



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
AUGUST 16, 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. PRESENTATION

- A. Presentation Regarding the On Going Projects at the South Texas International Airport at Edinburg by KSA Engineering. [Ponciano N. Longoria, P.E., C.F.M.]

V. PROCLAMATIONS

- A. Presentation of Proclamations Recognizing:
 - 1. September 01, 2016 as Childhood Cancer Awareness Day
 - 2. 50th Anniversary of the Melon Strike in the Rio Grande Valley

3. Kenneth N. Jones, Jr., LRGVDC Executive Director

VI. PUBLIC HEARING

- A. Hold First Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year beginning October 1, 2016 through September 30, 2017 and Schedule Second Public Hearing on Proposed Tax Revenue Increase. [Ascencion Alonzo, Director of Finance]

VII. ORDINANCES

- A. Consider Ordinance 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]
- B. Consider Ordinance Providing for a Temporary Special Use Permit for the '50th Anniversary of the Melon Strike in the Rio Grande Valley', Located at 415 West University Dr., as Requested by Juanita Valdez Cox. [Jesus R. Saenz, Director of Planning and Zoning]

VIII. VARIANCE

- A. Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design, for The Reserves at Canton Subdivision, Being a 46.70-Acre Tract of Land out of Lot 3, Block 1, John Closner Subdivision, Located on the Southeast Corner of Raul Longoria Road (FM 1426) and Canton Road Intersection, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning]

IX. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2016-96, Thermoplastic Pavement Markings to Valley Striping Corp., in the Amount of \$29,283.25 and Authorize the City Manager to Execute Agreement Relating Thereto. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- B. Consider Awarding RFP 2016-019, Consulting Services for Classification and Compensation Plan Restructure, to Arthur Gallagher & Co. in the Amount of \$25,000 and Authorize the City Manager to Enter into an Agreement Relating Thereto. [Christina Flores, Director of Human Resources/Civil Service Director]
- C. Consider Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 to HALFF Associates, Inc., and Authorize the City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to

the City's Ordinances and Procurement Policies. (*Motion Required to Remove from Table. This Item was Tabled at the August 03, 2016 City Council Meeting.*) [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

- D. Consider Approving the Purchase of Fifteen (15) Portable Radios from Dailey-Wells Communications, In the Amount of \$ 34,256.25. [Shawn M. Snider, Fire Chief]
- E. Consider Authorizing the Expenditure for the Repair of Roll-Off Unit 429, by Rush Truck Center of Pharr, Texas, in the Amount of \$18,897.33. [Ramiro L. Gomez, Director Solid Waste Management]
- F. Consider Approving the Replacement of the CL31 Ceilometer Instrument on the VAISALA® Automated Weather Observing System (AWOS) in the Amount of \$22,500 at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

X. CONTRACTUALS

- A. Consider Authorizing the City Manager to Renew and Execute an Intergovernmental Cooperative Agreement with the Palm Valley Animal Center for the Operation of a Regional Animal Shelter, for the Period of October 1, 2016 through September 30, 2017. [David White, Chief of Police]
- B. Consider Authorizing the City Manager to Execute the New Department of Homeland Security Supplemental Lease Agreement Amending the Lease for the US Customs User Fee Facility at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- C. Consider Authorizing City Manager to Execute an Inter-local Agreement Between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of Two Tracts of Land Comprising 2.614 Acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas Located at the Southeast Intersection of Trenton Rd. and US HWY 281 (I-69C) in the amount of \$1,707,990 and the Cost for the Appraisal and Survey in the amount of \$5,750 Plus All Closing Cost. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- D. Consider a Building Space Lease Agreement Between the City of Edinburg and IDEA Public Schools for Lease of Certain Building Spaces in the Sports & Wellness Center and Authorize City Manager to Execute Same. [Sonia Marroquin, Assistant City Manager]

XI. RESOLUTION

- A. Consider a Resolution Opposing the Recent Administrative Efforts by the Texas Department of Transportation to no Longer Apply the Economically Disadvantaged County Program to Off-System (Non-TxDOT Roadways) Transportation Projects

Throughout the State and more Specifically Hidalgo County. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

XII. BUDGET

- A.** Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
1. General Fund: FROM Other; Machines & Equipment; and Motor Vehicles TO Tools; Motor Vehicles; Equipment; and Professional Services, in the Amount of \$45,500. [Joe Filoteo, Director of Parks & Recreation]
 2. Utility Fund: FROM Office Equipment & Furniture; Wearing Apparel; Buildings & Structures; Communications; Air Conditioning Units; Other; and Machines & Equipment TO Professional Services; Building; Motor Vehicles; Equipment; and Machines & Equipment, in the Amount of \$26,097. [Arturo Martinez, Director of Utilities]

XIII. 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]

XIV. EXECUTIVE SESSION

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

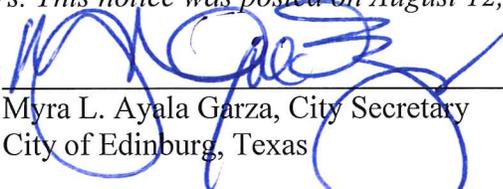
- A.** Discussion and Possible Action Regarding Legal Issues Concerning Docket No. 44206 Petition of Sharyland Water Supply Corporation for Cease and Desist Order Against the City of Edinburg Before the Public Utility Commission of Texas (§551.071. Consultation with Attorney; Closed Meeting.)
- B.** Discussion and Possible Action Regarding Legal Issues Concerning Proposed Agreement Between the Boys' and Girls' Club Edinburg RGV, City of Edinburg and Jolly Law Firm for Review of Construction Deficiencies of the Boys' and Girls' Club Edinburg RGV Building Located at US Hwy 281 and Rogers Road. (§551.071. Consultation with Attorney; Closed Meeting)
- C.** Discussion and Possible Action Regarding Legal Issues Concerning Cause No. C-6852-14-F; City of Edinburg, Texas vs. IOC Company, L.L.C.; in the 332nd Judicial District Court of Hidalgo County, Texas. (§551.071 Consultation With Attorney; Closed Meeting.)

OPEN SESSION

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

XV. 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 August 12, 2016 at 5:35 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.

PRESENTATIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Presentation Regarding the On Going Projects at the South Texas International Airport at Edinburg by KSA Engineering. [Ponciano N. Longoria, P.E., C.F.M.]

STAFF COMMENTS AND RECOMMENDATION:

KSA Engineering will be providing an update on the ongoing Projects at the South Texas International Airport at Edinburg.

RECOMMENDATION:

No Action to be taken.

REVIEWED BY:

PREPARED BY:

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

/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

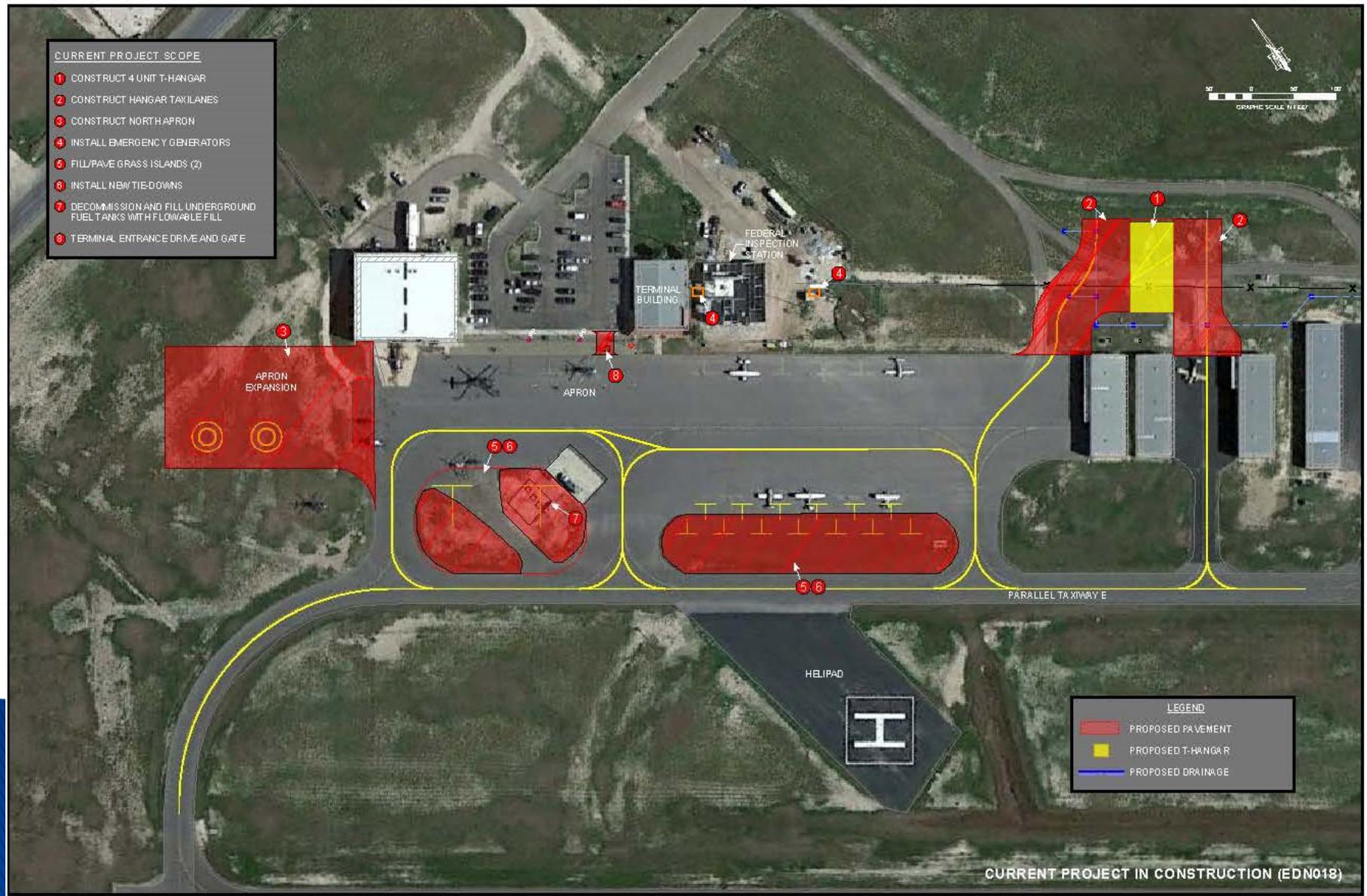
Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



AIRPORT PROJECT UPDATE

2016 AIRPORT IMPROVEMENTS PROJECT



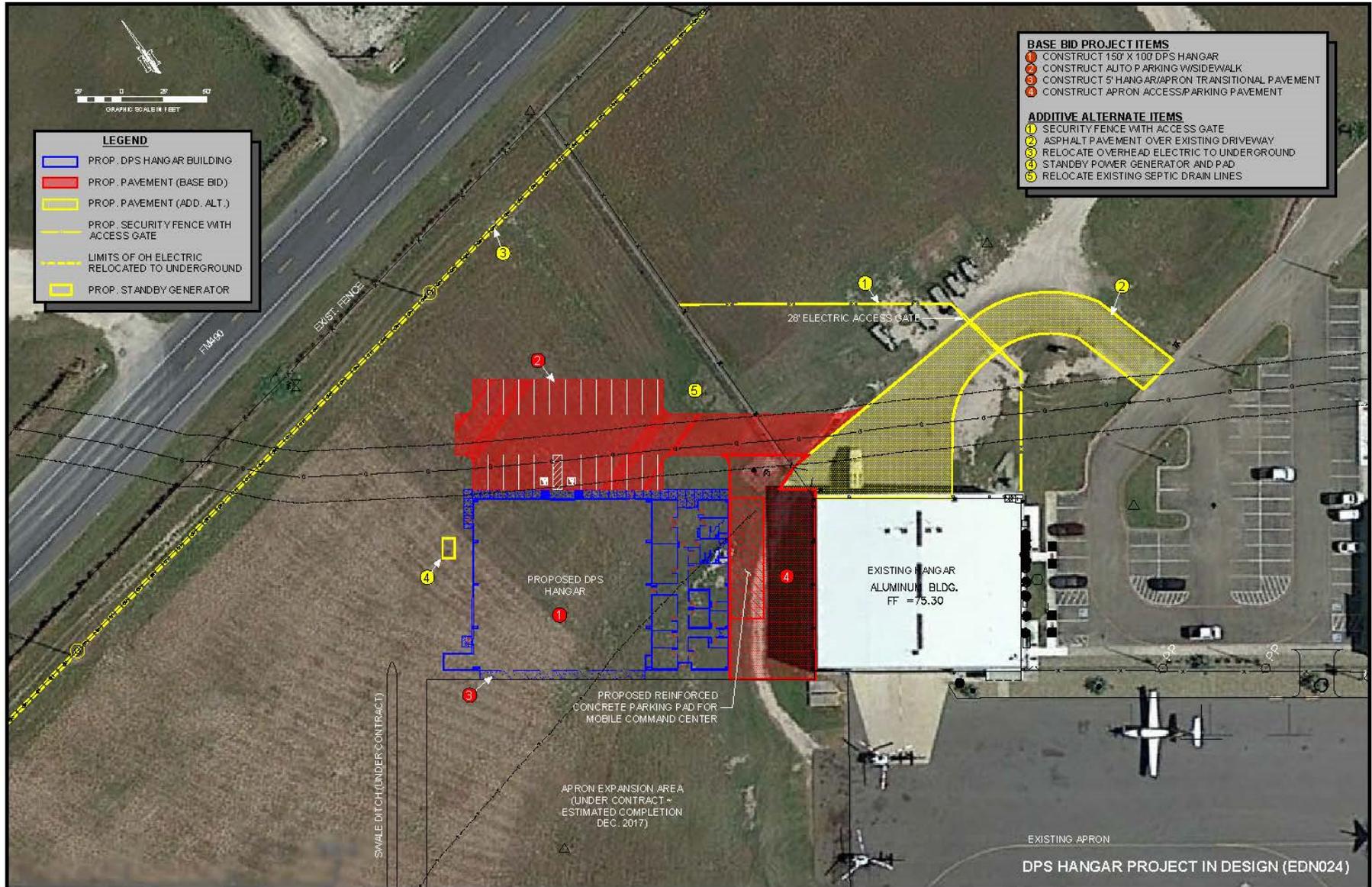
2016 AIRPORT IMPROVEMENTS PROJECT

- ❖ Project is currently in construction
- ❖ Project started June 2016
- ❖ Project completion January 2017

Project Benefits

- Adds approximately 9,200 square yards of apron pavement
- Adds approximately 2,500 square yards of hangar access taxilane pavement
- Adds aircraft tie-down anchors to accommodate 13 aircraft
- Adds 4 T-hangar units
- Improves direct access to apron via apron access drive
- Improves airports emergency readiness due to addition of emergency generators

DEPARTMENT OF PUBLIC SAFETY HANGAR PROJECT



DEPARTMENT OF PUBLIC SAFETY HANGAR PROJECT

- ❖ Project is currently in design
- ❖ Project design started June 2016
- ❖ Estimated project design completion January 2017
- ❖ Estimated start of construction April 2017
- ❖ Estimated construction completion January 2018

Project Benefits

- Allows DPS to expand its operations in the region
- Provides 10,000 square feet of hangar area
- Size of hangar bay will be large enough to accommodate a Gulfstream V
- Provides enough office space for the immediate occupation of 14 individuals, with room for growth

PROCLAMATIONS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Presentation of Proclamations Recognizing:

1. September 01, 2016 as Childhood Cancer Awareness Day
2. 50th Anniversary of the Melon Strike in the Rio Grande Valley
3. Kenneth N. Jones, Jr., LRGVDC Executive Director

STAFF COMMENTS AND RECOMMENDATION:

1. In an effort to bring awareness the Council will present a proclamation recognizing childhood cancer. Childhood cancers occur regularly, randomly and spare no ethnic group they primarily affect children, teens and young adults.
2. La Union del Pueblo Entero (LUPE) will be holding an event recognizing the 50th Anniversary of the 1966 Melon Strike March.
3. The Council would like to recognize Ken Jones, Executive Director of LRGVDC.

RECOMMENDATION:

There will be no action taken.

REVIEWED BY:

PREPARED BY:

Clarice Y. Balderas,
Administrative Assistant

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

/s/Myra L. Ayala Garza
A

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

CHILDHOOD CANCER AWARENESS DAY SEPTEMBER 01, 2016

WHEREAS, Childhood cancers primarily affect children, teens and young adults. The most common types of childhood cancers are Leukemia; Central Nervous System, brain and spinal cord tumors, and Lymphomas; and,

WHEREAS, Childhood cancer is not a single disease but many different types that fall into 12 major categories; and,

WHEREAS, Ewing sarcoma is a bone cancer that affects children and adolescents. Sarcoma cancers are the most common cancers in children and young adults and are often misdiagnosed as athletic or other injuries; and,

WHEREAS, In the U.S., about 46 children and adolescents are diagnosed with cancer every day; One in every 330 Americans will develop cancer by the age of 20; in the United States, among children, from birth to age 19, more than 18,000 cases of cancer are diagnosed each year; One in every 4 elementary schools has a child with cancer. The average high school has 2 students who are current or former cancer patients; childhood cancer is the leading cause of death by disease in children under the age of 15 in the United States; 2,300 children and teenagers will die each year from cancer; On average, a treatment for childhood cancer diagnosis lasts two years; research on the emotional impact of childhood cancer finds that parents and siblings report even greater long term emotional impacts than the diagnosed child; childhood cancer survival rates in the United States have increased from less than 20 percent in the 1960's to almost 80 percent today; and,

WHEREAS, South Texas is the home to Vannie E. Cook Children's Cancer and Hematology Clinic and Doctor's Hospital at Renaissance Cancer Center; and,

WHEREAS, The Vannie E. Cook Clinic has been serving the children of South Texas for over 15 years. The total number of patients served by Vannie Cook in 2015 was 1218. Edinburg had 139 patients at the clinic with the second largest percentage of patients of 11.41%. Mission had the largest percentage of 21.26% and 259 patients; and,

WHEREAS, Javier Martinez who was diagnosed with Ewing Sarcoma Cancer is a patient at Vannie E. Cook Children's Cancer and Hematology Clinic and Doctor's Hospital at Renaissance Cancer Center. His cause brought rise to Javier's Journey a crusade to bring awareness to Ewing Sarcoma Cancer; and,

WHEREAS, Bringing awareness to childhood cancer leads to funding and research which will give every child with cancer hope for a cure.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby recognize September 01, 2016 as:

CHILDHOOD CANCER AWARENESS DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 16th day of August, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

MELON STRIKE MARCH 50TH ANNIVERSARY

WHEREAS, In the summer of 1966, hundreds of men, women, and children harvesting cantaloupes in Rio Grande City and Starr County organized with the United Farm Workers and demanded growers raise wages from 40 cents to \$1.25 an hour. When their demands were ignored, farm workers walked out on strike and picketed the fields. On the first day of the strike, the Texas Rangers arrested the leader of the Farm Workers; and,

WHEREAS, The workers did not give up. On July 4, 1966, a core group of 30 strikers began a peaceful 400-mile march through South Texas communities to the state Capitol in Austin, gathering support for their cause along the way. On July 7, Mayor Al Ramirez greeted the marchers passing through the City of Edinburg on their way to a mass at the Shrine of Our Lady of San Juan served by the new Bishop Humberto Medeiros who endorsed their cause to raise wages to \$1.25 an hour. They continued through Weslaco, Edcouch Elsa and continued on their march which took them throughout South Texas towns; and,

WHEREAS, One hot August day, as marchers rested on the side of the road north of New Braunfels, Governor John Connally, Attorney General Waggoner Carr and Speaker of the House Ben Barnes stopped on their dove hunting trip to South Texas to tell them, "No need to continue because we won't be at the Capitol when you arrive and we will not consider a minimum wage bill in a special session." That did not deter the marchers. On Labor Day 1966, the strikers, with 10,000 supporters, marched the last four miles from St. Edwards University to the state Capitol; and,

WHEREAS, The strike continued into 1967. *Los rinches* (the Texas Rangers) and county sheriff's deputies brutally beat and jailed them in order to break the strike; and,

WHEREAS, As a result of the walkouts, a Texas Minimum Wage law finally passed the Legislature in 1970. In a 1974 ruling (*Allee v. Medrano*), the U.S. Supreme Court found the Texas Rangers, Starr County Sheriff's Department and a Starr County justice of the peace conspired to deprive the farm workers of their constitutional rights of free speech and assembly by unlawfully arresting and physically assaulting them. The US Supreme Court in the ruling permanently enjoined the Texas Rangers and its officers from intimidating workers in their organizing efforts; and,

WHEREAS, The Rio Grande Valley melon strike was the beginning of the Chicano movement in Texas; and,

WHEREAS, The United Farm Workers members and supporters erected a building brick-by-brick in San Juan and opened its doors to the community in 1972. The original United Farm Workers union hall in Rio Grande City was in a theater at North Flores and Ringgold streets. Catholic Bishop Humberto Medeiros donated this 10-acre site to the Alliance for Labor Action. On August 31, 1970, the property was transferred to Cesar Chavez's National Farm Workers Service Center, now the Cesar Chavez Foundation; and,

WHEREAS, The building in San Juan and the farm worker movement continue serving farm workers and other low-income residents to this day in Hidalgo County; and,

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby recognize the 50th Anniversary of the

MELON STRIKE MARCH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 16th day of August, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

KENNETH N. JONES, JR

WHEREAS, Kenneth N. Jones was born and raised in Mercedes Texas and is Married to Sharron Jones and together have a son, Neil and granddaughter, Tristan; and,

WHEREAS, Mr. Kenneth Jones graduated with honors from Mercedes High School, Mercedes, Texas in 1969; Graduated Cum Laude from Texas A & I University, Kingsville, Texas and earned a B.A. Degree in 1973; and Received a Master of Arts Degree in Urban and Regional Geography, University of Southern Mississippi, Hattiesburg, Mississippi, emphasis placed on Planning and Resource Management in 1977; and,

WHEREAS, Mr. Jones work history included: Resource Planner with the Southern Mississippi Planning and Development District, Gulfport, Mississippi from 1974-1977; Senior Planner with the Lower Rio Grande Valley Development Council (LRGVDC) from 1977-1981; Director of Planning for the City of McAllen - Directly supervised the Planning, Building Inspection and Health Departments from 1981-1983; Assistant Executive Director with the LRGVDC from 1983-1992; Executive Director of the LRGVDC 1992 to Present; and,

WHEREAS, The City Council would like to recognize Kenneth N. Jones.

NOW, THEREFORE, I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS: By the power vested in me by law, do hereby recognize:

KENNETH N. JONES, JR

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas a Municipal Corporation, to be affixed on this the 16th day of August, 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

PUBLIC HEARING

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Hold First Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year beginning October 1, 2016 through September 30, 2017 and Schedule Second Public Hearing on Proposed Tax Revenue Increase. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

Senate Bill (S.B.) 18, 79th Texas Legislature, Regular Session, requires a taxing unit to hold two public hearings and publish notices if the unit proposes a tax rate that exceeds the effective tax rate or the rollback rate, whichever is lower. Although the 2016-2017 proposed tax rate will remain at \$0.63500 for the twenty-second consecutive year, if adopted, it will increase Property Tax revenues by 2.65% over the effective tax rate. The Property Tax Revenue Increase is attributed mainly to property value increase, new improvements and new annexations.

The proposed tax rate for Fiscal Year beginning October 1, 2016 through September 30, 2017 was voted by Mayor and City Council on August 03, 2016 to remain at \$0.63500. The proposed tax rate is \$0.63500 per \$100 of assessed valuation allocated at \$0.5340 for Maintenance and Operations and \$0.1010 for the Interest and Sinking Fund.

City Manager recommends a City Council Special Meeting for a Second Public Hearing on the Proposed Tax Revenue Increase for the Fiscal Year beginning October 1, 2016 through September 30, 2017 to be held on August 23, 2016 at 12:00 p.m. at the City Hall-Council Chambers, 415 W. University, Edinburg Texas.

RECOMMENDATION:

Hold First Public Hearing on Proposed Tax Revenue Increase for the City of Edinburg for Fiscal Year beginning October 1, 2016 through September 30, 2017 and Schedule Second Public Hearing on Proposed Tax Revenue Increase to be held on August 23, 2016 at 12:00 p.m. at the City Hall-Council Chambers, 415 W. University, Edinburg Texas.

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

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF EDINBURG

A tax rate of \$0.6350 per \$100 valuation has been proposed for adoption by the governing body of CITY OF EDINBURG. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF EDINBURG proposes to use revenue attributable to the tax rate increase for the purpose of keeping up with the continued city's growth while maintaining and providing the same level of services to the City of Edinburg's taxpayers and to pay debt service..

PROPOSED TAX RATE	\$0.6350 per \$100
PRECEDING YEAR'S TAX RATE	\$0.6350 per \$100
EFFECTIVE TAX RATE	\$0.6186 per \$100
ROLLBACK TAX RATE	\$0.6869 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF EDINBURG from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that CITY OF EDINBURG may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, JR PCC
Hidalgo County Tax Assessor-Collector
2804 S US HWY 281
Edinburg, TX 78539
(956) 318-2157
propertytax@hidalgocountytax.org
www.hidalgocountytax.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 16, 2016 at 6:00 PM at City of Edinburg City Hall-Council Chambers, 415 West University Dr. Edinburg, TX 78541.

Second Hearing: August 23, 2016 at 12:00 PM at City of Edinburg City Hall-Council Chambers, 415 West University Dr. Edinburg, TX 78541.

ORDINANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Ordinance 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 are 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 5th day but on or before the 30th 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 Ordinance 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

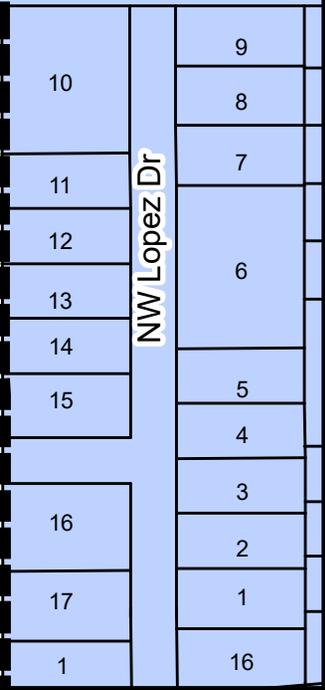
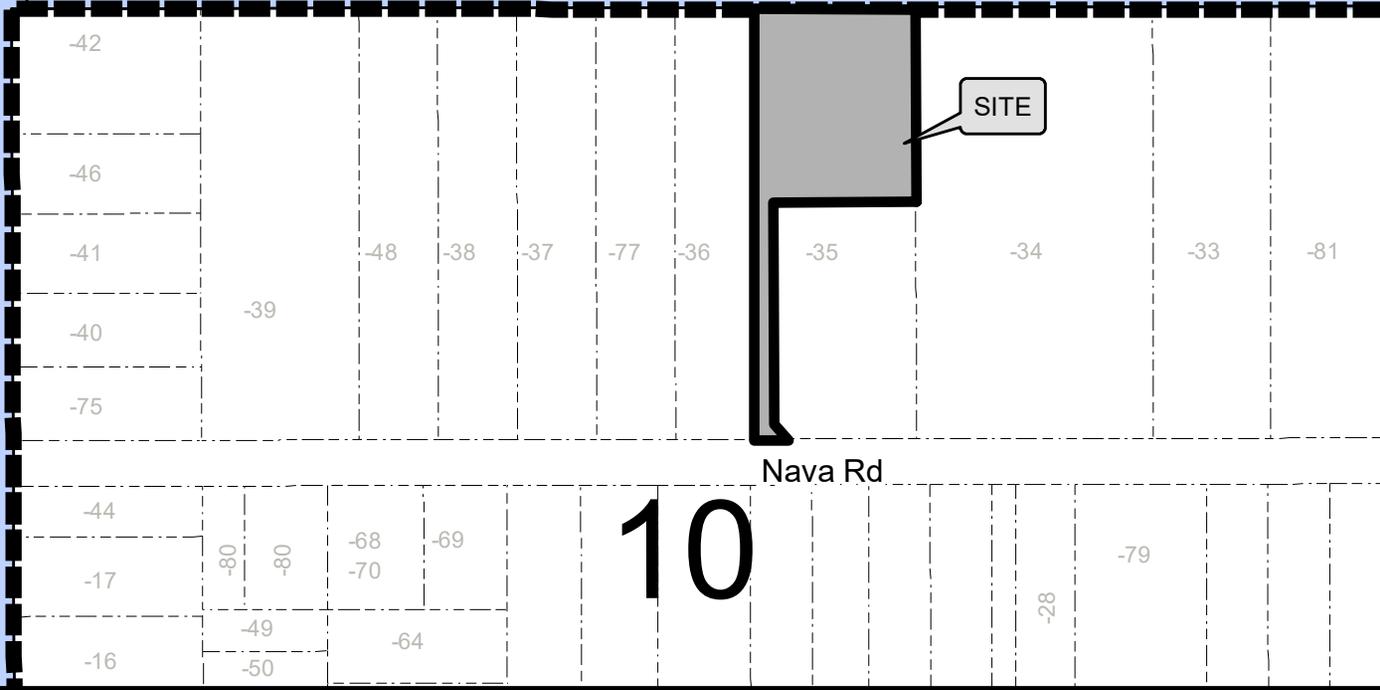
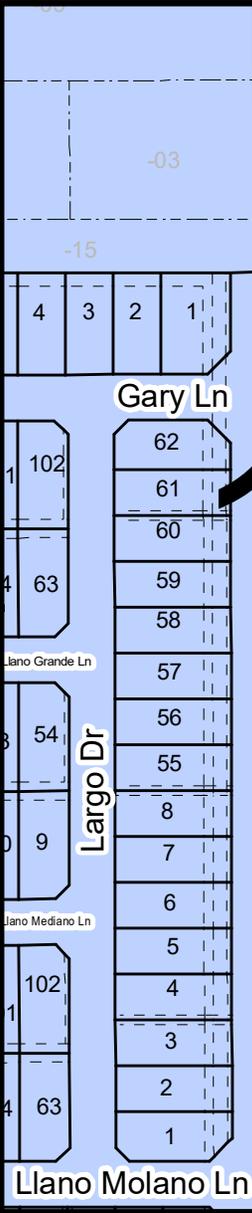
Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

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

Raul Longoria



10



2707 East Nava Street
Voluntary Annexation

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

Raul Longoria

Gary Ln

102
63
Llano Grande Ln
54
Largo Dr
Llano Mediano Ln
102
63
Llano Molano Ln



SITE

Nava Rd

NW Lopez Dr

10



2707 East Nava Street
Voluntary Annexation

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, 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 16th Day of August, 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

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

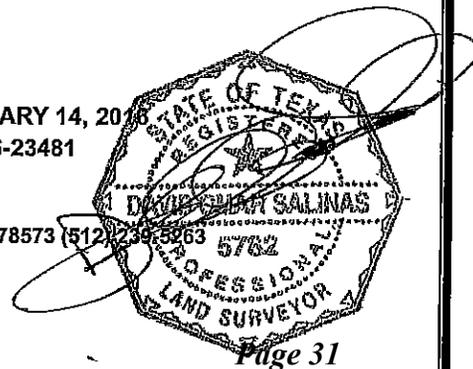
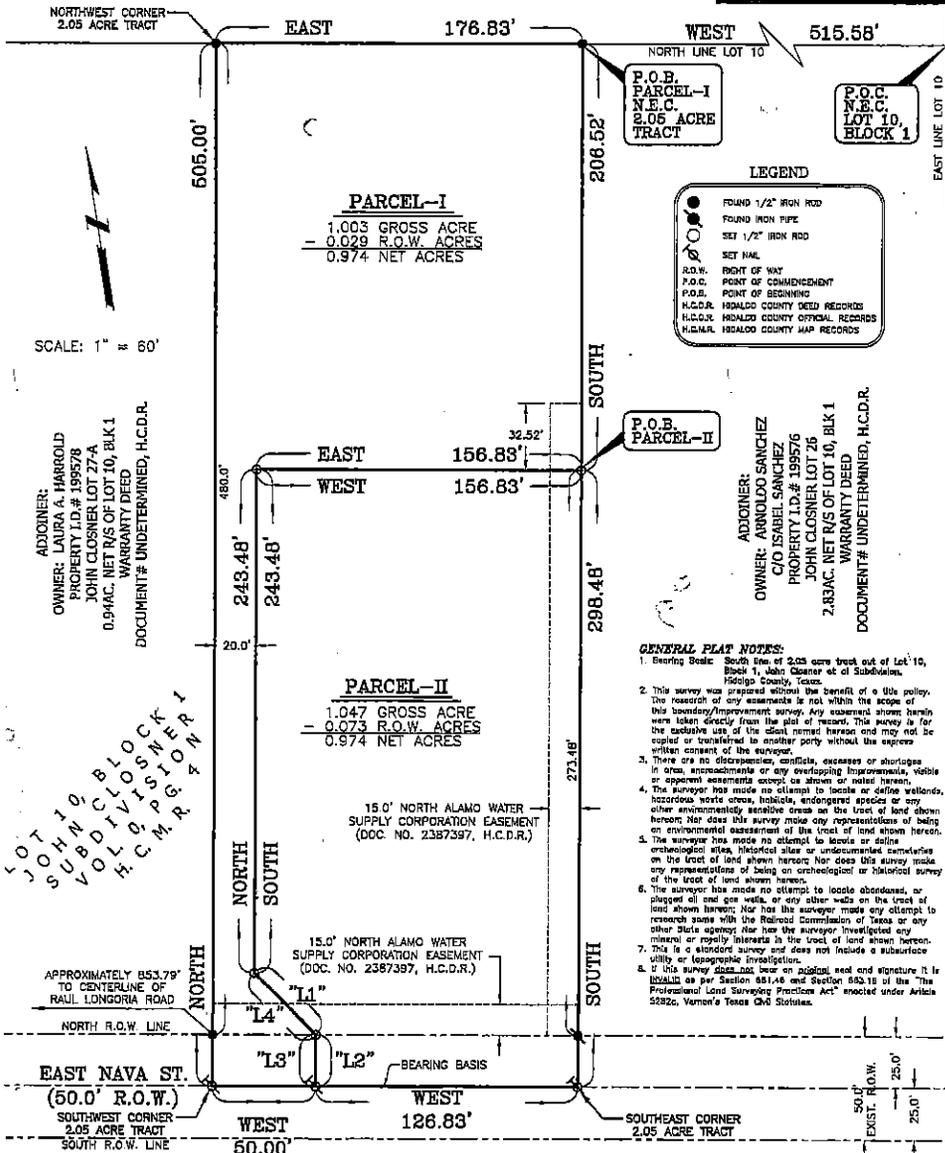


EXHIBIT "B"

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

LINE TABLE		
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. - MCALLEN, 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 PLAN THEREOF RECORDED IN VOLUME 4, 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 30.0 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 55.0 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 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

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 PLAN THEREOF RECORDED IN VOLUME 4, 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:
- WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 515.58 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID 2.05 ACRE TRACT; 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 THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;
 - THENCE, SOUTH, CONTINUING 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 258.48 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 126.83 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:\M&B\2015\1.047.122415

GENERAL PLAT NOTES:

- Bearing Scale: South line of 208.52 feet out of Lot 10, Block 1, John Closer et al Subdivision, Hidalgo County, Texas.
- This survey was prepared solely for the benefit of a title policy. The research of any encumbrances is not within the scope of this boundary/improvement survey. Any encumbrances shown herein were taken directly from the plat of record. This survey is for the exclusive use of the client named herein and may not be copied or transferred to another party without the express written consent of the surveyor.
- There are no discrepancies, conflicts, omissions or shortages in area, encumbrances or any overlapping measurements, visible or apparent encumbrances except as shown or noted herein.
- The surveyor has made no attempt to locate or define wellheads, hazardous waste sites, holes, underground utilities or any other environmentally sensitive areas on the tract of land shown herein. Nor does this survey make any representations of being an environmental assessment of the tract of land shown herein.
- The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented structures on the tract of land shown herein. Nor does this survey make any representations of being an archeological or historical survey of the tract of land shown herein.
- The surveyor has made no attempt to locate abandoned, or plugged oil and gas wells, or any other wells on the tract of land shown herein. Nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency. Nor has the surveyor made any attempt to mineral or royalty interests in the tract of land shown herein.
- This is a standard survey and does not include a subsurface utility or topographic features.
- If this survey does not bear on political, real and structure it is subject to per Section 551.16 and Section 552.10 of the Professional Land Surveying Practice Act enacted under Article 5282c, Vernon's Texas Civil Statutes.

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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Ordinance Providing for a Temporary Special Use Permit for the '50th Anniversary of the Melon Strike in the Rio Grande Valley', Located at 415 West University Dr., as Requested by Juanita Valdez Cox. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting a Temporary Special Use Permit for the “50th Anniversary of the Melon Strike in the Rio Grande Valley”, which will be held on September 09th, 2016, Located at 415 West University Dr. It is noted this is the first year this event is being held in Edinburg.

The event will start at 9:00 am and end at approximately 12:00 noon. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, Solid Waste.

RECOMMENDATION:

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit “50th Anniversary of the Melon Strike in the Rio Grande Valley” to be held on September 09th, 2016 at the Edinburg City Hall Courtyard. Staff recommends approval of the Temporary Special Use Permit. If approved the applicant will need to comply with the all City requirements for this event.

REVIEWED BY:

PREPARED BY:

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

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

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

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
CITY COUNCIL – 08/16/16
DATE PREPARED – 08/11/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit for a “50th Anniversary of the Melon Strike in the Rio Grande Valley”

APPLICANT: Juanita Valdez Cox

AGENT: N/A

LEGAL: Edinburg City Hall Courtyard

LOCATION: 415 West University Dr.

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: City Of Edinburg (City Hall)

PROPOSED USE OF PROPERTY: 50th Anniversary of the Melon Strike in the Rio Grande Valley

**EXISTING LAND USE/
ADJACENT ZONING:** North – Suburban/Downtown (D) District
South – Suburban/Downtown (D) District
East – Suburban/Downtown (D) District
West– Suburban/Downtown (D) District

LAND USE PLAN DESIGNATION: Suburban/Downtown (D) District

ACCESS AND CIRCULATION: This property has access onto University Dr. (State Highway 107)

PUBLIC SERVICES: Public utilities serve the site.

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

TEMPORARY SPECIAL USE PERMIT
50th Anniversary of the Melon Strike in the Rio Grande Valley

EVALUATION AND CONDITIONS FOR APPROVAL

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

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Friday September 09th 9:00 a.m. to 12:00 p.m.

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

2. **Access Control:** The main access for this event will be from City Hall.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant may provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences.
7. **Site Restoration:** City Staff will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement that will be signed between the applicant and the City as per City Ordinance.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

ATTACHMENTS: Aerial Photo
 Hold Harmless Agreement
 Ordinance

United Farm Workers (UFW) and La Union del Pueblo Entero (LUPE)

Name of the event: 50th Anniversary of the 1966 Melon Strike March

Location of the event: UTRG/City Auditorium/City Court Yard

Date: Friday, September 9th

Time: 9am to 12pm

Describe the event:

The year 2016 marks the 50th anniversary of the farm worker march from the Rio Grande Valley to Austin, Texas to call attention to plight of farm workers. Plans are underway to commemorate this historic event with events in the Rio Grande Valley, in cities and towns along the route of the march and in Austin, Texas. UFW support committees are being established in a number of cities. The City of Edinburg formed part of the route, as former County Judge Al Ramirez received the marchers in a hospital bed outside the Historical Hidalgo County Court House.

Tentative Agenda:

- 9am-program starts at URGV-Outside IT2 Building
- 9:30-March departs towards City Auditorium
- 9:45am-Check-in at City Auditorium
- 10am-Program Starts at City Auditorium
- 11am-Program Concludes and people are released to the court yard
- 12pm-Closing

Why is this event necessary?

It is necessary to commemorate 50th years of the start of the Civil Rights Movement in South Texas. The March did not win any contracts, or even state passage of a \$1.25 minimum wage. But it ended forever the myth that Mexican- Americans were "happy, contented, satisfied" with second – class citizenship and a life of poverty. Political upsets that fall showed that Mexican-American would no longer blindly accept a corrupt political machine that opposed their interests. Thousands of workers began organizing and joining Unions throughout the State, and the whole labor movement was the beneficiary of this new spirit. La Marcha was symbolic of and contributed to the ever quickening awakening of the Mexicans- Americans in Texas. It was symbolic of the end of an era. But the hard task of organizing farm workers of building a democratic Union and a new social order of justice lay ahead.

Who is the target market?

UTRGV Students, Hidalgo County Elected Officials, Hidalgo County Municipalities Elected Officials, State Representatives, Congressmen, State Senator, students in nearby school districts and the general public.

Needed Publicity:

LUPE	City of Edinburg	Hidalgo County
Social Media Platforms	Social Media Platforms	Social Media Platforms
Poster in various LUPE offices and concurred local business	Posters on various city offices	Poster on various county offices
¼ sheet flyers in colonias	¼ sheet flyers at various city offices	¼ sheet at various county offices
Earn Media-		

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “50th ANNIVERSARY OF THE MELON STRIKE IN THE RIO GRANDE VALLEY”, TO BE HELD FRIDAY, SEPTEMBER 9, 2016, AT 415 WEST UNIVERSITY DR., AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Juanita Valdez Cox has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the “50th Anniversary of the Melon Strike in the Rio Grande Valley” to be held on Friday, September 9, 2016; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Juanita Valdez Cox for the “50th Anniversary of the Melon Strike in the Rio Grande Valley” to be held at 415 West University Dr. with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Friday, September 9, 2016 from 9:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from City Hall.
3. **Sanitation:** The applicant may provide roll-off containers from the Solid Waste Department for this event.
4. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
5. **Security Services:** Security services are to be provided by off-duty city police officers until time of closing of the operation.
6. **Noise:** Any activities resulting in excessive noise must be situated away from nearby residences.
7. **Site Restoration:** City Staff will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City as per City Ordinance.
10. **Health Permit:** A Temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of August, 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

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 6th day of September, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Juanita Valdez Cox of Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Juanita Valdez Cox, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted August 16, 2016 for “50th Anniversary of the Melon Strike in the Rio Grande Valley” to be held on Friday, September 9, 2016, from 9:00 a.m. – 12:00 p.m. at 415 West University Dr., Edinburg, Hidalgo County, Texas. Juanita Valdez Cox shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on August 16, 2016, for “50th Anniversary of the Melon Strike in the Rio Grande Valley” to be held on Friday, September 9, 2016 from 9:00 a.m. – 12:00 p.m. at 415 West University Dr., Edinburg, Hidalgo County, Texas.

EXECUTED this the 16th day of August, 2016.

CITY OF EDINBURG

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON, P.C.

By: _____

Richard M. Hinojosa, City Manager

By: _____

Indemnitor – Juanita Valdez Cox

City Attorney

By: _____

Juanita Valdez Cox

VARIANCE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 7 - Plat and Site Plan Design, for The Reserves at Canton Subdivision, Being a 46.70-Acre Tract of Land out of Lot 3, Block 1, John Closner Subdivision, Located on the Southeast Corner of Raul Longoria Road (FM 1426) and Canton Road Intersection, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

Quintanilla, Headley and Associates, Inc., the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code (UDC) for a Multi-Family Development on the District and Bulk Standards, Parks and Recreation and Street Standards. The proposed development is located on the east side of Raul Longoria (FM 1426) and Canton Road.

1. **Article - 7 Plat and Site Plan Design - Section 7.504 Parks and Recreation**

Variance Request: Developers requesting a 50% reduction to the Parkland fees for the 82-Single Family lots and 55-Lot Multi-Family lots.

According to the adopted **UDC Section 7.504 Parks and Recreation**, fees in lieu of Dedication. The required parkland fee for development is \$600 per unit (4-units per lot) on the multi-family portion and \$600 per lot for the single family portion. The Developer is required to pay 50% of fees at recording stage and at building permit the Lot Owner is required to pay 50%. There are eighty-two (82) single family lots and fifty-five (55) multi-family lots in this subdivision with parkland fees total is \$181,200. The total fee required for the developer portion at recording stage is \$90,600. The City uses parkland fees to make improvements to city parks and recreational areas within Parkland Area 4.

Parkland Variances are required to be heard by both the Planning and Zoning Commission and the the City's Parks and Recreation Board prior to action being taken by the City Council.

The Planning and Zoning Commission recommended with a vote of 5-0 to approve a fifty (50) percent reduction in the total amount of Parkland Dedication fees for the Multi-Family Residential portion of this subdivision.

The Parks and Recreation Board recommended at their August 10, 2016 regular meeting to Deny the Variance Request with a vote of 8-0.

If the Variance is approved the Developer will pay a total of \$33,000 at the time of recording rather than the \$66,000 as required by Code.

RECOMMENDATION:

Staff Recommends Denial of this Variance Request.

REVIEWED BY:

PREPARED BY:

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

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

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

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

ARTICLE 7 PLAT AND SITE PLAN DESIGN

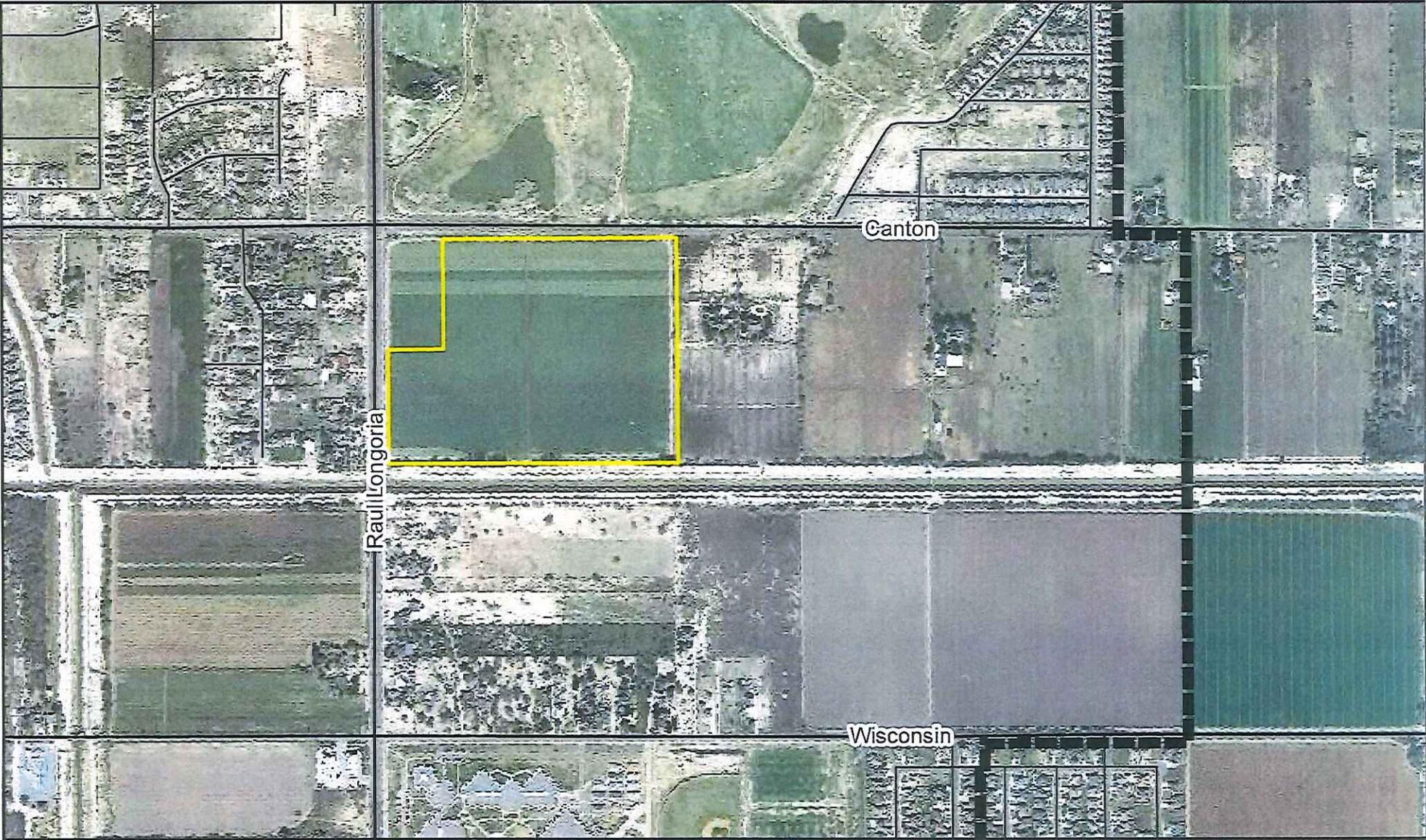
DIVISION 7.500 DEDICATION OF LAND AND IMPROVEMENTS; FEES IN LIEU

K. Fee In Lieu of Dedication.

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

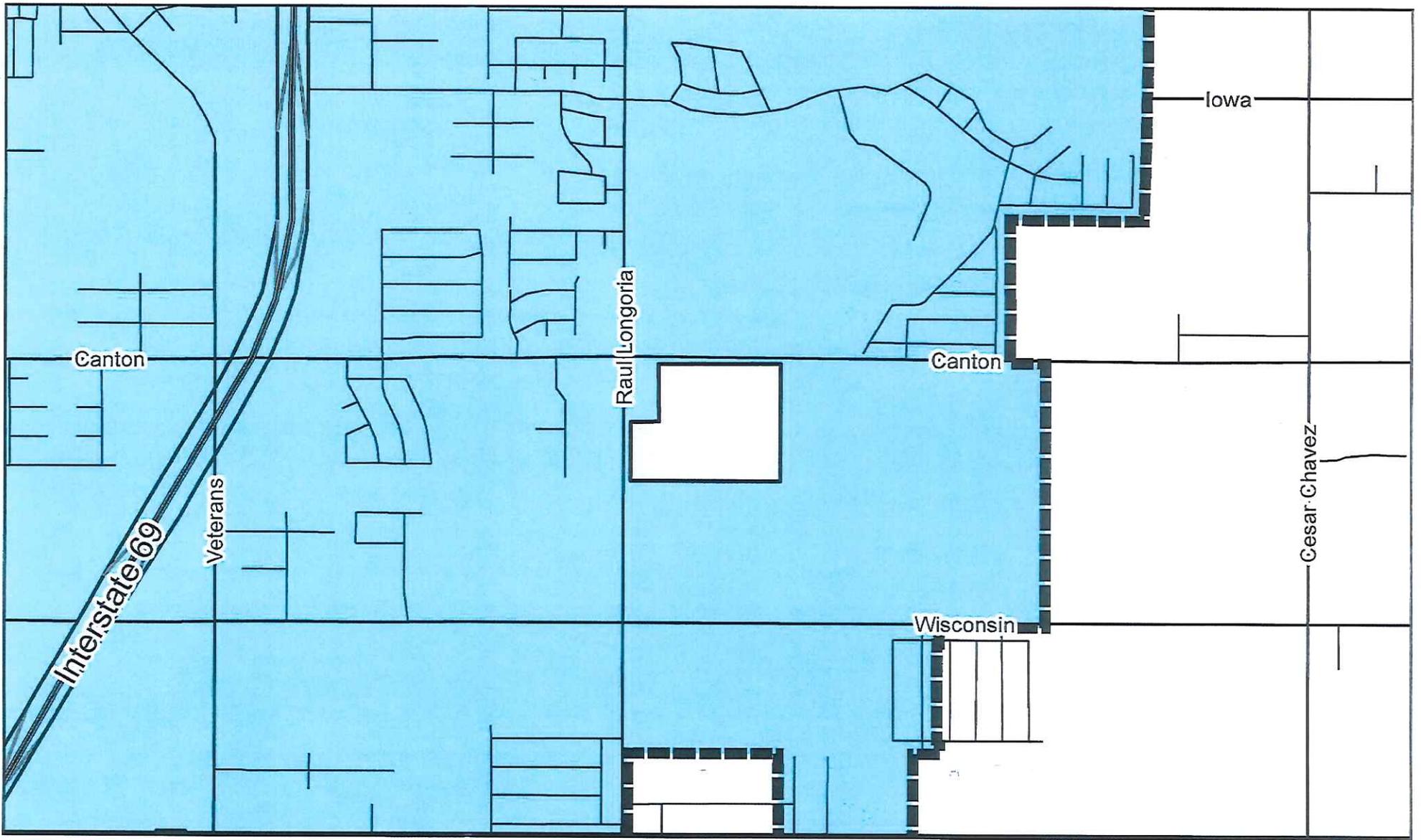
2. **In-Lieu Fee Amount.** Where the payment of a fee-in-lieu of parkland dedication is required or acceptable to the City as provided for in this section, such fee shall be in an amount specified in Table 7.504, *Fee-In-Lieu*.

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

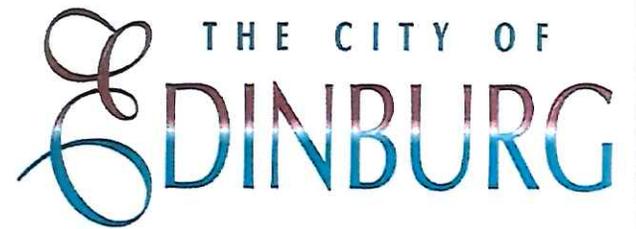


THE RESERVE ON CANTON





THE RESERVE ON CANTON



AWARDING OF BIDS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Awarding Bid No. 2016-96, Thermoplastic Pavement Markings to Valley Striping Corp., in the Amount of \$29,283.25 and Authorize the City Manager to Execute Agreement Relating Thereto. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

The City solicited bids from qualified vendors to furnish various reflectorized pavement markings throughout the City.

On Monday, August 01, 2016, two (2) bids were received and opened for Bid No. 2016-96, Thermoplastic Pavement Markings which consisted of nine (9) items. A review and tabulation of the bids revealed Valley Striping Corp. was the lowest bidder meeting specifications.

Staff has verified that Valley Striping Corp., has no outstanding debts with the City. Valley Striping Corp. has been supplying the City of Edinburg with striping services for the past seven (7) years. Funding is available through the FY 2015-2016 Public Works / Street Division General Fund Operating Budget.

RECOMMENDATION:

Approve Awarding Bid No. 2016-96, Thermoplastic Pavement Markings to Valley Striping Corp., in the Amount of \$29,283.25 and Authorize the City Manager to Execute Agreement Relation Thereto.

REVIEWED BY:

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

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

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

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

BID RECOMMENDATION FORM

Title: Thermoplastic Pavement Markings
 Bid No.: 2016-96
 Date Opened: 08/01/16 @ 3:00 PM

ITEMS	QUANTITY	DESCRIPTION OF GOODS OR SERVICES DEPARTMENT OF PUBLIC WORKS	PAVEMENT MARKINGS INC.		VALLEY STRIPING, CORP.		UNIT PRICE	EXTENDED PRICE
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	10,540 LF	4" Solid Yellow Line	\$0.38	\$4,005.20	\$0.35	\$3,689.00		
2	920 LF	4" Solid White Line	\$0.65	\$598.00	\$0.35	\$322.00		
3	1,940 LF	4"X10' Broken Yellow Line	\$0.65	\$1,261.00	\$0.35	\$679.00		
4	1,875 LF	8" Solid White Line	\$0.90	\$1,687.50	\$0.95	\$1,781.25		
5	3,015 LF	12" Solid White Line	\$2.70	\$8,140.50	\$2.00	\$6,030.00		
6	4,609 LF	24" Solid White Line	\$5.40	\$24,888.60	\$3.00	\$13,827.00		
7	18 EA	Left Arrows	\$90.00	\$1,620.00	\$70.00	\$1,260.00		
8	6 EA	Right Arrows	\$90.00	\$540.00	\$70.00	\$420.00		
9	17 EA	Text Only	\$90.00	\$1,530.00	\$75.00	\$1,275.00		
TOTAL				\$44,270.80		\$29,283.25		
SUBTOTAL.....								
NET TOTAL.....								
TERMS.....								
DELIVERY.....								
			7-10 DAYS					

RECOMMENDATION:

Award: Bid #2016-81 Thermoplastic Pavement Markings to Valley Striping Corp. for the unit prices for the total amount of \$29,283.25

Department: Public Works / Streets
 Budgeted Amount Available: \$50,000.00
 Additional Funds Required: \$0.00
 Prepared By: Tom Reyna

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

"COPY"

THE CITY OF EDINBURG

NOTICE TO BIDDERS

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

Bids will be received until **3:00 p.m. Central Time**, on **Monday, August 01, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-96 THERMOPLASTIC PAVEMENT MARKINGS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Lazaro Ayala, Traffic Manager at (956) 292-2122.

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

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

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

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

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



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 bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the THERMOPLASTIC PAVEMENT MARKINGS for the City of Edinburg.

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

SUBMITTAL OF BID

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

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

If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541

If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

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

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

ALTERATIONS/AMENDMENTS TO BID

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

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID BID TIME FRAME

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

RIGHT TO REJECT/AWARD

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

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the THERMOPLASTIC PAVEMENT MARKINGS as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

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.

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

INSTRUCTIONS TO BIDDERS (Continued):

(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.

INSTRUCTIONS TO BIDDERS (Continued):

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

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

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

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

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

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

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **THERMOPLASTIC PAVEMENT MARKINGS**.

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

The City of Edinburg, Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil. Thickness finished with glass beads to meet TXDOT Specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil thickness finished with glass beads to meet TXDOT specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

Depot Rd – Just north of West SH 107

4" Solid Yellow Line = 1,000 Feet
8" Solid White Line for SBLT Lane = 100 Feet
24" Solid White Line for Crosswalk/Stop Bar = 200 Feet
Left Arrow = 2
ONLY (Text) = 1

SH 107 & Mon Mack Rd – (North side of SH 107 only)

4" Solid Yellow Line = 400 Feet
8" Solid White Line = 100 Feet
24" Solid White Line (Crosswalks / Stop Bars) = 818 Feet
Left Arrow (SBLT) = 1
ONLY (Text-SBLT) = 1

SH 107 & Pin Oak Rd – (South side of SH 107)

4" Solid Yellow Line = 600 Feet
8" Solid White Line = 150 Feet
12" Solid White Line (Crosswalk) = 96 Feet
24" Solid White Line (Stop Bar) = 24 Feet
Left Arrows = 2
ONLY (Text) = 1

SH 107 & 10th Ave – (Only The North & South Side of SH 107)

8" Solid White Line for NBLT Lane = 100 Feet

12" Solid White Line for Crosswalks = 310 Feet
24" Solid White Line for Stop Bars = 100 Feet
Left Arrow = 1
ONLY (Text) = 1

SH 107 & 12th Ave (South side of SH 107)

8" Solid White Line = 75 Feet
12" Solid White Line (Crosswalk) = 150 Feet
24" Solid White Line (Stop Bar) = 30 Feet
Left Arrow = 1
ONLY (Text) = 1

10th Ave & Cano

8" Solid White Line (EB & WB) = 150 Feet
12" Solid White Lines (All Crosswalks) = 433 Feet
24" Solid White Line (All Stop Bars) = 132 Feet
Left Arrow (EB) = 1
Right Arrow (WB) = 1
ONLY (Text - EB-WB) = 2

10th Ave & McIntyre

12" Solid White Lines (All Crosswalks) = 420 Feet
24" Solid White Lines (All Stop Bars) = 100 Feet

McIntyre & Closner Blvd

8" Solid White Line (EBLT) = 100 Feet
24" Solid White Line (EB-WB-NB Crosswalks/Stop Bars) = 800 Feet
Left Arrow (EBLT) = 1
ONLY (Text) = 1

Closner Blvd & Cano

8" Solid White Line (EBLT/WBLT) = 100 Feet
24" Solid White Line (EB-WB-SB) = 590 Feet
Left Arrows (1-EB, 1-WB) = 2
ONLY (Text 1-EB, 1-WB) = 2

12th Ave & Cano

8" Solid White Line (SBRT) = 100 Feet
12" Solid White Line (SB-EB Crosswalks) = 390 Feet
24" Solid White Line (SB-EB Stop Bars) = 75 Feet
Right Arrows (SBRT) = 2
ONLY (Text) = 1

12th Ave & McIntyre

8" Solid White Line (NBLT) = 100 Feet
12" Solid White Line (NB-EB Crosswalks) = 330 Feet
24" Solid White Line (NB_EB Stop Bars) = 80 Feet
Left Arrows (NB) = 2
Right Arrows (EB) = 2
ONLY (Text 1-NB, 1-EB) = 2

Raul Longoria & Trenton Rd

24" Solid White Line (End of School Zone) = 90 Feet

Raul Longoria & Wisconsin Rd

24" Solid White Line (End of School Zone) = 90 Feet

Closner Blvd & Monte Cristo

8" Solid White Line (EBLT-WBLT) = 400 Feet
12" Solid White Line (All Crosswalks) = 800 Feet
24" Solid White Line (All Stop Bars) = 220 Feet
Left Arrows (2-EB, 2-WB) = 4
ONLY (Text 1-EB, 1-WB) = 2

N. Doolittle Rd from Richardson Rd to Mile 17 ½

4" Solid Yellow Line = 6,600 LF
4" Solid White Line = 920 LF
4" x 10' Yellow Broken Lines (1,940 Feet) = 49
8" Solid White Line = 100 Feet
12" Solid White Line (Crosswalk) = 86 Feet
24" Solid White Line (Stop Bar) = 40 Feet
Left Arrow (SBLT) = 1
Right Arrow (SBRT) = 1
ONLY (Text 1-SBLT, 1-SBRT) = 2

Schunior St & N. McColl Rd

24" Solid White Line (All Crosswalk/Stop Bars) = 780 Feet

Closner Blvd & Rogers Rd

24" Solid White Line (NB-SB Crosswalks/Stop Bars) = 440 Feet

Note: The City reserves the right to add, delete or change locations if necessary. Bid will be awarded on unit price. Quantities are good faith estimates and may increase or decrease dependent on availability of funds.

**CITY OF EDINBURG
 BID FORM FOR
 THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for THERMOPLASTIC PAVEMENT MARKINGS according to City of Edinburg requirements, less tax:

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

CHECK ONE

BUYBOARD H-GAC TXMAS DEALER/LOCAL
 TX DIR TFC OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	10,540 L.F.	4" SOLID YELLOW LINE	\$ 0.35	\$ 3,689
2	920 L.F.	4" SOLID WHITE LINE	\$ 0.35	\$ 322
3	1,940 L.F.	4" X 10' BROKEN YELLOW LINE	\$ 0.35	\$ 679
4	1,875 L.F.	8" SOLID WHITE LINE	\$ 0.95	\$ 1781.25
5	3,015 L.F.	12" SOLID WHITE LINE	\$ 2.0	\$ 6030
6	4,609 L.F.	24" SOLID WHITE LINE	\$ 3	\$ 13827
7	18 EACH	LEFT ARROWS	\$ 70	\$ 1260
8	6 EACH	RIGHT ARROWS	\$ 70	\$ 420
9	17 EACH	TEXT ONLY	\$ 75	\$ 1275
10				\$ 29,283.25

BID FORM FOR THERMOPLASTIC PAVEMENT MARKINGS (Continued):

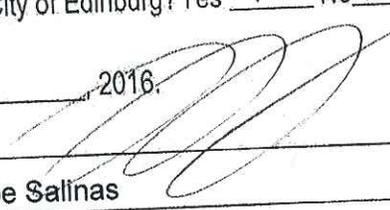
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy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

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes No _____

Respectfully submitted this 29 day of July, 2016.

SIGNATURE:


Guadalupe Salinas

TYPE/PRINT NAME:

President

TITLE:

Valley Striping Corp

COMPANY:

ADDRESS:

1616 E Griffin Pkwy # 143

Mission, TX. 78572

TELEPHONE NO.:

956-432-2444

FAX NO.:

956-825-2722

EMAIL:

valleystriping@yahoo.com

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

Valley Striping Corp.
1616 E. Griffin Parkway
Mission, TX 78572

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

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

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*

Bid No. 2016-96 Thermoplastic Pavement Markings

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2016.

Valley Striping, Corp.

(Principal)
Guadalupe Salinas, President

(Seal)

(Title)

(Witness)

NGM Insurance Company

(Surety)

Andy Alvarez, Atty-in-Fact

(Title)

(Seal)

Attorney-in-Fact

(Witness)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philipot



Tasha Ann Philipot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

21st day of July, 2016.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY OF
EDINBURG AND VALLEY STRIPING
CORP. FOR THERMOPLASTIC
PAVEMENT MARKINGS.**

Contract between the **City of Edinburg** (hereinafter called "City"), and **Valley Striping Corp.** (herein called "Contractor"), entered into an agreement for thermoplastic pavement markings, as required by various road improvement projects scheduled for completion.

RECITALS

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

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide thermoplastic pavement markings striping services needed by the City;

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

**SECTION I
EMPLOYMENT OF CONTRACTOR**

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

**SECTION II
BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to perform the work in connection therewith, under the terms of this Agreement and the Bid Proposal form attached as Exhibit "C". This includes thermoplastic pavement markings, at contractor's own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated as in Exhibit "A" Scope of Work.

**SECTION III
TIME OF PERFORMANCE**

The Contractor shall perform services and provide materials as identified in scope of work in accordance Bid 2016-96 Thermoplastic Pavements Markings, and bid form relating there to and submitted by contractor all which are and attached as Exhibit "C". Work shall be completed upon request of the City and during the course of the City's fiscal year 2015-2016, with the contract terminating on September 30, 2016. Contractor and City shall not be liable for any delay due to circumstance beyond its 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 and Bid Proposal Form for Bid #2016-96 stated in Exhibit "C" based on a **unit prices** for the total amount to \$29,283.25.
- B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in the form as required by the City. Application for Payment will be processed by the Department of Public Works.
- 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 the changes in accordance with City Code of Ordinance and applicable section 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 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 the policies and procedures of the City of Edinburg. 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
\$ 100,001.00 to \$ 500,000.00	\$250.00
\$ 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 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
- Bid Proposal 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 VI. The Contract Documents may only be amended by written approved Change Order in accordance with the City's regulations and applicable section of the Texas Local Government Code and Texas Government Code.

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 \$250,000 each person
 \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

\$100,000 each aggregate

-or- \$500,000 combined single limits

E. City's Protective Liability

<u>Bodily Injury</u>	\$250,000 each person \$500,000 each occurrence
<u>Property Damage</u>	\$100,000 each occurrence \$100,000 each aggregate

-or- \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor 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 IX
NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set 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 Lessor, 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
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 M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

VALLEY STRIPING CORP.

BY: _____
Mr. Lupe Salinas
President
1616 E. Griffin Parkway, #143
Mission, Texas 78573-0949
Phone: (956) 432-2444
Email: valleystriping@yahoo.com

ATTACHMENTS: Exhibit A: Scope of Work
Exhibit B: Certificates of Insurance
Exhibit C: Bid Packet #2016-96

“EXHIBIT A” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR THERMOPLASTIC PAVEMENT MARKINGS.

SCOPE OF WORK

The City of Edinburg Public Works Department is requesting to apply thermoplastic paint within the city limits. All markings must be a least .90 mil thickness and finished with glass beads, 50 lbs per 100 sq.ft of paint and/or comply with TXDOT specs for thermoplastic markings. The following is a list of streets and intersections with quantities.

ITEMS	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE
1	10,540 LF	4" Solid Yellow Line	\$0.35	\$3,689.00
2	920 LF	4" Solid White Line	\$0.35	\$322.00
3	1,940 LF	4"X10' Broken Yellow Line	\$0.35	\$679.00
4	1,875 LF	8" Solid White Line	\$0.95	\$1,781.25
5	3,015 LF	12" Solid White Line	\$2.00	\$6,030.00
6	4,609 LF	24" Solid White Line	\$3.00	\$13,827.00
7	18 EA	Left Arrows	\$70.00	\$1,260.00
8	6 EA	Right Arrows	\$70.00	\$420.00
9	17 EA	Text Only	\$75.00	\$1,275.00
		TOTAL		\$29,283.25

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

“EXHIBIT B” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR THERMOPLASTIC PAVEMENT MARKINGS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY -
AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended** to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for the additional insured; or
 2. In connection with premises owned by or rented to you.
- But only for:
1. The limits of insurance specified in such written contract or agreement, but in no event for limits of insurance in excess of the applicable limits of insurance of this policy; and
 2. "Occurrences" or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured for the person or organization to which this endorsement applies:**
1. Commences during the policy period and after such written contract or agreement has been executed; and
 2. Ends when:
 - a. Your ongoing operations for that additional insured are completed;
 - b. The contractor's contract or agreement is terminated;
 - c. The lease of premises expires; or
 - d. Your policy cancels or expires;whichever occurs first.
- C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**
If required in a written contract, your policy is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.
- D. With respect to the insurance afforded to the additional insured, the following exclusions apply:**
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work on this project, including materials, parts, or equipment furnished in connection with such work (other than service, maintenance, or repairs), to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - AUTOMATIC STATUS WHEN
REQUIRED IN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is **added to 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you and that person or organization have agreed to such waiver in writing in a contract or agreement.

All other terms and conditions of this policy remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001176217 20160125 of the Texas Mutual Insurance Company

Issued to VALLEY STRIPING CORP

Premium \$

NCCI Carrier Code 29939

Endorsement No.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2016

PRODUCER
MILLIE CASTILLO
MILLIE CASTILLO INSURANCE AGENCY
2510 E. GRIFFIN PARKWAY
MISSION, TX 78572

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
VALLEY STRIPING CORP
1616 E GRIFFIN PKWY STE 143
MISSION TX 78572-3180

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	161 2345-A02-53A-001	07/02/2016	01/02/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ ONE MILLION
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Insured status and waiver of subrogation on the Auto Liability for BID No. 2016-96, Project: Thermoplastic Pavement Markings.

CERTIFICATE HOLDER
CITY OF EDINBURG TX
415 W UNIVERSITY DR
EDINBURG, TX. 78540

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 64 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

“EXHIBIT C” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR THERMOPLASTIC PAVEMENT MARKINGS.

"COPY"

THE CITY OF EDINBURG

NOTICE TO BIDDERS

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

Bids will be received until **3:00 p.m. Central Time**, on **Monday, August 01, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-96 THERMOPLASTIC PAVEMENT MARKINGS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Lazaro Ayala, Traffic Manager at (956) 292-2122.

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

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

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

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

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



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 bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the THERMOPLASTIC PAVEMENT MARKINGS for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

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

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

PREPARATION OF BID

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

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

ALTERATIONS/AMENDMENTS TO BID

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

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID BID TIME FRAME

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

RIGHT TO REJECT/AWARD

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

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the THERMOPLASTIC PAVEMENT MARKINGS as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

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.

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

INSTRUCTIONS TO BIDDERS (Continued):

(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.

INSTRUCTIONS TO BIDDERS (Continued):

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

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

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

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

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

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

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned THERMOPLASTIC PAVEMENT MARKINGS.

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

The City of Edinburg, Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil. Thickness finished with glass beads to meet TXDOT Specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil thickness finished with glass beads to meet TXDOT specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

Depot Rd – Just north of West SH 107

4" Solid Yellow Line = 1,000 Feet
8" Solid White Line for SBLT Lane = 100 Feet
24" Solid White Line for Crosswalk/Stop Bar = 200 Feet
Left Arrow = 2
ONLY (Text) = 1

SH 107 & Mon Mack Rd – (North side of SH 107 only)

4" Solid Yellow Line = 400 Feet
8" Solid White Line = 100 Feet
24" Solid White Line (Crosswalks / Stop Bars) = 818 Feet
Left Arrow (SBLT) = 1
ONLY (Text-SBLT) = 1

SH 107 & Pin Oak Rd – (South side of SH 107)

4" Solid Yellow Line = 600 Feet
8" Solid White Line = 150 Feet
12" Solid White Line (Crosswalk) = 96 Feet
24" Solid White Line (Stop Bar) = 24 Feet
Left Arrows = 2
ONLY (Text) = 1

SH 107 & 10th Ave – (Only The North & South Side of SH 107)

8" Solid White Line for NBLT Lane = 100 Feet

12" Solid White Line for Crosswalks = 310 Feet
24" Solid White Line for Stop Bars = 100 Feet
Left Arrow = 1
ONLY (Text) = 1

SH 107 & 12th Ave (South side of SH 107)

8" Solid White Line = 75 Feet
12" Solid White Line (Crosswalk) = 150 Feet
24" Solid White Line (Stop Bar) = 30 Feet
Left Arrow = 1
ONLY (Text) = 1

10th Ave & Cano

8" Solid White Line (EB & WB) = 150 Feet
12" Solid White Lines (All Crosswalks) = 433 Feet
24" Solid White Line (All Stop Bars) = 132 Feet
Left Arrow (EB) = 1
Right Arrow (WB) = 1
ONLY (Text - EB-WB) = 2

10th Ave & McIntyre

12" Solid White Lines (All Crosswalks) = 420 Feet
24" Solid White Lines (All Stop Bars) = 100 Feet

McIntyre & Closner Blvd

8" Solid White Line (EBLT) = 100 Feet
24" Solid White Line (EB-WB-NB Crosswalks/Stop Bars) = 800 Feet
Left Arrow (EBLT) = 1
ONLY (Text) = 1

Closner Blvd & Cano

8" Solid White Line (EBLT/WBLT) = 100 Feet
24" Solid White Line (EB-WB-SB) = 590 Feet
Left Arrows (1-EB, 1-WB) = 2
ONLY (Text 1-EB, 1-WB) = 2

12th Ave & Cano

8" Solid White Line (SBRT) = 100 Feet
12" Solid White Line (SB-EB Crosswalks) = 390 Feet
24" Solid White Line (SB-EB Stop Bars) = 75 Feet
Right Arrows (SBRT) = 2
ONLY (Text) = 1

12th Ave & McIntyre

8" Solid White Line (NBLT) = 100 Feet
12" Solid White Line (NB-EB Crosswalks) = 330 Feet
24" Solid White Line (NB_EB Stop Bars) = 80 Feet
Left Arrows (NB) = 2
Right Arrows (EB) = 2
ONLY (Text 1-NB, 1-EB) = 2

Raul Longoria & Trenton Rd

24" Solid White Line (End of School Zone) = 90 Feet

Raul Longoria & Wisconsin Rd

24" Solid White Line (End of School Zone) = 90 Feet

Closner Blvd & Monte Cristo

8" Solid White Line (EBLT-WBLT) = 400 Feet
12" Solid White Line (All Crosswalks) = 800 Feet
24" Solid White Line (All Stop Bars) = 220 Feet
Left Arrows (2-EB, 2-WB) = 4
ONLY (Text 1-EB, 1-WB) = 2

N. Doolittle Rd from Richardson Rd to Mile 17 ½

4" Solid Yellow Line = 6,600 LF
4" Solid White Line = 920 LF
4" x 10' Yellow Broken Lines (1,940 Feet) = 49
8" Solid White Line = 100 Feet
12" Solid White Line (Crosswalk) = 86 Feet
24" Solid White Line (Stop Bar) = 40 Feet
Left Arrow (SBLT) = 1
Right Arrow (SBRT) = 1
ONLY (Text 1-SBLT, 1-SBRT) = 2

Schunior St & N. McColl Rd

24" Solid White Line (All Crosswalk/Stop Bars) = 780 Feet

Closner Blvd & Rogers Rd

24" Solid White Line (NB-SB Crosswalks/Stop Bars) = 440 Feet

Note: The City reserves the right to add, delete or change locations if necessary. Bid will be awarded on unit price. Quantities are good faith estimates and may increase or decrease dependent on availability of funds.

**CITY OF EDINBURG
 BID FORM FOR
 THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for THERMOPLASTIC PAVEMENT MARKINGS according to City of Edinburg requirements, less tax:

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

CHECK ONE

BUYBOARD H-GAC TXMAS DEALER/LOCAL
 TX DIR TFC OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	10,540 L.F.	4" SOLID YELLOW LINE	\$ 0.35	\$ 3,689
2	920 L.F.	4" SOLID WHITE LINE	\$ 0.35	\$ 322
3	1,940 L.F.	4" X 10' BROKEN YELLOW LINE	\$ 0.35	\$ 679
4	1,875 L.F.	8" SOLID WHITE LINE	\$ 0.95	\$ 1781.25
5	3,015 L.F.	12" SOLID WHITE LINE	\$ 2.0	\$ 6030
6	4,609 L.F.	24" SOLID WHITE LINE	\$ 3	\$ 13827
7	18 EACH	LEFT ARROWS	\$ 70	\$ 1260
8	6 EACH	RIGHT ARROWS	\$ 70	\$ 420
9	17 EACH	TEXT ONLY	\$ 75	\$ 1275
10				\$ 29,283.25

BID FORM FOR THERMOPLASTIC PAVEMENT MARKINGS (Continued):

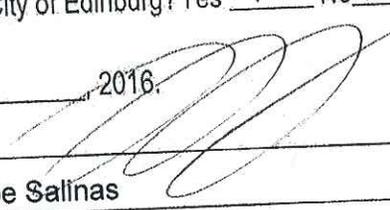
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy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

Does the Company have an office located in Edinburg, Texas? Yes _____ No

Has the Company ever conducted business with the City of Edinburg? Yes No _____

Respectfully submitted this 29 day of July, 2016.

SIGNATURE:



TYPE/PRINT NAME:

Guadalupe Salinas

TITLE:

President

COMPANY:

Valley Striping Corp

ADDRESS:

1616 E Griffin Pkwy # 143

Mission, TX. 78572

TELEPHONE NO.:

956-432-2444

FAX NO.:

956-825-2722

EMAIL:

valleystriping@yahoo.com

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

Valley Striping Corp.
1616 E. Griffin Parkway
Mission, TX 78572

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

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

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*

Bid No. 2016-96 Thermoplastic Pavement Markings

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2016.

Valley Striping, Corp.

(Principal)
Guadalupe Salinas, President

(Seal)

(Title)

(Witness)

NGM Insurance Company

(Surety)

Andy Alvarez, Atty-in-Fact

(Title)

(Seal)

Attorney-in-Fact

(Witness)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philipot



Tasha Ann Philipot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

21st day of July, 2016.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577

tel:(956) 787-8536
fax:(956) 787-7232

August 2, 2016

City of Edinburg
415 W. University
Edinburg, TX 78541

Re: Valley Striping Corp
Striping Contract

To Whom It May Concern:

We are the bonding agent for Valley Striping Corp. In the event you should award a contract for construction on the above referenced project, we will issue performance and payment bonds upon receipt, review and acceptance of contract documents. Issuance of the bonds is subject to the normal underwriting requirements at the time of the bond request.

Sincerely,

Andy Alvarez
Agent



THE CITY OF COPY
EDINBURG
NOTICE TO BIDDERS

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

Bids will be received until **3:00 p.m. Central Time**, on **Monday, August 01, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-96
THERMOPLASTIC PAVEMENT MARKINGS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Lazaro Ayala, Traffic Manager at (956) 292-2122.

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

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

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

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

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



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

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

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the THERMOPLASTIC PAVEMENT MARKINGS for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

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

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

PREPARATION OF BID

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

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

ALTERATIONS/AMENDMENTS TO BID

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

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

VALID BID TIME FRAME

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

RIGHT TO REJECT/AWARD

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

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the THERMOPLASTIC PAVEMENT MARKINGS as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

TIME ALLOWED FOR ACTION TAKEN

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

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.

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

INSTRUCTIONS TO BIDDERS (Continued):

(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.

INSTRUCTIONS TO BIDDERS (Continued):

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

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

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

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

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

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

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned THERMOPLASTIC PAVEMENT MARKINGS.

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

The City of Edinburg, Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil. Thickness finished with glass beads to meet TXDOT Specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits. All markings shall be applied in an extruded method and require a sealer application before striping. The thermoplastic application shall have a .90 mil thickness finished with glass beads to meet TXDOT specifications for thermoplastic markings. The following is a list of streets and intersections with quantities.

Depot Rd – Just north of West SH 107

- 4" Solid Yellow Line = 1,000 Feet
- 8" Solid White Line for SBLT Lane = 100 Feet
- 24" Solid White Line for Crosswalk/Stop Bar = 200 Feet
- Left Arrow = 2
- ONLY (Text) = 1

SH 107 & Mon Mack Rd – (North side of SH 107 only)

- 4" Solid Yellow Line = 400 Feet
- 8" Solid White Line = 100 Feet
- 24" Solid White Line (Crosswalks / Stop Bars) = 818 Feet
- Left Arrow (SBLT) = 1
- ONLY (Text-SBLT) = 1

SH 107 & Pin Oak Rd – (South side of SH 107)

- 4" Solid Yellow Line = 600 Feet
- 8" Solid White Line = 150 Feet
- 12" Solid White Line (Crosswalk) = 96 Feet
- 24" Solid White Line (Stop Bar) = 24 Feet
- Left Arrows = 2
- ONLY (Text) = 1

SH 107 & 10th Ave – (Only The North & South Side of SH 107)

- 8" Solid White Line for NBLT Lane = 100 Feet

12" Solid White Line for Crosswalks = 310 Feet
24" Solid White Line for Stop Bars = 100 Feet
Left Arrow = 1
ONLY (Text) = 1

SH 107 & 12th Ave (South side of SH 107)

8" Solid White Line = 75 Feet
12" Solid White Line (Crosswalk) = 150 Feet
24" Solid White Line (Stop Bar) = 30 Feet
Left Arrow = 1
ONLY (Text) = 1

10th Ave & Cano

8" Solid White Line (EB & WB) = 150 Feet
12" Solid White Lines (All Crosswalks) = 433 Feet
24" Solid White Line (All Stop Bars) = 132 Feet
Left Arrow (EB) = 1
Right Arrow (WB) = 1
ONLY (Text – EB-WB) = 2

10th Ave & McIntyre

12" Solid White Lines (All Crosswalks) = 420 Feet
24" Solid White Lines (All Stop Bars) = 100 Feet

McIntyre & Closner Blvd

8" Solid White Line (EBLT) = 100 Feet
24" Solid White Line (EB-WB-NB Crosswalks/Stop Bars) = 800 Feet
Left Arrow (EBLT) = 1
ONLY (Text) = 1

Closner Blvd & Cano

8" Solid White Line (EBLT/WBLT) = 100 Feet
24" Solid White Line (EB-WB-SB) = 590 Feet
Left Arrows (1-EB, 1-WB) = 2
ONLY (Text 1-EB, 1-WB) = 2

12th Ave & Cano

8" Solid White Line (SBRT) = 100 Feet
12" Solid White Line (SB-EB Crosswalks) = 390 Feet
24" Solid White Line (SB-EB Stop Bars) = 75 Feet
Right Arrows (SBRT) = 2
ONLY (Text) = 1

12th Ave & McIntyre

8" Solid White Line (NBLT) = 100 Feet
12" Solid White Line (NB-EB Crosswalks) = 330 Feet
24" Solid White Line (NB_EB Stop Bars) = 80 Feet
Left Arrows (NB) = 2
Right Arrows (EB) = 2
ONLY (Text 1-NB, 1-EB) = 2

Raul Longoria & Trenton Rd

24" Solid White Line (End of School Zone) = 90 Feet

Raul Longoria & Wisconsin Rd

24" Solid White Line (End of School Zone) = 90 Feet

Closer Blvd & Monte Cristo

8" Solid White Line (EBLT-WBLT) = 400 Feet
12" Solid White Line (All Crosswalks) = 800 Feet
24" Solid White Line (All Stop Bars) = 220 Feet
Left Arrows (2-EB, 2-WB) = 4
ONLY (Text 1-EB, 1-WB) = 2

N. Doolittle Rd from Richardson Rd to Mile 17 ½

4" Solid Yellow Line = 6,600 LF
4" Solid White Line = 920 LF
4" x 10' Yellow Broken Lines (1,940 Feet) = 49
8" Solid White Line = 100 Feet
12" Solid White Line (Crosswalk) = 86 Feet
24" Solid White Line (Stop Bar) = 40 Feet
Left Arrow (SBLT) = 1
Right Arrow (SBRT) = 1
ONLY (Text 1-SBLT, 1-SBRT) = 2

Schunior St & N. McColl Rd

24" Solid White Line (All Crosswalk/Stop Bars) = 780 Feet

Closer Blvd & Rogers Rd

24" Solid White Line (NB-SB Crosswalks/Stop Bars) = 440 Feet

Note: The City reserves the right to add, delete or change locations if necessary. Bid will be awarded on unit price. Quantities are good faith estimates and may increase or decrease dependent on availability of funds.

**CITY OF EDINBURG
 BID FORM FOR
 THERMOPLASTIC PAVEMENT MARKINGS**

BID NO. 2016-96

BID OPENING DATE: August 01, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for THERMOPLASTIC PAVEMENT MARKINGS according to City of Edinburg requirements, less tax:

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

CHECK ONE

BUYBOARD
 H-GAC
 TXMAS
 DEALER/LOCAL
 TX DIR
 TFC
 OTHER _____
Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	10,540 L.F.	4" SOLID YELLOW LINE	\$ <u>0.38</u>	\$ <u>4,005.20</u>
2	920 L.F.	4" SOLID WHITE LINE	\$ <u>0.65</u>	\$ <u>598.00</u>
3	1,940 L.F.	4" X 10' BROKEN YELLOW LINE	\$ <u>0.65</u>	\$ <u>1,261.00</u>
4	1,875 L.F.	8" SOLID WHITE LINE	\$ <u>0.90</u>	\$ <u>1,687.50</u>
5	3,015 L.F.	12" SOLID WHITE LINE	\$ <u>2.70</u>	\$ <u>8,140.50</u>
6	4,609 L.F.	24" SOLID WHITE LINE	\$ <u>5.40</u>	\$ <u>24,888.60</u>
7	18 EACH	LEFT ARROWS	\$ <u>90.00</u>	\$ <u>1,620.00</u>
8	6 EACH	RIGHT ARROWS	\$ <u>90.00</u>	\$ <u>540.00</u>
9	17 EACH	TEXT ONLY	\$ <u>90.00</u>	\$ <u>1,530.00</u>
10				\$ <u>44,270.80</u>

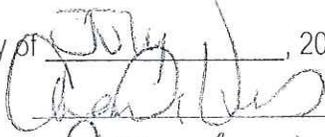
BID FORM FOR THERMOPLASTIC PAVEMENT MARKINGS (Continued):

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

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 20th day of July, 2016.

SIGNATURE: 

TYPE/PRINT NAME: Cassandra Villescas

TITLE: Vice President

COMPANY: Pavement Markings, Inc.

ADDRESS: 7010 N FM 493

Donna, TX 78537

TELEPHONE NO.: 956-464-0009

FAX NO.: 956-464-5677

EMAIL: vill-erg37@aol.com



MAIN BANKING CENTER
(956) 664-8400
1801 S. 2nd Street
McAllen, TX 78503

Notice to Customer
The purchase of an Indemnity Bond will be required
before this check will be replaced or refunded in the
event it is lost, misplaced or stolen.

88-1571/1149

258232

PAY TO THE ORDER OF

Remitter: PAVEMENT MARKINGS, INC.
CITY OF EDINBURG

Date: 07/26/2016

\$2,500.00

Two Thousand Five Hundred and 00/100*****

CASHIER'S CHECK

Bid 2016-96

⑈ 258232⑈ ⑆ 114915272⑆ 99 0001 2⑈

**BIDDER'S LIST
THERMOPLASTIC PAVEMENT MARKINGS**

**Valley Paving Inc.
321 E. 2 Mile Line
Mission, Texas 78574**

**Valley Striping Corp.
1616 E. Griffin Pkwy, #143
Mission, Texas 78572**

**Trantex Transportation Products of
Texas
3310-D Frick Road
Houston, Texas 77086**

**Pavement Markings, Inc.
7010 N. FM 493
Donna, Texas 78537**

**Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78572**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Awarding RFP 2016-019, Consulting Services for Classification and Compensation Plan Restructure, to Arthur Gallagher & Co. in the Amount of \$25,000 and Authorize the City Manager to Enter into an Agreement Relating Thereto. [Christina Flores, Director of Human Resources/Civil Service Director]

STAFF COMMENTS AND RECOMMENDATION:

The City solicited proposals from qualified vendors that could demonstrate experience and qualifications to provide consulting services to restructure the City's current classification and compensation structure. Currently, positions are classified under one of the following plans:

- 1) Non-Exempt,
- 2) Exempt and
- 3) Executive.

Due to expected changes as a result of the recent adoption of the Department of Labor Overtime Exemption regulations, the City is seeking consulting services to explore options for restructuring its Exempt and Non-Exempt plans only. It hopes to migrate Exempt positions that will not qualify for the exemption under the new regulations, into the Non-Exempt plan using a systematic method. The consulting firm will assist in that process as well as check for compensation issues that might arise, such as compression, as a result of the changes. Additionally, they will provide an evaluation tool to evaluate positions in the future and maintain the integrity of the new structure in the coming years.

Proposals were opened on Tuesday, July 5, 2016 and were subsequently evaluated based on qualifications and reputation of firm, the assigned staff and their relevant experience, extent to which the proposal submitted meets the needs of the City, overall understanding of the project and completeness of the proposal and cost. Five proposals were received and one was disqualified due to not meeting specifications.

Staff recommends Arthur Gallagher & Co. and has verified that the firm owes no monies to the City of Edinburg. Funding is available through the FY 2015-2016 Human Resources Department Operating Budget.

RECOMMENDATION:

Approve Awarding RFP 2016-019, Consulting Services for Classification and Compensation Plan Restructure to Arthur Gallagher & Co. in the amount of \$25,000 and Authorize the City Manager to Enter into an Agreement Relating Thereto.

REVIEWED BY:

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

PREPARED BY:

Christina Flores

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

/s/Christina Flores
Christina Flores
Director of Human
Resources

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), entered into as of August 16, 2016 (the "Effective Date"), is between Gallagher Benefit Services, Inc., a Delaware corporation ("Gallagher") and the City of Edinburg, TX (the "Client").

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENGAGEMENT OF SERVICES.** The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. The Project Assignment includes the provisions under RFP NO 2016-019 Classification & Compensation Plan Restructure which is attached hereto. The Project Assignment shall be governed by the terms and conditions of this Agreement.

2. **SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the projects by the applicable completion dates.

4. **COMPENSATION.** Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher's invoice. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

6. **CONFIDENTIAL INFORMATION.** Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1. **Gallagher Representations and Warranties.** Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. **No Other Representations and Warranties.**

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER AND THE CLIENT CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. **LIMITED LIABILITY.** Neither party's liability to the other or any third party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER GALLAGHER NOR THE CLIENT SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

9. **TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated on December 31, 2016 unless otherwise agreed upon by both parties in writing. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

10. **GENERAL PROVISIONS.**

10.1 **Assignment and Subcontractors.** Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from Gallagher, Client will be billed for Gallagher's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns.

10.2 **Force Majeure.** Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

10.3 **No Legal Advice Intended.** The advice given by Gallagher is not intended to be nor shall it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

10.4 **Non-Appropriation.** Notwithstanding anything in this Agreement to the contrary, any and all payments which the Client is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by Client's Director of Finance. If the Client cannot appropriate sufficient funding, then either party has the right to terminate this Agreement by providing ten (10) days' written notice to the other party. Notwithstanding any termination under this section, Gallagher will still be entitled to payment for services rendered and accepted up to the termination date provided in the notice.

10.4 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.5 **Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be

considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

10.6 Alternate Dispute Resolution/Neutral Party, Governing Law and Venue. 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. 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, 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.

10.7 Waiver. No waiver by Gallagher or the Client of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Gallagher or the Client of any right under this Agreement shall be construed as a waiver of any other right. Gallagher and the Client shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.8 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. Except for the terms contained in Section 8 hereof, in the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

City of Edinburg, TX

By: _____
Richard Hinojosa, City Manager

415 W. University Drive
Edinburg, TX 78541

Gallagher Benefit Services, Inc.

By: _____
Bruce Lawson

P.O. Box 32985
Phoenix, AZ 85064-2985

Project Assignment

PROPOSED METHODOLOGY	
<u>Study Phase</u>	<u>Summary Tasks/Deliverables</u>
<p>I. Study Initiation</p> <p>[Meeting to be held via webinar or teleconference.]</p>	<ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Identification of possible barriers to implementing and maintaining change. ▪ Assessment of the strengths and weaknesses of the City's current classification & compensation systems. ▪ Review and confirmation of the City's classification and compensation philosophy and strategies. ▪ Project timetable confirmed. ▪ Develop employee communication strategy. ▪ Review of internal documents, including current pay structures, job descriptions, organizational materials, current staffing levels, and related items.
<p>II. Classification and Compensation Plan Analysis</p>	<ul style="list-style-type: none"> ▪ Review of current organization materials, and current job descriptions, including FLSA designations. ▪ Identification of employees in exempt-eligible classifications that do not meet the new salary threshold; ▪ Develop recommendations for exemption changes, salary adjustments and/or classification and salary plan changes; ▪ Identification of potential pay issues, such as compression, if applicable, and recommendations for addressing and mitigating issues; ▪ Transition options and next steps/costs outlined; ▪ Development of recommendations for classification and compensation plan restructure options that are compliant with FLSA regulations; ▪ Recommendations for remaining compliant with FLSA regulations based on future adjustments to salary threshold.
<p>III. Final Report</p> <p>[Meeting to be held via webinar or teleconference.]</p>	<ul style="list-style-type: none"> ▪ Draft report developed and discussed with the City. ▪ Quality assurance reviews conducted. ▪ City review and feedback. ▪ Final report and presentation. ▪ Training of staff on applicable tools to maintain approved plans.

Section 5 - Time Frame

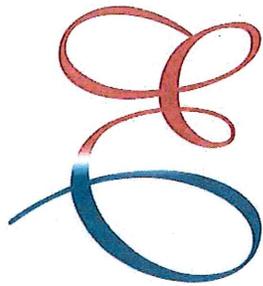
PHASE	DESCRIPTION	MONTH		
		1	2	3
I	Study Initiation			
II	Classification and Compensation Plan Analysis			
III	Final Report			

Section 6 - Estimated Cost of the Project

The estimated professional fees for the Classification and Compensation Plan Analysis are \$25,000 (Twenty Five Thousand Dollars). The following table presents a detailed estimated cost of the project plan. Charges are based upon professional fees for the consultants assigned to the study plus reimbursement for the actual business expenses incurred while working on the project. While this figure represents a projected cost estimate, actual fees should not exceed the projected cost. Client will be billed on a monthly basis, and payment is due within 30 days unless special arrangements are approved.

PHASE	DESCRIPTION	TOTAL
I	Study Initiation (via webinar or teleconference)	\$2,000
II	Classification and Compensation Plan Analysis	\$20,000
III	Final Report – (via webinar or teleconference)*	\$3,000
Total Cost:		\$25,000*

*If on-site meetings are requested, they will be billed at cost and would be in addition to the fees detailed above.



THE CITY OF
EDINBURG

NOTICE TO RESPONDENTS

The City of Edinburg is soliciting sealed RFP's 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.

RFP's will be received until **3:00 p.m. Central Time**, on **Tuesday, July 05, 2016**. Any RFP received after the closing time will not be accepted and will be returned to the sender unopened. It is the responsibility of the Actuary to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP's must bear original signatures and figures. The RFP shall be for:

RFP NO. 2016-019
CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE

If you have any questions or require additional information regarding this RFP, please contact Ms. Christina Flores, Director of Human Services, at (956) 388-1873.

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

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

If Mailing RFP's: 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 RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

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



INSTRUCTIONS TO RESPONDENTS (Continued):

PREPARATION OF RFP'

RFP's **MUST** give full firm name and address 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.

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 RFP RESPONSE

If unable to submit a RFP, firm 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.

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.

INSTRUCTIONS TO RESPONDENTS (Continued):

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.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low RFP 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. Addendums are available online at www.cityofedinburg.com.

PAYMENT

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

INSTRUCTIONS TO RESPONDENTS (Continued):

SYNONYM

Where in this RFP package ITEMS OR SERVICES is used its meaning shall refer to the CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE 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 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/RFP's 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

INSTRUCTIONS TO RESPONDENTS (Continued):

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.

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

Firm'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.

INSTRUCTIONS TO RESPONDENTS (Continued):

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

AWARD

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

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.

**CITY OF EDINBURG
REQUEST FOR RFP'S FOR
CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE**

RFP NO. 2016-019

RFP OPENING DATE: July 05, 2016 at 2:00 p.m.

It is the intent of this Request for RFP's to describe and ultimately make it possible for the City of Edinburg to enter into an agreement for the below mentioned CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE.

**Request for Proposals
Classification & Compensation Plan Restructure**

BACKGROUND

The City of Edinburg, Human Resources Department is looking to restructure its existing classification and compensation plans. Currently, positions are classified under one of the following plans (no steps are included in the plans):

- 1) Non-Exempt,
- 2) Exempt and
- 3) Executive.

Due to anticipated changes as a result of the recent adoption of the Fair Labor Standard Act Overtime Exemption regulations, the City is seeking consulting services to explore options for restructuring its Exempt and Non-Exempt plans. It wishes to develop a new structure, such as a Unified structure, that meets the City's needs and still maintain the internal relationship between positions. It wishes to also obtain a tool or software to maintain the new structure of the plan including but not limited to assigning positions to job classes, evaluating FLSA status and reporting.

The City underwent a full classification and compensation analysis two years ago. Job questionnaires and development of job descriptions are not necessary at this time. Existing information can be made available, as necessary, to the firm awarded this project.

The City has 775 full-time budgeted positions, 96 non-exempt job titles and 65 exempt titles. A final product is preferred by September 16, 2016.

SCOPE OF WORK

A. Please provide a proposal for the services listed below (and related travel and tasks involved). Proposals shall be limited to 15 pages.

1. Discuss City needs regarding restructuring of classification and compensation plan.
2. Review of current plans and positions.
3. Providing recommendation of a new pay plan and structure(s) or modification to existing plan based on the City's needs.
4. Developing a new pay plan and structure or modifying existing plan and migrating positions over using a systematic method.

5. Installation, training and implementation of tool to maintain final plan structure (if applicable). A demonstration of the software may be requested as part of the evaluation process.
- B. Please provide a brief overview of the tasks, methodology and timeframe that will be used to complete this project.
- C. Please include a brief overview of your company and its experience in performing these types of services and include name, address and phone number of contact person for the project.
- D. Please provide a list of three (3) municipal references for which you have performed similar work.

EVALUATION CRITERIA

- 15% - Qualifications and reputation of firm, assigned staff and relevant experience.
- 35% - Extent to which the proposal submitted meets the needs of the City.
- 25% - Overall understanding of the project and completeness of the proposal.
- 25% - Cost

RFP 2016-019: Classification and Compensation Plan Restructure

Evaluation Sheet

Name of Firm: Arthur Gallagher & Co

Score	Evaluation Criteria
15	15% - Qualifications and reputation of firm, assigned staff and relevant experience.
33	35% - Extent to which the proposal submitted meets the needs of the City.
25	25% - Overall understanding of the project and completeness of the proposal.
20	25% - Cost
93	Total Score

RFP 2016-019: Classification and Compensation Plan Restructure
Evaluation Sheet

Name of Firm: **Management Advisory Group**

Score	Evaluation Criteria
15	15% - Qualifications and reputation of firm, assigned staff and relevant experience.
30	35% - Extent to which the proposal submitted meets the needs of the City.
22	25% - Overall understanding of the project and completeness of the proposal.
25	25% - Cost
92	Total Score

RFP 2016-019: Classification and Compensation Plan Restructure
Evaluation Sheet

Name of Firm: Springstead

Score	Evaluation Criteria
15	15% - Qualifications and reputation of firm, assigned staff and relevant experience.
20	35% - Extent to which the proposal submitted meets the needs of the City.
20	25% - Overall understanding of the project and completeness of the proposal.
18	25% - Cost
73	Total Score

RFP 2016-019: Classification and Compensation Plan Restructure

Evaluation Sheet

Name of Firm: Whitney Smith Company

Score	Evaluation Criteria
15	15% - Qualifications and reputation of firm, assigned staff and relevant experience.
20	35% - Extent to which the proposal submitted meets the needs of the City.
21	25% - Overall understanding of the project and completeness of the proposal.
10	25% - Cost
66	Total Score

**CLASSIFICATION AND
COMPENSATION PLAN RESTRUCTURE
PROPOSAL**

RFP #2016-019

City of Edinburg, TX

July 5, 2016; 2:00PM CDT



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™



Arthur J. Gallagher & Co.

July 5, 2016

City of Edinburg, TX
c/o City Secretary
415 West University Drive
Edinburg, TX 78541

**Classification AND Compensation Plan Restructure Proposal
RFP #2016-019**

Ladies and Gentlemen:

In response to your request, Gallagher Benefit Services, Inc.'s consulting group specializing in public sector compensation studies (Fox Lawson), is pleased to submit our proposal to assist the City of Edinburg (City) in conducting a classification and compensation plan restructure study. The scope of the study encompasses approximately 775 full-time budgeted employees in 96 non-exempt and 65 exempt job classifications.

Our proposed approach is designed to provide the City with work products that are tailored to your needs and takes advantage of the knowledge regarding job content that exists within the City. We are fully prepared to complete the project in a manner that is cost effective for the City.

Our commitment to our clients is well established and we encourage you to contact other institutions that we are currently assisting or have recently assisted. We pride ourselves on offering our clients a level of customer service and quality work product that exceeds our competitors.

We appreciate having the opportunity to submit this proposal and look forward to assisting the City in conducting this study. Should you need any additional information or have questions regarding our proposal, please contact me at (602) 840-1070; bruce_lawson@ajg.com. I am an officer of the company and authorized to negotiate the terms and conditions of this proposal and commit the organization.

Sincerely,

Bruce Lawson, MPA, CCP, IPMA-CP
Managing Director

Gallagher Benefit Services, Inc.
P.O. Box 32985
Phoenix, AZ 85064-2985

p 602.840.1070
f 602.840.1071
ajg.com

2



TABLE OF CONTENTS

Cover Letter2

History.....4

Statement of Qualifications.....5

Proposed Project Members.....8

Time Schedule.....11

Proposed Methodology.....12

Work Plan13

Price Proposal.....14

Project Lists and References.....15



HISTORY

Fox Lawson, within Gallagher Benefit Services Inc., has been in business since 1981, beginning as the public sector compensation consulting practice of Ernst & Young. In January 1995, Ernst & Young elected to withdraw from the public sector marketplace and sold its public sector compensation consulting practice to Fox Lawson & Associates LLC. On October 1, 2009, Arthur J. Gallagher & Company purchased Fox Lawson & Associates. We are now part of Gallagher Benefit Services, Inc., operating with the same personnel. Gallagher Benefit Services, Inc. is a wholly owned subsidiary of Arthur J. Gallagher & Company, a publically traded company under the symbol AJG. Gallagher Benefit Services, Inc. was incorporated in 1999 in Delaware. Locations include:

ST. PAUL, MN
1335 County Road D Circle East; St. Paul, MN 55109-5260 (651) 635-0976; jim_fox@ajg.com Managing Director: James Fox, Ph.D., CCP, IPMA-SCP
PHOENIX, AZ
Post Office Box 32985; Phoenix, AZ 85064-2985 (602) 840-1070; bruce_lawson@ajg.com Managing Director: Bruce Lawson, MPA, CCP, IPMA-SCP
SUGAR LAND, TEXAS
245 Commerce Green Boulevard, Sugar Land, TX 77478 (713) 358-5956; robby_white@ajg.com Area President: Robby White

Arthur J. Gallagher, Inc. has numerous offices in Texas including Dallas, Addison, Austin, San Antonio and Houston. Services will be provided from the Gallagher Consulting Fox Lawson practice office in Phoenix.

AJG is a publicly traded corporation on the New York Stock Exchange under the symbol AJG. No single individual owns more than a 10% share of the stock in the corporation. A copy of the firm's Annual Reports, including its audited financial statements can be accessed on line at the following web-link:

<http://investor.ajg.com/phoenix.zhtml?c=104111&p=irol-reportsannual>.

The two managing directors of the Fox Lawson practice, James Fox and Bruce Lawson, have worked together and were responsible for all engagements of Ernst & Young's Public Sector Compensation & Human Resources Consulting Practice for more than thirteen years prior to forming Fox Lawson. We provide the technical expertise and know how commonly associated with larger firms and the innovative customer service and flexibility typically experienced with smaller firms.



STATEMENT OF QUALIFICATIONS

Fox Lawson is guided by the following principles:

- To build a practice that clients seek when they want to align their compensation, benefits, and human resources systems to their business strategy.
- To provide a level of customer satisfaction and technical competence that exceeds our competitors.
- To exercise the professional principles of integrity, quality, communication, and work ethic.

Fox Lawson supports these business elements by employing individuals who embrace these goals of our practice.

While we have a broad understanding of human resource systems, our practice primarily specializes in public sector classification and compensation studies. These studies typically include: developing new classification structures and job descriptions, evaluating jobs with a job evaluation methodology to determine internal equity, conducting a custom tailored salary survey, developing a competitive pay system, recommending strategies to implement the new compensation structure, and ensuring appropriate administrative and procedural guidelines are in place to maintain the system. These studies ensure that our clients are in compliance with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy.

Over the past 30 years, our practice has served more than 500 public sector, higher education and special district clients. We have included a sampling of references that demonstrates our experience in conducting engagements for public sector organizations. These projects are relevant in demonstrating our ability to meet the needs of the City and show considerable experience in developing compensation programs for a variety of public sector organizations. Our references can attest to the timeliness, quality, and responsiveness of the services we provide, as well as our knowledge of legal issues, such as the ADA and FLSA, our understanding of job classifications, and our skill and ability in dealing with public organizations and sensitive personnel issues.

Following are a few key points and some of the services we would like to highlight about our firm.



CLIENT SERVICE

In a survey of clients that we had served in the prior five years, the independent firm Dun & Bradstreet found that the quality of services we delivered to our clients exceeded the services delivered by nearly 90 other consulting firms it competes with, many firms which are large, well-known, national firms. The factors rated included cost, timeliness, quality, responsiveness to problems, technical support, quantity delivered verses quantity requested, and the attitude of personnel.

JOB EVALUATION

We have been instrumental in developing and applying a variety of job evaluation methodologies to better meet our clients' needs in changing environments. Because no single method of job evaluation fits the needs of all clients, we offer a "family" of job evaluation methods, including the Decision Band™ Method, Flex/Point™, a point factor plan, and JFACS™, an automated job evaluation system that uses a scored questionnaire. The State of New York Civil Service has used JFACS for the past 25 years. In addition to these job evaluation methods, our firm is experienced in fine-tuning various job evaluation methods by updating the language and/or the mathematical weighting schemes behind various job evaluation systems to ensure they are free of bias and are valid and reliable. We have developed a variety of new job evaluation methods, including factor comparison, ranking, point factor and market based systems for many public sector organizations.

SALARY DATABASE

We conduct about 50-60 custom compensation and benefit surveys throughout the country each year. From these surveys, we have developed an extensive database of salary information for public sector systems. In addition, we have an Internet based salary survey database that includes more than 350 of the major public and private sector salary surveys. This allows us to match nearly any job in any type of organization in any part of the country with up to date labor market data.

INDUSTRY ASSOCIATIONS

We also have a strategic alliance with the International Public Management Association for Human Resources (IPMA – HR), the National Public Employers Labor Relations Association (NPELRA), and the Colleges and Universities Professional Association for Human Resources (CUPA - HR) and have conducted a series of training seminars/workshops on compensation, classification, job evaluation, and employee benefits management throughout the nation in conjunction with these organizations.

In addition, our firm assisted in the development and sponsorship of the **Compensation Benchmark Survey of 2007 and 2012**, the **Performance Management Survey of 2008** and the **Benefits Survey of 2011** that were conducted through IPMA-HR. We also conduct an annual benefits survey covering all industries of which IPMA-HR is a co-sponsor. The 2013 survey had the largest participation of any national benefits survey conducted by any firm and have continued to participate in 2014, 2015 and 2016.



INDUSTRY LEADERSHIP

The consultants of Fox Lawson have demonstrated leadership in the field of compensation. Each member of our practice has obtained their CCP, and/or their IPMA-CP. They also teach courses through *WorldatWork*, including Job Analysis and Evaluation, Job Description Writing, Performance Management, and Variable Pay seminars at *WorldatWork* or through the International Public Management Association for Human Resources (IPMA-HR).

NUMEROUS PRESENTATIONS

We have been featured speakers at every IPMA-HR national conference for the past 25 years. We also have been featured speakers at NPELRA (a public sector labor relations organization) national conference over the past 12 years, and have been presenters at local and national CUPA-HR conferences.

PUBLISHED ARTICLES

We write a quarterly compensation answer column called CompDoctor™ for the HR News. We also have published articles in the American City and County, Public Management, Corporate Report Ventures, Corporate Board Member, and Benefits Planner. We encourage you to access many of these articles through our website at www.foxlawson.com. We also publish a quarterly newsletter, "FLA Solutions," for clients on key topics affecting the public sector. Previous articles have included discussions on alternative rewards, such as skill or competency based pay, best practices in salary administration, and the Sherman Antitrust Act, as well as several other progressive topics in the public sector.

CLIENT EXPECTATIONS

We take pride in fulfilling and exceeding our clients' expectations. To ensure that we are accomplishing this, we distribute client satisfaction feedback surveys on a regular basis. These surveys provide valuable feedback regarding our performance on projects and the level of satisfaction of our clients. Below are some of the comments we consistently receive from our clients.



PROPOSED PROJECT MEMBERS

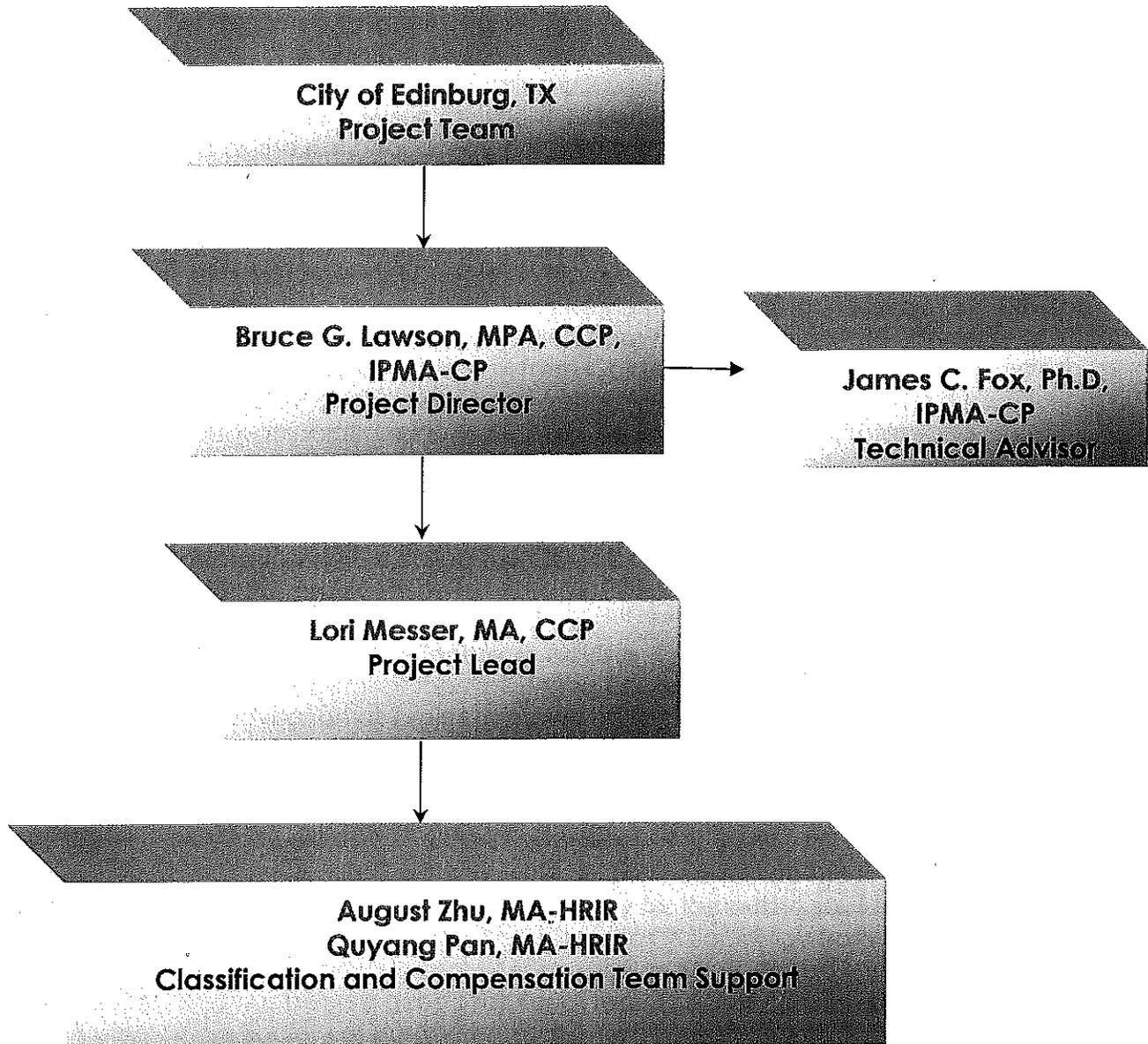
Our organization prides itself on the high level of customer service that we provide and believe we have the staffing structure that provides for continuous and open conversation, as well as quick and timely responses. To that end, there are five critical concerns that must be addressed in organizing, staffing, and managing this project:

- Communications must be open and maintained with employees and management, we provide one continuous project manager through the course of the project to ensure complete understanding;
- Upon client request, we provide an anonymous email address that can be used by employees for questions, comments, complaints or suggestions;
- Work will be carefully planned and efficiently performed to meet your objectives and ensure all areas are addressed;
- Our consulting team has the skills and experience to address the concerns of the City management, Human Resources Department, and affected employees (please see the included resumes);
- Our team has the appropriate mix of project management skills, technical expertise and public sector experience.

We have carefully considered these needs and have proposed a project team that is designed to address these areas and facilitate successful project completion.

One of the advantages for our clients is that we are a small team-based practice in which all members of the project team are intimately familiar with all activities of the project, while having all of the resources of a major national firm as a result of our merger with Gallagher Benefit Services. We will work closely with you to ensure a quality product that fits your needs and culture. Even though we may assign certain personnel to specific tasks or responsibilities in the work plan, all personnel can step in and perform the work that needs to be accomplished regardless of original assignment. Thus, every person has multiple personnel as back up support; and allows us the most flexibility and responsiveness in serving client needs.

The staffing plan for this project follows.





BRUCE G. LAWSON, MPA, CCP, IPMA-SCP – Project Director

Mr. Lawson is a Managing Director of the firm. In this capacity, Mr. Lawson serves as project director and/or technical advisor, providing technical direction and quality assurance. He is responsible for all consulting activities in the areas of job evaluation and compensation, organization analysis, personnel systems and policy development. Mr. Lawson has been directing classification and compensation studies for more than 25 years. Prior to forming Fox Lawson, he spent 15 years with the firm of Ernst & Young LLP where he served as the national director of their public sector compensation consulting practice. He also served as City Manager in two California cities (Los Altos Hills and Belvedere), was the County Administrative Officer in Multnomah County (Portland) Oregon, Assistant City Manager/Personnel Director in Corvallis, Oregon, and Assistant to the City Administrator/Personnel Director in Placentia, CA. Mr. Lawson served on the City of Phoenix (AZ) Public Safety Employees Retirement Board for 12 years. Mr. Lawson has a Master's Degree in Public Administration from the California State University at Fullerton, is a.b.d. in Public Administration from Golden Gate University in San Francisco, and has earned his CCP certification from *WorldatWork*. He is also an active member of several professional associations including the College & University Professional Association for Human Resources, the International City & County Management Association, the International Public Management Association for Human Resources, the Society for Human Resources Management and *WorldatWork*. Mr. Lawson co-authors a quarterly compensation article called the *CompDoctor*TM. Mr. Lawson will serve as project director for the project.

JAMES C. FOX, Ph.D., IPMA-SCP – Technical Advisor

Dr. Fox is a Managing Director of the firm. In this capacity, he serves as project director and/or technical advisor on all projects, providing technical direction and quality assurance. He is responsible for all consulting activities in the areas of personnel management, job evaluation and compensation, organization and management analysis, executive compensation, and survey research. Dr. Fox has been directing classification and compensation studies for more than 25 years. Prior to forming the firm, he was a Partner in the firm of Ernst & Young LLP and headed up the firm's regional compensation practice, with national responsibility for the public sector compensation practice. Dr. Fox holds both M.A. and Ph.D. Degrees in Sociology from the University of Minnesota. He has been an instructor at Metropolitan State University and the University of Minnesota, and has been a guest lecturer at regional conferences and meetings. He is a member of the Society of Human Resource Management, *WorldatWork*, where he is on the faculty, and was the Professional Development Coordinator of the Compensation Council of the Twin Cities Personnel Association. He is the Chairman of the Human Resources Committee of the Board of the Northern Star Council of the Boy Scouts, the past Chairman of the Board of Project Pathfinder and is a member of the Ramsey County Personnel Review Board. Dr. Fox co-authors a quarterly compensation article called the *CompDoctor*TM. Mr. Fox will serve as a technical advisor for the project.



LORI MESSER, MA, CCP – Project Lead

Ms. Messer is a Senior Consultant of the firm. She is responsible for conducting classification and compensation consulting projects. Ms. Messer has worked with and for a variety of public and private sector organizations, including states, cities, counties, school districts, colleges, universities, and special districts. Prior to joining the firm, Ms. Messer held a variety of consultative human resources and compensation positions in high tech, distribution, healthcare and local government organizations. Ms. Messer has a Bachelor's Degree in Business Administration from Arizona State University and a Master's Degree in Education from the University of Phoenix. She is also a member of *WorldatWork* and has earned her CCP certification. Ms. Messer has worked and continues to work with several public sector clients in Texas.

QUYANG PAN, MA-HRIR – Staff Support

Ms. Pan is a consulting associate in our compensation and human resources management consulting practice. She is responsible for providing classification and compensation support in all phases of the project. Ms. Pan joined the firm in September 2012. Prior to that, she worked for Maersk A.P. Moller Group for four years in market research and client service. She has broad exposure to all functional areas in the business environment. Ms. Pan has a Bachelor of Science degree in Accounting from Xiamen University and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. She's member of the Twin Cities Human Resource Association. Quyang is located in St. Paul.

AUGUST ZHU, MA-HRIR – Staff Support

Mr. Zhu is a consulting associate in our compensation and human resources management consulting practice. He is responsible for providing classification and compensation support in all phases of the project. Mr. Zhu has a Bachelor of Science Degree in Human Resources from Shanghai Jiao Tong University and is a Human Resources and Industrial Relations (MA-HRIR) candidate of the University of Minnesota, class of 2013. Prior to joining Fox Lawson & Associates, he was a compensation analyst at BASF (China) and organization development consultant at Bovis Consulting. August is located in St. Paul.

TIME SCHEDULE

We are prepared to commence the work within two weeks of receiving your authorization to proceed. The following is an estimate to complete each project by phase by month. We will establish specific deadlines for major milestones within each phase at the onset of the project. We will conduct regular conference calls with the City to ensure that the schedule is monitored throughout the project.



PHASE	DESCRIPTION	MONTH		
		1	2	3
I	Study Initiation			
II	Classification and Compensation Plan Analysis			
III	Final Report			

PROPOSED METHODOLOGY

UNDERSTANDING OF PROJECT OBJECTIVES

The purpose of this study is to analyze the City's current non-exempt and exempt classification and compensation plan structure and make recommendations for improvement and/or modification while ensuring compliance with the recent adoption of the Fair Labor Standard Act Overtime Exemption regulations, taking into consideration the City's overall goals and objectives of the programs, as well as utilization of the City's current state knowledge as follows:

- Recommendations for a pay system structure that is consistent with the City's compensation philosophy;
- Recommendations for a sustainable classification and compensation plan system that maintains existing internal alignment while ensuring regulatory compliance.
- Development of implementation options and associated costs.

The scope of the study encompasses a review of approximately 775 full-time budgeted positions occupying 96 non-exempt and 65 exempt job classifications. We will maintain continual communications with the City on all progress and significant decisions regarding processes and approaches so that the City has an opportunity to contribute to the process.



WORK PLAN

Based on the City's needs and specifications for this study, we propose to conduct the following work steps and tasks.

PROPOSED METHODOLOGY	
Study Phase	Summary Tasks/Deliverables
<p>I. Study Initiation</p> <p>[Includes 1 day on site to conduct project initiation and strategy.]</p>	<ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Identification of possible barriers to implementing and maintaining change. ▪ Assessment of the strengths and weaknesses of the City's current classification & compensation systems. ▪ Review and confirmation of the City's classification and compensation philosophy and strategies. ▪ Project timetable confirmed. ▪ Develop employee communication strategy. ▪ Review of internal documents, including current pay structures, job descriptions, organizational materials, current staffing levels, and related items.
<p>II. Classification and Compensation Plan Analysis</p>	<ul style="list-style-type: none"> ▪ Review of current organization materials, and current job descriptions, including FLSA designations. ▪ Identification of employees in exempt-eligible classifications that do not meet the new salary threshold; ▪ Develop recommendations for exemption changes, salary adjustments and/or classification and salary plan changes; ▪ Identification of potential pay issues, such as compression, if applicable, and recommendations for addressing and mitigating issues; ▪ Transition options and next steps/costs outlined; ▪ Development of recommendations for classification and compensation plan restructure options that are compliant with FLSA regulations; ▪ Recommendations for remaining compliant with FLSA regulations based on future adjustments to salary threshold.
<p>III. Final Report</p> <p>[Presumes 1 day on site for final presentation.]</p>	<ul style="list-style-type: none"> ▪ Draft report developed and discussed with the City. ▪ Quality assurance reviews conducted. ▪ City review and feedback. ▪ Final report and presentation. ▪ Training of staff on applicable tools to maintain approved plans.



PRICE PROPOSAL

We would not like fees to be the major impediment to acquiring the most experienced provider to address these important needs during this unprecedented time period. We would be pleased to explore options that may reduce the fees to fit your budget. All administrative costs (travel, etc.) are included in the estimated total cost. The total cost to perform the classification and compensation study will not exceed **\$34,000** inclusive of all costs. The fees below include 2 days on-site, as detailed in the proposed work plan.

PHASE	DESCRIPTION	TOTAL
I	Study Initiation (onsite meeting)	\$6,000
II	Classification and Compensation Plan Analysis	\$20,000
III	Final Report – (onsite meeting)*	\$8,000
Total Cost:		\$34,000*

*The on-site meeting for Phase III could be held via teleconference, thereby reducing the cost by \$5,000 for a total cost of \$29,000.

In this era of economic uncertainty and shrinking revenue sources, many of our clients are moving toward a classification structure and pay strategy that provides the flexibility necessary to manage efficiently with more limited resources. Gallagher/Fox Lawson has significant experience working with clients to design such systems and our managing directors are nationally recognized speakers and instructors in innovative compensation approaches and methods.

We would not like fees to be the major impediment to acquiring the most experienced provider to address these important needs during this unprecedented time period. Although we believe the work plan presented is the optimal approach to achieving your objectives, we would be pleased to explore options that may reduce the fees to fit your budget.



PROJECT LISTS AND REFERENCES

Our firm has assisted several hundred public sector clients throughout the country. These projects have included from less than 100 to more than 100,000 employees. Below are several organization clients we are currently assisting or have recently assisted. Contact information is listed for each project. These projects are relevant in demonstrating our ability to meet the needs of the City and show considerable experience reviewing and developing classification and compensation systems. Our references will attest to the timeliness, quality and responsiveness of services we provide, as well as our knowledge of legal issues such as the ADA, EEO, and the FLSA, the classifications under study, and our skill and ability of dealing with organizations of your size and needs. We continue to provide ongoing services for many of our clients.

CITY OF DEER PARK, TX

In 2013, we were retained to conduct a comprehensive compensation study for all positions at the City; we were subsequently retained in 2016 to perform a similar compensation study. We also made recommendations for areas of opportunity for class consolidation. Bill Philibert, Human Resources Director, 281-478-7250; bphilibert@deerparktx.org.

CITY OF WEST UNIVERSITY PLACE, TX

In 2014, we were retained to conduct a comprehensive compensation study and internal alignment analysis for all positions at the City. We continue to provide on-going support to the City related to their classification and compensation needs. Wendy Standorf, Human Resources Director, 713-662-5820; wstandorf@westutx.gov.

CITY OF ROSENBERG, TX

In 2015, we were retained to conduct a comprehensive classification and compensation study for all positions at the City. The project encompassed 261 full-time employees in 112 job titles. Lisa Olmeda, Human Resources Director, 832-595-3320; lisao@ci.rosenberg.tx.us.

CITY OF SUGAR LAND, TX

In 2013, we were retained to conduct a review of compensation for 86 benchmark positions at the City; we were subsequently retained in 2014, 2015 and 2016 to perform similar reviews of additional benchmark positions. Sharon Jenkins, Human Resources Manager, 281-275-2210; sjenkins@sugarlandtx.gov.

CITY OF SAN ANTONIO, TX

In 2012, we were retained to conduct a diagnostic review of human resource processes and to assist with implementation of process improvement projects. Natalie Balderrama, Organizational Performance Manager, natalie.balderrama@sanantonio.gov; 100 Military Plaza, San Antonio, TX 78205.



DETAILED COST PROPOSAL

PROPOSED METHODOLOGY AND COST		
Study Phase	Summary Tasks/Deliverables	Cost
I. Study Initiation [Includes 1 day on site to conduct project initiation and strategy.]	<ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Identification of possible barriers to implementing and maintaining change. ▪ Assessment of the strengths and weaknesses of the City's current classification & compensation systems. ▪ Review and confirmation of the City's classification and compensation philosophy and strategies. ▪ Project timetable confirmed. ▪ Develop employee communication strategy. ▪ Review of internal documents, including current pay structures, job descriptions, organizational materials, current staffing levels, and related items. 	\$6,000
II. Classification and Compensation Plan Analysis	<ul style="list-style-type: none"> ▪ Review of current organization materials, and current job descriptions, including FLSA designations. ▪ Identification of employees in exempt-eligible classifications that do not meet the new salary threshold; ▪ Develop recommendations for exemption changes, salary adjustments and/or classification and salary plan changes; ▪ Identification of potential pay issues, such as compression, if applicable, and recommendations for addressing and mitigating issues; ▪ Transition options and next steps/costs outlined; ▪ Development of recommendations for classification and compensation plan restructure options that are compliant with FLSA regulations; ▪ Recommendations for remaining compliant with FLSA regulations based on future adjustments to salary threshold. 	\$20,000
III. Final Report [Presumes 1 day on site for final presentation.]	<ul style="list-style-type: none"> ▪ Draft report developed and discussed with the City. ▪ Quality assurance reviews conducted. ▪ City review and feedback. ▪ Final report and presentation. ▪ Training of staff on applicable tools to maintain approved plans. 	\$8,000*
TOTAL COST		\$34,000*

* The on-site meeting for Phase III could be held via teleconference, thereby reducing the cost by \$5,000 for a total cost of \$29,000.

ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2016-019 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.

Respectfully submitted this 5th day of July, 2016.

SUBMITTED BY: Bruce Lawson

PROPOSER: GALLAGHER Benefit Services, Inc.

SIGNED: Bruce Lawson

NAME (PRINT): Bruce Lawson

TITLE: MANAGING DIRECTOR

ADDRESS: PO Box 32985

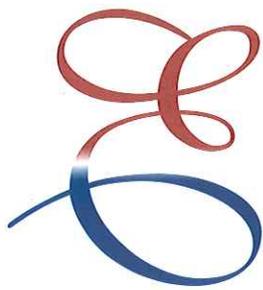
CITY/STATE: Phoenix AZ ZIP: 85064-2985

TELEPHONE: (602) 840 1070
Area Code

FAX: (651) 234-0849
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 36-4291971

EMAIL ADDRESS: bruce_lawson@ajg.com



THE CITY OF
EDINBURG

NOTICE TO RESPONDENTS

The City of Edinburg is soliciting sealed RFP's 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.

RFP's will be received until **3:00 p.m. Central Time**, on **Tuesday, July 05, 2016**. Any RFP received after the closing time will not be accepted and will be returned to the sender unopened. It is the responsibility of the Actuary to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP's must bear original signatures and figures. The RFP shall be for:

RFP NO. 2016-019
CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE

If you have any questions or require additional information regarding this RFP, please contact Ms. Christina Flores, Director of Human Services, at (956) 388-1873.

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

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

If Mailing RFP's: 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 RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

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



INSTRUCTIONS TO RESPONDENTS (Continued):

PREPARATION OF RFP'

RFP's MUST give full firm name and address 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.

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 RFP RESPONSE

If unable to submit a RFP, firm 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.

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.

INSTRUCTIONS TO RESPONDENTS (Continued):

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.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low RFP 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. Addendums are available online at www.cityofedinburg.com.

PAYMENT

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

INSTRUCTIONS TO RESPONDENTS (Continued):

SYNONYM

Where in this RFP package ITEMS OR SERVICES is used its meaning shall refer to the CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE 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 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/RFP's 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

INSTRUCTIONS TO RESPONDENTS (Continued):

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.

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

Firm'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.

INSTRUCTIONS TO RESPONDENTS (Continued):

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

AWARD

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

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.

**CITY OF EDINBURG
REQUEST FOR RFP'S FOR
CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE**

RFP NO. 2016-019

RFP OPENING DATE: July 05, 2016 at 2:00 p.m.

It is the intent of this Request for RFP's to describe and ultimately make it possible for the City of Edinburg to enter into an agreement for the below mentioned CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE.

**Request for Proposals
Classification & Compensation Plan Restructure**

BACKGROUND

The City of Edinburg, Human Resources Department is looking to restructure its existing classification and compensation plans. Currently, positions are classified under one of the following plans (no steps are included in the plans):

- 1) Non-Exempt,
- 2) Exempt and
- 3) Executive.

Due to anticipated changes as a result of the recent adoption of the Fair Labor Standard Act Overtime Exemption regulations, the City is seeking consulting services to explore options for restructuring its Exempt and Non-Exempt plans. It wishes to develop a new structure, such as a Unified structure, that meets the City's needs and still maintain the internal relationship between positions. It wishes to also obtain a tool or software to maintain the new structure of the plan including but not limited to assigning positions to job classes, evaluating FLSA status and reporting.

The City underwent a full classification and compensation analysis two years ago. Job questionnaires and development of job descriptions are not necessary at this time. Existing information can be made available, as necessary, to the firm awarded this project.

The City has 775 full-time budgeted positions, 96 non-exempt job titles and 65 exempt titles. A final product is preferred by September 16, 2016.

SCOPE OF WORK

A. Please provide a proposal for the services listed below (and related travel and tasks involved). Proposals shall be limited to 15 pages.

1. Discuss City needs regarding restructuring of classification and compensation plan.
2. Review of current plans and positions.
3. Providing recommendation of a new pay plan and structure(s) or modification to existing plan based on the City's needs.
4. Developing a new pay plan and structure or modifying existing plan and migrating positions over using a systematic method.

5. Installation, training and implementation of tool to maintain final plan structure (if applicable). A demonstration of the software may be requested as part of the evaluation process.
- B. Please provide a brief overview of the tasks, methodology and timeframe that will be used to complete this project.
- C. Please include a brief overview of your company and its experience in performing these types of services and include name, address and phone number of contact person for the project.
- D. Please provide a list of three (3) municipal references for which you have performed similar work.

EVALUATION CRITERIA

15% - Qualifications and reputation of firm, assigned staff and relevant experience.

35% - Extent to which the proposal submitted meets the needs of the City.

25% - Overall understanding of the project and completeness of the proposal.

25% - Cost

**CITY OF EDINBURG
RFP FORM FOR
CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE**

RFP NO. 2016-019

RFP OPENING DATE: July 05, 2016 at 2:00 p.m.

I/We submit the following RFP in ORIGINAL FORM for **CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE** according to City of Edinburg requirements, less tax:

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

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

ITEM	PROJECT	AMOUNT
1	CLASSIFICATION AND COMPENSATION PLAN RESTRUCTURE- Include detailed cost proposal with this form.	\$ _____

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

ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2016-019 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.

Respectfully submitted this ____ day of _____, 2016.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

TITLE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

BIDDER'S LIST
RFP 2016-019 CLASSIFICATION & COMPENSATION PLAN RESTRUCTURE

Management Advisory Group
13580 Group Drive, Suite 200
Woodbridge, VA 22192

Padgett Stratemann
100 NE Loop 410, Ste 1100
San Antonio, Texas 78216

Hay Management Consultants
5001 Spring Valley Rd. Suite 800
West
Dallas, TX 75243-1731

CPS Human Resource Services
241 Lathrop Way
Sacramento, CA 95815

Berkshire Associates Inc.
8924 McGaw Court
Colombia, MD 21045

Benefit & Compensation Specialists, PLLC
Wanda Rivers
1100 Nasa Pkwy, Suite 101
Houston, Texas 77058

Buck Consultants
14911 Quortum Drive, Suite #200
Dallas, Texas 75254-7534

Longnecker & Associates
11011 Jones Rd. Suite 200
Houston, Texas 77070

DM People Solutions
580 Coolair
Dallas, TX 78218
07/01/2016

Condrey & Associates, Inc.
P.O. Box 7907
Athens, GA 30604-7907

Keller Consulting Group
P.O. Box 393
Aransas Pass, TX 78335

Fox Lawson & Associates, LLC.
P.O. Box 32985
Phoenix, AZ 85065-2985

Whitney Smith Company
301 Commerce Streets, Suite 1950
Fort Worth, TX 76102

Creative Management Solutions
8205 East Somerset
Anaheim, CA 92808-2315

Johns & Associates
9700 Phillips Hwy. Suite 108
Jacksonville, FL 32256

David K. Wasson Consultant
P.O. Box 752089
Houston, TX 77275-2089

Davidson & Associates
P.O.Box 8016
Huntsville, TX 77340

Management Consultants, LLC.
12843 Ashtree Road
Midlothian, VA 23114

Whiting Associates HR Consulting
1930 Rosemeade Prkwy, Suite 107
Carrollton, TX 75007

Public Sector Personnel Consultants
3571 Far West Blvd. #219
Austin, TX 78731

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 to HALFF Associates, Inc., and Authorize the City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. *(Motion Required to Remove from Table. This Item was Tabled at the August 03, 2016 City Council Meeting.)* [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications Consultant Services for City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 were received on Tuesday, July 5, 2016 at 3:00 p.m. City of Edinburg required for the City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34.

The qualified firm selected should be experienced in the field of Planning services, having experience in the Planning Master plans. It is expected that the qualified firm selected will have a sufficient level of innovation expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of eight (8) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following firms listed in ranking order have submitted Statements of Qualifications in response to this RFQ:

- | | |
|-------------------------------------|--|
| 1. HALFF Associates, Inc. | 2. Melden & Hunt Inc. |
| 3. Negrete & Kolar Architects, LLPS | 4. Qunitanilla, Headley and Associates |
| 5. SAMES Engineering, LLC | 6. SWG Engineering, LLC |
| 7. Hickey Peña Architects | 8. Naismith Engineering |

The committee which consisted of the Director of Public Works, Director of Utilities, Director of Community Development / Grant Management, Director of Planning & Zoning, and Assistant Director of Public Works recommends that Council consider the top ranking firm of all of the qualified firms. Staff additionally requests authorization for City Manager or his designated appointee to negotiate a professional services contract with the selected firm. The attached sheet provides the average rankings by Staff of the above firms based on criteria set out in the Request for Qualifications. Funding is available through the Advanced Funding Agreement with the Texas Department of Transportation CSJ: 0921-02-34 and the FY 2015-2016 Department of Public Works Street Division General Operating Budget.

RECOMMENDATION:

Approve Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 to HALFF Associates, Inc., and Authorize City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

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

Tomas D. Reyna,
 Assistant Director of Public Works

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

/s/Ascencion Alonzo
 Ascencion Alonzo
 Director of Finance

/s/ Ponciano N. Longoria P.E., C.F.M.
 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



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-002
CITY OF EDINBURG
BICYCLE / PEDESTRIAN
MASTER PLAN
CSJ: 0921-02-345**

**SUBMITTAL DEADLINE
TUESDAY,
JULY 05, 2016
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-002 CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN

PROCUREMENT INFORMATION..... 2

GENERAL 10

GOALS OF MASTER PLAN 11

SCOPE OF SERVICES 11

CONTRACT 12

SUBMITTAL REQUIREMENTS 12

SELECTION PROCESS 12

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT 14



REQUEST FOR STATEMENT OF QUALIFICATIONS

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

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

RFQ No. 2016-002 CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ponciano Longoria, Director of Public Works, PE. , CFM, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

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

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ No. 2016-002 CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and four (4) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

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

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for City of Edinburg Bicycle/Pedestrian Master Plan as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days

after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

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

CONFLICT OF INTEREST

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by

Tuesday, July 05, 2016 until 3:00 p.m. for consideration. An original and four (4) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly

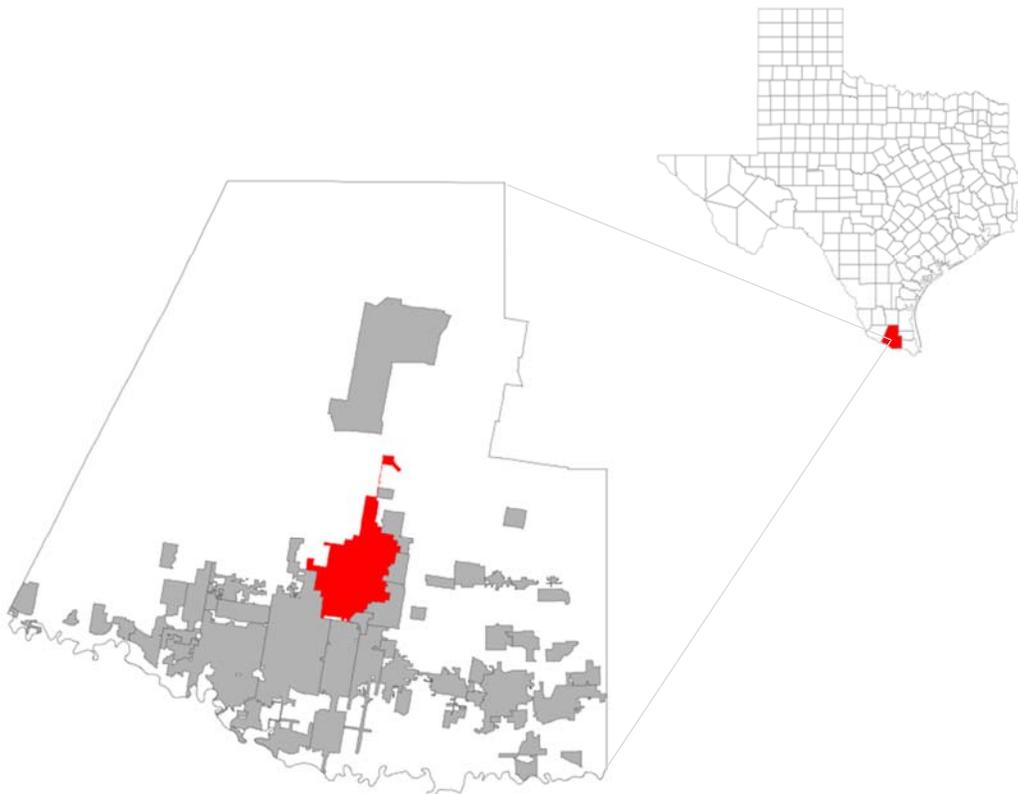
GENERAL

The City of Edinburg's Department of Public Works is currently seeking a qualified consulting firm to collect information and develop a Bicycle/Pedestrian Master Plan for the City of Edinburg. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

The City of Edinburg is interested in improving upon the network of existing facilities and developing new facilities to provide improved and safer bicycle and pedestrian commuting and recreational opportunities. The proposed Master Plan shall show a comprehensive transportation network that could utilize a variety of facilities such as pathways, trails, bike lanes, shared lanes, multi-use pathways, and other types of facilities. The Master Plan will utilize existing and planned pathways, trails, roadway infrastructure, utility and drainage easements, open spaces, and linear parks to connect users to places of interest such as neighborhoods, parks, downtown, work centers, and bus stops, and should provide connectivity to any current or future trails and pathway systems of adjacent communities and within the City of Edinburg. The Master Plan will depict a comprehensive system of off-road and on-road facilities that safely connect neighborhoods and destinations and encourage walking and bicycle travel.

CITY OF EDINBURG General Information

The City of Edinburg is part of the [McAllen-Edinburg-Mission](#) and [Reynosa-McAllen](#) metropolitan area and is 38 sq mi, and as of the 2014 census the City of Edinburg area is home to over 83,000 people.



GOALS OF THE MASTER PLAN

Technical Proposals for the Bicycle/Pedestrian Master Plan should address the following goals:

1. The City of Edinburg shall have a comprehensive Bicycle/Pedestrian Master Plan to guide the planning and development of a network of pathways, hike and bike trails, multi-use pathways, bike lanes, and other facilities that encompasses and interconnects the population of the City of Edinburg study area.
2. The City of Edinburg all have a Bicycle/Pedestrian Master Plan that is coordinated with and shows connectivity to the existing bicycle/pedestrian plans and facilities of McAllen, Edinburg, Mission MSA, and adjacent municipal entities, and with adjacent City of Edinburg.
3. The City of Edinburg's Bicycle/Pedestrian Master Plan shall have design standards that meet or exceed current AASHTO and NACTO guidelines.
4. The City of Edinburg's Bicycle/Pedestrian Master Plan shall identify existing and proposed infrastructure, open space, linear park corridors, and utility and drainage easements, as appropriate, that can be integrated with the bicycle/pedestrian network.
5. The Master Plan's outcomes, strategies, and recommendations shall benefit all aspects of mobility throughout the City of Edinburg study area.
6. The ultimate goal of the Master Plan is to guide the development of a comprehensive system of off-road and on-road pathways, bike lanes, trails, and other facilities that will safely connect users to key destinations throughout the City of Edinburg study area, provide connections to all adjacent communities, provide opportunities for a wide variety of recreational activities, and encourage safe alternative modes of transportation.

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. Successful completion of the Master Plan project will require the minimum following deliverables:

1. General policies, goals, and objectives for the Master Plan.
2. Inventory and analysis of the existing off-road and on-road pathways, bikeways, trails, and all other walking and biking facilities in the City of Edinburg study area, excluding sidewalks.
3. Recommendations to amend, enhance, improve, or alter the existing pathway and trail facilities.
4. A community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City of Edinburg study area as well as to existing and planned systems in adjacent municipal entities, counties. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches.
5. Identify gaps in the existing network of pathways and trails and develop priorities and project recommendations at a sufficient level of detail to be ready for design and implementation.
6. Assess and make recommendations as to the feasibility of a bike-share program, possibly in coordination with UTRGV, other cities, or entities.
7. Identify high-priority transportation corridors and develop bicycle/pedestrian project recommendations for these corridors.
8. Guidelines for selecting pedestrian and bicycle facilities for each type of roadway.
9. A funding plan that incorporates transportation funding sources and identifies other potential sources such as grants, private funding, and user fees.

10. Consultant information-gathering and presentation at two (2) to three (3) Public Infrastructure Projects Advisory Committee.
11. Consultant hosts presentations at two (2) public information-gathering meetings, as well as a third later meeting at which the draft final Master Plan will be presented to the public.
12. Consultant presentations at two (2) City Council meetings: at least one (1) for the draft report and one (1) for the final report.
13. Ten (10) hard copies of a draft report and one electronic copy in MS Word format with any detailed drawings and foldable maps in .PDF format of a size equal to or greater than 11"X17", .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files for the COE to review. Ten (10) hard copies of the final report and two electronic copies in MS Word and PDF formats, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

City of Edinburg Bicycle/Pedestrian Master Plan Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 5, 2016.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify

the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on Monday July 15, 2016 if necessary. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.ther RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	June 17, 2016
Publish RFQ	June 17 & June 24, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 05, 2016
RFQ Review	June 05–14, 2016
Firms Interviews, if required	July 15, 2016
City Council Selects Firm(s)	July 19, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com or Mr. Tomas D. Reyna, Assistant Director of Public Works treyna@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 05, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN**.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND <u>NAME OF COMPANY</u> FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “City”) and NAME OF COMPANY.(hereinafter called “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals to provide Consultant services for the CSJ: 0921-02-345 Planning/Engineering Services for the City of Edinburg Bicycle / Pedestrian Master Plan. The firm shall provide services for specific projects as may be requested by the City and such services shall be defined, scheduled, and authorized as described in RFQ #2016-002 “**Exhibit D**” and **this Agreement**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional planning/engineering services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

City agrees to employ Consultant to furnish and provide the surveying services, as stated in this agreement and **Exhibit “A, C, & D”**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II
BASIC SERVICES OF CONSULTANT

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called “Project”) as specifically identified in **Exhibit “A, C, & D”** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Consultant’s work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

- A. The Consultant shall perform the Planning Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay in the amount not exceed **FEE** (for basic services excluding additional services. The Payment for such services in further detailed in **Exhibit "C"**, the Planning services for the City of Edinburg Bicycle / Pedestrian Master Plan and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- 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 the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- 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 available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF PERFORMANCE

Consultant contracts and agrees to provide Surveying Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII
TERM OF AGREEMENT

The term of this Agreement shall be six (6) months commencing on the date of its execution with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregateor \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 - 2. Property Damage

\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
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 XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time

before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **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 XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **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 ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI **SUCCESSORS AND ASSIGNS**

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

SECTION XVII **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 M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-002

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with planning/engineering services specified below and in, "Request for Qualifications #2016-002 City of Edinburg Bicycle / Pedestrian Master Plan CSJ: 09121-02-345

Consultant services may include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professional with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. Successful completion of the Master Plan project will require the minimum following deliverables:

1. General policies, goals, and objectives for the Master Plan.
2. Inventory and analysis of the existing off-road and on-road pathways, bikeways, trails, and all other walking and biking facilities in the City of Edinburg study area, excluding sidewalks.
3. Recommendations to amend, enhance, improve, or alter the existing pathway and trail facilities.
4. A community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City of Edinburg study area as well as to existing and planned systems in adjacent municipal entities, counties. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches.
5. Identify gaps in the existing network of pathways and trails and develop priorities and project recommendations at a sufficient level of detail to be ready for design and implementation.
6. Assess and make recommendations as to the feasibility of a bike-share program, possibly in coordination with UTRGV, other cities, or entities.
7. Identify high-priority transportation corridors and develop bicycle/pedestrian project recommendations for these corridors.
8. Guidelines for selecting pedestrian and bicycle facilities for each type of roadway.
9. A funding plan that incorporates transportation funding sources and identifies other potential sources such as grants, private funding, and user fees.
10. Consultant information-gathering and presentation at two (2) to three (3) Public Infrastructure Projects Advisory Committee.
11. Consultant hosts presentations at two (2) public information-gathering meetings, as well as a third later meeting at which the draft final Master Plan will be presented to the public.
12. Consultant presentations at two (2) City Council meetings: at least one (1) for the draft report and one (1) for the final report.
13. Ten (10) hard copies of a draft report and one electronic copy in MS Word format with any detailed drawings and foldable maps in .PDF format of a size equal to or

greater than 11”X17”, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files for the COE to review. Ten (10) hard copies of the final report and two electronic copies in MS Word and PDF formats, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN

SAMPLE

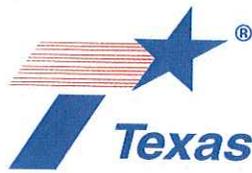
**EXHIBIT “C” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE

**EXHIBIT “D” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE

REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTALS RFQ 2016-002		Total Average Points
		Evaluators
1	HALFF	93.4
2	Melden & Hunt Inc.	90.2
3	Negrete & Kolar Architects, LLP	86.6
4	Qunitanilla, Headly and Associates	82.4
5	SAMES Engineering & Surveying	78.2
6	SWG Engineering, LLC	78.0
7	Hickey Pena Architects	73.8
8	Naismith Engineering Inc	67.2



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

June 29, 2016

The Honorable Richard H. Garcia
Mayor, City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

**RE: Fully Executed Advance Funding Agreement (AFA)
City of Edinburg Bicycle and Pedestrian Plan
CSJ: 0921-02-345**

Dear Mayor Garcia:

Enclosed for your records is a fully executed Advance Funding Agreement between the State of Texas and the City of Edinburg concerning the Edinburg Bicycle and Pedestrian Plan.

Since the City will be responsible for managing and/or performing work under this contract for which reimbursement will be provided by or through the State, the City must ensure training is completed before any work begins. Training is considered complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. In addition, in managing and/or performing the work the City will need to follow local government project procedures which can be found at <http://www.dot.state.tx.us/business/governments/lgpp.htm>.

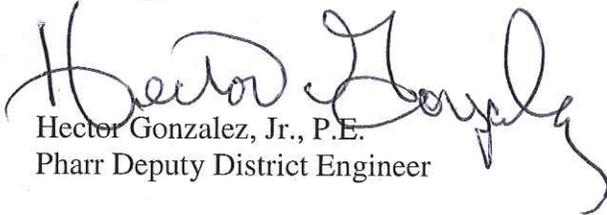
Mr. Joseph Leal, P.E., out of the Pharr District Office, has been designated as our Project Manager for this project and can be reached at (956)702-6247 or via email at Joseph.Leal@txdot.gov. Please work directly with Mr. Leal on all matters regarding this project and provide him with the required training certificate before you begin any work.

At this time the City's estimated share of Preliminary Engineering Direct State Costs associated with this project is due and payable. Please remit a check in the amount of \$30,000 made payable to the Texas Department of Transportation Trust Fund to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing.

Honorable Richard H. Garcia
June 28, 2016
Page 2

If you have any questions regarding this submission please contact Ms. Garcia or me at (956)702-6100.

Sincerely,



Hector Gonzalez, Jr., P.E.
Pharr Deputy District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Joseph Leal, P.E., Project Manager
Project File

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

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

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("MPO") a nomination form for consideration under the Transportation Alternatives Program ("TAP") for the project, which is briefly described as **Edinburg Bicycle and Pedestrian Master Plan** ("Project").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

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

The Texas Transportation Commission ("Commission") passed Minute Order Number 114213 ("MO") dated February 26, 2015 awarding funding for projects in the 2015 TAP Program Call of the Hidalgo County MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2.** Period of Performance.
1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

- 2.1.** This Agreement may be terminated by any of the following conditions:
- a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2.** If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3.** If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4.** A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: **Edinburg Bike and Pedestrian Plan**
CFDA Title: **Highway Planning and
Construction**
CFDA # **20.205**
Federal Highway Administration
Not Research and Development

- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **The Edinburg Bicycle and Pedestrian Master Plan in the area of the City of Edinburg will facilitate proposed bicycle and pedestrian facilities. The study will provide for future improvements for the City's bicycle network along with alternative modes of transportation for pedestrians.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate

agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

10. Construction Responsibilities – Not Applicable

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance – Not Applicable

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement

also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.

CSJ: **0921-02-345**
District #: **21 - Pharr**
Code Chart 64#: **12950**
Project: **Edinburg Bike and Pedestrian Plan**
CFDA Title: **Highway Planning and
Construction**
CFDA # **20.205**
Federal Highway Administration
Not Research and Development

- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under

CSJ: 0921-02-345
 District #: 21 - Pharr
 Code Chart 64#: 12950
 Project: Edinburg Bike and Pedestrian Plan
 CFDA Title: Highway Planning and Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services
City of Edinburg	Texas Department of Transportation
PO Box 1079	125 E. 11 th Street
Edinburg, TX 78540	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation (“DOT”) as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- 24.1. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- 27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform/>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

29.2. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Edinburg

Date: 6-14-16

By: 
Signature

Richard M. Hinojosa

Typed or Printed Name

City Manager

Title

THE STATE OF TEXAS

Date: 06/27/16

By: 

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

CSJ: **0921-02-345**
District #: **21 - Pharr**
Code Chart 64#: **12950**
Project: **Edinburg Bike and Pedestrian Plan**
CFDA Title: **Highway Planning and
Construction**
CFDA # **20.205**
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2250

STATE OF TEXAS	§	A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF EDINBURG, TEXAS, TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE COMMITMENT TO FUND AND COMPLETE FOR THE EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN (CSJ# 0921-02-345)
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg, hereinafter referred to as Sponsor, for the Texas Department of Transportation, hereinafter referred to as plan for the Edinburg Bicycle and Pedestrian Master Plan.

WHEREAS, the Sponsor will administer said plan in a manner consistent with the Transportation Alternatives Program Project MPO Selected Off-System Project as approved by the State; and

WHEREAS, the Sponsor intends to request financial assistance from the Texas Department of Transportation to construct said plan in an amount not to exceed eighty percent (80%) or the State's maximum match of One Hundred Twenty Thousand Dollars (\$120,000), whichever is less; and

WHEREAS, local funds in the amount of Thirty Thousand Dollars (\$30,000), representing the City's twenty percent (20%) match but the Economically Disadvantaged County Designation will be reduced to one percent (1%) of the twenty percent (20%) of One Thousand Five Hundred (\$1,500) estimated and the amount of Thirty Thousand Dollars (\$30,000) comprising State's Indirect Cost as set out in Exhibit "A".

WHEREAS, the Sponsor will contract and be responsible for the administration of contracts necessary for completion of plan.

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

The Sponsor hereby requests state funding from the Texas Department of Transportation under the Transportation Alternatives Program Project for this plan.

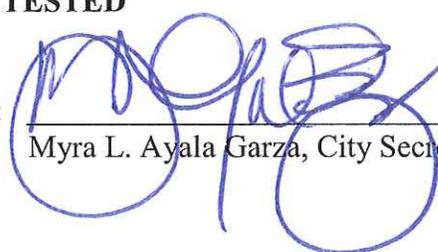
AND, BE IT FURTHER RESOLVED, that the City Manager is hereby directed to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the completion of the Edinburg Bicycle and Pedestrian Master Plan as set out in Exhibit "A".

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 7th day of June 2016.

CITY OF EDINBURG, TEXAS

By: 
Richard H. Garcia, Mayor

ATTESTED

By: 
Myra L. Ayala Garza, City Secretary



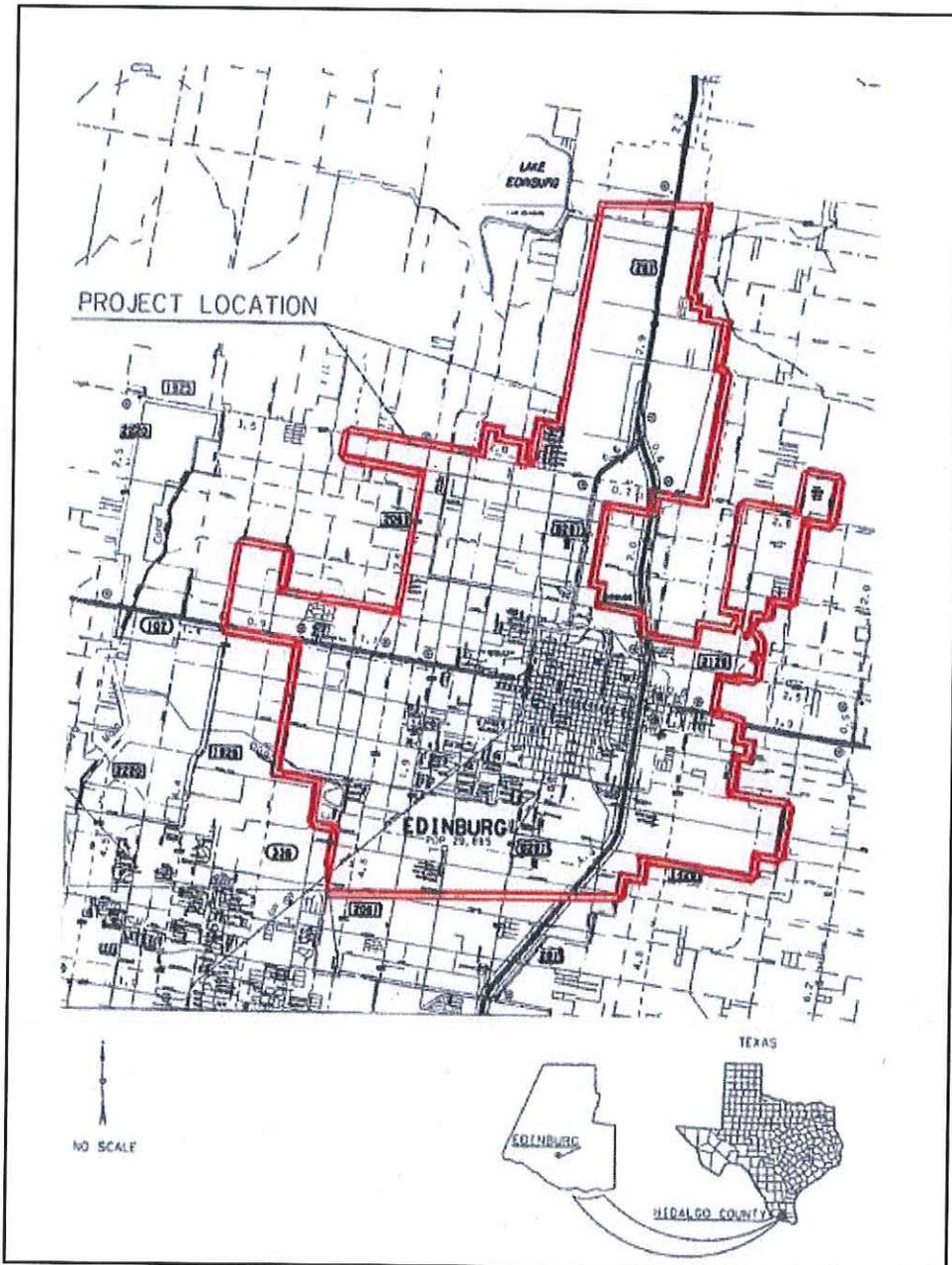
APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON P.C.

By: 
City Attorney

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ: 0921-02-345
 District #: 21 - Pharr
 Code Chart 64#: 12950
 Project: Edinburg Bike and Pedestrian Plan
 CFDA Title: Highway Planning and
 Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$150,000	80%	\$120,000	19%	\$28,500	1%	\$1,500
Work by LG Subtotal	\$150,000		\$120,000		\$28,500		\$1,500
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs (6.2%)	\$9,300	0%	\$0	100%	\$9,300	0%	\$0
Direct & Indirect State Cost Subtotal	\$39,300		\$0		\$9,300		\$30,000
TOTAL PARTICIPATION	\$189,300		\$120,000		\$37,800		\$31,500

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

The estimated total participation by Local Government is \$31,500, plus 100% of overruns.

Total estimated payment by Local Government to State is \$30,000.

¹Local Government's first payment of \$30,000 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$120,000.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Approving the Purchase of Fifteen (15) Portable Radios from Dailey-Wells Communications, In the Amount of \$ 34,256.25. [Shawn M. Snider, Fire Chief]

STAFF COMMENTS AND RECOMMENDATION:

Authorize the purchase of portable radios for Public Works Department. There will be a total of fifteen (15) portable radios.

Dailey-Wells Communications is the sole source vendor for the City of Edinburg. The City of Edinburg has been purchasing radio communication equipment from Dailey-Wells Communications for numerous years.

Funding is available in the Fiscal Year 2015-2016 Public Works Operating Budget. Staff has verified that Dailey-Wells Communications has no outstanding debts with the city.

RECOMMENDATION:

Approve Authorizing the Purchase of Fifteen (15) Portable Radios from Dailey-Wells Communications, In the Amount of \$34,256.25.

REVIEWED BY:

PREPARED BY:

Mari Tovar, Adm. Asst.

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

/s/Ascencion Alonzo
 Ascencion Alonzo
 Director of Finance

/s/ Shawn Snider
 Shawn Snider
 Fire Chief

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

 Richard Molina
 Mayor Pro-Tem

 J. R.
 Betancourt
 Councilmember

 Richard H. Garcia
 Mayor

 Homer Jasso, Jr.
 Councilmember

 David Torres
 Councilmember

January 21, 2016

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

Dear Chief Snider:

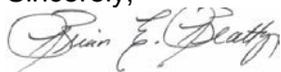
The City of Edinburg Texas has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the City of Edinburg and the surrounding area.

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

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

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

Sincerely,



Brian Beatty
Manager Indirect Sales, Harris Corporation

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

DAILEY-WELLS COMMUNICATIONS

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



To: Ponciano Longoria
 For: City of Edinburg - Public Works
 Phone: 956-522-0934
 Date: August 3, 2016
 email

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

XG-25P PORTABLE, SCAN MODEL, 764-870MHZ

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	DPXG-PB78B	PORTABLE, XG-25P, 764-870 MHZ, SCAN	15	\$ 1,100.00	25%	\$ 825.00	\$ 12,375.00
2	DP-NC5X	ANTENNA, 764-870 MHZ, 1/4 WAVE WHIP	15	\$ 40.00	25%	\$ 30.00	\$ 450.00
3	DP-P25ED	FEATURE PACKAGE, P25 TRUNKING & EDACS	15	\$ 1,200.00	25%	\$ 900.00	\$ 13,500.00
4	DP-PA2U	BATTERY, LI-POLYMER, 3600 MAH	30	\$ 140.00	25%	\$ 105.00	\$ 3,150.00
5	DP-CH4G	CHARGER, SINGLE BAY, TRI-CHEMISTRY, XG-25P	15	\$ 120.00	25%	\$ 90.00	\$ 1,350.00
6	DP-AE9D	SPEAKER MICROPHONE	15	\$ 135.00	25%	\$ 101.25	\$ 1,518.75
7	DP-HC7P	BELT CLIP, METAL	15	\$ 20.00	25%	\$ 15.00	\$ 225.00
8	DP-HC9L	CASE, LEATHER, W/BELT LOOP, XG-25P	15	\$ 130.00	25%	\$ 97.50	\$ 1,462.50
		TOTAL FOR RADIO PACKAGE:		\$ 2,885.00		\$ 2,163.75	
9	DWC-Shipping	Shipping / Handling	15	\$ 15.00	0%	\$ 15.00	\$ 225.00
						Extended Total	\$ 34,256.25

Note: Radio Programming is not included in this quote.

Terms: Net 30 Days
 Shipping: Pre-Pay and add to the invoice.
 Price valid until September, 30 2016

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Authorizing the Expenditure for the Repair of Roll-Off Unit 429, by Rush Truck Center of Pharr, Texas, in the Amount of \$18,897.33. [Ramiro L. Gomez, Director Solid Waste Management]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization to proceed with a dealer repair of Unit 429's Short Block, which was damaged due to major component failure in the engine's combustion and power chambers. Our Roll-Off program provides services to all commercial, demolition and construction projects as well as our industrial and institutional centers which include the Edinburg School District, our Hospitals and the University of Texas Rio Grande Valley. This program also offers curbside collection to our customer of large quantity recycling items that are delivered directly to market.

Staff has verified that no taxes are owed to the City by Rush Truck Center, and funding is available in the 2015-2016 Operating Budget.

RECOMMENDATION:

Approve Authorizing the Expenditure for the Repair of Unit 429, Roll-Off Unit, by Rush Truck Center of Pharr, Texas, in the Amount of \$18,897.33.

REVIEWED BY:

PREPARED BY:

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

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Ramiro L. Gomez, Jr.
Ramiro Gomez
Director of Solid Waste
Management

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Approving the Replacement of the CL31 Ceilometer Instrument on the VAISALA® Automated Weather Observing System (AWOS) in the Amount of \$22,500 at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Providing accurate and reliable weather information is a mandatory part of any professionally managed airport. To meet this requirement, the City, in cooperation with the Texas Department of Transportation Aviation Division, completed installation of a VAISALA ® Automated Weather Observing System (AWOS) in 2001. The VAISALA AWOS is certified by the Federal Aviation Administration (FAA) and provides weather information for Federal Aviation Regulation (FAR) Part 91, Part 135 and Part 121 Operators. It is also eligible for Airport Improvement Program (AIP) Funding and enhances our eligibility for Routine Airport Maintenance Program (RAMP) Grant Funding every year on a 50% cost reimbursement.

The VAISALA AWOS is a fully configurable airport weather system that collects, processes and visually displays meteorological data on a continuous real-time basis. These reports consist of airport conditions, including altimeter, density altitude, temperature, dew point, wind speed, sky condition and visibility.

A multiple year Agreement for Aviation Support and Maintenance Services is executed with VAISALA per FAA requirement. At this time, the Ceilometer CL31 – a compact and lightweight instrument for cloud base height and vertical visibility measurements – needs replacement. A quotation in the amount of \$22,500 is presented for consideration and approval. It is also noted that all replacement parts are proprietary to VAISALA. Funding is available in the Airport’s Operating Budget for Fiscal Year 2016 through the RAMP Grant.

RECOMMENDATION:

Approve the Replacement of the CL31 Ceilometer Instrument on the VAISALA® Automated Weather Observing System (AWOS) in the Amount of \$22,500 at the South Texas International Airport at Edinburg.

REVIEWED BY:

PREPARED BY:

Debora Melvin, Airport
Manager

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

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

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

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



194 South Taylor Ave.
Louisville, CO 80027

**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order and Pricing Schedule**

Vaisala: Vaisala Inc. 194 South Taylor Ave. Louisville, CO 80027 Email: jennifer.clark@vaisala.com	Customer: South Texas International Airport (EBG) 1300 E FM 490 Edinburg, TX 78542 Email: dmelvin@cityofedinburg.com
---	---

This Order and Pricing Schedule is incorporated by reference into the **Agreement for Aviation Support and Maintenance Services** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is September 1, 2014.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Preventive Maintenance and Scheduled Service
<input checked="" type="checkbox"/> Equipment Restoration
<input checked="" type="checkbox"/> Data Service

Equipment (check as applicable)	Manufacturer/Model	Equipment (check as applicable)	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RVR	
<input type="checkbox"/> DME		<input type="checkbox"/> RWIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	Vaisala	<input type="checkbox"/> Markers	

Data Services (check as applicable)	
<input checked="" type="checkbox"/> AviMet Data Link	
<input type="checkbox"/> Navigator II	
<input type="checkbox"/> GLD 360 - Service Size:	N/A
<input type="checkbox"/> NLDN Stroke Data - Service Size:	N/A
<input type="checkbox"/> CLDN Stroke Data - Service Size:	N/A
<input type="checkbox"/> AviCast	

Fees		Contract Total: \$ 17,898.00
Annual Fee	\$ 5,966.00	billed annually
Unplanned Outage Fee	\$ NA	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ NA	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

Customer Test Equipment	Customer Spare Parts
NA	NA

Statement of Work and Additional Terms

Attachment 1: Vaisala Terms and Conditions
Attachment 2: Statement of Work Nav aids
Attachment 3: Statement of Work Data Services

Invoice Contact:	Airport Manager/Authority:
Name: <u>City of Edinburg</u>	Name: <u>Debra Melvin</u>
Address: <u>PO Box 1079 Edinburg, TX 78540</u>	Address: <u>1300 E FM 490 Edinburg, TX 78542</u>
Phone: <u>956-388-8204</u>	Phone: <u>956-292-2047</u>
Email: <u>dmelvin@cityofedinburg.com</u>	Email: <u>dmelvin@cityofedinburg.com</u>

Accepted and agreed to by the duly authorized signatories below.

Vaisala Inc.	
By: <u><i>Darcy Thomson</i></u>	By: <u><i>Debra Melvin</i></u>
Title: <u>NA Market Manger, Airports</u>	Title: <u>Airport Manager</u>
Date: <u>5/30/2014</u>	Date: <u>8/26/14</u>

**Attachment 1
VAISALA INC.****Agreement for Aviation Support and Maintenance Services Terms and Conditions****1. PURPOSE/SERVICES:**

1.1 Customer desires to engage Vaisala to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and Vaisala desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and Vaisala, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and Vaisala. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by Vaisala, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. Vaisala's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay Vaisala the amounts recited in the Order and Pricing Schedule.

2.2 Vaisala shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to Vaisala which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to Vaisala under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay Vaisala the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay Vaisala the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to Vaisala.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and Vaisala's written acceptance thereof and subject to mutually agreeable times, Vaisala will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to Vaisala for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in Vaisala's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay Vaisala the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by Vaisala, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice by Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur after the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to Vaisala shall be non-refundable.

4.2 In the event of a material breach by Customer, Vaisala shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to Vaisala's satisfaction. In the event the breach is cured to Vaisala's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, Vaisala may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and Vaisala shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur after the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 Vaisala warrants and represents that all Services provided by Vaisala shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, Vaisala warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 Vaisala represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, Vaisala shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. Vaisala shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate Vaisala in any manner, nor cause Vaisala to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VAISALA MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND VAISALA MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF VAISALA CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 Vaisala will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that Vaisala complies with Customer's security procedures. Vaisala shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. Vaisala agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by Vaisala under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 Vaisala's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to Vaisala in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from Vaisala's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless Vaisala, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that Vaisala shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where Vaisala, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Vaisala agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 Vaisala shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Vaisala's negligent Services in connection with the Agreement, including negligent Services, intentional acts or omissions of contractors, employees, consultants or agents of Vaisala; provided, however, that Customer shall not be indemnified, held harmless and/or defended by Vaisala in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Vaisala's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify Vaisala within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of Vaisala under this section are subject to the limits set forth in Section 6.6.

6.6 During the term of the Agreement and for a period of at least one (1) year after completion of Vaisala's obligations pursuant hereunder, Vaisala will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (d) Aviation Liability Insurance of US \$10 MILLION per occurrence. Vaisala shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY VAISALA HEREUNDER, VAISALA'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF AVAILABLE

INSURANCE COVERAGE AVAILABLE IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL VAISALA BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER VAISALA'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of Vaisala, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, Vaisala shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of Colorado, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.



194 South Taylor Ave.
Louisville, CO 80027

Attachment 2

AWOS and Navaid Maintenance Statement of Work

1. Description of Equipment Services

1.1. Preventive Maintenance consists of inspection, functional checks, adjustments, labor to replace failed components and cleaning in accordance with the equipment manufacturer's published guidelines and requirements.

1.2. Scheduled Service consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and/or by the FAA for non-Federal facilities in accordance with 14 C.F.R. Part 171 or JO 6560.31A as it may be modified or superseded from time to time.

1.3. Equipment Restoration. In the event of an unplanned equipment failure or outage, Vaisala shall commence restoration work within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.4. All services provided by Vaisala shall be performed by qualified field technicians having all required certifications and licenses required by the FAA, FCC, and OSHA. Vaisala will also maintain a full Aviation Product and Liability Insurance policy for the term of the contract.

1.5. Vaisala shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.6. Vaisala shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts - Nav aids

2.1. Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.

2.2. Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by Vaisala when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's inventory, Vaisala will provide such part(s) and invoice the Customer for the required part(s).

2.3. Vaisala and Customer agree that, as of the date of this Agreement, the lists of Customer Spare parts and Customer Test Equipment are accurate and complete.

3. Customer Responsibilities.

3.1. Customer shall be responsible for monitoring the status of the systems following maintenance by Vaisala;

3.2. Customer shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment;

3.3. Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement;

3.4. Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Customer may desire to cover any such loss or damage.;

3.5. Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement; and

3.6. Customer shall be responsible for maintaining the grounds and buildings associated with the NAV AIDs (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

3.7. Customer shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.



194 South Taylor Ave.
Louisville, CO 80027

Attachment 3

Data Services Statement of Work

1. Description of Data Services.

1.1. AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the FAA's Weather Message Switching Center Replacement ("WMSCR") System. Vaisala shall provide the AWOS observations to WMSCR in accordance with FAA specifications, every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week. Vaisala will activate service within one hundred twenty (120) days of receipt of the Effective Date.

1.2. NLDN Data Service - National Lightning Detection Network is a Vaisala owned and operated lightning detection service within the United States which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.3. CLDN Data Service - Canadian Lightning Detection Network is a lightning detection service within Canada which provides stroke lightning data measuring location, polarity, amplitude and multiplicity of cloud-to-ground lightning. Data service is provided (24) hours a day, (7) days per week, (365) days a year. Data coverage area is 100 nm around the designated airport.

1.4. GLD360 Data Service is a service which provides real-time lightning data for accurate and early detection and tracking of severe weather. The data provided by GLD360 is generated by Vaisala owned and operated worldwide network. Data service is provided (24) hours a day, (7) days per week, (365) days a year for the Service Size area shown on the Maintenance Agreement Summary.

1.5. Navigator II is a web-hosted service in which Vaisala hosts the software display for the RWIS RPU stations. Vaisala will poll the RPU data at a minimum every 20 minutes and display the information graphically on the airport specific site. The airport site will be available to users through any web browser. Vaisala will also provide all data communication services. Data will be archived by Vaisala.

THIS IS NOT AN ORDER
CITY OF EDINBURG - PURCHASE REQUISITION
(SEE REVERSE SIDE FOR PREPARATION INSTRUCTIONS)

ITEM	QUANTITY	UNIT	DESCRIPTION (MAKE, MODEL, SIZE, ETC.)	UNIT PRICE	EXTENSION
1	1		Ceilometer for AWOS Tower, DRW222589		\$ 22,500.00
			AWOS Vc/Vd CI31 Upgrade installation complete		
TOTAL					\$ 22,500.00

REQUISITION DATE 6/3/2016	DELIVERY DATE 6/24/2016	DELIVERY LOCATION 1300 E. FM 490 (AIRPORT)
DESCRIPTION OF USE: Replacement ceilometer for AWOS Tower.		REMARKS -- RECOMMENDATIONS (SUGGESTED VENDORS) VAISALA Inc. 194 South Taylor Ave. Loisville, CO 80027
FUND SOUTH TEXAS INTERNATIONAL AIRPORT		
DEPT. PUBLIC WORKS / AIRPORT		REQUESTED BY Debora Melvin Airport Manager
OBJECT TITLE MAINTENANCE-Other (RAMP)		APPROVED BY Tomas D. Reyna Assistant Director of Public Works
ACCOUNT NUMBER 12-5284-04720-00	AMOUNT \$ 22,500.00	VENDOR (PURCHASING USE ONLY)
TOTAL		CITY STATE:

Date
01-JUN-2016

Quoted By
Trosclair, Michael S

Buyer's reference
Debra Melvin

Last date of validity
30-AUG-2016

Sold To 1026804
SOUTH TEXAS INTERNATIONAL
AIRPORT AT EDINBURG
1300 E FM 490
Edinburg TX 78542
United States

Delivery address/notify 1026804
SOUTH TEXAS
INTERNATIONAL AIRPORT
AT EDINBURG
1300 E FM 490
Edinburg TX 78542
United States

Delivery Terms
FCA
Edinburg (Incoterms 2010)

Carriage by/via
Best Way

From/via
Boulder, US

Country of destination
United States

Terms of payment
Net Due in 30 Days

Delivery time

Pos	Description	Quantity	Unit Price	Discount%	Total Price USD
1	DRW222589 AWOS Vc/Vd CI31 Upgrade Installation Complete	1 EA	24,955.00	9.84 %	22,500.00
Subtotal (List Price)					24,955.00
Total Adjustment					-2,455.00
Subtotal (Selling Price)					22,500.00
Tax Due					TAX 0% 0.00
Tax Due					TAX 0% 0.00
Grand Total			USD		22,500.00

Important information

Vaisala's General Conditions

General Conditions of Sale, General Conditions of Service, and General License Conditions of Vaisala, available via the links below, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

<http://www.vaisala.com/DOC223577EN>

<http://www.vaisala.com/DOC223578EN>

<http://www.vaisala.com/DOC225649EN>

CL31 Ceilometer for Cloud Height Detection

The Vaisala Ceilometer CL31 is a compact and lightweight instrument for cloud base height and vertical visibility measurements. It detects three cloud layers simultaneously. The CL31 employs a pulsed diode laser LIDAR (light detection and ranging) technology. The CL31 is ideal for aviation and meteorological applications.

Measurement starts from ground level

The enhanced single-lens technology applied in the CL31 ensures excellent performance starting at a height of virtually zero. This is due to the strong and stable signal over the whole measurement range. The single-lens technology provides unsurpassed reliability during precipitation, low clouds and ground based obscurations, which are the most critical phenomena in aviation safety.

Fast measurement

Fast measurement helps to detect thin cloud patches below a solid cloud base. The CL31 provides a full backscatter profile for data visualization and research purpose.

The CL31 beam can be directed either vertically or tilted. The tilting option together with the novel optics design provides enhanced performance during precipitation by improving the protection given by the shield. In the measurement unit, a tilt angle sensor automatically corrects the measured cloud distance reading to vertical cloud base height.

Extensive self-diagnostics

The CL31 is fully automatic. In addition to cloud height data, the messages contain instrument status information based on comprehensive self-diagnostic routines. In case of a malfunction the diagnostics help users to identify the failed module. The CL31 features practical modularity and its easy-access door ensures fast servicing and high data availability.

Easy installation and maintenance

The CL31 is easy to install. It has a radiation shield that protects the unit during precipitation and against excessive heat or cooling in extreme temperatures. The automatic window blower with heater improves performance by keeping the window clean and dry. In cold conditions heating prevents frost generation on the window.



Vaisala Ceilometer CL31 measures cloud base height and vertical visibility in all weather - good or bad.

Features/Benefits

- Measurement range from 0 to 7.6 km (from 0 to 25,000 feet).
- Second-generation, advanced single-lens optics provides excellent performance also at low altitudes
- Reliable operation in all weather; unsurpassed performance in vertical visibility and cloud detection during precipitation
- Extensive self-diagnostics with fault analysis
- Modular design for easy installation and maintenance
- Fast measurement enables detection of thin cloud layers below a solid cloud base
- Latest technology from the world-leading manufacturer - based on the experience from more than 5000 installed Vaisala ceilometers worldwide

Technical Data

Performance

Measurement range	0 ... 25,000 ft. (7.6 km)
Reporting cycle	programmable, 2 ... 120 s
Reporting resolution	5 m/10 ft., units selectable
Distance measurement accuracy against hard target	greater of ± 1 % or ± 5 m
Laser	InGaAs diode, 910 nm
Eye safety	Class 1M IEC/EN60825-1

Electrical

Power (*	100/115/230 VAC $\pm 10\%$, 50 ... 60 Hz max. 310 W including heating
Interfaces	
data	RS232 / RS485 / Modem / LAN
maintenance	RS232
baud rate	
RS232 / RS485	300 ... 57,600
modem V.21, V.22	300 ... 1200
Back-up battery	Internal, 2 Ah

Data Messages

Cloud hits (up to 3 layers) and status information
Cloud hits, status and backscatter profile
Cloud hits and internal monitoring data
Emulation of CT12K, CT25K, LD-25/40
Sky Condition (optional)

Mechanical

Dimensions	
total	1190 x 335 x 324 mm
measurement unit	620 x 235 x 200 mm
Weight	
total	32 kg
measurement unit	13 kg
Tilt positions	Vertical or 12° tilted
Automatic window blower / heater	
Radiation shield and pedestal	
Service access through a door	
Optical filters for protection against direct sunlight	

Environmental

Temperature range	-40 ... +60 °C (-40 ... +140 °F) (Optional -55 ... +60 °C (-67 ... +140 °F))
Humidity	0 ... 100 % RH
Wind	55 m/s
Housing classification	IP66
Vibration	Lloyds Register / IEC60068-2-6 5 ... 13.2 Hz ± 1.0 mm 13.2 ... 100 Hz ± 0.79 mm
EMC	IEC/EN 61326
Electrical Safety	IEC/EN 60950

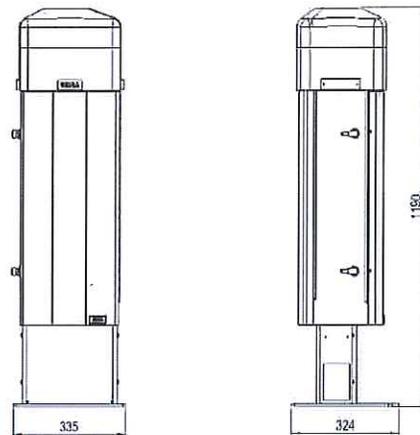
Accessories / Options (*)

Cable termination box Tembox-1200 with extra transient protection
PC maintenance cable QMZ101
Shock absorbing mounting pad CT35022 for ship installations
Modem DXL421
Attachment mechanics for radio modem antenna CLRADIOKIT
Graphical User Interface for Ceilometers CL-VIEW
Boundary Layer View Software for Ceilometers BL-VIEW
Bird deterrent device CL31BIRDKIT
Air Quality Plug and Play Package for Ceilometer CLAQPACKAGE with laptop and pre-installed functionality of CL- and BL-VIEW

(* Please specify power and optional accessories when ordering.)

Dimensions

Dimensions in mm



VAISALA

Please contact us at
www.vaisala.com/requestinfo



Scan the code for more information

Ref. B210415EN-D ©Vaisala 2015
This material is subject to copyright protection, with all copyrights retained by Vaisala and its individual partners. All rights reserved. Any logos and/or product names are trademarks of Vaisala or its individual partners. The reproduction, transfer, distribution or storage of information contained in this brochure in any form without the prior written consent of Vaisala is strictly prohibited. All specifications — technical included — are subject to change without notice.



www.vaisala.com

CONTRACTUALS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Authorizing the City Manager to Renew and Execute an Intergovernmental Cooperative Agreement with the Palm Valley Animal Center for the Operation of a Regional Animal Shelter, for the Period of October 1, 2016 through September 30, 2017. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

Since 1999, the City of Edinburg and the Palm Valley Animal Center (formerly the Upper Valley Humane Society) have had a cooperative agreement for the sheltering and processing of animals. The Animal Center is maintained twenty-four (24) hours a day and provides storage and care for all animals delivered to the shelter by the City of Edinburg Animal Control Officers.

The agreement outlines the cost for quarantined and overflow animals that the City will drop off at Palm Valley Animal Center. The cost for quarantined animals will continue at a cost of \$300.00 per animal. The cost for any other animal dropped off by the City will increase from \$110.00 to \$120.00.

This is a renewal of the current agreement which expires on September 30, 2016. The only notable change to the Intergovernmental Cooperative Agreement is the \$10.00 cost increase per animal dropped off by the City. See attached proposed Intergovernmental Cooperative Agreement.

RECOMMENDATION:

Approve Authorizing the City Manager to Renew and Execute an Intergovernmental Cooperative Agreement with the Palm Valley Animal Center for the Operation of a Regional Animal Shelter, for the Period of October 1, 2016, through September 30, 2017.

REVIEWED BY:

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

PREPARED BY:

Lt. Chad Dufner

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

/s/David White
David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



BOARD OF DIRECTORS

OFFICERS

- Carlos Yzaguirre, President
- Brent Baldree, Vice-President
- Keely Lewis, Secretary
- Jim Spence, Treasurer
- Brandon Wallace, Past-President

BOARD MEMBERS

- Steve Bentsen, DVM
- Daniel Galvan
- Amanda Gomez
- Bruce Gray, DVM
- Barbara Guerra
- Sonny Hildreth
- Joseph Holand
- John King
- Charles Meyer
- Neal Runnels

PAWS ADVISORY BOARD

- Adelle Bottom
- John Sigrist

DEVELOPMENT BOARD

- Brandon Hausenfluck
- Chris Cardenas
- Becky Guerra

City of Edinburg
PO Box 1079
Edinburg, Texas 78540

City Manager,

Enclosed, please find two proposed, signed copies of the 2016-2017 Intergovernmental Cooperative Agreement. The contract is essentially the same as the previous year, apart from a few possible formatting adjustments. Due to the increased costs required to provide high quality of care for the animals, we have increased the rate from \$110 to \$120 per animal delivered to the regional shelter if in partial contract.

I have sought to get the contract to you as early as possible in order to allow you time for budgetary considerations. If possible, I would like to have all municipal contracts completed by the 1st of September. If you prefer, you may sign the respective copies, scan and e-mail the document to me. The 2nd copy is provided for your convenience if you would prefer to use the traditional mailing route.

I am also available if you would like for me to make a presentation to your council or if you have any questions. Please let me know if I can be of any service to the City of Edinburg.

Respectfully,

Tim Ousley

Executive Director

Palm Valley Animal Center

The Laurie P. Andrews PAWS Center

tim@pvaonline.com

956-686-1141 Ext. 30

PAWS - 2451 N. US Expressway 281 Edinburg, TX 78541

P: (956) 720-4563 F: (956) 720-4515

PVAC - 2501 W. Trenton · Edinburg, TX 78539

P: (956) 686.1141 · F: (956) 687.8336 · www.pvaonline.com · info@pvaonline.com

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE OPERATION OF A REGIONAL ANIMAL SHELTER**

I.

Parties:

The Parties to this Agreement are **THE PALM VALLEY ANIMAL CENTER**, a Texas Non-Profit Corporation, hereinafter referred to as **The Animal Center**, whose principal place of business is on Trenton Road, in the City of Edinburg, Hidalgo County, Texas, and the **CITY OF EDINBURG**, governmental entity located in Hidalgo County, Texas, hereinafter referred to as **The City**.

II.

Purpose:

- A. *Whereas The Animal Center* has operated an Animal Adoption program and Regional Animal Shelter in Hidalgo County since 1983;
- B. *Whereas The City* desires to continue its participation in the ongoing operation of a Regional Animal Shelter in conjunction with *The Animal Center* and other governmental entities in Hidalgo County;
- C. *Therefore, The Parties* hereby mutually agree as set out below:

III.

The Animal Center agrees:

- A. To provide a facility which complies with all requirements of the Texas Health and Safety Code Chapter 823 and all other relevant regulations, for the operation of a Regional Animal Shelter
- B. To provide a Regional Animal Shelter for housing and care of any and all animals delivered to the Regional Animal Shelter by *The City*;
- C. To provide a program of mandatory spaying and neutering of all animals adopted from the Regional Animal Shelter in accordance with Chapter 828 of the Texas Health and Safety Code;
- D. To maintain the Regional Animal Shelter on a 24-hour basis with an assistance shelter manager on call 24-hours a day for shelter emergencies;

- E. To maintain office hours Monday through Saturday from 10 a.m. to 6 p.m. and 10 a.m. to 4 p.m. on Sunday;
- F. To notify *The City* of the date, time and location of all meetings of *The Animal Center's* Board of Directors. A representative of *The City* is welcome to attend all board meetings. Any representative of *The City* who wishes to be placed on the agenda to address the board must notify the Animal Center in writing 48 hours in advance of the meeting. Any action taken by *The Animal Center* shall be at the Sole discretion of the Board of Directors.
- G. To provide a logbook where each Animal Control Officer can note any complaint as well as the date and time the complaint was made. The Shelter manager will then investigate complaints and respond to the Animal Control Officer as soon as reasonably possible;
- H. To provide an area where *The City's* Animal Control Officer may rinse out waste material from their trucks after dropping off animals;
- I. To accept responsibility for the acts and/or omissions of employees of the Regional Animal Shelter while acting within the course and scope of their employment and hold *The City* harmless from any claims resulting from those acts and/or omissions;
- J. To accept responsibility for the condition and operation of the Regional Animal Shelter and hold *The City* harmless from any claims resulting from that condition and operation;
- K. To maintain during the life of this Agreement a policy of liability insurance in an amount equal to the value of the Regional Animal Shelter and its contents;
- L. *The Animal Center* expressly denies any liability for the acts and/or omissions of the employees or agents of *The City* and for the capture and transportation of animals to the Regional Animal Shelter until such animal is actually in the care, custody and control of *The Animal Center*; and
- M. To provide monthly statements to *The City* setting out the total number of animals received in the preceding month and the total amount due from *The City*.
- N. *The Animal Center* shall provide *The City* (Landfill) with prompt and immediate written notification of any animal which is being held under quarantine that is suspected to have any communicable diseases or is being held for public health concerns as being a potential carrier of any communicable disease; moreover those animals which will be euthanized and disposed in a manner other than by cremation.

- O. *The Animal Center* shall work with *The City* to segregate from the current animal disposal stream those animals euthanized which, meet the criteria listed above for quarantined and/or suspected carriers of communicable diseases. More specifically those that have tested positive for the same. Once euthanized, this animal(s) shall be individually double bagged, sealed and cold stored in a puncture resistant bag for a period no less than that necessary for the test results to be communicated back to *The Animal Center* and *The City*. If the animal has tested positive the bag shall be labeled accordingly; *The Animal Center* shall provide 24 hour written notice of its need to dispose of an animal meeting the criteria listed above and must receive written prior authorization for delivery to the City owned Landfill; the Animal must be transported and disposed by *The Animal Center* to a location prescribed by *The City* and its Landfill. At no point, in this process, will City crews be utilized to transport, move and/or dispose of any animal meeting the criteria listed above. Furthermore, at no point during this process may bodily fluids be present, visible or leaking from the sealed bags; if such issues occur *The City* will reject the load for acceptance until such time as the issue is rectified to the City's preference. All communication for this paragraph shall be done via fax, Attention: Elizabeth Munoz, Landfill Office Manager to 956-292-2064 (Edinburg Landfill).
- P. For all other animals which have been euthanized and are not part of the segregated group; *The Animal Center* shall individually bag, seal and cold store in a heavy duty plastic bag these animal(s) until such time as they are to be loaded for transport unto City owned roll-offs. At no point during this process may bodily fluids be present, visible or leaking from the sealed bags; if such issues occur *The City* will reject the roll-off for transport until such time as the issue is rectified to the City's preference.
- Q. *The Animal Center* will pay the sum of \$19.50 per cubic yard of disposal for all animals delivered in city owned roll-offs. This sum is all inclusive of all fees and charges. The City will add an additional charge of \$15.00 per container liner delivered. For all other animals delivered that meet the criteria outlined for segregation and are delivered by *The Animal Center*; the center will pay the sum of \$50.00 per animal, this includes all fees and charges.

IV.

The City agrees:

- A. To pay the sum of Three Hundred (300.00) Dollars per quarantined animal and One Hundred Twenty (120.00) Dollars per animal delivered to the Regional Animal Shelter during the term of this Agreement on or before the 15th day of the month in which a statement is received from *The Animal Center*;
- B. To deliver all animals designated by the authority of *The City* to the Regional Animal Shelter in a safe and humane manner;

- C. To provide disinfectant to each of its Animal Control Officers delivering animals to the Regional Animal Shelter for use during the rinsing out of *The City's* trucks;
- D. To require each Animal Control Officer to clean up the rinse out area after cleaning their trucks so that the area is ready for the next user;
- E. To train each Animal Control Officer in the proper preparation of the necessary paperwork when dropping off animals at the Regional Animal Shelter;
- F. To provide training to *The City's* new Animal Control officers for the safe and humane control of animals in accordance with Chapter 829 of the Texas Health and Safety Code;
- G. To deliver to the Regional Animal Shelter any animal required to be quarantined by the Texas Health and Safety Code that is not quarantined at a veterinary clinic or allowed to be home confined by the City's Local Rabies Control Authority;
- H. To designate *The Animal Center* as an authorized Local Rabies Control Authority representative for *The City*;
- I. To permit *The Animal Center* to dispose of any animal quarantined pursuant to this Agreement as it sees fit in accordance with the Texas Health and Safety Code requirements.

V.

The failure of *The City* to pay the sums required in Part IV, A, above, within 30 days of billing by *The Animal Center*, shall terminate shelter privileges for *The City* until said sums are paid, unless otherwise agreed in writing by the Parties.

VI.

This Agreement shall only be amended by written mutual agreement of the Parties. This Agreement contains all of the terms of the agreements of the Parties. This Agreement shall be in effect for one year, starting from October 1, 2016 through September 30, 2017.

VII.

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 nonbinding mediation.

The mediation must be concluded within any period mutually agreed upon by the parties but in no event not later than within forty-five (45) days after written notice is given by either party of its

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

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.

VIII.

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

IX.

The City, at its own expense, may audit the financial records of *The Animal Center* from time to time from the latest fiscal year for transactions involving expenditures of funds from *The City*, arising under this contract. The audit shall not extend to all transactions of *The Animal Center*, but only to those transactions, which relate directly to services provided to *The City*. At the written request of *The City*, *The Animal Center* will furnish *The City* with a copy of *The Animal Center's* budget which relates to the expenditure of funds of *The City* arising under this contract. *The Animal Center* agrees to reasonably cooperate with audit inquiries relating to such budget and expenditures arising out of this contract.

IN WITNESS THEREOF, *The City* and *The Animal Center* have executed this agreement as of the date first above written.

ATTEST:

City of Edinburg, Texas

By: _____

By: _____

Title: City Secretary _____

Title: _____

Palm Valley Animal Center



Tim Ousley, Executive Director

Approved as to form:

Palacios, Garza & Thompson, P.C.

City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Authorizing the City Manager to Execute the New Department of Homeland Security Supplemental Lease Agreement Amending the Lease for the US Customs User Fee Facility at the South Texas International Airport at Edinburg. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

In reviewing the International Passenger Processing User-Fee Lease between the City of Edinburg and the United States of America, for the real property located at South Texas International Airport, Edinburg, Texas, it was noted that although the lease had been executed since 2012, the build-out of the space had not been finished and CBP was not occupying the space. Therefore, the five-year lease term had not actually started.

The suggestion from Susan Hansen, the Contracting Officer who had originally executed the lease, was to execute a lease amendment changing the dates to better reflect when the occupancy started. The amendment changes the commencement date for the lease to April 1, 2016, and extend the full term to March 31, 2021.

RECOMMENDATION:

Approve Authorizing the City Manager to Execute the New Department of Homeland Security Supplemental Lease Agreement Amending the Lease for the US Customs User Fee Facility at the South Texas International Airport.

REVIEWED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
CityAttorney

PREPARED BY:

Debora Melvin, Airport
Manager

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

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

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

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

<p style="text-align: center;">DEPARTMENT OF HOMELAND SECURITY SUPPLEMENTAL LEASE AGREEMENT</p>	<p style="text-align: center;">SUPPLEMENTAL AGREEMENT No. 1</p>	<p style="text-align: center;">DATE</p>
<p>ADDRESS OF PREMISES: General Aviation Facility South Texas International Airport Edinburg, TX 78539</p>	<p>TO LEASE NO: HSBP-1111-L-DA00256</p>	
<p>THIS AGREEMENT, made and entered into this date by and between City of Edinburg, whose address is: City of Edinburg c/o South Texas International Airport 1300 E. FM 490 Edinburg, Texas, 78539</p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to reflect the actual commencement date. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective <u>April 1, 2016</u> as follows:</p> <p>Paragraph B. Term is amended to read: "3. To have and to hold, for the term commencing on April 1, 2016, and continuing through March 31, 2017, and from year to year thereafter for up to five (5) years, but not beyond March 31, 2021. The Government may terminate this lease in whole or in part at any time by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."</p> <p>All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR:</p> <p>BY _____ (Signature) _____ (Title)</p> <p>IN THE PRESENCE OF (witnessed by):</p> <p>_____ (Signature) _____ (Address)</p>		
<p>UNITED STATES OF AMERICA, Department of Homeland Security.</p> <p>BY _____ (Signature) Dennis H. Haessig Contracting Officer CBP FOF</p>		

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
HSBP-1111-L-DA00256

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 4,000 SF net rentable square feet for international passenger processing located at the South Texas International Airport at Edinburg, Edinburg, Texas for occupancy not later than 12/1/12 for a term of 1 year and year to year but not beyond 12/1/17. Rentable space must yield a minimum of 4,000 SF of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishings, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS _____

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided 24 hours daily including Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- ~~g. The Lessor shall complete any necessary alterations within _____ days after receipt of approved layout drawings.~~
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|--|---|---|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) _____ |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY _____ | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>As Needed</u> | Space <u>As Needed</u> | Public Areas <u>As Needed</u> |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SRV. & SUPP. | Frequency <u>As Needed</u> | | |

6. OTHER REQUIREMENTS

Site Plan, GSA Form 3517A General Clauses, GSA Form 3518A Representations and Certifications, Free Space Lease Questionnaire and GSA Form 3831 ACH Vendor Misc. Payment Enrollment Form.

Note: The following CBP documents have been provided to the City of Edinburg, Texas with the understanding the new General Aviation Facility will be constructed in compliance with requirements specified in each document:

1. Project Facility Understanding Agreement, signed by City of Edinburg on 7/14/11
2. CBP Airport Technical Design Standards, version August 2006
3. Summary of Space Requirements Form - Edinburg, Texas GAF
4. Voice Data Communications Room Requirements, version June 6, 2009
5. Edinburg Airport Minimum Security Requirements, dated June 22, 2011

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (include ZIP Code) General Aviation Facility South Texas International Airport at Edinburg, Edinburg, Texas	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) Per Construction Documents
	c. SQ. FT. RENTABLE <u>4,000</u> ABOA _____ Common Area Factor _____	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE International Arrivals Processing

B. TERM

3. To have and to hold, for the term commencing on December 1, 2012 and continuing through November 30, 2013 and year to year for up to five (5) years but not beyond November 30, 2017. The Government may terminate this lease in whole or in part at any time on or after November 30, 2012 by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$1.00/year	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO City of Edinburg, 415 West University, P.O. Box 1079, Edinburg, Texas 78540
6. RATE PER MONTH 0.00		

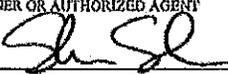
9a. NAME AND ADDRESS OF OWNER (include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
Ramiro Garza Jr., City Manager, City of Edinburg, 415, West University Drive, P.O. Box 1079, Edinburg, Texas 78540

9b. TELEPHONE NUMBER OF OWNER (956) 388-8207

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
 OWNER AUTHORIZED AGENT OTHER (Specify) City Manager

11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) **Shawn Snider**

11b. TITLE OF PERSON SIGNING
City Manager, City of Edinburg, Texas

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 

11d. DATE
4/24/12

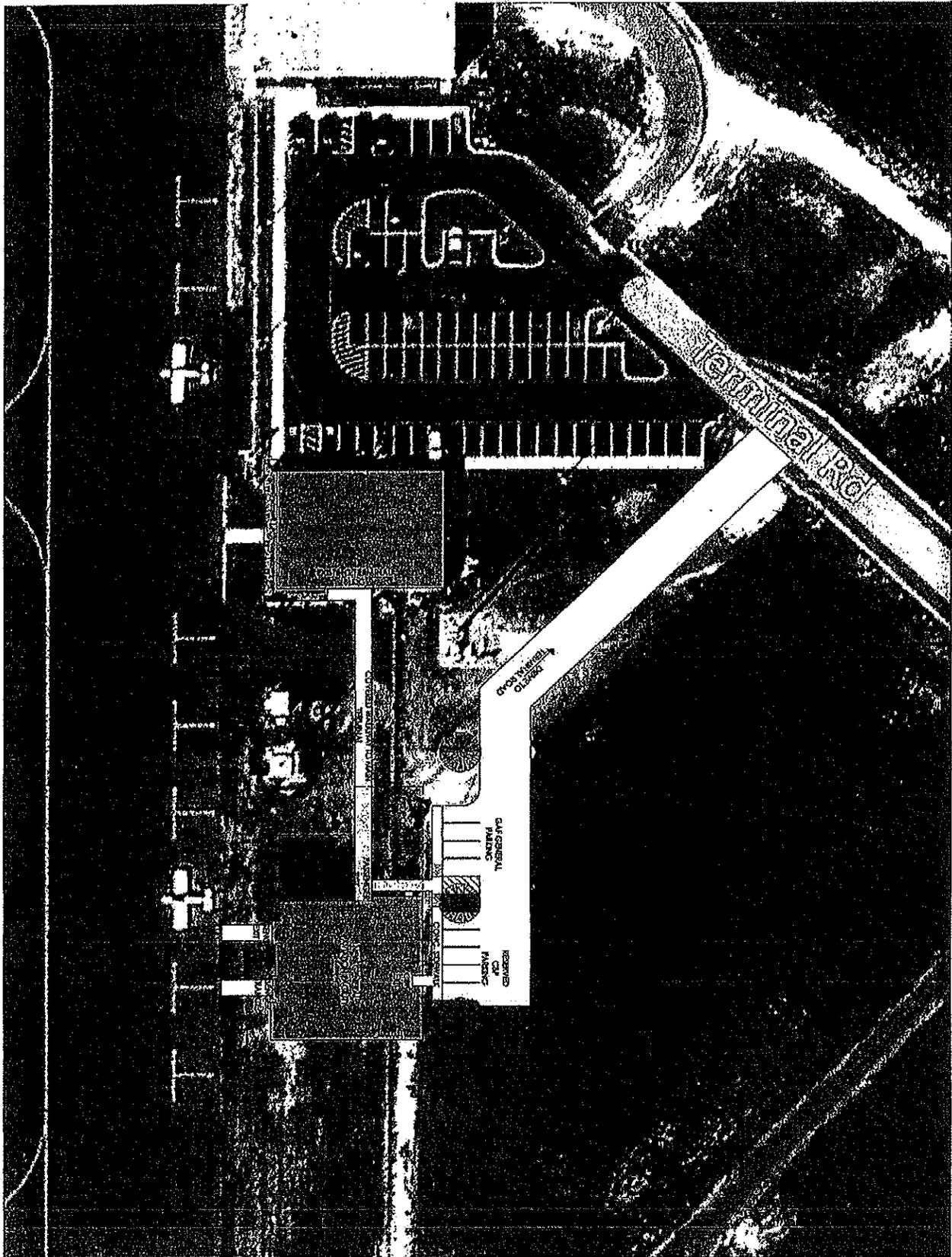
PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

N/A.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Susan S. Hansen	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 7/26/2012
--	--	-----------------------



SITE PLAN

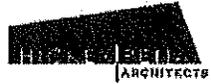


ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

EDINBURG ECONOMIC DEVELOPMENT CORP.
EDINBURG GENERAL AVIATION FACILITY
 1500 E. #1A 490
 EDINBURG, TEXAS 78542



409 N. 10th St.
 Edinburg, TX 78542
 P 361.733.8125
 F 361.733.8126
 www.edinburgtx.com



**GENERAL CLAUSES
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
 - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.)
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
 - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.)
 - FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
 - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
 - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

INITIALS:

SS
LESSOR

&

[Signature]
GOVERNMENT

GSA FORM 3517A PAGE 1 (REV 11/05)

- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Applicable to leases over \$10,000.)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Applicable to leases over \$10,000.)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS
OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
- FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$2,500.)
- GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
- GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
- FAR 52.233-1 DISPUTES (JUL 2002)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over
\$500,000.)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: SS & [Signature]
LESSOR GOVERNMENT

GSA FORM 3517A PAGE 2 (REV 11/05)

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number	Dated
--	---------------------	-------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
 - (1) The Offeror represents as part of its offer that it is, is not a small business concern.
 - (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
 - (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
 - (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
 - (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: SS & [Signature]
LESSOR & GOVERNMENT

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: SS & [Signature]
LESSOR & GOVERNMENT

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: 74600714
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
 - Name _____
 - TIN _____

6. 52.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

INITIALS: SS & [Signature]
LESSOR & GOVERNMENT

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 140204509

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
- Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
Shawn Snider	Shawn Snider, City of Edinburg 415 W University Edinburg, TX 78539	956-388-8297
	 Signature	<u>4/24/12</u> Date

INITIALS: SS & SA
LESSOR & GOVERNMENT

**U.S. CUSTOMS AND BORDER PROTECTION
MEMORANDUM OF AGREEMENT**

USER FEE FACILITY PROGRAM

Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The purpose of this agreement is to designate the following location and its defined adjoining facilities as eligible for such services under the conditions set forth herein.

Facility Name: South Texas International Airport at Edinburg
Location: 1300 East FM 490
Edinburg, Texas 78542

The above-named facility shall be considered to be the "person" using U.S. Customs and Border Protection services, as the term is applied in Section 236 of P.L. 98-573. In accordance with the requirements of Section 236(c) of the law, a determination has been made that the volume of business anticipated at the facility, and defined adjoining facilities, is insufficient to justify the availability of unreimbursable inspectional services.

U.S. CUSTOMS AND BORDER PROTECTION OFFICE LOCATION DEFINED

For purposes of determining reimbursable travel costs, identify the physical address of the proposed U.S. Customs and Border Protection office, if different from the location named above.

Same as above

U.S. CUSTOMS AND BORDER PROTECTION LOCATIONS DEFINED

Specify below any other locations (other than the facility itself) at which U.S. Customs and Border Protection services would be expected: (i.e., define all adjoining or adjacent facilities, such as Foreign Trade Zones).

None

GEOGRAPHIC BOUNDARIES OF SERVICE DEFINED

Service may only be provided at the mutually agreed upon location listed below. A plat highlighting the service boundaries may also be attached.

Please see the attached layout.

FACILITY STANDARDS

Entities requesting U.S. Customs and Border Protection services must meet and maintain U.S. Customs and Border Protection facility standards. Facilities that fail to maintain Customs and Border Protection facility standards will be subject to a 120-day notice terminating this agreement. If applicable, an Agriculture Compliance Agreement must also be maintained.

U.S. CUSTOMS AND BORDER PROTECTION RESPONSIBILITIES

U.S. Customs and Border Protection has determined that at the time of the signing of this agreement 1 full-time officer(s) will be required at this facility. U.S. Customs and Border Protection services will be provided as specified below. Any service provided outside these hours may be subject to overtime and/or premium pay. The full cost of overtime service and/or premium pay will be paid by the facility and at the rates prescribed by Section 267 of Title 19, United States Code, as amended. In the event U.S. Customs and Border Protection has to provide a Customs and Border Protection Officer(s) to replace the regularly assigned officer(s) during the established shift by a temporary replacement due to sick leave, annual leave, transfer, travel, and/or training, then the facility agrees to bear any and all costs and expenses associated with such replacement including but not limited to transportation, relocation and/or per diem costs for personnel brought from other locations. The work schedule that has been agreed to is as follows:

Weekly Work Schedule Monday-Friday

Hours of Service from 7 a.m. until 4 p.m.

In the absence of required inspectional services, U.S. Customs and Border Protection may assign other duties to the officer at another location.

ADJUSTMENT TO LEVEL OF SERVICE

During circumstances that may arise, U.S. Customs and Border Protection reserves the right to adjust the level of service provided to address high alert security situations, special events or other circumstances as needed. Permission to land may be denied if sufficient personnel are not available. Billing adjustments will be made to reflect adjustments to the level of service.

FACILITY RESPONSIBILITIES

Base Fee

The facility agrees to reimburse U.S. Customs and Border Protection for the full-year cost of each officer. The base fee for each full-time officer is currently \$140,874 for the first year and \$123,438 for succeeding years. This amount is subject to change. All base salary changes will reflect the costs of services being provided which includes all salary and benefit costs, and all administrative overhead costs.

The facility agrees to pay all cost-of-living allowances, if applicable. Fees will be increased for all adjustments and changes in the rate of pay and allowances mandated by legislative and regulatory requirements.

Additional Fees

The facility agrees to reimburse all travel, transportation, relocation, and per diem costs incurred by U.S. Customs and Border Protection in performing regular inspectional duties or for personnel to be brought to the facility from other locations for internal control verifications, special enforcement activities, training, etc., as may be necessary. If authorized by law, relocation costs may be incurred by the facility authority upon termination of the MOA by either party.

The facility agrees to reimburse all ADP costs, including equipment purchase, installation, connectivity, maintenance and the cost of upgrading and replacing equipment on a schedule determined by U.S. Customs and Border Protection.

Payment of Fees

All of the above-mentioned expenses will be determined in accordance with generally accepted accounting principles and standards. The annual fee will be billed in quarterly installments. The initial payment is due 15 days prior to the service date of this agreement. Any cost-of-living allowance, travel, per diem, transportation, relocation, and any other variable expense will be collected after it is incurred, and will be invoiced as an adjustment to the next quarterly installment.

If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. In the event of termination, all costs incurred by U.S. Customs and Border Protection, which have not been reimbursed, will become immediately due and payable. Interest on unpaid fees will accrue based on current U.S. Treasury borrowing rates. The facility authority may file a protest under 19 U.S.C. §1514 for any charges it believes to be excessive or incorrectly included in the bill provided by U.S. Customs and Border Protection. Any protest must be filed within 180 days of receipt of the bill sent by U.S. Customs and Border Protection. If a protest is filed, the procedures set forth in 19 C.F.R. Part 174 must be followed.

Facilities

The facility authority requesting services must satisfy U.S. Customs and Border Protection facility standards before submission of this agreement. The standards are specified in the Airport Technical Design Standards for Passenger Processing, the Cruise Terminal Design Standards, the Physical Security policy of U.S. Customs and Border Protection and any applicable combination or revision. Prior to submission of this agreement, the U.S. Customs and Border Protection Field Office that oversees the facility will inspect the facility and verify whether the standards are met. Facilities that do not meet facility standards after initial approval will be subject to a 120-day termination notice. U.S. Customs and Border Protection reserve the right to update the facilities standards as necessary.

Secure space must be provided for the U.S. Customs and Border Protection officer to inspect baggage and store seized items. The space provided to and occupied by U.S. Customs and Border Protection personnel must remain under the control of the facility that is entering into this agreement.

ADP Equipment

U.S. Customs and Border Protection have specific requirements for software, computers, printers, file servers, data cabling, and connectivity to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will be responsible for ordering and installing a frame relay data connection from your facility to the U.S. Customs and Border Protection National Data Center. The Office of Information and Technology will develop the automated equipment configuration, determine the cost for this ADP equipment, and procure and install the ADP equipment based on the number of officers at this facility. The facility will be responsible for the procurement and installation of all data cabling components required for connectivity of the ADP equipment according to OIT provided specifications.

The facility will be billed for the purchase of the ADP equipment, the one-time charges for the network installation, and the annual recurring costs for equipment maintenance and network connectivity. This ADP equipment and network will be covered under U.S. Customs and Border Protection maintenance agreements. Equipment problems and network outages must be reported to the U.S. Customs and Border Protection Help Desk by the Port Director. Upgrades to the ADP equipment will be required on a schedule determined by U.S. Customs and Border Protection (every 3 years). The facility will retain ownership of this equipment.

Third Party Charges

If the facility seeks reimbursement by the individual users of the U.S. Customs and Border Protection services provided, for example air carriers, the facility agrees to set and periodically review its rates to ensure that they are in accord with the U.S. Customs and Border Protection services provided.

SERVICE DATE

Service will begin on a date determined by U.S. Customs and Border Protection. Billing will coincide with the actual start of service.

ANNUAL REVIEW OF AGREEMENT (MOA)

This agreement is subject to annual review. U.S. Customs and Border Protection will conduct an annual review of this agreement to ensure that the requirements are being met. U.S. Customs and Border Protection will issue a termination notice if the annual review indicates that the terms and requirements of this agreement are not being met.

TERMINATION OF AGREEMENT

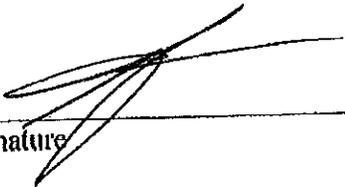
This agreement may be terminated by either party upon 120 days written notice for any reason. If any amounts due U.S. Customs and Border Protection under the terms of this agreement are not paid within 90 days of billing, the agreement will be automatically terminated. If national security, defense, safety or other interests are at risk, as determined by the Port Director, the agreement may be terminated immediately without prejudice to the filing of a new application. Notice of termination will be provided in writing setting forth the reasons for such action. Any immediate termination may be appealed in writing within 30 days to the Director, Field Operations where the facility is located.

AUTHORIZATION (TWO COPIES WITH ORIGINAL SIGNATURES ARE REQUIRED)

Agreement to these terms is attested by the signatures below.

Pedro Salazar, EEDC Executive Director

Name and Title, Port Authority



Signature

01-26-2011

Date

Commissioner
U.S. Customs and Border Protection

Date

NON-DISCLOSURE AGREEMENT

I, Pedro Salazar, an individual official, employee, consultant, or subcontractor of or to City of Edinburg (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:

PS

Protected Critical Infrastructure Information (PCII)

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:

PS

Sensitive Security Information (SSI)

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:

PS

Other Sensitive but Unclassified (SBU)

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name: Pedro Salazar	Government/Department/Agency/Business Address Edinburg Economic Dev. Corp. 602 W. University Dr. Edinburg, TX 78539	Telephone Number: (956) 383-7124
--------------------------------------	--	-------------------------------------

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name: Nelda T. Ramirez	Government/Department/Agency/Business Address Edinburg Economic Dev. Corp. 602 W. University Dr. Edinburg, TX 78539	Telephone Number: (956) 383-7124
---	--	-------------------------------------

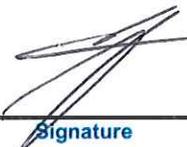
Signature:



U.S. Customs and Border Protection
 Office of Administration
 Facilities Management and Engineering
 Field Operations Facilities
 150 Westpark Way Suite 300
 Euless, TX 76040

**Project Facility Understanding Agreement
 South Texas International Airport at Edinburg, Texas User Fee Project**

1. We understand the facility will be designed in accordance with the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP"), **Airport Technical Design Standards, Passenger Processing Facilities 2011**, (copy to be provided by CBP at Project Kick-Off meeting), and understand these are the minimum facility design requirements and are intended to be used as a guideline. Any additional facility requirements required by local, state or federal law, code, standards or statute must be incorporated into the **South Texas International Airport at Edinburg, Texas** facility ("facility").
2. We understand the facility will be provided by the **South Texas International Airport at Edinburg, Texas** ("airport authority") at no cost to the government and will be constructed as a "turn-key" project. A turn-key project includes, but is not limited to: complete design and construction documents, interior and exterior construction, finishes, signage, furniture, security systems (based on **CBP Security Standards** – to be provided by CBP at the Kick-Off Meeting), emergency power supply, computers, data networking and cabling, phone and data lines. The facility shall be complete, fully operational, inspected by all applicable parties and ready for occupancy by CBP personnel.
3. We understand the facility must be adequately maintained (i.e. all monthly utilities, phone and data service, housekeeping, maintenance, finishes) at the airport authority's expense.
4. We understand that complete design and construction documents must be submitted, reviewed and approved by all CBP points of contact in writing prior to proceeding to the next stage in the design and construction process. We understand the complete design of the Information Technology Infrastructure and Equipment (based on **CBP Voice/Data Communications Room Requirements, 2009** – to be provided by CBP at Kick-Off Meeting), procurement, installation and cost will be by the **South Texas International Airport at Edinburg, Texas**.
5. We understand that CBP points of contact (POC) are to include the Field Operations Facilities Project Manager, Area Port Director (or its' designee) and Laredo Field Office Mission Support Specialist.

Pedro Salazar		Executive Director EEDC	7/14/11
Print Name	Signature	Title	Date

Print Name	Signature	Title	Date
------------	-----------	-------	------

Free Space Lease Questionnaire

Section I: Location, Owner/Agent Information, Management Information.

1. Location:

- a. Building Name: **South Texas International Airport at Edinburg Customs Facility**
- b. Physical Address (including zip code):
1300 E. FM 490
Edinburg, Texas 78542
- c. Mailing Address if other than above:
P.O. Box 1079
Edinburg, Texas 78540

2. Owner or Authorized Agent:

- a. Name: City of Edinburg / Edinburg Economic Development Corporation
- b. Address: 602 W. University Drive Edinburg, Texas 78539
- c. Point of Contact/Title: Pedro Salazar, Executive Director EEDC / Port Authority
- d. Telephone: (956) 383-7124
- e. Fax: (956) 380-2738
- f. Email Address: pedro@edinburgedc.com

3. Property Management Company:

- a. Name: City of Edinburg – South Texas International Airport
- b. Address: 1300 E. FM 490 Edinburg, Texas 78542
- c. Point of Contact/Title: Debora Melvin, Airport Manager
- d. Telephone: (956) 292-2047 | (956) 522-3580
- e. Fax: (956) 292-2016
- f. Email Address: dmelvin@cityofedinburg.com

INITIALS: PS. & _____
LESSOR GOVERNMENT

Section II: General Facility Information.

4. General Facility Information.

a. Description of Premises:

- i. Function of Building: Customs Passenger Processing Facility
- ii. Number of Floors:
- iii. Year Building Constructed: Proposed 2011/2012
- iv. Type of Construction: New Construction to comply with Airport Technical Design Standards (ATDS) for Passenger Processing Facilities 2011
- v. Level(s) of Floor(s) being offered in lease:
- vi. Room Numbers being offered in the lease:
- vii. Live Floor Load:
 1. Office Space:
 2. Storage Areas:
 3. Other:
- viii. Floor Plan Provided? Yes/No (circle one)
- ix. Lessor Must Submit "As Built" Drawings in the formats listed below within 30 days after occupancy.
 1. Hard Copy Reproducible Format.
 2. PDF Format.
 3. CAD File.

b. Accessibility.

- i. Buildings in which space is offered for lease shall be accessible to and usable by handicapped individuals.
- ii. The building shall have at least one accessible main entrance.
- iii. One accessible toilet for men and women.
- iv. An accessible drinking fountain and an accessible path of travel for a person in a wheelchair throughout the space.
- v. If above ground floor space is offered, then the building shall also have an accessible elevator.
- vi. The space will be inspected by the Government and Offerors will be advised of the necessary work.
- vii. A copy of our accessibility specifications is available upon request.
- viii. Accessibility of Building:
 1. Entrance: Yes/No (circle one).
 2. Ramps: Yes/No (circle one).
 3. Side Walks: Yes/No (circle one).
 4. Curbs: Yes/No (circle one).
 5. Parking: Yes/No (circle one).
 6. Elevators: Yes/No (circle one).
 7. Stairs: Yes/No (circle one).
 8. Drinking Fountains: Yes/No (circle one).
 9. Toilet Facilities: Yes/No (circle one).
 10. Lavatory: Yes/No (circle one).
 11. Accessories: Yes/No (circle one).
 12. Urinals: Yes/No (circle one).
 13. Signage
 - a. Directional: Yes/No (circle one).

c. Room Identifier: Yes/No (circle one).

c. Parking Provided:

- i. Number of Reserved Parking Spaces to be furnished for use by Official Government Vehicles:
 1. Quantity:
 2. Inside/Outside (circle one).
- ii. Number of Reserved Parking Spaces to be furnished for use by Government Employee Vehicles:
 1. Quantity:
 2. Inside/Outside (circle one).
- iii. Number of Reserved/General (circle one) Parking Spaces to be furnished for use by Visitors:
 1. Quantity:
 2. Inside/Outside (circle one).
- iv. Number of Reserved/General (circle one) Parking Spaces to be furnished for use by Handicapped:
 1. Quantity:
 2. Inside/Outside (circle one).

d. Toilet Facilities:

- i. Separate facilities for men and women each floor? Yes/No (circle one).
- ii. Travel Distance Not To Exceed 150'? Yes/No (circle one).
- iii. Adequate Fixtures/Accessories? Yes/No (circle one).
- iv. Showers Provided? Yes/No (circle one).
- v. Locker Rooms Provided? Yes/No (circle one).
- vi. Fitness Center Access/Provided? Yes/No (circle one).

e. Drinking Fountains:

- i. One Chilled Fountain Provided Per Floor. Yes/No (circle one).
- ii. Travel Distance Not To Exceed 150'? Yes/No (circle one).

f. Elevators:

g. Quantity:

h. Operation:

- i. Automatic
- ii. Manual

i. Type:

- i. Passenger
- ii. Freight

j. Inspection:

- i. Date of Last Annual Inspection:

Section III: Services, Utilities, Lighting, Telecommunications/Power, and Office Space Alterations.

5. Services:

- a. Cleaning (Janitorial) Service:
 - i. Provided Yes/No (circle one)
 - ii. Daily/Weekly
- b. Carpet Cleaning
 - i. Provided Yes/No (circle one)
 - ii. Frequency?
- c. Trash
 - i. Provided Yes/No (circle one)
 - ii. Daily/Weekly
- d. Maintenance
 - i. Provided Yes/No (circle one)

6. Utilities:

- a. Utilities (including heating and cooling) available twenty four hours a day? Yes/No.
- b. Utilities are available on a scheduled basis? Yes/No (provide schedule).
- c. HVAC:
 - i. Heating, Ventilation, and Air-Conditioning Systems are Required to:
 - 1. Conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction with regards to employee and equipment spaces.
 - 2. Control humidity levels with regard to tenant satisfaction with regards to employee and equipment spaces.
 - 3. Lessor shall perform any necessary systems start up to meet the commercially equivalent temperature levels prior to the first hour of each days operation.
 - 4. These temperatures must be maintained through the leased premises and service areas, regardless of outside temperatures, during the governments working hours (am to pm unless otherwise amended).
 - 5. HVAC must be made available to CBP while any staff is on site. This may include evenings, weekends, or a twenty four hour basis.
 - ii. Specifications:
 - 1. Heating
 - a. Type:
 - i. Forced Air
 - ii. Water
 - iii. Steam
 - b. Fuel:
 - i. Electric
 - ii. Oil
 - iii. Gas

- iv. Other
- 2. Cooling
 - a. Type
 - i. Central
 - ii. Package
 - iii. Window
 - b. Fuel:
 - i. Electric

7. Lighting:

- a. Modern, Diffused, Fluorescent Fixtures.
- b. Fixtures Shall Produce and Maintain a Lighting Level of 50 Foot Candles at Working Surfaces.

8. Telecommunications/Electrical:

- a. Lessor Shall Provide Telephone Outlets and Electrical Outlets at Locations to be determined by the Government. Yes/No (Circle One).
- b. Lessor Shall Provide Telephone Service Free Of Charge? Yes/No (Circle One).
- c. General Use Outlets, and all outlets required per code are to be provided by the Lessor at no cost to the Government.

9. Office Space Alterations:

- a. Lessor Allows Alterations to Space. Yes/No (circle one).
- b. Future Alterations are the Responsibility of the Lessor. Yes/No (circle one).
- c. CBP has permission to install computer cable and make necessary electrical modifications for installation? Yes/No (circle one).

INITIALS: P.S. &
LESSOR GOVERNMENT

Section IV: Terms and Conditions of Space Offered: The Government shall have access to lease space at all times, including the use of elevators, toilets, lights, utilities, and small business machines without additional payment.

10. Delineation of Premises.

- a. Net Useable Space Offered in Sq. Ft.
- b. Office Space in Sq. Ft.
- c. Storage Space in Sq. Ft.
- d. Loading Dock in Sq. Ft.
- e. Lunch/Break Room in Sq. Ft.
- f. Other in Sq. Ft.

11. Date the Space is Available: Summer 2012

12. Occupancy Type:

13. Twenty Four Hour Access Provided? Yes/No (circle one).

14. Facility I.D. required for CBP Staff? Yes/No (circle one).

15. Other Special Conveyance? Yes/No (circle one, provided detail).

16. Space will be provided free of charge? Yes/No (circle one).

17. All Utilities including water, electricity, heating, cooling are included in the rent? Yes/No (circle one).

18. All maintenance is included in the rent? Yes/No (circle one).

19. All Supplies including lamps, bulbs, replacement ballasts, etc., cleaning and toiletries are included in the rent? Yes/No (circle one).

20. Rent will be \$ 0 year/month or rent \$ 0 per sq. ft. per year (note type of measurement used for quoted rent).

21. Fire and Safety Requirements:

- a. Buildings in which space is offered for lease will be evaluated based on requirements of the U.S. Customs & Border Protection (CBP) fire and safety standards.
- b. The space will be inspected by the Government and offerors will be advised of the necessary work to meet these requirements.
- c. Equivalent or alternate means of protection, as required by applicable standards, shall be approved by the Director, Facility Center, Indianapolis, Indiana.
- d. A copy of the fire safety standards is available upon request.

INITIALS: PS & _____
LESSOR GOVERNMENT

22. Asbestos

- a. No asbestos-containing fireproofing or insulation on building structures, acoustical treatment, molded or wet-applied ceilings or wall finishes, /decorations, whether friable or non-friable, will be permitted. If present, such materials must be removed by the successful offeror prior to occupancy by the Government.
- b. No friable asbestos-containing boiler lagging or insulation is acceptable. If present, such materials shall be removed, encapsulated or enclosed.
- c. Post-asbestos-abatement air monitoring requirements are to be complied by the lessor when applicable.
- d. All offerors are subject to the asbestos inspection and testing provisions specified in paragraph 7 of the attached GSA Form 3517 (General Clauses).

23. Lessor must ensure that the space is currently in compliance, and kept in compliance with all local and federal codes.

INITIALS: PS & _____
LESSOR GOVERNMENT

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider Authorizing City Manager to Execute an Inter-local Agreement Between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of Two Tracts of Land Comprising 2.614 Acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas Located at the Southeast Intersection of Trenton Rd. and US HWY 281 (I-69C) in the amount of \$1,707,990 and the Cost for the Appraisal and Survey in the amount of \$5,750 Plus All Closing Cost. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

City staff is recommending City Manager to Execute an Inter-local Agreement between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of property located at the South East Corner of the Intersection at Trenton Road and US Expressway 281 (I-69C) to the Edinburg Economic Development Corporation for economic development.

The Edinburg Economic Development Corporation agrees to participate by providing funding for the property in the amount not to exceed \$1,707,990 for the property, \$5,750 for appraisal & Survey cost, and any and all related fees for conveyance of the property.

RECOMMENDATION:

Authorize City Manager to Execute an Inter-local Agreement Between the City of Edinburg and The Edinburg Economic Development Corporation for the Conveyance of Two Tracts of Land Comprising 2.614 Acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas Located at the Southeast Intersection of Trenton Rd. and US HWY 281 (I-69C) in the amount of \$1,707,990 and the Cost for the Appraisal and Survey in the amount of \$5,750 Plus All Closing Cost.

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/ 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

REAL ESTATE APPRAISAL REPORT -
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SEC US 281 and Trenton Road	ROW CSJ: 0255-08-103
Property Owner: State of Texas	District: Pharr District
Address of Property Owner: Austin, Texas	Parcel: Tracts 1 & 2
Occupant's Name: None	Federal Project No: N/a
Whole: <input type="checkbox"/> Partial: <input checked="" type="checkbox"/> Acquisition	Highway: US 281 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is \$1,707,990 as of July 20, 2015, based upon my independent appraisal and the exercise of my professional judgment; on July 20, 2015 (date)(s), I personally inspected in the field the property herein appraised; I afforded State of Texas, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection The owner is the client for this appraisal. No contact letter was sent.; the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or before July 20, 2015 date)(s); I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? no (yes or no)
2. If so, is the denial of direct access material? not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature
John H. Malcom, Jr., MAI, CCIM, SR/WA
Certification Number - 1320239-G
July 22, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.	
Reviewing Appraiser	Date



USPAP REQUIREMENTS AND EXECUTIVE SUMMARY

Scope of Work

Scope of Work defined: Scope of Work is defined as the type and extent of research and analysis in an assignment.¹

The Scope of Work Rule requires an appraiser to complete the following three elements in performing and communicating the results of an appraisal:

- Identify the problem to be solved
- Determine and perform the scope of work necessary to develop credible assignment results, and
- Disclose the scope of work in the report.

Scope of work includes, but is not limited to the following considerations:
The extent to which the property is identified,
The extent to which tangible property is inspected,
The type and extent of data researched, and
The type and extent of analysis applied to arrive at opinions and conclusion.

This appraisal is prepared for the Texas Department of Transportation. The problem to be solved is to estimate the current 'As Is' market value for asset management purposes. The intended use is for marketing purposes, to assist in determining an acceptable value for surplus land. This appraisal is intended for the use of the client, Texas Department of Transportation, their authorized advisors and persons authorized in the review and appraisal approval process. Use of the report by others, for any reason, is not intended.

Scope of Work

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary or a description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and a survey for the acquisition area prepared by Jesse Fuentes, RPLS on November 25, 2014.

¹ Uniform Standards of Professional Appraisal Practice, 2014-2015 Edition. *The Appraisal Foundation*.
Page 1.1

Inspection: The appraised property includes a tract of land that is owned as part of the right of way system for US 281 at Trenton Road. My observation of the property included a view from US 281 and Trenton Road. In addition, I walked and drove a portion of the property.

Market Area and Analysis of Market Conditions: A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use Analysis: A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Valuation Analyses

Cost Approach: A cost approach was not applied as in the absence of improvements, the cost approach is not applicable.

Sales Comparison Approach: A sales approach was applied as for unimproved land, the sales comparison approach is the primary valuation method. It represents the actions of market participants and is considered the most reliable valuation method.

Income Approach: An income approach was not applied as in this market area, land capitalization is not a reliable valuation method.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- The appraised property is part of the right of way for US 281. The appraisal is prepared based on the extraordinary assumption that the property can be conveyed as a separate economic unit and that no additional right of way will be required if the property is subdivided or a building permit is requested within the next 6 months.

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Tracts 1 & 2

Local Address: SEC US 281 and Trenton Road

Date Taken: July 20, 2015

Taken By: John H. Malcom, Jr.

1. Point from which taken: Tract One (east side) Looking: west across subject property



2. Point from which taken: East boundary of property Looking: West across property and Trenton Road. US 281 overpass visible in background



3. Point from which taken: Trenton Road (north side) - Looking: South across Tract One



4. Point from which taken: Trenton Road (north side) - Looking: South across Tract Two



5. Point from which taken: US 281 - Looking: East across access road to Tract Two



6. Point from which taken: US 281 Access Road - Looking: North along US 281, subject property on right



Market Area Analysis

A market area can be a portion of a larger community in which there is a homogenous group of inhabitants, buildings, and business enterprises in which inhabitants have a more casual community interest and a similarity of economic levels or cultural backgrounds. Market area boundaries may consist of well-defined natural or man-made barriers or they can be more or less well defined such as by district change in land use. They may be devoted to such uses as residential, commercial, agricultural, or a mix of uses. Analysis of the market area in which a particular property is located is important due to the fact that the various economic, social, political, and physical forces which affect that market area also directly affect the individual properties within it.

Market Area and Property Characteristics

The subject area extends along and off of US Expressway 281 in southern Edinburg and into portions of the neighboring communities of Pharr and McAllen. Area boundaries extend west from Cesar Chavez Road, south from SH 107, north from FM 495, and east McColl Road. Within this area, US Expressway 281 or I-69C is one of the primary transportation arteries in Hidalgo County and carries correspondingly high traffic counts.

Commercial development in this area of Edinburg is concentrated along US Expressway 281 and SH 107 which are the two primary traffic arteries through the City. Along SH 107, or University Drive, the highest concentration of commercial development is noted for the area between US 281 and McColl Road. The University of Texas-RGV anchors the northern end of the area with the main campus located at SH 107 or University Drive and Sugar Road. Commercial development extends south from SH 107 along Business 281 and US 281 to the southern City Limits at Owassa Road. Recent development is noted at US 281 and Trenton Road where the Shoppes at Rio Grande Valley include a multi-anchors shopping center at the northwest corner of the intersection, 2 new car dealerships at the northeast corner, a proposed HEB grocery store at the southwest corner of the intersection and a US Customs and Border Patrol headquarters at US 281 and just south of Trenton Road.

Within the defined area, the highest population density is in the western section which has better access to City utility services. The primary population growth has been west and southwest for Edinburg with the boundaries between the communities of McAllen, Pharr and Edinburg and becoming less noticeable as development density increases.

Moving east from the more highly developed areas, population density decreases significantly as subdivisions transition from City sewer services to on-site septic systems and typical home sites increase to a minimum of half acre lots.

Demographic information is included for a 3 mile radius extending from the appraised property.

Population Trends

In the identified area, the current year population is 69,445. In 2010, the Census count in the area was 64,030. The rate of change since 2010 was 1.56% annually. The five-year projection for the population in the area is 75,892 representing a change of 1.79% annually from 2015 to 2020. Currently, the population is 48.2% male and 51.8% female. The median age is 29.8 years as compared to 37.9 years for the US, 34.3 for the State of Texas, and 28.8 for Hidalgo County.

Time Period	3 Mile Radius
2000 Population	45,198
2010 Population	64,030
2015 Population	69,445
2020 Population (projection)	75,892
2000-2010 Annual Rate	3.54%
2010-2015 Annual Rate	1.56%
2015-2020 Annual Rate	1.79%
2015 Male Population	48.2%
2015 Female Population	51.8%
2015 Median Age	29.8 years

Housing Trends

Currently, 60.4% of the 22,523 housing units in the area are owner occupied; 31.3%, renter occupied; and 8.4% are vacant. Currently, in the U.S., 55.7% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.6% are vacant.

In 2010, there were 20,671 housing units in the area - 61.5% owner occupied, 29.8% renter occupied, and 8.7% vacant. The annual rate of change in housing units since 2010 is 3.89%.

Median home value in the area is \$131,177, compared to a median home value of \$200,006 for the U.S. In five years, median value is projected to change by 5.46% annually to \$171,113.

Employment

Total Businesses:	2,541
Total Employees:	31,907
Total residential population:	69,445
Employee/Residential Population ratio:	0.46 : 1.0

In the current year, the occupational distribution of the employed population is:

- 56.1 percent in service jobs
- 18.2 percent in retail trade
- 4.6 percent in finance, insurance, and real estate
- 6.4 percent in government
- 14.7 percent in agriculture, construction, manufacturing, transportation, communication, utility, wholesale trade, and other

Income Trends

Current median household income is \$45,554 in the area, compared to \$53,217 for all U.S. households. Median household income is projected to be \$53,418 in five years, compared to \$60,683 for all U.S. households.

Current average household income is \$61,990 in this area, compared to \$74,699 for all U.S. households. Average household income is projected to be \$70,536 in five years, compared to \$84,910 for all U.S. households.

Current per capita income is \$18,607 in the area, compared to the U.S. per capita income of \$28,597. The per capita income is projected to be \$21,226 in five years, compared to \$32,501 for all U.S. households

Household Income	Subject Area	Hidalgo County	Texas	United States
Median - Current	\$45,554	\$34,176	\$53,616	\$53,217
Average - Current	\$61,990	\$49,737	\$74,999	\$74,699
Per Capita - Current	\$18,607	\$14,107	\$26,940	\$28,597

HOUSEHOLDS BY POVERTY STATUS

	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
HOUSEHOLDS BY POVERTY STATUS				
Total	18,845	100.0%	620	
Income in the past 12 months below poverty level	4,095	21.7%	376	
Married-couple family	1,267	6.7%	225	
Other family - male householder (no wife present)	267	1.4%	83	
Other family - female householder (no husband present)	1,467	7.8%	238	
Nonfamily household - male householder	519	2.8%	162	
Nonfamily household - female householder	575	3.1%	122	
Income in the past 12 months at or above poverty level	14,751	78.3%	586	
Married-couple family	9,384	49.8%	531	
Other family - male householder (no wife present)	550	2.9%	151	
Other family - female householder (no husband present)	2,330	12.4%	315	
Nonfamily household - male householder	1,357	7.2%	202	
Nonfamily household - female householder	1,130	6.0%	198	

Population by Education

Educational attainment is reported for persons age 25 and older. This is the traditional age by which most people have completed their formal education, although a trend has developed in recent years for persons to return for schooling past age 25. Still, these figures provide a picture of the general educational level of the population. Educational attainment is usually associated with income.

The distribution of the educational attainment level of the population aged 25 years or older in the market area is estimated as follows:

Subject - 3 Mile Radius	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT				
Total	37,275	100.0%	1,512	
No schooling completed	1,132	3.0%	234	
Nursery School	0	0.0%	0	
Kindergarten	0	0.0%	0	
1-4th Grade	1,448	3.9%	239	
5-8th Grade	3,413	9.2%	392	
Some High School	3,743	10.0%	413	
High School Diploma	7,405	19.9%	789	
GED	1,713	4.6%	314	
Some College	7,212	19.3%	649	
Associate's degree	2,023	5.4%	290	
Bachelor's degree	6,599	17.7%	517	
Master's degree	1,849	5.0%	289	
Professional school degree	376	1.0%	125	
Doctorate degree	361	1.0%	107	

The same profile for Hidalgo County indicates the following information:

HIDALGO COUNTY				
POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT				
Total	375,303	100.0%	179	
No schooling completed	15,287	4.1%	796	
Nursery to 4th grade	25,509	6.8%	1,190	
5th and 6th grade	38,111	10.2%	1,426	
7th and 8th grade	21,738	5.8%	1,185	
9th grade	21,521	5.7%	1,151	
10th grade	10,976	2.9%	863	
11th grade	11,843	3.2%	852	
12th grade, no diploma	7,107	1.9%	605	
High school graduate, GED, or alternative	90,974	24.2%	1,939	
Some college, less than 1 year	17,265	4.6%	976	
Some college, 1 or more years, no degree	42,355	11.3%	1,523	
Associate's degree	15,511	4.1%	921	
Bachelor's degree	40,111	10.7%	1,463	
Master's degree	10,880	2.9%	670	
Professional school degree	4,405	1.2%	463	
Doctorate degree	1,710	0.5%	260	
Source: U.S. Census Bureau, 2005-2009 American		Reliability: high mediu low		

The two charts indicate that educational attainment was considerably higher in the subject market area than in Hidalgo County as a whole. As an example, the percentage of persons 25 years and older with a college or professional school degree in the subject market area was 30.1% as compared to 19.4% for the County as a whole. In the subject area 26.1% of the population over the age of 25 had less than a high school education. This compares to 40.5% for Hidalgo County and around 20% for the United States as a whole.

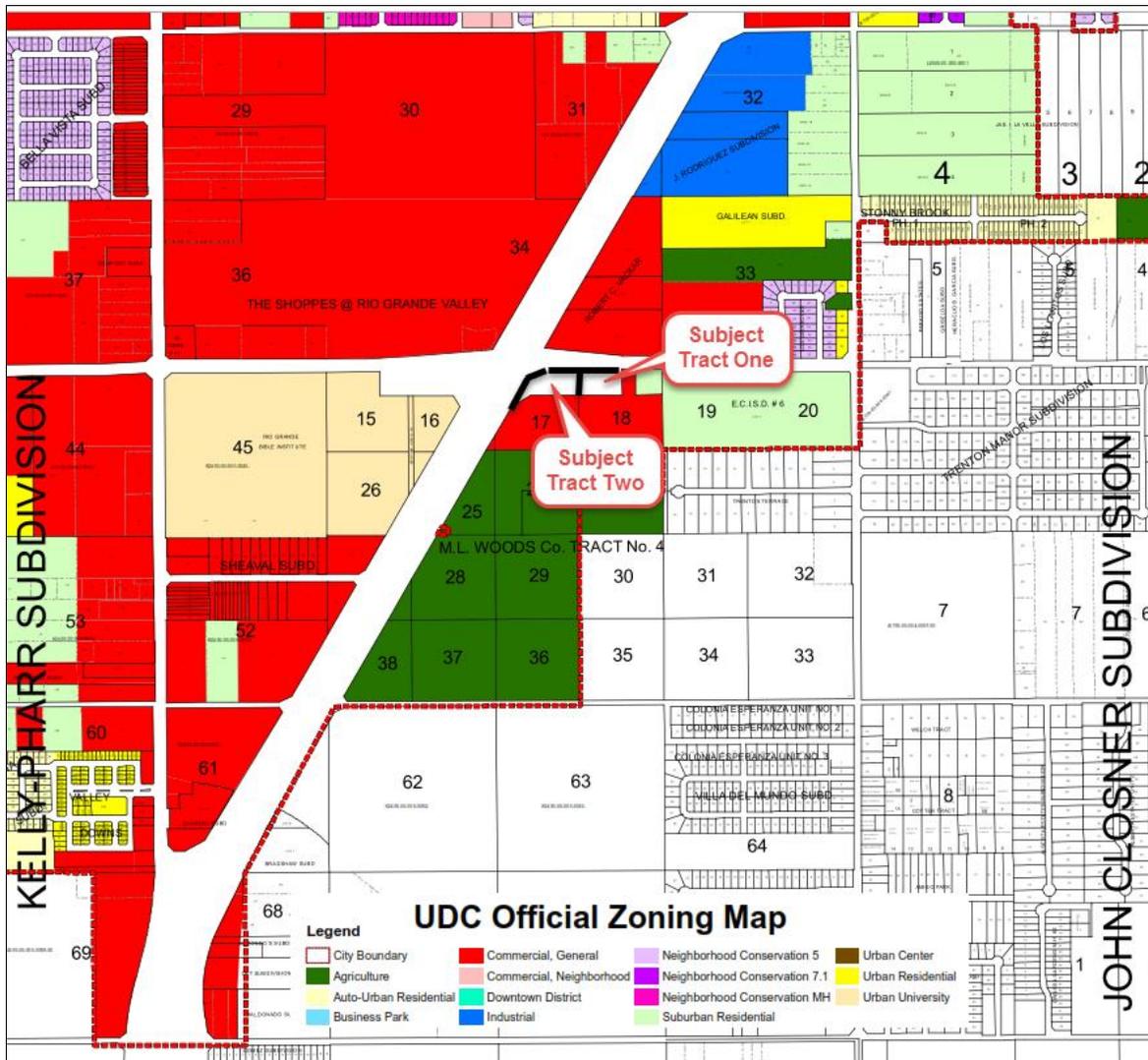
Market Area Conclusion

As development occurs within the urban areas, new subdivisions will be developed in areas where utilities have been extended. For this reason, much of the land that has not been developed within the market area will not be available for development within the near future. The amount of land developed within a given area will be determined by local supply and demand. To some extent, suitable land that has access to utilities is a commodity that will be developed at the lowest price to fulfill market demand.

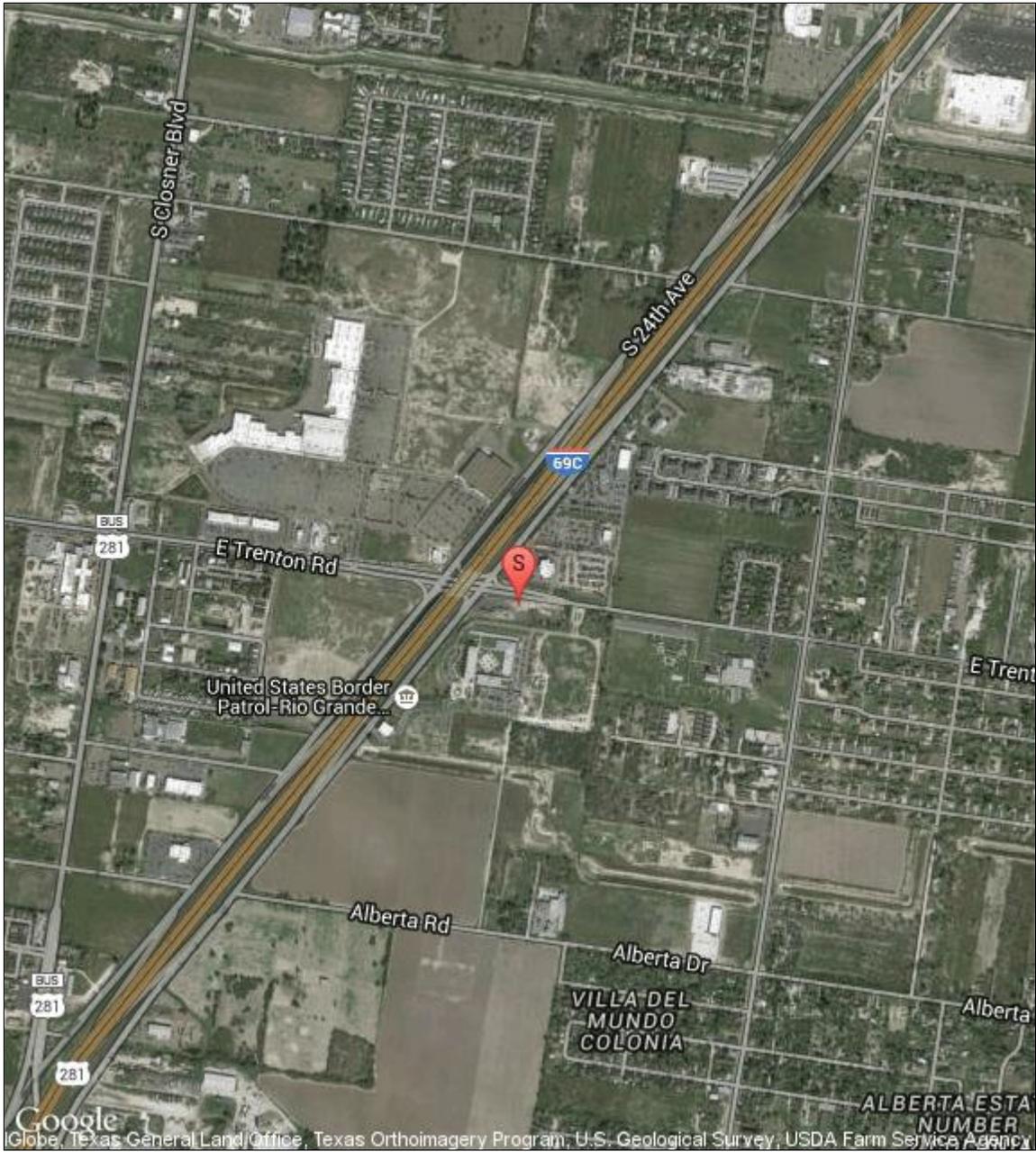
Within the immediate market area, increased development can be anticipated, especially for the areas with the best availability of utilities. The subject area reflects the demographic attributes of the Rio Grande Valley with higher income levels and higher educational attainment than Hidalgo County and the Valley as a whole. The Rio Grande Valley and Hidalgo County both fall below the State of Texas and the United States in terms of wage and income as well as and employment.

Continued growth and increased density of development is anticipated for the subject area. There is a large amount of land available for development. The rate of growth may be limited by the available infrastructure. Increased development density is anticipated as land is absorbed for residential use. As the residential population base expands in the area, additional commercial development can be anticipated to follow.

Edinburg Zoning Map



Location Map – Parcel Tracts 1 & 2



SITE DESCRIPTION – WHOLE PROPERTY

Location:	The subject property is located along the southeast corner of US 281 and Trenton Road, Edinburg, Texas.
Current Use of the Property:	Surplus right of way for US 281.
Legal Description – Whole Property:	A 1.192 acre tract identified as Tract One and a 1.422 acre tract identified as Tract Two out of Blocks 17 and 18, M.L. Woods Company Tract No. 4, as recorded in Volume 5, Page 51, Map records Hidalgo County, Texas. The property is more particularly described in the survey and property descriptions included as an exhibit in this report.
Site Size:	Total: 2.6140 acres; 113,866 square feet Usable: 2.6140 acres; 113,866 square feet The survey identifies two tracts totaling 2.6140 acres. No easements are identified and the gross and useable land areas are the same.
Shape:	The site is irregular in shape and is composed of two non-contiguous tracts that are divided by a 40' right of way. The eastern tract which is identified as Tract One is 1.192 acres with 300.04' of frontage along Trenton Road and 159.59' along the west boundary which extends along the 40' right of way. The western tract is identified as Tract Two and is 1.422 acres with 338.49' (less clip corner) along Trenton Road and around 264' (less clip corner) along US 281. The combined land area is 2.614 acres with 264' of frontage along US 281 (less clip corner) and 638.6' of non-contiguous frontage along Trenton Road.
Frontage/Access:	The subject property has average access with frontage as follows: <ul style="list-style-type: none">• US 281: 264.00 feet• Trenton Road; 638.6 feet The site has an average depth of 159.50 feet. It is a corner lot.
Visibility:	Average
Topography:	The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities: Electricity: Electricity
Sewer: city sewer
Water: city water
The subject's utilities are typical and adequate for the market area. The property is within the City Limits of Edinburg and water and sewer service is extended to adjoining properties.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood Zone B or X-500, which is not classified as a special flood hazard area.

FEMA Map Number: 4803380035E
FEMA Map Date: June 6, 2000

FEMA maps indicate the entire site is located in a Zone B or X-500 flood zone. This is not a special flood hazard area.

Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements: No easements are identified on the property survey and non were observed during the site visit. Please reference Limiting Conditions and Assumptions.

Site Analysis & Comments Site utility is average and typical for the community. The appraised property includes a tract of land that is part of the right of way for US 281. It is considered to be surplus property and is appraised as a separate economic unit.

Assessment and Taxes

Tax information has been searched to determine current assessed value and tax rates from the County Appraisal District for 2015.

Taxing Authority City of Edinburg, Drainage District #1, Hidalgo County, South Texas College, Edinburg ISD, South Texas School District

Assessment Year 2015

Comments No tax account has been identified for the subject property. Properties owned by governmental or quasi-governmental entities are typically assessed subject to EX-XV exemptions. The exemption relates to property owned by this state or a political subdivision of this state that is exempt from taxation if the property is used for public purposes. The taxing entities and tax rate reflects information obtained for an adjoining property.

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total	Tax Rate	Taxes
No account Identified	\$0	\$0	\$0	\$2.79470	\$0

Zoning

LAND USE CONTROLS

Zoning Code	NA, Not currently zoned
Actual Density of Use	NA, unimproved, no building improvements
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Change Likely	As a severed tract and as a separate economic unit it is likely that the property will be zoned for General Commercial use.
Zoning Change Description	None known
Set Back Distance	Based on General commercial zoning the setback requirements include 25' for the front setback and 10' for the rear setback.
Side Yard Distance	Side yard setback requirements for General Commercial use are 8' to 10'.
Zoning Comments	If zoned for General Commercial use, the ordinance requires a minimum lot area of 10,000 to 20,000 square feet, minimum frontage of 50' and a maximum building height of 45' to 50' depending on the proposed use. Most commercial uses are either permitted uses or a possible use based on a limited use review or a special use review.

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.²

Physically Possible: The appraised property offers approximately 2.6140 acres of land. The property has frontage, visibility, and exposure along US 281 and also along Trenton Road. The site is located in a Zone B or X-500 Flood Insurance Rate area. Zone B or X-500 is not a special flood hazard area and flood insurance is not required.

The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site. Tract shape is rectangular and the site offers sufficient size and shape for a variety of possible uses. Physically possible uses include single or multi-family use along with various commercial and light industrial uses. Development patterns in the area are for residential and institutional or municipal use.

Legally Permissible: The property is inside the City Limits but is not zoned. It is located in the City of Edinburg extra-territorial jurisdiction and the City will have jurisdiction regarding plat approval if the property were to be subdivided.

Financially Feasible: Financially feasible uses are limited to considerations that are both physically possible and legally permissible. The site is located in an area where land values have escalated beyond acceptable levels for most residential uses. US Expressway 281 (a/k/a US 69C) and Trenton Road both carry significant traffic volumes and provide convenient connections to most areas of Hidalgo County. The property is in the Edinburg City Limits. It is currently part of the right of way for US 281 and road right of way is not zoned by the city. Commercial use is the primary land use along US 281 and Trenton Road.

Maximally Productive: The maximally productive use for the site is that which develops the greatest sustainable value for the land. The property is in the Edinburg City Limits and City services have been extended to the property. The maximally productive use is for future commercial use.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is Commercial use: The appraised property is located along the intersection of US 281 and Trenton Road in Edinburg, Texas. City utility services are extended to the property but not connected. Topography is near level and the property is located in flood zone 'X-500' which is not a special flood hazard area. Since the property is currently part of the right of way for US 281 it is not currently zoned. Adjoining property is zoned for General Commercial use and a similar zoning can be anticipated for the subject. Highest and best use is for commercial use.

Highest and Best Use as Improved

Not applicable, the property is unimproved.

SURVEY DESCRIPTION –page 1 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 – 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas; for the POINT OF BEGINNING and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.59 feet to a point for the north corner of this tract,

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract;

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the POINT OF BEGINNING, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building 4, Suite 154, 12100 Park 35 Circle, Austin, Texas 78751 (512) 239-5262

METES AND BOUNDS DESCRIPTION – page 2 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 – 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a ½" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set for the **POINT OF BEGINNING** and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 356.51 feet to a ½" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the **POINT OF BEGINNING**, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

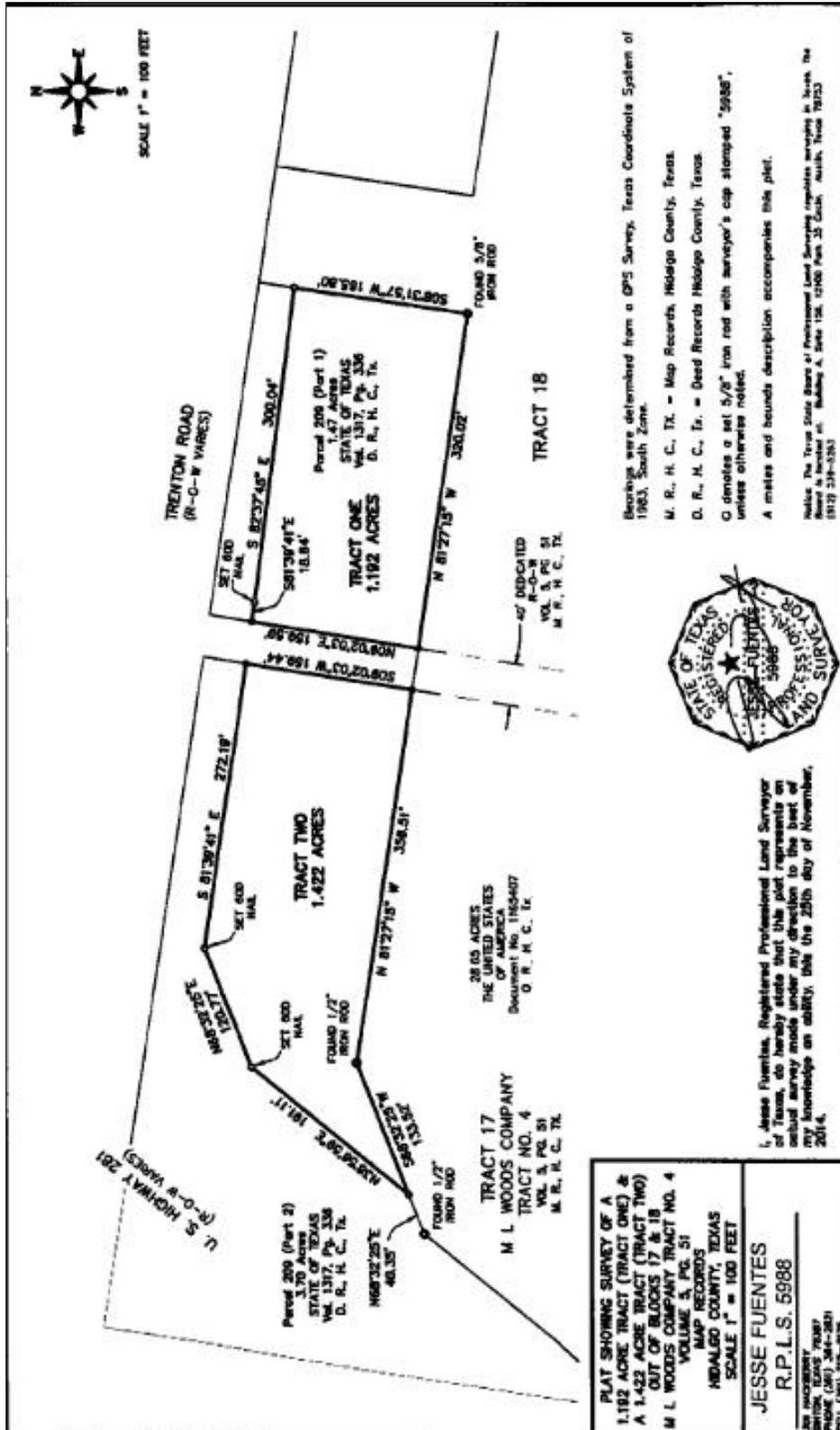
I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "Jesse Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 25 Circle, Austin, Texas 78757 (817) 226-8267



VALUATION SECTION

SITE VALUATION – SALES COMPARISON APPROACH

In site valuation, the Sales Comparison Method of valuation is preferred. This method calls for the comparing, weighing and relating of known land sales with the site under appraisal. Elements of comparison include property rights conveyed, financing terms, conditions of sale, date of sale, location, and physical characteristics as needed.

In the sales comparison approach, a direct comparison method of valuation will be utilized. The direct comparison will rely on abstraction or allocation of individual adjustments to reconcile differences between the appraised property and the comparable sales. Each comparable will be adjusted for location and various physical conditions and an adjusted value developed for comparison with the subject.

The following represents a presentation and discussion of data and resultant value conclusion for the property.

Land Comparables

I have researched four comparable sales for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. The comparable sales are summarized on the following pages.

Comparable	Address	Date	Current Use	Depth
Comparable	City	Price	Price per Land SF	Acres
1	Trenton Road, W/Sugar Road Edinburg	5/20/14 \$562,500	Vacant \$10.51	290 1.229
2	121 Trenton Rd Edinburg	12/13/13 \$1,488,009	Vacant \$15.50	261 2.24
3	Business 83 & Ware Road (SEC) McAllen	1/8/15 \$1,333,299	Unimproved \$16.55	332 1.85
4	Trenton Road E/US 281 Edinburg	9/13/13 \$1,029,776	Vacant \$958,320.00	220 1.0745

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4				
Address	SEC US 281 and Trenton Road	Trenton Road, W/Sugar Road	121 Trenton Rd	Business 83 & Ware Road (SEC)	Trenton Road E/US 281				
City	Edinburg	Edinburg	Edinburg	McAllen	Edinburg				
State	Texas	Texas	Texas	Texas	Texas				
Date	7/29/2014	5/20/2014	12/13/2013	1/8/2015	9/13/2013				
Price	\$0	\$562,500	\$1,488,009	\$1,333,299	\$1,029,776				
Land SF	113,866	53,535.00	95,998.00	80,586.00	46,808.00				
Land SF Unit Price	\$0.00	\$10.51	\$15.50	\$16.55	\$22.00				
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Bank	0.0%	Bank	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Arm's Length	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Expenditures After Sale		\$0.00	\$0.00	\$0.00	\$0.00				
Adjusted Land SF Unit Price		\$10.51	\$15.50	\$16.55	\$22.00				
Market Trends Through	7/29/14	0.0%	0.0%	0.0%	0.0%				
Adjusted Land SF Unit Price		\$10.51	\$15.50	\$16.55	\$22.00				
Location	Good	Subject is Superior	Subject is Similar	Subject is Inferior	Subject is Inferior				
% Adjustment		20%	0%	-10%	-20%				
\$ Adjustment		\$2.10	\$0.00	-\$1.65	-\$4.40				
Acres	2.614	1.23	2.24	1.85	1.07				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Encumbrance or Easement	No known adverse	Easements	Gas line 5%	Access esmt 10%	No adverse				
% Adjustment		0%	5%	10%	0%				
\$ Adjustment		\$0.00	\$0.78	\$1.65	\$0.00				
Shape	Irregular	Rectangular	Rectangular	Rectangular	Slightly Irregular				
% Adjustment		-10%	-10%	-10%	-10%				
\$ Adjustment		-\$1.05	-\$1.55	-\$1.65	-\$2.20				
Depth	159.5	290	260.7	332	219.98				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Flood Zone	Zone B or X-500	Zone X500	X500	Zone C	X500				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Adjusted Land SF Unit Price		\$11.56	\$14.73	\$14.89	\$15.40				
Net Adjustments		10.0%	-5.0%	-10.0%	-30.0%				
Gross Adjustments		30.0%	15.0%	30.0%	30.0%				



COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 1

Improved Sale

Rental Data

COMPARABLE DATA SUPPLEMENT FOR LAND SALE #1 ADDITIONAL DETAILS ON THE FOLLOWING PAGE

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

COMPARABLE DATA SUPPLEMENT - Land Comparable 1



Transaction			
Grantor	Solida Administradora de Portafolios, S.A. DE C.V.	Grantee	B.G.S. Naraindas, INC., A Texas Corporation
Date	May 20, 2014	Document No.	2517155
Address	Trenton Road, W/Sugar Road	City	Edinburg
State	Texas	Zip	78539
Tax ID	C-7884-00-000-0003-00	Conditions of Sale	Normal
Price	\$562,500	Financing	Bank
Days on Market	388	Property Rights	Fee Simple
Legal Description	Lot 3, Concord Plaza Subdivision, an addition to the City of Edinburg, Hidalgo County, Texas, according to map thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas		
ID		Verification Source	Broker
Site			
Acres	1.2	Price per Acre	\$457,691
Land SF	53,535	Price per Land SF	\$10.51
Topography	Level	Zoning Type	General commercial
Shape	Rectangular	Flood Zone	Zone X500
Utilities	Water, sewer, electric	Encumbrance or Easement	Easements
Tax ID	C-7884-00-000-0003-00	Comp Entered By	JJM & JM

Notes

The sale is located on the north side of Trenton Road about 390' west of Sugar Rd., Edinburg. Financing was by a \$393,750 note to Lone Star National Bank. Easements include: 30' share of a 60' common access easement on the west; 20' utility on the north; 26.21' Hidalgo County Irrigation District #2 along the frontage and a 15' utility along the north side of the HCID #2 easement. The access drive on the west side of the property reduces the usable area by 30' or approximately 14% of the total site. The unit value is calculated based on the usable land area after deducting the common access easement. The gross land area is 65,250 square feet and the land area net the common access drive is estimated at 53,535 square feet. The notes for the subdivision plat identifies a common access easement that will permit access across this lot for two adjoining lots to the east. It was purchased as a location for a car wash.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 2

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #2
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 2



Transaction

Grantor	Arnoldo Gonzalez Jr., Jorge Alberto Gonzalez, and Elma Edna Lorenzana,	Grantee	Grupo Martre, LTD. a Texas Limited Partnership
Date	December 13, 2013	Document No.	2474082
Address	121 Trenton Rd	City	Edinburg
State	Texas	Zip	78539
Tax ID	K2400-00-000-036-02	Conditions of Sale	Normal
Price	\$1,488,009	Financing	Bank
Days on Market	229	Property Rights	Fee Simple
Legal Description	The East 2.79 acres of the West 5.0 acres of the South 10 acres of Lot 36, Kelly-Pharr Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 133-134, Deed Records, in the office of the County Clerk of Hidalgo County, Texas,. SAVE AND EXCEPT a 0.550 acre tract of land previously conveyed by Arnoldo Gonzalez and Maria De La Luz Gonzalez unto the City of Edinburg by Warranty Deed dated April 19, 1999, filed May 5, 1999 under Document Number 771148, Official Records of Hidalgo County, Texas		
ID	1280	Verification Source	Broker- Daniel Galvan

Site

Acres	2.2	Price per Acre	\$675,201
Land SF	95,998	Price per Land SF	\$15.50
Topography	Level	Zoning Type	Commercial
Shape	Rectangular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	Gas line 5%
Tax ID	K2400-00-000-036-02	Comp Entered By	JJM and AWM

Notes

The sale is located on the north side of Trenton Road about 0.10 mile east of Closner Boulevard, Edinburg. Financing was by a \$2,500,000 loan from International Bank of Commerce. A 20' wide natural gas pipeline easement runs E/W 15' inside the north boundary. The easement is located in an area normally reserved for parking and impacts the property to an extend of approximately 5%. the encumbered area is 7.7% of the total land area. The listing/selling broker said that the purchaser has a background of fashion design and that he talked of doing that and having additional retail space.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 3

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #3
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 3



Transaction

Grantor	Solloa Kuri Investments, LLC	Grantee	Stripes, LLC
Date	January 8, 2015	Document No.	2015-2577774
Address	Business 83 & Ware Road	City	McAllen
State	Texas	Zip	78501
Tax ID	C5357-01-000-0001-00	Conditions of Sale	Normal
Price	\$1,333,299	Financing	Cash
Days on Market	unknown	Property Rights	Fee Simple
Legal Description	Lot 1, City Center Subdivision Phase I, an addition to the City of McAllen, Hidalgo County, Texas, as per map or plat under Clerk's file No. 2570362, Official Records and Map records of Hidalgo County, Texas.		
ID	1299	Verification Source	Read from settlement statement

Site

Acres	1.9	Price per Acre	\$180,162
Land SF	80,586	Price per Land SF	\$16.55
Topography	Near level	Zoning Type	
Shape	Rectangular	Flood Zone	Zone C
Utilities	Water, sewer, electric	Encumbrance or Easement	Access esmt 10%
Tax ID	C5357-01-000-0001-00	Comp Entered By	JM

Notes

this property is located along the southeast corner of Business Highway 83 and Ware Road in McAllen. The subdivision plat identifies dedications for additional road right of way for Ware Road and Business Highway 83. After road dedication, the land area is identified at 1.85 acres. This includes 15' of a 30' access easement along the east boundary and 15' and more of an access easement along the south boundary. The portion of the eaccess easement on this property is estimated at 0.225 acres and the impact of the easement is estimated at 10%. The easement will provide access to Business Highway 83 and Ware Road for other property that will be subdivided out of adjoining property on the south and east. Dimensions include 250.21' along Business Highway 83 and 332.44' along Ware Road, less a clip corner at the intersection.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 4

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #4
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 4



Transaction

Grantor	FDIC as receiver for First National Bank Edinburg	Grantee	The Shoppes at Rio Grande Valley
Date	September 13, 2013	Document No.	2565474
Address	Trenton Road E/US 281	City	Edinburg
State	Texas	Zip	78539
Tax ID	T3663-01-000-0002-00	Conditions of Sale	Normal
Price	\$1,029,776	Financing	Cash
Days on Market	596	Property Rights	Fee Simple
Legal Description	Lot Two (2), Amended Plat of the Shoppes at Rio Grande Valley subdivision Phase 1, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Page 74, Map Records, Hidalgo County, Texas.		
ID	1282	Verification Source	Cited in Deed

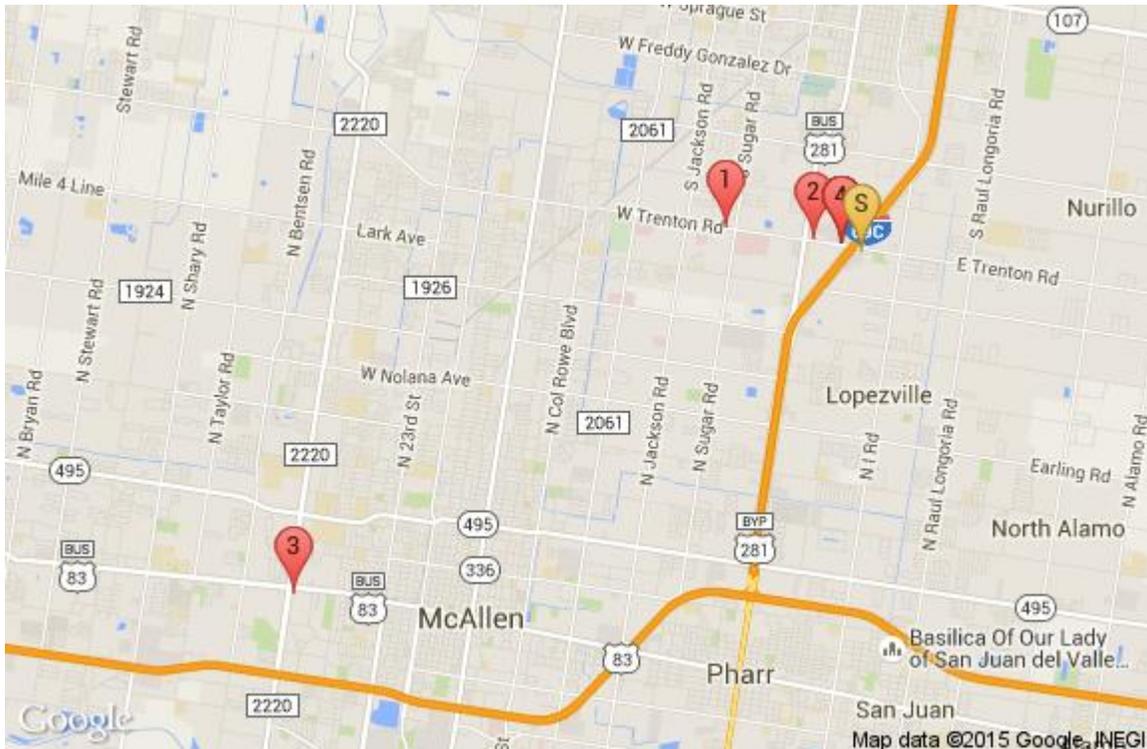
Site

Acres	1.1	Price per Acre	\$22
Land SF	46,808	Price per Land SF	\$958,320.00
Topography	Level	Zoning Type	
Shape	Slightly Irregular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	No adverse
Tax ID	T3663-01-000-0002-00	Comp Entered By	John J Malcom

Notes

The sale is located on the north side of Trenton Road about .09 mile west of US Expressway 281, in the Shoppes of Edinburg shopping mall, Edinburg. Dimensions are: North - 171.47'; south - 207.0'; East - 219.98' and West - 201.01'. The property is located at a signalized intersection at one of the primary entrances into the development. It was purchased to construct a Texas Roadhouse restaurant. The development is anchored by JCPenney's, Burlington Coat Factory and Academy. Additional tenants include Big Lots, TJ Maxx, Ross, Burkes Outlet, Party City, Lane Bryant, Melrose, Carter's, Petco, GNC, and Dollar Tree. Pad sites include Starbucks, IHOP, Taco Palenque, Popeye's, and McDonalds.

Comparable Sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a discussion of the comparable sales and the adjustments applied.

Explanation of Adjustments with Reconciliation:

Property Rights

All comparable sales were conveyed based on a fee simple estate subject to conventional existing easements. No adjustment is required for property rights conveyed.

Financing

The comparable sales include 2 cash sales and 2 sales with bank financing. No adjustment is required for financing.

Conditions of Sale

All sales are arm's length, third party transactions. No adjustment for condition of sale is utilized. The appraiser notes that land sale #1 was conveyed by a financial institution and, as a result, some potential exists for adverse conditions of sale. The marketing time was just over 12 months and the unit value is at the low end of the range. The potential for some adverse conditions of sale will be considered in the reconciliation and selection of the final value. No adjustment is included for conditions of sale.

Land sale #4 was also sold by a financial institution. It occupies a strategic location since it is a signalized intersection and the main entrance into the development. This comparable sold at the top of the value range and in line with other high value properties in the market. No adjustment is included for conditions of sale.

Economic Trends

The comparable land sales were conveyed between September, 2013 and January, 2015. The date of the current appraisal is July, 2014 and the comparable sales precede the date of appraisal from 6 months to 21 months. Even though sales volume has increased over the past 2 years, no adjustment is included due to a lack of comparable data to support a change in direction for market conditions.

Location

The appraised property includes a corner location at the southeast intersection of US 281 and Trenton Road. It is an urban area with extensive development in three quadrants of the intersection. Existing development includes the Border Patrol facility immediately south of the subject, 2 car dealerships immediately north across Trenton Road, the Shoppes at the Rio Grande Valley at the northwest corner of the intersection and an unimproved tract that is planned for a new HEB grocery store at the southwest corner.

Land sale 1 is located at the far east end of Concord Plaza Subdivision with no adjoining developed lots. Although it is a corner site, the secondary road is a shared access road rather than a dedicated road or an entry into a larger development. The appraised property is superior for location and sale #1 is adjusted upward.

Land sale 2 is located along the north side of Trenton Road between Business 281 and US 281. It adjoins Trenton Park Plaza Subdivision which is bordered on the north and east by The Shoppes at Rio Grande Valley. The appraised property is similar for location.

Land sale 3 is located along the southeast corner of Ware Road and Business Highway 83 near the McAllen Convention Center and Palms Crossing development. It has extensive frontage on both Ware Road and Business Highway 83 and the appraised property is inferior for location.

Land sale #4 is located along the main entry into The Shoppes at Rio Grande Valley which is one of the primary entrances into the development. The appraised property is inferior for location and land sale #4 is adjusted downward in the comparison grid.

Size

The appraised property includes two tracts of land that total 2.614 acres. The comparable sales range in size from 1.07 acres to 2.24 acres. In many instances, commercial lots require an adjustment for differences in size. In this instance, the adjustment does not appear to be relevant and no adjustment is included for differences in size.

Physical Characteristics

The remaining adjustments to consider under physical characteristics include the elements of Easements, shape and flood zone.

The appraised property has no known adverse easements. Land sale #1 and an access easement that is shared with an adjoining property. The access easement has been netted out of the gross land area and no adjustment is required for land sale #1. Land sale #2 is encumbered by a gas line easement that impacts the property to the extent of 5% and land sale #2 is adjusted upward by this amount. Land sale #3 is encumbered by various access easements with one easement shared with an adjoining property and one easement contained completely within the comparable. The impact of the easement is estimated at 10% and land sale #3 is adjusted upward by this amount. Land sale #4 has no known adverse easements and no adjustment is included for this element of comparison.

The appraised property is irregular in shape and includes two tracts that are separated by a dedicated 40' wide right of way. Each of the comparable sales are individual tracts and the appraised property is inferior for this characteristic. Each of the comparable sales is adjusted downward in the comparison grid.

Topography or Flood Zone

The appraised property is not located in a special flood hazard area and the comparable sales are not located in a special flood hazard area. The appraised property and comparable sales are similar with no adjustment required.

Sales Comparison Approach Conclusion – Land Valuation

The adjusted values of the comparable properties range from \$11.56 to \$15.40; the average is \$14.14. All of the value indications have been considered in arriving at my final reconciled per square foot value of \$15.00. although all of the sales have been considered, less consideration is accorded land sale #1 which has some potential for adverse conditions of sale and does indeed appear to have sold below the prevailing land value along Trenton Road. The market value for the property is calculated in the following table.

As Is Market Value – Whole Property	
Indicated Value per Square Foot:	\$15.00
Subject Size:	113,866.00 acre
Indicated Value:	\$1,707,990
Rounded:	\$1,700,000
One Million Seven Hundred Thousand Dollars and Zero Cents	

The final value for the subject site is \$1,700,000.

ESTIMATED VALUE OF ACQUISITION

Land/Improvements	Land Area	Acres/ Sq.ft.	Price/ Unit	Land Value	Totals
Land in Fee	113,866		\$15.00	\$1,707,990	
	.00				
Land in Easement			\$0	\$0	
	-				
Total Land					\$1,707,990
Site Improvements	#/Units	\$/Unit	Cost New	Depreciation	Depreciated Value
NA, no site improvements	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
Improvement Value					\$0
Value as a Unit					\$1,707,990
Cost to Cure (if any)					\$0
Estimated Compensation					\$1,707,990
					90
TOTAL ESTIMATED VALUE					\$1,707,990
Cost to Cure Damages					\$0
Estimated Total Compensation					\$1,707,990
Rounded To					\$1,700,000

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, John H. Malcom, Jr., has completed the continuing education program of the Appraisal Institute.
- John H. Malcom, Jr. has made an inspection of the subject property.

A handwritten signature in blue ink, appearing to read "John H. Malcom, Jr.", is positioned above the typed name.

John H. Malcom, Jr., MAI, CCIM, SR/WA
TX-1320239-G

ADDENDA

DEFINITIONS

Market Value:² The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

A **Fee Simple** estate is defined² as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing Time is defined² as: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

³ A current economic definition agreed upon by federal financial institutions in the United States of America. As promulgated by the Appraisal Standards Board of "The Appraisal Foundation" effective April 20, 1990.

Exposure Time is defined² as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

As Is Market Value: The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.²

LIMITING CONDITIONS AND ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Professional Appraisal Services, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Professional Appraisal Services, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Professional Appraisal Services, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed utility project. This exception was made under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.

The appraisal of the Remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements.



PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 17, 2015

Proposed Sale of Surplus Right of Way
Hidalgo County
US 281 (SE Corner of US 281 & Trenton Road, Edinburg, TX.)
CSJ: 0255-08-103

City of Edinburg
c/o Ponciano Longoria
415 W. University Drive
Edinburg, Texas 78541

Dear Mr. Longoria:

The Pharr District of the Texas Department of Transportation (TxDOT) has determined that the property located at the SEC of US 281 and Trenton Road (+/- 2.614 acres) is no longer needed for state highway purposes. A survey and a copy of an aerial map identifying the approximate property boundaries and location are enclosed. In accordance with Transportation Code, Section 202.021, the City of Edinburg and other local governmental entities with the authority to condemn real property have a priority right to purchase this property for fair market value.

The purchase price for this property is \$1,707,990 plus payment of appraisal and survey costs incurred by TxDOT in the amount of \$5,750.00 and any additionally incurred closing costs.

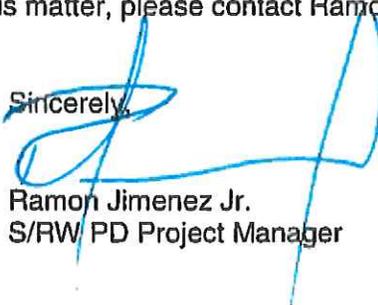
If your governmental entity is interested in purchasing the property on these terms, please advise TxDOT through written documentation within thirty (30) days of receiving this letter. The mailing address for your response is:

Texas Department of Transportation
c/o Ramon Jimenez Jr.
600 W IH-2
Pharr, Texas 78577

If our office does not receive a response within thirty (30) days after your receipt of this letter, we will assume that your governmental agency does not wish to exercise its option to purchase the property and TxDOT will consider your priority to be waived.

If you should have any questions concerning this matter, please contact Ramon Jimenez Jr. at (956)702-6287.

Sincerely,


Ramon Jimenez Jr.
S/RW PD Project Manager

Cc:
Toribio Garza, P.E.
Evan Roberts, PE

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

**STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 - 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas; for the **POINT OF BEGINNING** and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.59 feet to a point for the north corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract,

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the **POINT OF BEGINNING**, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes", written over a light blue horizontal line.

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263

**STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 – 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a ½" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set for the **POINT OF BEGINNING** and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 356.51 feet to a ½" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the **POINT OF BEGINNING**, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

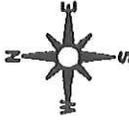
I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



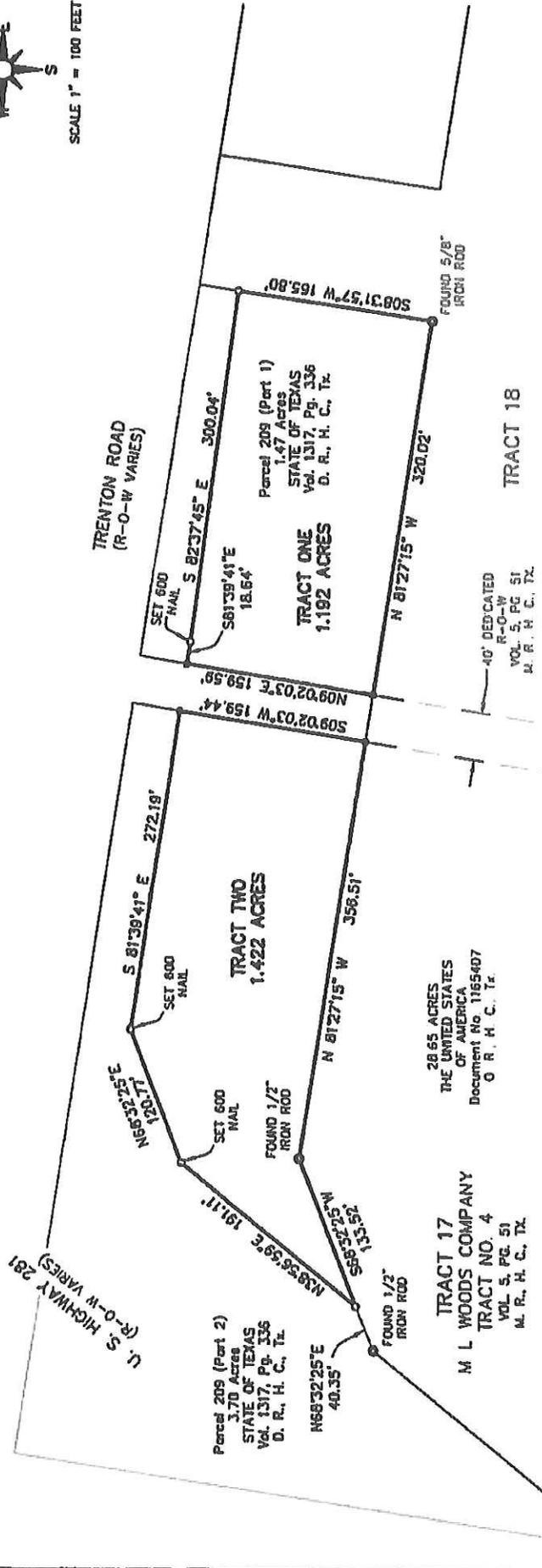
A handwritten signature in black ink, appearing to read "Jesse Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263



SCALE 1" = 100 FEET

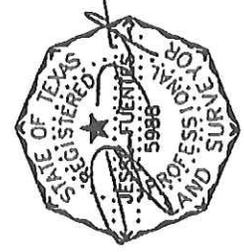


PLAT SHOWING SURVEY OF A
 1.192 ACRE TRACT (TRACT ONE) &
 A 1.422 ACRE TRACT (TRACT TWO)
 OUT OF BLOCKS 17 & 18
 M L WOODS COMPANY TRACT NO. 4
 MAP RECORDS
 HIDALGO COUNTY, TEXAS
 SCALE 1" = 100 FEET

JESSE FUENTES
 R.P.L.S. 5988

301 HACKBERRY
 SHTDR. TEXAS 78387
 PHONE (501) 364-2821
 CELL (361) 715-9126

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 25th day of November, 2014.



28.65 ACRES
 THE UNITED STATES
 OF AMERICA
 Document No. 1165407
 O. R. H. C., Tx.

TRACT 17
 M L WOODS COMPANY
 TRACT NO. 4
 VOL. 5, PG. 51
 M. R., H. C., TX.

10' DEDICATED
 R-O-W
 VOL. 5, PG. 51
 M. R., H. C., TX.

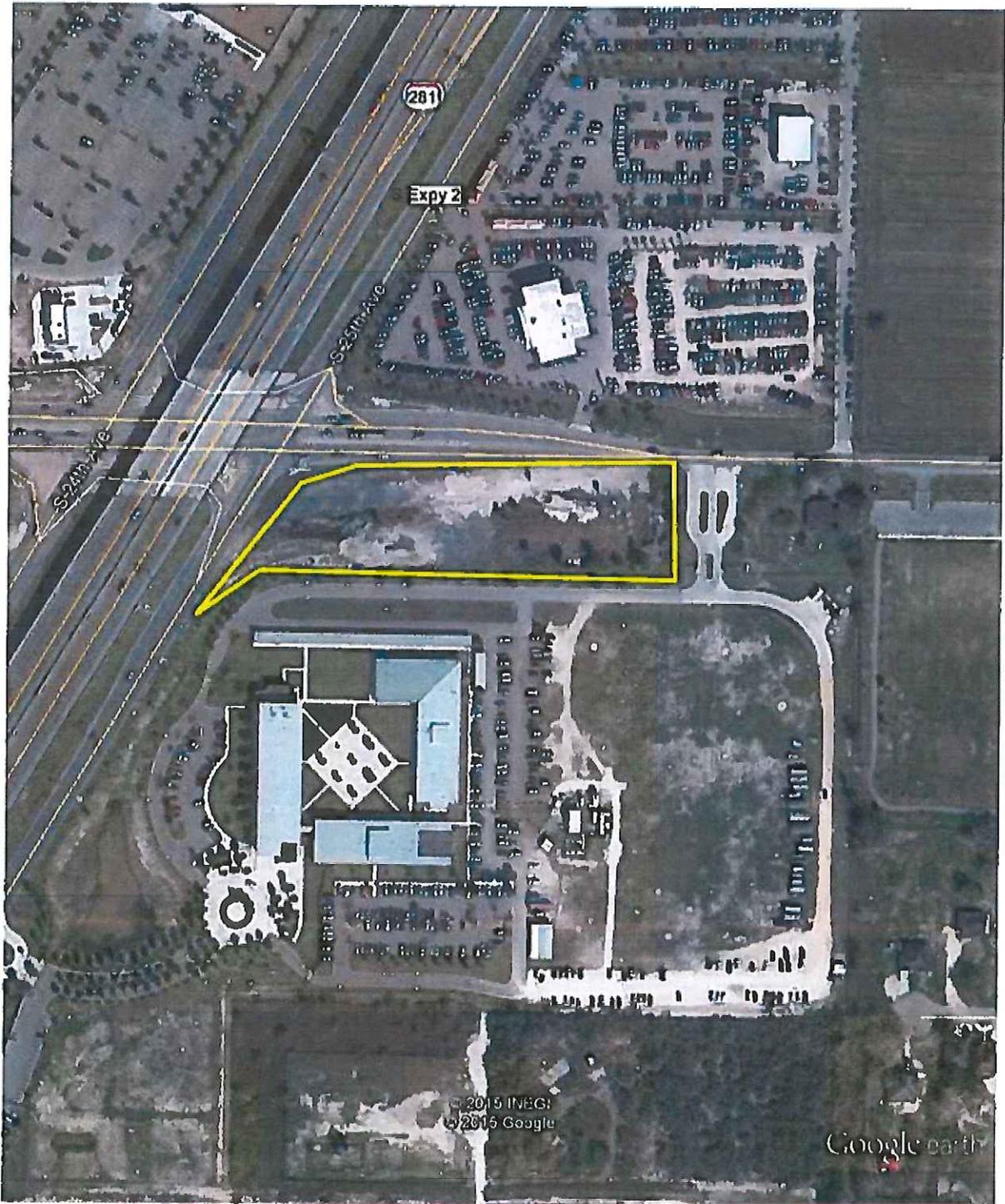
TRACT 18

Bearings were determined from a GPS Survey; Texas Coordinate System of 1983, South Zone.
 M. R., H. C., TX. = Map Records, Hidalgo County, Texas.
 D. R., H. C., Tx. = Deed Records Hidalgo County, Texas.
 O denotes a set 5/8" iron rod with surveyor's cap stamped "5988", unless otherwise noted.
 A metes and bounds description accompanies this plat.

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Bubben A. Sulte 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-3263

GENERAL LAY OUT OF TRACT I & TRACT II

(Please refer to Survey for Actual Layout)



STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR TRANSFER OF PROPERTY LOCATED AT THE SOUTHEAST INTERSECTION OF TRENTON ROAD AND US EXPRESSWAY 281 (I-69C) FROM THE CITY TO THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR ECONOMIC DEVELOPMENT
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

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

RECITALS

WHEREAS, the City took action to acquire surplus real property from Texas Department of Transportation located at the South East Intersection of Trenton Road and US Expressway 281 (I-69C) (hereinafter referred to as the "property") pursuant to and more specifically described in Resolution No. 2245, dated May 3, 2016, attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Texas Department Transportation (hereinafter referred to as "TXDOT") has approved the transfer of the property to the City pursuant to and more specifically described in Minute Order Number 114661, dated July 28, 2016, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, immediately after such acquisition the City desires convey the property to the EEDC for economic development purposes and EEDC desires to acquire the property "as is" for such purposes; and

WHEREAS, the City has obtained an appraisal and such appraisal determined that the fair market value for the property is ONE MILLION SEVEN HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY DOLLARS (\$1,707,990.00), which more specifically described in Exhibit "A"; and

WHEREAS, the EEDC shall pay to the City the amount of ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FOURTY DOLLARS (\$1,713,740.00), which includes the fair market value of the property plus the appraisal and survey costs; provided, however that EEDC shall make such payment to the City, at the time City's payment is made to TXDOT; and

WHEREAS, the EEDC also agrees to pay any other closing cost incurred by the City, if any, for the acquisition of the property from TXDOT and the transfer to EEDC thereafter at the time City's payment is made to TXDOT.

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

**SECTION I
TERMS**

- A. The City agrees to convey the property as it was acquired from the Texas Department of Transportation to EEDC and EEDC agrees that the property shall be used strictly for economic development purposes.
- B. In consideration for such conveyance, the EEDC shall pay to the City the amount of ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FOURTY DOLLARS (\$1,713,740.00); provided however, that such payment shall be made to the City at the time City's payment is made to TXDOT.
- C. In addition to the amount stated in Section I.B., EEDC agrees to pay for any closings costs incurred by the City for the acquisition of the property from TXDOT and for the transfer of the property to EEDC thereafter. Such payment shall made to the City at the time City's payment is made to TXDOT.
- D. The payment received by the City from EEDC shall be held in trust and applied as consideration upon conveyance of the property from the City to EEDC.

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

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

**SECTION III
GENERAL TERMS**

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

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

E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:

Richard M. Hinojosa
City Manager
415 West University Drive
Edinburg, Texas 78541

If to the EEDC, to:

Edinburg Economic Development
Corporation
101 North 10th Avenue
Edinburg, Texas 78541
Attn: Agustin "Gus" Garcia
Executive Director

With a copy to: Aaron Vela

Vela Law Firm
200 E Cano
Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this Agreement shall lie exclusively in a state court of competent jurisdiction in Hidalgo County, Texas.

I. **Severability.** Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. **Counterparts.** This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF EDINBURG

By: _____
Richard M. Hinojosa, City Manager

ATTEST:

Myra L. Ayala, City Secretary

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

By: _____
City Attorney

**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Agustin "Gus" Garcia, Executive Director

APPROVED AS TO FORM:

By: _____
Aaron Vela, EEDC Attorney

EXHIBIT "A" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR TRANSFER OF PROPERTY LOCATED AT THE SOUTHEAST INTERSECTION OF TRENTON ROAD AND US EXPRESSWAY 281 (I-69C) FROM THE CITY TO THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR ECONOMIC DEVELOPMENT

RESOLUTION NO. 2245

STATE OF TEXAS	§	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AUTHORIZING THE PURCHASE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION OF TWO SURPLUS TRACTS COMPRISING 2.614 ACRES OUT OF LOTS 17 AND 18, M.L. WOODS CO., HIDALGO COUNTY, TEXAS LOCATED AT THE SOUTHEAST INTERSECTION OF TRENTON ROAD AND US HIGHWAY 281 (I-69C), EDINBURG, TEXAS AND AUTHORIZING CITY MANAGER TO EXECUTE ANY AND ALL RELATING DOCUMENTS THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg, has the opportunity to purchase two tracts of surplus property from the Texas Department of Transportation comprising of 2.614 acres out of Lots 17 and 18, M.L. Woods Co., Hidalgo County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes, for the price of \$1,707,990 plus payment of appraisal and survey cost in the amount of \$5,750 plus all closing costs for economic development purposes; and,

WHEREAS, the development of the property may encourage other investment in the area, increasing the city tax base; and,

WHEREAS, the purchase price is supported by an appraisal from an independent appraiser in conjunction with the Texas Department of Transportation and the City of Edinburg.

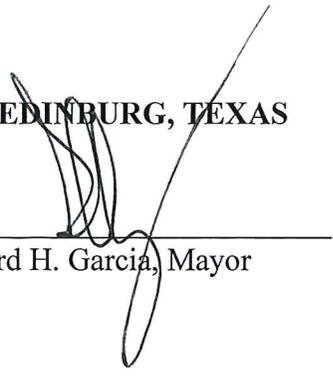
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

The City of Edinburg hereby authorizes the purchase of the real property described on the attached Exhibit "A" located in Edinburg, Texas for a price of \$1,707,990 plus payment of appraisal and survey cost in the amount of \$5,750 plus all closing costs; and,

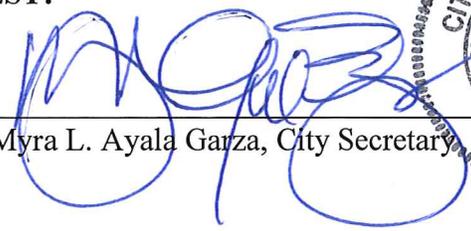
AND, BE IT FURTHER RESOLVED, that the City Manager is hereby directed to execute on behalf of the City, at the appropriate time, as authorized herein by this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and all other documents relating to the closing of this transaction.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 3rd day of May 2016.

CITY OF EDINBURG, TEXAS

By: 
Richard H. Garcia, Mayor

ATTEST:

By: 
Myra L. Ayala Garza, City Secretary



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

By: 
City Attorney



PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 17, 2015

Proposed Sale of Surplus Right of Way
Hidalgo County
US 281 (SE Corner of US 281 & Trenton Road, Edinburg, TX.)
CSJ: 0255-08-103

City of Edinburg
c/o Ponciano Longoria
415 W. University Drive
Edinburg, Texas 78541

Dear Mr. Longoria:

The Pharr District of the Texas Department of Transportation (TxDOT) has determined that the property located at the SEC of US 281 and Trenton Road (+/- 2.614 acres) is no longer needed for state highway purposes. A survey and a copy of an aerial map identifying the approximate property boundaries and location are enclosed. In accordance with Transportation Code, Section 202.021, the City of Edinburg and other local governmental entities with the authority to condemn real property have a priority right to purchase this property for fair market value.

The purchase price for this property is \$1,707,990 plus payment of appraisal and survey costs incurred by TxDOT in the amount of \$5,750.00 and any additionally incurred closing costs.

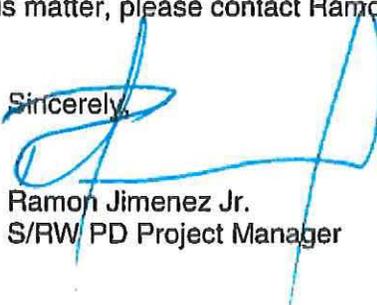
If your governmental entity is interested in purchasing the property on these terms, please advise TxDOT through written documentation within thirty (30) days of receiving this letter. The mailing address for your response is:

Texas Department of Transportation
c/o Ramon Jimenez Jr.
600 W IH-2
Pharr, Texas 78577

If our office does not receive a response within thirty (30) days after your receipt of this letter, we will assume that your governmental agency does not wish to exercise its option to purchase the property and TxDOT will consider your priority to be waived.

If you should have any questions concerning this matter, please contact Ramon Jimenez Jr. at (956)702-6287.

Sincerely,


Ramon Jimenez Jr.
S/RW PD Project Manager

Cc:
Toribio Garza, P.E.
Evan Roberts, PE

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

Page 341

**STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 - 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas; for the **POINT OF BEGINNING** and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.59 feet to a point for the north corner of this tract,

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract,

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the **POINT OF BEGINNING**, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in cursive script, appearing to read "J. Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263

**STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 – 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a ½" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set for the **POINT OF BEGINNING** and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 356.51 feet to a ½" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the **POINT OF BEGINNING**, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



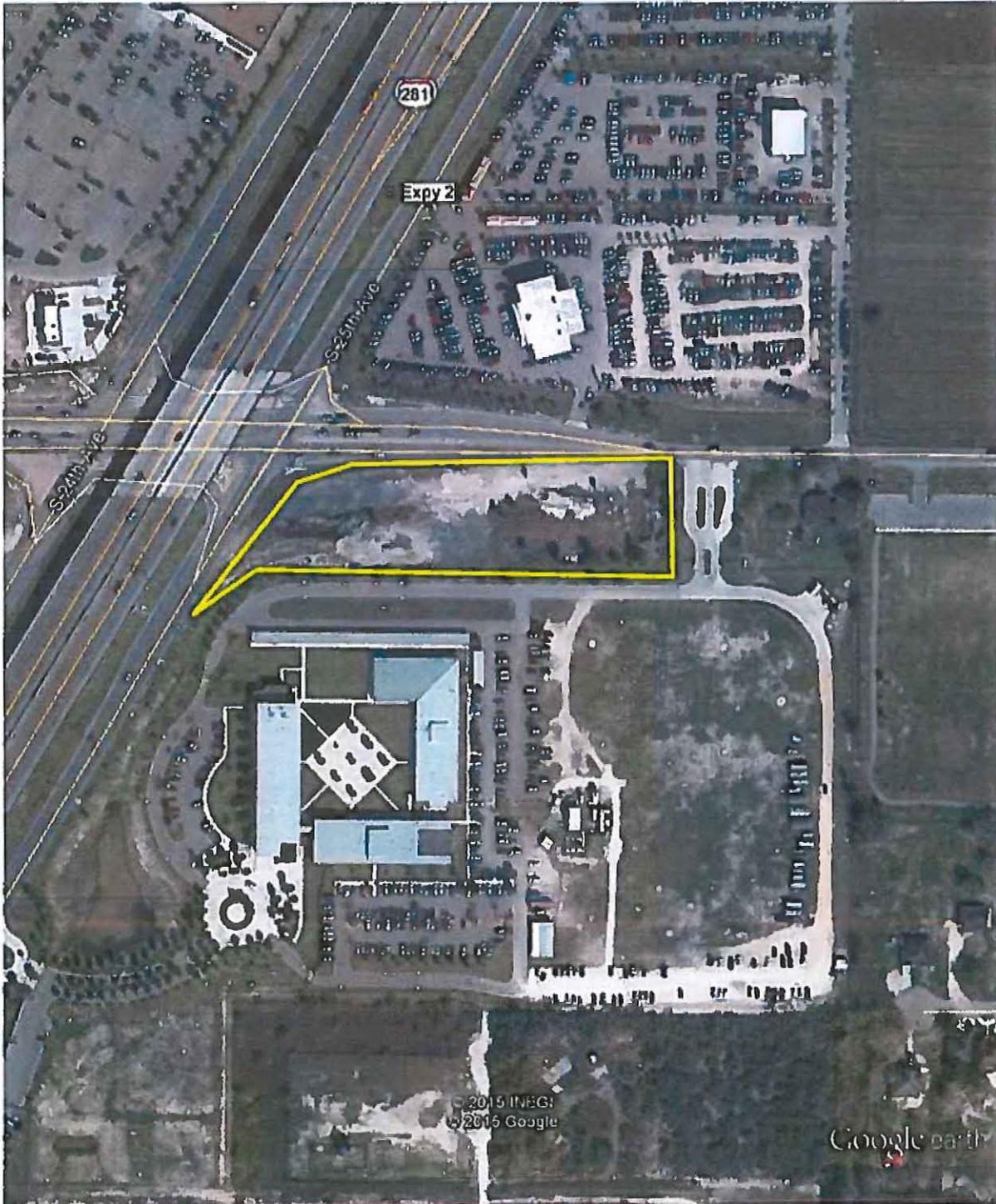
A handwritten signature in black ink, appearing to read "Jesse Fuentes", is written over the seal.

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263

GENERAL LAY OUT OF TRACT I & TRACT II

(Please refer to Survey for Actual Layout)



Ponciano Longoria

From: Ramon Jimenez Jr <Ramon.Jimenez@txdot.gov>
Sent: Friday, April 29, 2016 10:43 AM
To: Ponciano Longoria
Cc: Tomas Reyna
Subject: Suprlus Property At SEC of US 281 & Trenton Road

Mr. Longoria,

In reference to my letter to the City of Edinburg dated December 17, 2015 in which TXDOT request a response from the City within 30 days if interested in purchasing the SEC of US 281 and Trenton Road, please be advised that as the City has been actively pursuing approval of said purchase through your City Council we are extending this time line through May 31, 2016.

Should you have any comments or questions please feel free to contact me via email or at my office at 956.702.6287.



REAL ESTATE APPRAISAL REPORT -
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SEC US 281 and Trenton Road	ROW CSJ: 0255-08-103
Property Owner: State of Texas	District: Pharr District
Address of Property Owner: Austin, Texas	Parcel: Tracts 1 & 2
Occupant's Name: None	Federal Project No: N/a
Whole: <input type="checkbox"/> Partial: <input checked="" type="checkbox"/> Acquisition	Highway: US 281 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is \$1,707,990 as of July 20, 2015, based upon my independent appraisal and the exercise of my professional judgment; on July 20, 2015 (date)(s), I personally inspected in the field the property herein appraised; I afforded State of Texas, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection The owner is the client for this appraisal. No contact letter was sent.; the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or before July 20, 2015 date)(s); I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? no (yes or no)
2. If so, is the denial of direct access material? not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature
John H. Malcom, Jr., MAI, CCIM, SR/WA
Certification Number - 1320239-G
July 22, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser

Date



USPAP REQUIREMENTS AND EXECUTIVE SUMMARY

Scope of Work

Scope of Work defined: Scope of Work is defined as the type and extent of research and analysis in an assignment.¹

The Scope of Work Rule requires an appraiser to complete the following three elements in performing and communicating the results of an appraisal:

- Identify the problem to be solved
- Determine and perform the scope of work necessary to develop credible assignment results, and
- Disclose the scope of work in the report.

Scope of work includes, but is not limited to the following considerations:
The extent to which the property is identified,
The extent to which tangible property is inspected,
The type and extent of data researched, and
The type and extent of analysis applied to arrive at opinions and conclusion.

This appraisal is prepared for the Texas Department of Transportation. The problem to be solved is to estimate the current 'As Is' market value for asset management purposes. The intended use is for marketing purposes, to assist in determining an acceptable value for surplus land. This appraisal is intended for the use of the client, Texas Department of Transportation, their authorized advisors and persons authorized in the review and appraisal approval process. Use of the report by others, for any reason, is not intended.

Scope of Work

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary or a description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and a survey for the acquisition area prepared by Jesse Fuentes, RPLS on November 25, 2014.

¹ Uniform Standards of Professional Appraisal Practice, 2014-2015 Edition. *The Appraisal Foundation*.
Page 1.1

Inspection: The appraised property includes a tract of land that is owned as part of the right of way system for US 281 at Trenton Road. My observation of the property included a view from US 281 and Trenton Road. In addition, I walked and drove a portion of the property.

Market Area and Analysis of Market Conditions: A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use Analysis: A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Valuation Analyses

Cost Approach: A cost approach was not applied as in the absence of improvements, the cost approach is not applicable.

Sales Comparison Approach: A sales approach was applied as for unimproved land, the sales comparison approach is the primary valuation method. It represents the actions of market participants and is considered the most reliable valuation method.

Income Approach: An income approach was not applied as in this market area, land capitalization is not a reliable valuation method.

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- The appraised property is part of the right of way for US 281. The appraisal is prepared based on the extraordinary assumption that the property can be conveyed as a separate economic unit and that no additional right of way will be required if the property is subdivided or a building permit is requested within the next 6 months.



PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: Tracts 1 & 2

Local Address: SEC US 281 and Trenton Road

Date Taken: July 20, 2015

Taken By: John H. Malcom, Jr.

1. Point from which taken: Tract One (east side) Looking: west across subject property



2. Point from which taken: East boundary of property Looking: West across property and Trenton Road. US 281 overpass visible in background



3. Point from which taken: Trenton Road (north side) - Looking: South across Tract One



4. Point from which taken: Trenton Road (north side) - Looking: South across Tract Two



5. Point from which taken: US 281 - Looking: East across access road to Tract Two



6. Point from which taken: US 281 Access Road - Looking: North along US 281, subject property on right



Market Area Analysis

A market area can be a portion of a larger community in which there is a homogenous group of inhabitants, buildings, and business enterprises in which inhabitants have a more casual community interest and a similarity of economic levels or cultural backgrounds. Market area boundaries may consist of well-defined natural or man-made barriers or they can be more or less well defined such as by district change in land use. They may be devoted to such uses as residential, commercial, agricultural, or a mix of uses. Analysis of the market area in which a particular property is located is important due to the fact that the various economic, social, political, and physical forces which affect that market area also directly affect the individual properties within it.

Market Area and Property Characteristics

The subject area extends along and off of US Expressway 281 in southern Edinburg and into portions of the neighboring communities of Pharr and McAllen. Area boundaries extend west from Cesar Chavez Road, south from SH 107, north from FM 495, and east McColl Road. Within this area, US Expressway 281 or I-69C is one of the primary transportation arteries in Hidalgo County and carries correspondingly high traffic counts.

Commercial development in this area of Edinburg is concentrated along US Expressway 281 and SH 107 which are the two primary traffic arteries through the City. Along SH 107, or University Drive, the highest concentration of commercial development is noted for the area between US 281 and McColl Road. The University of Texas-RGV anchors the northern end of the area with the main campus located at SH 107 or University Drive and Sugar Road. Commercial development extends south from SH 107 along Business 281 and US 281 to the southern City Limits at Owassa Road. Recent development is noted at US 281 and Trenton Road where the Shoppes at Rio Grande Valley include a multi-anchors shopping center at the northwest corner of the intersection, 2 new car dealerships at the northeast corner, a proposed HEB grocery store at the southwest corner of the intersection and a US Customs and Border Patrol headquarters at US 281 and just south of Trenton Road.

Within the defined area, the highest population density is in the western section which has better access to City utility services. The primary population growth has been west and southwest for Edinburg with the boundaries between the communities of McAllen, Pharr and Edinburg and becoming less noticeable as development density increases.

Moving east from the more highly developed areas, population density decreases significantly as subdivisions transition from City sewer services to on-site septic systems and typical home sites increase to a minimum of half acre lots.

Demographic information is included for a 3 mile radius extending from the appraised property.

Population Trends

In the identified area, the current year population is 69,445. In 2010, the Census count in the area was 64,030. The rate of change since 2010 was 1.56% annually. The five-year projection for the population in the area is 75,892 representing a change of 1.79% annually from 2015 to 2020. Currently, the population is 48.2% male and 51.8% female. The median age is 29.8 years as compared to 37.9 years for the US, 34.3 for the State of Texas, and 28.8 for Hidalgo County.

Time Period	3 Mile Radius
2000 Population	45,198
2010 Population	64,030
2015 Population	69,445
2020 Population (projection)	75,892
2000-2010 Annual Rate	3.54%
2010-2015 Annual Rate	1.56%
2015-2020 Annual Rate	1.79%
2015 Male Population	48.2%
2015 Female Population	51.8%
2015 Median Age	29.8 years

Housing Trends

Currently, 60.4% of the 22,523 housing units in the area are owner occupied; 31.3%, renter occupied; and 8.4% are vacant. Currently, in the U.S., 55.7% of the housing units in the area are owner occupied; 32.8% are renter occupied; and 11.6% are vacant.

In 2010, there were 20,671 housing units in the area - 61.5% owner occupied, 29.8% renter occupied, and 8.7% vacant. The annual rate of change in housing units since 2010 is 3.89%.

Median home value in the area is \$131,177, compared to a median home value of \$200,006 for the U.S. In five years, median value is projected to change by 5.46% annually to \$171,113.

Employment

Total Businesses:	2,541
Total Employees:	31,907
Total residential population:	69,445
Employee/Residential Population ratio:	0.46 : 1.0

In the current year, the occupational distribution of the employed population is:

- 56.1 percent in service jobs
- 18.2 percent in retail trade
- 4.6 percent in finance, insurance, and real estate
- 6.4 percent in government
- 14.7 percent in agriculture, construction, manufacturing, transportation, communication, utility, wholesale trade, and other

Income Trends

Current median household income is \$45,554 in the area, compared to \$53,217 for all U.S. households. Median household income is projected to be \$53,418 in five years, compared to \$60,683 for all U.S. households.

Current average household income is \$61,990 in this area, compared to \$74,699 for all U.S. households. Average household income is projected to be \$70,536 in five years, compared to \$84,910 for all U.S. households.

Current per capita income is \$18,607 in the area, compared to the U.S. per capita income of \$28,597. The per capita income is projected to be \$21,226 in five years, compared to \$32,501 for all U.S. households

Household Income	Subject Area	Hidalgo County	Texas	United States
Median - Current	\$45,554	\$34,176	\$53,616	\$53,217
Average - Current	\$61,990	\$49,737	\$74,999	\$74,699
Per Capita - Current	\$18,607	\$14,107	\$26,940	\$28,597

HOUSEHOLDS BY POVERTY STATUS

	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
HOUSEHOLDS BY POVERTY STATUS				
Total	18,845	100.0%	620	
Income in the past 12 months below poverty level	4,095	21.7%	376	
Married-couple family	1,267	6.7%	225	
Other family - male householder (no wife present)	267	1.4%	83	
Other family - female householder (no husband present)	1,467	7.8%	238	
Nonfamily household - male householder	519	2.8%	162	
Nonfamily household - female householder	575	3.1%	122	
Income in the past 12 months at or above poverty level	14,751	78.3%	586	
Married-couple family	9,384	49.8%	531	
Other family - male householder (no wife present)	550	2.9%	151	
Other family - female householder (no husband present)	2,330	12.4%	315	
Nonfamily household - male householder	1,357	7.2%	202	
Nonfamily household - female householder	1,130	6.0%	198	

Population by Education

Educational attainment is reported for persons age 25 and older. This is the traditional age by which most people have completed their formal education, although a trend has developed in recent years for persons to return for schooling past age 25. Still, these figures provide a picture of the general educational level of the population. Educational attainment is usually associated with income.

The distribution of the educational attainment level of the population aged 25 years or older in the market area is estimated as follows:

Subject - 3 Mile Radius	2009 - 2013 ACS Estimate	Percent	MOE(±)	Reliability
POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT				
Total	37,275	100.0%	1,512	
No schooling completed	1,132	3.0%	234	
Nursery School	0	0.0%	0	
Kindergarten	0	0.0%	0	
1-4th Grade	1,448	3.9%	239	
5-8th Grade	3,413	9.2%	392	
Some High School	3,743	10.0%	413	
High School Diploma	7,405	19.9%	789	
GED	1,713	4.6%	314	
Some College	7,212	19.3%	649	
Associate's degree	2,023	5.4%	290	
Bachelor's degree	6,599	17.7%	517	
Master's degree	1,849	5.0%	289	
Professional school degree	376	1.0%	125	
Doctorate degree	361	1.0%	107	

The same profile for Hidalgo County indicates the following information:

HIDALGO COUNTY				
POPULATION AGE 25+ YEARS BY EDUCATIONAL ATTAINMENT				
Total	375,303	100.0%	179	
No schooling completed	15,287	4.1%	796	
Nursery to 4th grade	25,509	6.8%	1,190	
5th and 6th grade	38,111	10.2%	1,426	
7th and 8th grade	21,738	5.8%	1,185	
9th grade	21,521	5.7%	1,151	
10th grade	10,976	2.9%	863	
11th grade	11,843	3.2%	852	
12th grade, no diploma	7,107	1.9%	605	
High school graduate, GED, or alternative	90,974	24.2%	1,939	
Some college, less than 1 year	17,265	4.6%	976	
Some college, 1 or more years, no degree	42,355	11.3%	1,523	
Associate's degree	15,511	4.1%	921	
Bachelor's degree	40,111	10.7%	1,463	
Master's degree	10,880	2.9%	670	
Professional school degree	4,405	1.2%	463	
Doctorate degree	1,710	0.5%	260	
Source: U.S. Census Bureau, 2005-2009 American		Reliability: high mediu low		

The two charts indicate that educational attainment was considerably higher in the subject market area than in Hidalgo County as a whole. As an example, the percentage of persons 25 years and older with a college or professional school degree in the subject market area was 30.1% as compared to 19.4% for the County as a whole. In the subject area 26.1% of the population over the age of 25 had less than a high school education. This compares to 40.5% for Hidalgo County and around 20% for the United States as a whole.

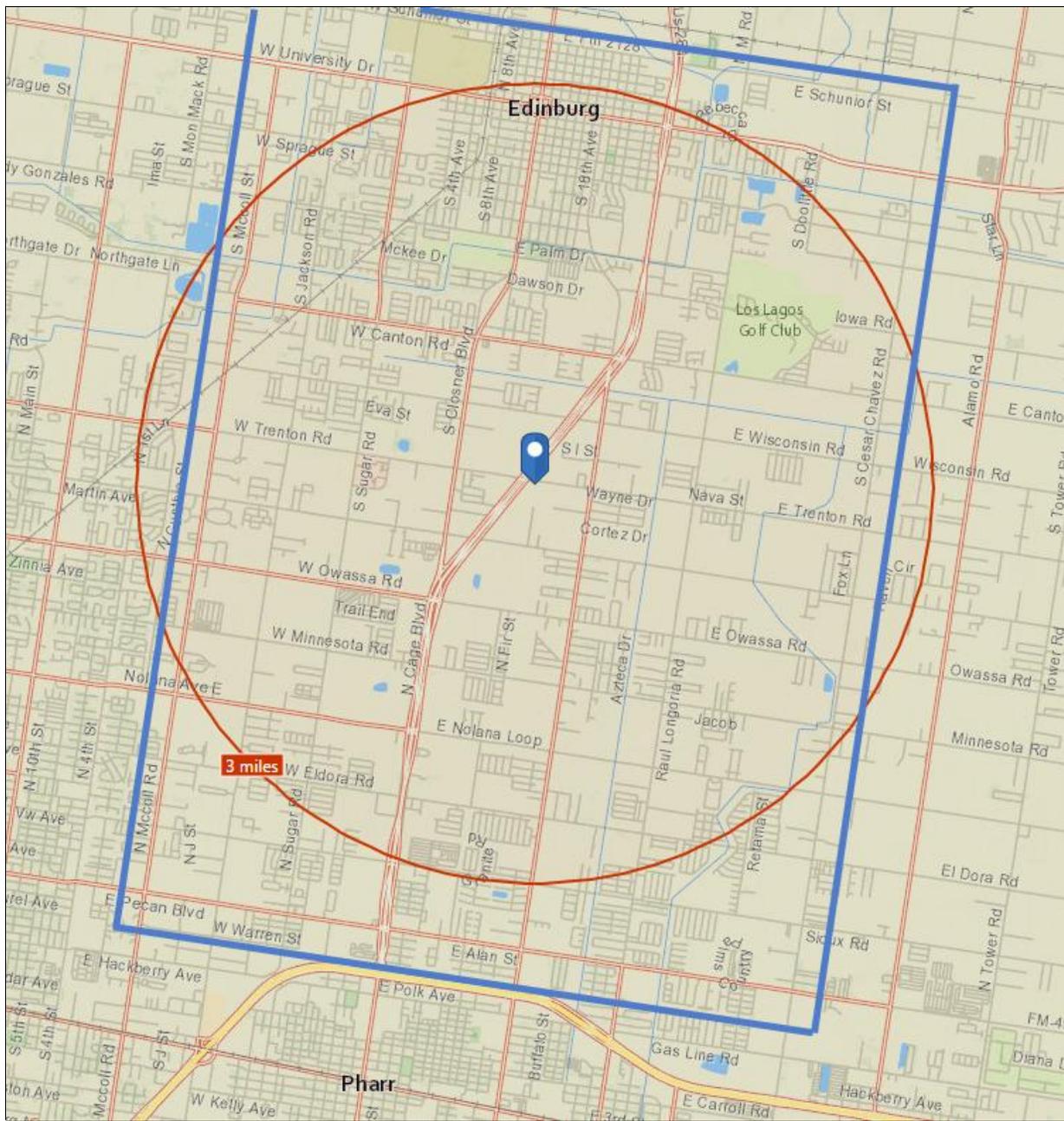
Market Area Conclusion

As development occurs within the urban areas, new subdivisions will be developed in areas where utilities have been extended. For this reason, much of the land that has not been developed within the market area will not be available for development within the near future. The amount of land developed within a given area will be determined by local supply and demand. To some extent, suitable land that has access to utilities is a commodity that will be developed at the lowest price to fulfill market demand.

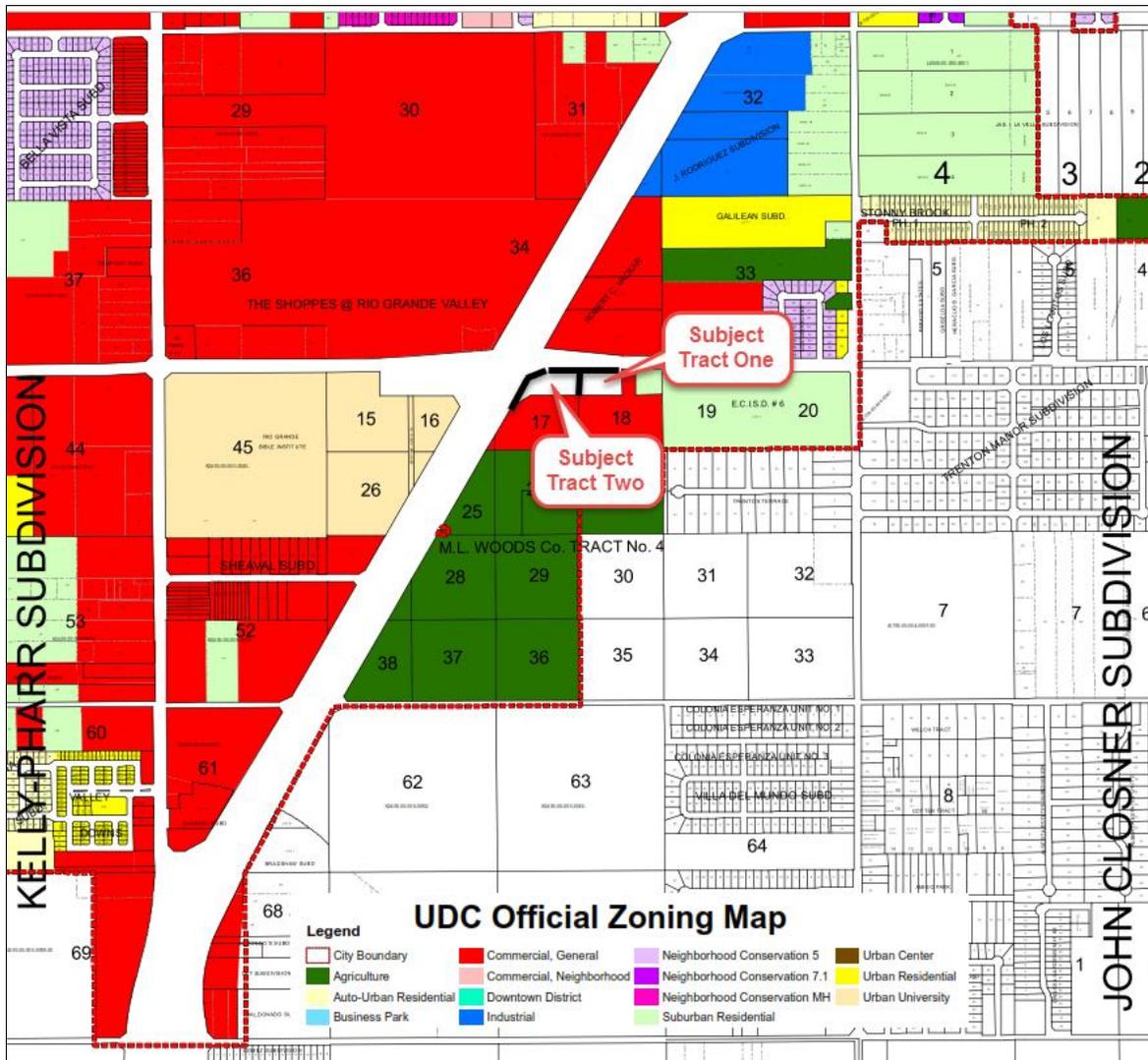
Within the immediate market area, increased development can be anticipated, especially for the areas with the best availability of utilities. The subject area reflects the demographic attributes of the Rio Grande Valley with higher income levels and higher educational attainment than Hidalgo County and the Valley as a whole. The Rio Grande Valley and Hidalgo County both fall below the State of Texas and the United States in terms of wage and income as well as and employment.

Continued growth and increased density of development is anticipated for the subject area. There is a large amount of land available for development. The rate of growth may be limited by the available infrastructure. Increased development density is anticipated as land is absorbed for residential use. As the residential population base expands in the area, additional commercial development can be anticipated to follow.

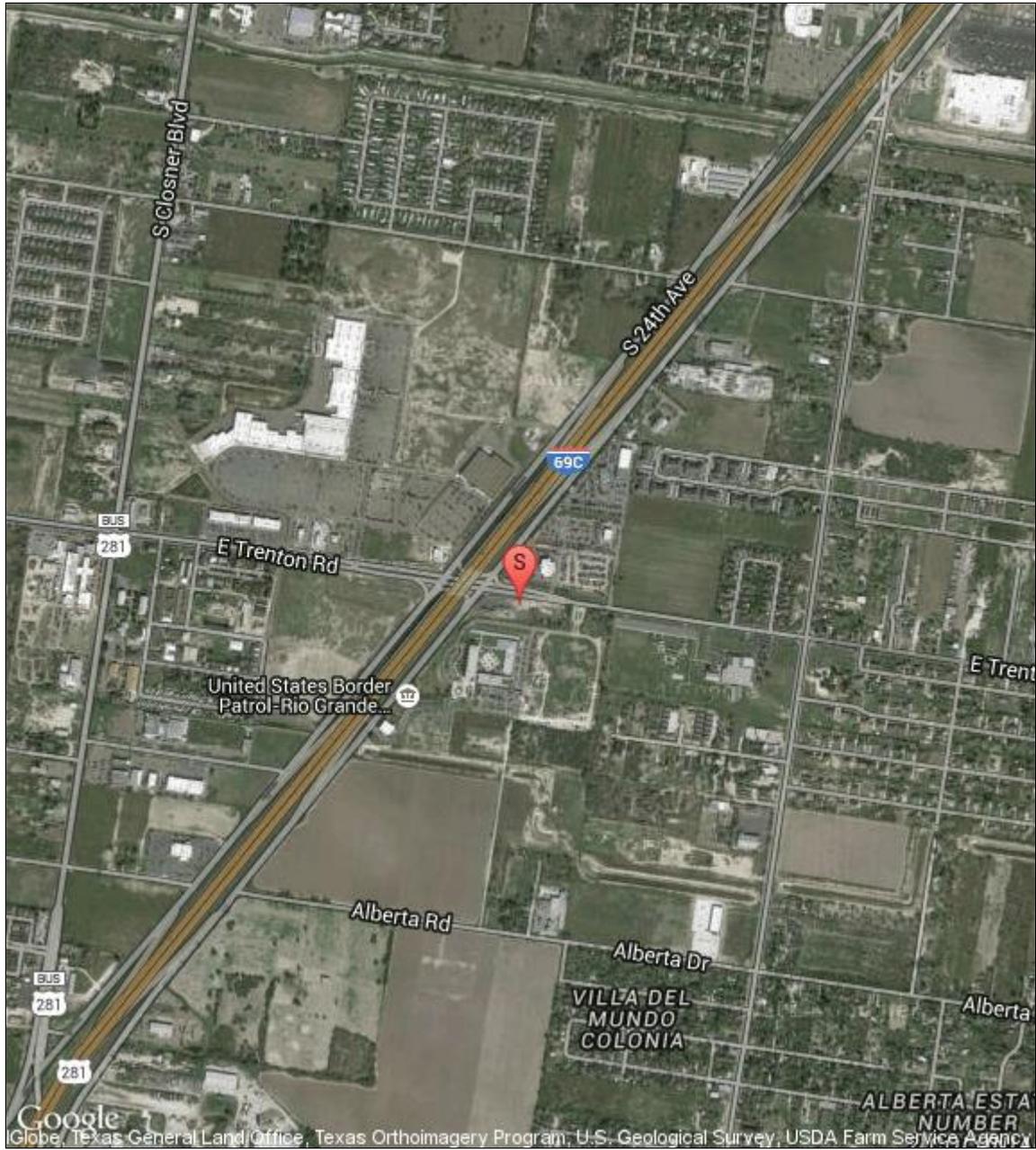
Location and Demographic Area Map – Demographic Area Outlined in Red, Market Area outlined in Blue – Subject identified by Blue arrow



Edinburg Zoning Map



Location Map – Parcel Tracts 1 & 2



SITE DESCRIPTION – WHOLE PROPERTY

Location:	The subject property is located along the southeast corner of US 281 and Trenton Road, Edinburg, Texas.
Current Use of the Property:	Surplus right of way for US 281.
Legal Description – Whole Property:	A 1.192 acre tract identified as Tract One and a 1.422 acre tract identified as Tract Two out of Blocks 17 and 18, M.L. Woods Company Tract No. 4, as recorded in Volume 5, Page 51, Map records Hidalgo County, Texas. The property is more particularly described in the survey and property descriptions included as an exhibit in this report.
Site Size:	Total: 2.6140 acres; 113,866 square feet Usable: 2.6140 acres; 113,866 square feet The survey identifies two tracts totaling 2.6140 acres. No easements are identified and the gross and useable land areas are the same.
Shape:	The site is irregular in shape and is composed of two non-contiguous tracts that are divided by a 40' right of way. The eastern tract which is identified as Tract One is 1.192 acres with 300.04' of frontage along Trenton Road and 159.59' along the west boundary which extends along the 40' right of way. The western tract is identified as Tract Two and is 1.422 acres with 338.49' (less clip corner) along Trenton Road and around 264' (less clip corner) along US 281. The combined land area is 2.614 acres with 264' of frontage along US 281 (less clip corner) and 638.6' of non-contiguous frontage along Trenton Road.
Frontage/Access:	The subject property has average access with frontage as follows: <ul style="list-style-type: none">• US 281: 264.00 feet• Trenton Road; 638.6 feet The site has an average depth of 159.50 feet. It is a corner lot.
Visibility:	Average
Topography:	The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities: Electricity: Electricity
Sewer: city sewer
Water: city water
The subject's utilities are typical and adequate for the market area. The property is within the City Limits of Edinburg and water and sewer service is extended to adjoining properties.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood Zone B or X-500, which is not classified as a special flood hazard area.

FEMA Map Number: 4803380035E
FEMA Map Date: June 6, 2000

FEMA maps indicate the entire site is located in a Zone B or X-500 flood zone. This is not a special flood hazard area.

Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements: No easements are identified on the property survey and non were observed during the site visit. Please reference Limiting Conditions and Assumptions.

Site Analysis & Comments Site utility is average and typical for the community. The appraised property includes a tract of land that is part of the right of way for US 281. It is considered to be surplus property and is appraised as a separate economic unit.

Assessment and Taxes

Tax information has been searched to determine current assessed value and tax rates from the County Appraisal District for 2015.

Taxing Authority City of Edinburg, Drainage District #1, Hidalgo County, South Texas College, Edinburg ISD, South Texas School District

Assessment Year 2015

Comments No tax account has been identified for the subject property. Properties owned by governmental or quasi-governmental entities are typically assessed subject to EX-XV exemptions. The exemption relates to property owned by this state or a political subdivision of this state that is exempt from taxation if the property is used for public purposes. The taxing entities and tax rate reflects information obtained for an adjoining property.

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total	Tax Rate	Taxes
No account Identified	\$0	\$0	\$0	\$2.79470	\$0

Zoning

LAND USE CONTROLS

Zoning Code	NA, Not currently zoned
Actual Density of Use	NA, unimproved, no building improvements
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Change Likely	As a severed tract and as a separate economic unit it is likely that the property will be zoned for General Commercial use.
Zoning Change Description	None known
Set Back Distance	Based on General commercial zoning the setback requirements include 25' for the front setback and 10' for the rear setback.
Side Yard Distance	Side yard setback requirements for General Commercial use are 8' to 10'.
Zoning Comments	If zoned for General Commercial use, the ordinance requires a minimum lot area of 10,000 to 20,000 square feet, minimum frontage of 50' and a maximum building height of 45' to 50' depending on the proposed use. Most commercial uses are either permitted uses or a possible use based on a limited use review or a special use review.

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.²

Physically Possible: The appraised property offers approximately 2.6140 acres of land. The property has frontage, visibility, and exposure along US 281 and also along Trenton Road. The site is located in a Zone B or X-500 Flood Insurance Rate area. Zone B or X-500 is not a special flood hazard area and flood insurance is not required.

The natural topography is near level. Portions of the property have been utilized for bulk storage of road materials and some of those materials remain on the site. Tract shape is rectangular and the site offers sufficient size and shape for a variety of possible uses. Physically possible uses include single or multi-family use along with various commercial and light industrial uses. Development patterns in the area are for residential and institutional or municipal use.

Legally Permissible: The property is inside the City Limits but is not zoned. It is located in the City of Edinburg extra-territorial jurisdiction and the City will have jurisdiction regarding plat approval if the property were to be subdivided.

Financially Feasible: Financially feasible uses are limited to considerations that are both physically possible and legally permissible. The site is located in an area where land values have escalated beyond acceptable levels for most residential uses. US Expressway 281 (a/k/a US 69C) and Trenton Road both carry significant traffic volumes and provide convenient connections to most areas of Hidalgo County. The property is in the Edinburg City Limits. It is currently part of the right of way for US 281 and road right of way is not zoned by the city. Commercial use is the primary land use along US 281 and Trenton Road.

Maximally Productive: The maximally productive use for the site is that which develops the greatest sustainable value for the land. The property is in the Edinburg City Limits and City services have been extended to the property. The maximally productive use is for future commercial use.

Highest and Best Use of the Site

The highest and best use of the site, as vacant, is Commercial use: The appraised property is located along the intersection of US 281 and Trenton Road in Edinburg, Texas. City utility services are extended to the property but not connected. Topography is near level and the property is located in flood zone 'X-500' which is not a special flood hazard area. Since the property is currently part of the right of way for US 281 it is not currently zoned. Adjoining property is zoned for General Commercial use and a similar zoning can be anticipated for the subject. Highest and best use is for commercial use.

Highest and Best Use as Improved

Not applicable, the property is unimproved.

SURVEY DESCRIPTION –page 1 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 – 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas; for the POINT OF BEGINNING and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.59 feet to a point for the north corner of this tract,

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract;

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the POINT OF BEGINNING, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building 4, Suite 154, 12100 Park 35 Circle, Austin, Texas 78751 (512) 239-5262

METES AND BOUNDS DESCRIPTION – page 2 of 4

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 – 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a ½" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set for the **POINT OF BEGINNING** and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 356.51 feet to a ½" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the **POINT OF BEGINNING**, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

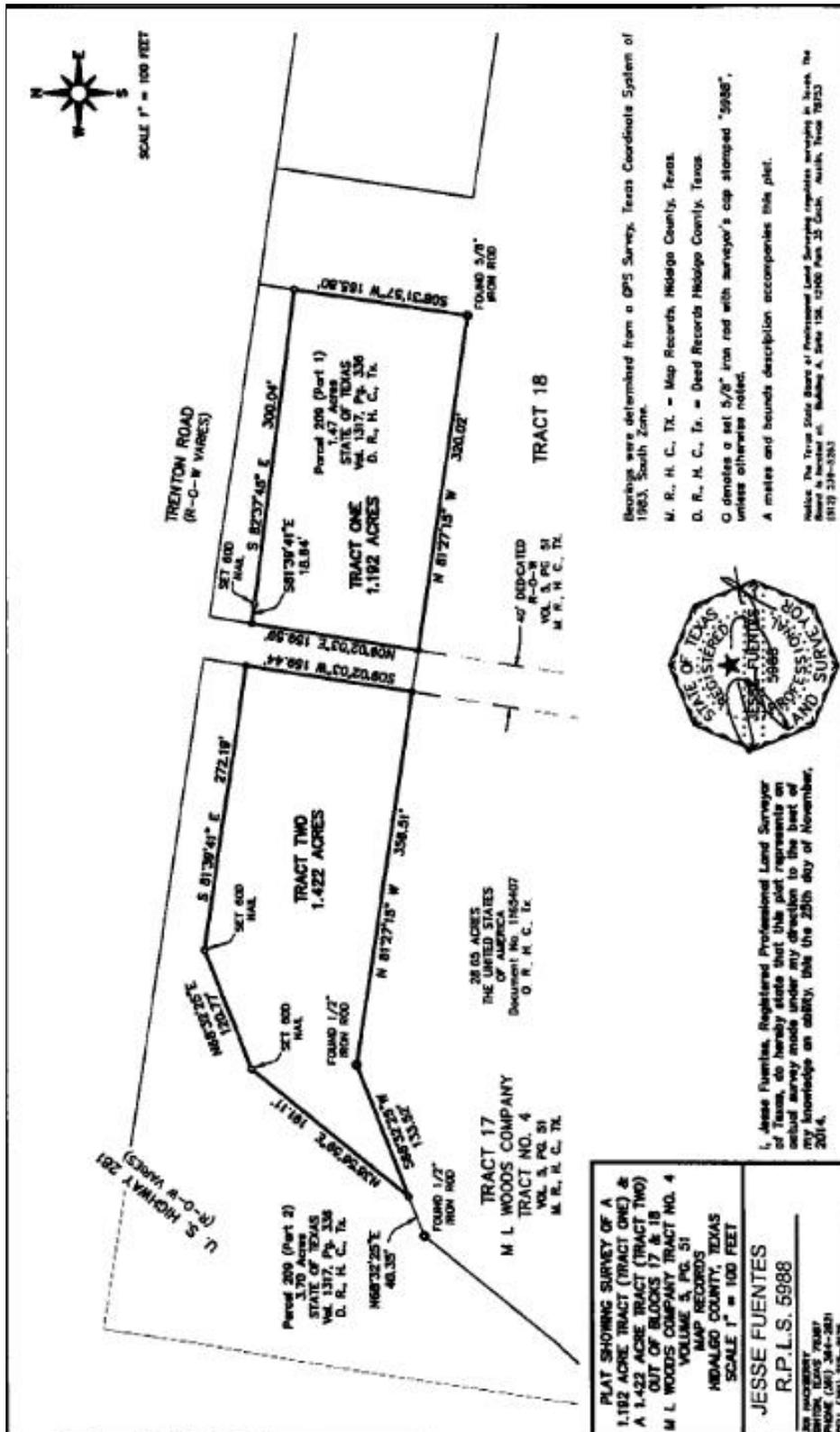
I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes".

**Registered Professional Land Surveyor
Texas Registration No. 5988**

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 25 Circle, Austin, Texas 78757 (817) 226-8267



VALUATION SECTION

SITE VALUATION – SALES COMPARISON APPROACH

In site valuation, the Sales Comparison Method of valuation is preferred. This method calls for the comparing, weighing and relating of known land sales with the site under appraisal. Elements of comparison include property rights conveyed, financing terms, conditions of sale, date of sale, location, and physical characteristics as needed.

In the sales comparison approach, a direct comparison method of valuation will be utilized. The direct comparison will rely on abstraction or allocation of individual adjustments to reconcile differences between the appraised property and the comparable sales. Each comparable will be adjusted for location and various physical conditions and an adjusted value developed for comparison with the subject.

The following represents a presentation and discussion of data and resultant value conclusion for the property.

Land Comparables

I have researched four comparable sales for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. The comparable sales are summarized on the following pages.

Comparable	Address	Date	Current Use	Depth
Comparable	City	Price	Price per Land SF	Acres
1	Trenton Road, W/Sugar Road Edinburg	5/20/14 \$562,500	Vacant \$10.51	290 1.229
2	121 Trenton Rd Edinburg	12/13/13 \$1,488,009	Vacant \$15.50	261 2.24
3	Business 83 & Ware Road (SEC) McAllen	1/8/15 \$1,333,299	Unimproved \$16.55	332 1.85
4	Trenton Road E/US 281 Edinburg	9/13/13 \$1,029,776	Vacant \$958,320.00	220 1.0745

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4				
Address	SEC US 281 and Trenton Road	Trenton Road, W/Sugar Road	121 Trenton Rd	Business 83 & Ware Road (SEC)	Trenton Road E/US 281				
City	Edinburg	Edinburg	Edinburg	McAllen	Edinburg				
State	Texas	Texas	Texas	Texas	Texas				
Date	7/29/2014	5/20/2014	12/13/2013	1/8/2015	9/13/2013				
Price	\$0	\$562,500	\$1,488,009	\$1,333,299	\$1,029,776				
Land SF	113,866	53,535.00	95,998.00	80,586.00	46,808.00				
Land SF Unit Price	\$0.00	\$10.51	\$15.50	\$16.55	\$22.00				
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Bank	0.0%	Bank	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale	Arm's Length	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Expenditures After Sale		\$0.00	\$0.00	\$0.00	\$0.00				
Adjusted Land SF Unit Price		\$10.51	\$15.50	\$16.55	\$22.00				
Market Trends Through	7/29/14	0.0%	0.0%	0.0%	0.0%	0.0%			
Adjusted Land SF Unit Price		\$10.51	\$15.50	\$16.55	\$22.00				
Location	Good	Subject is Superior	Subject is Similar	Subject is Inferior	Subject is Inferior				
% Adjustment		20%	0%	-10%	-20%				
\$ Adjustment		\$2.10	\$0.00	-\$1.65	-\$4.40				
Acres	2.614	1.23	2.24	1.85	1.07				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Encumbrance or Easement	No known adverse	Easements	Gas line 5%	Access esmt 10%	No adverse				
% Adjustment		0%	5%	10%	0%				
\$ Adjustment		\$0.00	\$0.78	\$1.65	\$0.00				
Shape	Irregular	Rectangular	Rectangular	Rectangular	Slightly Irregular				
% Adjustment		-10%	-10%	-10%	-10%				
\$ Adjustment		-\$1.05	-\$1.55	-\$1.65	-\$2.20				
Depth	159.5	290	260.7	332	219.98				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Flood Zone	Zone B or X-500	Zone X500	X500	Zone C	X500				
% Adjustment		0%	0%	0%	0%				
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00				
Adjusted Land SF Unit Price		\$11.56	\$14.73	\$14.89	\$15.40				
Net Adjustments		10.0%	-5.0%	-10.0%	-30.0%				
Gross Adjustments		30.0%	15.0%	30.0%	30.0%				



COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 1

Improved Sale

Rental Data

COMPARABLE DATA SUPPLEMENT FOR LAND SALE #1 ADDITIONAL DETAILS ON THE FOLLOWING PAGE

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

COMPARABLE DATA SUPPLEMENT - Land Comparable 1



Transaction			
Grantor	Solida Administradora de Portafolios, S.A. DE C.V.	Grantee	B.G.S. Naraindas, INC., A Texas Corporation
Date	May 20, 2014	Document No.	2517155
Address	Trenton Road, W/Sugar Road	City	Edinburg
State	Texas	Zip	78539
Tax ID	C-7884-00-000-0003-00	Conditions of Sale	Normal
Price	\$562,500	Financing	Bank
Days on Market	388	Property Rights	Fee Simple
Legal Description	Lot 3, Concord Plaza Subdivision, an addition to the City of Edinburg, Hidalgo County, Texas, according to map thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas		
ID		Verification Source	Broker
Site			
Acres	1.2	Price per Acre	\$457,691
Land SF	53,535	Price per Land SF	\$10.51
Topography	Level	Zoning Type	General commercial
Shape	Rectangular	Flood Zone	Zone X500
Utilities	Water, sewer, electric	Encumbrance or Easement	Easements
Tax ID	C-7884-00-000-0003-00	Comp Entered By	JJM & JM

Notes

The sale is located on the north side of Trenton Road about 390' west of Sugar Rd., Edinburg. Financing was by a \$393,750 note to Lone Star National Bank. Easements include: 30' share of a 60' common access easement on the west; 20' utility on the north; 26.21' Hidalgo County Irrigation District #2 along the frontage and a 15' utility along the north side of the HCID #2 easement. The access drive on the west side of the property reduces the usable area by 30' or approximately 14% of the total site. The unit value is calculated based on the usable land area after deducting the common access easement. The gross land area is 65,250 square feet and the land area net the common access drive is estimated at 53,535 square feet. The notes for the subdivision plat identifies a common access easement that will permit access across this lot for two adjoining lots to the east. It was purchased as a location for a car wash.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 2

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #2
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 2



Transaction

Grantor	Arnoldo Gonzalez Jr., Jorge Alberto Gonzalez, and Elma Edna Lorenzana,	Grantee	Grupo Martre, LTD. a Texas Limited Partnership
Date	December 13, 2013	Document No.	2474082
Address	121 Trenton Rd	City	Edinburg
State	Texas	Zip	78539
Tax ID	K2400-00-000-036-02	Conditions of Sale	Normal
Price	\$1,488,009	Financing	Bank
Days on Market	229	Property Rights	Fee Simple
Legal Description	The East 2.79 acres of the West 5.0 acres of the South 10 acres of Lot 36, Kelly-Pharr Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 133-134, Deed Records, in the office of the County Clerk of Hidalgo County, Texas,. SAVE AND EXCEPT a 0.550 acre tract of land previously conveyed by Arnoldo Gonzalez and Maria De La Luz Gonzalez unto the City of Edinburg by Warranty Deed dated April 19, 1999, filed May 5, 1999 under Document Number 771148, Official Records of Hidalgo County, Texas		
ID	1280	Verification Source	Broker- Daniel Galvan

Site

Acres	2.2	Price per Acre	\$675,201
Land SF	95,998	Price per Land SF	\$15.50
Topography	Level	Zoning Type	Commercial
Shape	Rectangular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	Gas line 5%
Tax ID	K2400-00-000-036-02	Comp Entered By	JJM and AWM

Notes

The sale is located on the north side of Trenton Road about 0.10 mile east of Closner Boulevard, Edinburg. Financing was by a \$2,500,000 loan from International Bank of Commerce. A 20' wide natural gas pipeline easement runs E/W 15' inside the north boundary. The easement is located in an area normally reserved for parking and impacts the property to an extend of approximately 5%. the encumbered area is 7.7% of the total land area. The listing/selling broker said that the purchaser has a background of fashion design and that he talked of doing that and having additional retail space.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 3

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #3
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 3



Transaction

Grantor	Solloa Kuri Investments, LLC	Grantee	Stripes, LLC
Date	January 8, 2015	Document No.	2015-2577774
Address	Business 83 & Ware Road	City	McAllen
State	Texas	Zip	78501
Tax ID	C5357-01-000-0001-00	Conditions of Sale	Normal
Price	\$1,333,299	Financing	Cash
Days on Market	unknown	Property Rights	Fee Simple
Legal Description	Lot 1, City Center Subdivision Phase I, an addition to the City of McAllen, Hidalgo County, Texas, as per map or plat under Clerk's file No. 2570362, Official Records and Map records of Hidalgo County, Texas.		
ID	1299	Verification Source	Read from settlement statement

Site

Acres	1.9	Price per Acre	\$180,162
Land SF	80,586	Price per Land SF	\$16.55
Topography	Near level	Zoning Type	
Shape	Rectangular	Flood Zone	Zone C
Utilities	Water, sewer, electric	Encumbrance or Easement	Access esmt 10%
Tax ID	C5357-01-000-0001-00	Comp Entered By	JM

Notes

this property is located along the southeast corner of Business Highway 83 and Ware Road in McAllen. The subdivision plat identifies dedications for additional road right of way for Ware Road and Business Highway 83. After road dedication, the land area is identified at 1.85 acres. This includes 15' of a 30' access easement along the east boundary and 15' and more of an access easement along the south boundary. The portion of the eaccess easement on this property is estimated at 0.225 acres and the impact of the easement is estimated at 10%. The easement will provide access to Business Highway 83 and Ware Road for other property that will be subdivided out of adjoining property on the south and east. Dimensions include 250.21' along Business Highway 83 and 332.44' along Ware Road, less a clip corner at the intersection.

COMPARABLE DATA SUPPLEMENT

District: Pharr District
County: Hidalgo

Parcel No.: Tracts 1 & 2
ROW CSJ: 0255-08-103

Highway: US 281

Land Sale 4

Improved Sale

Rental Data

**COMPARABLE DATA SUPPLEMENT FOR LAND SALE #4
ADDITIONAL DETAILS ON THE FOLLOWING PAGE**

Grantor/Lessor:

Grantee/Lessee:

Date:

Recording Information:

Key Map:

Address:

Zip Code:

Legal Description:

Confirmed Price \$:

Verified with:

Terms and Conditions of Sale:

Rental Data:

Land Size:

Unit Price as Vacant \$:

Type Street:

Utilities:

Improvement(s) Description:

Improvement(s) Size: (GBA) (NRA)

Unit Price as Improved \$:

Condition and Functional Design:

Current Use:

Highest & Best Use:

Date of Inspection: October 05, 2012

Zoning:

Flood Plain:

Attach additional information as necessary.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA
(Typed, not signed)

July 20, 2015
Date

Land Comparable 4



Transaction

Grantor	FDIC as receiver for First National Bank Edinburg	Grantee	The Shoppes at Rio Grande Valley
Date	September 13, 2013	Document No.	2565474
Address	Trenton Road E/US 281	City	Edinburg
State	Texas	Zip	78539
Tax ID	T3663-01-000-0002-00	Conditions of Sale	Normal
Price	\$1,029,776	Financing	Cash
Days on Market	596	Property Rights	Fee Simple
Legal Description	Lot Two (2), Amended Plat of the Shoppes at Rio Grande Valley subdivision Phase 1, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Page 74, Map Records, Hidalgo County, Texas.		
ID	1282	Verification Source	Cited in Deed

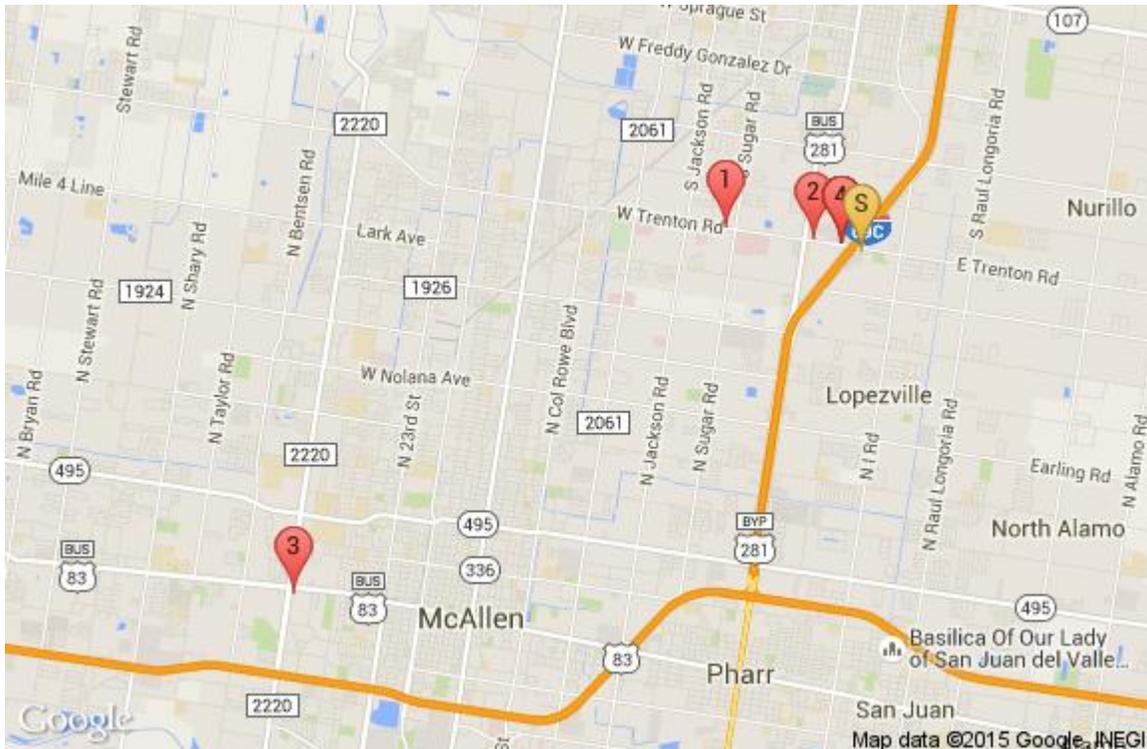
Site

Acres	1.1	Price per Acre	\$22
Land SF	46,808	Price per Land SF	\$958,320.00
Topography	Level	Zoning Type	
Shape	Slightly Irregular	Flood Zone	X500
Utilities	Full city	Encumbrance or Easement	No adverse
Tax ID	T3663-01-000-0002-00	Comp Entered By	John J Malcom

Notes

The sale is located on the north side of Trenton Road about .09 mile west of US Expressway 281, in the Shoppes of Edinburg shopping mall, Edinburg. Dimensions are: North - 171.47'; south - 207.0'; East - 219.98' and West - 201.01'. The property is located at a signalized intersection at one of the primary entrances into the development. It was purchased to construct a Texas Roadhouse restaurant. The development is anchored by JCPenney's, Burlington Coat Factory and Academy. Additional tenants include Big Lots, TJ Maxx, Ross, Burkes Outlet, Party City, Lane Bryant, Melrose, Carter's, Petco, GNC, and Dollar Tree. Pad sites include Starbucks, IHOP, Taco Palenque, Popeye's, and McDonalds.

Comparable Sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a discussion of the comparable sales and the adjustments applied.

Explanation of Adjustments with Reconciliation:

Property Rights

All comparable sales were conveyed based on a fee simple estate subject to conventional existing easements. No adjustment is required for property rights conveyed.

Financing

The comparable sales include 2 cash sales and 2 sales with bank financing. No adjustment is required for financing.

Conditions of Sale

All sales are arm's length, third party transactions. No adjustment for condition of sale is utilized. The appraiser notes that land sale #1 was conveyed by a financial institution and, as a result, some potential exists for adverse conditions of sale. The marketing time was just over 12 months and the unit value is at the low end of the range. The potential for some adverse conditions of sale will be considered in the reconciliation and selection of the final value. No adjustment is included for conditions of sale.

Land sale #4 was also sold by a financial institution. It occupies a strategic location since it is a signalized intersection and the main entrance into the development. This comparable sold at the top of the value range and in line with other high value properties in the market. No adjustment is included for conditions of sale.

Economic Trends

The comparable land sales were conveyed between September, 2013 and January, 2015. The date of the current appraisal is July, 2014 and the comparable sales precede the date of appraisal from 6 months to 21 months. Even though sales volume has increased over the past 2 years, no adjustment is included due to a lack of comparable data to support a change in direction for market conditions.

Location

The appraised property includes a corner location at the southeast intersection of US 281 and Trenton Road. It is an urban area with extensive development in three quadrants of the intersection. Existing development includes the Border Patrol facility immediately south of the subject, 2 car dealerships immediately north across Trenton Road, the Shoppes at the Rio Grande Valley at the northwest corner of the intersection and an unimproved tract that is planned for a new HEB grocery store at the southwest corner.

Land sale 1 is located at the far east end of Concord Plaza Subdivision with no adjoining developed lots. Although it is a corner site, the secondary road is a shared access road rather than a dedicated road or an entry into a larger development. The appraised property is superior for location and sale #1 is adjusted upward.

Land sale 2 is located along the north side of Trenton Road between Business 281 and US 281. It adjoins Trenton Park Plaza Subdivision which is bordered on the north and east by The Shoppes at Rio Grande Valley. The appraised property is similar for location.

Land sale 3 is located along the southeast corner of Ware Road and Business Highway 83 near the McAllen Convention Center and Palms Crossing development. It has extensive frontage on both Ware Road and Business Highway 83 and the appraised property is inferior for location.

Land sale #4 is located along the main entry into The Shoppes at Rio Grande Valley which is one of the primary entrances into the development. The appraised property is inferior for location and land sale #4 is adjusted downward in the comparison grid.

Size

The appraised property includes two tracts of land that total 2.614 acres. The comparable sales range in size from 1.07 acres to 2.24 acres. In many instances, commercial lots require an adjustment for differences in size. In this instance, the adjustment does not appear to be relevant and no adjustment is included for differences in size.

Physical Characteristics

The remaining adjustments to consider under physical characteristics include the elements of Easements, shape and flood zone.

The appraised property has no known adverse easements. Land sale #1 and an access easement that is shared with an adjoining property. The access easement has been netted out of the gross land area and no adjustment is required for land sale #1. Land sale #2 is encumbered by a gas line easement that impacts the property to the extent of 5% and land sale #2 is adjusted upward by this amount. Land sale #3 is encumbered by various access easements with one easement shared with an adjoining property and one easement contained completely within the comparable. The impact of the easement is estimated at 10% and land sale #3 is adjusted upward by this amount. Land sale #4 has no known adverse easements and no adjustment is included for this element of comparison.

The appraised property is irregular in shape and includes two tracts that are separated by a dedicated 40' wide right of way. Each of the comparable sales are individual tracts and the appraised property is inferior for this characteristic. Each of the comparable sales is adjusted downward in the comparison grid.

Topography or Flood Zone

The appraised property is not located in a special flood hazard area and the comparable sales are not located in a special flood hazard area. The appraised property and comparable sales are similar with no adjustment required.

Sales Comparison Approach Conclusion – Land Valuation

The adjusted values of the comparable properties range from \$11.56 to \$15.40; the average is \$14.14. All of the value indications have been considered in arriving at my final reconciled per square foot value of \$15.00. Although all of the sales have been considered, less consideration is accorded land sale #1 which has some potential for adverse conditions of sale and does indeed appear to have sold below the prevailing land value along Trenton Road. The market value for the property is calculated in the following table.

As Is Market Value – Whole Property	
Indicated Value per Square Foot:	\$15.00
Subject Size:	113,866.00 acre
Indicated Value:	\$1,707,990
Rounded:	\$1,700,000
One Million Seven Hundred Thousand Dollars and Zero Cents	

The final value for the subject site is \$1,700,000.

ESTIMATED VALUE OF ACQUISITION

Land/Improvements	Land Area	Acres/ Sq.ft.	Price/ Unit	Land Value	Totals
Land in Fee	113,866		\$15.00	\$1,707,990	
	.00				
Land in Easement			\$0	\$0	
	-				
Total Land					\$1,707,990
Site Improvements	#/Units	\$/Unit	Cost New	Depreciation	Depreciated Value
NA, no site improvements	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
NA	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
--	--	--	\$0	0%	\$0
Improvement Value					\$0
Value as a Unit					\$1,707,990
Cost to Cure (if any)					\$0
Estimated Compensation					\$1,707,990
					90
TOTAL ESTIMATED VALUE				\$1,707,990	
Cost to Cure Damages				\$0	
Estimated Total Compensation				\$1,707,990	
Rounded To				\$1,700,000	

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, John H. Malcom, Jr., has completed the continuing education program of the Appraisal Institute.
- John H. Malcom, Jr. has made an inspection of the subject property.

A handwritten signature in blue ink, appearing to read "John H. Malcom, Jr.", is positioned above the typed name.

John H. Malcom, Jr., MAI, CCIM, SR/WA
TX-1320239-G

ADDENDA

DEFINITIONS

Market Value:² The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

A **Fee Simple** estate is defined² as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing Time is defined² as: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

³ A current economic definition agreed upon by federal financial institutions in the United States of America. As promulgated by the Appraisal Standards Board of "The Appraisal Foundation" effective April 20, 1990.

Exposure Time is defined² as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

As Is Market Value: The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.²

LIMITING CONDITIONS AND ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Professional Appraisal Services, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Professional Appraisal Services, Inc.'s regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Professional Appraisal Services, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed utility project. This exception was made under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.

The appraisal of the Remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements.

EXHIBIT "B" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR TRANSFER OF PROPERTY LOCATED AT THE SOUTHEAST INTERSECTION OF TRENTON ROAD AND US EXPRESSWAY 281 (I-69C) FROM THE CITY TO THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR ECONOMIC DEVELOPMENT

EXHIBIT "B"

TEXAS TRANSPORTATION COMMISSION

HIDALGO County

MINUTE ORDER

Page 1 of 1

PHARR District

In the City of Edinburg, HIDALGO COUNTY, on US 281, the state of Texas acquired certain land by instrument recorded in Volume 1317, Page 336, Deed Records of Hidalgo County, Texas.

Portions of the land, Tracts 1 and 2 (Tracts), described in Exhibit A, are no longer needed for state highway purposes.

In accordance with V.T.C.A., Transportation Code, Chapter 202, Subchapter B, the Texas Transportation Commission (commission) may recommend the sale of any interest in real property acquired and no longer needed for a state highway purpose.

The City of Edinburg has requested to purchase the Tracts for \$1,707,990.

The commission finds \$1,707,990 to be a fair and reasonable value of the state's right, title, and interest in the Tracts.

IT IS THEREFORE ORDERED by the commission that the Tracts are no longer needed for a state highway purpose. The commission recommends, subject to approval by the attorney general, that the governor of Texas execute a proper instrument conveying all of the state's right, title, and interest in the Tracts to the City of Edinburg, Texas, for \$1,707,990; SAVE AND EXCEPT, however, there is excepted and reserved herefrom all of the state's right, title, and interest, if any, in and to all of the oil, gas, sulphur, and other minerals, of every kind and character, in, on, under, and that may be produced from the land.

Submitted and reviewed by:

Director, Right of Way Division

Recommended by:

Executive Director

114661 July 28 '16

Minute
Number

Date
Passed

Exhibit A

STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 1 - 1.192 ACRE TRACT
METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF HIDALGO

Being a 1.192 acre tract of land, being out of a 1.47 acre tract (Part 1) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.192 acre tract is part of Lot 17 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.192 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found at the south corner of said 1.47 acre tract (Part 1) and an interior corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas; for the POINT OF BEGINNING and the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 1.47 acre tract (Part 1), and the southwest line of this tract, a distance of 320.02 feet to a point on the southeast right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the west corner of this tract;

THENCE North 09° 02' 03" East along the southeast right-of-way line of said 40-ft. Dedicated County Road (not open), the northwest line of said 1.47 acre tract (Part 1), and the northwest line of this tract, a distance of 159.59 feet to a point for the north corner of this tract,

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 18.64 feet to a 60d nail set for an angle corner of this tract;

THENCE South 82° 37' 45" East continuing along the northeast line of this tract, a distance of 300.04 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set on the northerly northwest line of said 28.65 acre tract and the southeast line of said 1.47 acre tract (Part 1), for the east corner of this tract,

THENCE South 08° 31' 57" West along the northerly northwest line of said 28.65 acre tract, the southeast line of said 1.47 acre tract (Part 1), and the southeast line of this tract, a distance of 165.80 feet to the POINT OF BEGINNING, containing 1.192 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



A handwritten signature in black ink, appearing to read "J. Fuentes".

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 154, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263

**STATE OF TEXAS
TO
CITY OF EDINBURG
TRACT 2 - 1.422 ACRE TRACT
METES AND BOUNDS DESCRIPTION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

Being a 1.422 acre tract of land, being out of a 3.70 acre tract (Part 2) described in Deed from Robert S. Hensley, et ux, to the State of Texas by Deed dated February 16, 1972 and recorded in Volume 1317 Page 336 of the Deed Records of Hidalgo County, Texas;

Said 1.422 acre tract is part of Lot 18 of M. L. Woods Co. Tract 4, as shown on map recorded in Book 5, Page 51 of the Map Records of Hidalgo County, Texas;

Said 1.442 acre tract is comprised of a portion of the Antonio Velasco Porcion, Abstract 45 and is situated within the city limits of Edinburg, Texas, and is described by metes and bounds as follows:

Commencing at a 1/2" iron rod found at the southwest corner of said 3.70 acre tract (Part 2) and on the southeast right-of-way line of U. S. Highway 281 and at an angle corner of a 28.65 acre tract of land described in Act of Donation and Special Warranty Deed recorded in Document No. 1165407 of the Official Records of Hidalgo County, Texas;

THENCE North 68° 32' 25" East along the westerly southeast line of said 3.70 acre tract (Part 2) and a northwest line of said 28.65 acre tract, a distance of 40.35 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 5988" set for the **POINT OF BEGINNING** and the southwest corner of this tract;

THENCE North 38° 56' 59" East along the northwest line of this tract, a distance of 191.11 feet to a 60d nail set for an angle corner of this tract;

THENCE North 68° 32' 25" East continuing along the northwest line of this tract, a distance of 120.77 feet to a 60d nail set for an angle corner of this tract;

THENCE South 81° 39' 41" East along the northeast line of this tract, a distance of 272.19 feet to a point on the easterly southeast line of said 3.70 acre tract (Part 2), the northwest right-of-way line of a 40-ft. Dedicated County Road (not open), as shown on map recorded in Volume 5, Page 51 of the Map and Plat Records of Hidalgo County, Texas; for the east corner of this tract;

THENCE South 09° 02' 03" West along the northwest right-of-way line of said 40-ft. Dedicated County Road (not open), the easterly southeast line of said 3.70 acre tract (Part 2), and the easterly southeast line of this tract, a distance of 159.44 feet to a point at the south corner of said 3.70 acre tract (Part 1) and on a northeast line of said 28.65 acre tract, for the south corner of this tract;

THENCE North 81° 27' 15" West along a northeast line of said 28.65 acre tract, the southwest line of said 3.70 acre tract (Part 1), and the southwest line of this tract, a distance of 356.51 feet to a 1/2" iron rod found at an angle corner of said 28.65 acre tract and an angle corner of said 3.70 acre tract (Part 1), for an angle corner of this tract;

THENCE South 68° 32' 25" West along a northwest line of said 28.65 acre tract, a southeast line of said 3.70 acre tract (Part 2), and the westerly southeast line of this tract, a distance of 133.52 feet to the **POINT OF BEGINNING**, containing 1.422 acres of land, more or less, subject to all easement of record.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

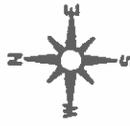
I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of November, 2014.



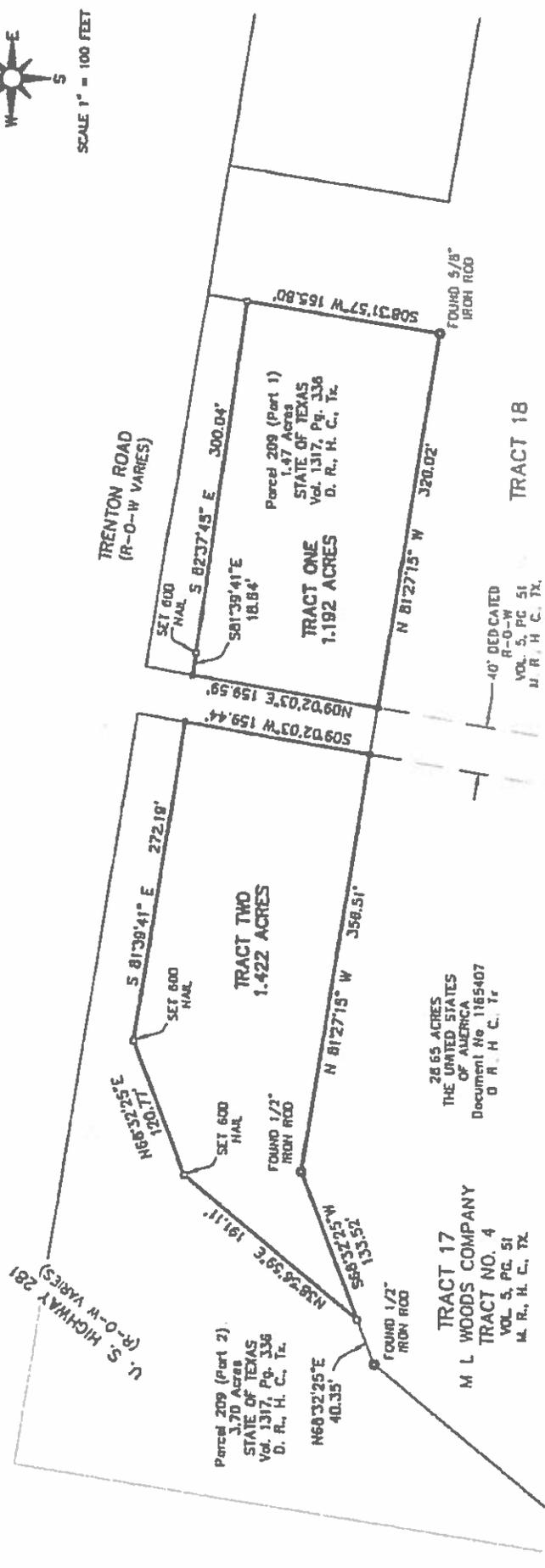
A handwritten signature in black ink, appearing to read "J. Fuentes", written in a cursive style.

Registered Professional Land Surveyor
Texas Registration No. 5988

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512) 239-5263



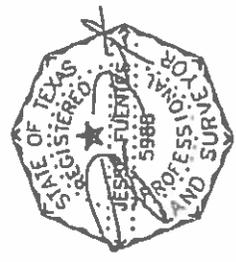
SCALE 1" = 100 FEET



PLAT SHOWING SURVEY OF A
 1.192 ACRE TRACT (TRACT ONE) &
 A 1.422 ACRE TRACT (TRACT TWO)
 OUT OF BLOCKS 17 & 18
 M L WOODS COMPANY TRACT NO. 4
 MAP RECORDS
 VOLUME 5, PG. 51
 HIDALGO COUNTY, TEXAS
 SCALE 1" = 100 FEET

JESSE FUENTES
 R.P.L.S. 5988

JOY HADENBERRY
 SURVEYOR, TEXAS 76387
 PHONE (381) 344-2421
 CELL (381) 215-9158



I, Jesse Fuentes, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 25th day of November, 2014.

Bearings were determined from a GPS Survey, Texas Coordinate System of 1983, South Zone.

M. R., H. C., Tr. = Map Records, Hidalgo County, Texas.

D. R., H. C., Tr. = Deed Records Hidalgo County, Texas.

O denotes a set 5/8" iron rod with surveyor's cap stamped "5988", unless otherwise noted.

A mates and bounds description accompanies this plat.

Notice: The Texas State Board of Professional Land Surveying regulates surveying in Texas. The Board is located at: Barbara A. Sutt 198, 15100 Park 33 Circle, Austin, Texas 78753 (512) 239-5263

28.65 ACRES
 THE UNITED STATES
 OF AMERICA
 Document No 1165407
 D. R., H. C., Tr.

TRACT 17
 M L WOODS COMPANY
 TRACT NO. 4
 VOL. 5, PG. 51
 M. R., H. C., Tr.

Parcel 209 (Part 1)
 1.47 Acres
 STATE OF TEXAS
 Vol. 1317, Pg. 336
 D. R., H. C., Tr.

Parcel 209 (Part 2)
 3.70 Acres
 STATE OF TEXAS
 Vol. 1317, Pg. 336
 D. R., H. C., Tr.

TRACT 18

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider a Building Space Lease Agreement Between the City of Edinburg and IDEA Public Schools for Lease of Certain Building Spaces in the Sports & Wellness Center and Authorize City Manager to Execute Same. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

IDEA Public Schools is a 501(c)(3) nonprofit organization with a growing network of tuition free Pre-K through 12th grade public charter schools, serving more than 24,000 students throughout the Rio Grande Valley, Austin and San Antonio. IDEA is committed to “College for All Children”, and for the past nine years 100% of its graduating seniors have been accepted into college.

IDEA Public Schools is requesting the use of three (3) rooms at the Sports & Wellness Center for a one (1) year term to facilitate the IDEA Toros College Preparatory serving grades 8th through 12th. IDEA Toros College Prep will be utilizing the facility for 180 school days @ a daily rate of \$62.57 from August 22, 2016 through May 31, 2017.

RECOMMENDATION:

Approve Building Space Lease Agreement Between the City of Edinburg and IDEA Public Schools for Lease of Certain Building Spaces in the Sports & Wellness Center and Authorize City Manager to Execute Same. [Sonia Marroquin, Assistant City Manager]

REVIEWED BY:

PREPARED BY:

Cindy Gutierrez,
Administrative Assistant

/s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/Sonia Marroquin

Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BUILDING SPACE LEASE AGREEMENT

THIS BUILDING SPACE LEASE AGREEMENT (the "Lease" or "**Agreement**"), is dated the ___ day of _____, 2016 (the "**Effective Date**"), by and between the City of Edinburg, hereafter called "Landlord," whose address for purposes of notice under this lease is P.O. Box 1079, Edinburg, Texas and **IDEA PUBLIC SCHOOLS, a Texas nonprofit corporation and an open enrollment charter school** ("**Tenant**"), whose address is 505 Angelita Drive, Suite 9, Weslaco, TX 78599, The Landlord and Tenant are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

1) **LEASE:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Building Spaces (as defined below) for the Permitted Use described below, upon the terms, conditions and covenants set forth in this Agreement.

2) **LOCATION AND BUILDING SPACES:** The Building Spaces leased hereunder consists of a portion of the property located at 315 East Palm Drive, Edinburg, Texas 78539 (as a whole, the "**Location**"), which is more particularly described in Exhibit A attached hereto and incorporated herein for all purposes. The Building Spaces include (i) three (3) classrooms (collectively, the "**Building Spaces**"), all as depicted on the site plan for the Location attached hereto as Exhibit B and incorporated herein for all purposes. Additionally, approval of the Building Spaces as a campus or campus site by the Texas Education Agency is a contingent condition to Tenant's performance of this Agreement.

3) **TERM:**

(a) The term of this Agreement begins on August 22, 2016 (the "**Commencement Date**") and shall expire on May 31, 2017. Except under an event of default, the term of this Agreement shall not be terminated prior to the expiration date. Notwithstanding the Commencement Date and with the written approval of the Landlord, Tenant may access the Building Spaces to move-in equipment and for purposes of making the Building Spaces and rooms ready for use as a public school not earlier than one week prior to the commencement date during normal operating hours of the Building Spaces.

(b) Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement under this paragraph is to be considered termination for non-appropriation of funds and not a default by Landlord or Tenant under the terms of the Agreement. Landlord or Tenant shall have the continuing right to terminate this Agreement at the end of each fiscal year, school year or end of the special revenue fund or grant during the term of this Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without Landlord or Tenant incurring any liability to the other as a result of such termination, including early termination charges.

4) **TAXES:** Intentionally deleted.

5) **RENT:** Tenant shall have the obligation to pay rent in the amount of \$62.57 per day and any other payment amounts or obligations provided for under the terms of this Agreement. Subject to the Tenant's hours of operation under Section 9 of this Agreement, Tenant's use of the Building Spaces shall be limited to a total of 180 days that fall within the term of this Agreement. The first rental payment shall be made on the Commencement Date and on the 22nd day of each month thereafter until the expiration of this Agreement.

6) **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall make a security deposit

in the amount \$1000.00.

7) **LATE CHARGES:** Intentionally deleted.

8) **EARLY ENTRY:** Tenant may have access to the Building Spaces no earlier than one week prior to the Commencement Date to begin installing Tenant's trade fixtures and personal property and prepare the Building Spaces for its use and occupancy. Such early entry will be subject to all the terms and provisions of this Agreement notwithstanding that the Commencement Date had not yet occurred. Without limiting the generality of the foregoing in any manner whatsoever and by way of example only, the following activities on the Building Spaces are hereby approved by Landlord for purposes of this Section: (i) employee meetings and orientation, (ii) public forums, (iii) recruitment meetings, (iv) technology personnel access to Building Spaces to install, test and monitor technology components, and (v) locating a receptionist/representative at the Building Spaces to field walk-in meetings and tours of the Building Spaces.

9) **USE:** Tenant shall not use or permit any person to use the Building Spaces or any part thereof for any use or purpose in violation of this Agreement or any applicable law or ordinance. Likewise, Landlord shall not use or permit any person to use the Building Spaces in any manner that would cause Tenant to violate the terms of this Agreement or any applicable law or ordinance. Tenant may use and occupy the Building Spaces for the operation of its nonprofit corporation and public charter school serving any portion (or all) of grades/forms eighth (8th) through twelfth (12th) grade and any incidental and related purposes thereto, including, without limitation, the following (the "**Permitted Use**"): (a) classrooms; and (b) hosting regular or special events or other uses in the customary operation of a school. Furthermore, Tenant may use the Building Spaces for any other lawful purpose that is previously approved in writing by Landlord.

"**Tenant's Hours of Operation**" for the Building Spaces are 7:15 AM to 4:00 PM, every Monday through Friday. Tenant shall also have access to the Building Spaces at no additional cost during other hours, as agreed upon by Tenant and Landlord in writing and prior to such access. Subject to availability, Tenant's special events ("**Special Events**") may be scheduled at all other times and days if requested in writing at least five (5) days prior to the Special Event, with Landlord's prior written approval. Tenant shall coordinate its Special Events with Landlord to ensure the Parties are not in conflict regarding the use of the Building Spaces, to the fullest extent possible. During Tenant's Hours of Operation, Tenant shall have exclusive use of the Building Spaces and the right to control entry and exits to the Building Spaces for the safety of its students.

10) **CARE OF BUILDING SPACES:** Tenant shall:

(a) not permit any objectionable or unpleasant noise or odors (except normal cooking odors) to emanate from the Building Spaces ;

(b) not place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Building Spaces or where the same can be seen or heard from outside the buildings of the Building Spaces, nor place an antenna, awning or other projection on the exterior of the Building Spaces without the prior written consent of Landlord;

(c) not install signage of any kind in the public right of way adjacent to the Building Spaces without the prior written consent of Landlord;

(d) take good care of the Building Spaces and keep the same free from waste at all times;

(e) in order to facilitate Landlord's maintenance obligations, keep the Building Spaces neat and clean;

(f) maintain all display windows in a neat, attractive condition, and shall keep all display windows and exterior electric signs in front of the Building Spaces lighted during Tenant's business hours;

(g) procure, at its sole expense, any permits and licenses required for the transaction of business in the Building Spaces and otherwise comply with all applicable laws, ordinances and governmental regulations.

11) **MAINTENANCE:**

(a) Landlord shall, at its sole and exclusive expense, be responsible for any and all maintenance, repairs, and replacements concerning the Building Spaces. Any repairs required to be made by Landlord hereunder which are occasioned by the willful act or gross negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, shall be paid for by Tenant upon demand to the extent not covered by net insurance proceeds paid to Landlord therefor. Notwithstanding the foregoing, if the repair, replacement or maintenance required by Landlord is deemed an "emergency repair", then Landlord must commence such repair, replacement or maintenance within twenty four (24) hours of the earlier of (i) notice (oral or written) from any third party, including Tenant or (ii) Landlord's actual knowledge of the need for the emergency repair. An "**emergency repair**" is defined as a repair that must be made promptly in order to avoid further damage to the Building Spaces, to the merchandise or equipment in the Building Spaces or to avoid threats to the safety of persons. If Landlord is to make an emergency repair, then Landlord shall attempt to contact Tenant by telephone, at a number to be provided in writing by Tenant to Landlord and updated from time to time, prior to entering the Building Spaces to conduct emergency repairs. If Landlord is unable to reach Tenant or determines, in its reasonable judgment, that a delay in entering the Building Spaces may cause further damage, Landlord may enter the Building Spaces to make emergency repairs.

(b) Tenant shall not be liable to Landlord or to Landlord's employees, agents, contractors or visitors, or to any person or entity whomsoever, for injury to person or damage to or loss of property on or about the Building Spaces and/or the remaining portion of the Building Spaces caused by the negligence or willful misconduct of Landlord, its officers, partners, employees, agents, subtenants, licensees, concessionaires, contractors or any other person entering the Building Spaces under the express invitation of Landlord, or arising out of the use of the Building Spaces by Landlord and the conduct of its business therein, or arising out of any breach or default by Landlord in the performance of its obligations hereunder and Landlord hereby agrees to exonerate, release, and waive Tenant (and all of its partners and their respective officers) and Tenant's agents, representatives, employees and contractors from any loss, expense, claims or actions arising out of such damage or injury (including, without limitation, any court costs and attorneys' fees).

12) **ALTERATIONS:** Tenant shall not make any alterations to the Building Spaces without Landlord's prior written consent. Notwithstanding the foregoing, Tenant may, following ten (10) days' prior written notice to Landlord, make the following alterations without prior consent from Landlord: (i) installation of Tenant's trade fixtures; and (ii) non-structural alterations, additions, or improvements in the Building Spaces that are decorative or cosmetic in nature (such as repainting, recarpeting, reflooring, hanging wall coverings, installing low-voltage wiring and hanging pictures and light-weight shelving).

13) **NO LIABILITY FOR LANDLORD:** Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any person or entity whomsoever, for injury to person or damage to or loss of property on or about the Building Spaces caused by the gross negligence or misconduct of Tenant, its officers, partners, employees, agents, subtenants, licensees, concessionaires, or visitors, or arising out of the use of the Building Spaces by Tenant and the conduct of its business therein (unless attributable to Landlord's, including, without limitation, Landlord's agents, representatives, invitees, licensees, contractors, and guests, gross negligence or willful misconduct), or arising out of any breach or default by Tenant in the performance of its obligations hereunder.

14) **MECHANIC'S LIENS:** Tenant shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever on the Building Spaces. Any such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Agreement. Tenant shall pay all amounts due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed on the Building Spaces on which any lien is or can be validly and legally asserted against Tenant's Leasehold Interest in the Building Spaces or the improvements, and shall discharge any such lien by bonding around such lien within thirty (30) days after filed, failing which Landlord shall have the right, but no obligation, in addition to all other remedies, to discharge such lien at Tenant's expense and Landlord's cost thereof shall be reimbursed by Tenant upon demand as additional rental hereunder. Failure to address any lien as herein required or to reimburse Landlord shall be deemed a default under this Agreement.

15) **SIGNAGE:** Subject to Landlord's written consent, Tenant shall have the right to install and maintain, at Tenant's expense, signage Tenant deems necessary, including, without limitation, (i) a freestanding, single occupancy pole/monument sign, and (ii) signs upon the exterior of the Building Spaces, including above the Building Spaces entrance, or inside the Building Spaces but visible from the outside or on the exterior grounds of the Building Spaces. All signage must meet the Landlord's reasonable requirements and applicable governmental requirements and regulations. Notwithstanding the foregoing, Tenant may place placards, notices, and signs for typical school notices, including, without limitation, student spirit announcements, PTA announcements, and student club announcements within the building spaces.

16) **UTILITIES:** Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, electricity, gas (if applicable), and sewerage service to the Building Spaces. Landlord shall promptly pay all charges for electricity, water, gas, sewerage service, telephone service, Internet service, cable service and other utilities and shall promptly pay any maintenance charges therefor. Landlord shall not be liable for any interruption or failure whatsoever in utility services, unless any such interruption or failure is attributable to Landlord's (including, without limitation, Landlord's employees, agents and contractors) gross negligence or willful misconduct.

17) **ACCESS:** After providing Tenant at least forty-eight (48) hours' written notice, Landlord shall have the right to enter the Building Spaces at all reasonable times (i.e. after school hours so as to minimize the number of students present during any such access) to inspect the Building Spaces, but (i) Landlord must comply with all of Tenant's visitor policies and campus procedures, (ii) at no time shall such entry or right of inspection interfere with Tenant's operations, (iii) Tenant will have the right to provide a representative of Tenant to accompany any entry by Landlord, and (iv) Landlord must comply with requirements of law and Tenant's rules or requirements for safety and security.

18) **INSURANCE:**

(a) Tenant shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, in accordance with the requirements set forth on the attached Exhibit C, the following

insurance: (i) a policy or policies of Workers' Compensation with statutory limits, with Employer's Liability, (ii) Commercial General Liability insurance (with contractual liability endorsement) insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Building Spaces, or by the condition of the Building Spaces, (iii) Special causes of loss or similar "all risk" form property insurance covering the replacement cost of (a) all alterations, partitions and improvements installed or placed on the Building Spaces by Tenant, (b) all of Tenant's personal property contained within the Building Spaces, and (c) business interruption for twelve months, insuring loss of profits in the event of an insured peril damaging the Building Spaces, (iv) Umbrella or excess liability policy, and (v) Automobile Liability. Said policies (other than Worker's Compensation) shall (a) name Landlord as an additional insured, (b) be issued by an insurance company which is acceptable to Landlord, in Landlord's reasonable discretion, (c) provide that said insurance shall not be cancelled or non-renewed unless thirty (30) days prior written notice shall have been given to Landlord, and (d) shall be delivered to Landlord by Tenant upon commencement of the term of the Agreement and upon each renewal of said insurance.

(b) Landlord will be solely responsible and liable for all Landlord's cost of property, liability and other customary insurance as carried by Landlord from time to time with respect to the Building Spaces, including "special form" policy covering loss or damage to the Building Spaces and related improvements in an amount not less than the full replacement value thereof, umbrella, rental loss, boiler and machinery, and commercial general liability insurance. Landlord's insurance policies shall name Tenant as an additional insured.

19) **CONDITION UPON TERMINATION:** At the expiration of this Agreement, Tenant shall surrender the Building Spaces in good condition, reasonable wear and tear and loss by fire or other casualty excepted, and shall surrender all keys for the Building Spaces to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Building Spaces. All alterations to the Building Spaces, except for unattached, movable trade fixtures that may be removed without materially damaging, cutting or otherwise defacing the Building Spaces (which shall remain Tenant's property), shall be the property of Landlord and shall remain upon the Building Spaces at the termination of this Agreement, unless Landlord directs Tenant to remove all or any of such alterations. Tenant may, without expense to Landlord, no later than thirty (30) days after the termination of this Agreement, remove all machines and equipment which are installed and can be removed without material damage to the Building Spaces, and other articles of personal property owned by Tenant and not affixed to the Building Spaces in any manner. Tenant shall, at its sole expense, repair any damage to the Building Spaces caused by the installation or removal of any furniture, equipment, alterations or additions removed by Tenant and restore the Building Spaces to as reasonably close to the similar condition as received.

20) **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE:** Tenant accepts this Agreement subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Building Spaces, and to any renewals and extensions thereof; but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Agreement. At Landlord's or Owner's option, Landlord or Owner may request that Tenant subordinate this Agreement to any mortgage, deed of trust, or other lien hereafter placed on the Building Spaces, and Tenant agrees on Landlord's, Landlord's mortgagee's, Owner's, or Owner's mortgagee's demand to execute such instruments subordinating this Agreement to any such future mortgage, deed of trust or other lien and provide such further assurances as Landlord, Owner or such mortgagee may reasonably request; provided, however, that this Agreement shall and must be recognized by the mortgagee and, so long as Tenant is not in default under the terms of this Agreement beyond the applicable cure period, not be disturbed upon foreclosure (or deed in lieu thereof), and that the rights of Tenant shall remain in full force and effect during the term of this Agreement so long as Tenant shall not be in default of any of the covenants and conditions of this Agreement beyond the applicable cure period. Tenant covenants and

agrees that upon foreclosure of any deed of trust, mortgage or other instrument of security and the sale of the Building Spaces pursuant to any such document, to attorn to any purchaser at such a sale and to recognize such purchaser as the landlord under this Agreement. The agreement of Tenant to attorn to any purchaser pursuant to such a foreclosure sale (or deed in lieu thereof) or trustee's sale in the preceding sentence shall survive any such sale. If there is an existing mortgage or deed of trust prior to the execution of this Agreement, then Landlord and Owner shall deliver to Tenant within thirty (30) days of Landlord's execution of this Agreement a fully executed Non-Disturbance, Attornment and Subordination Agreement, with provisions that are reasonably acceptable to Tenant and Landlord's mortgagee and/or Owner's mortgagee in order to protect Tenant's interests in and to this Agreement.

21) **ESTOPPEL CERTIFICATES:** Intentionally deleted.

22) **CASUALTY:** Intentionally deleted.

23) **WAIVER OF SUBROGATION:** Landlord and Tenant each hereby release and discharge the other, and any partner, officer, agent, employee or representative of such Party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the insured Party at the time of such loss, damage or injury to the extent of any recovery by the insured Party under such insurance. The Parties agree that each will cause its insurance carrier to include in its policies a clause or endorsement to the effect that such release shall not adversely affect or impair said policies or prejudice the right of the releasing Party to recover thereunder.

24) **EMINENT DOMAIN:** Intentionally deleted.

25) **HAZARDOUS SUBSTANCES:** The term "**Hazardous Substances,**" as used in this Agreement shall mean flammable or explosive substances, or pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is regulated, restricted, or prohibited by any "**Environmental Law,**" which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Building Spaces that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "**Permitted Activities**"), provided said Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Building Spaces will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; (iii) no portion of the Building Spaces will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time will constitute, a public or private nuisance; and (vi) Tenant will not permit any Hazardous Substances to be brought onto the Building Spaces, except for the Permitted Materials described above, and if so brought or located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

26) **HOLDING OVER:** If Tenant, without Landlord's prior consent, remains in possession of the Building Spaces after expiration or termination of this Agreement, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable by not less than five (5) days written notice at any given time by either Party. All provisions of this Agreement, not in conflict with this Section, shall apply to the month-to-month tenancy.

27) **ABANDONMENT:** If Tenant shall abandon or surrender the Building Spaces, or be

dispossessed by process of law or otherwise, subject to the State of Texas' interest in such property pursuant to Education Code Section 12.128, any personal property belonging to Tenant and left on the Building Spaces shall be deemed to be abandoned, or, at the option of Landlord, may be removed by Landlord and disposed of in accordance with any applicable legal requirements.

28) **BANKRUPTCY:** Landlord and Tenant each agree that if the leasehold estate created hereby shall be taken in execution, or by other process of law, or if Landlord or Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of either the Landlord or Tenant, or if any assignment shall be made of either the Landlord's or Tenant's property for the benefit of creditors, then and in such event this Agreement may be cancelled at the option of the other Party upon sixty (60) days prior written notice.

29) **TENANT DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant ("**Event of Default**"):

(a) Failure to pay any monetary obligation under this Agreement within twenty (20) days of when due and payable; or

(b) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to Tenant; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

30) **LANDLORD'S REMEDIES:** Landlord shall have the following remedies after the occurrence of an Event of Default by Tenant:

(a) Landlord may terminate this Agreement. No act by Landlord other than written notice to Tenant shall terminate this Agreement. Acts of maintenance, efforts to relet the Building Spaces, termination of Tenant's right to possession or appointment of a receiver shall not constitute a termination of this Agreement. Upon termination, Landlord shall be entitled to recover from Tenant all accrued payment obligations up to the time of termination.

(b) Either with or without terminating this Agreement, Landlord may immediately or at any time after the Event of Default, reenter the Building Spaces or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Building Spaces and remove any and all of Tenant's property and effects from the Building Spaces.

(c) Landlord may cure the default at Tenant's cost. The sum paid by Landlord shall be due immediately from Tenant to Landlord.

(d) Landlord shall have the right to recover the all amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Agreement) and all other damages incurred by Landlord as a result of an Event of Default, including, without limitation, all reasonable attorneys' fees in connection with any Event of Default.

(e) The remedies provided for in this Agreement are in addition to any other remedies available to Landlord at law, in equity, by statute or otherwise.

Each of Landlord's remedies provided in this Agreement is cumulative and in addition to any remedies

now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of Landlord shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default and shall not constitute a waiver of any late charge due because of the failure to make timely payment.

31) **LANDLORD'S DEFAULT:** Landlord will be in default under this Agreement if Landlord (i) fails to pay when due any obligation of Landlord under any mortgage, deed of trust, judgment, assessment, tax or other encumbrance affecting the Building Spaces, unless the holder of such encumbrance has entered into a tenant-recognition and non-disturbance agreement with Tenant which remains in full force and effect; or (ii) fails to observe and perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Landlord. Furthermore, except as otherwise provided herein as relates to the applicable cure period, in the event of any default by Landlord of its obligations hereunder, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter.

32) **TENANT'S REMEDIES:** Tenant shall have the following remedies after the occurrence of a default by Landlord:

(a) Tenant may terminate this Agreement. No act by Tenant other than written notice to Landlord shall terminate this Agreement.

(b) Tenant may cure the default at Landlord's cost. The sum paid by Tenant shall be due immediately from Landlord to Tenant.

(c) To the extent allowable by the applicable laws of the State of Texas, Tenant is entitled to recover all damages incurred by Tenant as a result of a default, including, without limitation, all reasonable attorneys' fees in connection with any default.

(d) The remedies provided for in this Agreement are in addition to any other remedies available to Tenant at law, in equity, by statute or otherwise.

Each of Tenant's remedies provided in this Agreement is cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of Tenant shall impair such right or remedy or be construed as a waiver of such breach or waiver of the further breach of the same covenant or condition.

33) **NOTICES:** Wherever any notice, communication, request, demand, reply or advice (severally and collectively referred to as "**Notice**") is required or permitted hereunder such notice shall be in writing. Any Notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received if delivered by (i) hand or overnight delivery service to such Party, or an agent of such Party or (ii) facsimile transmission (with electronic confirmation) or email communication. Notice sent by United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the Parties hereto at the following:

TO LANDLORD: The City of Edinburg
Attn. Richard M. Hinojosa, City Manager
P.O. Box 1079
Edinburg, Texas 78540-1079

TO TENANT: IDEA Public Schools
c/o _____
505 Angelita Drive, Suite 9
Weslaco, Texas 78599
Phone: _____
Facsimile: _____
Email: _____

With a copy to: Schulman, Lopez, Hoffer & Adelstein, LLP
c/o Joseph Hoffer
517 Soledad Street
San Antonio, Texas 78205
Phone: 210-538-5385
Facsimile: 210-538-5384
Email: jhoffer@slh-law.com

or at such other addresses as they may have hereafter specified by written notice shall be effective on the earlier of the second (2nd) business day after such deposit or the actual receipt thereof. Notice given in any other manner shall be effective only if and when received by the Party to be notified. The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by not less than ten (10) days' prior written notice to the other Party.

34) **QUIET ENJOYMENT:** Landlord represents, covenants and agrees that Tenant, upon performance of all covenants and agreements herein required to be performed by Tenant, shall at all times during the term of this Agreement peacefully and quietly hold and enjoy the Building Spaces without interruption. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations hereunder and the enforcement thereof is conditioned upon Tenant's obtaining all governmental approvals, including approvals from the Texas Education Agency, for the operation of a charter school at the Building Spaces.

35) **NO PARTNERSHIP:** Nothing herein contained shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

36) **WAIVER OF JURY TRIALS:** The Parties hereto do not waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties in any manner connected with this Agreement, the relationship of the Landlord and Tenant, Tenant's use of occupancy of the Building Spaces and/or any claim of injury or damage. However, the Parties agree to seek to resolve any dispute through non-binding mediation prior to resorting to litigation in the court system.

37) **TIME IS OF THE ESSENCE:** Time is of the essence for each provision of this Agreement.

38) **LANDLORD'S REPRESENTATIONS:** As an inducement to Tenant to enter into this Agreement (with Tenant relying upon such warranties, covenants and representations), and without regard

to any knowledge of Tenant, Landlord warrants, covenants and represents to Tenant as of the Effective Date that:

(a) Landlord has full legal right, authority and sufficient title to enter into this Agreement and to perform its obligations in the manner and upon the terms and conditions set forth herein and to grant the estate herein demised. This Agreement has been duly authorized by requisite action and is enforceable against Landlord in accordance with its terms.

(b) There are no pending (A) special assessments (i.e. governmental, administrative or private) or (B) condemnation, eminent domain or similar proceeding affecting the Building Spaces or any portion thereof; and Landlord has no actual knowledge that any such proceeding is contemplated, threatened, or pending. Landlord is not prosecuting any appeals of any taxes or assessments affecting the Building Spaces. Furthermore, if an assessment or similar matter occurs that is related to a time prior to the Commencement Date, then Landlord hereby stipulates and agrees to pay, and shall be solely responsible for, any such assessment levied against the Building Spaces.

(c) There are no violations of any applicable federal, state, county or municipal law, ordinance, order, regulation or requirement, applicable to or affecting any portion of the Building Spaces. Furthermore, Landlord hereby stipulates and agrees to (a) notify Tenant in writing of any such violation promptly upon Landlord's acquiring knowledge of same (but in no event later than forty eight (48) hours after Landlord obtains knowledge of same) and (b) cure any such violation immediately upon obtaining knowledge of same.

(d) Neither Landlord nor, to the best of Landlord's actual knowledge, a previous owner or tenant of the Building Spaces has ever, generated, stored or disposed of any Hazardous Substances at or on the Building Spaces.

(e) There are no restrictive covenants, use restrictions, exclusive use rights or other covenants or restrictions affecting the Building Spaces that are in effect which prohibit the use of the Building Spaces for the Permitted Use, and during the term of this Agreement Landlord and Owner agree not to execute or otherwise agree to any document or agreement that affects the Permitted Use or Tenant's quiet enjoyment of the Building Spaces in any manner whatsoever.

(f) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Landlord or pending against Landlord or otherwise related to the Building Spaces.

(g) There are no pending actions, suits, arbitrations, claims, investigations or any other proceedings of any type against or affecting the Building Spaces or Landlord's ability to enter into or perform its obligations under the Agreement and, to the best of Landlord's knowledge, none are threatened. Landlord is not currently involved in any dispute with any governmental agency, or any agents or contractors of Landlord that affect the Building Spaces. No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Landlord that affect the Building Spaces and that have not been satisfied or released. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or, to the best of Landlord's knowledge, threatened, against Landlord or the Building Spaces.

(h) Landlord and its employees, contractors and agents shall conduct any construction, demolition and/or other work, maintenance or repair on the Building Spaces in a good and workmanlike manner throughout the term of this Agreement.

39) **MISCELLANEOUS:**

(a) The captions and paragraph numbers appearing in this Agreement are inserted only as matter of convenience and in no way define, limit, expand or describe the scope or intent of such paragraphs or sections of this Agreement, nor in any way affect this Agreement. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

(b) The terms, provisions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors in interest, assigns and legal representatives except as otherwise herein expressly provided.

(c) One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other Party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Neither this Agreement nor a memorandum hereof shall be recorded. This Agreement contains all of the agreements of the Parties hereto and cannot be amended or modified except by written agreement of the Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The Parties agree that venue for any dispute regarding this Agreement shall lie in the county in which the Building Spaces are located. This Agreement may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

(e) If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(f) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Agreement shall survive the expiration or earlier termination of such term, including without limitation all payment obligations and all obligations concerning the condition and repair of the Building Spaces.

(g) Landlord and Tenant hereby agree and acknowledge that this Agreement has been fully reviewed and negotiated by both Landlord and Tenant, and that Landlord and Tenant have each had the opportunity to have this Agreement reviewed by their respective legal counsel and, accordingly, in the event of any ambiguity herein, the Parties hereby waive the rule of construction that such ambiguities shall be resolved against the Party who prepared this Agreement.

(h) Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the Parties hereto, any right or remedy under or by reason of this

Agreement.

(i) All exhibits referred to in this Agreement and attached hereto are incorporated into this Agreement and made a part hereof for all intents and purposes as if fully set out herein. All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.

(j) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LANDLORD AND TENANT ACKNOWLEDGE, STIPULATE AND AGREE THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO TENANT OR LANDLORD UNDER APPLICABLE LAW.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

LANDLORD: CITY OF EDINBURG, a municipal corporation of the State of Texas

By: _____

Name: _____

Title: _____

TENANT: IDEA PUBLIC SCHOOLS, a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Location

[Insert Legal Description]

Initialed as Acknowledged and

Agreed to as of _____, 2016:

Landlord: _____

Tenant: _____

Owner: _____

City of Edinburg Recreation Center & Viper Training Facility

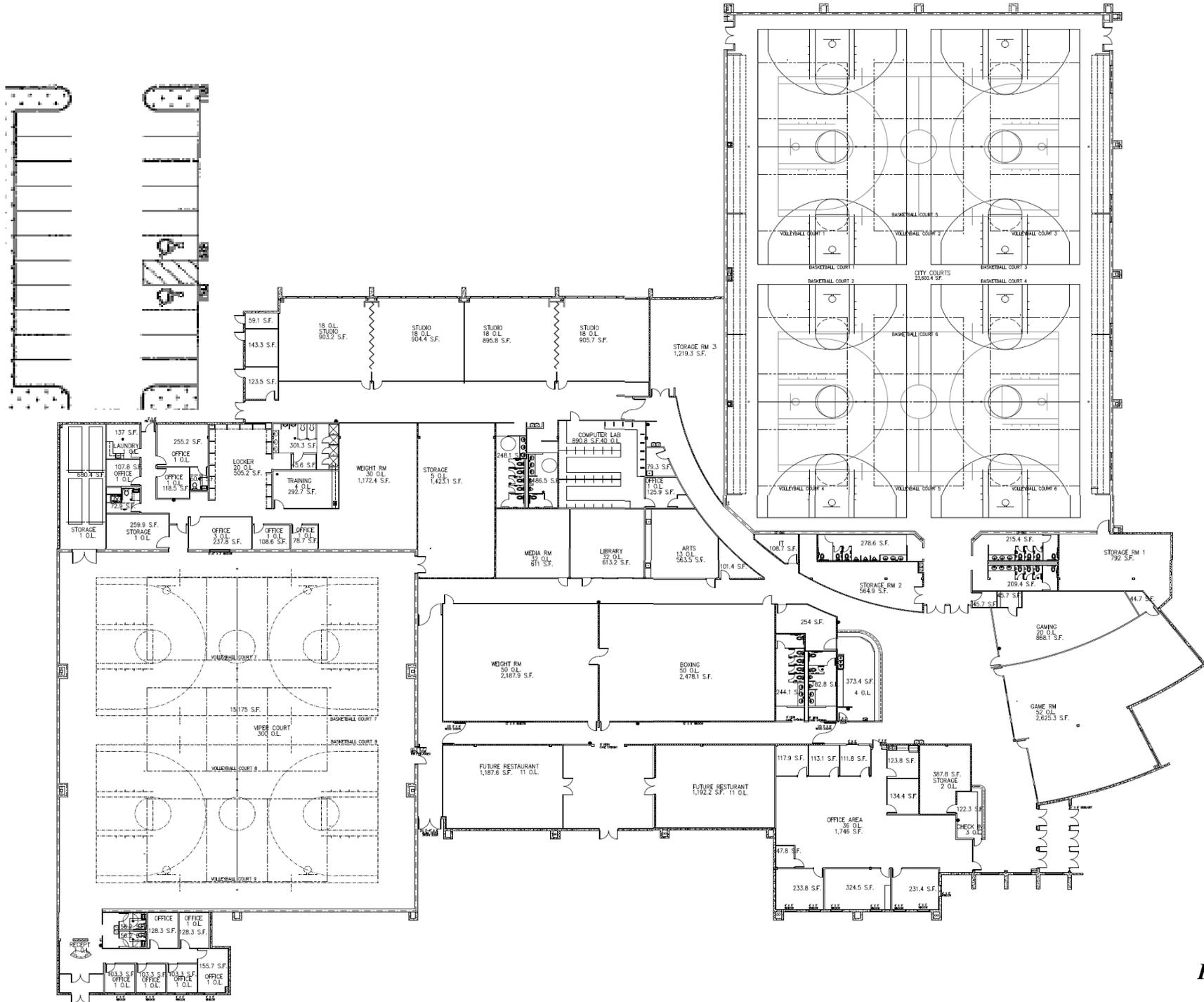


EXHIBIT B

Site Plan of the Building Spaces

[Attach Site Plan]

Initialed as Acknowledged and

Agreed to as of _____, 2016:

Landlord: _____

Tenant: _____

Owner: _____

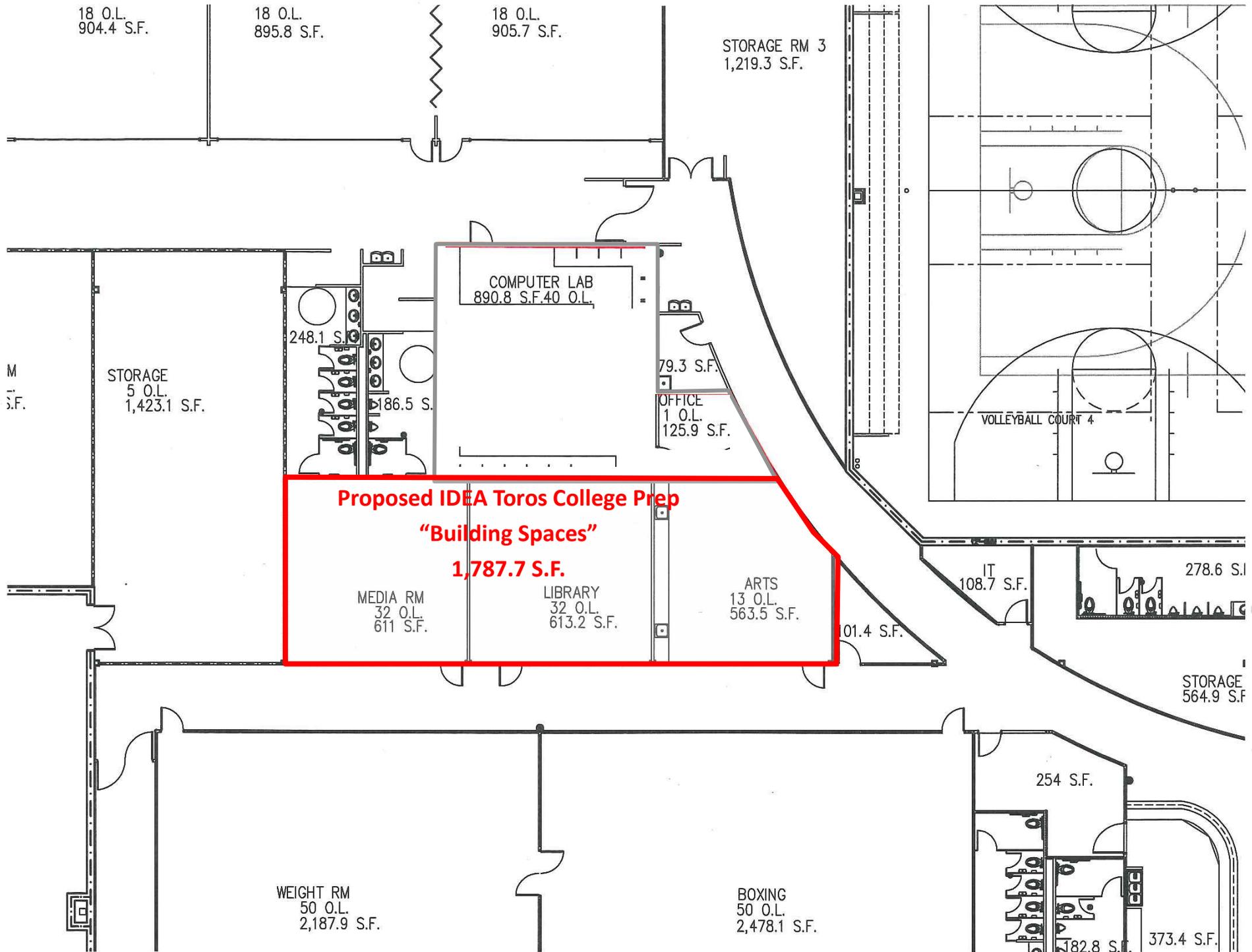


EXHIBIT C

Tenant Insurance Requirements

As a minimum, the following insurance is required:

TYPE OF COVERAGE	LIMITS & COMMENTS
Property Insurance:	"Special Causes of Loss" or similar "All Risk" form, including full replacement value with Agreed Amount Endorsement or No Coinsurance and including improvements and betterments, alterations and additions.
Commercial General Liability: (with a combined single limit for Bodily Injury and Property Damage) * <ul style="list-style-type: none"> • Personal Injury Liability • Products and Completed Operations • Contractual Liability • Independent Contractors Liability • Premises Damage Legal Liability 	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate specific to this location \$1,000,000 Each Occurrence \$2,000,000 Aggregate \$1,000,000 \$1,000,000 \$100,000
Automobile Liability: (for all vehicles non-owned or hired in connection with business operations on or from this Premises)	\$500,000 Combined Single Limit for Bodily Injury and Property Damage
Workers' Compensation Insurance: with Employer's Liability:	Statutory Limits \$1,000,000 each accident \$1,000,000 each person for disease and \$1,000,000 aggregate for disease (or whatever limits are required as underlying insurance for the Umbrella or Excess Liability)
Umbrella or Excess Liability: (not less broad than primary policies)	\$2,000,000 Each Occurrence \$2,000,000 Aggregate

1. ALL POLICIES EXCEPT WORKERS' COMPENSATION SHALL BE ENDORSED TO NAME THE LANDLORD AS ADDITIONAL INSURED. ENDORSEMENT CG 20 26 11 85 IS ACCEPTABLE.
2. ALL POLICIES SHALL BE ENDORSED TO WAIVE SUBROGATION AGAINST LANDLORD.
3. PROPERTY INSURANCE – SHALL BE ENDORSED TO NAME LANDLORD AS LOSS PAYEE.
4. ALL OF THE TENANT'S INSURANCE POLICIES SHALL BE ISSUED BY INSURANCE COMPANIES HAVING A MINIMUM BEST'S RATING OF BBB/XII.
5. PRIOR TO OCCUPANCY OR RENEWAL, TENANT SHALL DELIVER TO LANDLORD CERTIFICATES OF INSURANCE* ACCEPTABLE TO LANDLORD TO EVIDENCE ALL SUCH INSURANCE COVERAGES. LANDLORD RESERVES THE RIGHT TO REQUIRE COMPLETE AND CERTIFIED COPIES OF ALL SUCH INSURANCE POLICIES AT ANY TIME (INCLUDING, WITHOUT LIMITATION, THE ADDITIONAL INSURED AND WAIVER OF SUBROGATION PROVISIONS OR ENDORSEMENTS). NOTWITHSTANDING THE FOREGOING, IF LANDLORD REQUESTS FOR COPIES MORE THAN ONCE IN ANY TWELVE (12) MONTH PERIOD, THEN ANY ADDITIONAL REQUEST SHALL BE AT LANDLORD'S SOLE COST AND EXPENSE.

NOTE:

- * *CERTIFICATES OF INSURANCE – PROPERTY INSURANCE SHOULD BE ON ACORD FORM 28 AND LIABILITY INSURANCE SHOULD BE ON ACORD FORM 25.*

Initialed as Acknowledged and

Agreed to as of _____, 2016:

Landlord: _____

Tenant: _____

Owner: _____

RESOLUTION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

Consider a Resolution Opposing the Recent Administrative Efforts by the Texas Department of Transportation to no Longer Apply the Economically Disadvantaged County Program to Off-System (Non-TxDOT Roadways) Transportation Projects Throughout the State and more Specifically Hidalgo County. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Hidalgo County Metropolitan Planning Organization was advised by TXDOT Pharr District staff that TXDOT EDC funds would no longer be available to off-system projects (non-TXDOT roadways), all off-system local projects with advanced funding agreements for new and future projects would no longer be able to access these monies.

Over time this program has helped the county provide millions in local matching dollars to many projects delivering quality of life improvements, essential infrastructure, and continued economic growth to the region. Due to the recently revised interpretation of the Texas Administrative Code by the Texas Department of Transportation will greatly hinder the ability of local governments to develop local infrastructure using federal funds. TXDOT, because of the passage of Proposition 1 and Proposition 7 which had strong support from this Council and many citizens in this County as approved by the voters, will have new dollars to address their roadways leaving local governments tasked to develop plans to address development and maintenance of their local roadway system.

The cost to the State Government versus the benefit to the citizens of the City of Edinburg, Hidalgo County of the State of Texas is highly disproportionate and we believe this change in TXDOT policy will unfairly impact our areas.

RECOMMENDATION:

Approve Resolution Opposing the Recent Administrative Efforts by the Texas Department of Transportation to no Longer Apply the Economically Disadvantaged County Program to Off-System (Non-TxDOT Roadways) Transportation Projects Throughout the State and More Specifically Hidalgo County.

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., C.F.M.
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

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

SECTION 1. INCORPORATION OF RECITALS. Be it resolved, that the Edinburg City Council of The City Of Edinburg, Texas unanimously expresses its opposition to this policy and urges the Texas Department Of Transportation to continue the Economically Disadvantaged County Program for all previously applicable costs such as construction engineering and construction for off-system roadway projects.

SECTION 4. The City Secretary is hereby authorized and directed to send a certified copy of this Resolution to the appropriate individual at the Texas Department of Transportation.

SECTION 5. SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by any court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 16th day of August 2016.

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTESTED

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON P.C.

By: _____
City Attorney

BUDGET

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 2016

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

- General Fund: FROM Other; Machines & Equipment; and Motor Vehicles TO Tools; Motor Vehicles; Equipment; and Professional Services, in the Amount of \$45,500. [Joe Filoteo, Director of Parks & Recreation]
- Utility Fund: FROM Office Equipment & Furniture; Wearing Apparel; Buildings & Structures; Communications; Air Conditioning Units; Other; and Machines & Equipment TO Professional Services; Building; Motor Vehicles; Equipment; and Machines & Equipment, in the Amount of \$26,097. [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 - UTILITY
DEPARTMENT - VARIOUS**

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Office Equip & Furniture	0	2	-	5	7	1	2	-	0	4	4	0	0	-	0	0	\$1,500
2	Wearing Apparel	0	2	-	5	7	3	2	-	0	4	3	1	0	-	0	0	\$900
3	Office Equip/Furniture	0	2	-	5	7	3	4	-	0	4	5	5	0	-	0	0	\$1,600
4	Buildings & Structures	0	2	-	5	7	3	4	-	0	4	6	4	0	-	0	0	\$50
5	Communications	0	2	-	5	7	3	4	-	0	4	6	6	0	-	0	0	\$700
6	Air Conditioning Units	0	2	-	5	7	3	4	-	0	4	6	7	0	-	0	0	\$500
7	Other	0	2	-	5	7	3	5	-	0	4	8	3	0	-	0	0	\$16,593
8	Machines & Equipment	0	2	-	5	7	4	6	-	0	4	9	5	0	-	0	0	\$4,254
9																		
												TOTAL	\$26,097					

TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT				
1	Professional Services	0	2	-	5	7	1	5	-	0	4	8	0	0	-	0	0	\$900
2	Building	0	2	-	5	7	3	3	-	0	4	4	5	0	-	0	0	\$3,207
3	Motor Vehicles	0	2	-	5	7	3	3	-	0	4	4	9	0	-	0	0	\$1,836
4	Equipment	0	2	-	5	7	3	3	-	0	4	5	3	0	-	0	0	\$10,154
5	Machines & Equipment	0	2	-	5	7	3	4	-	0	4	5	6	0	-	0	0	\$10,000
6																		
7																		
8																		
9																		
												TOTAL	\$26,097					

EXPLANATION: Transfers are being requested due to emergency repairs that were needed for pumps and other equipment, to purchase additional fire hydrants and water meters due to an increase of development, and to cover the remainder of the fiscal year.

*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: 8/5/16
1. Department Head

APPROVED BY: _____
3. City Manager

REVIEWED BY: [Signature] DATE ENTERED: 8/5/16
2. Director of Finance

ELECTION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 16, 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.

On July 19, 2016, city staff presented the Order of Election for a Municipal Charter Amendment Special Election to be held on November 08, 2016 for City Council's consideration. The City Council did not take action at that time.

On July 20, 2016, city staff contacted the City of Weslaco, as directed by the City Manager, regarding the City of Weslaco changing their elections to November. In accordance to SB100 the City of Weslaco passed a resolution in 2012 changing their elections to be held in November. Language in their city charter allowed for the City of Weslaco to change the uniform election date without conducting an election. The city has seven Commissioners with 3 year terms, and holds an election in both even & odd number years. Currently, the Hidalgo County Elections Administration conducts the city's elections.

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 10th 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.)

Signature of Mayor
(Firma del Alcalde)

PROPOSED CHARTER AMENDMENTS FOR NOVEMBER 2016

Proposed 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.

Proposed 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.

Or in the alternative:

Except as otherwise provided for under the current laws of the State of Texas, municipal elections 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 Mayor, Council Member Place 1 and Council Member Place 2's term shall be extended through the November 2018 election date and the current Council Member Place 3, Council Member Place 4, and Municipal Court Judge's term shall be extended through the November 2020 election date.

Proposed 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.

Or in the alternative:

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 a special election called for such purpose within one hundred and twenty (120) days after the petition has been presented to the city council.

Or in the alternative:

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 a special election called for such purpose within one hundred and twenty (120) days after the petition has been presented to the city council; provided however that the election date must allow sufficient time to comply with other requirements of law.

INFO REGARDING CHARTER AMENDMENT SPECIAL ELECTION

- 1 The Charter Amendment Election will be held on November 08, 2016
- 2 Early Voting will be held on Oct. 24, 2016 – Nov. 04, 2016
- 3 City will have to be in Full Contract with the County Elections Admin.-City will not oversee any aspect of the Election
- 4 Will have to be joint ballot - Will not have our own ballot or machines
- 5 Will have to use the same polling places & election workers as the County
- 6 The County no longer leases equipment for any November Elections
- 7 There are no monies budgeted for an election this FY but City can do an appropriation or budget for next FY

INFO REGARDING PAST ELECTION BUDGET EXPENSES

ELECTION	APPROX. TTL. EXPENSE	ELECTION TYPE	CONTRACT TYPE
MAY 2006	\$19,772.09	GENERAL	LEASE-EQUIP.
	Paid \$10,536.05 due to Joint Election Cost-Sharing with ECISD		
MAY 2007	\$ -	NOT AN ELECTION YEAR	N/A
MAY 2008	\$ 16,963.35	GENERAL	LEASE-EQUIP.
MAY 2009	\$ -	GENERAL-UNOPPOSED	N/A
MAY 2010	\$ -	NOT AN ELECTION YEAR	N/A
MAY 2011	\$ 17,027.75	GENERAL	LEASE-EQUIP.
NOVEMBER 2011	\$ 11,796.91	SPECIAL-CHARTER AMENDMENTS	LEASE-EQUIP.
MAY 2012	\$ 13,628.25	SPECIAL-FILL VACANCY	LEASE-EQUIP.
NOVEMBER 2012	\$ 22,280.03	SPECIAL-FIRE CIVIL SERVICE-PETITION	FULL-COUNTY
MAY 2013	\$ 15,491.06	GENERAL	LEASE-EQUIP.
SEPTEMBER 2013	\$ 16,129.92	SPECIAL-FILL VACANCY	LEASE-EQUIP.
MAY 2014	\$ -	NOT AN ELECTION YEAR	N/A
MAY 2015	\$ 17,449.30	GENERAL	LEASE-EQUIP.

INFO OF UPCOMING ELECTIONS IN NOV. 2017 & 2018

ELECTIONS-NOVEMBER 07, 2017

Federal: None
 State: Constitutional Amendment
 County: Various Municipalities, Various School Dist., Consitutional Amendment Election
 City: Mayor & Councilmembers Place 1 & 2
 School: None

ELECTIONS-NOVEMBER 08, 2018

Federal: U.S. Senate
 State: Gubernatorial-Senate & Represtatives
 County: Various Municipalities, Various School Dist., Gubernatorial
 City: None
 School: 4-Board of Trustees

INFO REGARDING PAST ELECTION VOTER TURN-OUT

ELECTION DATE	DOC.	ELECTION TYPE	NO. OF VOTERS
MAY 2006	RESO.	GENERAL-Mayor & Council	6223
MAY 2008	RESO.	GENERAL-Council & Muni. Judge	3696
MAY 2009	N/A	GENERAL-UNOPPOSED-Mayor & Council	0
MAY 2011	RESO.	GENERAL-Council & Muni. Judge	3273
NOVEMBER 2011	RESO.	SPECIAL-CHARTER AMENDMENTS	587
MAY 2012	RESO.	SPECIAL-FILL VACANCY-PL. 2	3559
NOVEMBER 2012		SPECIAL-FIRE CIVIL SERVICE-PETITION	12933
MAY 2013	RESO.	GENERAL-Mayor & Council	1941
SEPTEMBER 2013	RESO.	SPECIAL-FILL VACANCY-PL. 1	3064
MAY 2015	RESO.	GENERAL-Council & Muni. Judge	3862