



**EDINBURG CITY COUNCIL**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**JULY 19, 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. ORDINANCE**

A. Consider Ordinance Authorizing the Issuance, Sale and Delivery of up to \$4,500,000 in Aggregate Principal Amount of "City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016"; Securing the Payment Thereof by Authorizing the Levy of an Annual Ad Valorem Tax and a Pledge of Certain Surplus Revenues of the City's Waterworks and Sewer System; and Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement, a Purchase Contract, an Official Statement and all Other Instruments and Procedures Related Thereto. [Ascencion Alonzo, Director of Finance]

## **V. AWARDING OF BID**

- A.** Consider Awarding RFP No. 2016-018, Playscapes to Park Place Recreation Designs Inc. and Authorize the City Manager to Negotiate and Enter into a Purchase Agreement. [Joe Filoteo Jr., Director of Parks & Recreation]

## **VI. CONTRACTUAL**

- A.** Consider Accepting and Releasing Electric Transmission Texas Restoration & Repair Work Pursuant to Easement Granted for the Following Properties (1) 46/Tex-Mex Survey PT Lots 6,7, All 11 & 12, Block 245 95.65 AC; (2) 48/Tex-Mex Survey PT Lots 6,7, All 11, & 12, Block 245, 95.65 AC; and (3) 33/ Boys & Girls Club 4.96 AC D/D R/O/W for the New 345kV Double-Circuit Capable Transmission Line and Authorize the City Manager to Execute All Documents Relating Thereto. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]

## **VII. RESOLUTION**

- A.** Consider Resolution and Approve the Final Community Development Block Grant 42nd One-Year Action Plan and Proposed use of Funds for the Period Beginning October 01, 2016 through September 30, 2017. [Marissa Garza, Director of Community Development/Grants Management]

## **VIII. BUDGET**

- A.** Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
  - 1. General Fund: FROM Motor Vehicles Fuel, Oil, Etc.; Chemical Medical Lab; Office Furniture; Building; Equipment; Building & Structures; Communications Postage; Professional Services; and Rents & Contracts, in the Amount of \$65,000. [Shawn M. Snider, Fire Chief]
  - 2. General Fund: FROM Salaries TO Office Equipment & Furniture; and Communications, in the Amount of \$41,320. [Ascencion Alonzo, Director of Finance]
  - 3. General Fund: FROM Salaries; and Part-time Wages TO Buildings; Motor Vehicles; and Equipment, in the Amount of \$50,000. [Joe Filoteo, Director of Parks & Recreation]
  - 4. Utility Fund: FROM Machines & Equipment; Printing; and Motor Vehicle Fuel, Oil, Etc. TO Office Supplies; Office Equipment & Furniture; and Machines & Equipment, in the Amount of \$24,380. [Arturo Martinez, Director of Utilities]

## **IX. PETITION**

- A.** Consider Accepting Petition for the Voluntary Annexation of an 1.003 Gross Acre Tract of Land out of Lot 10, Block 1, John Closner ET AL Subdivision, Hidalgo County, Texas, as per the Map or Plat Thereof Recorded in Volume 0, Page 4, Map

**X. ELECTION**

- A. Consider Order of Election for a Municipal Charter Amendment Special Election to be held November 08, 2016. [Myra L. Ayala Garza, City Secretary]

**XI. CONSENT AGENDA**

- A. Consider Rescheduling the Tuesday, August 02, 2016 Regular City Council Meeting to Wednesday, August 03, 2016. [Myra L. Ayala Garza, City Secretary]

**XII. 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.

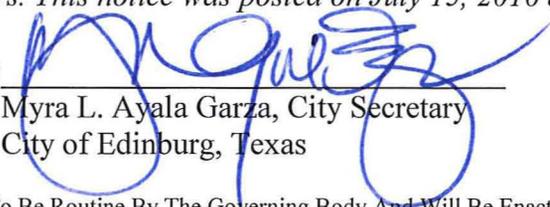
- A. Discussion and Possible Action Regarding Economic Incentives Concerning Proposed Support Agreement Concerning La Sienna Apartments. (§551.071. Consultation with Attorney; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting.)
- B. Discussion and Possible Action Regarding Legal Issues Concerning Cause No. C-3145-15-I; The Shoppes at Rio Grande Valley, LP, et al vs. Simon Property Group (Texas) LP, et al; in the 398th Judicial District Court of Hidalgo County, Texas. (§551.071 Consultation With Attorney; Closed Meeting.)
- C. Discussion and Possible Action Regarding Economic Incentives Concerning Project Duo (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)
- D. Discussion and Possible Action Regarding Economic Incentives Concerning Project Box (§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.

### XIII. 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 July 15, 2016 at 4:00 PM*

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.

# ORDINANCE

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Ordinance Authorizing the Issuance, Sale and Delivery of up to \$4,500,000 in Aggregate Principal Amount of "City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016"; Securing the Payment Thereof by Authorizing the Levy of an Annual Ad Valorem Tax and a Pledge of Certain Surplus Revenues of the City's Waterworks and Sewer System; and Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement, a Purchase Contract, an Official Statement and all Other Instruments and Procedures Related Thereto. [Ascencion Alonzo, Director of Finance]

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**STAFF COMMENTS AND RECOMMENDATION:**

The City is scheduled to sell Combination Tax and Revenue Certificates of Obligation, Series 2016 on August 11, 2016. Proceeds will be used to pay contractual obligations that were incurred as a result of the costs associated with the street, curb, sidewalk, and related drainage improvements that were recently completed.

The passage of this ordinance will have the effect of officially issuing the Combination Tax and Revenue Certificates of Obligations, Series 2016, requiring the City to comply with all the terms described in the ordinance.

City staff has reviewed, analyzed, and computed the effects of these Combination Tax and Revenue Certificates of Obligation, Series 2016 to be issued and determined that the issuance of these bonds will not increase the property tax rate.

The ordinance to consider and approve the issuance is the last City Council action necessary in the process of selling the bonds. After adoption and execution of the ordinance and the related documents, the documents will be forwarded to the Attorney General's Office for approval. It is anticipated that closing and funding will occur on August 11, 2016.

**RECOMMENDATION:**

Approve Ordinance Authorizing the Issuance, Sale and Delivery of up to \$4,500,000 in Aggregate Principal Amount of "City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016"; Securing the Payment Thereof by Authorizing the Levy of an Annual Ad Valorem Tax and a Pledge of Certain Surplus Revenues of the City's Waterworks and Sewer System; and Approving and Authorizing the Execution of a Paying Agent/Registrar Agreement, a Purchase Contract, an Official Statement and all Other Instruments and Procedures Related Thereto.

**REVIEWED BY:**

**PREPARED BY:**

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

/s/Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

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**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

**ORDINANCE NO. 2016-\_\_\_\_\_**

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**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UP TO \$4,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF EDINBURG, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

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**DATE OF APPROVAL: JULY 19, 2016**

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ORDINANCE NO. 2016-\_\_\_\_\_

**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF UP TO \$4,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF EDINBURG, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

**THE STATE OF TEXAS §**  
**COUNTY OF HIDALGO §**  
**CITY OF EDIBURG §**

*WHEREAS*, the **CITY OF EDINBURG, TEXAS** (the "*City*") in Hidalgo County, Texas, is a political subdivision of the State of Texas operating as a home-rule city pursuant to the Texas Local Government Code and its City Charter, which was initially approved by the qualified voters of the City on April 5, 1949, and which was most recently amended by Ordinance Number 1719, approved by the City Council of the City (the "*City Council*") on January 22, 1996, which enacted amendments approved by the voters of the City; and

*WHEREAS*, the City Council hereby determines that it is necessary and desirable to finance construct street, curb, and sidewalk improvements in various locations in the City, together with utility relocation and/or drainage improvements related or incidental thereto (collectively, the "*Projects*"); and

*WHEREAS*, the City Council intends to finance the Projects from proceeds derived from the sale of Combination Tax and Revenue Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

*WHEREAS*, on June 7, 2016, the City Council adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation in the principal amount not to exceed \$4,500,000 to finance the Projects; and

*WHEREAS*, the Notice with respect to the Projects was duly published in *The Monitor*, which is a newspaper of general circulation in the City, in its issues of June \_\_, 2016 and June \_\_, 2016; and

*WHEREAS*, the City received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of Certificates of Obligation; and

**WHEREAS**, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

**SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION.**

The certificate of obligation or certificates of obligation of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of \$\_\_\_\_\_ **FOR THE PURPOSE OF (I) PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO BE INCURRED TO CONSTRUCT STREET, CURB, AND SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH UTILITY RELOCATION AND/OR DRAINAGE IMPROVEMENT RELATED OR INCIDENTAL THERETO (COLLECTIVELY, THE "PROJECTS"); (II) PAYING ALL OR A PORTION OF THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH THE PROJECTS; AND (III) PAYING COSTS OF ISSUANCE.**

**SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION.** Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF EDINBURG, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, without interest coupons, dated July 1, 2016, in the aggregate principal amount of \$\_\_\_\_\_, numbered T-1 (the "**Initial Certificate of Obligation**"), with certificates of obligation issued in replacement thereof being in the denomination of \$5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 16 hereof), or to the registered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the "**Registered Owner**"), and the certificates of obligation shall mature and be payable serially on **March 1** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>
2017		2024		2031	
2018		2025		2032	
2019		2026		2033	
2020		2027		2034	
2021		2028		2035	
2022		2029		2036	
2023		2030			

The term "*Certificates of Obligation*" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "*Certificate of Obligation*" shall mean any of the Certificates of Obligation.

**SECTION 3. INTEREST.** The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>	<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>	<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>
2017		2024		2031	
2018		2025		2032	
2019		2026		2033	
2020		2027		2034	
2021		2028		2035	
2022		2029		2036	
2023		2030			

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

**SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION;  
APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.**

(a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (the "**Paying Agent/Registrar**") books or records for the registration of the transfer and exchange of the Certificates of Obligation (the "**Registration Books**"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor and Mayor Pro-Tem of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof, and the City Secretary of the City is hereby authorized to attest the execution of the Paying Agent/Registrar Agreement.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates

of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates of Obligation and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) In General. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of

Obligation under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Certificates of Obligation. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 16 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("**DTC Participant**") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration

Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) Delivery of Initial Certificate of Obligation. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 16 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

**SECTION 5. FORM OF CERTIFICATE OF OBLIGATION.** The form of the Certificates of Obligation, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Certificates of Obligation initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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**FORM OF CERTIFICATE OF OBLIGATION**

<b>R-</b>	<b>UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF HIDALGO CITY OF EDINBURG, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016</b>	<b>PRINCIPAL AMOUNT \$ _____</b>
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<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>DATE OF SERIES</b>	<b>CUSIP NO.</b>
____%	March 1, 20__	July 1, 2016	280767 _____

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:** **DOLLARS**

*ON THE MATURITY DATE* specified above, the **CITY OF EDINBURG, TEXAS** (the "**City**"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "**Registered Owner**"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of this Certificate of Obligation (as shown on the records of the Paying Agent/Registrar defined below) at the Interest Rate per annum specified above, payable on March 1, 2017, and semiannually on each March 1 and September 1 thereafter to the Maturity Date specified above; or the date of redemption prior to maturity, except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

**THE PRINCIPAL OF AND INTEREST ON** this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, Dallas, Texas, which is the "**Paying Agent/Registrar**" for this Certificate of Obligation. The payment of interest on this Certificate of

Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the "**Ordinance**") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15<sup>th</sup> day of the month next preceding each such date (the "**Record Date**") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "**Special Record Date**") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "**Special Payment Date**" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

**IF THE DATE** for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS CERTIFICATE OF OBLIGATION** is one of a series of Certificates of Obligation dated as of July 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$\_\_\_\_\_ **FOR THE PURPOSE OF (I) PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO BE INCURRED TO CONSTRUCT STREET, CURB, AND SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH UTILITY RELOCATION AND/OR**

**DRAINAGE IMPROVEMENT RELATED OR INCIDENTAL THERETO (COLLECTIVELY, THE "PROJECTS"); (II) PAYING ALL OR A PORTION OF THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH THE PROJECTS; AND (III) PAYING COSTS OF ISSUANCE.**

**ON MARCH 1, 20\_\_**, **OR ON ANY DATE THEREAFTER**, the Certificates of Obligation of this Series maturing on and after March 1, 20\_\_, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

**ADDITIONALLY, THE CERTIFICATES OF OBLIGATION MATURING** on March 1 in the years 20\_\_, 20\_\_ and 20\_\_ (the "**Term Certificates**") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

<b>TERM CERTIFICATES MATURING MARCH 1, 20__</b>		<b>TERM CERTIFICATES MATURING MARCH 1, 20__</b>	
<b>Mandatory Redemption Date</b>	<b>Redemption Amount (\$)</b>	<b>Mandatory Redemption Date</b>	<b>Redemption Amount (\$)</b>
March 1, 20__		March 1, 20__	
March 1, 20__		March 1, 20__	
March 1, 20__ (maturity)		March 1, 20__ (maturity)	

<b>TERM CERTIFICATES MATURING MARCH 1, 20__</b>	
<b>Mandatory Redemption Date</b>	<b>Redemption Amount (\$)</b>
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.

**AT LEAST 30 DAYS** prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

**ALL CERTIFICATES OF OBLIGATION OF THIS SERIES** are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in

writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

**WHENEVER THE BENEFICIAL OWNERSHIP** of this Certificate of Obligation is determined by a book entry at a securities depository for the Certificates of Obligation, the foregoing requirements of holding, delivering or transferring this Certificate of Obligation shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

**IT IS HEREBY** certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by a lien on and pledge of Surplus Revenues received by the City from the ownership and operation of the City's Waterworks and Sewer System, all as provided in the Ordinance authorizing the Certificates of Obligation.

**THE CITY** also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

**BY BECOMING** the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

**IN WITNESS WHEREOF**, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

\_\_\_\_\_  
(facsimile signature)  
City Secretary  
City of Edinburg, Texas

\_\_\_\_\_  
(facsimile signature)  
Mayor [Pro-Tem]  
City of Edinburg, Texas

(CITY SEAL)

**FORM OF REGISTRATION CERTIFICATE  
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_**

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

*(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)*

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**  
Dallas, Texas  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

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**FORM OF ASSIGNMENT:**

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Assignee's Social Security or (Please print or typewrite Assignee's name and address,  
Taxpayer Identification Number) including zip code)

and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's  
Registration Books with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by  
a member firm of the New York Stock  
Exchange or a commercial bank or trust  
company.

\_\_\_\_\_  
NOTICE: The signature above must  
correspond with the name of the Registered  
Owner as it appears upon the front of this  
Certificate of Obligation in every particular,  
without alteration or enlargement or any  
change whatsoever.

## INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the form set forth above except that:

- (A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_\_" shall be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

***"ON THE RESPECTIVE MATURITY DATES*** specified below, the ***CITY OF EDINBURG, TEXAS*** (the "***City***"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of initial delivery of this Certificate of Obligation (as shown on the

records of the Paying Agent/Registrar (defined below)) at the respective Interest Rates per annum specified below, payable on March 1, 2017, and semiannually on each March 1 and September 1 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

<u>MATURITY DATE (MARCH 1)</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>	<u>MATURITY DATE (MARCH 1)</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

*[Insert information from Sections 2 and 3 above]*

(C) The Initial Certificate of Obligation shall be numbered "T-1."

**SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.**

(a) Interest and Sinking Fund; Tax Levy. A special Interest and Sinking Fund for the Certificates of Obligation (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with "Surplus Revenues" with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest

comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and Surplus Revenues granted by the City under Section 6(a) and Section 7, respectively, of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or Surplus Revenues granted by the City under Section 6(a) and Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 7. SURPLUS REVENUES.** Pursuant to Section 271.052, Texas Local Government Code, as amended, and Chapter 1502, Texas Government Code, as amended, the Certificates of Obligation additionally shall be payable from and secured by surplus revenues derived by the City from the City's Waterworks and Sewer System remaining after (a) payment of all amounts constituting operation and maintenance expenses of said Waterworks and Sewer System, and (b) payment of all debt service, reserve, and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing (i) all bonds and (ii) all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Waterworks and Sewer System revenues, and (c) payment of all amounts payable from any Waterworks and Sewer System revenues pursuant to contracts heretofore or hereafter entered into by the City in accordance with law (the "**Surplus Revenues**"). If for any reason the City fails to deposit ad valorem taxes levied pursuant to Section 6 hereof to the credit of the Interest and Sinking Fund in an amount sufficient to pay, when due, the principal of and interest on the Certificates of Obligations, then Surplus Revenues may be deposited to the credit of the Interest and Sinking Fund and used to pay such principal and/or interest. The City reserves, and shall have, the right to issue bonds and other obligations not on a parity with the Certificates of Obligation, and to enter into contracts, in accordance with applicable laws, to be payable from and secured by any Waterworks and Sewer System revenues.

**SECTION 8. CONSTRUCTION FUND.** There is hereby created and established in the depository of the City, a fund to be called the *City of Edinburg, Texas Combination Tax and Revenue Certificates of Obligation (Series 2016) Construction Fund* (herein called the "**Construction Fund**"). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation, if any, and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d)(3) and (4), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued,

including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the projects being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

**SECTION 9. INVESTMENTS.** Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**SECTION 10. EMPOWERED.** The City Manager and Director of Finance are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

**SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION.**

(a) **Defeasance.** Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "**Defeased Certificate of Obligation**") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "**Future Escrow Agreement**") for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation

shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Certificate of Obligation, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term "*Defeasance Securities*" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or

obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Duties of Paying Agent/Registrar. Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Certificates of Obligation to be Defeased. In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

## **SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION.**

(a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligations is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

**SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS.** The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

**SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION.**

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with --

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "**Rebate Fund**" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "**Projects**") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit B* as the City's written procedures.

## **SECTION 15. CONTINUING DISCLOSURE UNDERTAKING.**

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Rule**" means SEC Rule 15c2-12, as amended from time to time.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in *Exhibit C* hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit C* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders;
3. Redemption calls;
4. Release, substitution, or sale of property securing repayment of the Certificates of Obligation;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into

a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates of Obligation, or other events affecting the tax status of the Certificates of Obligation;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates of Obligation. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this

Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 16. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION.**

The Certificates of Obligation are hereby initially sold and shall be delivered to \_\_\_\_\_, [as the representative of a group of underwriters] ([collectively,] the "Underwriter[s]"), at a price of \$ \_\_\_\_\_ which amount is equal to par, plus a net original issue premium of \$ \_\_\_\_\_, and less Underwriters' discount of \$ \_\_\_\_\_), and no accrued interest, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as *Exhibit D* which the Mayor or Mayor Pro-Tem of the City is hereby authorized to execute and deliver, and which the City Secretary is hereby authorized to attest. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance are in the City's best interests. The City will deliver to the Underwriters an Initial Certificate of Obligation in the aggregate principal amount of \$ \_\_\_\_\_ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Initial Certificate of Obligation shall be registered in the name of \_\_\_\_\_.

**SECTION 17. APPROVAL OF OFFICIAL STATEMENT.** The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Underwriter[s] in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated July \_\_\_\_, 2016, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

**SECTION 18. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES.** The Mayor, Mayor Pro-Tem, City Secretary, City Manager and Director of Finance of the City shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Director of Finance, City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this

Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General's office. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Director of Finance of the City is further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General's review of the transcript of proceedings related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

**SECTION 19. ORDINANCE A CONTRACT; AMENDMENTS.** This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**SECTION 20. REMEDIES IN EVENT OF DEFAULT.** In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

**SECTION 21. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriters and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriters and the registered owners of the Certificates of Obligation.

**SECTION 22. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

**SECTION 23. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 24. EFFECTIVE DATE.** Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

*[The remainder of this page intentionally left blank]*

**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, which was held in accordance with VTCA, Government Code, Section 551.041 on the 19<sup>th</sup> day of July, 2016.

**CITY OF EDINBURG**

By: \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

(City Seal)

**APPROVED AS TO FORM BY CITY ATTORNEY:**

Palacios & Associates, P.C.

By: \_\_\_\_\_  
City Attorney

**APPROVED AS TO FORM BY BOND COUNSEL:**

McCall, Parkhurst & Horton L.L.P.

By: \_\_\_\_\_  
Thomas K. Spurgeon

EXHIBIT A

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT  
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

## EXHIBIT B

### **WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS**

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's Director of Finance (the "*Responsible Person*") will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the "*Issue Date*");
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for four years or more;
- (vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 15 of this Ordinance.

**Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within twelve (12) months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in Appendix A thereof under Tables 1 through 5 and 7 through 13 (referred to in Section 15 of this Ordinance as the "Annual Operating Report").

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

**FORM OF PURCHASE CONTRACT**

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT  
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

**PAYING AGENT/REGISTRAR AGREEMENT**

***THIS PAYING AGENT/REGISTRAR AGREEMENT***, dated as of July 1, 2016 (this "***Agreement***"), is by and between the **CITY OF EDINBURG, TEXAS** (the "***Issuer***") and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, Dallas, Texas (the "***Bank***"), a national banking association duly organized and operating under the laws of the United States of America.

***WHEREAS***, the Issuer has duly authorized and provided for the issuance of its **CITY OF EDINBURG, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016** (the "***Securities***"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

***WHEREAS***, the Securities are scheduled to be delivered to the initial purchasers thereof on or about August 11, 2016; and

***WHEREAS***, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

***WHEREAS***, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

***NOW, THEREFORE***, it is mutually agreed as follows:

**ARTICLE ONE  
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**SECTION 1.01. APPOINTMENT.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**SECTION 1.02. COMPENSATION.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**SECTION 2.01. DEFINITIONS.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**"Bank Office"** means the corporate trust or commercial banking office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

**"Fiscal Year"** means the fiscal year of the Issuer, ending September 30.

**"Holder"** and **"Security Holder"** each means the Person in whose name a Security is registered in the Security Register.

**"Legal Holiday"** means a day on which the Bank is required or authorized to be closed.

**"Ordinance"** means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

**"Predecessor Securities"** of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"**Redemption Date**" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"**Responsible Officer**" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"**Security Register**" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"**Stated Maturity**" means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

**SECTION 2.02. OTHER DEFINITIONS.** The terms "Bank," "Issuer," and "Securities" ("Security") have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "**Paying Agent/Registrar**" refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**SECTION 3.01. DUTIES OF PAYING AGENT.** (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Code and the Regulations it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the

Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

**SECTION 3.02. PAYMENT DATES.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

## **ARTICLE FOUR REGISTRAR**

**SECTION 4.01. SECURITY REGISTER - TRANSFERS AND EXCHANGES.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "*Security Register*") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**SECTION 4.02. SECURITIES.** The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

**SECTION 4.03. FORM OF SECURITY REGISTER.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**SECTION 4.04. LIST OF SECURITY HOLDERS.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**SECTION 4.05. RETURN OF CANCELLED SECURITIES.** The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

**SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES.** The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

**SECTION 4.07. TRANSACTION INFORMATION TO ISSUER.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**SECTION 5.01. DUTIES OF BANK.** The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**SECTION 5.02. RELIANCE ON DOCUMENTS, ETC.** (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

**SECTION 5.03. RECITALS OF ISSUER.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**SECTION 5.04. MAY HOLD SECURITIES.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**SECTION 5.05. MONEY HELD BY BANK.** The Bank shall deposit any moneys received from the Issuer into an account to be held in a fiduciary capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Property Code or inactive under Chapter 73 of the Property Code.

**SECTION 5.06. INDEMNIFICATION.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**SECTION 5.07. INTERPLEADER.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

**SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**SECTION 6.01. AMENDMENT.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**SECTION 6.02. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other.

**SECTION 6.03. NOTICES.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

**SECTION 6.04. EFFECT OF HEADINGS.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 6.05. SUCCESSORS AND ASSIGNS; MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

**SECTION 6.06. SEVERABILITY.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**SECTION 6.07. BENEFITS OF AGREEMENT.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**SECTION 6.08. ENTIRE AGREEMENT.** This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

**SECTION 6.09. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**SECTION 6.10. TERMINATION.** This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted, and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under the Agreement. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records

relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**SECTION 6.11. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: The Bank of New York Mellon  
Trust Company, N.A.  
Institutional Trust Services  
P.O. Box. 2320  
Dallas, Texas 75221-2320

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF EDINBURG, TEXAS**

By: \_\_\_\_\_  
Title: Mayor

Address: 415 W. University Drive  
Edinburg, Texas 78539

Attest:

\_\_\_\_\_  
City Secretary

**SCHEDULE A**

**PAYING AGENT/REGISTRAR FEE SCHEDULE**

SEE ATTACHED SCHEDULE

# AWARDING OF BID

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Awarding RFP No. 2016-018, Playscapes to Park Place Recreation Designs Inc. and Authorize the City Manager to Negotiate and Enter into a Purchase Agreement. [Joe Filoteo Jr., Director of Parks & Recreation]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Staff opened RFP No. 2016-18 on July 5, 2016. Four (4) proposals were received and reviewed. Only one RFP was deemed responsive as evaluated in accordance to the evaluation criteria outlined within the Request for Proposal. Other proposals either did not submit five (5) separate proposals for consideration and/or did not budget \$50,000 for each playscape which was stated on the proposal. The evaluation criteria included proposer's A.) Quality of Equipment, B.) Play Value, C.) Overall design and D.) Company's Experience and References.

Proposal involves the purchase of five (5) playscapes to be installed at Frontier, Municipal, Fountain, Dr. Diaz and Apollo Park.

After careful evaluation following the established criteria, it was determined that the proposal submitted by Park Place Recreation Designs Inc., was the most advantageous to the city.

A total of \$250,000 has been budgeted for this project in the Fiscal Year 2015-2016 Parks & Right-of-Way Budget. Staff has verified that no monies are owed to the City of Edinburg by Park Place Recreation Designs, Inc. The City has worked with Park Place Recreation Designs Inc. in previous years.

**RECOMMENDATION:**

Approve Awarding RFP No. 2016-018, Playscapes to Park Place Recreation Designs Inc. and Authorize the City Manager to Negotiate and Enter into a Purchase Agreement.

**REVIEWED BY:**

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

**PREPARED BY:**

Luis Rodriguez, Parks  
Operations Manager

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

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Joe Filoteo  
Joe Filoteo  
Director of Parks and  
Recreation

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED** \_\_\_\_\_  
**DISAPPROVED** \_\_\_\_\_  
**TABLED** \_\_\_\_\_  
**NO ACTION** \_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

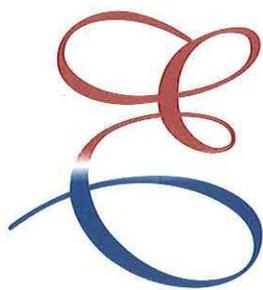
\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

Playscapes RFP # 2016-018	PROPOSER'S QUALIFICATIONS	PROPOSER'S QUALIFICATIONS	PROPOSER'S QUALIFICATIONS	PROPOSER'S QUALIFICATIONS	GRAND TOTAL
	SCORE RANGE 1-30	SCORE RANGE 1-25	SCORE RANGE 1-25	SCORE RANGE 1-20	
	SCORE MAX 90	SCORE MAX 75	SCORE MAX 75	SCORE MAX 60	
	*Quality of Equipment	*Play Value	* Overall Design	*Company's Experience and References	
COMPANY	RANKING	RANKING	RANKING	RANKING	
Park Place	90	72	70	60	292



THE CITY OF  
**EDINBURG**

**REQUEST FOR PROPOSALS**

The City of Edinburg is soliciting sealed proposals 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.

Proposals will be received until **3:00 p.m. Central Time**, on **Tuesday, July 5, 2016**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

**RFP NO. 2016-018  
PLAYSCAPES**

**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](http://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) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this proposal, please contact Mr. Luis Rodriguez, Parks Operations Manager, at (956) 292-2109.

**Hand-delivering Proposals:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 Proposals:** 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 proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

**Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal 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 2016-018 PLAYSCAPES 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

RFP's will be submitted in sealed envelopes upon the blank RFP form attached hereto. Submit five (5) complete sets of the bid, one (1) original marked "**ORIGINAL**," and four (4) copies marked "**COPY**". Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. RFP's submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a RFP in response to this solicitation for RFP's constitutes an offer by the Bidder. RFP's which do not comply with these specifications/requirements may be rejected at the option of the City. RFP's must be filed with the City of Edinburg, before opening day and hour. No late RFP's will be accepted. They will be returned to Bidder unopened (if properly identified).

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

### PREPARATION OF RFP

RFP's **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.

### ALTERATIONS/AMENDMENTS TO RFP

RFP's **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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **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. RFP's 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**

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

### **VALID RFP TIME FRAME**

The City may hold RFP's 60 days after RFP opening without taking action. BIDDERS shall be required to hold their RFP's 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 RFP's, 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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **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](http://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 **2016-018 PLAYSCAPES** 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 RFP's shall be directed to the designated individuals as outlined in the Request for RFP's. Such interpretations, which may affect the

## **INSTRUCTIONS TO BIDDERS (Continued):**

eventual outcome of this request for RFP's, 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 RFP's/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 RFP's **60** days after the opening of RFP's without taking action. Bidders are required to hold their RFP's 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 7<sup>th</sup> 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](http://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

## **INSTRUCTIONS TO BIDDERS (Continued):**

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](http://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.

### **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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

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 date fixed for opening the bids. Unless all RFP's 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 RFP's 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.

### **DOCUMENTS**

Bidding Documents may be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://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**

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.

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**

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.

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.

Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

### **BASIS OF RFP'S**

RFP's 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.

RFP's shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MODIFICATION OR WITHDRAWAL OF RFP**

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 RFP's, unless the award of Contract has been delayed more than sixty (60) days.

Prior to the time and date designated for receipt of RFP's, RFP's submitted early may be modified or withdrawn only by notice to the party receiving RFP's at the place and prior to the time designated for receipt of RFP's.

Modification of RFP's 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 RFP's; it shall be so worded as not to reveal the amount of the original RFP.

Withdrawn RFP's may be resubmitted up to the time designated for the receipt of RFP's provided that they are then fully in conformance with these Instructions to Bidders.

Bid security shall be in an amount sufficient for the RFP as modified or resubmitted.

### **STATE SALES TAX:**

This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

## **I. GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is seeking proposals from qualified local or area Companies/Firms with an interest in providing goods (hereinafter referred as "PLAYSCAPES") to the City of Edinburg.

All proposers must submit copy of insurance and must meet minimum insurance requirements of the City of Edinburg. Failure to adhere or comply with the above general conditions and instructions will cause bid to be rejected.

The City of Edinburg reserves the right to increase or decrease quantities depending on availability of funds and to accept or reject any parts of the proposal.

Contractors, subcontractors and vendors are required to register at the System for Award Management at [www.sam.gov](http://www.sam.gov). All contractors, subcontractors or vendors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's 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.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF PROPOSALS:** 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 request for proposals to have a The City Secretary Department representative time/date stamp and initial the envelope.

**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.

**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.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**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 four (4) copies** of the RFP shall be submitted to the address on the cover letter.

**INSURANCE REQUIREMENTS:** Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy

statutory coverage shall be required for construction projects.

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

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

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

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

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

Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

**II. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. RFP Response: In order to be considered for selection, proposers must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the proposer.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may seriously affect the overall rating of the Proposers' proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

D. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Proposers are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Proposer Data Sheet, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP.
3. Acknowledgment Form, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP.
4. Bidders are required to submit five (5) separate proposals for consideration. The budget for each playscape is \$50,000 in which the City intends to spend the entire amount for each playscape. Proposals will be deemed non-responsive if any price other than \$50,000 per playscape is submitted. Since space is not an issue, the City is looking for the best play value and size of play structure for each playscape.
5. Provide evidence that proposal(s) meet or exceed all current CPSC and ASTM guidelines and are IPEMA Third Party Certified to ASTM F-1487. Provide certification that all equipment is compliant with CPSIA 2008 and design must comply with Federal ADA guidelines for Public Play Areas.
6. Provide the following:
  - 2D plan views of proposals with square footage of included wood fiber surfacing with proposed sidewalk layout.
  - 3D color rendering of each proposal.
  - Descriptive product literature of playscape equipment and safety surfacing.
  - General product specifications.
  - Color chart for all components, decks, posts and slides.
  - Copy of manufacturer's warranty.

7. A written narrative statement to include:

- a. Experience in providing the goods/services described herein.
- b. Names, qualifications and experience of personnel to be assigned to the project.

### III. SPECIFICATION

- A. Design, furnish and installation of five (5) playscapes for ages 5-12. Playscapes must include the following:
1. Complete assembly and installation of playscapes and safety signs. Engineered wood fiber and sidewalk containment border around perimeter of playscapes will be done by City of Edinburg staff.
  2. All proposals must include age appropriate freestanding safety signage.
  3. IPEMA certified engineered wood fiber safety surfacing (sufficient for 12" compacted depth) for the use zone required by the play structure design. Must be virgin engineered wood fiber (recycled material will not be considered). Product must be IPEMA certified to ASTM 1951 and ASTM F2075.
  4. All slides proposed must have a sit-down canopy.
  5. All slides and slide exits must be of double wall construction.
  6. All decks, steps, bridges and ramps will be PVC coated perforated metal with no openings larger than 3/8".
  7. Deck posts shall be 5" O.D., 11 gauge, galvanized and powder coated steel tubing with post caps.
  8. Decks must have minimum side lengths of 48".
  9. All vertical, ground to deck and overhead climbers shall have an arch entry enclosure at the deck edge.
  10. Protective barriers shall be required on all decks, step rails (except transfer step) between decks, bridges and ramps.
  11. All bolts, nuts, screws, washers and other hardware used for assembly of equipment must be tamper resistant stainless steel.
  12. Adjacent decks with a rise of 7" or more must have a protective riser panel.
  13. Riser panels of 18" or more must include a step with handholds.
  14. Any roofs must be a minimum of 72" above deck edge.
  15. Each playscape must include a least three (3) slides and at least three (3) climbers.
  16. Include all delivery charges and provide a specify delivery date after receipt of order.

### IV. EVALUATION AND AWARD CRITERIA:

The City will use the following criteria to evaluate each proposal:

- A. Quality of Equipment
- B. Play Value
- C. Overall Design
- D. Company's Experience and References

The foregoing criteria will be rated on the following scale:

- |   |                                  |
|---|----------------------------------|
| A. Quality of Equipment:                | 1-30 points                      |
| B. Play Value:                          | 1-30 points                      |
| C. Overall Design:                      | 1-20 points                      |
| D. Company's Experience and References: | <u>1-20 points</u><br>100 points |

B. AWARD OF CONTRACT: Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

V. ATTACHMENTS:

PROPOSER DATA SHEET – TO BE COMPLETED BY PROPOSER

1. **Qualification of Proposer:** The Proposer shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service.

\_\_\_\_\_Year(s) \_\_\_\_\_Month(s)

3. **References:** Indicate below a listing of at least five (5) recent references from other Cities or entities as stated in the scope of work for which you have provided this type of service. Include the date service was furnished and the name and address of the person the City has your permission to contact.

CLIENT NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	TERM OF CONTRACT (Number of Years)

## ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2016- and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing as required by the City of Edinburg.

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

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

FAX: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



**PARK PLACE**  
RECREATION DESIGNS, INC.

*The Fun Starts Here!*

Park Place Recreation  
Designs, Inc.

OFFICE  
P.O. Box 18186

San Antonio, TX 78218

PHONE  
800-626-0238

210-821-5878

FAX  
210-832-0115

EMAIL  
[fun@miracleparkplace.com](mailto:fun@miracleparkplace.com)

WEB  
[www.miracleparkplace.com](http://www.miracleparkplace.com)  
[www.the-art-of-play.com](http://www.the-art-of-play.com)

Approved BuyBoard Vendor  
Contract #423-13:  
Park Place Recreation Designs



Date: June 29, 2016 Customer: City of Edinburg

Project: RFP #2016-018 PLAYSAPES

ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Design #1: Miracle Recreation #KC11574 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	\$ 50,000.00	\$ 50,000.00
Design #2: Miracle Recreation #KC11576 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #3: Miracle Recreation #KC11579 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #4: Miracle Recreation #714-S487 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #5: Miracle Recreation #714-S488 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
		Subtotal	\$ 250,000.00
	Tax	0%	\$ 0.00
**Prices include payment/performance bond		GRAND TOTAL	\$ 250,000.00

\*Pricing is for materials/delivery only. Installation is not included unless priced above.

\*If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer:  
*Sealed Drawings, Building Permits, TDLR Registration/Review/Inspections.*

\*Prices are valid for 30 days after which they are subject to change. Any work not specifically mentioned in this proposal as being included shall be considered excluded. The customer will be responsible for any taxes owed.

Authorized By: \_\_\_\_\_  
Printed Name Signature Date

ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2016- and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing as required by the City of Edinburg.

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

PROPOSER: Park Place Recreation Designs Inc

SIGNED: Marilyn Ahrens

NAME (PRINT): Marilyn Ahrens

TITLE: Vice President

ADDRESS: P.O. Box 18186

CITY/STATE: San Antonio TX ZIP: 78218

TELEPHONE: (210) 821. 5878  
Area Code

FAX: (210) 832. 0115  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 74-2336170

EMAIL ADDRESS: marilyn@miracleparkplace.com

V. ATTACHMENTS:

PROPOSER DATA SHEET - TO BE COMPLETED BY PROPOSER

1. **Qualification of Proposer:** The Proposer shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service.

36 Year(s) \_\_\_\_\_ Month(s)

3. **References:** Indicate below a listing of at least five (5) recent references from other Cities or entities as stated in the scope of work for which you have provided this type of service. Include the date service was furnished and the name and address of the person the City has your permission to contact.

CLIENT NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	TERM OF CONTRACT (Number of Years)
City of Seguin	205 N. River Seguin TX 78155	Jack Jones	830-401-2485	2015
City of Harlingen	502 E. Tyler Harlingen TX 78550	Javier Mendez	956-873-0119	2014 +
Northside ISD	5651 Grissom San Antonio TX 78238	Linda Seewald	210-397-8630	30 years
McAllen ISD	2000 N. 23 <sup>rd</sup> McAllen TX 78501	Christina Hernandez	956-971-4577	2013 2014 + previous
Edinburg CISD	P.O. Box 990 Edinburg TX 78540	Robert Estrada	956-289-2578	2012 - 2016



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Park Place Recreation Designs, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Edinburg as obligee, hereinafter called the Obligee, in the sum of five Percent (5%) of the Amount Bid by Principal 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 RFP# 2016-018 Playscapes, 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 or, in the event of the failure of the Principal to enter into such Contract, 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 5th day of July, 2016.

Park Place Recreation Designs, Inc.  
(Principal)

BY: Marijn Akers  
TITLE: Vice President

SureTec Insurance Company

BY: Barbara Newcomb  
Barbara Newcomb, Attorney-in-Fact

## SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Casey Simmons, Barbara Newcomb, Susan D.B. Muniz, Andrea Bale its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 14th day of December, A.D. 2015

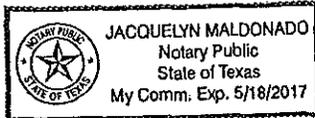
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President



State of Texas                    ss:  
County of Harris

On this 14th day of December, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5<sup>th</sup> day of July, 2016, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



# CERTIFICATE OF LIABILITY INSURANCE

PARKP-1

OP ID: J

DATE (MM/DD/YYYY)  
07/07/2016

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 Trimble-Batjer San Antonio 120 Austin Hwy., Ste. 103 San Antonio, TX 78209 Barbara Newcomb	CONTACT NAME: Susan Muniz	FAX (A/C, No): 210-308-9540	
	PHONE (A/C, No, Ext): 210-253-2415	E-MAIL ADDRESS: susan@trimble-batjer.com	
INSURED Park Place Recreation Designs, Inc. P.O. Box 18186 San Antonio, TX 78218	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Navigators Specialty Company		
	INSURER B: Texas Mutual Ins. Co.		22945
	INSURER C: United Specialty Insur. Co.		
	INSURER D: Allied Property & Casualty Ins		42579
	INSURER E:		
INSURER F:			

## 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 SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		HO16CGL149741C	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> SEE BELOW					PERSONAL & ADV INJURY \$ 1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOP AGG \$ 2,000,000	
D	AUTOMOBILE LIABILITY		BAPC7264338493	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input checked="" type="checkbox"/> SEE BELOW					\$	
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	USA4109974	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SBP0001208483	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				N/A	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SEE REVERSE FOR SPECIAL PROVISIONS

## CERTIFICATE HOLDER

CITOEDI

City of Edinburg  
PO Box 1079  
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

**NOTEPAD**INSURED'S NAME **Park Place Recreation Designs,****PARKP-1  
OP ID: j**PAGE 2  
Date **07/07/2016**

\*\*\*SPECIAL PROVISIONS-GL includes blanket 30 day notice of cancellation (except non-pay, 10), policies include blanket additional insured endorsement (except wc) with general liability including products/completed operations and primary and non-contributory coverage, and a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

Robert and Marilyn Ahrens are excluded from workers' compensation coverage.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1) ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2) PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.

# WARRANTY

**Comprehensive Coverage with the Miracle® Limited Warranty.**

**Buyer agrees that products sold by Miracle Recreation  
Equipment Company  
carry only the following warranties:**

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT** against structural failure due to corrosion and defects in materials and workmanship on aluminum deck posts, steel deck posts, the VersaLok® fastening system, and associated fastening hardware.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion and defects in materials and workmanship on steel support legs and Mira-Therm™ II on MEGA TOWER®, TOTS' CHOICE®, KIDS' CHOICE®, CENTER STAGE®, Nexus® and Boulder Ridge® Rock Wall; on playsystem steel components including railings, rungs, and rigid climbers; and Rockite®.
3. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion and defects in materials and workmanship on all Play Cover® steel frames.
4. **LIMITED TEN (10) YEAR WARRANTY** on Play Terrain® Rubber Mulch safety surfacing against total color loss and for attenuation performance. Please contact your local representative for more information.
5. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain® Synthetic Turf safety surfacing for attenuation performance and appearance. Please contact your local representative for more information.
6. **LIMITED EIGHT (8) YEAR WARRANTY** against rot, UV deterioration and defects in materials and workmanship on all PlayCover® fabric (NOTE EXCEPTION - shades of red carry LIMITED THREE (3) YEAR WARRANTY).
7. **LIMITED FIVE (5) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on Kidrox® Climbing Rocks.
8. **LIMITED FIVE (5) YEAR WARRANTY** against degradation of design loading capabilities on all Webscapes® Net Climbers and Nexus® Nets (NOTE EXCEPTION - Webscapes® Net Climbers and Nexus® Nets carry a LIMITED ONE (1) YEAR WARRANTY against defects in materials and workmanship).
9. **LIMITED THREE (3) YEAR WARRANTY** against failure due to defects in materials and workmanship on Trim Timbers®.
10. **LIMITED ONE (1) YEAR WARRANTY** against failure due to defects in materials and workmanship on Slashproof Swing Seats and 360° Bucket Tot Seats for Swings.
11. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on the following products and components: TODDLERS' CHOICE® main support materials and decks; pool slide support structures, stairways, landings, and railings; and bleachers.
12. **LIMITED ONE (1) YEAR WARRANTY** against failure due to defects in materials and workmanship on all MiracleTech™ Security products, including ParkWatch™, SonicScreen™ and SiteBrite™.
13. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, trolleys and flexible climbers.

Go to [www.miracle-recreation.com/warranty](http://www.miracle-recreation.com/warranty) to register your product online.



## WARRANTY

### Comprehensive Coverage with the Miracle® Limited Warranty.

**Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:**

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle will within a reasonable time and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty. All warranties extend only to the original Buyer/end user of products from Miracle or Miracle's authorized reseller and are not transferrable.

These limited warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended; to which non-Miracle parts have been added or substituted; or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, extraordinary weather or acts of God. MiracleTech Security™ systems limited warranties do not cover products serviced or repaired by unauthorized service providers. These limited warranties do not protect against color fade, except for PlayCover® as noted above. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

Go to [www.miracle-recreation.com/warranty](http://www.miracle-recreation.com/warranty) to register your product online.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

CONTRACT FOR RFP NO. 2016-018  
PLAYSCAPES BETWEEN CITY OF  
EDINBURG AND PARK PLACE  
RECREATION DESIGN, INC.

The **City of Edinburg** (hereinafter called "City"), and **Park Place Recreation Design, Inc.**, (herein called "Contractor"), entered into an agreement for the purchase and installation of five (5) playscapes.

### 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 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 agreement and RFP No. 2016-018 Notice to Bidders and Bid Proposal Form attached 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 of this agreement for the purchase and installation of five (5) playscapes at his/her (it's or their) own proper cost and expense to furnish all labor, insurance and other accessories and services necessary to complete the said task in accordance with the conditions and prices stated in Specifications and Bid Form pertaining to RFP No. 2016-018 Playscapes.

### SECTION III TIME OF PERFORMANCE

The Contractor agrees to provide services within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared technically complete by City Staff, and shall be completed upon request of the City and within the period of 90 business days. Contractor and City shall not be liable for any delay due to circumstance beyond their control.

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

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and /or equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

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

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

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in unit price amounts set forth in the Bid form(s). The total compensation to the Contractor in the Amount **Not-to-Exceed \$250,000.00**.
- B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the general Conditions. Application for Payment will be processed by the Department of Parks & Recreation.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making changes in accordance with City Code of Ordinance and applicable sections of the Texas Local Government Code and Texas Government Code.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from
- F. Available funds or is provided for by the authorization of the issuance of time warrants.

**SECTION VI**  
**TIME OF COMPLETION**

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein, plus any extensions thereof allowed in accordance with RFP #2016-018 Playscapes. Accordingly, instead of requiring any such proof, the City and the Contractor agree that not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the

City for each day that expires after the time specified in Section III herein the amount corresponding below:

<u>FOR AMOUNT OF CONTRACT</u>	<u>COST PER DAY</u>
\$ 5,000.00 to \$ 25,000.00	\$100.00
\$ 25,001.00 to \$ 100,000.00	\$200.00
<b><u>\$ 100,001.00 to \$ 500,000.00</u></b>	<b><u>\$250.00</u></b>
\$ 500,001.00 to \$1,000,000.00	\$300.00
\$1,000,001.00 to \$2,000,000.00	\$400.00
\$2,000,001.00 to \$3,000,000.00	\$500.00
\$3,000,001.00 to \$4,000,000.00	\$600.00
\$4,000,001.00 to \$5,000,000.00	\$700.00
\$5,000,001.00 and over	\$800.00

**SECTION VII**  
**SCHEDULE REQUIREMENTS**

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

**SECTION VIII**  
**WRITTEN NOTICE OF ISSUE**

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

**SECTION IX**  
**NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud

or bad faith on part of the City or his agents.

**SECTION X**  
**UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure himself that the site conditions are satisfactory for the work contemplated.

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

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

**SECTION XII**  
**CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice to Bidders
- Addenda
- Instructions to Bidders
- RFP Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state.

**SECTION XIII**  
**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 XIV  
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 XV  
MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation-  
In accordance with the State statute
  
- B. Employer's Liability
  - Bodily Injury by Accident: \$100,000 each accident
  - Bodily Injury by Disease: \$100,000 each employee  
\$500,000 policy limits
  
- C. Comprehensive General Liability
  - Bodily Injury \$250,000 each person  
\$500,000 each occurrence
  - Property Damage \$100,000 each occurrence  
\$100,000 aggregate
  
  - or- \$500,000 combined single limits
  
- D. Comprehensive Auto Liability
  - Bodily Injury \$100,000 each person  
\$500,000 each occurrence
  - Property Damage \$100,000 each occurrence  
\$100,000 each aggregate

-or- \$500,000 combined single limits

- F. City's Protective Liability
- |                        |   |
|------------------------|---|
| <u>Bodily Injury</u>   | \$250,000 each person<br>\$500,000 each occurrence    |
| <u>Property Damage</u> | \$100,000 each occurrence<br>\$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. See Attached **Exhibit "B"**. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

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 XVI TERMINATION OF CONTRACT**

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

#### **SECTION XVII 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 XVIII 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 IXX**  
**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 XX**  
**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 XXI**  
**SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement.

**SECTION XXII**  
**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  
415 W. University Dr.  
Edinburg, Texas 78541  
Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

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

BY: \_\_\_\_\_  
City Attorney

**PARK PLACE RECREATION DESIGN, INC.:**

BY: \_\_\_\_\_  
Bod Ahrens, Owner  
P.O. Box 18186  
San Antonio, Texas 78218  
Ph: (210) 821-5878

**Attachments: Exhibit "A" Notice to Bidders; Bid Proposal Form  
Exhibit "B" Certificate of Insurance**

**EXHIBIT “A” – NOTICE TO BIDDERS AND  
RFP PROPOSAL**

**TO CONTRACT  
BETWEEN CITY OF EDINBURG  
AND PARK PLACE RECREATION  
DESIGNS, INC. - PLAYSCAPES  
RFP NO. 2016-018**



EXHIBIT "A"

## REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals 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.

Proposals will be received until **3:00 p.m. Central Time**, on **Tuesday, July 5, 2016**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

### RFP NO. 2016-018 PLAYSCAPES

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](http://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) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this proposal, please contact Mr. Luis Rodriguez, Parks Operations Manager, at (956) 292-2109.

Hand-delivering Proposals: 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> 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 Proposals: 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 proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of 60 days without taking action.

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



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



## 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 2016-018 PLAYSCAPES 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

RFP's will be submitted in sealed envelopes upon the blank RFP form attached hereto. Submit five (5) complete sets of the bid, one (1) original marked "ORIGINAL," and four (4) copies marked "COPY". Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. RFP's submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a RFP in response to this solicitation for RFP's constitutes an offer by the Bidder. RFP's which do not comply with these specifications/requirements may be rejected at the option of the City. RFP's must be filed with the City of Edinburg, before opening day and hour. No late RFP's will be accepted. They will be returned to Bidder unopened (if properly identified).

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

### PREPARATION OF RFP

RFP's **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.

### ALTERATIONS/AMENDMENTS TO RFP

RFP's **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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **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. RFP's 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**

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

### **VALID RFP TIME FRAME**

The City may hold RFP's 60 days after RFP opening without taking action. BIDDERS shall be required to hold their RFP's 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 RFP's, 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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **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](http://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 **2016-018 PLAYSCAPES** 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 RFP's shall be directed to the designated individuals as outlined in the Request for RFP's. Such interpretations, which may affect the

## **INSTRUCTIONS TO BIDDERS (Continued):**

eventual outcome of this request for RFP's, 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 RFP's/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 RFP's 60 days after the opening of RFP's without taking action. Bidders are required to hold their RFP's 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 7<sup>th</sup> 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](http://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

## **INSTRUCTIONS TO BIDDERS (Continued):**

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](http://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.

### **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.

## **INSTRUCTIONS TO BIDDERS (Continued):**

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 date fixed for opening the bids. Unless all RFP's 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 RFP's 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.

### **DOCUMENTS**

Bidding Documents may be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://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**

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.

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**

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.

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.

Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

### **BASIS OF RFP'S**

RFP's 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.

RFP's shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MODIFICATION OR WITHDRAWAL OF RFP**

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 RFP's, unless the award of Contract has been delayed more than sixty (60) days.

Prior to the time and date designated for receipt of RFP's, RFP's submitted early may be modified or withdrawn only by notice to the party receiving RFP's at the place and prior to the time designated for receipt of RFP's.

Modification of RFP's 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 RFP's; it shall be so worded as not to reveal the amount of the original RFP.

Withdrawn RFP's may be resubmitted up to the time designated for the receipt of RFP's provided that they are then fully in conformance with these Instructions to Bidders.

Bid security shall be in an amount sufficient for the RFP as modified or resubmitted.

### **STATE SALES TAX:**

This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

## **I. GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is seeking proposals from qualified local or area Companies/Firms with an interest in providing goods (hereinafter referred as "PLAYSCAPES") to the City of Edinburg.

All proposers must submit copy of insurance and must meet minimum insurance requirements of the City of Edinburg. Failure to adhere or comply with the above general conditions and instructions will cause bid to be rejected.

The City of Edinburg reserves the right to increase or decrease quantities depending on availability of funds and to accept or reject any parts of the proposal.

Contractors, subcontractors and vendors are required to register at the System for Award Management at [www.sam.gov](http://www.sam.gov). All contractors, subcontractors or vendors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's 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.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF PROPOSALS:** 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 request for proposals to have a The City Secretary Department representative time/date stamp and initial the envelope.

**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.

**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.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**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 four (4) copies** of the RFP shall be submitted to the address on the cover letter.

**INSURANCE REQUIREMENTS:** Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy

statutory coverage shall be required for construction projects.

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

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

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

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

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

Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## II. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, proposers must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the proposer.

### B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may seriously affect the overall rating of the Proposers' proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

D. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Proposers are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Proposer Data Sheet, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP.

3. Acknowledgment Form, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP.

4. Bidders are required to submit five (5) separate proposals for consideration. The budget for each playscape is \$50,000 in which the City intends to spend the entire amount for each playscape. Proposals will be deemed non-responsive if any price other than \$50,000 per playscape is submitted. Since space is not an issue, the City is looking for the best play value and size of play structure for each playscape.

5. Provide evidence that proposal(s) meet or exceed all current CPSC and ASTM guidelines and are IPEMA Third Party Certified to ASTM F-1487. Provide certification that all equipment is compliant with CPSIA 2008 and design must comply with Federal ADA guidelines for Public Play Areas.

6. Provide the following:

- 2D plan views of proposals with square footage of included wood fiber surfacing with proposed sidewalk layout.
- 3D color rendering of each proposal.
- Descriptive product literature of playscape equipment and safety surfacing.
- General product specifications.
- Color chart for all components, decks, posts and slides.
- Copy of manufacturer's warranty.

7. A written narrative statement to include:

- a. Experience in providing the goods/services described herein.
- b. Names, qualifications and experience of personnel to be assigned to the project.

### III. SPECIFICATION

A. Design, furnish and installation of five (5) playscapes for ages 5-12. Playscapes must include the following:

1. Complete assembly and installation of playscapes and safety signs. Engineered wood fiber and sidewalk containment border around perimeter of playscapes will be done by City of Edinburg staff.
2. All proposals must include age appropriate freestanding safety signage.
3. IPEMA certified engineered wood fiber safety surfacing (sufficient for 12" compacted depth) for the use zone required by the play structure design. Must be virgin engineered wood fiber (recycled material will not be considered). Product must be IPEMA certified to ASTM 1951 and ASTM F2075.
4. All slides proposed must have a sit-down canopy.
5. All slides and slide exits must be of double wall construction.
6. All decks, steps, bridges and ramps will be PVC coated perforated metal with no openings larger than 3/8".
7. Deck posts shall be 5" O.D., 11 gauge, galvanized and powder coated steel tubing with post caps.
8. Decks must have minimum side lengths of 48".
9. All vertical, ground to deck and overhead climbers shall have an arch entry enclosure at the deck edge.
10. Protective barriers shall be required on all decks, step rails (except transfer step) between decks, bridges and ramps.
11. All bolts, nuts, screws, washers and other hardware used for assembly of equipment must be tamper resistant stainless steel.
12. Adjacent decks with a rise of 7" or more must have a protective riser panel.
13. Riser panels of 18" or more must include a step with handholds.
14. Any roofs must be a minimum of 72" above deck edge.
15. Each playscape must include a least three (3) slides and at least three (3) climbers.
16. Include all delivery charges and provide a specify delivery date after receipt of order.

### IV. EVALUATION AND AWARD CRITERIA:

The City will use the following criteria to evaluate each proposal:

- A. Quality of Equipment
- B. Play Value
- C. Overall Design
- D. Company's Experience and References

The foregoing criteria will be rated on the following scale:

- |   |                    |
|---|--------------------|
| A. Quality of Equipment:                | 1-30 points        |
| B. Play Value:                          | 1-30 points        |
| C. Overall Design:                      | 1-20 points        |
| D. Company's Experience and References: | <u>1-20 points</u> |
|   | 100 points         |

B. AWARD OF CONTRACT: Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

V. ATTACHMENTS:

PROPOSER DATA SHEET – TO BE COMPLETED BY PROPOSER.

1. **Qualification of Proposer:** The Proposer shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service.

36 Year(s) \_\_\_\_\_ Month(s)

3. **References:** Indicate below a listing of at least five (5) recent references from other Cities or entities as stated in the scope of work for which you have provided this type of service. Include the date service was furnished and the name and address of the person the City has your permission to contact.

CLIENT NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	TERM OF CONTRACT (Number of Years)
City of Seguin	205 N. River Seguin TX 78155	Jack Jones	830-401-2485	2015
City of Harlingen	502 E. Tyler Harlingen TX 78550	Javier Mendez	956-873-0119	2014 +
Northside ISD	5651 Grissom San Antonio TX 78238	Linda Seewald	210-397-8630	30 years
McAllen ISD	2000 N. 23 <sup>rd</sup> McAllen TX 78501	Christina Hernandez	956-971-4577	2013 2014 + previous
Edinburg CISD	P.O. Box 990 Edinburg TX 78540	Robert Estrada	956-289-2578	2012 – 2016

ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2016- and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing as required by the City of Edinburg.

SUBMITTED BY:

PROPOSER: Park Place Recreation Designs Inc

SIGNED: Marilyn Ahrens

NAME (PRINT): Marilyn Ahrens

TITLE: Vice President

ADDRESS: P.O. Box 18186

CITY/STATE: San Antonio TX ZIP: 78218

TELEPHONE: (210) 821.5878  
Area Code

FAX: (210) 832.0115  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 74-2336170

EMAIL ADDRESS: marilyn@miracleparkplace.com



**PARK PLACE**  
RECREATION DESIGN, INC.

*The Fun Starts Here!*

Park Place Recreation  
Designs, Inc.

OFFICE  
P.O. Box 18186

San Antonio, TX 78218

PHONE  
800-626-0238  
210-821-5878

FAX  
210-832-0115

EMAIL

[fun@miracleparkplace.com](mailto:fun@miracleparkplace.com)

WEB

[www.miracleparkplace.com](http://www.miracleparkplace.com)

[www.the-art-of-play.com](http://www.the-art-of-play.com)

Approved BuyBoard Vendor

Contract #423-13:

Park Place Recreation Designs



Date: June 29, 2016 Customer: City of Edinburg

Project: RFP #2016-018 PLAYSAPES

ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Design #1: Miracle Recreation #KC11574 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	\$ 50,000.00	\$ 50,000.00
Design #2: Miracle Recreation #KC11576 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #3: Miracle Recreation #KC11579 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #4: Miracle Recreation #714-S487 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
Design #5: Miracle Recreation #714-S488 Kids Choice Playscape; includes play equipment, delivery, safety sign, Biba! and installation Includes supply only of engineered wood fiber	1	50,000.00	50,000.00
		Subtotal	\$ 250,000.00
		Tax	0% \$ 0.00
**Prices include payment/performance bond			GRAND TOTAL \$ 250,000.00

\*Pricing is for materials/delivery only. Installation is not included unless priced above.

\*If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer:  
*Sealed Drawings, Building Permits, TDLR Registration/Review/Inspections.*

\*Prices are valid for 30 days after which they are subject to change. Any work not specifically mentioned in this proposal as being included shall be considered excluded. The customer will be responsible for any taxes owed.

Authorized By: \_\_\_\_\_

Printed Name

Signature

Date

# City of Edinburg KC11574



Engineered Wood Fiber Surfacing  
Contained by Five Foot Sidewalk



Biba games turn the screen-time kids love into the outdoor, physical and imaginative play that parents know they need. Biba uses the smartphones found in every parents' pocket or purse to unlock new and exciting games every time a family visits the playground. And it's not just fun for the kids! Every gameplay session generates a series of family friendly fitness metrics that let parents track their kids' progress. We lock this information so that it is 100% private and secure!



**Miracle**  
In Texas  
Page 118

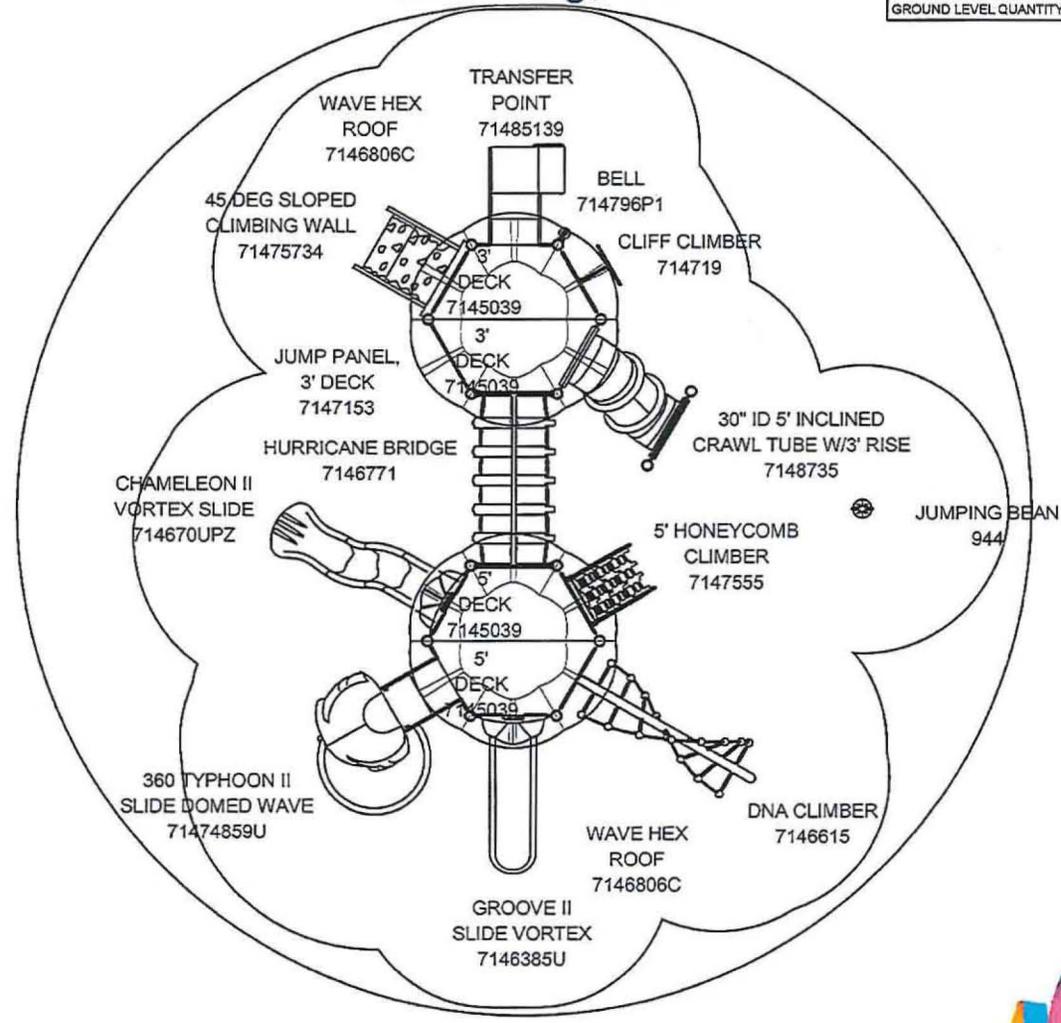
# City of Edinburg KC11574



# City of Edinburg KC11574 Edinburg, TX

AGE GROUP: 5-12	
ELEVATED PLAY ACTIVITIES - TOTAL: 9	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2	REQ'D 3
GROUND LEVEL QUANTITY: 2	REQ'D 3

**FOR KIDS AGES**  
**5-12**  
**YEARS**



**PARK PLACE RECREATION DESIGNS, INC.**      009\_42535456230

P.O. Box 18186  
San Antonio, TX      PHONE NO: (210) 821-5878  
FAX NO: (210) 832-0115

GROUND SPACE: 28'-6" x 34'-0"  
PROTECTIVE AREA: 47'-0" x 47'-0"

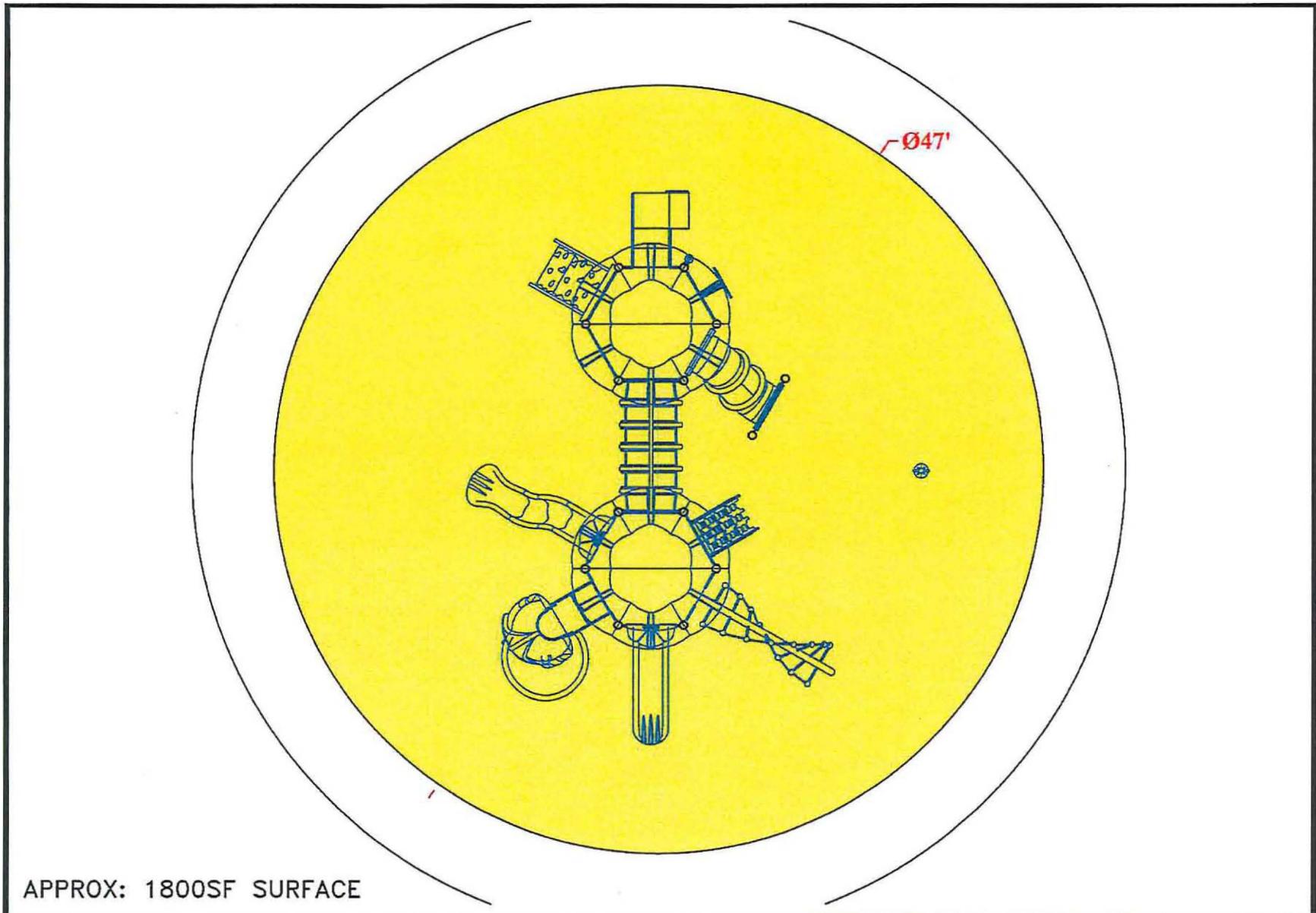
DRAWN BY: Bob Ahrens      DATE: 6/14/2016

<input checked="" type="checkbox"/>	COMPLIES TO ASTM/CPSC
<input checked="" type="checkbox"/>	COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

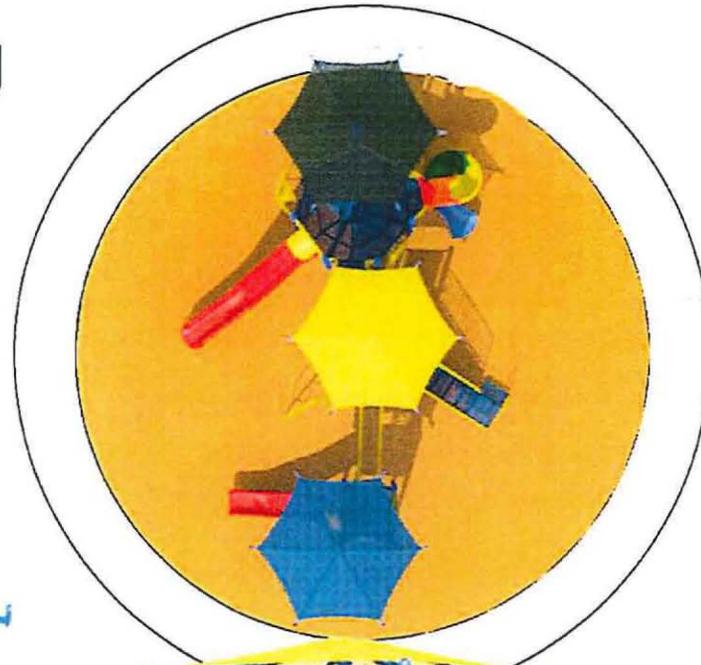


APPROX: 1800SF SURFACE

<p>DATE: 06/20/16</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>City of Brownsville KC11574 Drawing #KC11574_</p>		<p>Park Place Recreation Designs, Inc. <i>Life - Have Fun With It!</i></p>
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# City of Edinburg KC11576

Engineered Wood Fiber Surfacing  
Contained by Five Foot Sidewalk

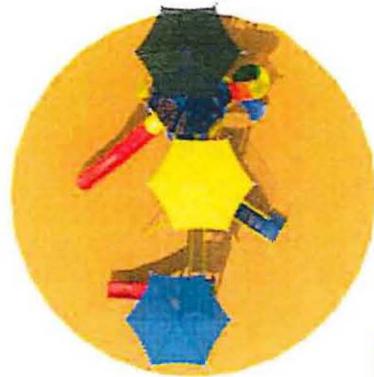


Biba games turn the screen-time kids love into the outdoor, physical and imaginative play that parents know they need. Biba uses the smartphones found in every parents' pocket or purse to unlock new and exciting games every time a family visits the playground. And it's not just fun for the kids! Every gameplay session generates a series of family friendly fitness metrics that let parents track their kids' progress. We lock this information so that it is 100% private and secure!



**Miracle**  
In Texas  
Page 122

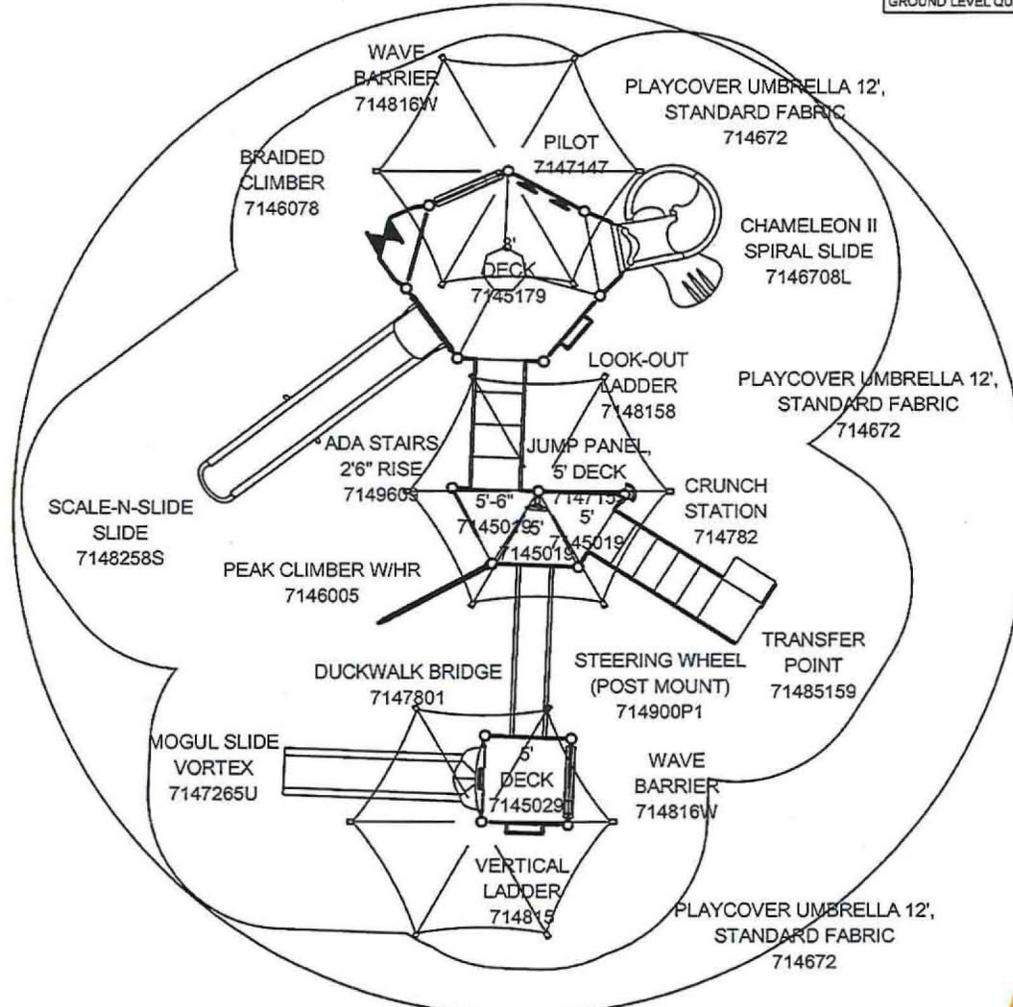
# City of Edinburg KC11576



# City of Edinburg KC11576 Edinburg, TX

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	9
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	8 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	3 REQ'D 3
GROUND LEVEL QUANTITY:	3 REQ'D 3

**FOR KIDS AGES**  
**5-12**  
**YEARS**



To verify product certification, visit [www.ipema.org](http://www.ipema.org)



**PARK PLACE RECREATION DESIGNS, INC.**      009\_42535668529

P.O. Box 18186      PHONE NO: (210) 821-5878  
San Antonio, TX      FAX NO: (210) 832-0115

GROUND SPACE: 28'-0" x 32'-0"

PROTECTIVE AREA: 47'-0" x 47'-0"

DRAWN BY: Bob Ahrens

DATE: 6/14/2016

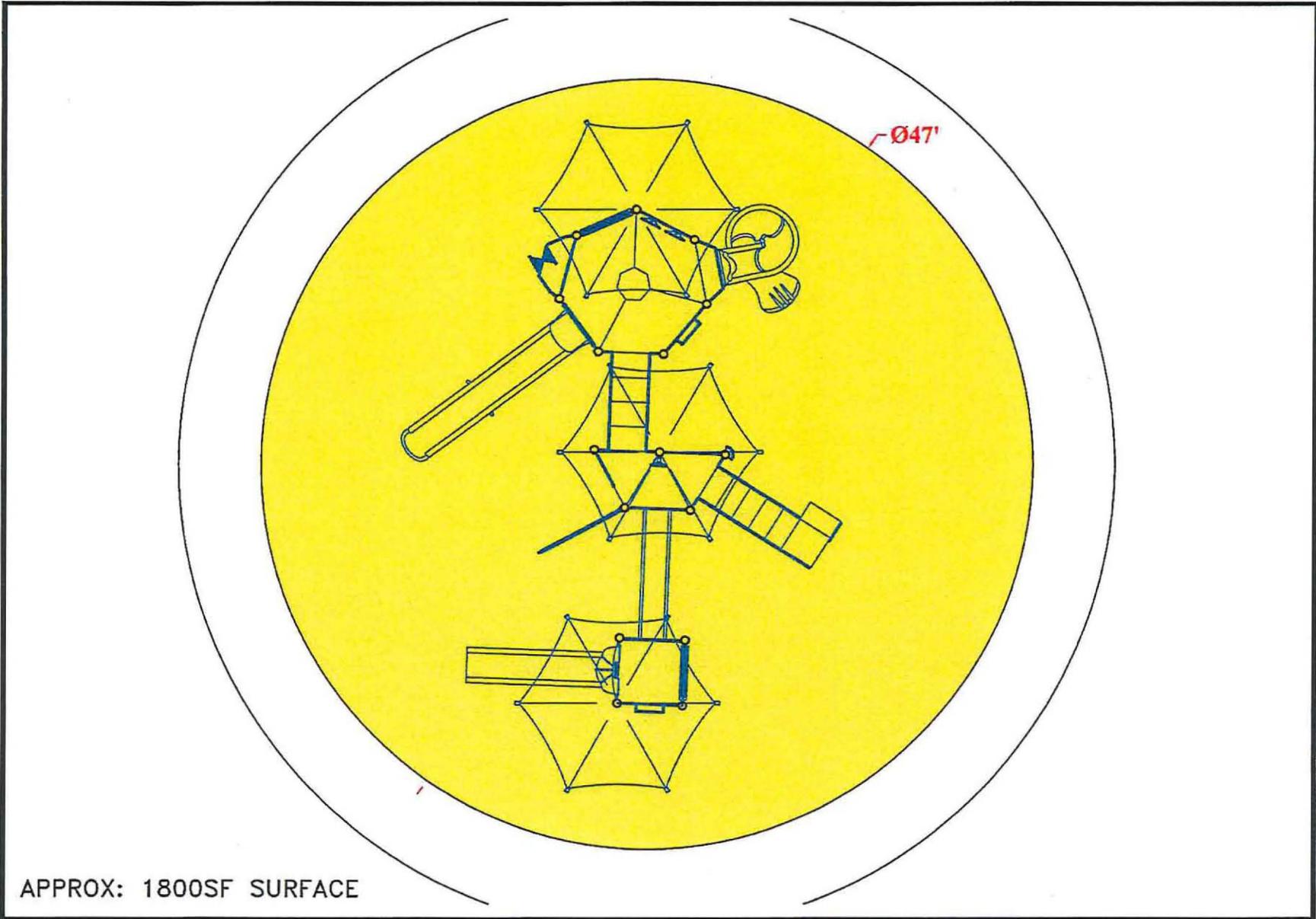
COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



DATE: 06/16/16  
 SCALE: 1/8" = 1'-0"

City of Brownsville  
 KC11576  
 Drawing #KC11576\_

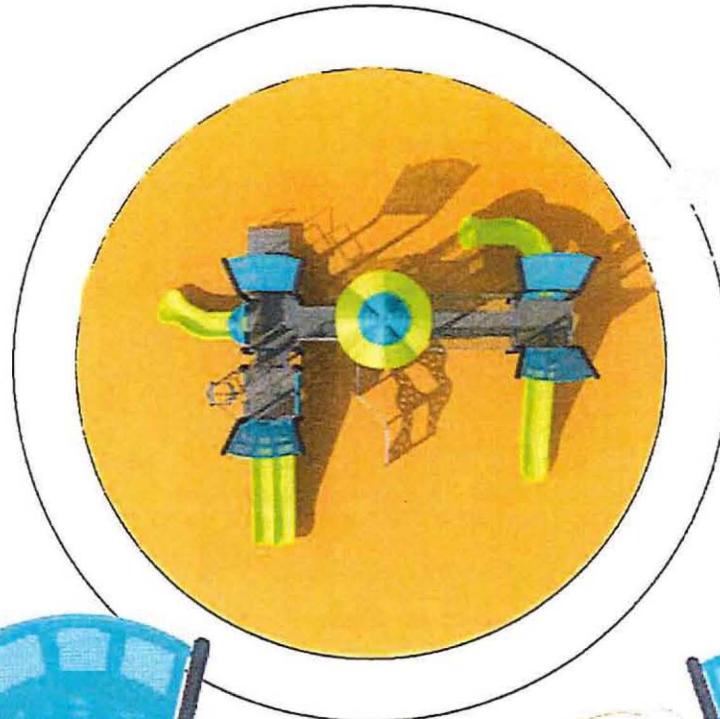


Park Place Recreation Designs, Inc.  
 Life - Have Fun With It!

# City of Edinburg KC11579



Engineered Wood Fiber Surfacing  
Contained by Five Foot Sidewalk



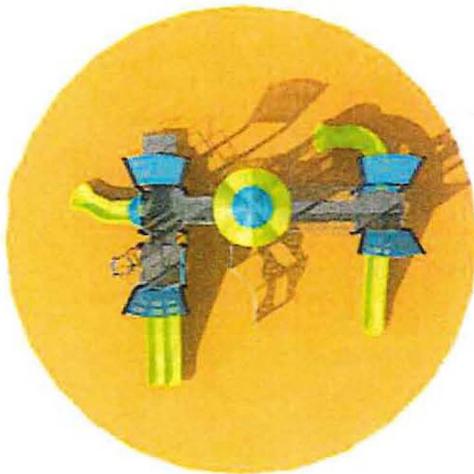
Biba games turn the screen-time kids love into the outdoor, physical and imaginative play that parents know they need. Biba uses the smartphones found in every parents' pocket or purse to unlock new and exciting games every time a family visits the playground. And it's not just fun for the kids! Every gameplay session generates a series of family friendly fitness metrics that let parents track their kids' progress. We lock this information so that it is 100% private and secure!



 **Miracle**  
In Texas



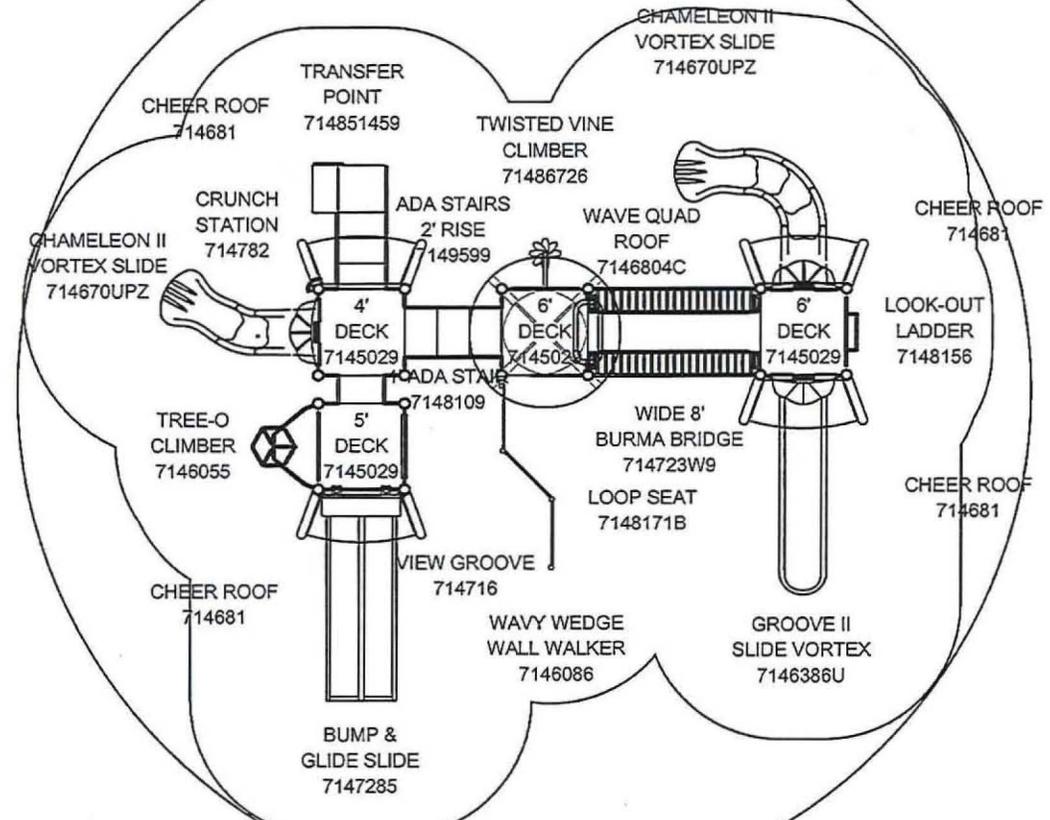
# City of Edinburg KC11579



# City of Edinburg KC11579 Edinburg, TX

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0 REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	2 REQ'D 3
GROUND LEVEL QUANTITY:	2 REQ'D 3

FOR KIDS AGES  
**5-12**  
YEARS



**PARK PLACE RECREATION DESIGNS, INC.**      009\_42548638329

P.O. Box 18186      PHONE NO: (210) 821-5878  
San Antonio, TX      FAX NO: (210) 832-0115

GROUND SPACE: 33'-0" x 25'-5"  
PROTECTIVE AREA: 47'-0" x 47'-0"

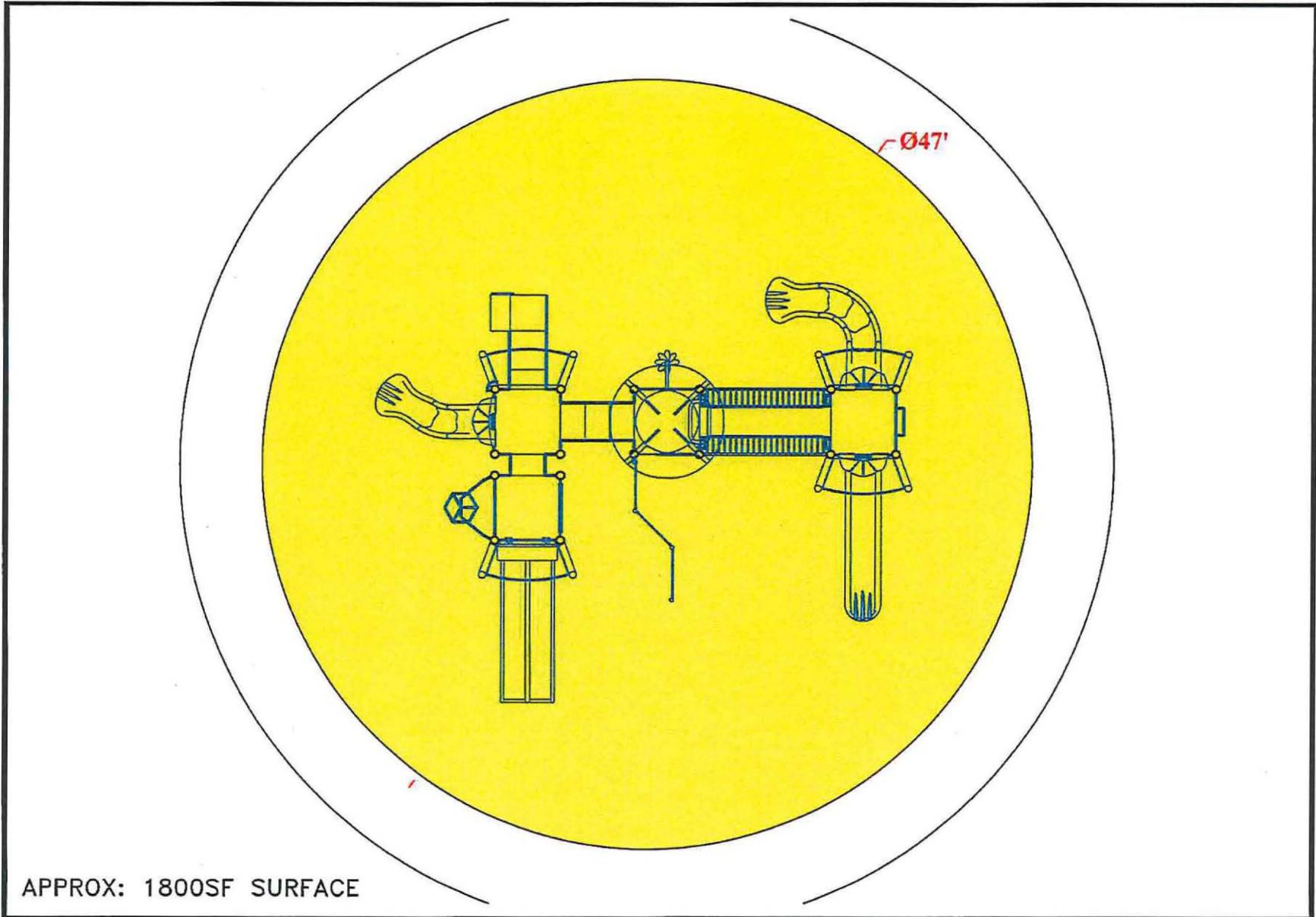
DRAWN BY: Bob Ahrens      DATE: 6/15/2016

<input checked="" type="checkbox"/>	COMPLIES TO ASTM/CPSC
<input checked="" type="checkbox"/>	COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



APPROX: 1800SF SURFACE

<p>DATE: 06/20/16</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>City of Edinburg KC11579 Drawing #KC11579_</p>		<p>Park Place Recreation Designs, Inc. Life - Have Fun With It!</p>
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# City of Edinburg 714-5487



Engineered Wood Fiber Surfacing  
Contained by Five Foot Sidewalk

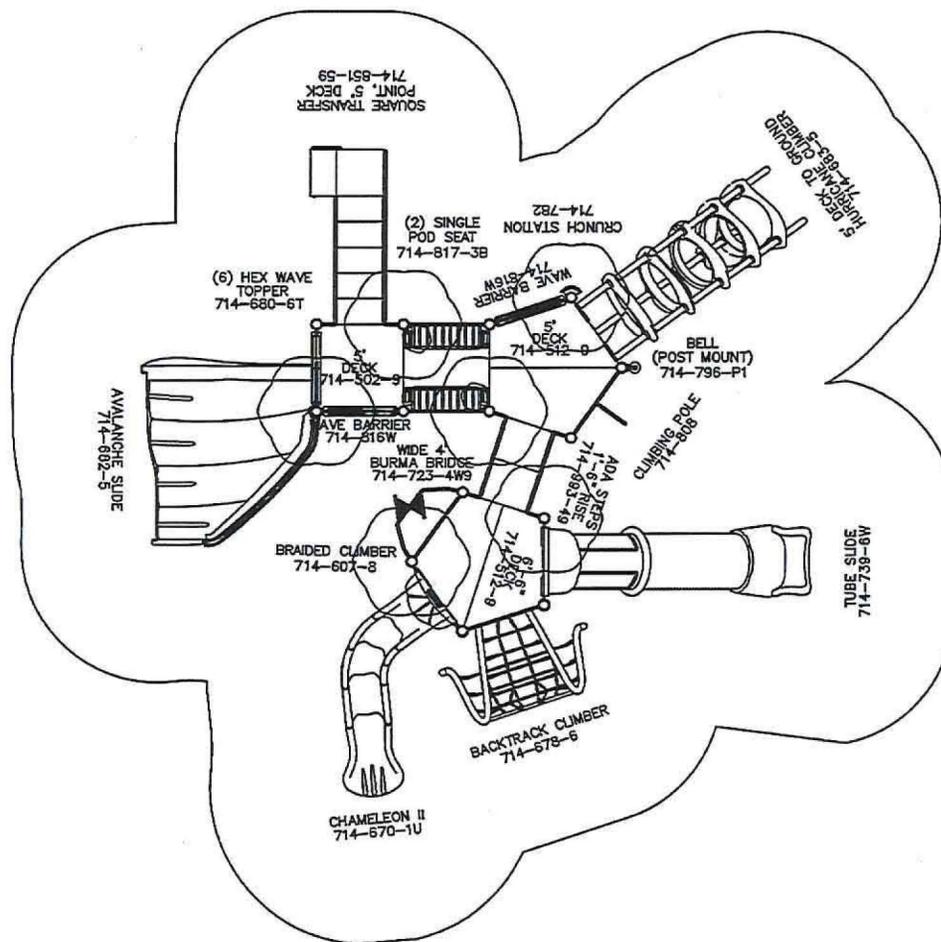


Biba games turn the screen-time kids love into the outdoor, physical and imaginative play that parents know they need. Biba uses the smartphones found in every parents' pocket or purse to unlock new and exciting games every time a family visits the playground. And it's not just fun for the kids! Every gameplay session generates a series of family friendly fitness metrics that let parents track their kids' progress. We lock this information so that it is 100% private and secure!



City of Edinburg  
714-5487





Play Area Capacity: 60-70

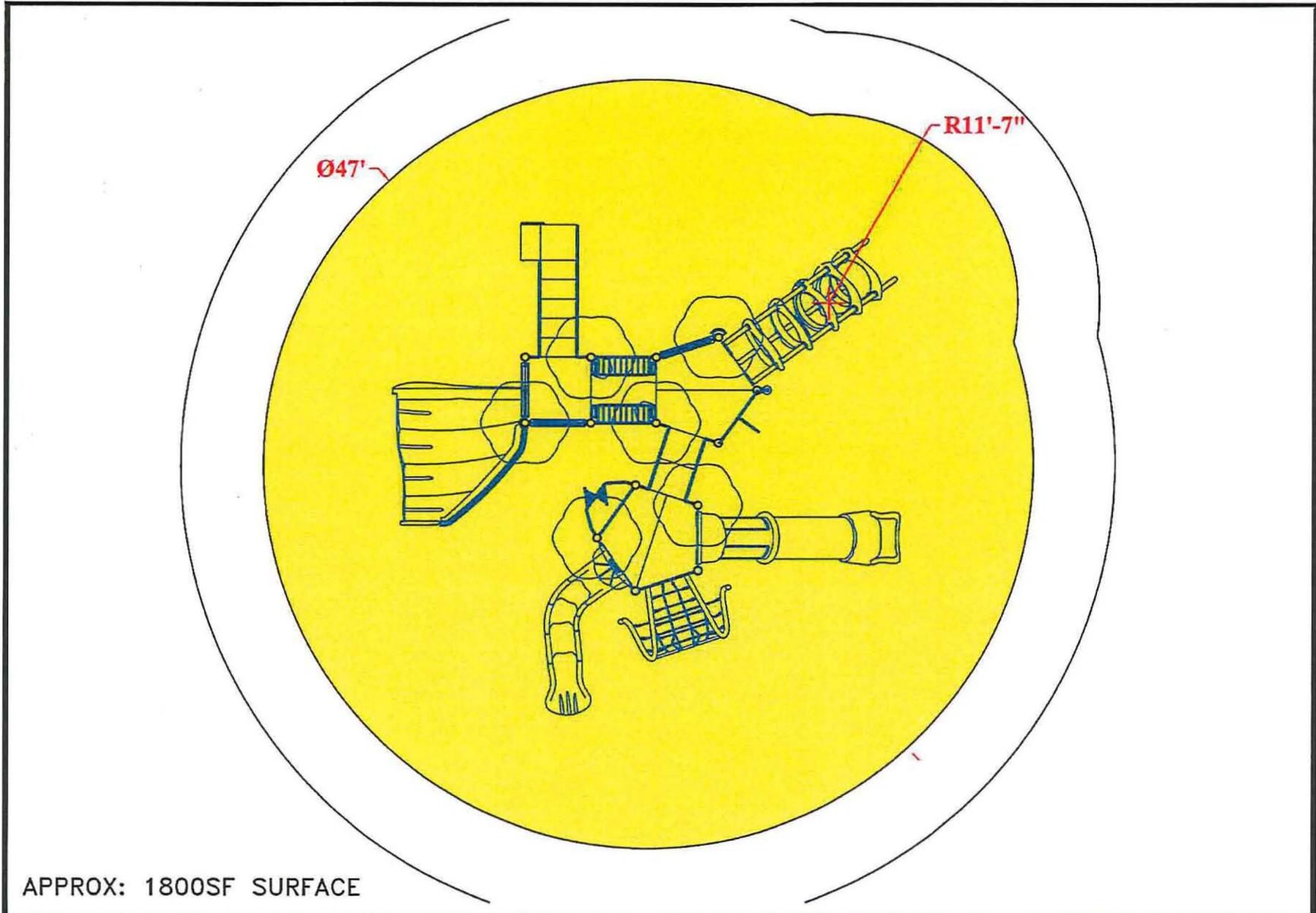


To verify product certification, visit [www.ipema.org](http://www.ipema.org)

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	<b>714-S487J</b>		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12	SCALE: 1/8"=1'-0"
	AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	GROUND SPACE: 31' X 31'	✓	COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	
PROTECTIVE AREA: 44' X 44'		✓	COMPLIES TO ADA	TYPE: 0	QUANTITY: 0	CINDI



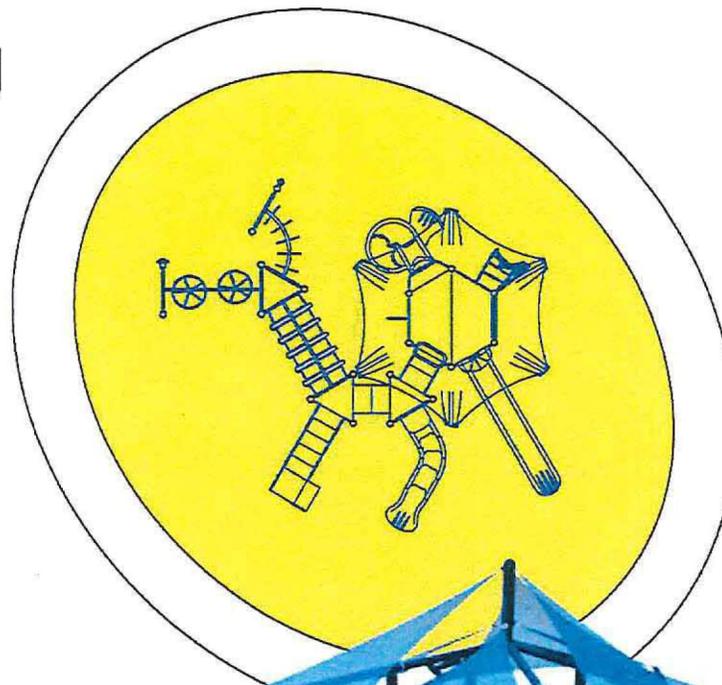
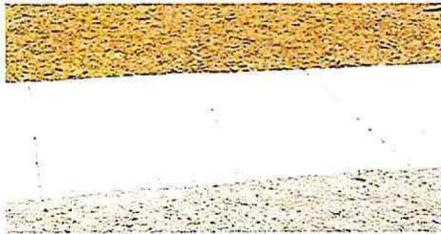
APPROX: 1800SF SURFACE

<p>DATE: 06/28/16</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>City of Edinburg 714-S487 Drawing #714-S487_</p>		<p>Park Place Recreation Designs, Inc. <i>Life - Have Fun With It!</i></p>
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# City of Edinburg 714-5488



Engineered Wood Fiber Surfacing  
Contained by Five Foot Sidewalk



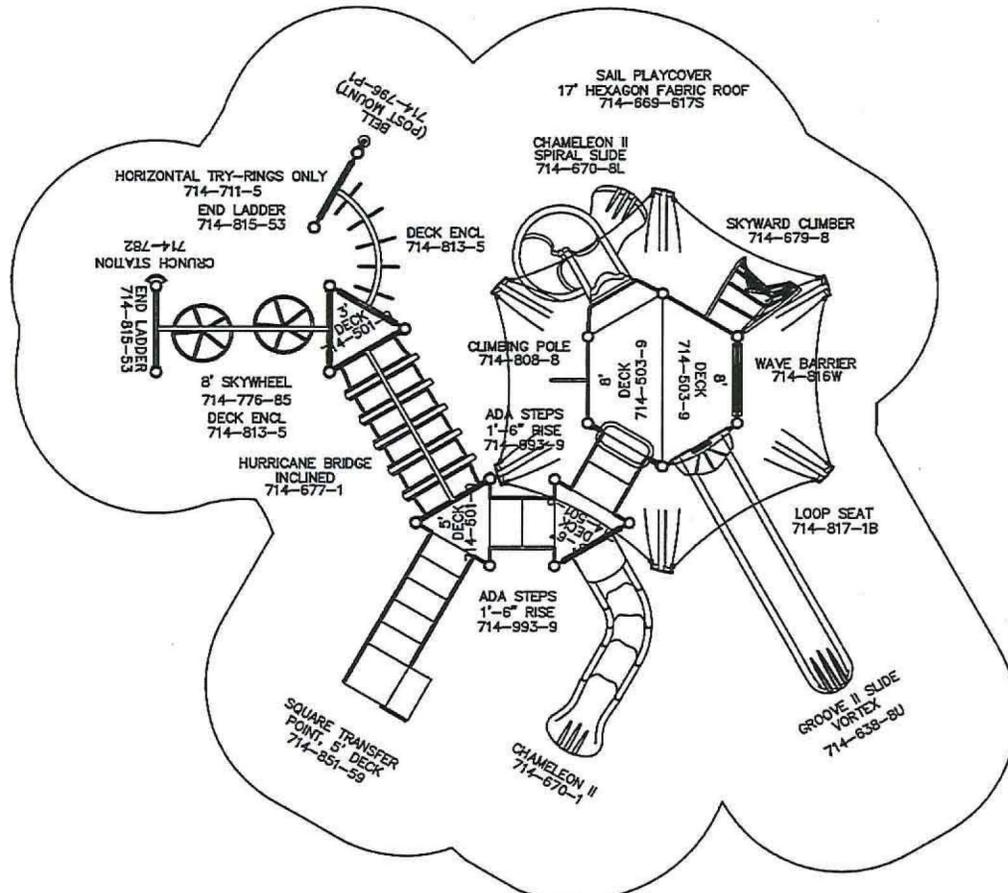
-- Biba games turn the screen-time kids love into the outdoor, physical and imaginative play that parents know they need. Biba uses the smartphones found in every parents' pocket or purse to unlock new and exciting games every time a family visits the playground. And it's not just fun for the kids! Every gameplay session generates a series of family friendly fitness metrics that let parents track their kids' progress. We lock this information so that it is 100% private and secure!



City of Edinburg

714-5488





Play Area Capacity: 60-70

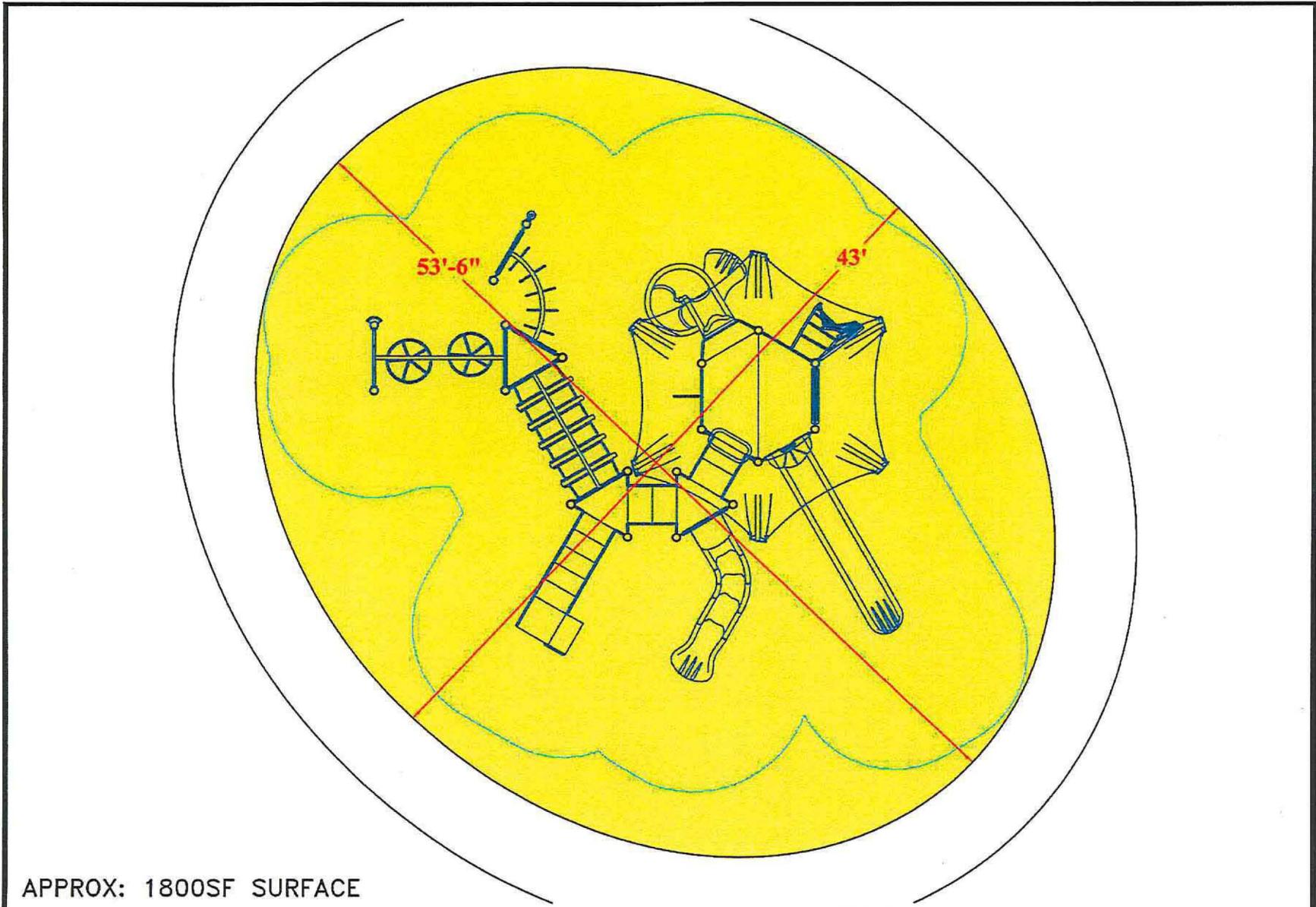


To verify product certification, visit [www.ipema.org](http://www.ipema.org)

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	<b>714-S488J</b>		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12	SCALE: 1/8" = 1'-0"	
	AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	GROUND SPACE:	33' X 29'	✓		COMPLIES TO ASTM	DATE: 4/27/2016
PROTECTIVE AREA:		47' X 42'	✓	COMPLIES TO ADA	ADDITIONAL GROUND LEVEL ACCESSIBLE ITEMS NEEDED FOR ADA COMPLIANCE	TYPE:	QUANTITY:
					0	0	



APPROX: 1800SF SURFACE

<p>DATE: 06/28/16</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>City of Edinburg 714-S488 Drawing #714-S488_</p>		<p>Park Place Recreation Designs, Inc. <i>Life - Have Fun With It!</i></p>
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**EXHIBIT “B” - INSURANCE CERTIFICATE**

**TO CONTRACT  
BETWEEN CITY OF EDINBURG  
AND PARK PLACE RECREATION  
DESIGNS, INC. - PLAYSCAPES  
RFP NO. 2016-018**



# CERTIFICATE

EXHIBIT "B"

PARKP-1

OP ID: J

ICE

DATE (MM/DD/YYYY)

07/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT DOES NOT CONSTITUTE AN OFFER OF INSURANCE. IT IS SUBJECT TO THE POLICIES AND COVERAGES SET FORTH HEREIN. 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 Trimble-Battler San Antonio 120 Austin Hwy., Ste. 103 San Antonio, TX 78209 Barbara Newcomb	CONTACT NAME: Susan Muniz	PHONE (A/C, No, Ext): 210-253-2415	FAX (A/C, No): 210-308-9540
	E-MAIL ADDRESS: susan@trimble-battler.com		
INSURED Park Place Recreation Designs, Inc. P.O. Box 18186 San Antonio, TX 78218	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Navigators Specialty Company		
	INSURER B: Texas Mutual Ins. Co.		22945
	INSURER C: United Specialty Insur. Co.		
	INSURER D: Allied Property & Casualty Ins		42579
	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.

NR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LINE		NR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> SEE BELOW  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HO16CGL149741C	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SEE BELOW  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAPC7264338493	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		USA4109974	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N Y N/A	SBP0001208483 SEE BELOW	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> WC STATI-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SEE REVERSE FOR SPECIAL PROVISIONS

CITY OF EDINBURG PO Box 1079 Edinburg, TX 78540	CITIEDI	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 

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ACORD 25 (2010/05)

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**NOTEPAD**

INSURED'S NAME **Park Place Recreation Designs,**

**PARKP-1  
OP ID: J**

PAGE 2  
Date **07/07/2016**

\*\*\*SPECIAL PROVISIONS-GL includes blanket 30 day notice of cancellation (except non-pay, 10), policies include blanket additional insured endorsement (except wc) with general liability including products/completed operations and primary and non-contributory coverage, and a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

Robert and Marilyn Ahrens are excluded from workers' compensation coverage.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1) ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2) PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.



July 8, 2016

City of Edinburg  
Edinburg, TX

RE: Park Place Recreation Designs, Inc.

Subject: Bond Capacity

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client, Park Place Recreation Designs, Inc. (Park Place). We have handled their surety needs since 2009 and the account is in good standing.

Park Place has an excellent track record and a solid financial position. At this time we have a day to day bond line in place of \$1MM single and \$3MM aggregate. These limits are not maximum amounts; we anticipate we could approve larger bonds if requested. Of course, final determination will depend on our approval of the actual contract documents as well as Park Place continuing to satisfy underwriting requirements.

SureTec is currently rated "A" (Excellent) by A.M. Best Company and we are on the US Department of Treasury's list of approved sureties for federal work (T-List).

Any arrangement for bonds required by contract is a matter between SureTec and our principal and we assume no liability to you or third parties, if for any reason we do not execute final bonds.

Should you have any questions, please feel free to contact me at (866) 732-0099, extension 1880.

Sincerely,

William R. Dawley, AFSB  
Vice President

## **BIDDER'S LIST PLAYSCAPES**

**Hunter-Knepshield Company  
P.O. Box 260677  
Plano, Texas 75026-0677**

**Playwell Athletic Park &  
Playground  
4743 Iberia Avenue, Suite C  
Dallas, Texas 75207**

**Park Place Recreation Designs,  
Inc.  
Miracle Recreation  
P.O. Box 18186  
San Antonio, Texas 78218**

**Playworld Systems  
Spectrum Corporation  
P.O. Box 750456  
Houston, Texas 77275**

**Exerplay, Inc.  
P.O. Box 1160  
Cedar Crest, NM 87008**

**Gametime  
17802 Grant Road  
Cypress, Texas 77429**

# CONTRACTUAL

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Accepting and Releasing Electric Transmission Texas Restoration & Repair Work Pursuant to Easement Granted for the Following Properties (1) 46/Tex-Mex Survey PT Lots 6,7, All 11 & 12, Block 245 95.65 AC; (2) 48/Tex-Mex Survey PT Lots 6,7, All 11, & 12, Block 245, 95.65 AC; and (3) 33/ Boys & Girls Club 4.96 AC D/D R/O/W for the New 345kV Double-Circuit Capable Transmission Line and Authorize the City Manager to Execute All Documents Relating Thereto. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Tuesday, December 2, 2015 City Council granted an easement for 0.447 of an Acre Tract Land Line in the Texas Mexican Railway Company Survey, Section 243, Abstract 103, Hidalgo County, Texas and a 2.100 Acre Tract of Land Lying in the Texas Mexican Railway Company Survey, Section 245, Abstract 104, Hidalgo County, Texas to Electric Transmission Texas, LLC for the New 345kV Double-Circuit Capable Transmission Line.

Electric Transmission Texas ("ETT") has completed the construction of the Transmission Line over and across the Property, and ETT has now restored and repaired the surface of the Property and any affected roads, fences and other improvements in accordance with the terms of the easement granted to ETT.

City staff has inspected the Property and recommends that the City Council accept and release ETT's restoration and repair work In full satisfaction of its obligations to restore and repair the surface of the Property and any affected improvements on the Property upon completion of the construction of the Transmission Line.

Attached is the proposed acceptance and release documents for consideration.

**RECOMMENDATION:**

Accept and Release Electric Transmission Texas Restoration & Repair Work Pursuant to Easement Granted for the Following Properties: (1) 46/Tex-Mex Survey PT Lots 6,7, All 11 & 12, Block 245 95.65 AC; (2) 48/Tex-Mex Survey PT Lots 6,7, All 11, & 12, Block 245, 95.65 AC; and (3) 33/ Boys & Girls Club 4.96 AC D/D R/O/W for the New 345kV Double-Circuit Capable Transmission Line and Authorize the City Manager to Execute All Documents Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Tomas D. Reyna,  
Assistant Director of  
Public Works

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

/s/Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED** \_\_\_\_\_  
**DISAPPROVED** \_\_\_\_\_  
**TABLED** \_\_\_\_\_  
**NO ACTION** \_\_\_\_\_

Richard Molina  
Mayor Pro-Tem

J. R. Betancourt  
Councilmember

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

ACCEPTANCE AND RELEASE

Line Name: North Edinburg - Loma Alta: New 345kV Line ROW -ETT-058 (the "Transmission Line")

Property/Tract Identification: **33/ Boys & Girls Club 4.96 AC D/D R/O/W**

Property Owner: **City of Edinburg**

Restoration. Electric Transmission Texas ("ETT") has completed the construction of the Transmission Line over and across the Property, and ETT has now restored and repaired the surface of the Property and any affected roads, fences and other improvements related to the restoration and repair work in accordance with the terms of the easement granted to ETT by Owner (the "Easement").

Owner has inspected the Property and does hereby accept ETT's restoration and repair work in full satisfaction of its obligations to restore and repair the surface of the Property and any affected improvements on the Property that required restoration and repair work upon completion of the construction of the Transmission Line pursuant to the terms of the Easement.

Owner does hereby RELEASE and DISCHARGE ETT, and its contractors and subcontractors, from any and all claims and causes of action for damages to the surface (including restoration and repair work) of the Property caused by or arising out of the construction of the Transmission Line pursuant to the terms of the Easement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---





ACCEPTANCE AND RELEASE

Line Name: North Edinburg - Loma Alta: New 345kV Line ROW -ETT-058 (the "Transmission Line")

Property/Tract Identification: **46/ Tex-Mex Survey PT Lots 6, 7, All 11 & 12, Block 245 95.65 AC**

Property Owner: **City of Edinburg**

Restoration. Electric Transmission Texas ("ETT") has completed the construction of the Transmission Line over and across the Property, and ETT has now restored and repaired the surface of the Property and any affected roads, fences and other improvements related to the restoration and repair work in accordance with the terms of the easement granted to ETT by Owner (the "Easement").

Owner has inspected the Property and does hereby accept ETT's restoration and repair work in full satisfaction of its obligations to restore and repair the surface of the Property and any affected improvements on the Property that required restoration and repair work upon completion of the construction of the Transmission Line pursuant to the terms of the Easement.

Owner does hereby RELEASE and DISCHARGE ETT, and its contractors and subcontractors, from any and all claims and causes of action for damages to the surface (including restoration and repair work) of the Property caused by or arising out of the construction of the Transmission Line pursuant to the terms of the Easement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---





ACCEPTANCE AND RELEASE

Line Name: North Edinburg - Loma Alta: New 345kV Line ROW -ETT-058 (the "Transmission Line")

Property/Tract Identification: **48/ Tex-Mex Survey PT Lots 6, 7, All 11 & 12, Block 245 95.65 AC**

Property Owner: **City of Edinburg**

Restoration. Electric Transmission Texas ("ETT") has completed the construction of the Transmission Line over and across the Property, and ETT has now restored and repaired the surface of the Property and any affected roads, fences and other improvements related to the restoration and repair work in accordance with the terms of the easement granted to ETT by Owner (the "Easement").

Owner has inspected the Property and does hereby accept ETT's *restoration and repair* work in full satisfaction of its obligations to restore and repair the surface of the Property and any affected improvements on the Property that required restoration and repair work upon completion of the construction of the Transmission Line pursuant to the terms of the Easement.

Owner does hereby RELEASE and DISCHARGE ETT, and its contractors and subcontractors, from any and all claims and causes of action for *damages to the surface* (including restoration and repair work) of the Property caused by or arising out of the construction of the Transmission Line pursuant to the terms of the Easement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---



# RESOLUTION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Resolution and Approve the Final Community Development Block Grant 42nd One-Year Action Plan and Proposed use of Funds for the Period Beginning October 01, 2016 through September 30, 2017. [Marissa Garza, Director of Community Development/Grants Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City Council held a public hearing and approved the proposed Community Development Block Grant 42<sup>nd</sup> One-Year Action Plan during the May 17, 2016 regular meeting. A summary of the proposed plan was published on May 25, 2016. A thirty (30) day comment period, ending June 24, 2016, was allowed and no comments were received.

A total of three (3) public hearings were held during various stages of the Consolidated Plan and Strategy (CPS) Process to solicit input on the needs of the City from residents of the community, city department heads and public service agencies. All requests were prioritized based on the needs identified.

Upon approval, the Community Development Block Grant 42<sup>nd</sup> One-Year Action Plan (2016-2017) will be submitted to the U.S. Department of Housing and Urban Development field office in San Antonio, Texas on or before August 15, 2016.

**RECOMMENDATION:**

Approve Resolution and the Final Community Development Block Grant 42<sup>nd</sup> One-Year Action Plan and Proposed use of Funds for the Period Beginning October 01, 2016 through September 30, 2017.

**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/ 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

**RESOLUTION NO.**

**THE STATE OF TEXAS     §   RESOLUTION OF THE CITY OF EDINBURG, TEXAS  
 ADOPTING THE 42<sup>nd</sup> ONE-YEAR ACTION PLAN FOR  
 COUNTY OF HIDALGO     §   THE COMMUNITY DEVELOPMENT BLOCK GRANT  
 ENTITLEMENT PROGRAM  
 CITY OF EDINBURG       §**

**WHEREAS**, the City of Edinburg, Texas has been designated an Entitlement Municipality by the U.S. Department of Housing and Urban Development for funding under the Community Development Block Grant Program; and,

**WHEREAS**, the Community Development Council has held three (3) public hearings to obtain citizens' views and comments on the Community Development Block Grant 42<sup>nd</sup> One-Year Action Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS**, that:

The City of Edinburg's One-Year Action Plan in the amount of \$1,061,162 for Fiscal Year 2016-2017 under the Community Development Block Grant Program be adopted as follows:

**Proposed 2016-2017 One-Year Action Plan**

1.	<b>CDBG Administration:</b>	<b>\$203,032.00</b>
2.	<b>Housing Department:</b>	<b>\$371,500.00</b>
	a) Housing Administration	\$ 71,500.00
	b) Rehabilitation/Reconstruction	\$300,000.00
3.	<b>Public Works:</b>	
	Hilda Subdivision Phase II – Street Improvements	<b>\$198,036.00</b>
	Faysville Subdivision - Street Lights	<b>\$ 15,610.00</b>
4.	<b>Section 108 Loan Repayment:</b>	
	Loan repayment of the City's Section 108 Loan for the wastewater treatment plant expansion.	<b>\$246,984.00</b>
5.	<b>Amigos Del Valle, Inc.:</b>	<b>\$ 7,000.00</b>
6.	<b>CASA of Hidalgo, Inc.:</b>	<b>\$ 5,000.00</b>
7.	<b>Children's Advocacy Center of Hidalgo County, Inc.:</b>	<b>\$ 10,000.00</b>
8.	<b>The Salvation Army:</b>	<b>\$ 4,000.00</b>
	<b>Total:</b>	<b>\$1,061,162.00</b>

**Secondary Projects**

	<b><u>ACTIVITY</u></b>	<b><u>AMOUNT</u></b>
1.	<b><u>PUBLIC FACILITIES AND IMPROVEMENTS</u></b>	
	Public Works – Bar 2 Subdivision – Phase 3 – Solar Lighting	\$162,368.00
	Public Works – Bar 5 Subdivision – Phase 4 – Solar Lighting	\$263,848.00
	<b>TOTAL</b>	<b>\$426,216.00</b>

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 19<sup>th</sup> day of July, 2016.

**CITY OF EDINBURG**

**By:** \_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Myra L. Ayala Garza, City Secretary

**APPROVE AS TO FORM:**  
Palacios, Garza & Thompson, P.C.

**By:** \_\_\_\_\_  
City Attorney

# BUDGET

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

1. General Fund: FROM Motor Vehicles Fuel, Oil, Etc.; Chemical Medical Lab; Office Furniture; Building; Equipment; Building & Structures; Communications Postage; Professional Services; and Rents & Contracts, in the Amount of \$65,000. [Shawn M. Snider, Fire Chief]
2. General Fund: FROM Salaries TO Office Equipment & Furniture; and Communications, in the Amount of \$41,320. [Ascencion Alonzo, Director of Finance]
3. General Fund: FROM Salaries; and Part-time Wages TO Buildings; Motor Vehicles; and Equipment, in the Amount of \$50,000. [Joe Filoteo, Director of Parks & Recreation]
4. Utility Fund: FROM Machines & Equipment; Printing; and Motor Vehicle Fuel, Oil, Etc. TO Office Supplies; Office Equipment & Furniture; and Machines & Equipment, in the Amount of \$24,380. [Arturo Martinez, Director of Utilities]

\*\*\*\*\*

**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 FORM**  
**FUND NAME** General  
**DEPARTMENT** Fire Department

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER														AMOUNT		
							*										
Motor Vehicle - Fuel	0	1	-	5	1	2	2	-	0	4	3	6	0	-	0	0	10,000
Chemical Medical Lab	0	1	-	5	1	2	2	-	0	4	3	8	0	-	0	0	5,000
Office Furniture	0	1	-	5	1	2	2	-	0	4	4	0	0	-	0	0	5,000
Building	0	1	-	5	1	2	3	-	0	4	4	5	0	-	0	0	5,000
Equipment	0	1	-	5	1	2	3	-	0	4	5	3	0	-	0	0	5,000
Building & Structures	0	1	-	5	1	2	4	-	0	4	6	4	0	-	0	0	10,000
Communications Postage	0	1	-	5	1	2	5	-	0	4	7	5	0	-	0	0	5,000
Professional Services	0	1	-	5	1	2	5	-	0	4	8	0	0	-	0	0	5,000
Rents & Contracts	0	1	-	5	1	2	5	-	0	4	8	1	0	-	0	0	15,000.00
<b>Total</b>															<b>65,000</b>		

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER														AMOUNT		
							*										
Overtime	0	1	-	5	1	2	1	-	0	4	0	3	0	-	0	0	65,000
			-					-						-			
			-					-						-			
			-					-						-			
			-					-						-			
			-					-						-			
			-					-						-			
			-					-						-			
			-					-						-			
<b>Total</b>															<b>65,000</b>		

**EXPLANATION:** To cover unforeseen overtime.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES  No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1.     *ES*      
Department Head

    7/12/16    

3.     *[Signature]*      
City Manager

    7/14/16    

REVIEWED BY:

2.     *[Signature]*      
Director of Finance

    7/13/16    

DATE ENTERED:     /    /

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME GENERAL**  
**DEPARTMENT FINANCE**

TRANSFER FROM:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
SALARIES	0 1 - 5 4 1 1 - 0 4 0 1 0 - 0 0	41,320
	Total	41,320

TRANSFER TO:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
OFFICE EQUIP/FURNITURE	0 1 - 5 4 1 2 - 0 4 4 0 0 - 0 0	7,000
COMMUNICATIONS	0 1 - 5 4 1 5 - 0 4 7 5 0 - 0 0	15,000
OFFICE EQUIP/FURNITURE	0 1 - 5 4 1 4 - 0 4 5 7 0 - 0 0	18,700
OFFICE EQUIP/FURNITURE	0 1 - 5 4 1 6 - 0 4 8 7 0 - 0 0	620
	Total	41,320

**EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COVER UNFORESEEN EXPENDITURES (ONE SERVER FOR INCODE SOFTWARE, MAINTENANCE AND SOFTWARE RECOVERY COST DUE TO TWO MAIN DRIVES FAILING AND COST TO UPGRADE GEMS SOFTWARE.**

\*CATEGORIES 1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

1. REQUESTED BY: *[Signature]* DATE: 07/01/2016  
 Department Head

3. APPROVED BY: *[Signature]* 7/1/16  
 City Manager

2. REVIEWED BY: *[Signature]* 07/01/2016  
 Director of Finance

DATE ENTERED:    /   /   

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG**  
**TRANSFER OF FUNDS REQUEST FORM**  
**FUND NAME** GENERAL  
**DEPARTMENT** PARKS & ROW

**TRANSFER FROM:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT			
							*										
	Salaries	0	1	-	5	3	8	1	-	0	4	0	1	0	-	0	0
	Part-time Wages	0	1	-	5	3	8	1	-	0	4	1	3	0	-	0	0
	Salaries	0	1	-	5	3	8	1	-	0	4	0	1	0	-	0	0
	Part-time Wages	0	1	-	5	3	8	1	-	0	4	1	3	0	-	0	0
												Total	50,000				

**TRANSFER TO:**

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT			
							*										
	Buildings	0	1	-	5	3	8	3	-	0	4	4	5	0	-	0	0
	Motor Vehicles	0	1	-	5	3	8	3	-	0	4	4	9	0	-	0	0
	Equipment	0	1	-	5	3	8	3	-	0	4	5	3	0	-	0	0
	Motor Vehicles	0	1	-	5	3	8	4	-	0	4	5	7	0	-	0	0
												Total	50,000				

Transfer needed to cover expenditures for repairs done to vehicles, tractors and equipment used by the Parks and ROW staff.

CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL      YES       No

ROUTE AS NUMBERED

REQUESTED BY: [Signature]      DATE: 6/28/16      APPROVED BY: [Signature]      7/1/16  
 1. Department Head      3. City Manager

REVIEWED BY: [Signature]      DATE ENTERED: 7/01/2016  
 2. Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

**CITY OF EDINBURG  
TRANSFER OF FUNDS REQUEST FORM  
FUND NAME - UTILITY  
DEPARTMENT - VARIOUS**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER											AMOUNT				
							*										
1	Machines & Equipment	0	2	-	5	7	1	4	-	0	4	5	6	0	-	0	0
2	Printing	0	2	-	5	7	1	5	-	0	4	7	9	0	-	0	0
3	Motor Vehicle Fuel, Oil, Etc	0	2	-	5	7	3	2	-	0	4	3	6	0	-	0	0
4																	
5																	
6																	
7																	
8																	
															TOTAL	\$24,380	

TO:

ACCOUNT TITLE		ACCOUNT NUMBER											AMOUNT				
1	Office Supplies	0	2	-	5	7	1	2	-	0	4	3	0	0	-	0	0
2	Office Equip & Furniture	0	2	-	5	7	1	2	-	0	4	4	0	0	-	0	0
3	Machines & Equipment	0	2	-	5	7	3	3	-	0	4	5	6	0	-	0	0
4																	
5																	
6																	
7																	
8																	
															TOTAL	\$24,380	

**EXPLANATION:** Transfer are being requested due to unforeseen expenses that were needed for the Graphics Tech position and Water Maintenance Technician; and to cover the remainder of fiscal year, in the Administration Office WWTP has had several expenses to repair equipment failures.

\*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL      YES       No

ROUTE AS NUMBERED

REQUESTED BY: [Signature]      DATE: 6/9/16  
1. Department Head

APPROVED BY: [Signature]      6/27/16  
3. City Manager

REVIEWED BY: [Signature]      6/28/16  
2. Director of Finance

DATE ENTERED: \_\_\_/\_\_\_/\_\_\_

(White Copy- Finance Department/Pink Copy- Department's Copy)

# PETITION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Accepting Petition for the Voluntary Annexation of an 1.003 Gross Acre Tract of Land out of Lot 10, Block 1, John Closner ET AL Subdivision, Hidalgo County, Texas, as per the Map or Plat Thereof Recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas; Located at 2707 Nava Street , as Requested by Jose A Tapia. [Jesus R. Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The property owner for the subject tract of land has filed a petition for voluntary annexation. The tract has been divided into two parcels as result of a family partition and are currently occupied with a Single Family Residential Home. Utility services are being provided by North Alamo Water Supply and the properties being provided with sewer services via septic tanks. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste, and other city departments will be provided.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter. The Texas Local Government Code requires a governing body to take action after the 5<sup>th</sup> day but on or before the 30<sup>th</sup> day after a petition is filed for voluntary annexation.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. Based on the preceding provisions, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the August 16, 2016 regular meeting.

**RECOMMENDATION:**

Staff recommends for the City Council to accept the petition for the voluntary annexation of an 1.003 Gross Acre Tract of Land out of Lot 10, Block 1, John Closner ET AL Subdivision, Hidalgo County, Texas, as per the Map or Plat Thereof Recorded in volume 0, Page 4, Map Records of Hidalgo County, Texas; Located at 2707 Nava Street, as Requested by Jose A Tapia.

**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

E.C.I.S.D. # 51

Raul Longoria

Gary Ln



SITE

Nava Rd

10

NW Lopez Dr



2707 East Nava Street  
Voluntary Annexation



**EXHIBIT "A"**  
**PARCEL - I**  
**METES AND BOUNDS DESCRIPTION**

BEING A 1.003 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.003 GROSS ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 10; THENCE, AS FOLLOWS:

WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 515.58 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID 2.05 ACRE TRACT FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 206.52 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 156.83 FEET TO A ½ DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 243.48 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, SOUTH 45 DEGREES 00 MINUTES EAST, A DISTANCE OF 42.43 FEET TO A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST NAVA STREET, A PUBLIC 50.0 FOOT ROAD RIGHT-OF-WAY, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- (5) THENCE, SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 25.0 FEET TO A NAIL SET ON THE INTERSECTION WITH THE SOUTH LINE OF SAID 2.05 ACRE TRACT LOCATED IN THE CENTER OF SAID EAST NAVA STREET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (6) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 2.05 ACRE TRACT AND BEING WITH THE CENTER OF SAID EAST NAVA STREET, A DISTANCE OF 50.0 FEET TO A NAIL SET ON THE SOUTHWEST CORNER OF SAID 2.05 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (7) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 25.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EAST NAVA STREET, AT A DISTANCE OF 505.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID 2.05 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (8) THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 176.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.003 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 25.0 FEET (OR 0.029 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID EAST NAVA STREET, LEAVING 0.974 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WARRANTY DEED.  
N:\M&B.2015\1.003.122415

**DAVID OMAR SALINAS, RPLS NO. 5782**  
**SALINAS ENGINEERING & ASSOC.**  
**2221 DAFFODIL AVE., MCALLEN, TEXAS, 78501**

DATE: JANUARY 14, 2015  
JOB NO. S-16-23481

TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS, 78573 (512) 239-5263

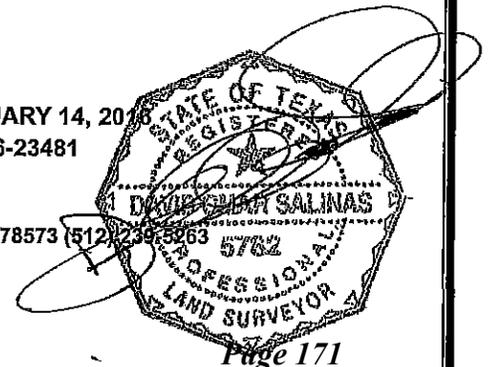
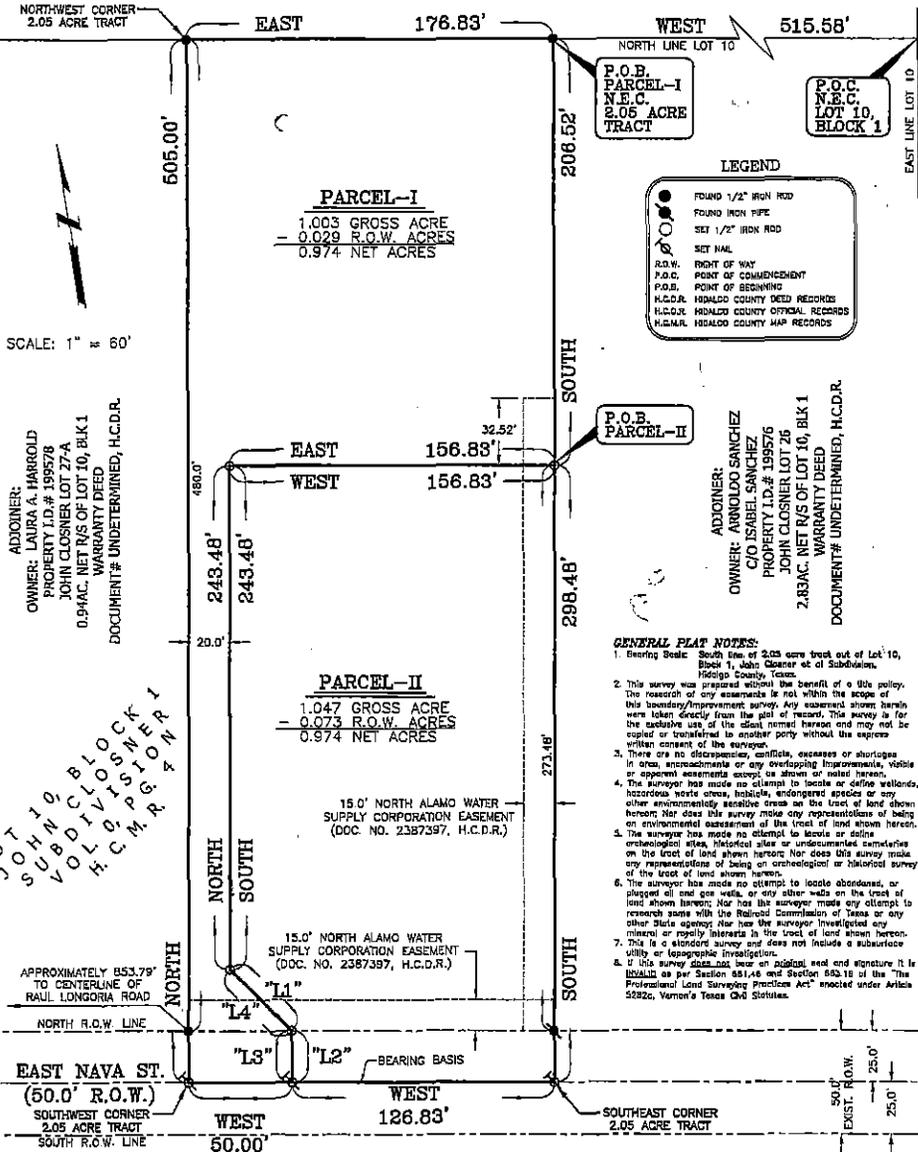


EXHIBIT "B"

ADJOINER:  
OWNER: EDINBURG CISD  
PROPERTY I.D.# 685479  
E.C.I.S.D. #51 LOT 1  
WARRANTY DEED  
DOCUMENT# UNDETERMINED, H.C.D.R.

LINE	BEARING & DISTANCE
L1	S45°00'00"E 42.43'
L2	SOUTH 25.00'
L3	NORTH 25.00'
L4	N45°00'00"W 42.43'

**SALINAS ENGINEERING & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
2221 DAFFODIL AVE. - MCALEEN, TEXAS 78501  
(956) 682-9081 (956) 686-1489 (FAX)  
dsalinas.sea@sbcglobal.net



**PARCEL - I**  
METES AND BOUNDS DESCRIPTION

BEING A 1.003 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.003 GROSS ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 10; THENCE, AS FOLLOWS:

- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 208.52 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 156.83 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 243.48 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH 45 DEGREES 00 MINUTES EAST, A DISTANCE OF 42.43 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST NAVA STREET, A PUBLIC 50.0 FOOT ROAD RIGHT-OF-WAY, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 25.0 FEET TO A NAIL SET ON THE INTERSECTION WITH THE SOUTH LINE OF SAID 2.05 ACRE TRACT LOCATED IN THE CENTER OF SAID EAST NAVA STREET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 2.05 ACRE TRACT AND BEING WITH THE CENTER OF SAID EAST NAVA STREET, A DISTANCE OF 50.0 FEET TO A NAIL SET ON THE SOUTHWEST CORNER OF SAID 2.05 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 25.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EAST NAVA STREET, AT A DISTANCE OF 50.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID 2.05 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 178.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.003 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 25.0 FEET (OR 0.029 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID EAST NAVA STREET, LEAVING 0.974 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WARRANTY DEED, N\A\682015\1.003.122415

**PARCEL - II**  
METES AND BOUNDS DESCRIPTION

BEING A 1.047 GROSS ACRE TRACT OF LAND, MORE OR LESS, CARVED OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.047 GROSS ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 10; THENCE, AS FOLLOWS:

- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 273.48 FEET PASS AN IRON PIPE FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST NAVA STREET, A 50.0 FOOT PUBLIC ROAD RIGHT-OF-WAY, AT A DISTANCE OF 251.48 FEET IN ALL TO A NAIL SET ON THE SOUTHWEST CORNER OF SAID 2.05 ACRE TRACT LOCATED IN THE CENTER OF SAID EAST NAVA STREET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 128.83 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 25.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EAST NAVA STREET FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH 45 DEGREES 00 MINUTES WEST, A DISTANCE OF 42.43 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 243.48 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, EAST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 2.05 ACRE TRACT, A DISTANCE OF 156.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.047 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 25.0 FEET (OR 0.073 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID EAST NAVA STREET, LEAVING 0.974 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WARRANTY DEED, N\A\682015\1.047.122415

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at 2705 EAST NAVA ST. in HIDALGO COUNTY, Texas, described as follows: PARCEL I, BEING A 1.003 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND, AND, PARCEL II, BEING A 1.047 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND OUT OF (SEE METES AND BOUNDS DESCRIPTION) Lot 10, Block 1, of JOHN CLOSNER ET AL SUBDIVISION HIDALGO CO. Texas, according to the plat recorded in Volume 0, Page 4, of the MAP Records of Hidalgo County, Texas. I further certify that this property lies in Zone "B" as per FIRM (Flood Insurance Rate Map) dated NOV. 16, 1982 Community Panel No. 480334 0425 C

A.E.  
DRN. BY  
JANUARY 27, 2016  
DATE

S-16-23481  
JOB NO.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

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

**AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 1.003 GROSS ACRE TRACT OF LAND, MORE OR LESS , CARVED OUT OF THAT CERTAIN 2.05 GROSS ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY , TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS (EXHIBITS “A” AND “B”), AS PETITIONED BY JOSE A TAPIA, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY’S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, on July 19, 2016, the City Council accepted a petition from Jose A. Tapia, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits “A” and “B” proposed to be annexed by the City of Edinburg; and,

**WHEREAS**, upon introduction of such an ordinance by the City Council, it shall be published in a newspaper and shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the publication thereof.

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

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

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

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

**SECTION II:** The land described in Exhibits “A” and “B”, attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall

be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

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

**SECTION IV:** Upon annexation the herein described property shall be temporarily zoned Agricultural (AG) District, until permanently zoned by the City Council of the City of Edinburg.

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

**SECTION VI:** Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 1.003 acre tract of land, located east of Raul Longoria Road, along Nava Street, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19<sup>th</sup> Day of July, 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

Attachment: Exhibits "A" and "B"

JRS/rlg-annexations\ordinances\voluntary annex Jose A Tapia 2015

# ELECTION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Order of Election for a Municipal Charter Amendment Special Election to be held November 08, 2016. [Myra L. Ayala Garza, City Secretary]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On April 05, 2016, City Council approved authorizing city staff to proceed as directed regarding the proposed Order of Election for a Municipal Charter Amendment Special Election to be held on November 08, 2016 for the purpose of amending the City of Edinburg Charter.

The Texas Election Code, Chapter 3. Ordering Election, Section 3.004: Election of Political Subdivision is used as a reference for issuing the Order to Call the Election for the City of Edinburg, Texas.

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:**

Approve Order of Election for a Municipal Charter Amendment Special Election to be held November 08, 2016.

**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

**ORDER OF SPECIAL ELECTION FOR THE CITY OF EDINBURG  
(ORDEN DE ELECCIÓN ESPECIAL PARA LA CIUDAD DE EDINBURG)**

**AN ELECTION IS HEREBY ORDERED TO BE HELD ON NOVEMBER 08, 2016 FOR THE PURPOSE OF:**

**AMENDMENT TO THE CITY CHARTER OF THE CITY OF EDINBURG, TEXAS**

***(POR LO PRESENTE SE ORDENA QUE SE LLEVARA ACABO UNA ELECCIÓN EL DIA 08 DE NOVIEMBRE, 2016 CON EL PROPOSITO DE:***

***ENMIENDA A LOS ESTATUTOS DE LA CIUDAD DE EDINBURG, TEXAS)***

**AMENDMENT NO. 1:**

**ARTICLE II. GOVERNING BODY, SECTION 2. ELECTION AND TENURE OF MAYOR AND COUNCIL MEMBERS., shall be amended to read as follows:**

Elections for Mayor and Council Members will be held in accordance with Section 1 of Article IV of this Charter.

***ENMIENDA NUM. 1:***

***ARTÍCULO II. CONSEJO DE ADMINISTRACIÓN, SECCIÓN 2. ELECCIÓN Y LA TENENCIA DEL ALCALDE Y DE LOS MIEMBROS DEL CONSEJO, se modificarán para que lea como sigue: Las elecciones para Alcalde y los concejales se llevarán a cabo de conformidad con la sección 1 del artículo IV de la presente Carta.***

**AMENDMENT NO. 2:**

**ARTICLE IV. NOMINATIONS AND ELECTIONS, SECTION 1. MUNICIPAL ELECTIONS., shall be amended to read as follows:** Except as otherwise provided for under the current laws of the State of Texas, municipal elections for the City's elected officials under this Charter shall be held in November of even numbered years. The amendment of this section shall be effective immediately following its passage. Upon such passage, the current elected official's term shall be extended to reflect that their election be held on even number years.

***ENMIENDA NUM. 2:***

***ARTÍCULO IV. PROPUESTAS Y ELECCIONES, SECCIÓN 1. ELECCIONES MUNICIPALES, se modificarán para que lea como sigue: Salvo que se indique de otra forma en las leyes vigentes en el Estado de Texas, las elecciones municipales para los funcionarios electos de la ciudad bajo la presente Carta se celebrarán en noviembre de numeración año. La modificación de este artículo será efectiva inmediatamente después de su aprobación. Tras dicho paso, el término actual del funcionario electo se ampliará para reflejar que su elección se realizará en años pares.***

**AMENDMENT NO. 3:**

**ARTICLE XIII. RECALL, SECTION 2. RECALL ELECTION ORDERED shall be amended to read as follows:** If a recall petition, or amended petition as defined in Article XVI, Section 3, shall be certified by the City Secretary to be sufficient he/she shall at once submit it to the City Council with his/her certificate to that effect and notify the officer whose removal is

sought by such action. If the officer whose removal is sought does not resign within five (5) days after such notice, the City Council shall thereupon order an election on the first authorized uniform election date prescribed by the Election Code or on the earlier of the date of the next municipal general election or presidential general election. The election date must allow sufficient time to comply with other requirements of law.

**ENMIENDA NUM. 3:**

**ARTÍCULO XIII. RECALL, SECCIÓN ELECTORAL 2. RECALL ORDENADO** *se modificarán para que lea como sigue: Si una petición de revocación, o petición modificada como se define en el Artículo XVI, Sección 3, deberá ser certificada por el Secretario de la Ciudad sea suficiente él / ella a la vez presentará al Ayuntamiento con su / su certificado a tal efecto y notificar al funcionario cuya eliminación es buscado por tal acción. Si el oficial cuya eliminación se busca no renuncia dentro de los cinco (5) días después de dicha notificación, el Ayuntamiento ordenará acto seguido una elección en la primera fecha de elección uniforme autorizada prescrito por el Código de Elecciones o en la anterior de la fecha de la próxima elecciones generales o municipales elecciones generales presidenciales. La fecha de las elecciones debe dar tiempo suficiente para cumplir con otros requisitos de la ley.*

Early voting by personal appearance will be conducted Monday through Friday at: Hidalgo County Elections Annex Building (Warehouse Training Room), located at 317 North Closner “Rear”, Edinburg, Texas, between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 24, 2016 through November 04, 2016, but shall remain open from 7:00 a.m. to 7:00 p.m. on Monday, October 31, 2016 and Friday, November 4, 2016 of the early voting period.

*(La votación adelantada en persona se llevara acabo de lunes a viernes en: Edificio Anexo de Administración de Elecciones del Condado de Hidalgo, Norte Calle Closner No 317 (hacia atrás), entre las 8:00 de la mañana hasta las 5:00 de la tarde empezando el día 24 de octubre del 2016 y terminando el día 04 de noviembre del 2016, pero será abierta de las 7:00 de la mañana hasta las 7:00 de la noche el lunes día 31 de octubre del 2016 y viernes, 04 de noviembre del 2016 en el periodo de la votación adelantada.)*

Applications for ballot by mail shall be mailed to: Yvonne Ramon, Hidalgo County Elections Administrator, P.O. Box 659, Edinburg, Texas, 78540, or 101 South 10<sup>th</sup> Avenue, Edinburg, Texas 78539, for registered voters residing within the Edinburg City limits.

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a: Adminstradora de Votacion del Condado de Hidalgo, Apartado Postal 659, Edinburg, Texas, 78540, o Sur Avenida 10 No. 101, Edinburg, Texas, 78539, para votantes registrados que residen dentro de los limites de la ciudad de Edinburg.)*

Application for ballots by mail must be received no later than the close of business on October 28, 2016.

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el dia 28 de octubre del 2016)*

Issued this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*(Emitada este dia \_\_\_\_\_ de \_\_\_\_\_, 2016.)*

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Signature of Mayor  
*(Firma del Alcalde)*

# CONSENT AGENDA

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**JULY 19, 2016**

Consider Rescheduling the Tuesday, August 02, 2016 Regular City Council Meeting to Wednesday, August 03, 2016. [Myra L. Ayala Garza, City Secretary]

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**STAFF COMMENTS AND RECOMMENDATION:**

The City Charter for the City of Edinburg, Article III, Section 2, specifically requires that the City Council shall meet not less frequently than once each month. In adherence to the City Charter, it was prescribed by ordinance and codified in the Code of Ordinances, Chapter 31, Section 31.01, Rule 1, the regular meetings of the City Council shall be held on the first and third Tuesdays of every month.

In previous years, the City Council has approved rescheduling the first regularly scheduled City Council meeting in August to offer the Council and City Staff the opportunity to attend the Edinburg Crime Stoppers Annual National Night Out public event which is held at the Edinburg Municipal Park.

Due to the Edinburg Crime Stoppers National Night Out event being held on the first Tuesday of August, it is being requested the Council regularly scheduled meeting to be held Tuesday, August 02, 2016 be rescheduled to Wednesday, August 03, 2016.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

**RECOMMENDATION:**

Approve Rescheduling the Tuesday, August 02, 2016 Regular City Council Meeting to Wednesday, August 03, 2016.

**REVIEWED BY:**

**PREPARED BY:**

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

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

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**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