



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

**LOCATION:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**OCTOBER 04, 2016**

**REGULAR MEETING AGENDA**  
**6:00 PM**

**I. CERTIFICATION OF PUBLIC NOTICE**

**II. CALL TO ORDER, ESTABLISH QUORUM**

- A. Prayer.
- B. Pledge of Allegiance.

**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. PROCLAMATIONS**

- A. Presentation of Proclamations Recognizing:
  - 1. The UTRGV Women's Basketball Team.
  - 2. The Brewster School Centennial Celebration.
  - 3. October 20, 2016 as Lights on Afterschool Day in Edinburg, Texas.

**V. PRESENTATION**

- A. Presentation Recognizing the City of Edinburg and Texas Amateur Athletic Federation Region 2 Athlete of the Year Edwardo Guzman. [Joe Filoteo, Director of Parks and Recreation]

**VI. PUBLIC HEARINGS**

- A. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Residential Uses to Neighborhood Commercial Uses and the Rezoning Request from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District, Being a 1.0 Acre Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey, Located at 1210 S. Jackson Road, as Requested by Jose Longoria. **(Requires a 4/5 vote by City Council)**

**to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]

- B.** Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial Neighborhood (CN) District, Being Lot 12, Block 204, Edinburg Original Townsite, Located at 601 E. McIntyre Street, as requested by Javier & Maria Garza. **(Requires a 4/5 vote by the City Council to overturn the recommendation of the Planning & Zoning Commission.)** [Jesus Saenz, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Suburban Residential Uses to Urban Residential Uses and the Rezoning Request from Suburban (S) District to Urban Residential (UR) District, Being a 1.5 Acre Tract of Land out of Lot 13, Section 276, Texas-Mexican Railway Company Survey, Located Along Mon Mack Road, 460 ft. North of Sprague Street, as Requested by Albert Zamora. [Jesus Saenz, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for a Licensed Child Care Home, Being Lot 29, Trenton Manor, Located at 1904 Wayne Street, as Requested by Maria Carmen Paras. [Jesus R. Saenz, Director of Planning and Zoning]

## **VII. ORDINANCES**

- A.** Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for University Draft House “Beer Fest”, to be Held Saturday, October 15, 2016, at the Edinburg City Hall Courtyard, Located at 415 West University Dr., as Requested by The Edinburg Arts Foundation, and The Edinburg Chamber of Commerce. [Jesus R. Saenz, Director of Planning and Zoning]
- B.** Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “Step up for Down Syndrome Awareness Walk” to be held Saturday, October 29, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Deborah Tomai. [Jesus Saenz, Director of Planning and Zoning]
- C.** Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to be held Saturday, October 22, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Pamela Jaramillo. [Jesus Saenz, Director of Planning and Zoning]
- D.** Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Christina Flores, Director of Human Resources/Civil Service Director]
- E.** Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Christina Flores, Director of Human Resources/Civil Service Director]
- F.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97, Parks and Recreation, Section

97.87, Recreation Sport Programs and Recreation Family Leisure Programs Fees.  
[Joe Filoteo, Director of Parks and Recreation]

#### **VIII. VARIANCE**

- A.** Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Lakewood Apartments Subdivision, a 1.47 Acre Tract of Land out of Lot 10, Section 244, Texas Mexican Railway Company Survey, Located on the South Side of Rogers Road between Closner Blvd (US Bus 281) and I69C, as Requested by AGES Engineering and Services. [Jesus R. Saenz, Director of Planning & Zoning]

#### **IX. AWARDING OF BIDS**

- A.** Consider Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize the City Manager to Enter into Agreements Relating Thereto. [David White, Chief of Police]
- B.** Consider Awarding RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service to the Qualified Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies. [Shawn Snider, Fire Chief]

#### **X. CONTRACTUALS**

- A.** Consider Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund. [Sonia Marroquin, Assistant City Manager]
- B.** Consider Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto. [Shawn Snider, Fire Chief]

#### **XI. WAIVERS**

- A.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' to be Held on Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]
- B.** Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017. [Sonia Marroquin, Assistant City Manager]

#### **XII. APPOINTMENT**

- A.** Discuss and Consider Appointment to the City Advisory Board and Committee for the Following:
  - 1. Planning and Zoning Commission, One Member

### **XIII. BUDGET**

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

1. General Fund: FROM Supplies TO Contractuals, in the Amount of \$6,000. [Leo Gonzales, Director of Information Technology]
2. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Office Supplies, in the Amount of \$800. [Myra L. Ayala Garza City Secretary]
3. General Fund: FROM Rents & Contractuals TO Other, in the Amount of \$11,000. [David White, Chief of Police]
4. General Fund: FROM Food; Motor Vehicles Fuel, Oil, Etc.; Janitorial; Office Equipment & Furniture; Training School; Equipment; Machines & Equipment; Building & Structures; Communications; Printing; Professional Services; Rents & Contractuals; and Other TO Overtime; Insurance; Seniority; Certification; and Taxes, in the Amount of \$145,000. [Shawn M. Snider, Fire Chief]
5. General Fund: FROM Motor Vehicles; Building; and Equipment TO Group Insurance; and Taxes, in the Amount of \$9,900. [Joe Filoteo, Director of Parks & Recreation]
6. General Fund: FROM Communications; Utilities; Membership Dues, Subscr; Printing; Professional Services; Rents & Contractuals; Chemicals-Medical & Lab; and Promotional Supplies TO Part-Time Wages, in the Amount of \$75,000. [Joe Filoteo, Director of Parks & Recreation]
7. General Fund: FROM Travel Training, Meetings TO Office Supplies; Wearing Apparel; and Office Equipment & Furniture, in the Amount of \$3,000. [Ascencion Alonzo, Director of Finance]
8. General Fund: FROM Streets and Alleys TO Longevity; Salaries; Group Insurance; Disability Insurance; Communications; Taxes; and Retirement, in the Amount of \$45,100. [Ascencion Alonzo, Director of Finance]
9. General Fund: FROM Land TO Transfer Out Construction Fund, in the Amount of \$36,000. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]
10. Utility Fund: FROM Professional Services TO Machines & Equipment, in the Amount of \$10,000. [Arturo Martinez, Director of Utilities]
11. Solid Waste Management Fund: FROM Professional Services TO Motor Vehicles, in the Amount of \$25,000. [Ramiro Gomez, Director of Solid Waste Management]

### **XIV. CONSENT AGENDA**

- #### **A. Consider Approval of City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting. [Myra L. Ayala Garza, City Secretary]**

### **XV. 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.

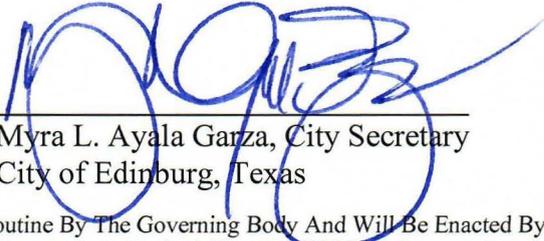
- A. Discussion and Possible Action Regarding Legal Issues Concerning Waiver of Mowing Lien(s) for Lot 6, Block 5, Lull Townsite, Edinburg, Hidalgo County, Texas. (§ 551.071. Consultation with Attorney; Closed Meeting.)
- B. Discussion and Possible Action Regarding Economic Incentives Pertaining to Project Square. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)
- C. Discussion and Possible Action to Direct City Staff Regarding Proposed Support Agreement Concerning La Sienna Apartments. (Sec. 551.071 Consultation with Attorney-Closed Meeting and Sec. 551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)

**OPEN SESSION**

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

**XVI. 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 September 30, 2016 at 5:15 p.m.*

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

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

Disability Access Statement

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

# PROCLAMATIONS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Presentation of Proclamations Recognizing:

1. The UTRGV Women's Basketball Team.
2. The Brewster School Centennial Celebration.
3. October 20, 2016 as Lights on Afterschool Day in Edinburg, Texas.

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**STAFF COMMENTS AND RECOMMENDATION:**

1. Under the direction of Head Coach Larry Tidwell, the University of Texas Rio Grande Valley Women's Basketball Team broke 31 different program records and tied 24 more in the midst of the best season in program history.
2. Brewster School will be having their Centennial Celebration October 7 & 8, 2016.
3. Lights On Afterschool is a national celebration of afterschool programs that promotes the critical importance of quality afterschool programs in the lives of children, their families and their communities.

**RECOMMENDATION:**

There will be no action taken.

**REVIEWED BY:**

**PREPARED BY:**

Â Clarice Y. Balderas,  
Administrative Assistant

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

/s/Myra L. Ayala  
GarzaÂ

Myra L. Ayala Garza  
City Secretary

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

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J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

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Homer Jasso, Jr.  
Councilmember

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David Torres  
Councilmember

**UNIVERSITY OF TEXAS RIO GRANDE VALLEY  
WOMEN'S BASKETBALL  
2015-2016**

**WHEREAS,** Under the direction of Head Coach Larry Tidwell, the University of Texas-Rio Grande Valley women's basketball team thought they had the best season in program history in 2014-2015 but once again they have seemingly broken every program record in the book in 2015-2016; and,

**WHEREAS,** The UTRGV women's basketball team broke 31 different program records and tied 24 more in the midst of the best season in program history; and,

**WHEREAS,** UTRGV posted a program record .576 winning percentage and a program record of 186 en route to its second-straight postseason appearance and fist in the Women's National Invitational Tournament (WNIT); and,

**WHEREAS,** UTRGV won 19 games, including nine (9) in the Western Athletic Conference (WAC) play for the second year in a row, including a program record eight (8) road games, five of which were during WAC play. UTRGV played 22 of its 33 games away from home; and,

**WHEREAS,** UTRGV is not only rewriting the program record books, but making a name for itself throughout Texas. Over the last two years, UTRGV has won 38 games which ranks tied for seventh with Texas Southern out of 23 NCAA Division I institutions in Texas, behind only Baylor (65), Texas (55), Texas A&M (45), Abilene Christian (43) Stephen F. Austin (41) and UTEP (41). In the last two years UTRGV has been ranked seventh out of 23; and,

**WHEREAS,** The team was resilient considering the injuries they had to overcome. When there were injuries it was often Freshmen who filled in. They continuously had players stepping up to play hard and represent UTRGV; and,

**WHEREAS,** The previous year they had seniors coming off the bench. This year they had Freshmen coming off of the bench. Next year the Freshmen will turn into Sophomores and will come off the bench with experience; and,

**WHEREAS,** The women's basketball program has represented UTRGV very well in the last two years. This season the team did not only work hard on the court, but off the court as well. The team spent more than 1000 hours doing community service.

**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

**UNIVERSITY OF TEXAS RIO GRANDE VALLEY  
WOMEN'S BASKETBALL  
2015-2016**

**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 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG, TEXAS**

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

**ATTEST:**

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

**BREWSTER SCHOOL  
CENTENNIAL**

**WHEREAS**, William Brewster was born on April 10, 1869 on Jackson Ranch south of Pharr. He was married to his wife Emilia Rodriguez Brewster and together they had eight children: Hulda, Louis, Emily, Minerva, Estella, William, Mary and John; and,

**WHEREAS**, William Brewster also know as “Papa Billy” and “Uncle Billy” was a peace officer and later a jailer at the County Jail in Edinburg; and,

**WHEREAS**, He donated land acquired just west of present day Brewster School in San Manuel for the K-7<sup>th</sup> grade for a wood framed school house; and,

**WHEREAS**, Brewster School opened its doors 100 years ago in 1916 in a two-room building to serve the children of the San Manuel-Linn area; and,

**WHEREAS**, The school was moved to El Rucio Ranch two or three miles north of San Manuel since more persons lived there than at San Manuel at that time; and,

**WHEREAS**, Three years after the school was moved. Billy Brewster set aside four acres for Brewster School a half mile northeast of the old Linn community; and,

**WHEREAS**, The Jesus Maria School, La Coma Ranch School and El Rucio Ranch School were merged into what is now Brewster School; and,

**WHEREAS**, The Laguna Seca School was established in 1904 and was added to the Brewster School in 1944. Laguna Seca is 10 miles from Brewster School and the children ride buses; and,

**WHEREAS**, The new Brewster School was officially dedicated in 1950. Arcadio Guerra donated 10 acres for the school. He had drilled a water well for irrigation which was also donated to the new school. He kept the old four acre school site and later bought the old building from the school district; and,

**WHEREAS**, Another grade was added to the school and the first junior high class was graduated at Brewster School that year; and,

**WHEREAS**, The Santa Fe School was also merged into the Brewster School. In September 1954 the Sam Lane School was the third unit to be added to the school within ten years; and,

**WHEREAS**, The school is located on Farm Road 1017 a mile southeast of the old Linn community and three-quarters of a mile from US 281.

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

**BREWSTER SCHOOL  
CENTENNIAL**

**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 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG, TEXAS**

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

Richard H. Garcia, Mayor

**ATTEST:**

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

Myra L. Ayala Garza, City Secretary



NATIONAL LIGHTS ON AFTERSCHOOL DAY  
OCTOBER 20, 2016



**WHEREAS,** The citizens of Edinburg stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills.
- Support working families by ensuring their children are safe and productive after the regular school day ends.
- Build stronger communities by involving our students, parents, business leaders and adult volunteers in the lives of our young people, thereby promoting positive relationships among children, adults and families.
- Engage families, schools and diverse community partners in advancing the welfare of our children; and,

**WHEREAS,** The Boys & Girls Clubs of Edinburg RGV has provided significant leadership in the area of community involvement in the education and well-being of our youth, based on the principle that quality afterschool programs are key to helping our children become successful adults; and,

**WHEREAS,** More than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and,

**WHEREAS,** Many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and,

**WHEREAS,** The Edinburg City Council enthusiastically endorses Lights On Afterschool and is committed to innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children; and,

**WHEREAS,** National Lights On Afterschool, will be celebrated October 20, 2016 to promote the importance of quality afterschool programs in the lives of children, and their families and their communities; and,

**THEREFORE BE IT RESOLVED I, RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS:** by the power vested in me by law, do hereby proclaim October 20, 2016, as **NATIONAL LIGHTS ON AFTERSCHOOL DAY** and urge the citizens of Edinburg, Texas to ensure that every child has access to a safe, engaging place where lights are on afterschool.

**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 4th day of October, 2016.

**CITY OF EDINBURG, TEXAS**  
By: \_\_\_\_\_  
Richard H. Garcia, Mayor

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

# PRESENTATION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Presentation Recognizing the City of Edinburg and Texas Amateur Athletic Federation Region 2 Athlete of the Year Eduardo Guzman. [Joe Filoteo, Director of Parks and Recreation]

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**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg Parks & Recreation Department would like to recognize Edward Guzman accomplishments during the 2016 TAAF Track & Field season.

TAAF Region 2 Track & Field Meet in Edinburg, TX July 8-9, 2016

1st Place 400 Meter Run Junior Boys 14U

1st Place 4 x 100 Meter Relay Junior Boys 14U

1st Place 4 x 400 Meter Relay Junior Boys 14U

TAAF State Games Track & Field Meet in McAllen, TX July 28-31, 2016

7th Place 400 Meter Run Junior Boys 14U

2nd Place 4 x 100 Meter Relay Junior Boys 14U

4th Place 4 x 400 Meter Relay Junior Boys 14U

The City of Edinburg Parks and Recreation Department would like to recognize Edward Guzman for being selected as the City of Edinburg and Texas Amateur Athletic Federation Region 2 Athlete of the Year.

**RECOMMENDATION:**

There will be no action taken

**REVIEWED BY:**

**PREPARED BY:**  
Ramiro Moreno,  
Recreation Manager

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

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

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard Molina  
Mayor Pro-Tem

J. R.  
Betancourt  
Councilmember

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

# **PUBLIC HEARINGS**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Residential Uses to Neighborhood Commercial Uses and the Rezoning Request from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District, Being a 1.0 Acre Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey, Located at 1210 S. Jackson Road, as Requested by Jose Longoria. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

The developer is proposing to develop a learning center on the property located at 1210 S. Jackson Road, Being a 1.0 Acre Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey. The City's Comprehensive Plan designation for this property is Auto-Urban Uses and the approval of the rezoning request will allow Commercial Neighborhood uses on the subject property.

The property is currently zoned Auto-Urban Residential (AU) District and is currently occupied by a single family home. The applicant is planning to convert the property into a learning center. The surrounding zoning in the area is Auto-Urban Residential (AU) District to the North, East, and South, and Neighborhood Conservation (NC5) District to the West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty one (31) neighboring property owners and received no comments in favor of or against this request at the time of this report.

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

**RECOMMENDATION:**

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Residential District to Neighborhood Commercial Uses and the Rezoning Request from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District, Being a 1.0 Acre Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey, located at 1210 S. Jackson Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

**REVIEWED BY:**

**PREPARED BY:**

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

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
CityAttorney

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

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 09/13/16**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 08/31/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Comprehensive Plan Amendment from Auto-Urban Residential District to Neighborhood Commercial Uses and the Rezoning Request from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District.

**APPLICANT:** Jose Longoria

**AGENT:** N/A

**LEGAL:** Being a 1.0 Acre Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey.

**LOCATION:** Located at 1210 S. Jackson Road.

**LOT/TRACT SIZE:** 1.0 Acre

**CURRENT USE OF PROPERTY:** Single Family Home

**PROPOSED USE OF PROPERTY:** Neighborhood Commercial Uses

**EXISTING LAND USE/**  
**ADJACENT ZONING:** North – Auto-Urban Residential (AU) District  
South – Auto-Urban Residential (AU) District  
East – Auto-Urban Residential (AU) District  
West – Neighborhood Conservation (NC5) District

**LAND USE PLAN DESIGNATION:** Auto-Urban Residential (AU) District

**ACCESS AND CIRCULATION:** This property has access onto Jackson Road.

**PUBLIC SERVICES:** Public utilities are not available for the site.

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

**REZONING REQUEST  
JOSE LONGORIA**

**EVALUATION**

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Residential (AU) District.
2. The land use pattern for this area of the community consists of Urban uses.
3. The applicant is proposing Neighborhood Commercial Uses at this location.

Staff recommends approval of Comprehensive Plan Amendment from Auto-Urban Residential Uses to Neighborhood Commercial Uses and the Rezoning Request from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District. If approved, the proposed Neighborhood Commercial development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty one (31) property owners and received no comments in favor or against this request at the time of the report.

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

T2100-00-275-0001-

-00

DE LA VINA ELEM.

Pin Oak Drive

HERITAGE OAKS

Pin Oak Road

PH. 3

Laurel Oak Way

Jackson Road



SITE

River Oaks Lane

Easy Street

Heritage Oaks Road

MONTE VERANDA

T2100-00-274-0005-

g Avenue

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend



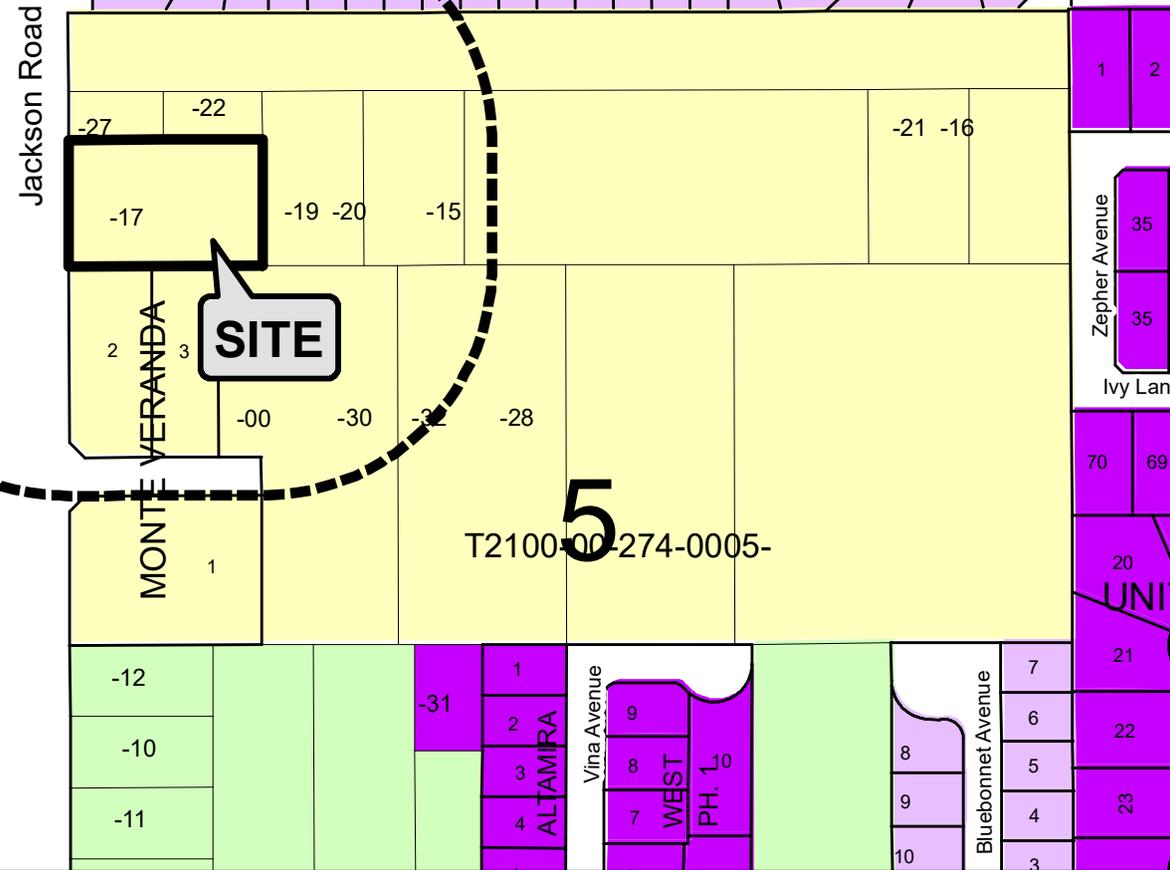
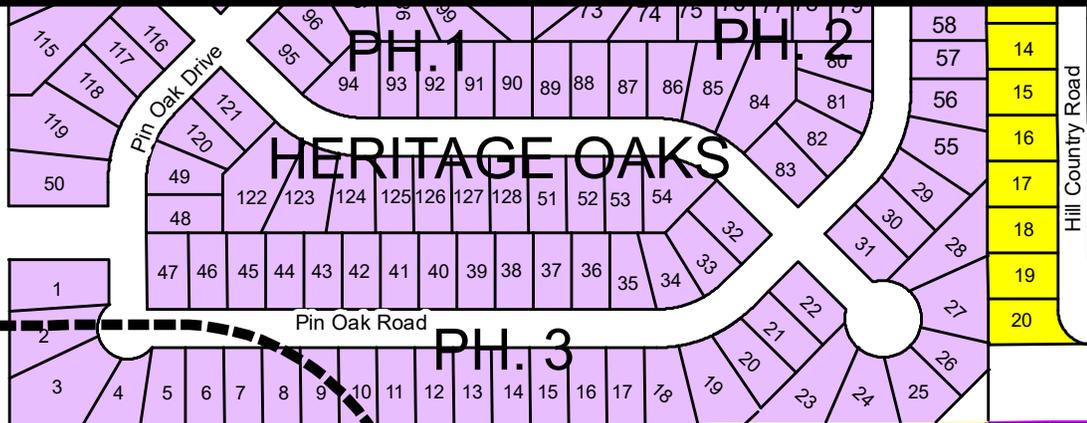
Site

AERIAL PHOTO  
JOSE LONGORIA



T2100-00-275-000

JACKSON ROAD SCHOOL  
DE LA VINA ELEM.



**Legend**

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

COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN RESIDENTIAL USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING A 1.0 ACRE TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 1210 S. JACKSON ROAD, AS REQUESTED BY JOSE LONGORIA.



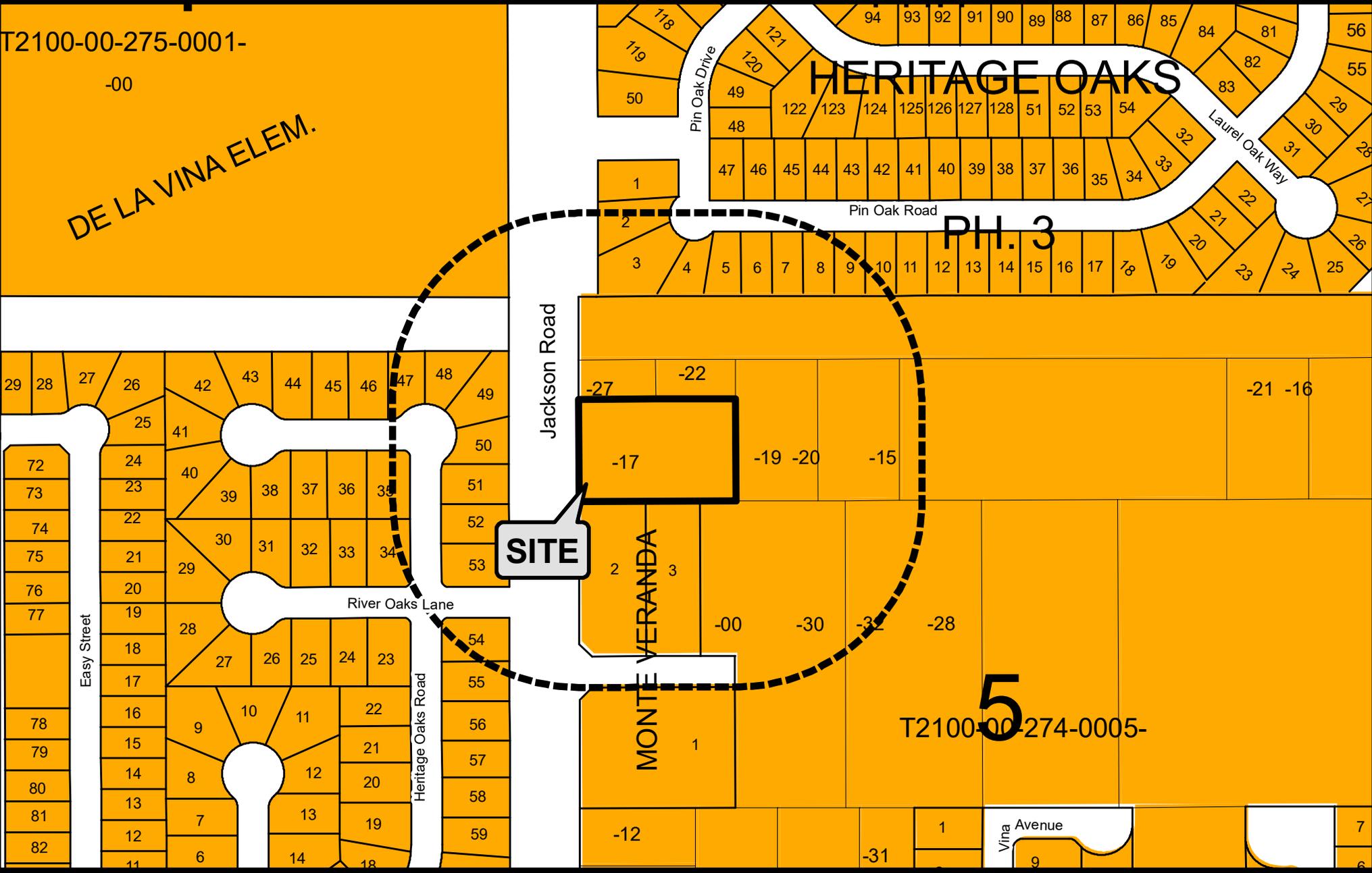
T2100-00-275-0001-  
-00

DE LA VINA ELEM.

# HERITAGE OAKS

PH. 3

T2100-00-274-0005-  
5

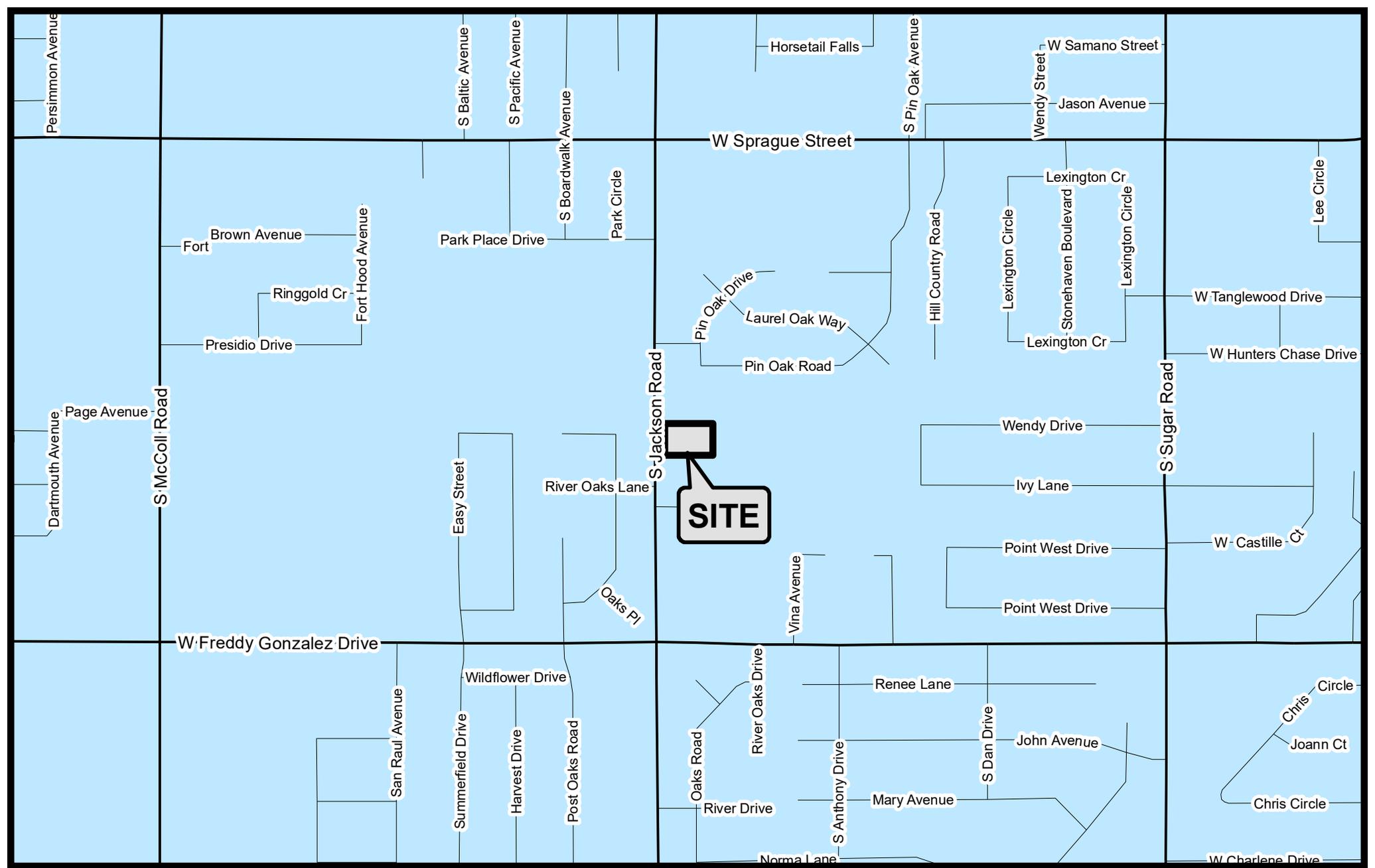


Legend					
	Site		General Commercial		Office Business Park
	300' Notification		Industrial		Suburban
	Auto-Urban		Mobile Home		Urban
	Downtown District		Neighborhood Commercial		Urban University

## FUTURE LAND USE

JOSE LONGORIA





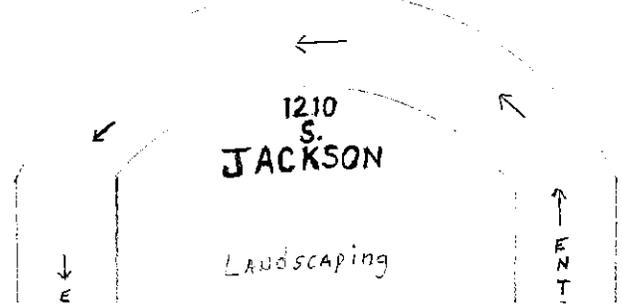
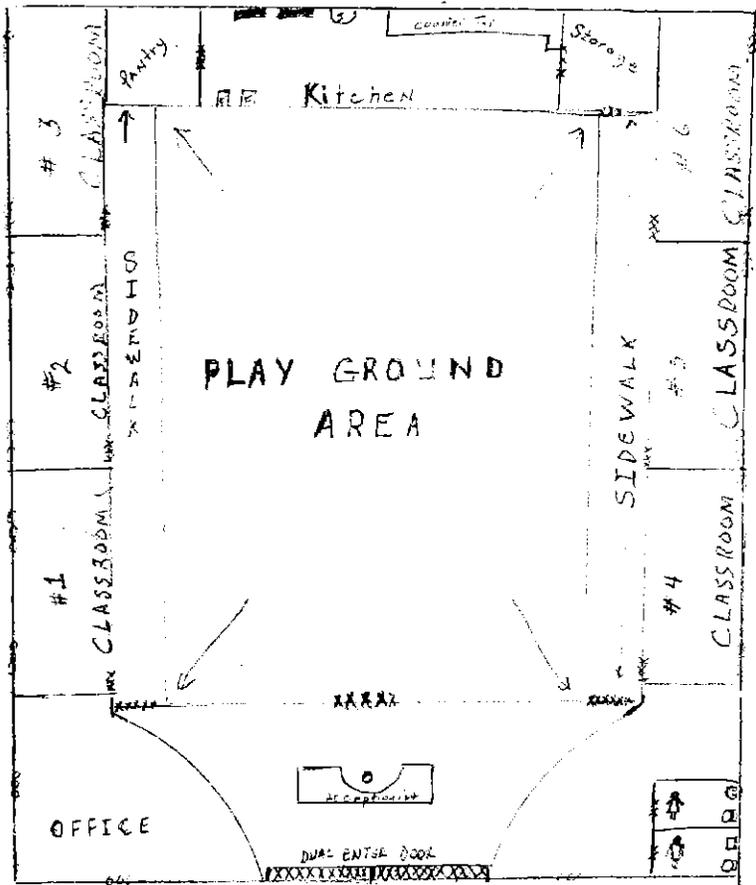
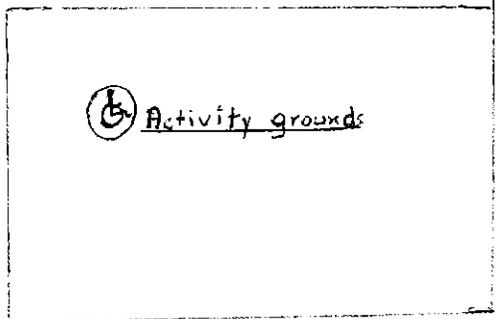
- Legend**
-  Site
  -  City Limits

**JOSE LONGORIA**



7

- X - Doors
- S - Stairs
- Counter Top
- Sink
- - Windows
- Fence



10/10/10

S



**COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN RESIDENTIAL USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING A 1.0 ACRE TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANYS SURVEY, LOCATED AT 1210 S. JACKSON ROAD, AS REQUESTED BY JOSE LONGORIA.**

---

PROP. ID. 188416  
ANAYA HERIBERTO  
1701 W OWASSA RD  
EDINBURG, TX. 78539-7047  
LEGAL: HERITAGE OAKS PH 1 LOT 6

PROP. ID. 262364  
CHAPA VIOLA G  
1124 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7321  
LEGAL: POST OAKS LOT 35

PROP. ID. 188420  
CLIFTON TINA  
2020 PIN OAK RD  
EDINBURG, TX. 78539-7333  
LEGAL: HERITAGE OAKS PH 1 LOT 10

PROP. ID. 262384  
COLE FRANK B JR & MARGARET J  
1406 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7315  
LEGAL: POST OAKS LOT 55

PROP. ID. 262383  
DE HOYOS LIBRADO JR & MYRTA C  
1402 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7315  
LEGAL: POST OAKS LOT 54

PROP. ID. 188418  
DE LOS SANTOS ROLANDO & MARIBEL P  
2102 PIN OAK RD  
EDINBURG, TX. 78539-7335  
LEGAL: HERITAGE OAKS PH 1 LOT 8

PROP. ID. 188414  
ESPERICUETA FERNANDO & CARMEN  
2114 PIN OAK RD  
EDINBURG, TX. 78539-7335  
LEGAL: HERITAGE OAKS PH 1 LOT 4

PROP. ID. 668421

GARCIA BALDEMAR & OLAYA  
2157 CHACHALACA ST  
EDINBURG, TX. 78539  
LEGAL: MONTE VERANDA PH 1 LOT 1

PROP. ID. 668423  
GARCIA BALDEMAR JR  
PO BOX 1710  
EDINBURG, TX. 78540-1710  
LEGAL: MONTE VERANDA PH 1 LOT 3

PROP. ID. 297194  
GARCIA LOURDES DEL CONSUELO & LUIS E SUNER RIVAS  
1204 S JACKSON RD  
EDINBURG, TX. 78539-7338  
LEGAL: TEX-MEX SURVEY S 65'-N 165'-W 135' LT 5 BK 274 0.20AC

PROP. ID. 535351  
GARCIA RAMIRO  
2157 CHACHALACA ST  
EDINBURG, TX. 78539  
LEGAL: TEX-MEX SURVEY S495'-N825'-E220'-W660' LOT 5 SEC 274 2.50AC NET

PROP. ID. 262363  
GARZA ANDRES JR & ESTHER  
2401 RIVER OAKS LN  
EDINBURG, TX. 78539-7319  
LEGAL: POST OAKS LOT 34

PROP. ID. 262382  
GONZALEZ ISRAEL E JR  
1308 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7325  
LEGAL: POST OAKS LOT 53

PROP. ID. 188417  
GONZALEZ PHILLIP D & BEATRICE  
3622 LASSO TRL  
EDINBURG, TX. 78541-7552  
LEGAL: HERITAGE OAKS PH 1 LOT 7

PROP. ID. 297189  
HERNANDEZ TERESA P  
PO BOX 2841  
SAN JUAN, TX. 78589-7841  
LEGAL: TEX-MEX SURVEY E 132'-W 528'-N 330' LT 5 BK 274 1.00 AC GROSS 0.94 AC NET

PROP. ID. 297231  
HIDALGO CO R/O/W DEPT  
902 N DOOLITTLE RD  
EDINBURG, TX. 78542-7470

LEGAL: TEX-MEX SURVEY NE .37AC-E170'-N150'-LOT 1 SEC 275 .37AC GR .26AC NET

PROP. ID. 297191

HIDALGO EUGENIO

1018 E CANO ST

EDINBURG, TX. 78539-4933

LEGAL: TEX-MEX SURVEY W 264'-N 165' EXC S 65'-W 135' LT 5 BK 274 0.80AC GR 0.73AC  
NET

PROP. ID. 297184

HIDALGO GERTRUDE H

2302 YELLOW ROSE DR

EDINBURG, TX. 78539-6432

LEGAL: TEX-MEX SURVEY E528'-W1056'-N330' LOT 5 BLK 274 4AC GR 3.76AC NET

PROP. ID. 262378

HINOJOSA IRMA

1218 HERITAGE OAKS RD

EDINBURG, TX. 78539-7323

LEGAL: POST OAKS LOT 49

PROP. ID. 262379

KRANTZ HERBERT A SR & WANDA Y

1220 HERITAGE OAKS RD

EDINBURG, TX. 78539-7323

LEGAL: POST OAKS LOT 50

PROP. ID. 297186

LONGORIA JOSE A & MARIA G

1614 RIVER OAKS DR

EDINBURG, TX. 78539-6909

LEGAL: TEX-MEX SURVEY S164.75'-N330'-W264' LOT 5 BLK 274 1AC GR 0.94AC NET

PROP. ID. 297188

LONGORIA MARIO ELOY

4900 N BIG 5 RD

EDINBURG, TX. 78541-6661

LEGAL: TEX-MEX SURVEY E 132'-W 396'-N 330' LT 5 BK 274 1 AC GROSS 0.94 AC NET

PROP. ID. 188412

LOPEZ RITO & MARIA A

2122 PIN OAK RD

EDINBURG, TX. 78539-7335

LEGAL: HERITAGE OAKS PH 1 LOT 2

PROP. ID. 262376

NEUBAUER DAVID M & MARY M

1123 HERITAGE OAKS RD

EDINBURG, TX. 78539-7322

LEGAL: POST OAKS LOT 47

PROP. ID. 188413  
PALACIOS CHRISTIAN J & ARACELY  
2118 PIN OAK RD  
EDINBURG, TX. 78539-7335  
LEGAL: HERITAGE OAKS PH 1 LOT 3

PROP. ID. 188419  
PENA ABIEL R  
2024 PIN OAK RD  
EDINBURG, TX. 78539-7333  
LEGAL: HERITAGE OAKS PH 1 LOT 9

PROP. ID. 262381  
PEREZ RICHARD R & NELBA DE LA GARZA  
1314 REYNOSA ST  
MISSION, TX. 78572-5949  
LEGAL: POST OAKS LOT 52

PROP. ID. 297172  
PRB PROPERTIES LP  
PO BOX 1710  
EDINBURG, TX. 78540-1710  
LEGAL: TEX-MEX SURVEY E2.45AC BNG AN IRR TR -S495'-N836'-W440' LOT 5 SEC 274  
2.45AC NET

PROP. ID. 262377  
RAMUSSEN GERALD A JR & FRANCES S  
1212 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7323  
LEGAL: POST OAKS LOT 48

PROP. ID. 188415  
ROYER BENJAMIN & MAYRA  
12000 SAWMILL RD APT 2512  
SPRING, TX. 77380-2112  
LEGAL: HERITAGE OAKS PH 1 LOT 5

PROP. ID. 262380  
TERAN MARIA CAROLINA  
1224 HERITAGE OAKS RD  
EDINBURG, TX. 78539-7324  
LEGAL: POST OAKS LOT 51

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

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 1.0 ACRE TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS- MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1210 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (2) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Auto-Urban Residential (AU) District and the Commercial Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7<sup>th</sup> day of August, 2007. Such proposed amendment is to change the zoning of a 1.0 acre tract of land out of Lot 5, Section 274, Texas-Mexican Railway Company Survey, Located at 1210 S. Jackson Road, Edinburg, Hidalgo County, Texas, from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and

**WHEREAS**, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 13, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

**WHEREAS**, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied the

change in zoning of said property, from one district to the other; and

**WHEREAS**, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 4, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

**SECTION II.** The zoning of the first above-described property is hereby changed from Auto-Urban Residential (AU) District to Commercial Neighborhood (CN) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said, Auto-Urban Residential (AU) District and include it within the Commercial Neighborhood (CN) District.

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

**SECTION IV. SAVINGS CLAUSE:** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall 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 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

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

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

**AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 1.0 ACRE TRACT OF LAND, LOT 5, SECTION 274, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1210 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Neighborhood Commercial Uses; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS GARZA & THOMPSON P.C.

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

JRS/rlgdmg-ordinances/Jose Longoria

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial Neighborhood (CN) District, Being Lot 12, Block 204, Edinburg Original Townsite, Located at 601 E. McIntyre Street, as requested by Javier & Maria Garza. **(Requires a 4/5 vote by the City Council to overturn the recommendation of the Planning & Zoning Commission.)** [Jesus Saenz, Director of Planning & Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The developer is proposing a home health care office on the property located at 601 E. McIntyre Street, Being Lot 12, Block 204, Edinburg Original Townsite. The City's Comprehensive Plan designation for this property is Urban Uses and the approval of the rezoning request will allow Business uses on the subject property.

The property is currently zoned Neighborhood Conservation (NC 7.1) District and is currently occupied by a single family home. The applicant is planning to convert the property into a business development. The surrounding zoning in the area is Neighborhood Conservation (NC 7.1) District to the North, East and South, and Urban Residential (UR) District to the West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty (30) neighboring property owners and received no comments in favor of or against this request at the time of this report.

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

**RECOMMENDATION:**

Staff recommends Denial of the Comprehensive Plan Amendment from Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation (NC 7.1) District to Commercial Neighborhood (CN) District, Being Lot 12, Block 204, Edinburg Original Townsite, Located at 601 E. McIntyre Street. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
CityAttorney

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 09/13/16**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 08/31/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Comprehensive Plan Amendment from Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial Neighborhood (CN) District.

**APPLICANT:** Javier & Maria Garza.

**AGENT:** N/A

**LEGAL:** Being Lot 12, Block 204, Edinburg Original Townsite,

**LOCATION:** Located at 601 E. McIntyre Street

**LOT/TRACT SIZE:** 7,200 Sqft.

**CURRENT USE OF PROPERTY:** Single Family Home

**PROPOSED USE OF PROPERTY:** Commercial Neighborhood (CN) District

**EXISTING LAND USE/  
ADJACENT ZONING:** North – Neighborhood Conservation (7.1) District  
South – Neighborhood Conservation (7.1) District  
East – Neighborhood Conservation (5) District  
West – Urban Residential (UR) District

**LAND USE PLAN DESIGNATION:** Urban District

**ACCESS AND CIRCULATION:** This property has access onto N. 16<sup>th</sup> Avenue.

**PUBLIC SERVICES:** Public utilities are not available for the site.

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

**REZONING REQUEST  
JAVIER & MARIA GARZA**

**EVALUATION**

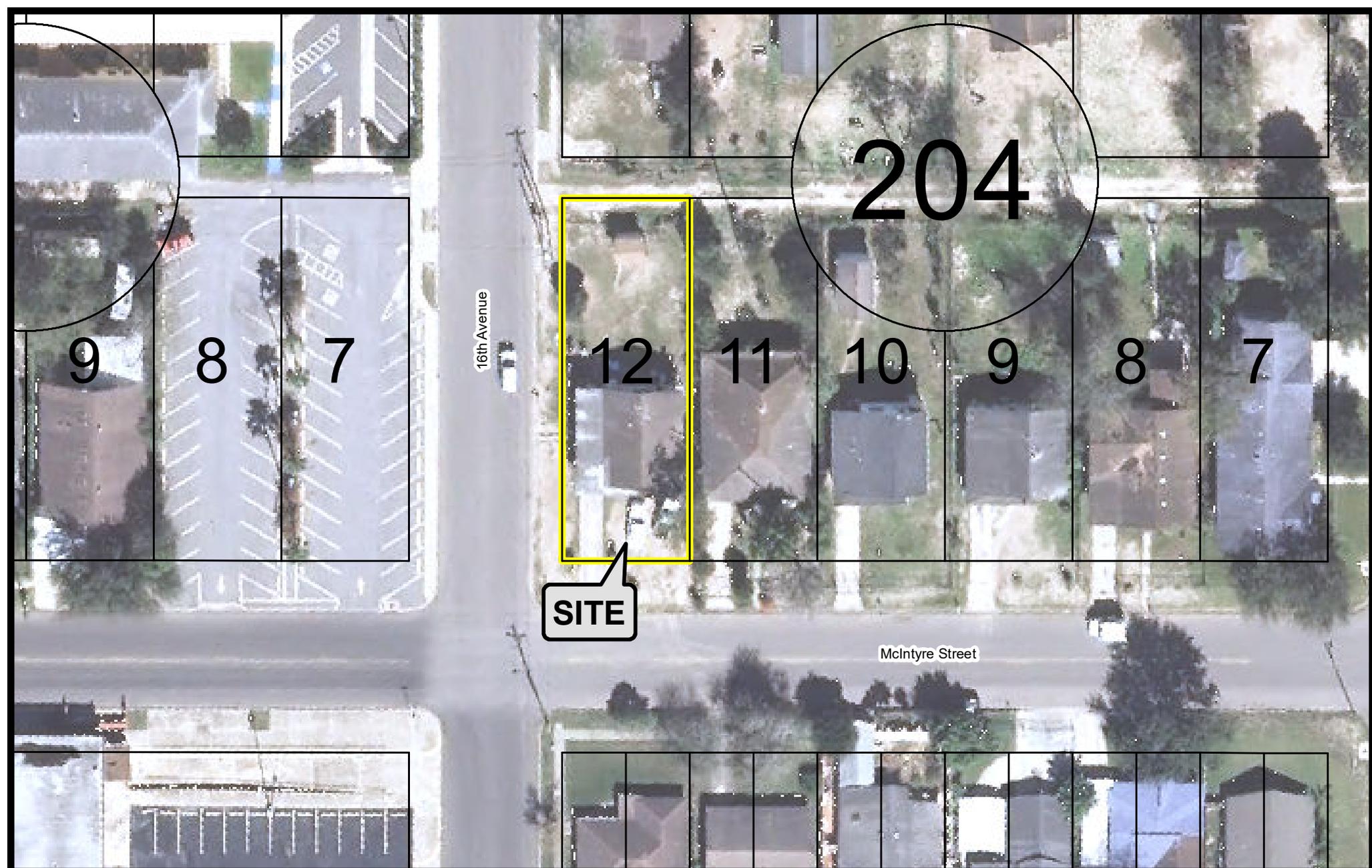
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Urban District
2. The land use pattern for this area of the community consists of Residential uses.
3. The applicant is proposing Business Commercial Uses at this location.

Staff recommends denial of the Comprehensive Plan Amendment from Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Neighborhood Conservation 7.1 (NC 7.1) District to Commercial Neighborhood (CN) District. If approved, the proposed Commercial development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirty (30) neighboring property owners and received no comments in favor or against this request at the time of the report.

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



**Legend**

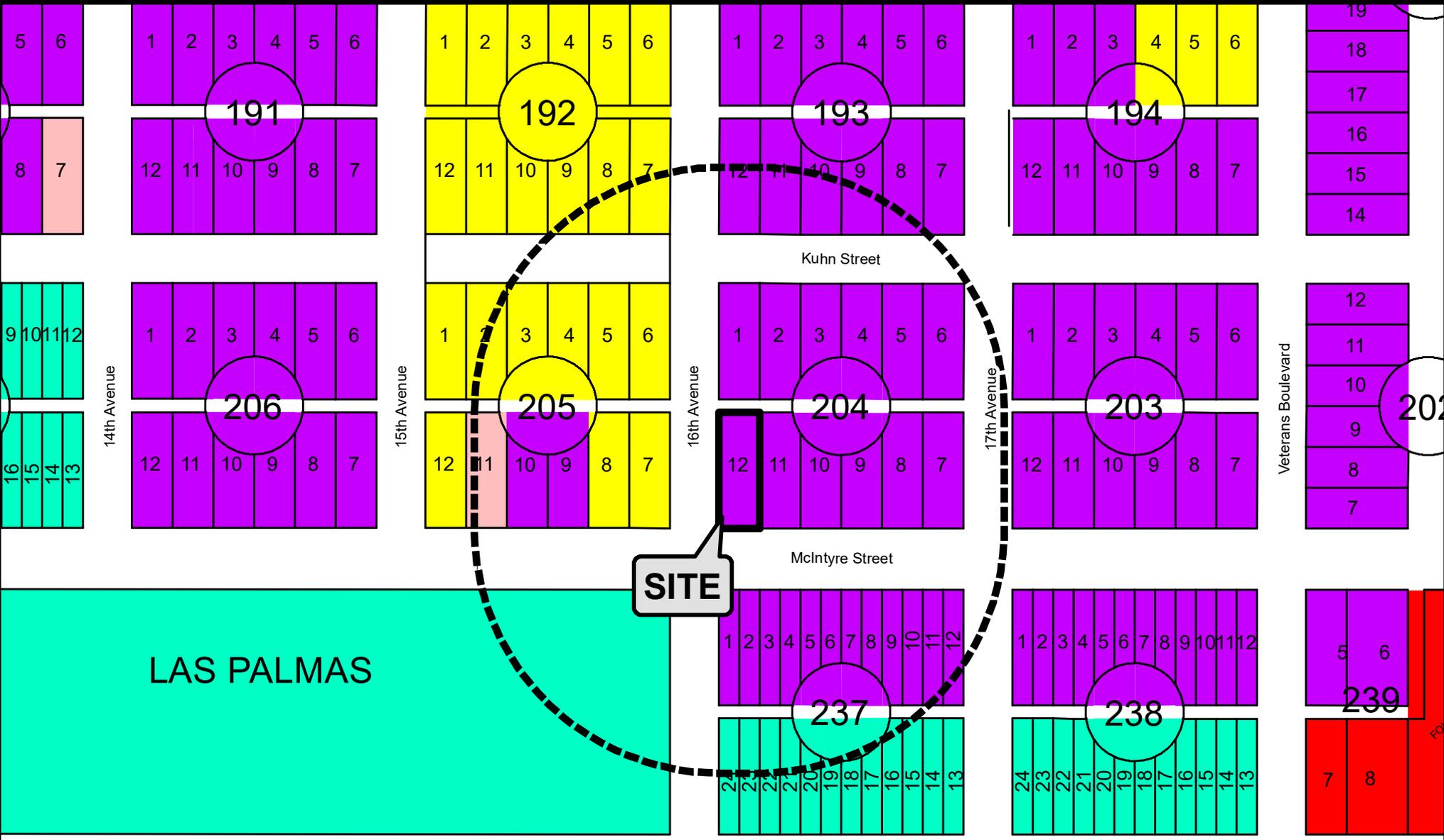
 SITE

**AERIAL PHOTO**

**JAVIER & MARIA ALICIA GARZA**



THE CITY OF  
**DINBURG**

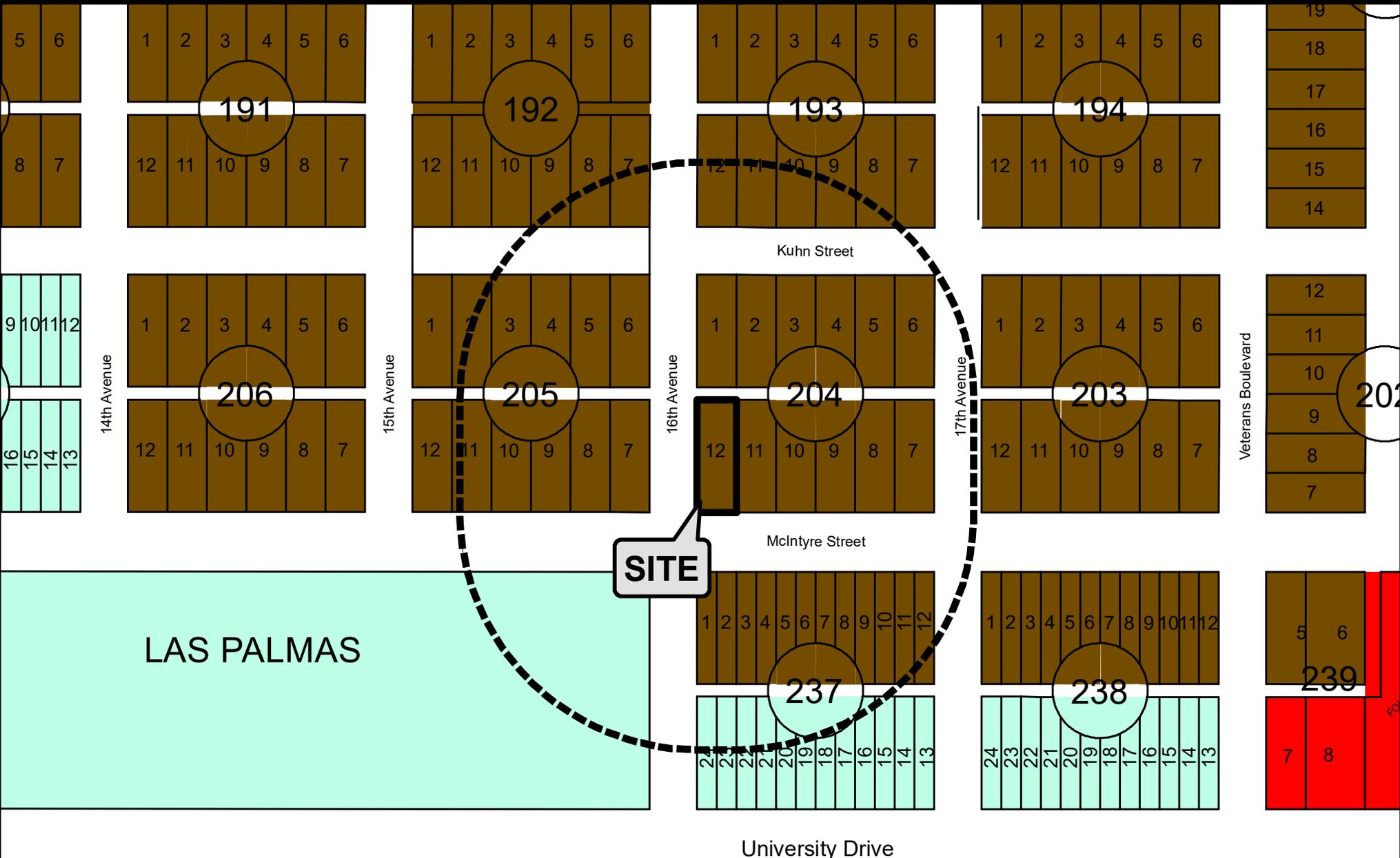


**LAS PALMAS**

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

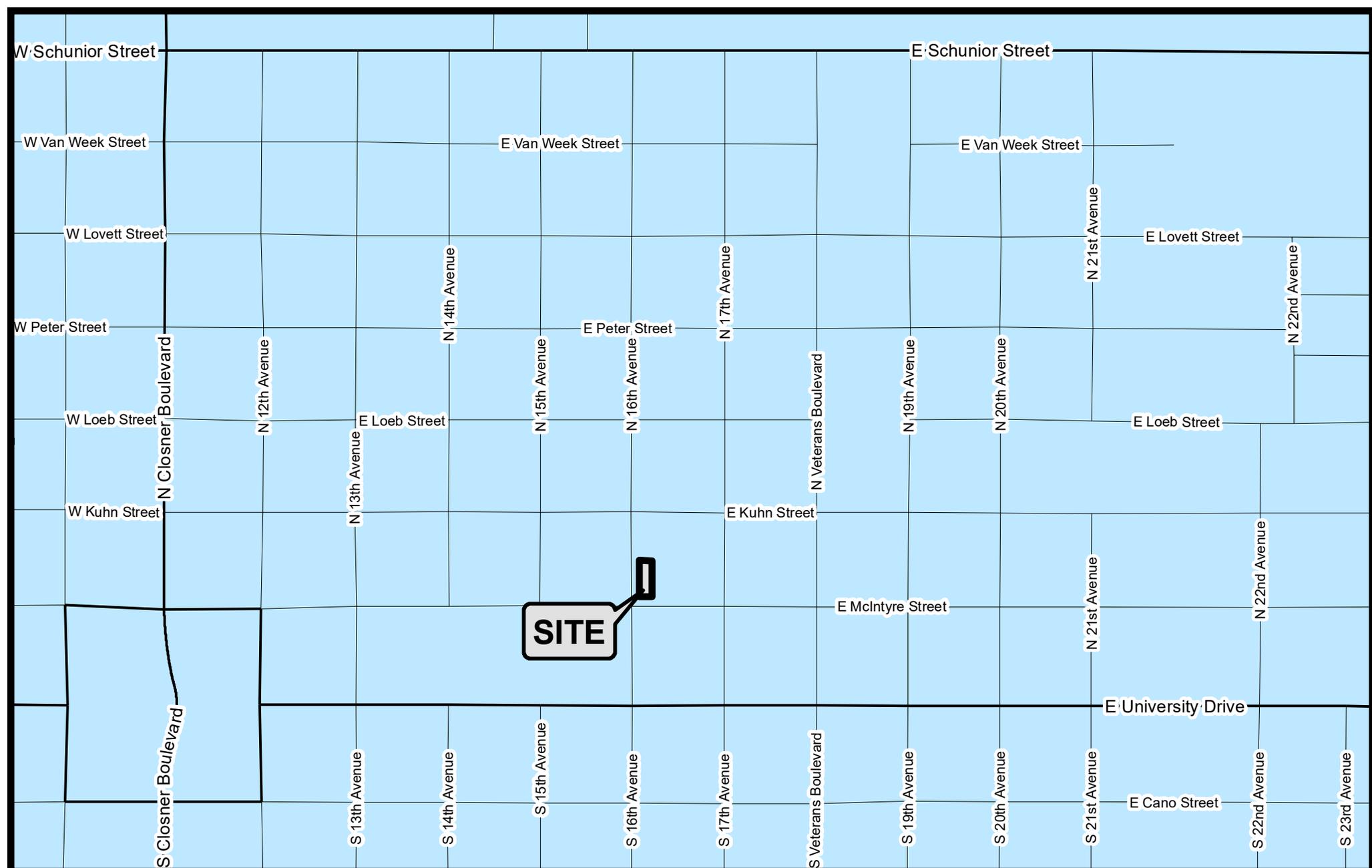
COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOT 12, BLOCK 204, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 601 E. McINTYRE STREET, AS REQUESTED BY JAVIER & MARIA GARZA.





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

**JAVIER  
&  
MARIA ALICIA GARZA**



**Legend**

-  SITE
-  City Limits

# JAVIER & MARIA ALICIA GARZA



ALLEY

Handicap Parking

Handicap Parking

Parking

Parking

Entrance to Parking



Entrance

House  
601 E. McIntyre

Entrance

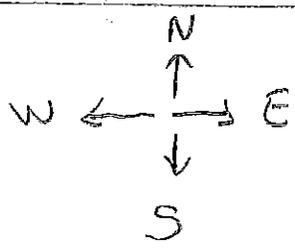
16th Street

sidewalk

Amistad sign

sidewalk

McIntyre Street





**COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO  
NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM  
NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO COMMERCIAL  
NEIGHBORHOOD (CN) DISTRICT, BEING LOT 12, BLOCK 204, EDINBURG  
ORIGINAL TOWNSITE, LOCATED AT 601 E. MCINTYRE STREET, AS REQUESTED  
BY JAVIER & MARIA GARZA.**

---

PROP. ID. 164780  
BARRERA BLANCA ALICIA GONZALEZ  
605 E MCINTYRE ST  
EDINBURG, TX. 78541  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 204

PROP. ID. 164772  
BENAVIDEZ MARTIN  
606 E KUHN ST  
EDINBURG, TX. 78541-3605  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 E 1/6 LOT 2 & 3 BLK 204

PROP. ID. 164887  
B-Y EDINBURG CENTER LTD  
4629 MACRO  
SAN ANTONIO, TX. 78218-5420  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 THRU 21 BLK 234 1 THRU 24 BLK 235 1  
THRU 24 BLK 236

PROP. ID. 164786  
CANALES ERIC & IMELDA  
PO BOX 4204  
EDINBURG, TX. 78540-4204  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 205

PROP. ID. 164776  
CAZARES ROGELIO JR & MAGDALENA  
201 N 17TH AVE  
EDINBURG, TX. 78541-3603  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 204

PROP. ID. 164771  
DOYNO ELMA P  
128 W HAWK AVE  
MCALLEN, TX. 78504-1802  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 EXC E 1/6 BLK 204

PROP. ID. 164894  
ESPARZA ANTONIO  
900 W SAM HOUSTON BLVD  
PHARR, TX. 78577-5217  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 13 THRU 17 BLK 237

PROP. ID. 164892  
GALVAN MARIA ELENA  
2400 JONQUIL  
MCALLEN, TX. 78503  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9-10 BLK 237

PROP. ID. 164889  
GARCIA ELVIRA  
602 E MCINTYRE ST  
EDINBURG, TX. 78541-3620  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3-4 BLK 237

PROP. ID. 164778  
GARCIA JUANITA  
7228 W VERNOR HWY  
DETROIT, MI. 48209-1557  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 204

PROP. ID. 164781  
GARZA JAVIER & MARIA  
910 FRANCIS DRIVE  
EDINBURG, TX. 78542-5132  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 204

PROP. ID. 164701  
GOMEZ JORGE L  
617 E KUHN ST  
EDINBURG, TX. 78541-3611  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 193

PROP. ID. 164773  
GOVEA GREGORIO JR  
503 BALTIC AVE  
EDINBURG, TX. 78539-7364  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 BLK 204

PROP. ID. 164897  
GRH INVESTMENTS LLC  
621 E CANO ST  
EDINBURG, TX. 78539  
LEGAL: EDINBURG ORIGINAL TOWNSITE ALL LOTS 18-24 BLK 237

PROP. ID. 164784  
GUFFEY CHARLES & SARAH  
513 E MCINTYRE ST  
EDINBURG, TX. 78541-3545  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 205

PROP. ID. 164779  
LIBRING ALPHA RUBY  
207 COAL ST

SAINT CHARLES, MI. 48655-1861  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 204

PROP. ID. 164702  
LOPEZ JESUS R & MARIA E LOZANO  
609 E KUHN ST  
EDINBURG, TX. 78541-3611  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10-11 BLK 193

PROP. ID. 164785  
MONROY MARIA G & VALERIO  
511 E MCINTYRE ST  
EDINBURG, TX. 78541-3545  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 205

PROP. ID. 164890  
NIETO ERASMO  
608 E MCINTYRE ST  
EDINBURG, TX. 78541-3620  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5 & 6 BLK 237

PROP. ID. 164891  
PENA BRAULIO & MARTINA  
616 E MCINTYRE ST  
EDINBURG, TX. 78541-3620  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7-8 BLK 237

PROP. ID. 164703  
RANGEL PEDRO & BERTA  
601 E KUHN ST  
EDINBURG, TX. 78541-3611  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 193

PROP. ID. 164700  
RODRIGUEZ ALVARO  
2821 GARZA ST  
EDINBURG, TX. 78539-6658  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 193

PROP. ID. 164774  
RODRIGUEZ DIANA  
1850 COLUMBIA PIKE APT 118  
ARLINGTON, VA. 22204  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5 BLK 204

PROP. ID. 164783  
ROMAN CATHOLIC DIOCESE  
OF BROWNSVILLE  
PO BOX 749  
EDINBURG, TX. 78540-0749  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 205

PROP. ID. 164888  
RUIZ MANUEL JR & HERLINDA R GARCIA  
1108 S 15TH AVE  
EDINBURG, TX. 78539-5717  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1-2 BLK 237

PROP. ID. 164782  
SACRED HEART CATHOLIC CHURCH  
505 E KUHN ST  
EDINBURG, TX. 78541-3535  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1 THRU 7 BLK 205

PROP. ID. 164775  
SALINAS ALEJO JR  
301 E PETER ST  
EDINBURG, TX. 78541-3454  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 204

PROP. ID. 164893  
SOLIS SANDRA  
117 N 17TH AVE  
EDINBURG, TX. 78541-3601  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11-12 BLK 237

PROP. ID. 342661  
TREVINO ALBERTO JR  
922 E CENIZO ST  
HARLINGEN, TX. 78550-2407  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 193

PROP. ID. 164777  
TREVINO SAN JUANITA  
4503 E UNIVERSITY DR  
EDINBURG, TX. 78542  
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 204

# THE CITY OF EDINBURG

## NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, September 13, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

**COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOT 12, BLOCK 204, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 601 E. MCINTYRE STREET, AS REQUESTED BY JAVIER & MARIA GARZA.**

This request is scheduled to be heard by the City Council on Tuesday, October 4, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, September 13, 2016
- EMAIL- [rguerrero@cityofedinburg.com](mailto:rguerrero@cityofedinburg.com)

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

In Favor/A Favor

Against/En Contra

No Comments/No Comentario

Comments: There is to much traffic right now passing through McIntyre St. as it is there is not enough parking right now. Turning it into a commercial place would make things worse. We DON'T NEED HIGHER TAXES EITHER

Print Name: Roberto GARCIA

Phone No.: \_\_\_\_\_

Address: 602 E. MCINTYRE

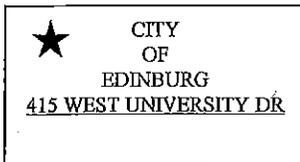
City: EDINBURG

State: TEXAS Zip: 78541

## NOTIFICACION

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

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



CHENDO'S

8th Ave.

University Dr. (S.H.107)

# THE CITY OF EDINBURG

## NOTIFICATION

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This request is scheduled to be heard by the City Council on Tuesday, October 4, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

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- FAX- (956) 292-2080 by Tuesday, September 13, 2016
- EMAIL- [rguerrero@cityofedinburg.com](mailto:rguerrero@cityofedinburg.com)

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

In Favor/A Favor

Against/En Contra

No Comments/No Comentario

Comments: oppose it - traffic congested with Sacred Heart School + Church

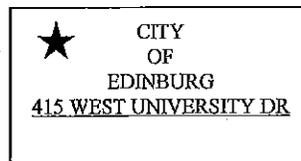
Print Name: Pedro + Bertha, Rangel Phone No.: 318-1912

Address: 601 E Kuhn St City: Edinburg State: TX Zip: 78541

## NOTIFICACION

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

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



CHENDO'S

8th Ave.

University Dr. (S.H.107)

# THE CITY OF EDINBURG

## NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, September 13, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

**COMPREHENSIVE PLAN AMENDMENT FROM URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOT 12, BLOCK 204, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 601 E. MCINTYRE STREET, AS REQUESTED BY JAVIER & MARIA GARZA.**

This request is scheduled to be heard by the City Council on Tuesday, October 4, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, September 13, 2016
- EMAIL- [rquerrero@cityofedinburg.com](mailto:rquerrero@cityofedinburg.com)

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

In Favor/A Favor

Against/En Contra

No Comments/No Comentario

Comments: Mucho tráfico, Calle angosta y  
no hay banquetas.

Print Name: Blanca B. Gonzalez Phone No.: 956-383-4494

Address: 605 E. McIntyre City: Edinburg State: Tx Zip: 78541

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

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE NEIGHBORHOOD CONSERVATION (NC 7.1) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 12, BLOCK 204, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 601 E. MCINTYRE STREET ,EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Neighborhood Conservation (NC 7.1) District and the Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7<sup>th</sup> day of August, 2007. Such proposed amendment is to change the zoning of Lot 12, Block 204, Edinburg Original Townsite, Located at 601 E. McIntyre, Edinburg, Hidalgo County, Texas, from Neighborhood Conservation (NC 7.1) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and,

**WHEREAS**, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 13, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

**WHEREAS**, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and,

**WHEREAS**, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 4, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

**SECTION II.** The zoning of the first above-described property is hereby changed from Neighborhood Conservation (NC 7.1) District to Commercial, Neighborhood (CN) District, and the boundaries of said Districts are hereby amended, supplemented and changed and to be removed from the said Neighborhood Conservation (NC 7.1) District and adding it to the Commercial, Neighborhood (CN) District.

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C,

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

JRS/rlg-ordinances/Javier & Maria Garza-nc 7.1 to cn-10-4-16

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

**AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOT 12, BLOCK 204, EDINBURG ORIGINAL TOWNSITE LOCATED AT 601 E. MCINTYRE STREET EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Urban Uses to Neighborhood Commercial Uses; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

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

JRS/rlg-ordinances/Javier & Maria Garza-nc 7.1 to cn-10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Suburban Residential Uses to Urban Residential Uses and the Rezoning Request from Suburban (S) District to Urban Residential (UR) District, Being a 1.5 Acre Tract of Land out of Lot 13, Section 276, Texas-Mexican Railway Company Survey, Located Along Mon Mack Road, 460 ft. North of Sprague Street, as Requested by Albert Zamora. [Jesus Saenz, Director of Planning & Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The developer is proposing to develop apartments on the property located along Mon Mack Road, located 460 ft. North of Sprague Street, Being a 1.5 Acre Tract of Land out of Lot 13, Section 276, Texas-Mexican Railway Company Survey. The City's Comprehensive Plan designation for this property is Suburban Uses and the approval of the rezoning request will allow Multi-Family uses on the subject property.

The property is currently zoned Suburban (S) District and is currently occupied by a single family home. The applicant is planning to convert the property into a Multi-Family development. The surrounding zoning in the area is Neighborhood Conservation (NC7.1) District to the North, Neighborhood Conservation (NC5) District to the East, and Suburban (S) District to the South and West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty one (41) neighboring property owners and received one comment in favor of this request at the time of this report.

The Planning and Zoning Commission recommended with a vote of 4-1 to approve the Comprehensive Plan Amendment and Rezoning Request.

**RECOMMENDATION:**

Staff recommends Approval of the Comprehensive Plan Amendment from Suburban Residential Uses to Urban Residential Uses and the Rezoning Request from Suburban (S) District to Urban Residential (UR) District, Being a 1.5 Acre Tract of Land out of Lot 13, Section 276, Texas-Mexican Railway Company Survey, located along Mon Mack Road, 460 ft. North of Sprague Street. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision

regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

**REVIEWED BY:**

**PREPARED BY:**

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

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Richard Molina  
Mayor Pro-Tem

J. R.  
Betancourt  
Councilmember

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 09/13/16**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 09/02/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Consider the Comprehensive Plan Amendment from Suburban Residential Uses to Urban Residential Uses and the Rezoning Request from Suburban (S) District to Urban Residential (UR) District.

**APPLICANT:** Albert Zamora

**AGENT:** N/A

**LEGAL:** Being a 1.5 Acre Tract of Land out of Lot 13, Section 276, Texas-Mexican Railway Companys Survey.

**LOCATION:** Located along Mon Mack Road, 460 ft. North of Sprague Street.

**LOT/TRACT SIZE:** 1.5 Acres

**CURRENT USE OF PROPERTY:** Single Family Home

**PROPOSED USE OF PROPERTY:** Urban Residential (UR) District

**EXISTING LAND USE/**  
**ADJACENT ZONING:** North – Neighborhood Conservation (NC 7.1) District  
South – Suburban (S) District  
East – Neighborhood Conservation (NC5) District  
West – Suburban (S) District

**LAND USE PLAN DESIGNATION:** Suburban (S) District

**ACCESS AND CIRCULATION:** This property has access onto Mon Mack Road.

**PUBLIC SERVICES:** Public utilities are not available for the site.

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

**REZONING REQUEST  
ALBERT ZAMORA**

**EVALUATION**

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Suburban (S) District.
2. The land use pattern for this area of the community consists of Suburban uses.
3. The applicant is proposing Commercial Uses at this location.

Staff recommends approval of Comprehensive Plan Amendment from Suburban Residential Uses to Urban Residential Uses and the Rezoning Request from Suburban (S) District to Urban Residential (UR) District. If approved, the proposed Urban Residential development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty one (41) neighboring property owners and received one comment in favor this request at the time of the report.

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



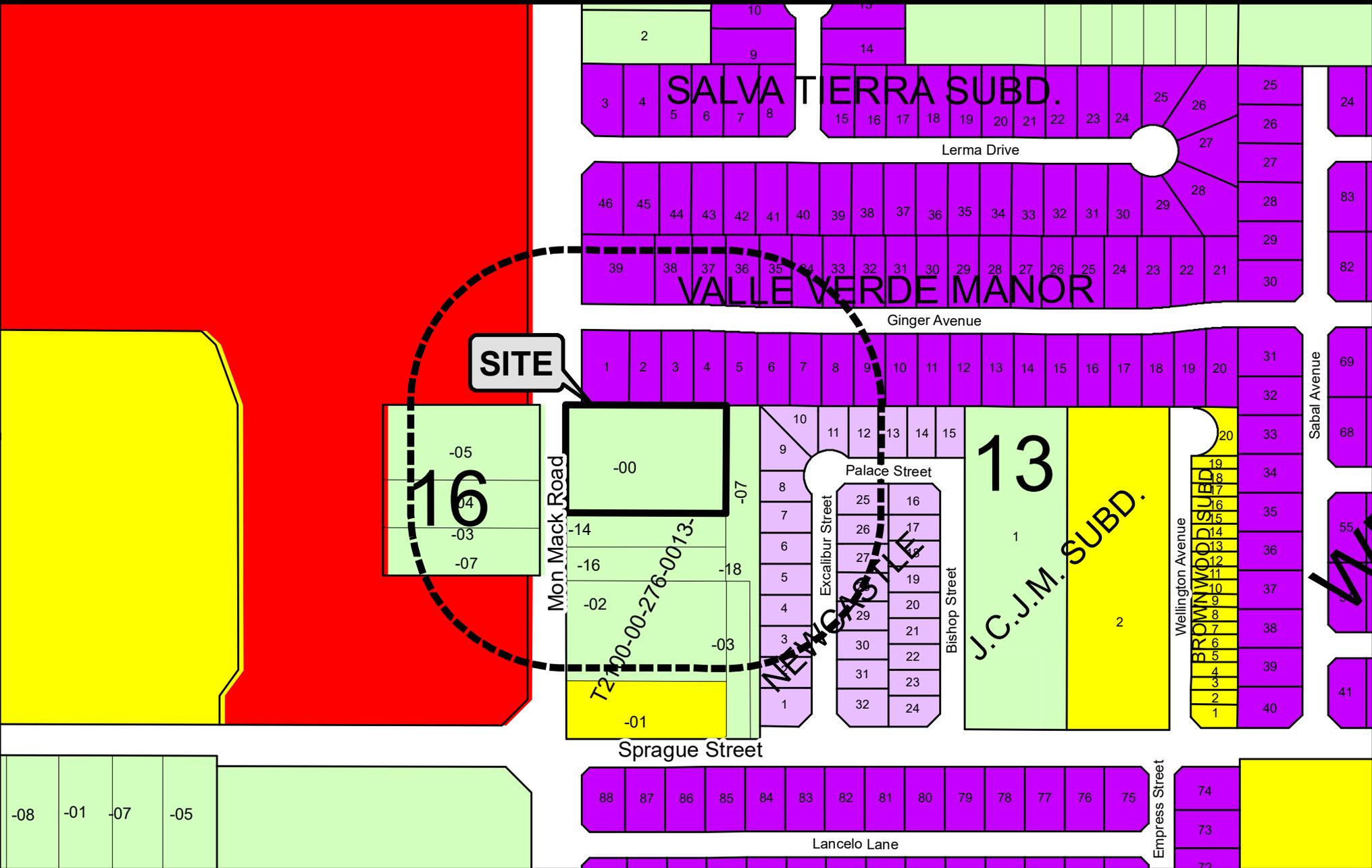
Source: Esri, Digital Globe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

- Legend**
-  Site
  -  300' Notification

**AERIAL PHOTO**  
**ALBERT ZAMORA**



THE CITY OF  
**DINBURG**  
Page 63

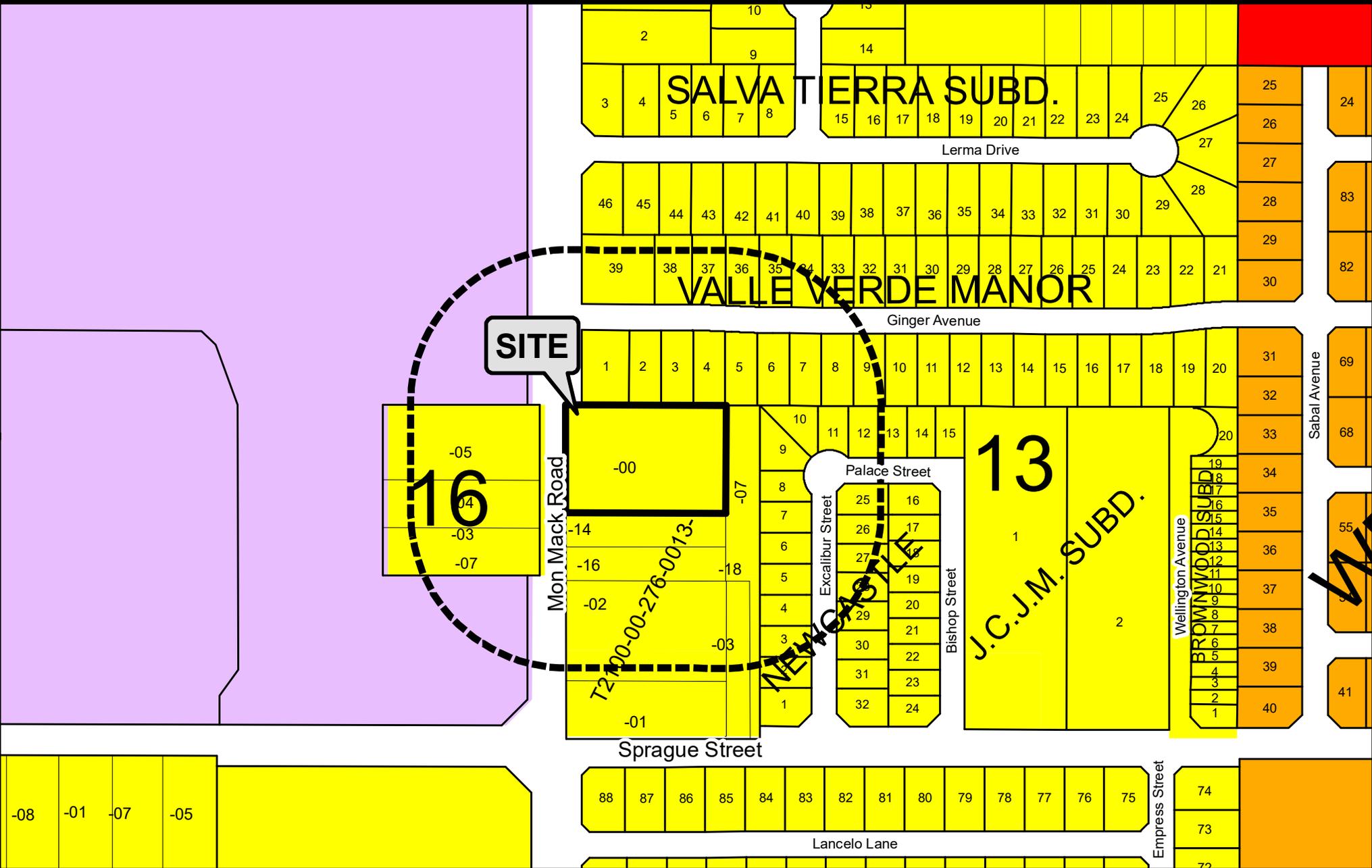


**Legend**

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

COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN RESIDENTIAL USES TO URBAN RESIDENTIAL USES AND THE ZONING REQUEST FROM SUBURBAN (S) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED ALONG MON MACK ROAD, 460 FT. NORTH OF SPRAGUE STREET, AS REQUESTED BY ALBERT ZAMORA.





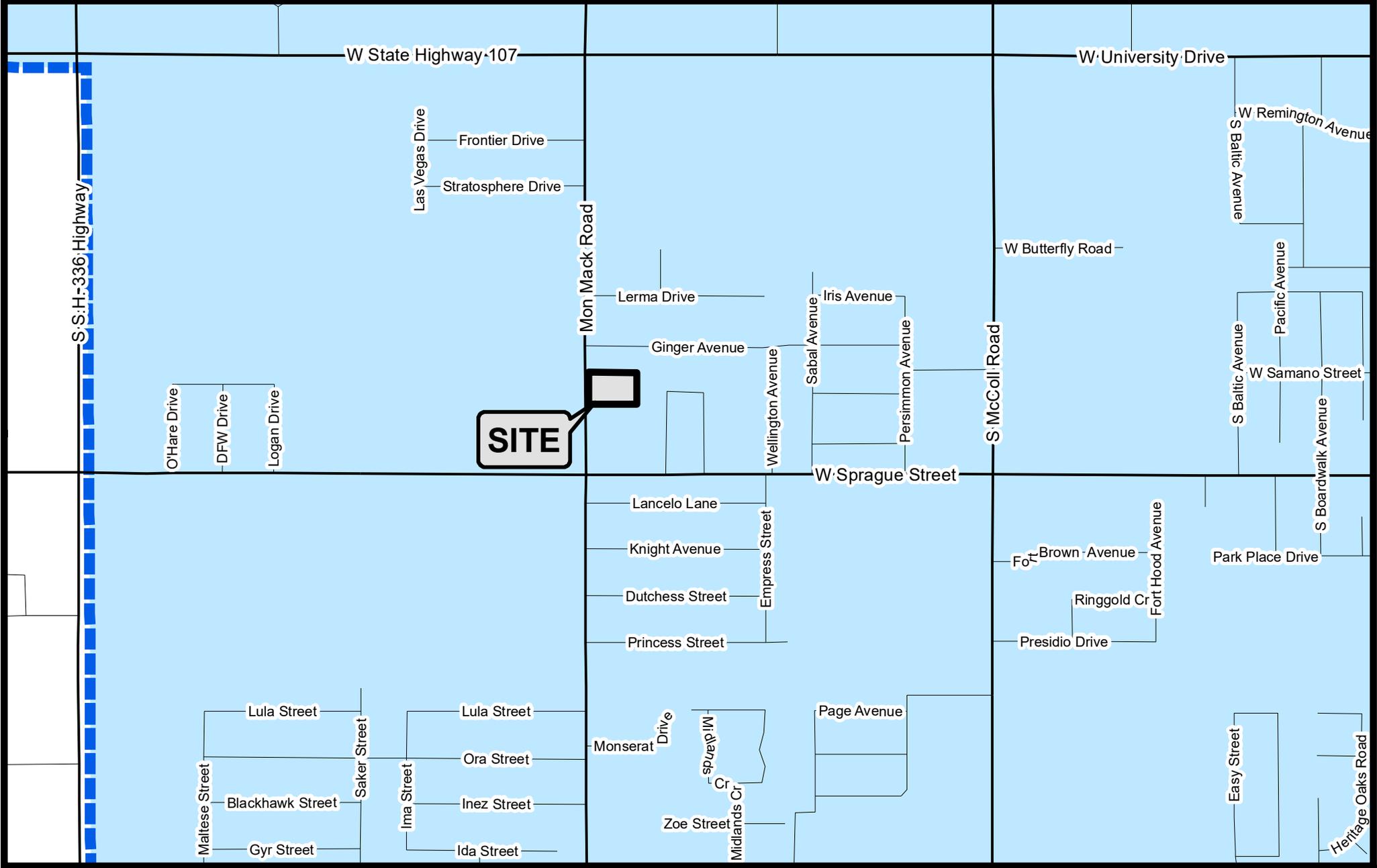
**Legend**

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

**FUTURE LAND USE**

**ALBERT ZAMORA**





- Legend**
-  Site
  -  City Limits

**ALBERT ZAMORA**



THE CITY OF  
**DINBURG**

**COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN RESIDENTIAL USES TO URBAN RESIDENTIAL USES AND THE REZONING REQUEST FROM SUBURBAN (S) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANYS SURVEY, LOCATED ALONG MON MACK ROAD, 460 FT. NORTH OF SPRAGUE STREET, AS REQUESTED BY ALBERT ZAMORA.**

---

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

PROP. ID. 701785  
BADILLO ROEL & JENNIFER S  
701 S EXCALIBUR ST  
EDINBURG, TX. 78539-3569  
LEGAL: NEWCASTLE ESTATES LOT 5

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

PROP. ID. 701783  
BLEVINS KRISTIN  
715 S EXCALIBUR ST  
EDINBURG, TX. 78539  
LEGAL: NEWCASTLE ESTATES LOT 3

PROP. ID. 701788  
CARDENAS RAFAEL E & MARTA L GARZA  
2317 ARROYO AVE  
MCALLEN, TX. 78504-6312  
LEGAL: NEWCASTLE ESTATES LOT 8

PROP. ID. 661913  
CHAVERO AZUZENA & CARLOS T GARZA  
3417 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 35

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

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

PROP. ID. 701807  
FLORES MICHAEL DANIEL & BRENDA S  
618 S EXCALIBUR ST  
EDINBURG, TX. 78539  
LEGAL: NEWCASTLE ESTATES LOT 27

PROP. ID. 701786  
GARCIA JAVIER OMAR & KRISTINA G  
617 S EXCALIBUR ST  
EDINBURG, TX. 78539-0919  
LEGAL: NEWCASTLE ESTATES LOT 6

PROP. ID. 661914  
GARZA ABNER M  
3503 GINGER AVE  
EDINBURG, TX. 78539-3439  
LEGAL: VALLE VERDE MANOR LOT 36

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

PROP. ID. 661883  
GARZA ROBERT  
PO BOX 1912  
EDINBURG, TX. 78540-1912  
LEGAL: VALLE VERDE MANOR LOT 5

PROP. ID. 701813  
LASHANTE ENTERPRISES INC  
3525 W FREDDY GONZALEZ DR STE B  
EDINBURG, TX. 78539-8544  
LEGAL: NEWCASTLE ESTATES 1.36AC PRIVATE STREETS

PROP. ID. 701808  
MORENO LINDA NICOLE  
702 S EXCALIBUR ST  
EDINBURG, TX. 78539-0987  
LEGAL: NEWCASTLE ESTATES LOT 28

PROP. ID. 701787  
MORGAN TWINKLE M  
613 S EXCALIBUR ST  
EDINBURG, TX. 78539-0919  
LEGAL: NEWCASTLE ESTATES LOT 7

PROP. ID. 701793  
MUNOZ PABLO JR  
9828 N BENTSEN RD  
MCALLEN, TX. 78504-6027  
LEGAL: NEWCASTLE ESTATES LOT 13

PROP. ID. 701791  
MUTIA SHEILA C  
3413 PALACE ST  
EDINBURG, TX. 78539-1006  
LEGAL: NEWCASTLE ESTATES LOT 11

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

PROP. ID. 661882  
OLIVAREZ ENRIKA  
3506 GINGER AVE  
EDINBURG, TX. 78539-3439  
LEGAL: VALLE VERDE MANOR LOT 4

PROP. ID. 661912  
ORNELAS MANUEL M  
3413 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 34

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

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

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

PROP. ID. 661911  
PEDRAZA GABRIEL & LAURA I  
3409 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 33

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

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

PROP. ID. 297404  
RENDON MANUEL & MARINA  
3511 W SPRAGUE ST  
EDINBURG, TX. 78539-8810  
LEGAL: TEX-MEX SURVEY E46'-W376'-S330' LOT 13 SEC 276 .35AC GR .33AC NET

PROP. ID. 297408  
RENDON TOMAS & GREGORIA  
3511 W SPRAGUE STREET  
EDINBURG, TX. 78539  
LEGAL: TEX-MEX SURVEY N 0.50AC-W1AC-E15-S20 LOT 13 SEC 276 0.50AC NET

PROP. ID. 661884  
SALINAS JOSE R & EIRASEMA  
3416 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 6

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

PROP. ID. 701792  
SO WILFREDO S & AILEEN I FAMILY TRUST  
27526 CAMOMILE LN  
SANTA CLARITA, CA. 91350-1603  
LEGAL: NEWCASTLE ESTATES LOT 12

PROP. ID. 661886  
SOLIS SONIA SELENE  
3404 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 8

PROP. ID. 701782  
TESSA REAL ESTATE HOLDINGS LLC  
4008 N 22ND ST  
MCALLEN, TX. 78504  
LEGAL: NEWCASTLE ESTATES LOT 2

PROP. ID. 701809  
TREJO JESSE R  
708 EXCALIBUR  
EDINBURG, TX. 78539  
LEGAL: NEWCASTLE ESTATES LOT 29

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

PROP. ID. 661885  
VALDEZ ROBERT M & CHRISTINE G  
3412 GINGER AVE  
EDINBURG, TX. 78539-3436  
LEGAL: VALLE VERDE MANOR LOT 7

PROP. ID. 661915  
VASQUEZ REGINA  
3507 GINGER AVE  
EDINBURG, TX. 78539-3439  
LEGAL: VALLE VERDE MANOR LOT 37

PROP. ID. 701784  
VILLACANA ARTURO  
707 S EXCALIBUR ST  
EDINBURG, TX. 78539-3569  
LEGAL: NEWCASTLE ESTATES LOT 4

PROP. ID. 701805  
WHITE DARRON WADE  
PO BOX 1091  
KILAUEA, HI. 96754-1091  
LEGAL: NEWCASTLE ESTATES LOT 25

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



# THE CITY OF EDINBURG

## NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, September 13, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

**COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN RESIDENTIAL USES TO URBAN RESIDENTIAL USES AND THE REZONING REQUEST FROM SUBURBAN (S) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANYS SURVEY, LOCATED ALONG MON MACK ROAD, 460 FT. NORTH OF SPRAGUE STREET, AS REQUESTED BY ALBERT ZAMORA.**

This request is scheduled to be heard by the City Council on Tuesday, October 4, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, September 13, 2016
- EMAIL- [rquerrero@cityofedinburg.com](mailto:rquerrero@cityofedinburg.com)

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

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

Comments: IT'S good TO see this area starting to develop  
once again. We are supportive of this project.

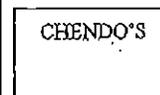
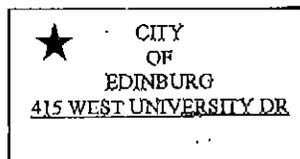
Print Name: Tomy Sanchez Phone No.: 212-9239

Address: 614 Excalibur City: Edinburg State: TX Zip: \_\_\_\_\_

## NOTIFICACION

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

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



8th Ave.

University Dr. (S.H.107)

# THE CITY OF EDINBURG

## NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, September 13, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

**COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN RESIDENTIAL USES TO URBAN RESIDENTIAL USES AND THE REZONING REQUEST FROM SUBURBAN (S) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED ALONG MON MACK ROAD, 460 FT. NORTH OF SPRAGUE STREET, AS REQUESTED BY ALBERT ZAMORA.**

This request is scheduled to be heard by the **City Council on Tuesday, October 4, 2016 at 6:00 p.m.** As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, September 13, 2016
- EMAIL- [rguerrero@cityofedinburg.com](mailto:rguerrero@cityofedinburg.com)

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

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

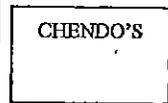
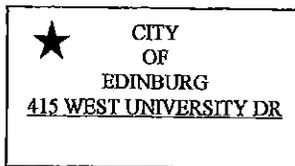
Comments: \_\_\_\_\_  
\_\_\_\_\_

Print Name: ALEX MAMESHWARI Phone No.: 956-227-7399  
Address: LOT 9&10-NEWCASTLE City: EDINBURG State: TX Zip: 78539

## NOTIFICACION

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

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



8th Ave.

University Dr. (S.H.107)

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

**AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE SUBURBAN RESIDENTIAL (S) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED ALONG MON MACK ROAD, 460 FEET NORTH OF SPRAGUE STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Suburban Residential (S) District and the Urban Residential (UR) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7<sup>th</sup> day of August, 2007. Such proposed amendment is to change the zoning of a 1.5 Acre tract of land out of Lot 13, Section 276, Texas-Mexican Railway Company Survey, located along Mon Mack Road , 460 feet, North of Sprague Street, Edinburg, Hidalgo County, Texas, from Suburban Residential (S) District to Urban Residential (UR) District, for a recommendation and report by said Planning and Zoning Commission; and,

**WHEREAS**, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 13, 2016 at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

**WHEREAS**, after such public hearing, the Planning and Zoning Commission of the City of

Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and,

**WHEREAS**, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 4, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

**SECTION II.** The zoning of the first above-described property is hereby changed from Suburban Residential (S) District to Urban Residential (UR) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Suburban Residential (S) District and adding it to the Urban Residential (UR) District.

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

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

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

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code

of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

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

JRS/rlg-ordinances/Albert Zamora-s to ur-10-4-16

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

**AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 1.5 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED ALONG MON MACK ROAD , 460 FEET NORTH OF SPRAGUE STREET, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to Urban Uses; and,

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

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

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

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

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

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

- (1) Population growth requiring more Urban Uses;

(2) Expansion and development of Urban Uses.

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

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

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

JRS/rfg-ordinances/Albert Zamora-s to ur-10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for a Licensed Child Care Home, Being Lot 29, Trenton Manor, Located at 1904 Wayne Street, as Requested by Maria Carmen Paras. [Jesus R. Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The applicant is requesting the approval of a Licensed Child Care Home, Being Lot 29, Trenton Manor, Located at 1904 Wayne Street. A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years of age plus six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Monday thru Friday from 7:00 a.m. to 6:00 p.m.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty (40) neighboring property owners and received no comments against this request at the time of this report.

City ordinance requires that a Licensed Child Care Home be 0.5 mile in separation from any other Licensed Child Care Home. The applicant is 0.34 miles away from an existing Licensed Child Care Home and therefore does not meet the distance requirement.

The Planning & Zoning Commission recommended with a vote of 3-2 to deny the Special Use Permit for a Licensed Child Care Home.

**RECOMMENDATION:**

Staff recommends Denial of the Special Use Permit. If approved, the applicant will need to comply with all city requirements during the permitting process including but not limited to vehicle access, compliance with building and fire codes, fire protection, health, parking, solid waste services, utility, and any other City requirements, as applicable.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**MEETING DATES:**  
**PLANNING & ZONING COMMISSION – 09/13/16**  
**CITY COUNCIL – 10/04/16**  
**DATE PREPARED – 09/02/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Special Use Permit for a Licensed Child Care Home

**APPLICANT:** Maria Carmen Paras

**AGENT:** N/A

**LEGAL:** Lot 29, Trenton Manor Subdivision

**LOCATION:** 1904 Wayne Drive

**LOT/TRACT SIZE:**

**CURRENT USE OF PROPERTY:** Single Family Residence

**PROPOSED USE OF PROPERTY:** Licensed Child Care Home

**EXISTING LAND USE/  
ADJACENT ZONING:** North: Res; Agriculture (AG)  
South: Res; Agriculture (AG)  
East: Res; Agriculture (AG)  
West: Res; Agriculture (AG)

**LAND USE PLAN DESIGNATION:** Auto-Urban Residential

**ACCESS AND CIRCULATION:** This property has access onto Wayne Drive, a Minor Residential Roadway.

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

**RECOMMENDATION:** Staff recommends denial of the Special Use Permit for a Licensed Child Care Home. A comprehensive evaluation is on the following page (s).

**SPECIAL USE PERMIT  
MARIA CARMEN PARAS**

**EVALUATION**

**The following is the staff's evaluation of this application:**

A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years. Child day care can be provided for six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Mondays thru Fridays from 7:00 a.m. to 6:00 p.m.

Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for a child care facility in the community. The City does not enforce deed restrictions; the applicant was advised to check for any restrictions to ensure that the proposed use is not in conflict with them.

Staff is recommending denial of the Special Use Permit based on the city's half-mile distance between Registered or Licensed Child Care Homes as required by Section 2.413 (B) of the Unified Development Code. This Registered Child Care Home would be 1,890 feet from the nearest Registered Child Care Home. If approved, staff recommends the following conditions for the proposed Registered Child Care Home as stated in Unified Development Code (UDC) Section 2.413 and Section 12.301.A. of the Unified Development Code:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.
2. The Registered Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.
3. No more than 1 non-related person who does not reside on the premises shall be employed.
4. A sign advertising the service shall be limited to one sign. It shall not exceed four (4) square feet in size. **Lighted and portable signs shall be prohibited at this location.**
5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.
6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Registered Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Registered Child Care Home.

**SPECIAL USE PERMIT  
MARIA CARMEN PARAS**

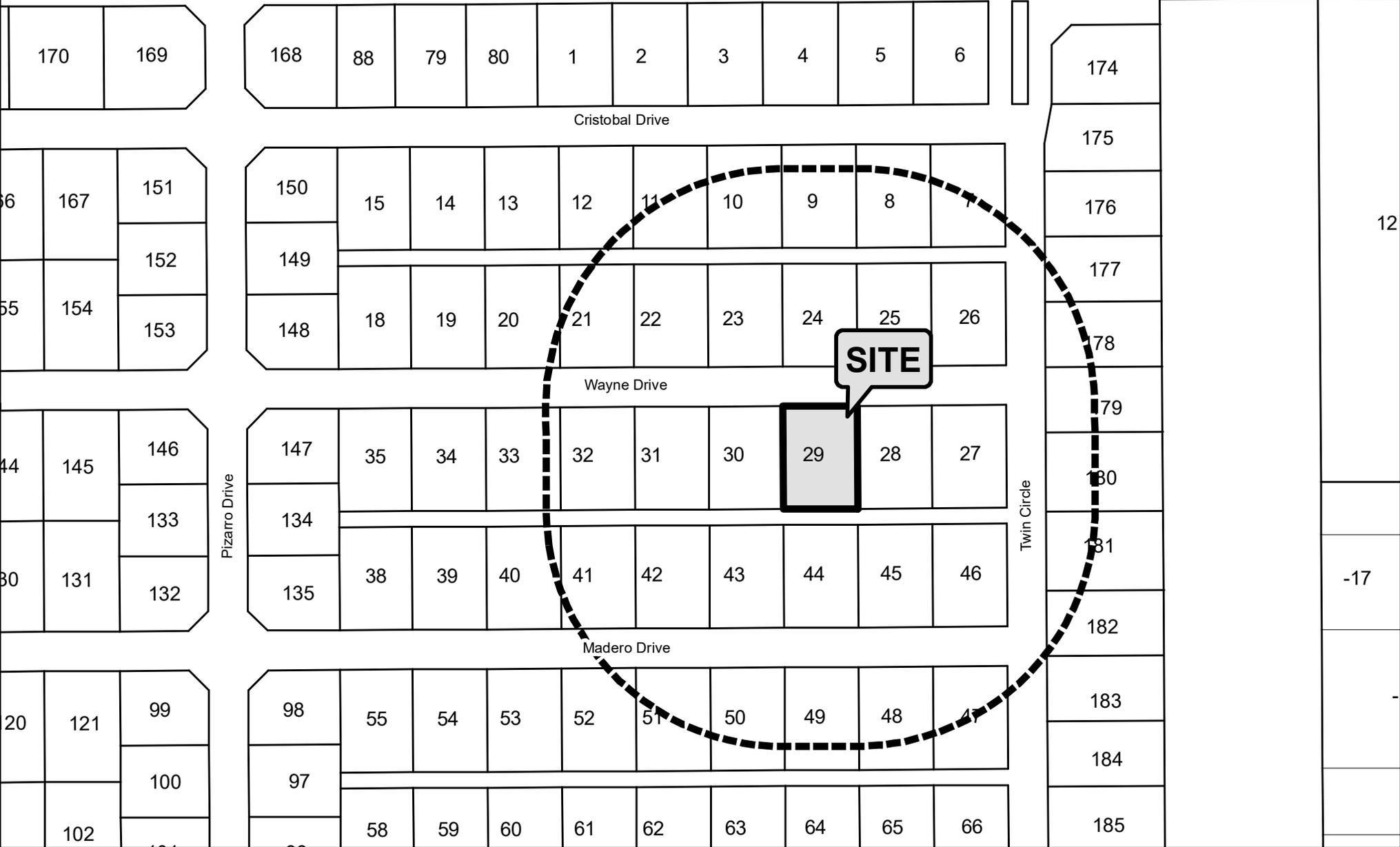
7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.
8. The applicant provides two (2) additional parking spaces for applicant's vehicles.
9. Renewals shall be reviewed as original applications for the first year after the original approval. Application for renewal shall be made thirty (30) days before permit expires on **September 2017**. A fifty dollar (\$50.00) fee is required for renewal.

Staff mailed forty (40) notices to neighboring residents within three-hundred (300) feet of the property being considered and received no comments in favor or against this request at the time of this report.

**ATTACHMENTS:** Site Map  
Aerial Map  
List of property owners receiving notice

**NOTICES MAILED:** September 02, 2016

Trenton Road

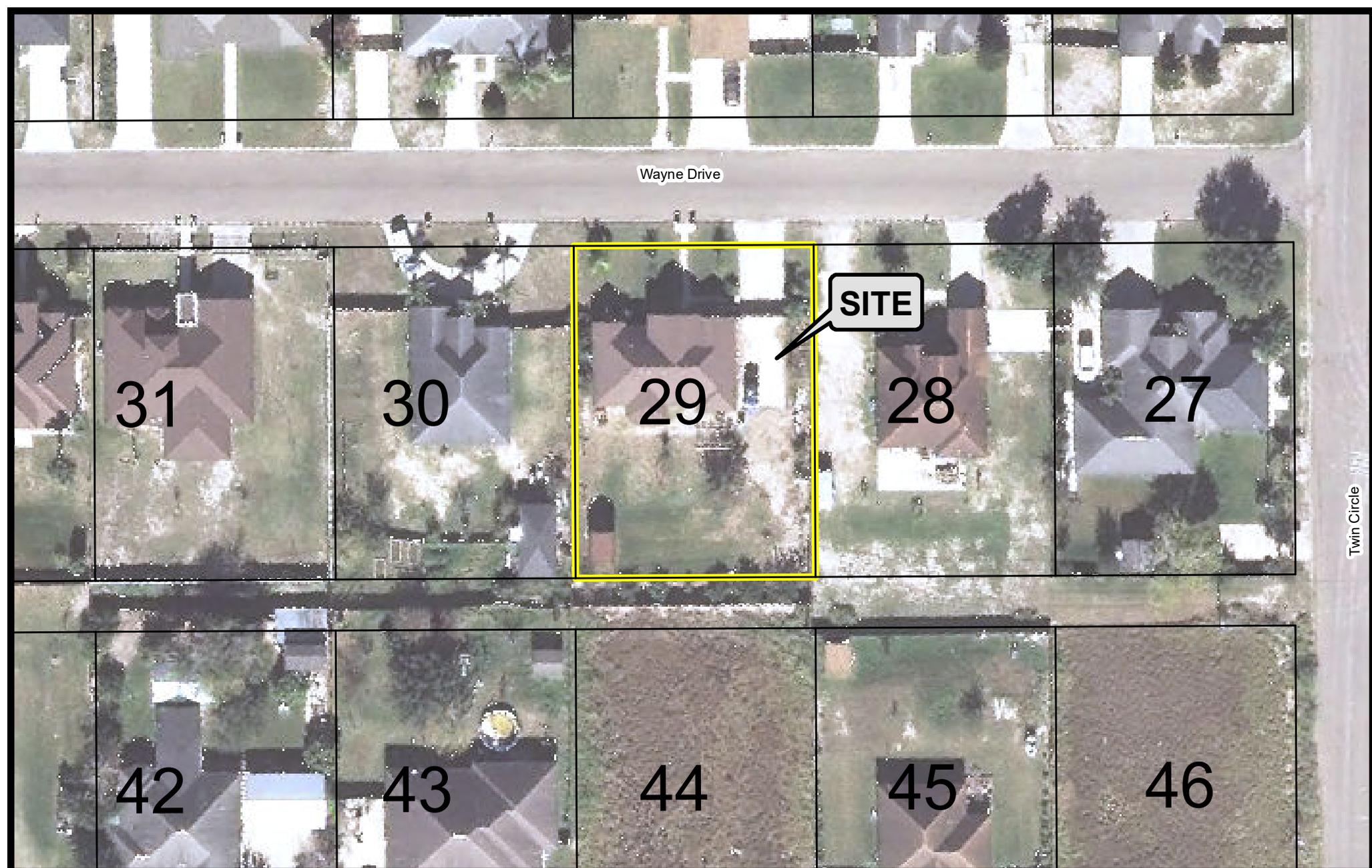


**Legend**

-  Site
-  300' Notification

CONSIDER THE SPECIAL USE PERMIT FOR  
 A LICENSED CHILD CARE HOME, BEING LOT 29,  
 TRENTON MANOR, LOCATED AT 1904 WAYNE STREET,  
 AS REQUESTED BY MARIA CARMEN PARAS.





**Legend**

 Site

CONSIDER THE SPECIAL USE PERMIT FOR  
A LICENSED CHILD CARE HOME, BEING LOT 29,  
TRENTON MANOR, LOCATED AT 1904 WAYNE STREET,  
AS REQUESTED BY MARIA CARMEN PARAS.





**CONSIDER THE SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME,  
BEING LOT 29, TRENTON MANOR, LOCATED AT 1904 WAYNE STREET, AS  
REQUESTED BY MARIA CARMEN PARAS.**

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PROP. ID. 307290  
AGUILAR FERNANDO  
1914 CRISTOBAL DR  
EDINBURG, TX. 78542-7169  
LEGAL: TRENTON MANOR LOT 8

PROP. ID. 644901  
ALVIDRES MARIO G & VERONICA S  
4326 TWIN CIR  
EDINBURG, TX. 78542-7114  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 177

PROP. ID. 307322  
AYALA SCARLET CUST  
JAYDEX PUENTE MINOR  
1903 MADERO DR  
EDINBURG, TX. 78542  
LEGAL: TRENTON MANOR LOT 44

PROP. ID. 307321  
CANNING KEVIN JOHN & EVA ALICIA  
1831 MADERO DR  
EDINBURG, TX. 78542-7112  
LEGAL: TRENTON MANOR LOT 43

PROP. ID. 307326  
CANTU LUIS L  
ELIZABETH GONZALEZ  
1912 MADERO DR  
EDINBURG, TX. 78542-7097  
LEGAL: TRENTON MANOR LOT 48

PROP. ID. 644907  
CHRIS RYAN HOMES & INVESTMENTS LLC  
22209 URESTI ST  
EDINBURG, TX. 78542-1119  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 183

PROP. ID. 307303  
CONTRERAS EDUARDO  
1825 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 23

PROP. ID. 307325  
DE LA PAZ JOSE LUIS & MARIA N

1920 MADERO DR  
EDINBURG, TX. 78542-7097  
LEGAL: TRENTON MANOR LOT 47

PROP. ID. 307324  
ECHARTEA LILEY  
805 W BUTLER ST  
PHARR, TX. 78577-2303  
LEGAL: TRENTON MANOR LOT 46

PROP. ID. 644903  
GARCIA CUITLAHUAC  
4412 TWIN CIR  
EDINBURG, TX. 78542-7115  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 179

PROP. ID. 307301  
GARCIA MARIO V & BLANCA L  
1809 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 21

PROP. ID. 307319  
GARCIA MELISSA  
521 BECKY LN  
EDINBURG, TX. 78541-9750  
LEGAL: TRENTON MANOR LOT 41

PROP. ID. 307312  
GARCIA REYNOL & CRISELDA  
1810 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 32

PROP. ID. 307328  
GARZA MONICA  
1832 MADERO DR  
EDINBURG, TX. 78542-7112  
LEGAL: TRENTON MANOR LOT 50

PROP. ID. 307310  
GARZA PEDRO & MARIA G  
1826 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 30

PROP. ID. 307302  
GONZALEZ MARCIA L  
1817 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 22

PROP. ID. 307330  
GONZALEZ PARTICIA M  
1816 MADERO DR  
EDINBURG, TX. 78542-7112  
LEGAL: TRENTON MANOR LOT 52

PROP. ID. 307313  
GUTIERREZ JUAN E & NINFA  
1802 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 33

PROP. ID. 644906  
LIMAS RUBEN & MARIA M  
4506 TWIN CIR  
EDINBURG, TX. 78542-3536  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 182

PROP. ID. 307311  
MADRIGAL BERNARDO JR  
1818 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 31

PROP. ID. 307292  
MARTINEZ DORA HILDA  
1617 VISTA CHULA ST  
EDINBURG, TX. 78539-6505  
LEGAL: TRENTON MANOR LOT 10

PROP. ID. 307289  
MARTINEZ MARIA ANTONIETA  
1922 CRISTOBAL DR  
EDINBURG, TX. 78542-7169  
LEGAL: TRENTON MANOR LOT 7

PROP. ID. 644904  
MARTINEZ VERONICA  
4420 TWIN CIRCLE  
EDINBURG, TX. 78542  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 180

PROP. ID. 307318  
MEDINA FRANCISCO JAVIER  
1807 MADERO DR  
EDINBURG, TX. 78542  
LEGAL: TRENTON MANOR LOT 40

PROP. ID. 644902  
MORENO NOE & LIZZETT M

4404 TWIN CIR  
EDINBURG, TX. 78542-7115  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 178

PROP. ID. 307309  
PARAS ADRIAN J & MARIA C  
1904 WAYNE DR  
EDINBURG, TX. 78542-5583  
LEGAL: TRENTON MANOR LOT 29

PROP. ID. 307327  
PEREZ IVAN RIOS & BRISEIDA SEHGAL  
3909 E MILE 17 RD  
EDINBURG, TX. 78542-1482  
LEGAL: TRENTON MANOR LOT 49

PROP. ID. 307306  
RAMIREZ ROLANDO  
1919 WAYNE DR  
EDINBURG, TX. 78542  
LEGAL: TRENTON MANOR LOT 26

PROP. ID. 307293  
RODRIGUEZ MANUEL & MARIA  
1820 CRISTOBAL DR  
EDINBURG, TX. 78542-5582  
LEGAL: TRENTON MANOR LOT 11

PROP. ID. 307323  
ROJAS OSCAR & NANCY G  
1911 MADERO DR LOT 45  
EDINBURG, TX. 78542-7097  
LEGAL: TRENTON MANOR LOT 45

PROP. ID. 307307  
SAENZ ROBERTO J & ERICA J  
1920 WAYNE DR  
EDINBURG, TX. 78542-5583  
LEGAL: TRENTON MANOR LOT 27

PROP. ID. 644905  
SALINAS MANUEL JR  
5107 PALM CIRCLE DR  
EDINBURG, TX. 78542-7910  
LEGAL: TRENTON MANOR UT 2 PH 3 LOT 181

PROP. ID. 307291  
SALINAS MIGUEL A & FLOR E  
1906 CRISTOBAL DR  
EDINBURG, TX. 78542-7169  
LEGAL: TRENTON MANOR LOT 9

PROP. ID. 307329  
SANCHEZ MONICA  
818 S 19 1/2 ST  
MCALLEN, TX. 78501-7279  
LEGAL: TRENTON MANOR LOT 51

PROP. ID. 307300  
SARMIENTO JOSE A & NIEVES VILLA  
1801 WAYNE DR  
EDINBURG, TX. 78542-5558  
LEGAL: TRENTON MANOR LOT 20

PROP. ID. 307308  
SOTO BERNARDO & BENIGNA O  
1912 WAYNE DR  
EDINBURG, TX. 78542-5583  
LEGAL: TRENTON MANOR LOT 28

PROP. ID. 307294  
VASQUEZ REYNALDO  
1422 E ROJAS ST  
EDINBURG, TX. 78542-2049  
LEGAL: TRENTON MANOR LOT 12

PROP. ID. 307320  
VILLALPANDO GUADALUPE  
1823 MADERO DR  
EDINBURG, TX. 78542-7112  
LEGAL: TRENTON MANOR LOT 42

PROP. ID. 307305  
VILLARREAL MARIA I  
1911 WAYNE DR  
EDINBURG, TX. 78542-5583  
LEGAL: TRENTON MANOR LOT 25

PROP. ID. 307304  
ZAMBRANO JUAN & JOANN  
1903 WAYNE DR  
EDINBURG, TX. 78542-5583  
LEGAL: TRENTON MANOR LOT 24

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME; PROVIDES CARE FOR NO MORE THAN SIX (6) CHILDREN FROM BIRTH THROUGH THIRTEEN (13) YEARS PLUS SIX (6) ADDITIONAL AFTER SCHOOL CHILDREN, THE TOTAL NUMBER OF CHILDREN MUST NOT EXCEED TWELVE (12) AT ANY GIVEN TIME, FOR LOT 29, TRENTON MANOR SUBDIVISION, LOCATED AT 1904 WAYNE STREET, AS PROVIDED IN ARTICLE 2; SECTION 2.413 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, 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**, Maria Carmen Paras has applied for a Special Use Permit under Article 2; Section 2.413 of the Unified Development Code of the City of Edinburg for a Child Care Home (Licensed Child Care Home; provides care for no more than six (6) children from birth through thirteen (13) years plus six (6) additional after school children, the total number of children must not exceed twelve (12) at any given time; and

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

**WHEREAS**, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the granting of a Special Use Permit for the said property; and

**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 the Renewal of a Special Use Permit under Article 2.413 of the Unified Development Code of the City of Edinburg, Texas, be granted to Maria D. Salamanca for a Licensed Child Care Home, for Lot 29, Trenton Manor Subdivision, located at 1904 Wayne Street, subject to the following conditions:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.
2. The Registered Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.
3. No more than one non-related person who does not reside on the premises shall be employed.
4. A sign advertising the Child Care Home shall not exceed four (4) square feet in size. **Lighted or portable signs shall be prohibited at this location.**
5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.
6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Licensed Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Licensed Child Care Home.
7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.
8. The applicant provides two (2) additional parking spaces for applicant's vehicles.
9. Renewals shall be reviewed as original applications for the first year after the original approval. An application to renew the special use permit shall be made thirty (30) days before the permit expires. Permit renewal must be made on or by **September 3, 2017**. A fifty dollar (\$50.00) fee is required for renewal.

**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 4th day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

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

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

JRS/rlg-ordinances/maria Carmen Paras-licensed child care-10-4-16

# ORDINANCES

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Fees for University Draft House “Beer Fest”, to be Held Saturday, October 15, 2016, at the Edinburg City Hall Courtyard, Located at 415 West University Dr., as Requested by The Edinburg Arts Foundation, and The Edinburg Chamber of Commerce. [Jesus R. Saenz, Director of Planning and Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The applicant is requesting a Temporary Special Use Permit for The University Draft House “Beer Fest” to be held Saturday, October 15, 2016. The event will start at 6:30 p.m. and end at approximately 10:30 p.m. This event will be held at the Edinburg City Hall Courtyard, 415 West University Dr. The University Draft House “Beer Fest” encompasses an array of beer sampling from different places of the world in which the audience will have access to taste different and unique types of beers.

The applicant is requesting a waiver of all fees associated with this event. The proceeds from the University Draft House “Beer Fest” will go to the City of Edinburg Arts Foundation and the City of Edinburg Chamber of Commerce.

**RECOMMENDATION:**

Staff recommends approval of the Temporary Special Use Permit for The University Draft House “Beer Fest”. Waiver of fees for this event is subject to City Council approval.

**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 – 10/04/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the University Draft House “Beer Fest”

**APPLICANT:** Edinburg Arts Foundation/Edinburg Chamber of Commerce

**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:** University Draft House Beer Fest

**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 for the University Draft House “Beer Fest”. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
UNIVERSITY DRAFT HOUSE BEER FEST**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff's evaluation and conditions for approval of this application. The University Draft House Beer Fest consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 15, 2016 – 6:30 p.m. to 10:30 p.m.  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from 415 West University Dr. (State Highway 107).
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.
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 speeches.
7. **Site Restoration:** City Staff and Event Volunteers 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 Beer Fest will occur on City Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.
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:** Letter of Request

# University Draft House BeerFest

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University Draft House BeerFest is a fundraising event benefiting the renovation of Edinburg’s historical buildings. Benefiting projects include the restoration and upkeep of the historic Edinburg Depot (Edinburg Chamber of Commerce) and the proposed Cultural Arts Center in Edinburg.

50% of proceeds will go to the Edinburg Chamber of Commerce and the other 50% will go to the Edinburg Arts Foundation. All income, ticket sales and sponsorships are being managed by the Edinburg Chamber of Commerce directly, all auction item donations are being handled and housed by the Edinburg Arts Foundation. No monies are being handled by the University Draft House; University Draft House is providing marketing, food from various restaurants, and all the beer and wine for the festival.

At this time we are respectfully requesting the use of the City Hall Courtyard and all required City equipment and staff to ensure the success of this altruistic fundraiser that will benefit the a fore mentioned historical down town buildings.

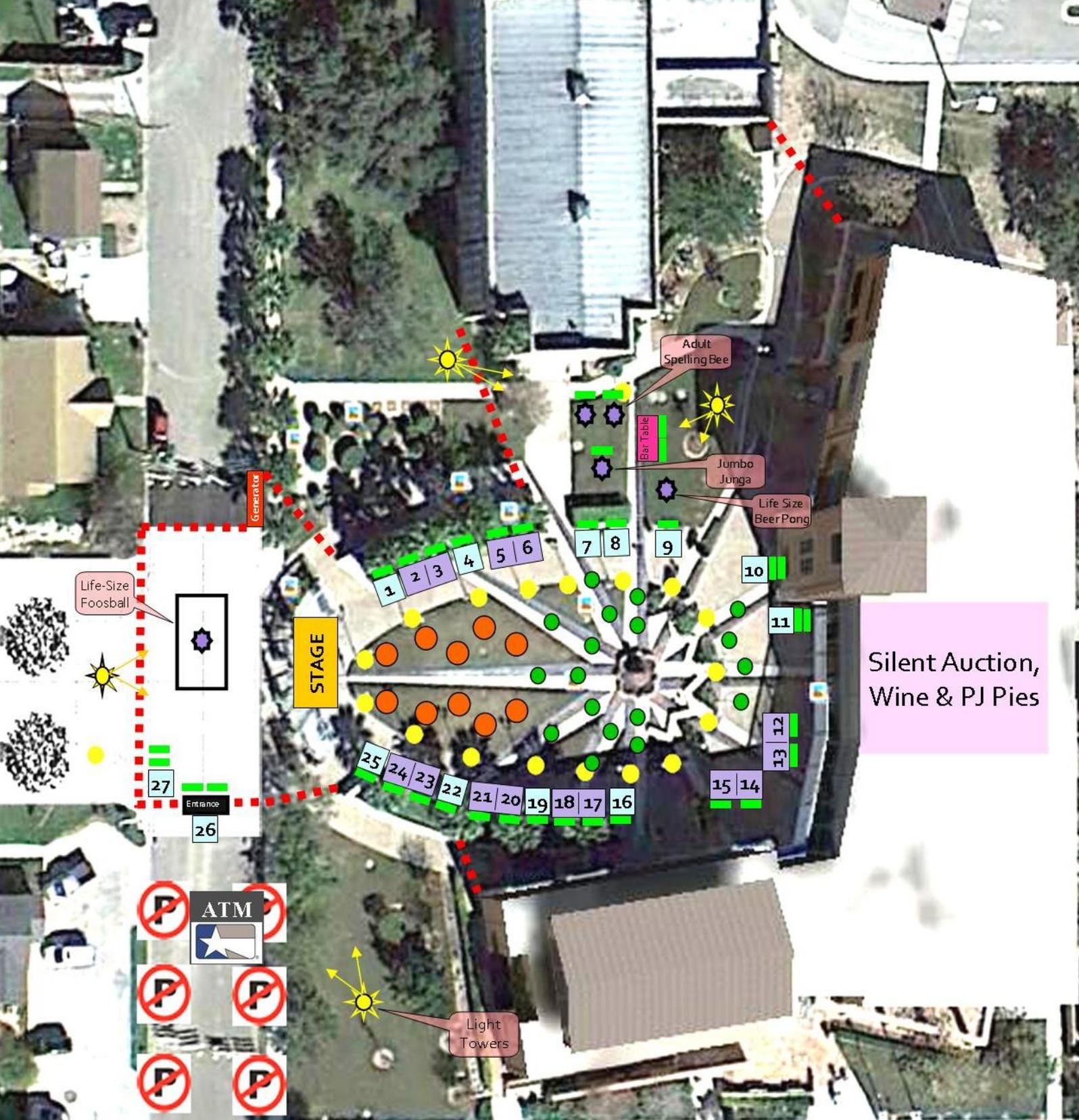
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University Draft House BeerFest is from 6:30 p.m. – 10:30 p.m. on October 15<sup>th</sup>, or October 22<sup>nd</sup>, pending Baloonapalooza festival date approval.

Blackboard Auction commences at 6:30 p.m. and starts closing starting at 8:30 p.m. in phases; there are 6 black board tables inside the Edinburg City Hall Lobby.

Live Auction will take place at 9:00 p.m. outdoors; live music and entertainment will take place before and after Live Auction. Live auction and music will take place on stage by the City Hall Courtyard Archway.

The partner organizations are asking for waiver of all fees related to the Festival. The City of Edinburg will be listed as additional insured on the event insurance.



Silent Auction,  
Wine & PJ Pies

STAGE

Adult Spelling Bee

Bar Table

Jumbo Junga

Life Size Beer Pong

Life-Size Foosball

Generator

Entrance

Light Towers

Main Entrance

- 10x10
- 10x20
- Round Tables
- Cocktail Tables
- Games
- Tables

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
10. Information Booth
11. Cashier
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
26. Entrance
27. Parting Gifts

**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 4<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Edinburg Arts Foundation / Edinburg Chamber of Commerce, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Edinburg Arts Foundation / Edinburg Chamber of Commerce, 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 October 4, 2016 for the University Draft House Beer Fest to be held on Saturday, October 15, 2016, from 6:00 p.m. – 10:30 p.m. at the Edinburg City Hall Courtyard (415 West University Dr.), Edinburg, Hidalgo County, Texas. Edinburg Arts Foundation / Edinburg Chamber of Commerce 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 October 4, 2016, for the University Draft House Beer Fest to be held on Saturday October 15, 2016 from 6:00 p.m. – 10:30 p.m. at the Edinburg City Hall Courtyard (415 West University Dr.) Hidalgo County, Texas.

**EXECUTED** this the 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

BY: \_\_\_\_\_  
Richard M. Hinojosa., City Manager

**APPROVED AS TO FORM**

PALACIOS, GARZA & THOMPSON, P.C.

**Indemnitor; University Draft House Beer Fest**

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

BY: \_\_\_\_\_  
Edinburg Arts Foundation  
Edinburg Chamber of Commerce

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

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE UNIVERSITY DRAFT HOUSE BEER FEST AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 15, 2016, LOCATED AT THE EDINBURG CITY HALL COURTYARD, LOCATED AT 415 WEST UNIVERSITY DRIVE), AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, University Draft House 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 University Draft House Beer Fest and Waiver of Application Fee to be held on Saturday, October 15, 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 Edinburg Arts Foundation / Edinburg Chamber of Commerce for the University Draft House Beer Fest and Waiver of Application Fee to be held at the Edinburg City Hall Courtyard, located at 415 West University Dr., with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 15, 2016 from 6:00 p.m. to 10:30 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 415 West University Dr.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event if necessary.
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 speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The Beer Fest will occur on City Property and will not impede traffic or cause disturbance for vehicular traffic. A Hold Harmless Agreement will be signed and provided by the Organizers of the event.
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.
11. The special use permit may be revoked by City Council for any violations of City and TABC regulations.

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA, & THOMPSON, P.C.

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

JRS/rlg-ordinances/sup-Univeristy Draft House beer fest – 10/4/16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “Step up for Down Syndrome Awareness Walk” to be held Saturday, October 29, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Deborah Tomai. [Jesus Saenz, Director of Planning and Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

Ms. Deborah Tomai is requesting a Temporary Special Use Permit for the “Step Up For Down Syndrome Awareness Walk” on the date specified above to be held at 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:**

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and Waiver of Application Fee for the “Step Up For Down Syndrome Awareness Walk” to be held Saturday, October 29, 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. If approved, the applicant will need to comply with all City requirements for this event.

**REVIEWED BY:**

**PREPARED BY:**

Â Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /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 – 10/04/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the “Step Up For Down Syndrome Awareness Walk”

**APPLICANT:** Deborah Tomai

**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:** Awareness Walk

**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 “Step up for Down Syndrome Awareness Walk” in Edinburg”. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
“STEP UP FOR DOWN SYNDROME AWARENESS WALK”**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff’s evaluation and conditions for approval of this application. The Step Up for Down Syndrome Awareness Walk in Edinburg consists of a one (1) day event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 29, 2016 – 6:00 a.m. to 3:00 p.m. (Awareness Walk)  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide twenty 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 speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**ATTACHMENTS:** Aerial Photo  
Hold Harmless Agreement  
Ordinance



August 2016

Dear Edinburg City Council,

Thank you for supporting the Rio Grande Valley Down Syndrome Association's Step UP for Down Syndrome Awareness Walks!

Since 2013, **more than 6000 people** have participated in the annual Step UP for Down Syndrome Awareness Walk at the Edinburg Municipal Park **to celebrate** the abilities and accomplishments of **people with Down syndrome** throughout the Rio Grande Valley. Every year, the Parks and Recreation staff have been incredibly helpful, and we appreciated that City Council members have issued proclamations and attended the event. **The Walk would NOT have been possible without your support.**

**Would the City of Edinburg be willing to waive fees for the Walk this year?** We will recognize the City as a sponsor on promotional materials – posters, Tshirts, etc.

We are hoping to use both pavilions at Edinburg Municipal Park on Saturday, October 29, 2016. We will have many of the same events – bounce houses, food, the fire department and sheriff's office, plus additional activities for families. Our goal is that 3000 people will participate this year.

Funds raised at the event support RGVDSA.

#### **Our Core Programs**

- New parent support
- Educational seminars
- Family special events
- Educational lending library
- Playgroups promoting social development
- Website

RGVDSA is a registered 501(c)3 organization.

Thank you for considering this request. If you have any questions, I can be reached at 808-753-1598 (cell) or [info@rgvdsa.org](mailto:info@rgvdsa.org). Please also visit [www.rgvdsa.org](http://www.rgvdsa.org) for more information on our organization.

With deepest appreciation,

Deborah Tomai  
President



**Legend**  
 City Limits

**STEP UP FOR DOWN SYNDROME**

**STATE OF TEXAS**

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**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 4<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and RGV Down Syndrome Association, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

RGV Down Syndrome Association, 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 October 4, 2016 for the “Step Up for Down Syndrome Awareness Walk” to be held on Saturday, October 29, 2016, from 9:00 a.m. – 12:00 p.m. 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. RGV Down Syndrome Association shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a temporary special use permit on October 4, 2016, for the “Step Up for Down Syndrome Awareness Walk” to be held on Saturday, October 29, 2016 from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 4<sup>th</sup> day of October, 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: \_\_\_\_\_

Deborah Tomai

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

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “STEP UP FOR DOWN SYNDROME AWARENESS WALK” AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 29, 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, 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**, Deborah Tomai has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for “Step up for Down Syndrome Awareness Walk” and Waiver of Application Fee to be held on Saturday, October 29, 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 Deborah Tomai for the “Step up for Down Syndrome Awareness Walk” and Waiver of Application Fee to be held 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, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 29, 2016 from 8:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center Parking Lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container 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 speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division 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** 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 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA, & THOMPSON, P.C.

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

JRS/rlg-ordinances/sup-<sup>6</sup>step up for down syndrome awareness walk<sup>2</sup>- 10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Providing for a Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to be held Saturday, October 22, 2016, Being the South Half of Lot 11, Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Pamela Jaramillo. [Jesus Saenz, Director of Planning and Zoning]

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**STAFF COMMENTS AND RECOMMENDATION:**

Ms. Pamela Jaramillo is requesting a Temporary Special Use Permit for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) on the date specified above to be held at 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:**

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” to be held Saturday, October 22, 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. If approved, the applicant will need to comply with all City requirements for this event.

**REVIEWED BY:**

**PREPARED BY:**

Â Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

Â /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 – 10/04/16**  
**DATE PREPARED – 09/22/16**

**STAFF REPORT**  
**GENERAL INFORMATION**

**APPLICATION:** Temporary Special Use Permit and Waiver of Application Fee for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg)

**APPLICANT:** Pamela Jaramillo

**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:** 5K Color Run

**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 “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg). A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT  
"1<sup>ST</sup> ANNUAL 5K COLOR RUN"**

**EVALUATION AND CONDITIONS FOR APPROVAL**

The following is the staff's evaluation and conditions for approval of this application. The "1<sup>st</sup> Annual 5K Color Run" in Edinburg consists of a one (1) day event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:  
Saturday – October 22, 2016 – 7:00 a.m. to 1:00 p.m.  
**The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center parking lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide twenty 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 speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

**ATTACHMENTS:** Aerial Photo  
Hold Harmless Agreement  
Ordinance



To: City of Edinburg  
415 W. University Dr.  
Edinburg, TX 78539  
(956) 388-8204

From: IDEA Academy Edinburg  
Nora E. Perez, Principal  
2753 Roegiers Rd.  
Edinburg, TX 78541  
(956) 287-6100

IDEA Academy Edinburg will be hosting their 1<sup>st</sup> Annual 5K Color Run on Saturday, October 22, 2016. We are asking local businesses and families if they would be interested in supporting this event. In return for their sponsorship, their names will be included on our shirts and our school newsletter. With the funds we raise, we are planning to enhance our student's playground, install projectors, and network each classroom to make learning more interactive.

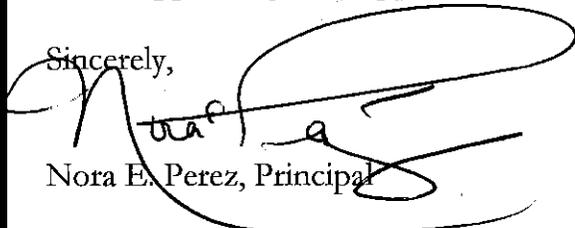
IDEA Public Schools believes that each and every child can go to college. Since 2001, IDEA Public Schools has grown from a small school with 150 students to the fast-growing network of tuition-free, Pre-K-12 public charter schools in the United States.

IDEA was recently named America's Best Charter School Network and boasts national rankings on *The Washington Post* and *U.S. News and World Report's* top high schools lists. IDEA serves nearly 30,000 college-bound students in 51 schools across three Texas regions and is on-track to maintain its legacy of sending 100% of its graduates to college. We are a 501 (c)(3) nonprofit organization that thrives on the engagement of our alumni and community members as well as the financial support of individual donors, foundations, and friends of IDEA.

We would greatly appreciate if the City of Edinburg would support us in allowing the fees to be waived. The fees that we are needing to be waived are for the Special Use Permit & for the rental of the park. All proceeds that will be raised during this fundraiser will be going to our students.

Your support is greatly appreciated.

Sincerely,

  
Nora E. Perez, Principal

# Untitled Map

Write a description for your map.

## Legend

 EDINBURG



Google earth

© 2016 Google

© 2016 INEGI

Page 124



1000 ft

**STATE OF TEXAS**

§

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO**

§

**CITY OF EDINBURG**

This agreement is entered into this 4<sup>th</sup> day of October, 2016, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Pamela Jaramillo, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Pamela Jaramillo , 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 October 4, 2016 for the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg) to be held on Saturday, October 22, 2016, from 9:00 a.m. – 12:00 p.m. 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. Pamela Jaramillo 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 October 4, 2016, for the the “1<sup>st</sup> Annual 5K Color Run” (IDEA Academy Edinburg to be held on Saturday, October 22, 2016 from 9:00 a.m. – 12:00 p.m. at the Edinburg Municipal Park, located at 714 South Raul Longoria Road, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

**APPROVED AS TO FORM**

PALACIOS, GARZA & THOMPSON, P.C.

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

Richard M. Hinojosa, City Manager

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

**Indemnitor** “1<sup>st</sup> Annual 5K Color Run”  
(IDEA Academy Edinburg)

City Attorney

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

Pamela Jaramillo

(ORDINANCE NO. \_\_\_\_\_)

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “1<sup>ST</sup> ANNUAL 5K COLOR RUN” (EDINBURG IDEA ACADEMY) AND WAIVER OF APPLICATION FEE, TO BE HELD SATURDAY, OCTOBER 22, 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, 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**, Pamela Jaramillo 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 “1<sup>st</sup> Annual 5K Color Run” (Edinburg Idea Academy) and Waiver of Application Fee to be held on Saturday, October 22, 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 Pamela Jaramillo for the “1<sup>st</sup> Annual 5K Color Run” (Edinburg Idea Academy) and Waiver of Application Fee to be held 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, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 22, 2016 from 8:00 a.m. to 12:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from Doolittle Road. No parking will be allowed at the World Birding Center Parking Lot.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off container 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 speeches.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division 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** 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 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

PALACIOS, GARZA, & THOMPSON, P.C.

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

JRS/rlg-ordinances/sup-“5k color run”- 10-4-16

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Christina Flores, Director of Human Resources/Civil Service Director]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Police Officers in said department.

As reflected in approved budget for FY2016-2017, the authorized strength is being amended as follows:

- Increase the number of Police Officer positions from 118 to 126.
- Increase the number of Sergeant positions from 17 to 18.

EXHIBIT “A” of said ordinance will be updated to read as follows:

RANKS	POSITIONS
Police Officer	126
Police Officer 1 (Non-certified)	
Police Officer 1 (Certified)	
Police Officer 2 (After 1-Year Probationary Period)	
Sergeant	18
Lieutenant	6
Assistant Chief	2
Total Authorized Strength	152

Attachment: Ordinance

**RECOMMENDATION:**

Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

Â

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /s/Christina Flores  
Christina Flores  
Director of Human  
Resources

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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

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

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

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

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

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

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG POLICE OFFICERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens; and,

**WHEREAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid police officers in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

**SECTION II:** The number of authorized persons for the classifications of members of the police department is as set forth in the attached Exhibit “A”. The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Police Department may have a lesser number of employees in such classification depending on the ability of the Police Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

Palacios Garza & Thompson

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

EXHIBIT "A" TO ORDINANCE NO. \_\_\_\_\_  
POLICE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>
Police Officer	126
Police Officer 1 (Non-certified)	
Police Officer 1 (Certified)	
Police Officer 2 (After 1-Year Probationary Period)	
Sergeant	18
Lieutenant	6
Assistant Chiefs	2
Total Authorized Strength	152

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Christina Flores, Director of Human Resources/Civil Service Director]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid firefighters in said department.

As reflected in approved budget for FY2016-2017, the authorized strength is being amended as follows:

- Increase the number of Firefighter positions from 15 to 27.

EXHIBIT “A” of said ordinance will be updated to read as follows:

RANKS	POSITIONS
Firefighter	27
Driver/Apparatus Engineer	6
Lieutenant	10
Captain	1
Deputy Chief	4
Total Authorized Strength	48

Attachment: Ordinance

**RECOMMENDATION:**

Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters.

**REVIEWED BY:**

**PREPARED BY:**

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Christina Flores  
Christina Flores  
Director of Human  
Resources

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
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\_\_\_\_\_

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

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

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

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

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

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

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG FIREFIGHTERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens; and,

**WHEREAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid firefighters in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

**SECTION II:** The number of authorized persons for the classifications of members of the fire department is as set forth in the attached Exhibit “A”. The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Fire Department may have a lesser number of employees in such classification depending on the ability of the Fire Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

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

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

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

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

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

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4<sup>th</sup> day of October, 2016.

**CITY OF EDINBURG**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

Palacios Garza & Thompson

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

EXHIBIT "A" TO ORDINANCE NO. \_\_\_\_\_  
FIRE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>
Firefighter	27
Driver/Apparatus Engineer	6
Lieutenant	10
Captain	1
Deputy Chief	4
Total Authorized Strength	48

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97, Parks and Recreation, Section 97.87, Recreation Sport Programs and Recreation Family Leisure Programs Fees. [Joe Filoteo, Director of Parks and Recreation]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The purpose of this Ordinance is to amend Chapter 97 Parks and Recreation Fees and Rental of Public Facilities as follows:

- Section 97.87 is being amended to reduce the Adult Softball Class E Team 18 and over from a rate of \$350.00 to a rate of \$250.00.
- Section 97.97 is being amended to reduce the Adult Softball Co-Ed Team 18 and over from a rate of \$350.00 to a rate of \$250.00
- Section 97.97 is being amended to reduce the Adult Softball Class D Team 18 and over from a rate of \$350.00 to a rate of \$250.00

**RECOMMENDATION:**

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title IX, General Regulations, Chapter 97 Parks and Recreation, Section 97.87 Recreation Sport Programs and Recreation Family Leisure Programs Fees.

**REVIEWED BY:**

**PREPARED BY:**

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
City Attorney

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_

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

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

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

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

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

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

**AN ORDINANCE OF THE CITY OF EDINBURG, TEXAS, AMENDING THE CODE OF ORDINANCES AT TITLE IX-GENERAL REGULATIONS, CHAPTER 97 PARKS AND RECREATION, §97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LIESURE PROGRAMS FEES, SUBSECTION (A) RECREATION SPORTS PROGRAMS, BY REDUCING THE FEES FOR ADULT SOFTBALL TEAM FROM \$350 TO \$250; PROVIDING FOR WAIVER OF THREE SEPARATE READINGS; CONTAINING A REPEALER CLAUSE; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, it is deemed necessary to reduce the adult softball team 18 and over fees from \$350.00 to \$250.00.

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

**SECTION I. AUTHORITY OF LAW.** The City Council specifically finds that all requirements of law have been met in the passing of this Ordinance.

**SECTION II.** The CODE OF ORDINANCES of the City of Edinburg, TITLE IX-GENERAL REGULATIONS, CHAPTER 97 PARKS AND RECREATION, §97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LEISURE PROGRAM FEES, Subsection A. titled Recreation Sports Programs, for adult softball teams ages 18 and over is hereby amended and shall read as follows:

**§ 97.87 RECREATION SPORT PROGRAMS AND RECREATION FAMILY LEISURE PROGRAMS FEES.**

**(A) *Recreation sports programs.***

<b>Sport Youth and Adult Program</b>	<b>Ages</b>	<b>Fees</b>
Adult softball class E team	18 and over	\$250
Adult softball co-ed team	18 and over	\$250
Adult softball class D team	18 and over	\$250

**SECTION III. WAIVER.** The requirement of three (3) separate readings of this Ordinance is hereby dispensed with by a vote not less than a majority of all the members of the City Council.

**SECTION IV. REPEALER CLAUSE.** This Ordinance shall be cumulative of all other ordinances dealing with the same subject any provision of any ordinance in direct conflict with any provision of the 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 V. SEVERABILITY 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 the 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 VI. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall be published immediately and take effect upon its passage according to law

**SECTION VII. CODIFICATION.** The provisions of Section II of this Ordinance shall be published in the CODE OF ORDINANCES of the City of Edinburg, Texas, as soon as practicable.

**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 Ann, Government Code, Section 551.041, on the 4<sup>th</sup> day of October, 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

# VARIANCE

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for Lakewood Apartments Subdivision, a 1.47 Acre Tract of Land out of Lot 10, Section 244, Texas Mexican Railway Company Survey, Located on the South Side of Rogers Road between Closner Blvd (US Bus 281) and I69C, as Requested by AGES Engineering and Services. [Jesus R. Saenz, Director of Planning & Zoning]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

AGES Engineering Services, the project engineering firm for Lakewood Apartments Subdivision, has requested a Variance to the City's Unified Development Code for Article 7 – Plat and Site Plan Design, Division 7.400 Subdivision Development and Design (Street Improvements). Lakewood Apartments Subdivision is Zoned Auto Urban Residential. The pavement section for Rogers Road will require an additional pavement section of seventeen and one half (17.5)-feet.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

**A Variance Request: on consideration of a waiver or reduction on the widening portion of Rogers Road.**

This Variance was previously presented to the Planning and Zoning Commission on April 14, 2015 and the City Council on May 5, 2015. This item was denied by both the Planning and Zoning Commission and the City Council. According to the Unified Development Code an applicant may request a Variance previously denied by the City Council after a period of 12 months from the date it was denied.

Staff recommends said development comply with the UDC Article 7 requirements on the widening of Rogers Road. In lieu of widening the street, the developer will be required to escrow funds to be used on a future road widening project of Rogers Road.

The Planning & Zoning Commission recommended with a vote of 5-0 to deny the Variance Request.

**RECOMMENDATION:**

Staff's recommendation: Denial of this variance request



244

STONECREST

Sandstone

Stonecrest

Milestone

Stoneview

Stonehill

Keystone

Rogers

Business Highway 281

T2100-00-244-0010-

T2100-00-244-0

LOT 5B



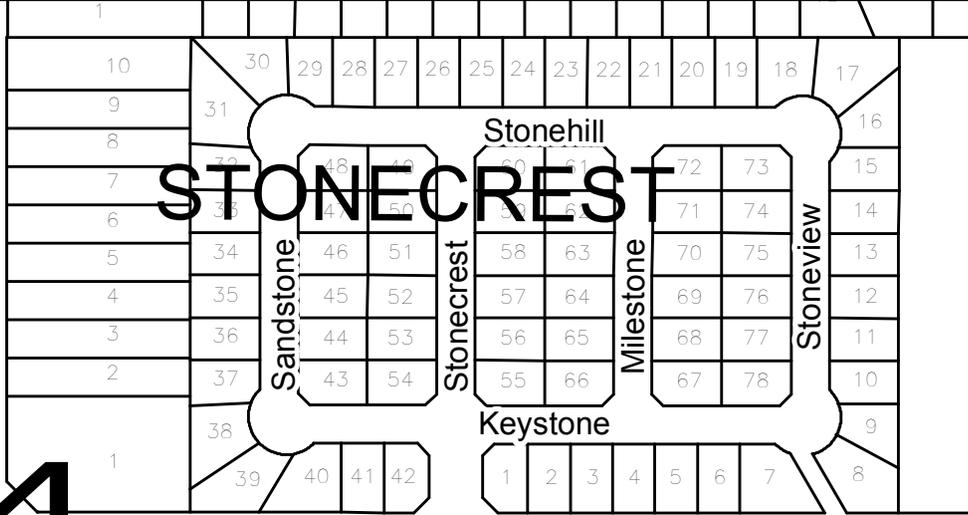
LAKWOOD SUBD.



244

Business Highway 281

STONECREST



Rogers

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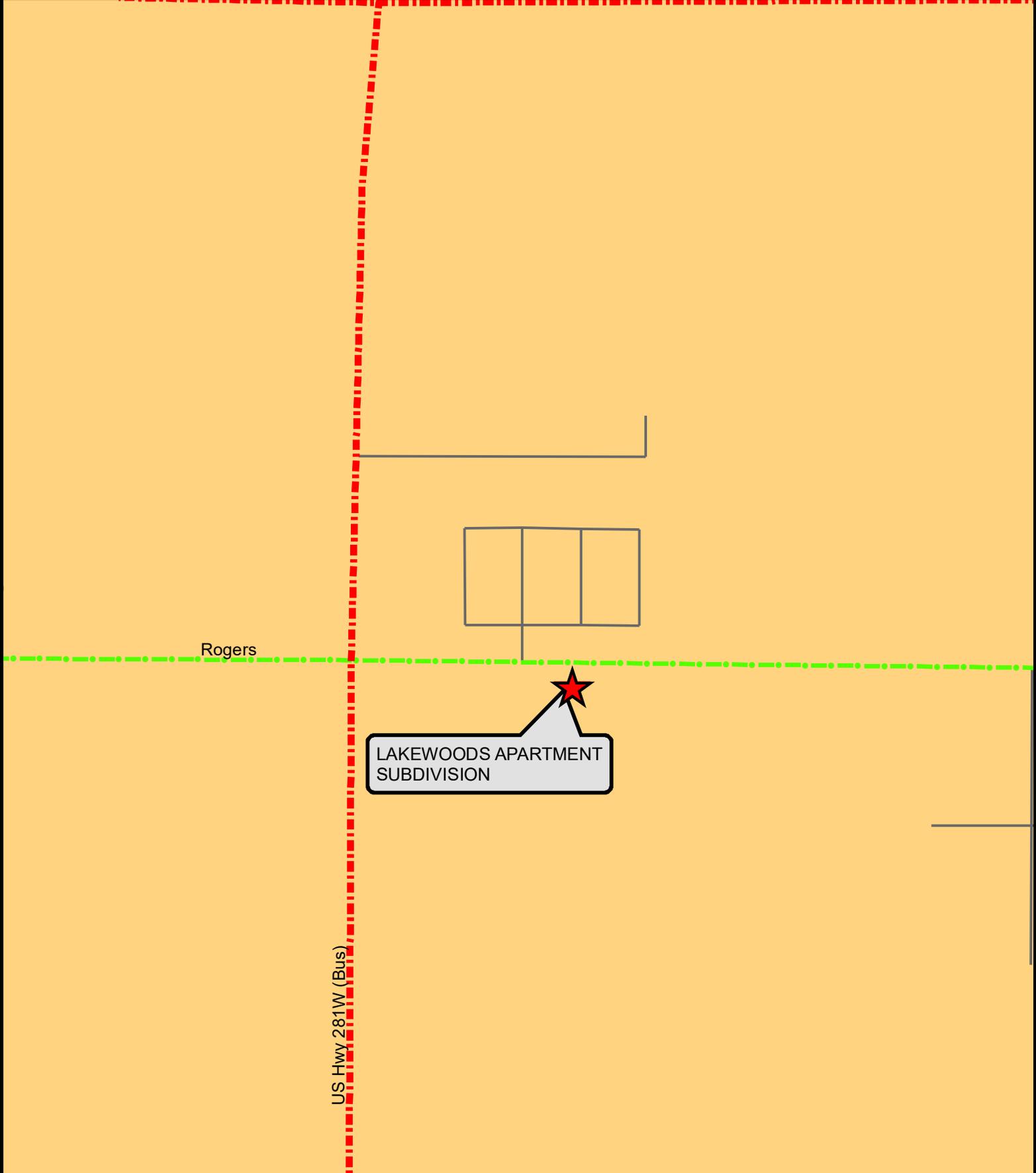
LAKWOOD SUBD.











# CITY THOROUGHFARE FARE PLAN

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

Edinburg Gateway Plan  
An Agenda For 2025

*Page 151*

1 inch = 500 feet

# **AWARDING OF BIDS**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize the City Manager to Enter into Agreements Relating Thereto. [David White, Chief of Police]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

On Monday July, 18, 2016 bids were opened for Bid No. 2016-93, Car Wash Services. Two (2) bids were received and opened. The first bid was from 107 Monster Car Wash LLC, for interior and exterior car washing services. The second bid was from Blue Wave Express LLC, for exterior only car wash services. After review and tabulation, staff recommends awarding Item #1 to Blue Wave Express, LLC for the exterior car wash service only and Item #2 to 107 Monster Car Wash LLC, for the complete car wash services.

The bid involves the car wash services of approximately 575 interior and exterior washes, and approximately 1,800 exterior only washes. Staff notes the bid is being awarded based on the unit price, valid through September 30, 2017 and quantities are only an estimate subject to increase or decrease. Both entities have also agreed to extend these unit prices to all City vehicles.

Funding for the car wash services is available within each Department's Fiscal Year 2016-2017 budget. Staff has verified that 107 Monster Car Wash, LLC and Blue Wave Express, LLC have no outstanding debts with the City. The police department has done business with 107 Monster Car Wash, LLC and Blue Wave Express, LLC. Past experiences with both vendors have been favorable.

**RECOMMENDATION:**

Approve Awarding Bid No. 2016-93, Car Wash Services for Item #1 to Blue Wave Express, LLC for their Unit Price of \$3.00 for Exterior Services Only and Item #2 to 107 Monster Car Wash, LLC for their Unit Price of \$20.00 for Full Car Wash (Interior & Exterior) Services, and Authorize City Manager to Enter into Agreements Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Lt. Octavio Reyes

Â  
/s/ Ricardo Palacios by CP  
\_\_\_\_\_  
Ricardo Palacios  
CityAttorney

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

/s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

/s/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



STATE OF TEXAS § Service Agreement between the City of  
COUNTY OF HIDALGO § Edinburg and Blue Wave Express, LLC for  
CITY OF EDINBURG § Bid 2016-93, Car Wash Services.

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called "City") and Blue Wave Express LLC., (hereinafter called "Contractor"), are the parties to this Agreement.

### RECITALS

**WHEREAS**, the City of Edinburg has authorized staff to request car wash services for the Edinburg Police Department marked and unmarked units for the remaining fiscal year ending September 30, 2017; and,

**WHEREAS**, the Contractor has the professional knowledge and abilities to undertake the study, evaluation, analysis, and make recommendations for the services being sought by the City; and,

**WHEREAS**, the City desires to engage the Contractor to render services in connection therewith.

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

### SECTION I EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to furnish and provide the services, as stated in this agreement and **Exhibit "A"**. Upon receipt of such satisfactory services, the City agrees to pay Contractor as stated in this agreement and "**Exhibit "A"**".

### SECTION II BASIC SERVICES OF CONTRACTOR

The Contractor shall, in the scope of his work, perform the Scope of Services (herein called "Project") as specifically identified in **Exhibit "A"** of this document and unit pricing as stated therein shall be extended to all city vehicles. City shall provide Contractor with authorization to proceed, after execution of this agreement.

### SECTION III RESPONSIBILITY OF THE CITY

City will facilitate Contractor's work by the following tasks:

- A. Provide Contractor with full information as to requirements for the project.

- B. Facilitate access to and make provisions for Contractor to enter upon public and private property as required for Contractor to perform its services.
- C. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.
- D. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

**SECTION IV**  
**RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of services furnished by the Contractor under this Agreement. The Contractor shall keep the City informed of the performance of the Contractor's duties under this Agreement. The Contractor shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in provided services.
- B. The Contractor shall perform the services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- C. The Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Agreement. The Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond the Contractor's control.
- D. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Contractor for faulty work.

**SECTION V**  
**PAYMENT AND FEES**

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

- A. Payment for basic services shall be based upon completion of all items listed and in accordance with **Exhibit "A"**.
- B. Contractor shall provide an invoice in accordance with City regulations.
- C. City will approve and inspect all work submitted and authorize all payments made under the project.

**SECTION VI**  
**TIME OF PERFORMANCE**

Contractor contracts and agrees to provide services set forth in this contract and as specified by the City. 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 from October 1<sup>st</sup>, 2016 through September 30<sup>th</sup>, 2017.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation  
In accordance with the State statute
  
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregate  
or \$500,000 combined single limits
  
- C. Comprehensive Auto Liability
  - 1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate  
or \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

**SECTION IX**

## **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time and for any reason after thirty (30) days' written notice, payment will be made to Contractor for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Contractor shall be limited to payment for services rendered through the date of such notice to terminate.
- B. 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 XII** **INDEMNIFICATION**

- A. Contractor 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 attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

**SECTION XIII**  
**CHANGES**

- A. The City may, at any time, by written order, may 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 Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Contractor 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.
- B. No services for which the Contractor will charge an additional compensation shall be furnished without the advance written authorization of the City.

**SECTION XIV**  
**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 XV**  
**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 XVI**  
**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 XVII**  
**SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

EXECUTED by the parties in triplicate originals on this \_\_\_\_ day of August,  
2016.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard 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

**BLUE WAVE EXPRESS, LLC:**

BY: \_\_\_\_\_  
Edward Owens, Chief Administrative Officer  
Blue Wave Express, LLC  
2702 W University Drive  
Edinburg, Texas 78539  
Phone (956) 720-4075

**Attachments: Exhibit "A" Scope of Work**

**Exhibit "A": SCOPE OF WORK**

**1. CAR WASH SERVICE:**

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	1800		PROVIDE exterior car wash service as per sealed bid 2016-93 Car Wash Services specifications. Exhibit C - sealed bid specifications 2016-93.	<u>\$3.00</u>	<u>\$5400.00</u>

**Exhibit "B": CERTIFICATES OF INSURANCE**



**Exhibit "C": SEALED BID SPECIFICATIONS 2016-93**

# 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, July 18, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any 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. 2016-93 CAR WASH SERVICES

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

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

If you have any questions or require additional information regarding this bid, please contact Lt. Octavio Reyes, at (956) 383-7411 ext. 7788.

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

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

If Mailing 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 purchase of CAR WASH SERVICES for the City of Edinburg at firm unit prices, commencing from the date of award and expiring September 30, 2017.

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 (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
If Mailing 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 90 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](http://www.cityofedinburg.com).

### **PAYMENT**

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

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the CAR WASH SERVICES 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 90 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

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

**INSTRUCTIONS TO BIDDERS (Continued):**

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AWARD**

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

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may 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.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

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

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  
CAR WASH SERVICES**

**BID NO. 2016-93**

**BID OPENING DATE: July 18, 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 CAR WASH SERVICES.

**GENERAL REQUIREMENTS AND AGREEMENT FOR CAR WASH SERVICES:**

You are invited to submit a sealed bid for the purchase of CAR WASH SERVICE as requested by the City of Edinburg, Police Department. 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.

**General Terms and Conditions**

The City of Edinburg is soliciting sealed bids for car wash services for Edinburg police department's vehicles. The City is will solicit bids, for (2) types of car wash service. "Complete Service", which consist of the interior and exterior of the vehicle and "Exterior Only". The police department will only accept bid submissions which are based on a pricing on a "Per Use" car wash bases. Because of historical data and circumstances beyond the Department's control, the Department will not consider bid submissions which pricing is based on a subscription or monthly fee per vehicle.

The City reserves the right to award the bid to a single vendor; or to split the bid to multiple vendors if it's advantageous to the City.

The intent of these specifications is to provide car wash services, which reflect the police department's needs. The "Complete Service", is intended to provide services for marked patrol units which require the exterior and interior to be cleaned. Vehicles assigned to the Patrol division operate under extreme conditions; and at times may result in the interior having un-sanitary conditions.

The second option is for exterior washing only. This is intended for unmarked vehicles which are assigned to Investigators or Administrators. Unmarked units do not operate in extreme conditions and for these reasons are expected to be maintained by the assigned individual.

Because of time restrictions regarding police unit availability, the City will only consider machine operated car washes. Bid proposals for the exterior washing by hand will not be accepted. The City will only consider machine operated systems, where the officer remains in the vehicle at all times while the mechanical system washes the exterior. In addition, the vendor shall have a minimum of (3) three functional vacuuming stations to be used by the officers free of charge for the "Exterior Only", car washes.

Any vendor submitting a proposal agrees to the following terms and conditions.

1. Due to the necessity to have police units available for emergencies and minimize impact to the overall operation of the police department. Vendor's car wash operating location is located within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

2. Vendor agrees to a tentative schedule of washing marked units twice a month and unmarked units limited to once a month. Vendor agrees the police department may deviate from the regular proposed schedule if requested by the authorized department representative for unforeseen circumstances or special public engagement.

(Circle one)

Agrees

Not in Agreement

3. Should the Car Wash Service Bid be awarded to multiple vendors, the Department reserves the right to choose which vendor to use regardless of the police unit service type (marked patrol unit v. un-marked unit) which would best meet the operational needs of the Department.

(Circle one)

Agrees

Not in Agreement

4. Vendor agrees to utilize the "Department Service Control Document", which require officer's signatures in order to control and validate the number of washes for the specific vehicle. A vendor may also use an automated computer system utilizing fixed bar codes in lieu of the "Department Service Control Document". Any use of a bar code system, will require the bar code be permanently affixed the vehicle's front windshield. Regardless of system used, the Vendor agrees to return the "Department Service Control Document" for billing purposes along with signed receipts; or an automated bar code itemized billing invoice on a monthly bases for billing purposes. A copy of the "Department Service Control Document" is attached at the end of this sealed bid for your reference.

(Circle one)

Agrees

Not in Agreement

5. Vendor must comply with Edinburg City Ordinance Section 151.102 Interceptors and mud traps, Section 53.12 Protection of water supply and any other City Ordinance(s) regulating Car Wash Services within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

6. Vendor agrees unit pricing will include all supplies and labor cost. Vendor further agrees to use environmentally friendly and biodegradable cleaning supplies.

(Circle one)

Agrees

Not in Agreement

7. Vendor agrees to car wash service will be available at the minimum (6) six days a week and operate from at least 8:00 am to 6:00 pm, or as mutually agreed by the vendor and the Edinburg police department.

(Circle one)

Agrees

Not in Agreement

8. Complete car wash service shall include but is not limited to the following: exterior shall be scrubbed with soap and a brushes and dried properly. Upon delivery to the vehicle, there shall be no visible water streaks or stains. Door jams shall be dried and the interior vacuumed and floors washed as needed. If need be, seats and floor boards will be washed and steamed or disinfected. Dashboards, center consoles and will be dusted and cleaned for proper appearance. All glass windows will be cleaned from the inside and outside, tire shine will be

applied to the tires after cleaning. Floor boards to marked units shall not be cleaned or treated with any chemical or substance which result in slippery footing.

*SERVICE NOT OFFERED*

(Circle one)

Agrees

Not in Agreement

- 9. Exterior car wash service shall include; but is not limited to the following: exterior shall be scrubbed with soap and a brushes. The car wash facility shall be equipped with an operational air blown system at the end of the car wash to remove the majority of the water. In addition, the vendor's facility must provide vacuum availability for free self-service use. The discretion to clean the interior of the vehicle will be left to the discretion of the vehicle operator, who would be responsible for cleaning and maintaining the interior.

(Circle one)

Agrees

Not in Agreement

- 10. Because the department has a large police fleet, approximately (62) Sixty-two marked units and approximately (55) fifty-five unmarked units, efficient washing is a necessity in order to minimize patrol units being out of service. It is imperative the vendor agrees to wash the exterior and interiors within 30 minutes of the vehicle arriving at the car wash location; and 15 minutes for exterior car wash service only.

(Circle one)

Agrees

Not in Agreement

- 11. Vendor agrees to extend unit pricing to other City Departments under conditions stipulated in these General Terms and Conditions.

(Circle one)

Agrees

Not in Agreement

- 12. Vendor agrees to honor the unit price stated on the vendor's sheet until September 30, 2017 and the City of Edinburg reserves the right to change actual quantity of units washed at any time.

(Circle one)

Agrees

Not in Agreement

- 13. Vendor agrees to standard terms of payment as per the City of Edinburg procurement policy.

(Circle one)

Agrees

Not in Agreement

- 14. Minimum Insurance requirements for vendor. Vendors must submit proof with quote submissions.

General Liability Minimums

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

Workers Compensation Statutory Limits

In accordance with the State of Texas statute.

((Circle one)

Agrees

Not in Agreement

## Department Service Control Document (Police Units)

Unit#	VIN Last (5)	Signature	Badge	Date	Time
A123	43976				
A125	43979				
A127	43978				
A128	43977				
B138	46362				
B144	19496				
D112	20012				
E135	48096				
E141	48094				
1301	25927				
1302	25928				
1303	25929				
1307	91978				
1308	91977				
1309	91979				
1401	56844				
1402	56878				
1403	66466				
1404	66467				
1405	88364				
1406	88366				
1407	88365				
A130	43975				
B120	19499				
B131	19495				
B135	46360				
B139	19498				
B140	46361				
B146	46359				
B148	46358				
B149	28222				
C107	08885				
C111	08886				
C113	08889				
C114	08888				
C116	08890				
C126	08891				

D105	20014			
D106	20015			
D108	19794			
346	49905			
341	46218			
342	47167			
B142	19497			
D131	05555			
153	36790			
314	94026			
315	04199			
316	35680			
132	29329			
C110	31080			
137	88339			
A120	79724			
109	55444			
B133	56664			
C108	16691			
E115	73838			
115	68816			
116	70359			
118	79758			
1201	30697			
1202	30947			
124	12416			
125	39980			
129	67322			
130	21062			
131	67318			
133	24270			
177	37952			
301	30041			
306	53638			
307	64887			
308	86053			
309	73906			
313	13005			
317	61524			
318	68614			
322	43810			
324	30182			
327	59535			
328	82666			

329	67718			
333	40067			
334	42116			
335	33358			
337	31439			
338	11687			
339	09194			
340	23729			
344	19002			
345	19066			
347	02091			
350	75473			
351	42001			
352	02803			
353	06936			
354	29994			
355	23363			
B141	51082			
349	96610			
1305	24419			
1306	41054			
150	12419			
174	35929			
182	25862			
319	03748			
45	44218			
91	16552			
104	95477			
1203	27407			
175	79408			
183	63709			
343	47840			
E140	48095			
1304	00122			
135	01130			
1408	00033			
1501	00025			
330	46579			
331	15123			
332	73372			
134	38500			
1502	62217			
1503	62216			

**CITY OF EDINBURG  
BID FORM FOR  
CAR WASH SERVICES**

BID NO. 2016-93

BID OPENING DATE: July 18, 2016 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for **Car Wash Services** 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, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> HGAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input checked="" type="checkbox"/> OTHER <u>NONE</u>
<input type="checkbox"/> DEALER/LOCAL	Specify
CONTRACT NUMBER: _____ COMMODITY NUMBER: _____ (if applicable) (if applicable)	

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1,800	"EXTERIOR ONLY" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>3<sup>00</sup></u>	\$ <u>5400<sup>00</sup></u>
2	575	"COMPLETE SERVICE" CAR WASH SERVICES FOR POLICE UNITS	\$ <u>N/A</u>	\$ <u>N/A</u>
3		GRAND TOTAL		\$ <u>5400<sup>00</sup></u>

**BID FORM FOR CAR WASH SERVICE (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 Oct, 2015

SIGNATURE:



TYPE/PRINT NAME:

EDWARD OWENS

TITLE:

DIRECTOR OF OPERATIONS

COMPANY:

BWE II, LLC

ADDRESS:

BlueWave Express Car Wash  
1382 W University Dr

TELEPHONE NO.:

956-720-4075 / 415-747-3045

FAX NO.:

877-214-6686

EMAIL:

elo@bluewex.com

DELIVERY DATE:

10/29/2015

(Quotes without a delivery date will be considered incomplete.)

STATE OF TEXAS § Service Agreement between the City of  
COUNTY OF HIDALGO § Edinburg and 107 Monster Car Wash, LLC.,  
CITY OF EDINBURG § for Car Wash Services for the Edinburg  
Police Department- Bid 2016-93.

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called "City") and 107 Monster Car Wash LLC., (hereinafter called "Contractor"), are the parties to this Agreement.

### RECITALS

**WHEREAS**, the City of Edinburg has authorized staff to request car wash services for the Edinburg Police Department marked and unmarked units for the remaining fiscal year ending September 30, 2017; and

**WHEREAS**, the Contractor has the professional knowledge and abilities to undertake the study, evaluation, analysis, and make recommendations for the services being sought by the City; and

**WHEREAS**, the City desires to engage the Contractor to render services in connection therewith:

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

### SECTION I EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to furnish and provide the services, as stated in this agreement and **Exhibit "A"**. Upon receipt of such satisfactory services, the City agrees to pay Contractor as stated in this agreement and "**Exhibit "A"**".

### SECTION II BASIC SERVICES OF CONTRACTOR

The Contractor shall, in the scope of his work, perform the Scope of Services (herein called "Project") as specifically identified in **Exhibit "A"** of this document and unit pricing as stated therein shall be extended to all city vehicles. City shall provide Contractor with authorization to proceed, after execution of this agreement.

### SECTION III RESPONSIBILITY OF THE CITY

City will facilitate Contractor's work by the following tasks:

- A. Provide Contractor with full information as to requirements for the project.

- B. Facilitate access to and make provisions for Contractor to enter upon public and private property as required for Contractor to perform its services.
- C. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.
- D. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

**SECTION IV**  
**RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of services furnished by the Contractor under this Agreement. The Contractor shall keep the City informed of the performance of the Contractor's duties under this Agreement. The Contractor shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in provided services.
- B. The Contractor shall perform the services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- C. The Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Agreement. The Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond the Contractor's control.
- D. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Contractor for faulty work.

**SECTION V**  
**PAYMENT AND FEES**

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

- A. Payment for basic services shall be based upon completion of all items listed and in accordance with **Exhibit "A"**.
- B. Contractor shall provide an invoice in accordance with City regulations.
- C. City will approve and inspect all work submitted and authorize all payments made under the project.

**SECTION VI**  
**TIME OF PERFORMANCE**

Contractor contracts and agrees to provide services set forth in this contract and as specified by the City. 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 from October 1<sup>st</sup>, 2016 through September 30<sup>th</sup>, 2017.

**SECTION VIII**  
**MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation  
In accordance with the State statute
  
- B. Comprehensive General Liability
  - 1. Bodily Injury  
\$250,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 each aggregate  
  
or \$500,000 combined single limits
  
- C. Comprehensive Auto Liability
  - 1. Bodily Injury  
\$100,000 each person  
\$500,000 each occurrence
  - 2. Property Damage  
\$100,000 each occurrence  
\$100,000 aggregate  
  
or \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

**SECTION IX**  
**TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time and for any reason after thirty (30) days' written notice, payment will be made to Contractor for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Contractor shall be limited to payment for services rendered through the date of such notice to terminate.
- B. 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 XII**  
**INDEMNIFICATION**

- A. Contractor 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 attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

- B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

**SECTION XIII**  
**CHANGES**

- A. The City may, at any time, by written order, may 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 Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Contractor 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.
- B. No services for which the Contractor will charge an additional compensation shall be furnished without the advance written authorization of the City.

**SECTION XIV**  
**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 XV**  
**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 XVI**  
**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 XVII**  
**SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

EXECUTED by the parties in triplicate originals on this \_\_\_\_ day of \_ August\_,  
\_2016\_.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
Richard 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.

\_\_\_\_\_  
City Attorney

**107 Monster Car Wash, LLC:**

BY: \_\_\_\_\_  
Walid Haidar, Owner  
107 Monster Car Wash, LLC  
2702 W University Drive  
Edinburg, Texas 78539  
Phone (956) 383-9274  
Fax (800) 867-6561

**Attachments:** Exhibit "A" Scope of Work  
Exhibit "B" Insurance  
Exhibit "C" Sealed Bid Specifications 2016-93

## Exhibit A: SCOPE OF WORK

### 1. CAR WASH SERVICE:

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	575		PROVIDE interior and exterior car wash service as per sealed bid 2016-93 Car Wash Services specifications, for Approximately 575 marked patrol units. Exhibit C - sealed bid specifications 2016-93.	<u>\$20.00</u>	<u>\$11,500.00</u>

**Exhibit B: CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410	<b>CONTACT NAME:</b> Stacie Nurdin <b>PHONE (A/C, No, Ext):</b> (504) 525-9901 <b>E-MAIL ADDRESS:</b> SNurdin@hmia.com	<b>FAX (A/C, No):</b> (504) 569-9900
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NLM Entertainment LLC & 107 Monster Carwash LLC, 1601 S. Cage Blvd Suite B Pharr TX 78577	<b>INSURER A:</b> Covington Specialty Ins. Co.	
	<b>INSURER B:</b> Catlin Specialty Ins Co	
	<b>INSURER C:</b> Illinois Union Ins. Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1671509367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		VBA46687000	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE			MP0017001002693	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Limit \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A
							PER STATUTE E.L. EACH ACCIDENT \$
							OTH-ER E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			LQRTXD391696304	6/3/2016	6/3/2017	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an Additional Insured as required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Edinburg  
 Policy Departement  
 100 E Freddy Gonzalez Drive  
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Salaun/NURDIN

*Christie B. Salaun*

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**Exhibit C: SEALED BID SPECIFICATIONS 2016-93**

# 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, July 18, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any 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. 2016-93 CAR WASH SERVICES**

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

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

If you have any questions or require additional information regarding this bid, please contact Lt. Octavio Reyes, at (956) 383-7411 ext. 7788.

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

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

If Mailing 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 purchase of CAR WASH SERVICES for the City of Edinburg at firm unit prices, commencing from the date of award and expiring September 30, 2017.

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 (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
If Mailing 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 90 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](http://www.cityofedinburg.com).

### **PAYMENT**

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

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the CAR WASH SERVICES 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 90 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

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

**INSTRUCTIONS TO BIDDERS (Continued):**

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**AWARD**

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

**CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may 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.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

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

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  
CAR WASH SERVICES**

**BID NO. 2016-93**

**BID OPENING DATE: July 18, 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 CAR WASH SERVICES.

**GENERAL REQUIREMENTS AND AGREEMENT FOR CAR WASH SERVICES:**

You are invited to submit a sealed bid for the purchase of CAR WASH SERVICE as requested by the City of Edinburg, Police Department. 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.

**General Terms and Conditions**

The City of Edinburg is soliciting sealed bids for car wash services for Edinburg police department's vehicles. The City is will solicit bids, for (2) types of car wash service. "Complete Service", which consist of the interior and exterior of the vehicle and "Exterior Only". The police department will only accept bid submissions which are based on a pricing on a "Per Use" car wash bases. Because of historical data and circumstances beyond the Department's control, the Department will not consider bid submissions which pricing is based on a subscription or monthly fee per vehicle.

The City reserves the right to award the bid to a single vendor; or to split the bid to multiple vendors if it's advantageous to the City.

The intent of these specifications is to provide car wash services, which reflect the police department's needs. The "Complete Service", is intended to provide services for marked patrol units which require the exterior and interior to be cleaned. Vehicles assigned to the Patrol division operate under extreme conditions; and at times may result in the interior having un-sanitary conditions.

The second option is for exterior washing only. This is intended for unmarked vehicles which are assigned to Investigators or Administrators. Unmarked units do not operate in extreme conditions and for these reasons are expected to be maintained by the assigned individual.

Because of time restrictions regarding police unit availability, the City will only consider machine operated car washes. Bid proposals for the exterior washing by hand will not be accepted. The City will only consider machine operated systems, where the officer remains in the vehicle at all times while the mechanical system washes the exterior. In addition, the vendor shall have a minimum of (3) three functional vacuuming stations to be used by the officers free of charge for the "Exterior Only", car washes.

Any vendor submitting a proposal agrees to the following terms and conditions.

1. Due to the necessity to have police units available for emergencies and minimize impact to the overall operation of the police department. Vendor's car wash operating location is located within the City of Edinburg.

(Circle one)

Agrees

Not in Agreement

2. Vendor agrees to a tentative schedule of washing marked units twice a month and unmarked units limited to once a month. Vendor agrees the police department may deviate from the regular proposed schedule if requested by the authorized department representative for unforeseen circumstances or special public engagement.

(Circle one)

**Agrees**

Not in Agreement

3. Should the Car Wash Service Bid be awarded to multiple vendors, the Department reserves the right to choose which vendor to use regardless of the police unit service type (marked patrol unit v. un-marked unit) which would best meet the operational needs of the Department.

(Circle one)

**Agrees**

Not in Agreement

4. Vendor agrees to utilize the "Department Service Control Document", which require officer's signatures in order to control and validate the number of washes for the specific vehicle. A vendor may also use an automated computer system utilizing fixed bar codes in lieu of the "Department Service Control Document". Any use of a bar code system, will require the bar code be permanently affixed the vehicle's front windshield. Regardless of system used, the Vendor agrees to return the "Department Service Control Document" for billing purposes along with signed receipts; or an automated bar code itemized billing invoice on a monthly bases for billing purposes. A copy of the "Department Service Control Document" is attached at the end of this sealed bid for your reference.

(Circle one)

**Agrees**

Not in Agreement

5. Vendor must comply with Edinburg City Ordinance Section 151.102 Interceptors and mud traps, Section 53.12 Protection of water supply and any other City Ordinance(s) regulating Car Wash Services within the City of Edinburg.

(Circle one)

**Agrees**

Not in Agreement

6. Vendor agrees unit pricing will include all supplies and labor cost. Vendor further agrees to use environmentally friendly and biodegradable cleaning supplies.

(Circle one)

**Agrees**

Not in Agreement

7. Vendor agrees to car wash service will be available at the minimum (6) six days a week and operate from at least 8:00 am to 6:00 pm, or as mutually agreed by the vendor and the Edinburg police department.

(Circle one)

**Agrees**

Not in Agreement

8. Complete car wash service shall include but is not limited to the following: exterior shall be scrubbed with soap and a brushes and dried properly. Upon delivery to the vehicle, there shall be no visible water streaks or stains. Door jams shall be dried and the interior vacuumed and floors washed as needed. If need be, seats and floor boards will be washed and steamed or disinfected. Dashboards, center consoles and will be dusted and cleaned for proper appearance. All glass windows will be cleaned from the inside and outside, tire shine will be

applied to the tires after cleaning. Floor boards to marked units shall not be cleaned or treated with any chemical or substance which result in slippery footing.

(Circle one)

Agrees

Not in Agreement

9. Exterior car wash service shall include; but is not limited to the following: exterior shall be scrubbed with soap and brushes. The car wash facility shall be equipped with an operational air blown system at the end of the car wash to remove the majority of the water. In addition, the vendor's facility must provide vacuum availability for free self-service use. The discretion to clean the interior of the vehicle will be left to the discretion of the vehicle operator, who would be responsible for cleaning and maintaining the interior.

(Circle one)

Agrees

Not in Agreement

10. Because the department has a large police fleet, approximately (62) Sixty-two marked units and approximately (55) fifty-five unmarked units, efficient washing is a necessity in order to minimize patrol units being out of service. **It is imperative the vendor agrees to wash the exterior and interiors within 30 minutes of the vehicle arriving at the car wash location; and 15 minutes for exterior car wash service only.**

(Circle one)

Agrees

Not in Agreement

11. Vendor agrees to extend unit pricing to other City Departments under conditions stipulated in these General Terms and Conditions.

(Circle one)

Agrees

Not in Agreement

12. Vendor agrees to honor the unit price stated on the vendor's sheet until September 30, 2017 and the City of Edinburg reserves the right to change actual quantity of units washed at any time.

(Circle one)

Agrees

Not in Agreement

13. Vendor agrees to standard terms of payment as per the City of Edinburg procurement policy.

(Circle one)

Agrees

Not in Agreement

14. Minimum Insurance requirements for vendor. Vendors must submit proof with quote submissions.

General Liability Minimums

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

Workers Compensation Statutory Limits

In accordance with the State of Texas statute.

((Circle one)

Agrees

Not in Agreement

## Department Service Control Document (Police Units)

Unit#	VIN last (5)	Signature	Badge #	Date	Time
A123	43976				
A125	43979				
A127	43978				
A128	43977				
B138	46362				
B144	19496				
D112	20012				
E135	48096				
E141	48094				
1301	25927				
1302	25928				
1303	25929				
1307	91978				
1308	91977				
1309	91979				
1401	56844				
1402	56878				
1403	66466				
1404	66467				
1405	88364				
1406	88366				
1407	88365				
A130	43975				
B120	19499				
B131	19495				
B135	46360				
B139	19498				
B140	46361				
B146	46359				
B148	46358				
B149	28222				
C107	08885				
C111	08886				
C113	08889				
C114	08888				
C116	08890				
C126	08891				

D105	20014			
D106	20015			
D108	19794			
346	49905			
341	46218			
342	47167			
B142	19497			
D131	05555			
153	36790			
314	94026			
315	04199			
316	35680			
132	29329			
C110	31080			
137	88339			
A120	79724			
109	55444			
B133	56664			
C108	16691			
E115	73838			
115	68816			
116	70359			
118	79758			
1201	30697			
1202	30947			
124	12416			
125	39980			
129	67322			
130	21062			
131	67318			
133	24270			
177	37952			
301	30041			
306	53638			
307	64887			
308	86053			
309	73906			
313	13005			
317	61524			
318	68614			
322	43810			
324	30182			
327	59535			
328	82666			

329	67718			
333	40067			
334	42116			
335	33358			
337	31439			
338	11687			
339	09194			
340	23729			
344	19002			
345	19066			
347	02091			
350	75473			
351	42001			
352	02803			
353	06936			
354	29994			
355	23363			
B141	51082			
349	96610			
1305	24419			
1306	41054			
150	12419			
174	35929			
182	25862			
319	03748			
45	44218			
91	16552			
104	95477			
1203	27407			
175	79408			
183	63709			
343	47840			
E140	48095			
1304	00122			
135	01130			
1408	00033			
1501	00025			
330	46579			
331	15123			
332	73372			
134	38500			
1502	62217			
1503	62216			





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410		<b>CONTACT NAME:</b> Stacie Nurdin <b>PHONE (A/C, No, Ext):</b> (504) 525-9901 <b>E-MAIL ADDRESS:</b> SNurdin@hmia.com <b>FAX (A/C, No):</b> (504) 569-9900	
<b>INSURED</b> NLM Entertainment LLC & 107 Monster Carwash LLC, 1601 S. Cage Blvd Suite B Pharr TX 78577		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Covington Specialty Ins. Co. <b>INSURER B:</b> Catlin Specialty Ins Co <b>INSURER C:</b> Illinois Union Ins. Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1671509367      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		VBA46687000	6/1/2016	6/1/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			MP0017001002693	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> GARAGE						PROPERTY DAMAGE (Per accident)	\$
							Liability Limit	\$ 100,000
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Liquor Liability			LQRTXD391696304	6/3/2016	6/3/2017	Limit of Liability	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as an Additional Insured as required by written agreement.

<b>CERTIFICATE HOLDER</b>  The City of Edinburg Policy Departement 100 E Freddy Gonzalez Drive Edinburg, TX 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  C Salaun/NURDIN <i>Christie B. Salaun</i>
--	---

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-88962

Date Filed:  
07/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BlueWave Express Car Wash  
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid # 2016-93  
Car Wash Services

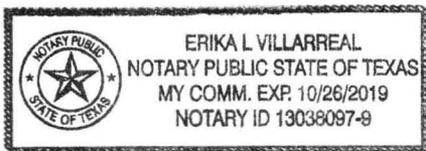
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Richard K Fuentes*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard K Fuentes, this the 17<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Erika L. Villarreal  
Printed name of officer administering oath

Personal Banker  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

107 Monster Car Wash  
Edinburg, TX United States

Certificate Number:  
2016-96525

Date Filed:  
08/09/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Edinburg

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2016-93  
Express exterior wash and full service interior wash.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Walid Haidar  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Walid Haidar, this the 9<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

Ruth Hernandez  
Signature of officer administering oath

Ruth Hernandez  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Awarding RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service to the Qualified Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies. [Shawn Snider, Fire Chief]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

Request for Proposals were received on Monday, August 1, 2016 at 3:00 p.m. for Emergency Medical Services with Mobile Intensive Care Ambulance Service. On occasion the City of Edinburg requires Emergency Medical Services that require Mobile Intensive Care.

The City of Edinburg seeks qualified providers for 9-1-1 Emergency Medical Services with Mobile Intensive Care Ambulance Services. The purpose is to ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles and provide the most reliable, safest and effective services to those served.

A total of three (3) Request for Proposals were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Proposals. The following qualified firms listed have submitted Statements of Qualifications in response to this RFP:

Lonestar Ambulance #1, LLC, DBA Valley EMS

Med-Care EMS

Hidalgo County Emergency Services Foundation

**RECOMMENDATION:**

Approve Awarding of RFP 2016-021, Emergency Medical Services with Mobile Intensive Care Ambulance Service Firm(s) and Authorize the City Manager to Negotiate and Enter Into a Professional Services Contract with Such Firm(s) as Pursuant to the City's Ordinances and Procurement Policies.

**REVIEWED BY:**

**PREPARED BY:**  
Ubaldo Perez, Deputy  
Chief

Â

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

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/ Shawn Snider, Fire  
Chief  
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

# CONTRACTUALS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund. [Sonia Marroquin, Assistant City Manager]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

UTRGV Athletics serves the community by providing family-friendly entertainment that highlights the campus and promotes the existence of obtainable, higher education to local youths throughout the Rio Grande Valley community. UTRGV Athletics takes pride in its obligation to serve the local community. A critical objective for UTRGV Athletics is to expose local youths to the presence and availability of higher education in our community.

UTRGV Athletics is requesting funding in the amount of \$10,000 for the 2016-2017 Season. Annual Sponsorship would include recognition, tickets, website presence, and public address announcements.

Recognition would include an 8' x 16' full color outfield wall sign at the Edinburg Baseball Stadium. The sign will be present year-round, including during all home UTRGV baseball games, as well as any high school tournaments/games, and Little League events/tournaments/games that UTRGV hosts. Design of the sign is the responsibility of the City of Edinburg with approval of UTRGV Athletics. Printing and installation of the sign is the responsibility of UTRGV Athletics.

The City of Edinburg will receive a full color backlit sign at the UTRGV Fieldhouse. The logo banner will be visible to the more than 25,000 fans who attend the men's and women's basketball games, and volleyball matches through the fall and winter seasons. Design of the sign is the responsibility of the City of Edinburg with approval of UTRGV Athletics. Printing and installation of the sign is the responsibility of UTRGV Athletics.

The City of Edinburg will receive four (4) chair back reserved tickets for every regular season home UTRGV Men's and Women's basketball game in 2016-2017 season, as well as four (4) season ticket booklets for the 2017 UTRGV regular season home baseball games.

The City of Edinburg will receive a private suite at the UTRGV Baseball Stadium. Complimentary use of Baseball stadium on a mutually agreed upon date for Edinburg Little League opening ceremonies with Edinburg police providing security.

The City of Edinburg's logo will be displayed on the UTRGV Athletics website, [www.GoUTRGV.com](http://www.GoUTRGV.com). Display of the logo will include a link to the City of Edinburg's website. The City of Edinburg's logo and information will also be displayed on the Backing the Vaqueros page of the website. This page is a listing of our corporate partners.

The City of Edinburg will be recognized in two (2) public address announcements at all regular season home UTRGV baseball, men's and women's basketball, soccer and volleyball games. The City of

Edinburg will be recognized with a check presentation. The date and event at which the check presentation takes place will be at the mutual agreement between the City of Edinburg and UTRGV Athletics.

Funding is available in the FY 2016-2017 General Fund Operating Budget.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into an Agreement with the UTRGV Athletics for the Period of November 18, 2016 through November 19, 2017 for \$10,000 in funding from the General Fund.

**REVIEWED BY:**

**PREPARED BY:**

Cindy Gutierrez,  
Administrative Assistant

Â /s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

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

Â /s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

Â /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



## Sponsorship Agreement

This Sponsorship Agreement is entered into effective **November 18, 2016 (Effective Date)**, between **The University of Texas Rio Grande Valley**, an agency of the State of Texas (**UTRGV**), on behalf of its Department of Intercollegiate Athletics (**UTRGV Athletics**), and The City of Edinburg (**Sponsor**).

### TERM OF AGREEMENT

The term of this agreement will commence on the Effective Date and expire **November 19, 2017**.

### ACKNOWLEDGEMENT OF SPONSOR

#### Use of Official Sponsor Designation

Subject to UTRGV's prior written approval for each use, sponsor may use the following designation in approved materials:

“**The City of Edinburg**, an Official Sponsor of The University of Texas – Rio Grande Valley Intercollegiate Athletics”

Provided, however, sponsor must comply with UTRGV's sports marketing guidelines (posted at [www.utpabroncs.com](http://www.utpabroncs.com)) detailing required graphic design dimensions, specifications, timelines and traffic instructions necessary to activate elements of this agreement.

#### Recognition as Sponsor

UTRGV Athletics will recognize sponsor as more specifically provided below:

##### **UTRGV Fieldhouse (Venue for Home UTRGV Regular Season Men's and Women's Basketball & Volleyball)**

- Backlit panel

Panel is full-color. Design of panel is responsibility of sponsor with approval of UTRGV Athletics. Production and installation costs are the responsibility of UTRGV Athletics, as long as approved vendor is utilized per mutual agreement of sponsor and UTRGV Athletics.

##### **UTRGV Baseball Stadium**

- Outfield Wall Signage

Signage is 8' x 16', and is in full color. Design of the signage is responsibility of sponsor with approval of UTRGV Athletics. Production and installation costs are the responsibility of UTRGV Athletics, as long as approved vendor is utilized per mutual agreement of sponsor and UTRGV Athletics.

##### **Public Address System at Edinburg Baseball Stadium and UTRGV Fieldhouse**

- Sponsor will be recognized in two (2) public address announcements at all regular season home UTRGV baseball, men's and women's basketball, soccer and volleyball games as follows:

“**The City of Edinburg**, an Official Sponsor of The University of Texas – Rio Grande Valley Intercollegiate Athletics.”

##### **UTRGV Athletics Website**

Sponsor will receive top banner on the UTRGV Athletics website at [www.GoUTRGV.com](http://www.GoUTRGV.com). Banner will hyperlink to <http://www.cityofedinburg.com/> (Destination Page).



Sponsor logo on the UTRGV Athletics website at [www.GoUTRGV.com](http://www.GoUTRGV.com). Sponsor logo will hyperlink to <http://www.cityofedinburg.com/>.

If sponsor alters the Destination Page and, in the reasonable and good faith opinion of UTRGV, those alterations may create unrelated business taxable income for UTRGV, then UTRGV will display sponsor's Logo on the UTRGV Athletics website for the remainder of the term of this Agreement but will sever the hyperlink to the Destination Page.

#### **Tickets**

- Sponsor will receive four (4) chair back reserved tickets for every regular season home UTRGV Men's and Women's Basketball game in 2016-17 season.
- Sponsor will receive four (4) season ticket booklets for the 2017 UTRGV regular season home baseball games.

Sponsor will also receive a private suite for the 2017 UTRGV regular season baseball home games.

Complimentary use of Baseball stadium on a mutually agreed upon date for Edinburg Little League opening ceremonies with Edinburg police providing security.

#### **Check Presentation**

Sponsor will be recognized with an on-court/field check presentation. The date and event at which the presentation takes place will be at the mutual agreement between the sponsor and UTRGV Athletics.

### **RESPONSIBILITIES OF SPONSOR**

#### **Marketing Materials**

Sponsor agrees to identify appropriate contact persons for fulfillment of sponsorship elements and communication on associated initiatives authorized under this agreement.

Sponsor agrees to provide UTRGV Athletics materials needed to activate the sponsorship elements and associated initiatives authorized under this agreement and that comply with UTRGV's sports marketing guidelines (posted at [www.GoUTRGV.com](http://www.GoUTRGV.com), including:

- **Sponsor Logo in EPS vector file format**
- **Graphic layout and designs for all venue displays**

#### **Sponsorship Consideration**

During the term of this agreement, sponsor agrees to pay **\$10,000** to UTRGV Athletics.

### **TAX LIABILITY**

The Sponsorship Consideration is intended to be a qualified sponsorship payment as defined in the *Internal Revenue Code* and related *Treasury Regulations*. Sponsor acknowledges that the issue of tax liability as a result of entering into this agreement is an important concern to UTPA.



## **NO ENDORSEMENTS**

Notwithstanding any other term or condition of this agreement to the contrary, no Sponsorship Recognition Material or recognition of Sponsor of any other any kind, may state or imply that UTRGV endorses a particular company, organization or any other entity, including Sponsor, or any other entity's goods or services, including Sponsor's goods or services.

## **TERMINATION**

### **Termination with Cause**

Either party may terminate this agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this agreement prove to be untrue or inaccurate in any material respect.

### **UTRGV's Rights to Terminate**

UTRGV may immediately terminate this agreement upon written notice to Sponsor, if UTRGV determines that continued affiliation with Sponsor is inconsistent with UTRGV's mission or philosophy and/or adversely impacts the reputation of UTRGV. If UTRGV terminates this agreement, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Consideration due to UTRGV based on the Sponsorship Recognition actually provided to Sponsor by UTRGV prior to termination. If Sponsor has, as of the effective date of termination, paid to UTRGV more than the pro-rata amount, UTRGV will refund the difference to Sponsor within thirty (30) days after the effective date of termination.

"**Sponsorship Recognition**" means all sponsorship recognition provided under this agreement. All Sponsorship Recognition must satisfy the qualified sponsorship requirements under the then current *Internal Revenue Code* and *Treasury Regulations*. All Sponsorship Recognition materials provided under this agreement are collectively referred to as "**Sponsorship Recognition Material**."

## **CONTINUING OBLIGATIONS**

Expiration or termination of this agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

## **SUBJECT TO LAWS, REGULATIONS AND RULES**

This agreement and all rights granted under this agreement are subject to (i) all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, **Applicable Laws**), (ii) all existing contractual arrangements and obligations of UTRGV; (iii) the constitution, bylaws, rules, policies and procedures of the National Collegiate Athletic Association (NCAA), the Western Athletic Conference, and any other athletic organization with jurisdiction (collectively, **Athletic Organization Rules**); and (iii) all University Rules. For purposes of this agreement, "**University Rules**" means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System found at <http://www.utsystem.edu/bor/rules/>; (ii) the policies of The University of Texas System found at <http://www.utsystem.edu/bor/procedures/policy/>; (iii) the Institutional rules and regulations and policies of UTRGV (which may be found at <http://www.utrgv.edu/hop/handbook/index.htm>).



**VENUE; CONTROLLING LAW; INTERPRETATION**

Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this agreement. This agreement and all of the rights and obligations of the parties to this agreement and all of the terms and conditions of this agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

**ASSIGNMENT**

UTRGV or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for UTRGV, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

**SUMMARY OF TOTAL SPONSORSHIP AMOUNT**

**Sponsor Agreement Amount:                    \$10,000**

*Agreed and accepted by the following duly authorized representatives of Sponsor and University:*

**The University of Texas-Rio Grande Valley**

**City of Edinburg**

\_\_\_\_\_  
Rick Anderson  
Vice President for Business Affairs

\_\_\_\_\_  
Richard M. Hinojosa  
City of Edinburg – City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris King  
Director of Intercollegiate Athletics

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto. [Shawn Snider, Fire Chief]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

This Amendment shall amend and revise that certain Frequency Reconfiguration Agreement executed on September 8, 2014, between the City of Edinburg and Nextel of Texas, Inc. a wholly owned indirect subsidiary of Sprint Corporation, a Delaware Corporation.

The City of Edinburg is not incurring any cost on this project. Nextel of Texas will be incurring all cost for this project.

In accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows: Schedule C is hereby deleted and is replaced with Schedule C-1, which is attached here to and incorporated by reference herein.

The following amendments have been made:

- Subscriber units retuned from 969 to 901
- Subscriber units rebanded total from 969 to 901
- Reconfigure Infrastructure Equipment # of days after project start date for start of task from 50 to 0
- System Acceptance # of days after project start date for start of task from 85 to 0

Amended Cost Totals:

Dailey & Wells Communications (DWC) - Vendor from \$445,769.78 to \$473,944.79

Law Office of Matthew J. Plache - Vendor from \$36,865 to \$54,365

Total estimated cost: from \$510,865.78 to \$556,540.79

**RECOMMENDATION:**

Approve Amendment and Revision to the Frequency Reconfiguration Agreement with Nextel of Texas and Authorize the City Manager to Execute Documents Relating Thereto.

**REVIEWED BY:**

**PREPARED BY:**

Mari Tovar, Adm. Asst.

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

Â /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

**AMENDMENT TO FREQUENCY RECONFIGURATION AGREEMENT**

**THIS AMENDMENT** shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on September 8, 2014, by and between the **City of Edinburg**, a political subdivision of the State of Texas ("Incumbent"), and **Nextel of Texas, Inc.** ("Sprint"), a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation. Sprint and Incumbent may be referred to collectively in this Agreement as the "Parties."

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C is hereby deleted and is replaced with Schedule C-1, which is attached hereto and incorporated by reference herein.
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent or Sprint.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

In WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

INCUMBENT:  
City of Edinburg, Texas

SPRINT:  
Nextel of Texas, Inc.

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

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

Name:

Name:

Title:

Title:

**SCHEDULE C-1****800 MHZ RECONFIGURATION****COST ESTIMATE - CERTIFIED REQUEST****Request for Reconfiguration Funding**

**Incumbent's Name:** **EDINBURG, CITY OF, TX PH II**

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint to fund the estimated reconfiguration costs included below:

**Incumbent Payment Terms:** Sprint will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint will pay Incumbent \$14,115.50 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

**Vendor Payment Terms:** Sprint will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint will pay each Vendor within 30 days after receipt by Sprint of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

**1. System Description:** The City of Edinburg, Texas operates a Harris P25 radio system for Public Safety users and an Enhanced Digital Access Communications System (EDACS) radio system for non-Public Safety users in the Edinburg, Texas area. The radio system consists of five trunked sites: one 3-channel P25 site, one 7-channel EDACS site, one 5-channel backup site and two single channel autonomous trunking (SCAT) sites. Edinburg also owns and operates a single conventional Mutual Aid site, administered by the Lower Rio Grande Valley Development Counsel (LRGVDC). The frequency licenses for the Mutual Aid site are held by LRGVDC so the site will be rebanded under a separate FRA contract with LRGVDC. The process and costs associated with rebanding the Mutual Aid site are not included in the Edinburg plan. There are approximately 900 subscriber units operating on the Edinburg system.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	0	0
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	5	5
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	969	969
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Subscriber units rebanded total	969	969
Entities operating on the system	0	0

**2. Reconfiguration Milestones:** Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	June 20, 2016		
Reconfiguration Planning			Completed
Reconfigure Subscriber Equipment			Est completion 9/30/16
Reconfigure Infrastructure Equipment			5
System Acceptance			5

**3. Implementation Plan:** See SOW

## 4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
<p><b>I. Subscriber Reconfiguration Services - First Touch</b>  ----- Subscriber -----  Radio Reconfiguration</p> <ul style="list-style-type: none"> <li>• Personality Development - 80 personalities, 1/2 hour each, done on-site, support testing (40hrs @ \$175.00 /hr = \$7,000.00)</li> <li>• Vehicle, Standard, Remote Mount (4 @ \$300.00 /unit = \$1,200.00)</li> </ul> <p>Radio Programming, Phase 1</p> <ul style="list-style-type: none"> <li>• Mobile Radio, Fixed Equipment, All Types (55 @ \$150.00 /unit = \$8,250.00)</li> <li>• Mobile Radio, Vehicle, Large Apparatus, All Types (36 @ \$125.00 /unit = \$4,500.00)</li> <li>• Mobile Radio, Vehicle, Motorcycle, Specialty (1 @ \$125.00 /unit = \$125.00)</li> <li>• Mobile Radio, Vehicle, Standard, All Types (257 @ \$85.00 /unit = \$21,845.00)</li> <li>• Portable Radio, All Types (552 @ \$75.00 /unit = \$41,400.00)</li> </ul> <p>Radio Programming, Phase 2</p> <ul style="list-style-type: none"> <li>• Mobile Radio, Fixed Equipment, All Types (55 @ \$150.00 /unit = \$8,250.00)</li> <li>• Mobile Radio, Vehicle, Large Apparatus, All Types (36 @ \$125.00 /unit = \$4,500.00)</li> <li>• Mobile Radio, Vehicle, Motorcycle, Specialty (1 @ \$125.00 /unit = \$125.00)</li> <li>• Mobile Radio, Vehicle, Standard, All Types (257 @ \$85.00 /unit = \$21,845.00)</li> <li>• Portable Radio, All Types (552 @ \$75.00 /unit = \$41,400.00)</li> <li>• Decommissioned Radio Collection (1hrs @ \$175.00 /hr = \$175.00)</li> </ul> <p>Travel and Living, Radio Reconfiguration</p> <ul style="list-style-type: none"> <li>• Airfare - 2 trips per technician, 5 persons (program, personalities) (10 @ \$1,150.00 /unit = \$11,500.00)</li> </ul>	(Vendor) Dailey & Wells Communications (DWC)	\$228,624.35

<ul style="list-style-type: none"> <li>• Vehicles - 1 car per two technicians, 60 days, two cars (100 @ \$125.00 /unit = \$12,500.00)</li> <li>• Lodging - Four persons, 60 days + personalities (245 @ \$108.79 /unit = \$26,653.55)</li> <li>• Meals - Four persons, 60 days + personalities (245 @ \$70.84 /unit = \$17,355.80)</li> </ul>		
<p><b>II. Infrastructure Reconfiguration - Services</b>          ----- Infrastructure -----  <b>Infrastructure Reconfiguration</b></p> <ul style="list-style-type: none"> <li>• Build Temporary Jumper Cables (4hrs @ \$175.00 /hr = \$700.00)</li> <li>• Site 1: Trunked, MultiSite, P25 3-channels (2 people at site, swap combiner, align and test site, 1 day) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Site 2: Trunked, MultiSite, EDACS, 7-channels (2 people at site, swap combiner, align and test site, 2 day) (32hrs @ \$175.00 /hr = \$5,600.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels Remove Site (2 people at site, swap combiner, align and test site, 1 day) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels re-install replacement site (2 people at site, swap combiner, align and test site, 2 days) (32hrs @ \$175.00 /hr = \$5,600.00)</li> <li>• Site 3: Trunked, MultiSite, EDACS, 5-channels ( Installation of the Site Controller, Receiver Multicoupler and Power Supplies into the pre-assembled replacement system provided by Sprint for the 5-channel backup EDACS system, and programming and alignment of the replacement site) (1 @ \$17,500.00 /unit = \$17,500.00)</li> <li>• Site 4: Trunked, SCAT Site, EDACS, 1-channel (1 person at site, align and test site) (4hrs @ \$175.00 /hr = \$700.00)</li> <li>• Site 5: Trunked, SCAT Site, EDACS, 1-channel (1 person at site, align and test site) (4hrs @ \$175.00 /hr = \$700.00)</li> </ul> <p>Expenses for Infrastructure Reconfiguration</p> <ul style="list-style-type: none"> <li>• Materials (Installation and consumable materials) (1 @ \$2,000.00 /unit =</li> </ul>	<p>(Vendor)          Dailey &amp; Wells          Communications          (DWC)</p>	<p>\$42,775.02</p>

<p>\$2,000.00)</p> <p>Travel and Living, Infrastructure Reconfiguration</p> <ul style="list-style-type: none"> <li>• Vehicles (1 car, 5 days on-site, travel to-from San Antonio) (10 @ \$100.00 /unit = \$1,000.00)</li> <li>• Lodging (2 persons, five days) (18 @ \$108.79 /unit = \$1,958.22)</li> <li>• Meals (2 persons, seven days) (20 @ \$70.84 /unit = \$1,416.80)</li> </ul>		
<p><b>III. Project Management, including on site supervision</b></p> <p>----- Professional Services -----</p> <p>--</p> <p>Labor</p> <ul style="list-style-type: none"> <li>• Project Manager - 4 hours per week for duration of project, 15 weeks (60hrs @ \$56.45 /hr = \$3,387.00)</li> <li>• Coordinator - Full time for duration of on-site work, 3 m, 168 hour/month (504hrs @ \$34.74 /hr = \$17,508.96)</li> <li>• Technician - Review radio personalities, 80 variations plus technical plans (56hrs @ \$34.74 /hr = \$1,945.44)</li> <li>• Accountant - Review invoices, payments, city labor hours (40hrs @ \$34.74 /hr = \$1,389.60)</li> </ul>	<p>(Incumbent) EDINBURG, CITY OF, TX PH II</p>	<p>\$24,231.00</p>
<p>----- Professional Services -----</p> <p>--</p> <ul style="list-style-type: none"> <li>• Project Manager - 3 months on-site plus planning, close-out, reports (504hrs @ \$175.00 /hr = \$88,200.00)</li> <li>• Database Manager - 2 months on-site plus prepare database and reports (80hrs @ \$175.00 /hr = \$14,000.00)</li> <li>• System Engineer - Review plans, RF Combiner and test procedures (40hrs @ \$175.00 /hr = \$7,000.00)</li> <li>• Inventory Control - Receive, inventory, distribute replacement/loaner equipment (20hrs @ \$175.00 /hr = \$3,500.00)</li> </ul> <p>Travel and Living, Professional Services</p> <ul style="list-style-type: none"> <li>• Airfare - 3 trips for PM, 2 for Database Manager (3 @ \$1,150.00 /unit = \$3,450.00)</li> <li>• Vehicles - 2 cars for on-site duration of 3 months PM, 2 months DB (90 @ \$100.00 /unit = \$9,000.00)</li> </ul>	<p>(Vendor) Dailey &amp; Wells Communications (DWC)</p>	<p>\$141,316.70</p>

<ul style="list-style-type: none"> <li>• Lodging - On-site duration of 2.5 months PM, 1.5 months DB (90 @ \$108.79 /unit = \$9,791.10)</li> <li>• Meals - On-site duration of 3 months PM, 2 months DB (90 @ \$70.84 /unit = \$6,375.60)</li> </ul>		
<p><b>IV. Testing</b></p> <p>----- Testing -----</p> <ul style="list-style-type: none"> <li>• Functional Performance Tests (1 day test of all sites, 2 technicians) (16hrs @ \$175.00 /hr = \$2,800.00)</li> <li>• Coverage Tests Includes pre- and post-rebanding tests, planning, reports, driving) (64hrs @ \$175.00 /hr = \$11,200.00)</li> <li>• Interference Monitoring (Includes planning, testing and analysis) (80hrs @ \$175.00 /hr = \$14,000.00)</li> </ul> <p>Travel and Living, Coverage Tests</p> <ul style="list-style-type: none"> <li>• Vehicles (POV, 8 days of driving including to/from location, twice) (6 @ \$100.00 /unit = \$600.00)</li> <li>• Lodging (1 person, 3 days, two times) (4 @ \$108.79 /unit = \$435.16)</li> <li>• Meals (1 person, 3 days, two times) (4 @ \$70.84 /unit = \$283.36)</li> </ul> <p>Travel and Living, Interference Monitoring</p> <ul style="list-style-type: none"> <li>• Vehicles (POV, 8 days of driving including to/from location, twice) (14 @ \$100.00 /unit = \$1,400.00)</li> <li>• Lodging (1 person, 3 days, two times) (13 @ \$108.79 /unit = \$1,414.27)</li> <li>• Meals (1 person, 3 days, two times) (13 @ \$70.84 /unit = \$920.92)</li> </ul>	<p>(Vendor) Dailey &amp; Wells Communications (DWC)</p>	<p>\$33,053.71</p>
<p><b>V. Contract, Legal and Regulatory Filings</b> (includes all third party tasks, including project management, travel)</p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• Review FRA and contracts (20hrs @ \$200.00 /hr = \$4,000.00)</li> </ul>	<p>(Incumbent) EDINBURG, CITY OF, TX PH II</p>	<p>\$4,000.00</p>
<p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• FRA Negotiations (20hrs @ \$350.00 /hr = \$7,000.00)</li> <li>• FCC licensing (4hrs @ \$350.00 /hr = \$1,400.00)</li> <li>• Implementation and Closing (71hrs @</li> </ul>	<p>(Vendor) Law Office of Matthew J. Plache</p>	<p>\$36,865.00</p>

<p>\$350.00 /hr = \$24,850.00)</p> <p>Travel and Living</p> <ul style="list-style-type: none"> <li>• Airfare (2 @ \$1,500.00 /unit = \$3,000.00)</li> <li>• Vehicles (3 @ \$75.00 /unit = \$225.00)</li> <li>• Lodging (2 @ \$120.00 /unit = \$240.00)</li> <li>• Meals (3 @ \$50.00 /unit = \$150.00)</li> </ul>		
<b>Amendment - 1 (New)</b>		
<b>Description of Work To Be Performed</b>	<b>Payee(separately identify Incumbent and each Vendor being paid for work performed)</b>	<b>Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)</b>
<p><b>VI. Subscriber Reconfiguration Services - First Touch</b></p> <p>----- Subscriber -----</p> <ul style="list-style-type: none"> <li>• Additional costs for updating the flash code on the required Incumbent's subscribers (604 units @ 0.25 hrs each @ \$150.00 /hr = \$22,650.00)</li> <li>• Additional travel expenses. (40 man days (4 persons x 10 days each)) (27 @ \$204.63 /unit = \$5,525.01)</li> </ul>	<p>(Vendor) Dailey &amp; Wells Communications (DWC)</p>	<p>\$28,175.01</p>
<p><b>VII. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel)</b></p> <p>----- Legal -----</p> <ul style="list-style-type: none"> <li>• Additional Legal fees (50hrs @ \$350.00 /hr = \$17,500.00)</li> </ul>	<p>(Vendor) Law Office of Matthew J. Plache</p>	<p>\$17,500.00</p>
<b>Amended Cost Totals:</b>		
EDINBURG, CITY OF, TX PH II	Incumbent	\$28,231.00
Dailey & Wells Communications (DWC)	Vendor	\$473,944.79
Law Office of Matthew J. Plache	Vendor	\$54,365.00
<b>Total Estimated Costs</b>		<b>\$556,540.79</b>

**Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C-1 are comparable to costs previously charged by each such vendor to Incumbent.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

# WAIVERS

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' to be Held on Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce. [Richard M. Hinojosa, City Manager]

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**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Chamber of Commerce was created in 1932 to lead the effort in advancing commerce and the quality of life in Edinburg and the region. The Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource.

The Edinburg Chamber of Commerce organizes a variety of successful events throughout the year, one of which is the 'Welcome Back Winter Texan Event & Expo' that provides a venue to promote the City and local businesses to the Winter Texan community, who have a huge economic impact in our community. The Edinburg Chamber of Commerce is requesting the waiver of rental fees for the Edinburg Activity Center to host their annual 'Welcome Back Winter Texan Event & Expo'. This event is scheduled for Thursday, November 17, 2016 from 8:30 a.m. to 6:00 p.m.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and Edinburg Chamber of Commerce will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the use of the Edinburg Activity Center for the 'Welcome Back Winter Texan Event & Expo' which will be held on Thursday, November 17, 2016, as Requested by the Edinburg Chamber of Commerce

**REVIEWED BY:**

**PREPARED BY:**

Dora M. Gonzalez

Â

Â

Â /s/ Richard M.  
Hinojosa

Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo  
Director of Finance

Â /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

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017. [Sonia Marroquin, Assistant City Manager]

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**STAFF COMMENTS AND RECOMMENDATION:**

The Edinburg Beef Club was established in 1949. The purpose of the Edinburg Beef Club is to assist any student who resides in and attends school in the City of Edinburg and is a member in good standings of an Edinburg based FFA or 4-H club. The assistance shall consist mostly of financial aid in the support of their animal project at the Edinburg Show.

The Edinburg Beef Club is requesting the waiver of rental fees for the Edinburg Activity Center for their Beef Club BBQ's. The events are scheduled for Friday, January 27, 2017 and Friday, April 21, 2017. The rental fee for non-profit resident organizations is \$350 per day.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and The Edinburg Beef Club will abide by all terms not specifically waived.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Waive Fees for the Use of the Edinburg Activity Center for the Edinburg Beef Club BBQ's on Friday, January 27, 2017 and Friday, April 21, 2017.

**REVIEWED BY:**

**PREPARED BY:**

Â Cindy Gutierrez,  
Administrative Assistant

Â /s/ Richard M.  
Hinojosa  
\_\_\_\_\_  
Richard M. Hinojosa  
City Manager

Â /s/Ascencion Alonzo  
\_\_\_\_\_  
Ascencion Alonzo  
Director of Finance

Â /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



Edinburg Beef Club

P.O. Box 2001

Edinburg, Texas

To whom it may concern:

The Edinburg Beef Club is requesting for the City of Edinburg to waive the fees for the Edinburg Activity Center, 123 E Palm Dr. Edinburg Texas 78541. The Edinburg Beef Club would like the following dates: January 27, 2017 & April 21, 2017. In an effort to have a successful event for the exhibitors and the clubs, we are seeking a sponsorship for the event.

Please help us support our YOUTH and EDUCATION today to ensure a successful tomorrow. If you wish to contribute, please contact the member who met with you. A letter of acknowledgement for your contribution will help make a difference in shaping the future of our youth. Please join us in making this a successful event for our youth, for they will be the ultimate benefactors of the event.

Thank you in advance,

Sincerely,

Frankie Joe Salinas

Edinburg Beef Club President

(956)219-3916

# APPOINTMENT

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Discuss and Consider Appointment to the City Advisory Board and Committee for the Following:

1. Planning and Zoning Commission, One Member

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

1. Planning and Zoning Commission, One Member

Present Member(s): Gilbert Enriquez

Applicant(s): Gilbert Enriquez, Benjamin Warsham, Juan Gama

Function: Hears application for rezoning, comprehensive plan amendments, special use permits, subdivision plans, and amendments to the Unified Development Code, and the City's Comprehensive Land Use Plan.

§ 32.01 Residence or Tax Paying Status Requirements for Membership.

(A) All members of boards, councils, commissions and committees created pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

(B) Any member of a board, council, commission or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, commission or committee.

§ 32.02 Appointment of Members; Filling Vacancy.

(A) Except as otherwise provided by federal law, state constitution, state statute or the city charter, all appointments to boards, councils, commissions and committees of the city shall be made by the City Council.

(B) Any vacancy, for whatever reason, in and during the unexpired term of an appointed member of any board, council, commission, or committee of the city shall be filled by the City Council in the same manner as the original appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for

purposes authorized by Resolution.

**RECOMMENDATION:**

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

**REVIEWED BY:**

**PREPARED BY:**

Â Timoteo Sena,  
Administrative Specialist

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

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

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

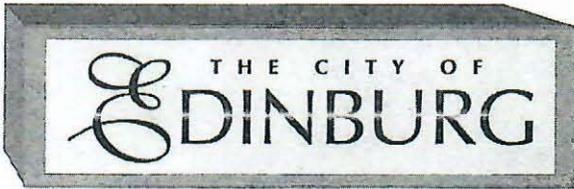
Richard Molina  
Mayor Pro-Tem

J. R.  
Betancourt  
Councilmember

Richard H. Garcia  
Mayor

Homer Jasso, Jr.  
Councilmember

David Torres  
Councilmember



APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: GILBERT ENRIQUETA DATE: 9/9/16

PHYSICAL ADDRESS: 3015 SUNSET DR. EDINBURG, TEXAS

CONTACT NO.'S: 956. 993. 0178 E-MAIL: genriquezdecongroup.us

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 20 YRS

\*OCCUPATION/COMPANY NAME: E-COW GROUP, LLC

\*BOARD/COMMITTEE PREFERENCE: PLANNING & ZONING REAPPOINTMENT

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: P&Z FOR 3 YRS

\*EXPERIENCE/HISTORY CONT.'D:

\*Please Note: This information is required to consider the application complete.

FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.

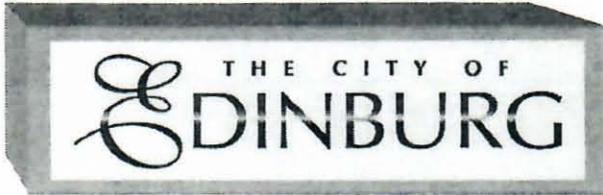
Address: 415 W. University, Edinburg Tx 78541 P.O. Box 1079, Edinburg, Tx 78540 Telephone: 956-388-1851 Facsimile: 956-381-0468 Email: citysec@cityofedinburg.com

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

Table with 3 columns for 'For Office Use Only' containing fields for Appointed To, Appointment Date, and Term Expires On.

THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED. Appointments to the City Advisory Boards & Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

PUBLIC INFORMATION DISCLOSURE: Applicant information is subject to the Public Information Act.



## APPLICATION TO SERVE ON A CITY OF EDINBURG ADVISORY BOARD & COMMITTEE

NAME: Benjamin Worsham DATE: 9/9/16

PHYSICAL ADDRESS: 2412 Garza St. EDINBURG, TEXAS \_\_\_\_\_

CONTACT NO.'S: (956) 207-4040 E-MAIL: Ben.worsham@hotmail.com

LENGTH OF RESIDENCY IN THE CITY OF EDINBURG: 20+ years

\*OCCUPATION/COMPANY NAME: Engineer / City of McAllen WK Engineering

\*BOARD/COMMITTEE PREFERENCE: 10K / Any Available

\*BD./COMMITTEE FUNCTION EXPERIENCE/HISTORY: Hidalgo County Commute Rail Board member  
(non-active board)

\*EXPERIENCE/HISTORY CONT.'D: Bridge/Decks

**\*Please Note: This information is required to consider the application complete.**

**FOR QUESTIONS OR SUBMIT AN APPLICATION CONTACT THE CITY OF EDINBURG-CITY SECRETARY DEPT.**

Address: 415 W. University, Edinburg Tx 78541 ■ P.O. Box 1079, Edinburg, Tx 78540  
 Telephone: 956-388-1851 ■ Facsimile: 956-381-0468 ■ Email: [citysec@cityofedinburg.com](mailto:citysec@cityofedinburg.com)

The Code of Ordinances Ch. 32: Advisory Boards & Committees states an applicant must reside in the Edinburg city limits and/or be a non-resident tax-paying property owner of the City but reside within its extraterritorial jurisdiction (ETJ) of the city in order to qualify to serve.

<i>For Office Use Only</i>	<i>For Office Use Only</i>	<i>For Office Use Only</i>
Appointed To: _____	Appointed To: _____	Appointed To: _____
Appointment Date: _____	Appointment Date: _____	Appointment Date: _____
Term Expires On: _____	Term Expires On: _____	Term Expires On: _____

**THE APPLICATION WILL BE KEPT ON FILE FOR ONE (1) YEAR BEGINNING THE DATE SUBMITTED**  
 Appointments to the City Advisory Boards & Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements.

**PUBLIC INFORMATION DISCLOSURE:**  
 Applicant information is subject to the Public Information Act.



**APPLICATION TO SERVE ON A  
CITY OF EDINBURG  
CITY ADVISORY BOARD & COMMITTEE**

NAME: Juan GAMA DATE: 9.12.2016  
ADDRESS: 4216 Stillwater Cove PHONE: (956) 340-2811  
Edinburg, TX 78542 E-MAIL: gamaju@hotmail.com

**OCCUPATION / COMPANY NAME:**

PROPERTY Portfolio Manager @ Wells Fargo

**BOARD/COMMITTEE PREFERENCE:**

Planning & Zoning Commissioners

**LENGTH OF RESIDENCY IN EDINBURG:**

3 years

**APPLICANT MUST:**

*Reside in city limits and/or be a nonresident tax-paying property owner of the City but residing within its extraterritorial jurisdiction of the city in order to qualify to serve.*

*CITY OF EDINBURG CODE OF ORDINANCES CH 32 ADVISORY BOARDS AND COMMITTEES SEC 32.01*

**SUBMIT APPLICATION TO THE CITY OF EDINBURG – CITY SECRETARY DEPARTMENT**

Via Hand Delivery At: 415 W. University Drive Edinburg Texas 78541

Via Mail Delivery At: P.O. Box 1079 Edinburg Texas 78540

Via Fax simile At: 956-381-0468

Via Email At: [citysec@ci.edinburg.tx.us](mailto:citysec@ci.edinburg.tx.us)

**PUBLIC INFORMATION DISCLOSURE:** PLEASE NOTE IF APPOINTED. APPLICANT INFORMATION SUBMITTED TO THE CITY OF EDINBURG IS SUBJECT TO THE PUBLIC INFORMATION ACT. THEREFORE, CAN BE RELEASED FOR AN OPEN RECORDS REQUEST.

**QUESTIONS? CONTACT:** Tel: 388-1851, Fax: 381-0468 or Email: [citysec@ci.edinburg.tx.us](mailto:citysec@ci.edinburg.tx.us)



**PLEASE NOTE: APPLICATION VALID FOR ONLY  
1 YEAR BEGINNING DATE SUBMITTED**

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

# BUDGET

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

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

1. General Fund: FROM Supplies TO Contractuals, in the Amount of \$6,000. [Leo Gonzales, Director of Information Technology]
2. General Fund: FROM Professional Services TO Office Equipment & Furniture; and Office Supplies, in the Amount of \$800. [Myra L. Ayala Garza City Secretary]
3. General Fund: FROM Rents & Contractuals TO Other, in the Amount of \$11,000. [David White, Chief of Police]
4. General Fund: FROM Food; Motor Vehicles Fuel, Oil, Etc.; Janitorial; Office Equipment & Furniture; Training School; Equipment; Machines & Equipment; Building & Structures; Communications; Printing; Professional Services; Rents & Contractuals; and Other TO Overtime; Insurance; Seniority; Certification; and Taxes, in the Amount of \$145,000. [Shawn M. Snider, Fire Chief]
5. General Fund: FROM Motor Vehicles; Building; and Equipment TO Group Insurance; and Taxes, in the Amount of \$9,900. [Joe Filoteo, Director of Parks & Recreation]
6. General Fund: FROM Communications; Utilities; Membership Dues, Subscr; Printing; Professional Services; Rents & Contractuals; Chemicals-Medical & Lab; and Promotional Supplies TO Part-Time Wages, in the Amount of \$75,000. [Joe Filoteo, Director of Parks & Recreation]
7. General Fund: FROM Travel Training, Meetings TO Office Supplies; Wearing Apparel; and Office Equipment & Furniture, in the Amount of \$3,000. [Ascencion Alonzo, Director of Finance]
8. General Fund: FROM Streets and Alleys TO Longevity; Salaries; Group Insurance; Disability Insurance; Communications; Taxes; and Retirement, in the Amount of \$45,100. [Ascencion Alonzo, Director of Finance]
9. General Fund: FROM Land TO Transfer Out Construction Fund, in the Amount of \$36,000. [Ponciano Longoria, P.E., C.F.M., Director of Public Works]
10. Utility Fund: FROM Professional Services TO Machines & Equipment, in the Amount of \$10,000. [Arturo Martinez, Director of Utilities]
11. Solid Waste Management Fund: FROM Professional Services TO Motor Vehicles, in the Amount of \$25,000. [Ramiro Gomez, Director of Solid Waste Management]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

**RECOMMENDATION:**

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

**REVIEWED BY:**

**PREPARED BY:**

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

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



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

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER										AMOUNT						
1	PROFESSIONAL SERVICES	0	1	-	5	0	5	5	-	0	4	8	0	0	-	0	0	\$800.00
2				-					-									
3				-					-									
4				-					-									
5				-					-									
6				-					-									
7				-					-									
Total																	\$800.00	

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER										AMOUNT						
1	OFFICE EQUIP & FURNITURE	0	1	-	5	0	5	2	-	0	4	4	0	0	-	0	0	\$250.00
2	OFFICE SUPPLIES	0	1	-	5	0	5	2	-	0	4	3	0	0	-	0	0	\$550.00
3				-					-									
4				-					-									
5				-					-									
6				-					-									
7				-					-									
Total																	\$800.00	

EXPLANATION: Transfer of Funds to cover expenses for OFFICE EQUIPMENT/FURNITURE & OFFICE SUPPLIES

\*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

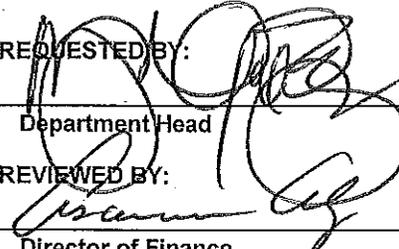
No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

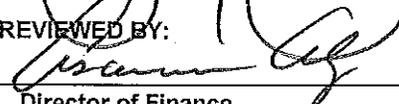
APPROVED BY:

1.   
 Department Head

9/30/16

3. \_\_\_\_\_  
 City Manager

REVIEWED BY:

2.   
 Director of Finance

9/30/16

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

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

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

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
CONTRACTUAL -RENTS & CONTRA	0 1 - 5 1 1 5 - 0 4 8 1 0 - 0 0	11,000.00
	Total	11,000.00

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
	*	
SUPPLIES-OTHER	0 1 - 5 1 1 2 - 0 4 3 9 0 - 0 0	\$ 11,000.00
	Total	\$ 11,000.00

**EXPLANATION:**

**FUNDS ARE NEED TO PURCHASE OUT DOOR THEATER FOR PUBLIC OUTREACH PROGRAMS**

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

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

**REQUIRES CITY COUNCIL APPROVAL**

YES  No

**ROUTE AS NUMBERED**

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature] 09/20/16  
Department Head

3. [Signature] 9/21/16  
City Manager

REVIEWED BY:

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

2. [Signature] 9/21/16  
Director of Finance

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





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

**TRANSFER FROM:**

ACCOUNT TITLE	ACCOUNT NUMBER													AMOUNT				
COMMUNICATIONS	0	1	-	5	3	3	5	*	-	0	4	7	5	0	-	0	0	8,500
UTILITIES	0	1	-	5	3	3	5	*	-	0	4	7	6	0	-	0	0	4,500
MEMBERSHIP DUES, SUBSCR	0	1	-	5	3	3	5	*	-	0	4	7	8	0	-	0	0	9,000
PRINTING	0	1	-	5	3	3	5	*	-	0	4	7	9	0	-	0	0	5,200
PROFESSIONAL SERVICES	0	1	-	5	3	3	5	*	-	0	4	8	0	0	-	0	0	12,000
RENTS & CONTRACTUALS	0	1	-	5	3	3	5	*	-	0	4	8	1	0	-	0	0	5,000
CHEMICALS-MEDICAL & LAB	0	1	-	5	3	3	2	*	-	0	4	3	8	0	-	0	0	13,800
PROMOTIONAL SUPPLIES	0	1	-	5	3	3	2	*	-	0	4	4	2	2	-	0	0	17,000
<b>Total</b>													<b>75,000</b>					

**TRANSFER TO:**

ACCOUNT TITLE	ACCOUNT NUMBER													AMOUNT				
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	8,500
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	4,500
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	9,000
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	5,200
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	12,000
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	5,000
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	13,800
PART TIME WAGES	0	1	-	5	3	3	1	*	-	0	4	1	3	0	-	0	0	17,000
<b>Total</b>													<b>75,000</b>					

Transfers needed to cover expenditures - END OF THE FISCAL YEAR 2015/2016.

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

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

1. Joe Fuchs  
Department Head

DATE:

9/26/16

APPROVED BY:

3. [Signature]  
City Manager

9/27/16

REVIEWED BY:

2. [Signature]  
Director of Finance

DATE ENTERED:

   /   /   

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





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

TRANSFER FROM:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
LAND.	* 0 1 - 5 0 6 6 - 0 4 8 7 0 - 0 0	36,000
		-
		-
		-
		-
		-
		-
		-
	Total	36,000

TRANSFER TO:

ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
TRANSFER OUT CONST. FD (56)	* 0 1 - 5 8 0 7 - 0 4 5 2 5 - 0 0	36,000
		-
		-
		-
		-
		-
		-
		-
	Total	36,000

**EXPLANATION: TRANSFER OF FUNDS REQUIRED TO TRANSFER FUNDS TO CONSTRUCTION FUND (56) FOR EAST SH 107  
 MEDIAN PROJECT RIGHT OF WAY ACQUISITION.**

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

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

No

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]  
 Department Head

9/30/16

3. \_\_\_\_\_  
 City Manager

REVIEWED BY:

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

2. [Signature]  
 Director of Finance

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

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

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER											AMOUNT					
1	Professional Services	0	2	-	5	7	3	5	-	0	4	8	0	0	-	0	0	\$10,000
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
<b>TOTAL</b>															<b>\$10,000</b>			

TO:

ACCOUNT TITLE		ACCOUNT NUMBER											AMOUNT					
1	Machines & Equipment	0	2	-	5	7	3	4	-	0	4	5	6	0	-	0	0	\$10,000
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
<b>TOTAL</b>															<b>\$10,000</b>			

**EXPLANATION:** Transfers are being requested to cover the remainder of the FY 2015-2016 due to an emergency repair needed for a Orbal Treatment Plant (WWTP) main breaker that burnt out.

\*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:

DATE:

APPROVED BY:

1. [Signature] 9/23/16  
Department Head

3. [Signature] 9/27/16  
City Manager

REVIEWED BY:

DATE ENTERED:

2. [Signature] 9/26/2016  
Director of Finance

\_\_\_\_/\_\_\_\_/\_\_\_\_



# CONSENT AGENDA

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**OCTOBER 04, 2016**

Consider Approval of City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting. [Myra L. Ayala Garza, City Secretary]

\*\*\*\*\*

**STAFF COMMENTS AND RECOMMENDATION:**

The City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions notes that “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

The Mayor signs the Minutes of the City Council Meetings for historical purposes. The Minutes are attested by the City Secretary.

Staff is presenting the following minutes for City Council's consideration:

February 04, 2014, February 18, 2014, April 15, 2014, May 06, 2014, June 03, 2014, June 17, 2014, July 01, 2014, July 15, 2014, August 06, 2014, August 19, 2014, September 02, 2014, September 16, 2014, October 07, 2014, October 21, 2014, November 05, 2014, November 18, 2014, and December 02, 2014 Regular Meetings; May 02, 2007, and December 09, 2014 Special Meetings; and August 19, 2014 Special Joint Meeting.

**RECOMMENDATION:**

Approve City Council Minutes for 2014 Regular and Special Meetings; and a 2007 Special Meeting.

**REVIEWED BY:**

**PREPARED BY:**

Â Clarice Y. Balderas,  
Administrative Assistant

Â /s/ Richard M.

Hinojosa

Richard M. Hinojosa

City Manager

/s/Myra L. Ayala Garza

Myra L. Ayala Garza

City Secretary

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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Richard H. Garcia  
Mayor

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Homer Jasso, Jr.  
Councilmember

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David Torres  
Councilmember