Garza, City Secretary]

STAFF COMMENTS AND RECOMMENDATION:

In 2003, the Texas Legislature implemented Help America Vote Act of 2002 (HAVA) at a regular session with the passage of House Bill 1549, which mandates that each polling place must be equipped with an electronic voting machine to facilitate voting during an election within the state, with limited exceptions.

The City of Edinburg leases all iVotronic election equipment from the Hidalgo County Elections Administration. The equipment lease agreement is based on the County's equipment availability; therefore, if authorized to proceed with the Order of Charter Amendment Special Election staff recommends the City enter into a full contract with the Hidalgo County Elections Administration due to the timing of the Order of Special Election.

On November 8, 2011, the City of Edinburg held a Charter Amendment Special Election which Amended the following Articles of the City of Edinburg Charter: **(1.)** Article 2. Governing Body, Section 2: Election and Tenure of Mayor and Council Members (a), to revise the first sentence to read as follows: "Except as otherwise provided in this charter the Mayor and four (4) Council Members of the City shall be elected At-large by the qualified voters of the City of Edinburg at general elections to be held for that purpose, and shall hold office for four (4) years and until their successors shall have been elected and qualified. This amendment shall be effective immediately following its passage. As such, the current Mayor and Council Members' terms shall be extended for an additional one (1) year."; and, **(2.)** Article 2. Governing Body, Section 2: Election and Tenure of Mayor and Council Members (b), to read as follows: "Elections for Mayor and Council Members will be held in accordance with current Texas law and the uniform election dates."

Based on the November 8, 2011 Charter Amendment Election outcome the City's uniform general elections were to be held on the May uniform election date of odd number of years.

In 2015, during the 84th regular legislature session, Senate Bill 733 (SB733) was passed amending the Texas Election Code Section 1. Section 41.0052(a), Election Code, to read as follows: *(a) The governing body of a political subdivision, other than a county, that holds its general election for officers on a date other than the November uniform election date may, not later than December 31, 2016 [2012], change the date on which it holds its general election for officers to the November uniform election date.*

On January 19, 2016, at a regularly scheduled meeting the City Council of the City of Edinburg passed Resolution No. 2277 to change the general election for officers from the May uniform election date to November uniform election date of odd number of years.

The City of Edinburg is requesting changes to the City's General Election by amending its City Charter. The City of Edinburg Charter can be amended in accordance to the Texas Constitution, Article XI, Section 5. Cities of more than 5,000 Population, Adoption or Amendment of Charters, Taxes, Debt Restrictions; the Texas Local Government Code, Title 2. Organization of Municipal Government, Subtitle A. Types of Municipalities, Chapter 9. Home-Rule Municipality, Sec. 9.001. Adoption or Amendment of Home-Rule Charter; and the Code of Ordinances of the City of Edinburg, Texas, Article XVII. General Provisions Section 11. Amending the Charter, which are used as references for issuing the Order to call the Municipal Special Election for the City of Edinburg, Texas.

RECOMMENDATION:

Authorize City Staff to Proceed as Directed by City Council With the Proposed Order of Special Election to be Held on November 08, 2016 Regarding the City of Edinburg Charter Amendment.

REVIEWED BY:

PREPARED BY:

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

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

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

CONSENT AGENDA

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 05, 2016

Consider Approval of City Council Minutes for 2011, 2013, and 2015 Regular Meetings and Special Meetings. [Myra L. Ayala Garza, City Secretary]

STAFF COMMENTS AND RECOMMENDATION:

The City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions notes that “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

The Mayor signs the Minutes of the City Council Meetings for historical purposes. The Minutes are attested by the City Secretary.

RECOMMENDATION:

Approve City Council Minutes for 2011, 2013, and 2015 Regular Meetings and Special Meetings.

REVIEWED BY:

PREPARED BY:

Clarice Y. Balderas,
Administrative Assistant

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

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

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