



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
SEPTEMBER 23, 2016

SPECIAL MEETING AGENDA
12:00 NOON

- I. CALL TO ORDER, ESTABLISH QUORUM**
- II. CERTIFICATION OF PUBLIC NOTICE**
- III. ORDINANCE**

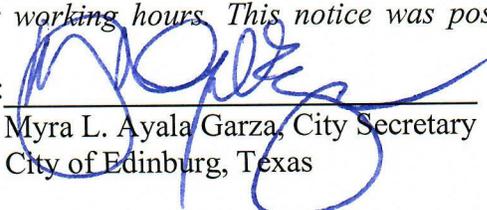
A. Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for a Special Event, "Balloon Palooza Event" to be Held on October 14-16, 2016, Family Recreation and Aquatics Center Subdivision, Located at 1616 South Raul Longoria Road, as Requested by Rio Grande Valley FC Toros. [Jesus R. Saenz, Director of Planning and Zoning]

IV. CONTRACTUAL

A. Consider Authorizing the City Manager to Execute a Contract for Legal Services for Delinquent Tax Collection(s) for the Period of September 17, 2016 through September 16, 2017 with Linebarger Goggin Blair Sampson, LLP. [Ascencion Alonzo, Director of Finance]

V. ADJOURNMENT

I hereby certify this Notice of a City Council Special 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 September 20, 2016 at 11:20 a.m.

By: 

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

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

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

ORDINANCE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
SEPTEMBER 23, 2016

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for a Special Event, 'Balloona Palooza Event' to be Held on October 14-16, 2016, Family Recreation and Aquatics Center Subdivision, Located at 1616 South Raul Longoria Road, as Requested By Rio Grande Valley FC Toros. [Jesus Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The Rio Grande Valley FC Toros is requesting a Temporary Special Use Permit for the "Balloona Palooza" Hot Air Ballon Festival on the date specified above to be held October 14, 15, and 16 at the Edinburg Municipal Park. This request is being coordinated with the Parks and Recreation, Edinburg World Birding Center, Health Division, Fire, Solid Waste, and Police Departments.

RECOMMENDATION:

Approve Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for a Special Event, "Balloona Palooza Event" to be Held on October 14-16, 2016, Family Recreation and Aquatics Center Subdivision, Located at 1616 South Raul Longoria Road, as Requested By Rio Grande Valley FC Toros.

REVIEWED BY:

PREPARED BY:

Â /s/Richard M.
Hinojosa

Richard M. Hinojosa
City Manager

Â /s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

Â /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 – 09/23/16
DATE PREPARED – 09/20/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Temporary Special Use Permit and Waiver of Application Fee for the “Balloona Palooza” Hot Air Balloon Festival.

APPLICANT: Rio Grande Valley FC Toros

AGENT: N/A

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

LOCATION: 714 South Raul Longoria Road

LOT/TRACT SIZE: N/A

CURRENT USE OF PROPERTY: Edinburg Municipal Park

PROPOSED USE OF PROPERTY: Entertainment

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

LAND USE PLAN DESIGNATION: Park

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

PUBLIC SERVICES: Public utilities serve the site.

RECOMMENDATION: Staff recommends approval of the Temporary Special Use Permit for “Balloona Palooza” Hot Air Balloon Festival. A comprehensive evaluation is on the following page(s).

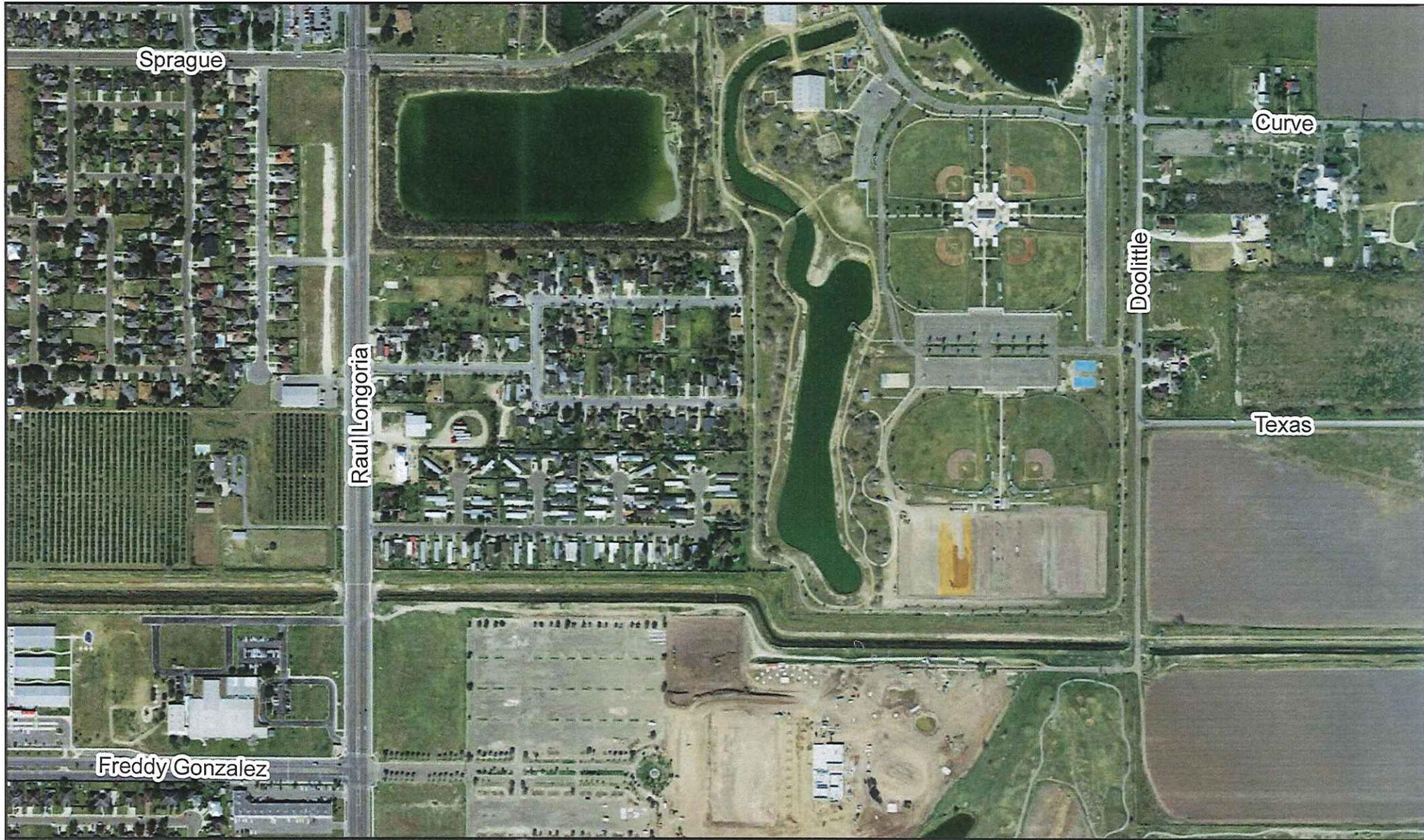
**SPECIAL USE PERMIT
BALLOONA PALOOZA**

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. The "Balloon Palooza" Hot Air Balloon Festival in Edinburg consists of a one (1) day event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Friday – October 14 through 16, 2016 – 2:00 p.m. to 12:00 a.m. (Balloon Festival)
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 Raul Longoria Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief announcements.
7. **Site Restoration:** The applicant will maintain and clear the property. City staff has been requested to assist in cleaning the Municipal Park.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

ATTACHMENTS: Aerial Photo
Hold Harmless Agreement
Ordinance



1 inch = 500 feet

SITE MAP

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A “BALOONA PALOOZA EVENT” AND WAIVER OF FEES TO BE HELD FRIDAY, OCTOBER 14, 2016 THROUGH SUNDAY, OCTOBER 16, 2016 AT THE EDINBURG MUNICIPAL PARK, BEING THE SOUTH HALF OF LOT 11, SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, 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, Rio Grande Valley FC Toros, has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for a “Baloona Palooza Event”; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance 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, but not within three hundred (300) feet of any Residential District;

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

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 the Rio Grande Valley FC Toros “Baloona Palooza Event”, to be held on the south half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, with the following conditions:

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

Friday – October 14, 2016 through Sunday, October 16, 2016

A tentative itinerary and proposal is attached for the Council's Review.

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 Raul Longoria Road and Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the carnival operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Edinburg Municipal Park Lighting is sufficient for the event. If any additional lighting is required the applicant is responsible to provide this lighting.
6. **Noise:** The applicants have been made aware that all sound equipment must be situated in a manner not to adversely affect the World Birding Center.
7. **Site Restoration:** The applicants will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

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 on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 23rd day of September, 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 23rd day of September, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Rio Grande Valley FC Toros, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Rio Grande Valley FC Toros, 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 September 23, 2016 for the “Baloona Palooza Event” to be held Friday October 14, 2016 through Sunday October 16, 2016 at the Edinburg Municipal Park, being the north half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas. Rio Grande Valley FC Toros 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 September 23, 2016, for the “Baloona Palooza Event” to be held Friday, October 14, 2016 through Sunday October 16, 2016 at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 23rd day of September, 2016.

CITY OF EDINBURG

APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
Richard M. Hinojosa, City Manager

By: _____
City Attorney

Indemnitor – RGV Down Syndrome

By: _____
Rio Grande Valley FC Toros

CONTRACTUAL

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
SEPTEMBER 23, 2016

Consider Authorizing the City Manager to Execute a Contract for Legal Services for Delinquent Tax Collection(s) for the Period of September 17, 2016 through September 16, 2017 with Linebarger Goggin Blair Sampson, LLP. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

The firm of Linebarger Goggan Blair & Sampson, LLP, as a firm, has more than 30 years of experience in the collection of delinquent taxes and has done an excellent job in the collection of the City of Edinburg's delinquent property taxes. This firm has implemented an extensive mailing program, personal visits, tax warrants, bankruptcy program and as a final option, litigation.

City Staff is recommending the firm of Linebarger Goggan Blair & Sampson, LLP based on the excellent job in the collection of our delinquent taxes, and we believe this firm will provide the continuity which is very essential, particularly with ongoing litigation. This firm has the resources, at their disposal, for collection of these taxes and in the long run will provide more revenues in collected taxes and investment interest for the City of Edinburg.

RECOMMENDATION:

Authorize the City Manager to Execute a Contract for Legal Services for Delinquent Tax Collection(s) for the Period of September 17, 2016 through September 16, 2017 with Linebarger Goggin Blair Sampson, LLP.

REVIEWED BY:

PREPARED BY:

Â

/s/Richard M. Hinojosa

Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

Â /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

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and City of Edinburg (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;
or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2002 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement and when collected.

(b) fifteen (15%) percent of the amount of all 2003, 2004, 2005, 2006, 2007 and 2008 taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement and when collected.

(c) fifteen (15%) percent of the amount of all 2009 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this Agreement, as and when collected; and

3.02 The Client shall pay the Firm by the 20th day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5

Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This Agreement shall be effective on September 17, 2016 (The "Effective Date") and shall expire on September 16, 2017 (the "Expiration Date") unless extended as hereinafter provided.

6.02 The Client may at any time terminate this Agreement with or without cause by providing the Firm with thirty (30) day notice. Such notice shall be in writing.

6.03 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination of expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month (6) period.

6.04 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6) month period under Section 6.03 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Venue/Disputes.* Any dispute arising out of this Agreement between the Client and the Firm shall be handled in the venue of Hidalgo County, Texas. The laws of the State of Texas shall apply to all interpretation issues, disputes, etc., with respect to this Agreement.

7.03 *Indemnification and Hold Harmless.* Firm hereby agrees to indemnify, hold harmless and defend Client, 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 and all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Agreement and any other claims against any staff member or City official of the Client relating hereto. The Firm agrees to assist the Client in the defense of any claims or litigation brought against the Client related to this Agreement.

7.04 *Integration.* This Agreement contains the entire Agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.05 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.06 *Notices.* Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to CLIENT: City of Edinburg.

Richard Hinojosa, City Manager
P.O. Box 1079 – 415 West University
Edinburg, Texas 78540

If to FIRM: LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

Attention: Lucy G. Canales, Partner
LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP.
Attorneys at Law
205 South Pin Oak
Edinburg, Texas 78539

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Edinburg

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
RICHARD HINOJOSA
CITY MANAGER

By: _____
LUCY G. CANALES
PARTNER

Date: _____

Date: _____

ATTEST:

Myra L. Ayala Garza
City Secretary