



**NOTICE OF THE REGULAR MEETING OF
THE CITY OF SAN BENITO CITY COMMISSION
JANUARY 20, 2026
5:30 PM**

**SAN BENITO MUNICIPAL BUILDING
CESAR GONZALEZ MEETING HALL
401 NORTH SAM HOUSTON BOULEVARD
SAN BENITO, TEXAS 78586**

During the course of this meeting, the City Commission may retire into Executive Session under Texas Government Code Section 551.071 (2) to consult with its legal counsel on legal matters relating to any item on this agenda when the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. The City Commission reserves the right to consider and address any of the items in this agenda in any order during the meeting.

CALL TO ORDER:

1. Roll call and possible action on the excusing of any absent member of the governing board.
2. Pledge of Allegiance to the U.S. Flag and to the Texas Flag.
3. Invocation.

ANNOUNCEMENT(S)

PUBLIC COMMENTS (Speaker remarks limited to three minutes)

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

PRESENTATION(S)

- Presentation of the City Manager's Report.

PUBLIC HEARING(S)

1. Public Hearing on a request for a Voluntary De-annexation of a property located at 29426 Resaca Drive, bearing a Legal Description: Being Lot 1, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: Luis M. Garza (applicant memorandum dated December 4, 2025 on record). A portion of the property lies within the City of San Benito Corporate Limits, and a portion lies in the City of San Benito Extra Territorial Jurisdiction, as depicted in the City-prepared location and 200-foot radius map.
2. Public Hearing on a request to rezone a property located at the intersection of Cesar Gonzalez Parkway and FM 510 bearing a Legal Description: Being 6.591 acres of land of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicants: Julian and Alma Delgado.
3. Public Hearing on a request to rezone a property located at 251 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.007 acres of land out of Block 6, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map Records of Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Rodolfo Lopez.
4. Public Hearing on a request to rezone a property located at 734 Whitney Street bearing a Legal Description: Lots Number One (1) and Two (2), in Block Number One (1) in Whitney Subdivision Number Two (2), Cameron County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 19, Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Reymundo Martinez.

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. Consideration and possible action to approve the minutes of the November 21, 2025 City of San Benito Special City Commission Meeting and the December 16, 2025 City of San Benito Regular City Commission Meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1. First Reading of Ordinance Number 2252-AT-020326, to approve a Voluntary De-annexation of a property located at 29426 Resaca Drive, bearing a Legal Description: Being Lot 1, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: Luis M. Garza (applicant memorandum dated December 4, 2025 on record).
2. First Reading of Ordinance Number 2252-AU-020326, a request to approve a rezone for a property located at the intersection of Cesar Gonzalez Parkway and FM 510 bearing a Legal Description: Being 6.591 acres of land of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business".
3. First Reading of Ordinance Number 2252-AV-020326, a request to rezone a property located at 251 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.007 acres of land out of Block 6, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map Records of Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Rodolfo Lopez.
4. First Reading of Ordinance Number 2252-AW-020326, a request to rezone a property located at 734 Whitney Street bearing a Legal Description: Lots Number One (1) and Two (2), in Block Number One (1) in Whitney Subdivision Number Two (2), Cameron County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 19, Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Reymundo Martinez.
5. Consideration and possible action to ratify contracts and payment of five invoices totaling \$15,229.32 to American Electric Power (AEP) for new streetlight installations on Shafer Road, Zillock Road, and Yost Road, and streetlight upgrades on Robertson Road and Shafer Road.
6. Consideration and possible action to approve an agreement between Toshiba and the City of San Benito for the purchase of one (1) Brother MFC-EX915DW copier in the amount of \$1,459.15, with an associated monthly service fee of \$51.60, for the San Benito Police Department Communications Center.
7. Consideration and possible action to approve an Artwork Loan Agreement between the artist Ray Smith and the City of San Benito for the solo exhibition, *The Architecture of Vulnerability*, opening February 19 through May 23, 2026, at the San Benito Cultural Heritage Museum located at 250 East Heywood Street, San Benito, Texas 78586.
8. Consideration and possible action to approve the Amended Subrecipient Agreement between the City of San Benito and the Community Development Corporation of Brownsville for the administration of Community Development Block Grant-CV (CDBG-CV) funds.



EXECUTIVE SUMMARY

REQUEST:

Presentation of the City Manager's Report.

RECOMMENDATION:

City Manager provides information to keep the City Commission abreast of City-related issues.

RATIONALE:

The City Manager's Report provides the City Commission with an update on current operations, ongoing projects, policy initiatives, and matters of administrative significance. This presentation supports informed decision-making, promotes transparency, and ensures the City Commission remains apprised of developments affecting city services, finances, and strategic priorities.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Public Hearing on a request for a Voluntary De-annexation of a property located at 29426 Resaca Drive, bearing a Legal Description: Being Lot 1, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: Luis M. Garza (applicant memorandum dated December 4, 2025 on record). A portion of the property lies within the City of San Benito Corporate Limits, and a portion lies in the City of San Benito Extra Territorial Jurisdiction, as depicted in the City-prepared location and 200-foot radius map.

RECOMMENDATION:

Public Hearing, No Action.

RATIONALE:

A Public Hearing Notice was published in the San Benito News on December 26, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

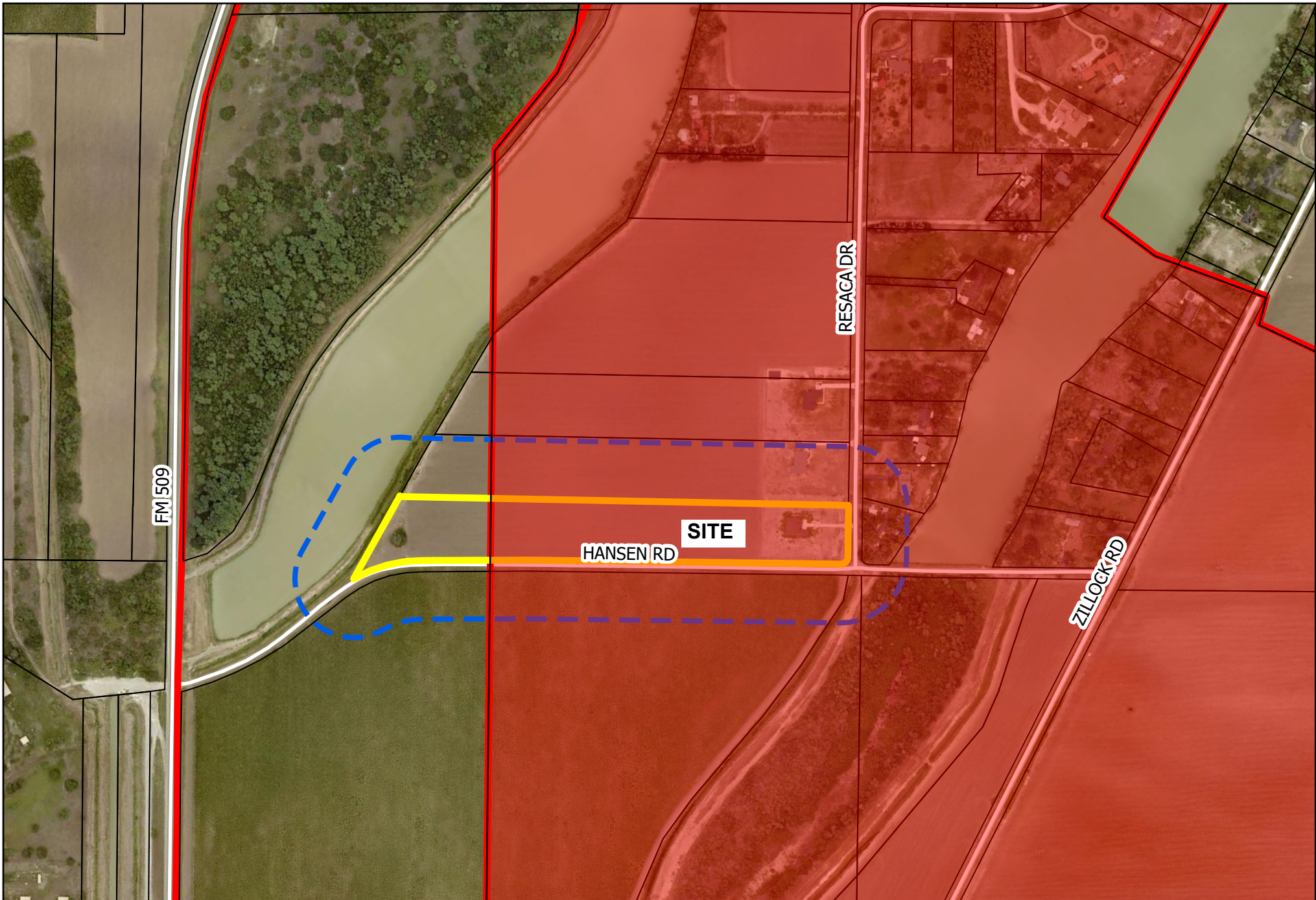
200' Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

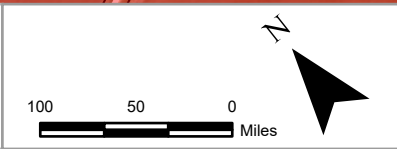
01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



200' Radius Map
29426 Resaca Dr.
Voluntary De-Annexation



- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS
- STREETS
- COSB_ETJ

**PUBLIC
NOTICES**

**PUBLIC
NOTICES**

**PUBLIC
NOTICES**

CITY OF SAN BENITO NOTICE OF PUBLIC HEARING

The City of San Benito City Commission will conduct a Regular Meeting to consider the following item in a Public Hearing on Tuesday, January 20, 2026, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following request:

Voluntary De-Annexation:

Notice of a Public Hearing: To consider the Voluntary De-annexation of a property located at 29426 Resaca Drive, bearing a Legal Description: Being Lot 1, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: Luis M. Garza (applicant memorandum dated December 4, 2025 on record).

A portion of the property lies within San Benito's corporate limits, and a portion lies in the City's ETJ, as depicted in the City-prepared location and 200-foot radius map.

All interested persons are invited to attend and be heard. Public Comments may be submitted prior to 5:15 p.m. to the City Secretary.

Se invita a todas las personas interesadas a asistir y ser escuchadas. Los comentarios públicos pueden ser enviados a la Secretaria de la Ciudad antes de las 5:15 p.m

(12-26-25)



EXECUTIVE SUMMARY

REQUEST:

Public Hearing on a request to rezone a property located at the intersection of Cesar Gonzalez Parkway and FM 510 bearing a Legal Description: Being 6.591 acres of land of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicants: Julian and Alma Delgado.

RECOMMENDATION:

Public Hearing. No Action.

RATIONALE:

A Public Hearing Notice was published in the San Benito News on December 26, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



200' Radius Map
Cesar Gonzales Pkwy & FM 510
Rezone from LI to C-2

PUBLIC NOTICES

PUBLIC NOTICES

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CITY OF SAN BENITO NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Special Meeting to consider the following items in a Public Hearing on Thursday, January 8, 2026 at 5:30 p.m. In addition, the San Benito City Commission will consider the same items, in a Public Hearing on Tuesday, January 20, 2026, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following requests:

Rezones:

Public Hearing: To solicit input regarding a request to rezone a property located at the intersection of Cesar Gonzalez Parkway and FM 510 bearing a Legal Description: Being 6.591 acres of land out of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicants: Julian and Alma Delgado.

Public Hearing: To solicit input regarding a request to rezone a property located at 251 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.007 acres of land out of Block 6, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map Records of Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Rodolfo Lopez.

Public Hearing: To solicit input regarding a request to rezone a property located at 734 Whitney Street bearing a Legal Description: Lots Number One (1) and Two (2), in Block Number One (1) in Whitney Subdivision Number Two (2), Cameron County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 19, Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Reymundo Martinez.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information, please call the Planning Department at (956) 361-3800 Ext. 405.

El publico esta invitado a atender y expresar su apoyo o oposicion para la solicitud. Si desea informacion en español, por favor de llamar al Departamento de Planificación de la ciudad de San Benito a (956) 361-3800 Ext. 405.

(12-26-25)



EXECUTIVE SUMMARY

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RECOMMENDATION:

Public Hearing. No Action.

RATIONALE:

A Public Hearing Notice was published in the San Benito News on December 26, 2025. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

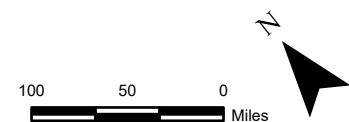
Fred R. Sandoval

Fred Sandoval
City Manager



San Benito
 THE SOUL OF SOUTH TEXAS
 GIS Map Disclaimer:
 This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.
 Drawn by: KC

**200' Radius Map
 251 Cesar Gonzales Pkwy
 Rezone from LI to C-2**



- Legend**
- PROPERTY LINES
 - 200' RADIUS
 - CCAD_COSB_PARCELS
 - COSB_CITY_LIMITS_243
 - STREETS

PUBLIC NOTICES	PUBLIC NOTICES	PUBLIC NOTICES
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(12-26-25)



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RECOMMENDATION:

Public Hearing. No Action.

RATIONALE:

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BUDGET IMPACT:

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

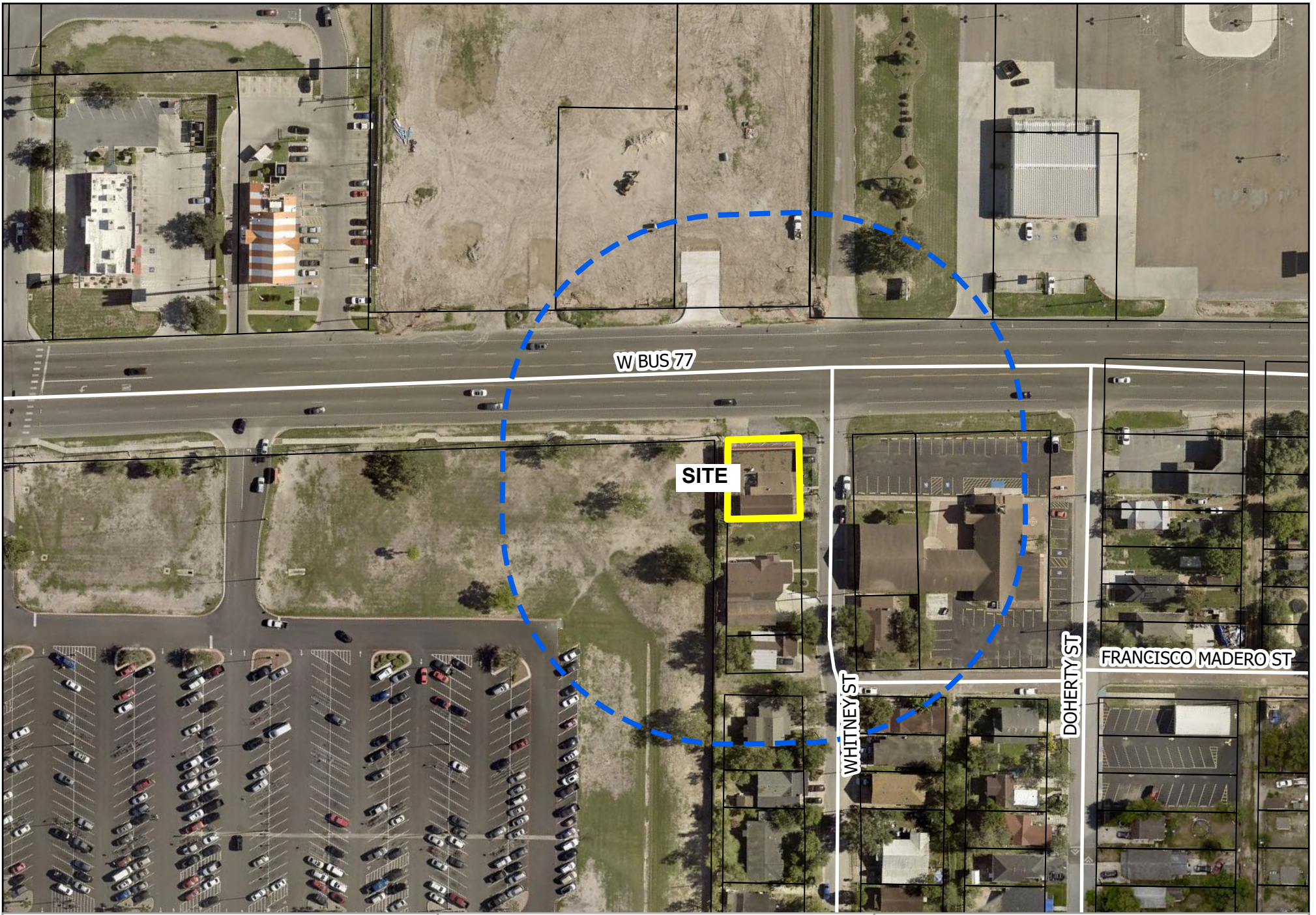
200 Foot Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

Fred R. Sandoval

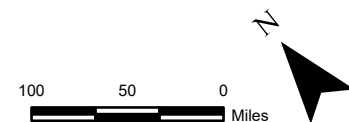
Fred Sandoval
City Manager



GIS Map Disclaimer:
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Drawn by: KC

**200' Radius Map
743 Whitney St.
Rezone from SF-1 to C-2**



- Legend**
- PROPERTY LINES
 - 200' RADIUS
 - CCAD_COSB_PARCELS
 - STREETS

PUBLIC NOTICES

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CITY OF SAN BENITO NOTICE OF PUBLIC HEARING

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Rezones:

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(12-26-25)



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the minutes of the November 21, 2025 City of San Benito Special City Commission Meeting and the December 16, 2025 City of San Benito Regular City Commission Meeting.

RECOMMENDATION:

City Administration recommends approval.

RATIONALE:

Upon approval of the minutes, they will be archived in a permanent docket.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS:

Minutes Nov 21 2025 SCCM

Minutes-December 16 2025 - RCCM

PREPARED BY: Ruth McGinnis
City Secretary

01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



MINUTES OF THE CITY OF SAN BENITO SPECIAL CITY COMMISSION MEETING

On November 21, 2025, the City Commission convened for a Special City Commission Meeting at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, 401 North Sam Houston Boulevard, San Benito, Texas.

City Commission Members Present: Ricardo Guerra, Mayor; Tom Goodman, Mayor Pro Tem; Deborah A. Morales, Commissioner, Place 2; Pete A. Galvan, Commissioner Place 3 Jose E. Navarro, Commissioner Place 4.

Commissioner Pete A. Galvan arrived at 12:19 pm

City Administration Personnel Present: Fred Sandoval, City Manager, Diana C. Garza, City Secretary, Ruth McGinnis, Neftali Vilchis, Assistant to City Secretary, Eric Flores, Attorney.

Javier Villalobos, City Attorney, not present.

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 12:04 p.m., confirming a quorum.

ITEM 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TO THE TEXAS FLAG.

All present recited the pledge of allegiance to the U.S. Flag and to the Texas Flag.

ITEM 3. INVOCATION.

Mayor Pro Tempore Tom Goodman led the invocation.

PUBLIC COMMENTS (Speakers/Remarks limited to three minutes).

Ruth McGinnis, City Secretary, announced there were no citizens registered to speak at the Public Comments portion of the meeting.

At this time, the City Commission stepped into Executive Session at 12:06 p.m., to discuss the following Agenda Item.

EXECUTIVE SESSION:

1. CONSULTATION WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE §551.071:
 - DISCUSSION ON VARCO REAL ESTATE SAN BENITO, LLC V. CITY OF SAN BENITO, TEXAS, CAUSE NUMBER 2025-DCL-03735

Upon Conclusion of Executive Session, Mayor Ricardo Guerra convened the Regular Meeting at 1:10 p.m.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

1. CONSULTATION WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE §551.071:
 - DISCUSSION ON VARCO REAL ESTATE SAN BENITO, LLC V. CITY OF SAN BENITO, TEXAS, CAUSE NUMBER 2025-DCL-03735

No Action Taken.

ADJOURNMENT.

There being no further business to come before the Commission, upon duly made motion [Mayor Ricardo Guerra](#) announced ADJOURNMENT AT 1:11 P.M.

CITY OF SAN BENITO

HONORABLE RICARDO GUERRA
MAYOR

ATTEST:

RUTH MCGINNIS
CITY SECRETARY



MINUTES OF THE CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING

On December 16, 2025, the City Commission convened for a Regular City Commission Meeting at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, 401 North Sam Houston Boulevard, San Benito, Texas.

City Commission Members Present: Ricardo Guerra, Mayor; Tom Goodman, Mayor Pro Tem; Deborah A. Morales, Commissioner, Place 2; Jose E. Navarro, Commissioner Place 4; Attorney Shelly Smith, in place of Attorney Eric Flores.

City Commission Members Absent: Pedro A. Galvan, Commissioner, Place 3, City Attorney Javier Villalobos, and Attorney Eric Flores.

City Administration Personnel Present: Fred Sandoval, City Manager; Ruth McGinnis, City Secretary.

City Administration Personnel Absent: Diana C. Garza, Assistant City Manager.

ITEM 1. WELCOME.

[Mayor Ricardo Guerra](#) called the meeting to order at 5:30 p.m., confirming a quorum.

ITEM 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TO THE TEXAS FLAG.

[All present](#) recited the pledge of allegiance to the U.S. Flag and to the Texas Flag.

ITEM 3. INVOCATION.

[Mayor Pro Tempore Tom Goodman](#) led the invocation.

At this time, [Mayor Ricardo Guerra](#) requested to go into Executive Session.

The City Commission stepped into Executive Session at 5:32 p.m., to discuss the following agenda item.

EXECUTIVE SESSION:

1. **ATTORNEY CONSULTATION PURSUANT TO SECTION §551.071(1) AND (2), TEXAS GOVERNMENT CODE FOR LEGAL ADVICE AND COUNSEL IN CONNECTION WITH THE LAWSUIT STYLED AND NUMBERED JULIAN RIOS V CITY OF SAN BENITO ET AL, CAUSE NO. 2024-DCL-06091; 197TH DISTRICT COURT, CAMERON COUNTY, TEXAS.**

The item listed in Executive Session was discussed during the Executive Session and a certified agenda was kept.

Upon Conclusion of Executive Session, [Mayor Ricardo Guerra](#) reconvened the Regular Meeting at 5:40p.m.

POSSIBLE ACTION ON ANY ITEMS AS DISCUSSED IN EXECUTIVE SESSION

1. CONSIDERATION AND POSSIBLE ACTION REGARDING THE LAWSUIT STYLED AND NUMBERED JULIAN RIOS V CITY OF SAN BENITO ET AL, CAUSE NUMBER 2024-DCL-06091; 197TH DISTRICT COURT, CAMERON COUNTY, TEXAS.

Mayor Ricardo Guerra announced No Action.

ANNOUNCEMENT(S)

1. PRESENTATION OF CERTIFICATES OF APPRECIATION TO MEMBERS OF THE MEANINGFUL YOUTH AND PARENTS ADVOCATES, AND ACCEPTANCE OF A DONATION TO THE CITY OF SAN BENITO PUBLIC LIBRARY.

Mr. Victor Gonzalez, addressed the City Commission and advised that a group of children raised funds to donate to the Children's Section of the San Benito Public Library. Library Director Augustin Carrera stated the donation will be used to update children's furniture, artwork, and interactive games. Mrs. Marisela Gonzalez shared that the children select an annual community fundraising project and expressed pride in their efforts and appreciation for the parents' support.

Mayor Ricardo Guerra and City Commission presented the children Certificates of Appreciation and accepted a donation to the City of San Benito Public Library.

Commissioner Deborah Morales announced the Christmas Parade Winners Trophies, the San Benito Police Department Toy Giveaway.

Mayor Ricardo Guerra thanked the public for donating to the Salvation Army Mayor's Challenge this weekend.

PUBLIC COMMENTS (Speakers/Remarks limited to three minutes).

Ruth McGinnis, City Secretary, announced the following signed up to speak during the Public Comments portion of the meeting:

Mr. Francisco Galindo, property owner at 1123 8th Street, questioned why is AEP allowed to install batteries at their substation at 1401 East 8th Street, when other companies were denied. A year ago, he leased property to a company that was going to install batteries, but they were denied by the City.

Mr. Roberto Ramirez, citizen, concerned about tree maltreatment at different City parks, including improper pruning and replacing trees.

Mr. Eddie Loa, citizen, expressed his concern with the San Benito Police Department concerning Sergeant De La Garza, Badge 158 and Officer Luna, Badge 1803 failure to follow proper protocol with ongoing issues with his neighbor. Hold all officers, regardless of rank, to the same professional and ethical standards.

Ms. Sharon Cisneros, citizen, agenda item number seven, what will the de-annexation of the 1.420 acres located at 29376 Resaca mean for her. What is being built, she thought was considered outside city limits, is she annexed into city.

PRESENTATIONS

1. PRESENTATION OF THE CITY MANAGER'S REPORT.

Fred Sandoval, City Manager, thanked all employees and the public that came out for the Christmas Parade and Tree Lighting, it was a successful event. Mr. Sandoval recognized Ms. Dianne Zapata, Receptionist, as the employee of the month. She is the first point of contact via phone or in person and she is a professional who goes above and beyond providing customer service. He also advised the City will be closed next week on Wednesday and Thursday for Christmas and same for the New Year Holiday.

2. PRESENTATION AND DISCUSSION OF THE CITY OF SAN BENITO BRAND LAUNCH INITIATIVE.

[Mayor Ricardo Guerra](#) announced no presentation at this time.

PUBLIC HEARING(S)

[Fred Sandoval, City Manager](#), read the Public Hearings Items 1 through 8 for the record.

At this time, [Mayor Ricardo Guerra](#) opened the Public Hearings at 6:09 p.m.

1. **PUBLIC HEARING ON A VOLUNTARY ANNEXATION OF A PROPERTY LOCATED NEAR THE INTERSECTION OF PENNSYLVANIA AVENUE AND MCCULLOCH STREET BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.23 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: HUGO YANEZ.**
2. **PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED NEAR THE INTERSECTION OF PENNSYLVANIA AVENUE AND MCCULLOCH STREET, BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.23 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO SF-1 "SINGLE FAMILY ONE". APPLICANT: HUGO YANEZ.**
3. **PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT FM 510 BEARING A LEGAL DESCRIPTION: BEING 9.00 ACRES OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: JAMES MICHAEL FOX.**
4. **PUBLIC HEARING ON A REQUEST TO AMEND THE PDD "PLANNED DEVELOPMENT DISTRICT", ADOPTED ON DECEMBER 5, 2024, FOR THE PROPERTY LOCATED ON BUSINESS 77 AND WILLIAMS ROAD, KNOWN AS SAN SEBASTIAN SUBDIVISION, BEARING A LEGAL DESCRIPTION OF: A 47.350 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 2, 7, 8, 9, 10, 15 AND 16, BLOCK 129, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: FABIAN CONTRERAS.**

[Joe Rodriguez](#), citizen, asked for clarification regarding what was being amended.
[Monica Rodriguez, Planning Manager](#), explained the amendment related to Phase III lot sizes, which are being reduced in size to allow an increase to a total of five lots.
5. **PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 449 RATLIFF STREET BEARING A LEGAL DESCRIPTION: BEING LOT 4, BLOCK 1, COLLINS-PATTY SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO VOLUME 7, PAGE 58, MAP RECORDS, CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ZOILA REYES RODENZO.**

6. PUBLIC HEARING ON A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOL AT A CONVENIENCE STORE ON A PROPERTY LOCATED AT 449 RATLIFF STREET ZONED SF-1 "SINGLE FAMILY ONE", BEARING A LEGAL DESCRIPTION OF BEING LOT 4, BLOCK 1, COLLINS-PATTY SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO VOLUME 7, PAGE 58, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: ZOILA REYES RODENZO.
7. PUBLIC HEARING ON A REQUEST FOR A VOLUNTARY DE-ANNEXATION OF APPROXIMATELY 1.420 GROSS ACRES (1.25 NET ACRES) LOCATED AT 29376 RESACA DRIVE, FURTHER DESCRIBED IN THE METES AND BOUNDS SURVEY RECORDED FOR LOT 2, JO C. ELSTNER'S HORSE SHOE SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 71, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: JOHN L. CLAUDIO (APPLICANT MEMORANDUM DATED OCTOBER 23, 2025 ON RECORD). A PORTION OF THE PROPERTY LIES WITHIN SAN BENITO'S CORPORATE LIMITS, AND A PORTION LIES IN THE CITY'S ETJ, AS DEPICTED IN THE CITY-PREPARED LOCATION AND 200-FOOT RADIUS MAP.
8. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 25961 FM 510 BEARING A LEGAL DESCRIPTION OF: BEING 1.00 ACRE OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY Subdivision, as recorded in Volume 1, Page 6 of THE MAP RECORDS, CAMERON COUNTY, FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: RAYMOND M. GARCIA & ALICIA C. GARCIA.

Mayor Ricardo Guerra closed the Public Hearing at 6:14 p.m.

CONSENT AGENDA ITEM(S)

Commissioner Deborah A. Morales requested Item 6 be moved out of sequence for discussion and action.

Mayor Pro Tem Tom Goodman moved to approved Consent Agenda Item 1, Item 2, Item 3, Item 4, and Item 5, motion seconded by Commissioner Deborah Morales and carried unanimously.

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PRELIMINARY AND FINAL PLAT OF CAMINO SEVEN SUBDIVISION, LOCATED ON WEST BUSINESS 77, BEARING A LEGAL DESCRIPTION OF: BEING 7.13-ACRES OF LAND CONSISTING OF 3.52-ACRES OUT OF LOT 6, AND 3.61-ACRES OUT OF LOT 5, OF THE RESACA FRONT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 21, OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: AP GROWTH PROPERTIES, LP.

ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDED FINAL PLAT OF LE BLANC SUBDIVISION, LOCATED AT THE INTERSECTION OF SHAFER ROAD AND SAUVIGNON AVENUE WITH A LEGAL DESCRIPTION OF: 10.00 ACRES OF LAND OUT OF BLOCK 123, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2021-42894, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: CAMPEROS DEVELOPMENT LLC.

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REPLAT FOR BOSWELL-ELLIFF NUMBER 2 SUBDIVISION, LOCATED AT 1401 WEST BUSINESS 77 BEARING A LEGAL DESCRIPTION OF: BEING 4.54 ACRES OF LAND COMPRISED OF THE FOLLOWING TRACTS: TRACT 1: 3.36 ACRES OF LAND, BEING ALL OF LOT 2 OF THE AMENDED PLAT OF BOSWELL-ELLIFF SUBDIVISION, RECORDED IN CABINET 1, PAGE 3914, MAP RECORDS, CAMERON COUNTY, TEXAS AND TRACT 2: 1.18 ACRE OF LAND, BEING ALL OF LOT 2, BLOCK 1, CAMERON COUNTY FARM BUREAU SUBDIVISION, RECORDED IN CABINET 1, PAGE 432-A MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: ELLBOS, LLC.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE AMENDED FINAL PLAT OF LIBERTY ESTATES PHASE III SUBDIVISION, BEING 13.97-ACRE SUBDIVISION OUT OF BLOCKS SIX (6), SEVEN (7), AND EIGHT (8), CUNNINGHAM'S SUBDIVISION OF BLOCK THIRTY-FIVE (35), RECORDED IN VOLUME 1 PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS. APPLICANT: JNSP PROPERTIES LLC.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE NOVEMBER 4, 2025 CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF RESOLUTION 2025-1118-003(R) APPROVING PROPOSED PROJECTS OF THE SAN BENITO ECONOMIC DEVELOPMENT CORPORATION, INCORPORATED.

Commissioner Deborah Morales stated this item was previously tabled at the San Benito EDC Board Meeting.

Commissioner Morales moved to Table Consent Agenda Item Number 6.

City Manager Fred Sandoval stated he prefers to motion as No Action.

Attorney Shelly Smith recommended to Commissioner Morales to amend her current motion.

Commissioner Morales moved to rescind her motion to table.

Mayor Ricardo Guerra announced No Action on Consent Agenda Item Number 6.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

City Manager Fred Sandoval read Items for Individual Consideration Agenda Items 1 thru 8 for the record.

ITEM 1. FIRST READING OF ORDINANCE NUMBER 2252-AM-012026, A REQUEST TO APPROVE A VOLUNTARY ANNEXATION OF A PROPERTY LOCATED NEAR THE INTERSECTION OF PENNSYLVANIA AVENUE AND MCCULLOCH STREET BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.23 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: HUGO YANEZ.

No Action. First Reading.

ITEM 2. FIRST READING OF ORDINANCE NUMBER 2252-AN-012026, A REQUEST TO APPROVE A

REZONE FOR A PROPERTY LOCATED NEAR THE INTERSECTION OF PENNSYLVANIA AVENUE AND MCCULLOCH STREET, BEARING A LEGAL DESCRIPTION OF: BEING A TRACT CONTAINING 17.23 ACRES OF LAND SITUATED OUT OF BLOCK NUMBER THIRTY-THREE (33) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN THE CAMERON COUNTY MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING IN THE SAME PROPERTY (CALLED 17.201 ACRES) AS RECORDED IN VOLUME 23856, PAGE 26 OF THE CAMERON COUNTY OFFICIAL RECORDS, CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO SF-1 "SINGLE FAMILY ONE". APPLICANT: HUGO YANEZ.

No Action. First Reading.

ITEM 3. FIRST READING OF ORDINANCE NUMBER 2252-AO-012026, A REQUEST TO APPROVE THE REZONE OF A PROPERTY LOCATED AT FM 510 BEARING A LEGAL DESCRIPTION: BEING 9.00 ACRES OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: JAMES MICHAEL FOX.

No Action. First Reading.

ITEM 4. FIRST READING OF ORDINANCE NUMBER 2252-AP-012026, A REQUEST TO REZONE A PROPERTY LOCATED AT 449 RATLIFF STREET BEARING A LEGAL DESCRIPTION: BEING LOT 4, BLOCK 1, COLLINS-PATTY SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO VOLUME 7, PAGE 58, MAP RECORDS, CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ZOILA REYES RODENZO.

No Action. First Reading.

ITEM 5. FIRST READING OF ORDINANCE NUMBER 2252-AQ-012026, TO APPROVE A VOLUNTARY DE-ANNEXATION REQUEST OF APPROXIMATELY 1.420 GROSS ACRES (1.25 NET ACRES) LOCATED AT 29376 RESACA DRIVE, FURTHER DESCRIBED IN THE METES AND BOUNDS SURVEY RECORDED FOR LOT 2, JO C. ELSTNER'S HORSE SHOE SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 71, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: JOHN L. CLAUDIO (APPLICANT MEMORANDUM DATED OCTOBER 23, 2025 ON RECORD).

No Action. First Reading.

ITEM 6. FIRST READING OF ORDINANCE NUMBER 2252-AR-012026, A REQUEST TO REZONE A PROPERTY LOCATED AT 25961 FM 510, BEARING A LEGAL DESCRIPTION OF: BEING 1.00 ACRE OF LAND OUT OF BLOCK SIX (6), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: RAYMOND M. GARCIA & ALICIA C. GARCIA.

No Action. First Reading.

ITEM 7. FIRST READING OF ORDINANCE NUMBER 2252-AS-012026, AN ORDINANCE AMENDING ORDINANCE NUMBER 2252 AND SECTIONS OF THE CODE OF ORDINANCES THAT PERTAIN TO ADMINISTRATION AND ENFORCEMENT AND CODIFIED IN THE CODE OF ORDINANCES IN CHAPTER 14A, TO AMEND SECTION 3.02, BUILDING PERMIT PROCESS.

No Action. First Reading.

ITEM 8. FIRST READING OF ORDINANCE NUMBER 2252-WA-010626, A REQUEST TO APPROVE

AN AMENDMENT TO THE PDD “PLANNED DEVELOPMENT DISTRICT”, ADOPTED ON DECEMBER 5, 2024, FOR THE PROPERTY LOCATED ON BUSINESS 77 AND WILLIAMS ROAD, KNOWN AS SAN SEBASTIAN SUBDIVISION, BEARING A LEGAL DESCRIPTION OF: A 47.350 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 2, 7, 8, 9, 10, 15 AND 16, BLOCK 129, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: FABIAN CONTRERAS.

No Action. First Reading No Action. First Reading.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO RATIFY RESOLUTION NUMBER 2025-1216-001(R), AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY BULLET RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLE GRANT NUMBER 5653201 THAT THE OFFICE OF THE GOVERNOR ISSUES FOR THE PERIOD OF PERFORMANCE BEGINNING MARCH 1, 2026, AND ENDING FEBRUARY 28, 2027.

Police Chief Mario Perea, presented this item advising he applied for grant funding of approximately \$190,000 to equip all our marked vehicles with bullet resistant windshields, side windows, and door panels. This resolution is required to obtain funds.

Mayor Pro Tem Tom Goodman commended Chief Perea for protecting our people and staff.

Mayor Pro Tem Tom Goodman moved to approve Item 9, approval to ratify Resolution Number 2025-1216-001(R), authorizing the Chief of Police or his designee to approve the application and acceptance of any bullet resistant components for law enforcement vehicle Grant Number 5653201 that the Office of the Governor issues for the period of performance beginning March 1, 2026 and ending February 28, 2027, motion seconded by Commissioner Joe Navarro and carried unanimously.

ITEM 10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2025-1216-002(R), AUTHORIZING THE USE OF EMINENT DOMAIN TO ACQUIRE A 50' X 50' SANITARY SEWER EASEMENT NEEDED FOR SANITARY SEWER IMPROVEMENTS. THIS ACTION MAY ALSO INCLUDE THE USE OF EMINENT DOMAIN ON A 39.28-ACRE TRACT AND A 34.75-ACRE TRACT, ALSO LOCATED WITHIN BLOCK SIXTEEN (16) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION. THE 50' X 50' EASEMENT CONSISTS OF A 0.057-ACRE PORTION OF BLOCK SIXTEEN (16) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, AND LIES WITHIN THE 39.28-ACRE TRACT RECORDED UNDER DOCUMENT NUMBER 2021-12508 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. THE ACQUISITION IS REQUIRED FOR THE CONSTRUCTION OF A GRINDER PUMP STATION ON THE PROPERTY DESCRIBED. THE RESOLUTION FURTHER AUTHORIZES THE CITY ATTORNEY, OR HIS DESIGNEE, AND OTHER CITY OFFICIALS TO TAKE ALL NECESSARY ACTIONS TO ACQUIRE THE PROPERTY BY DONATION, PURCHASE, OR THROUGH THE EXERCISE OF EMINENT DOMAIN.

City Manager Fred Sandoval recommends approval and requested correction from grinder pump station to read full lift station.

Mayor Pro Tem Tom Goodman moved to approve Item 10, Resolution Number 2025-1216-002(R), authorizing the use of eminent domain to acquire a 50' x 50' sanitary sewer easement needed for sanitary sewer improvements. This action may also include the use of eminent domain on a 39.28-acre tract and a 34.75-acre tract, also located within Block Sixteen (16) of the San Benito Land and Water Company Subdivision. The 50' x 50' easement consists of a 0.057-acre portion of Block Sixteen (16) of the San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and lies within the 39.28-acre tract recorded under Document Number 2021-12508 of the Official Records of Cameron County, Texas. The acquisition is required for the construction - of a full lift station on the property described. The resolution further authorizes the city attorney, or his

designee, and other city officials to take all necessary actions to acquire the property by donation, purchase, or through the exercise of eminent domain, motion seconded by [Commissioner Deborah Morales](#) and carried unanimously.

ITEM 11. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NUMBER 2025-1216-003(R) AUTHORIZING THE CITY OF SAN BENITO TO JOIN THE MOAK CASEY INTERLOCAL PURCHASING COOPERATIVE AND APPROVE THE INTERLOCAL PURCHASING COOPERATIVE CONTRACT.

[City Manager Fred Sandoval](#) advised this is another opportunity for the City of San Benito to join another co-op for purchasing. It's very similar to BuyBoard, HDAC, and other cooperative purchasing. Staff recommends approval subject to legal review.

[Mayor Pro Tem Tom Goodman](#) moved to approve Item 11, approval to adopt Resolution Number 2025-1216-003(R), authorizing the City of San Benito to join the Moak Casey Interlocal Purchasing Cooperative and approve the Interlocal Purchasing Cooperative Contract subject to legal review, motion seconded by [Commissioner Joe Navarro](#) and carried unanimously.

ITEM 12. CONSIDERATION AND POSSIBLE ACTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH VALIANT ENERGY SOURCES, LLC FOR CONSULTING SERVICES ON PERFORMANCE IMPROVEMENTS, AFFINITY PROGRAM (FRIENDS AND FAMILY RESIDENTIAL PROGRAM) AND PRICE NEGOTIATIONS FOR FORWARD LOCK OF THE CITY'S RETAIL ELECTRIC PROVIDER AGREEMENT FOLLOWING THE EXPIRATION OF THE CURRENT CONTRACT.

[City Manager Fred Sandoval](#) advised the current contract expires in 2030. This is a proactive approach from staff to preempt any changes in pricing. If they go up, we have that opportunity to blend and extend. It also includes other options that with this contract being executed, we will do an energy bill audit and a citywide street light upgrade and expansion and some other things. This is a good opportunity for us. We want to be prepared because we do not know what energy is going to do. Nobody really does.

[Rudy Ramirez](#), Managing Partner, Valley Energy Sources, addressed the City Commission, stating his main focus is to procure and hedge power for the best interest of the City. The City's current contract does end in 2030, but from now our consulting services do involve a full bill audit. The street light program is free to the City to where if any of the City constituents are calling in, we set up those orders with AEP and make sure those orders are processed. If the City does need more lighting, we do assist with that and draw the sketch for the City, City approves and it is sent to AEP. Then AEP will then design and bill out from there, we do not charge the City anything. We do get paid from the electricity provider. We cover anything that has to do with electricity, energy and infrastructure for the City. If there's improvements, we do have certain programs through the provider that we can assist with those as well.

[Commissioner Deborah Morales](#) recommended that all contracts be reviewed and approved by the Legal Department prior to City Commission Meetings. This approach would allow any questions or concerns to be addressed during the meeting itself, rather than delaying review until after the fact. I support having our legal team complete its review of contracts in advance of our meetings to ensure a more efficient and informed decision-making process.

[Mayor Pro Tem Tom Goodman](#) moved to approve Item 12, approval subject to legal review authorizing the City Manager to enter into a contract agreement with Valiant Energy Sources, LLC for consulting services on performance improvements, Affinity Program(Friends and Family Residential Program) and price negotiations for forward lock of the City's retail electric provider agreement following the expiration of the current contract, motion seconded based on legal review by [Commissioner Deborah Morales](#), and carried unanimously. Motion Nay by [Commissioner Joe Navarro](#).

[Mayor Ricardo Guerra](#) stated this Agenda Item Number 12 says the City Manager to enter into

contract agreement, but you do not sign contracts, by City Charter it is only the Mayor that signs contracts, and have that correction on there. [City Manager Fred Sandoval](#) confirmed amendment will be done and duly noted.

ITEM 13. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MAYOR ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AS PART OF THE TEXAS TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM-IMPAIRED DRIVING MOBILIZATION FOR THE PERIOD OF DECEMBER 9, 2025, TO SEPTEMBER 10, 2025.

[Police Chief Mario Perea](#), presented this item advising similar grant we receive yearly for DWI STEP, for police officers overtime during the holiday season. We are receiving approximately \$6,000 this year.

[Commissioner Deborah Morales](#) moved to approve with correction to date of September 10, 2026, Item 13, approve the mayor entering into an agreement with the Texas Department of Transportation as part of the Texas Traffic Safety Grant for the Selective Traffic Enforcement Program-Impaired Driving Mobilization for the period of December 9, 2025 to September 10, 2026, motion seconded by [Commissioner Joe Navarro](#) and carried unanimously.

ITEM 14. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BENITO AND THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION FOR THE DISTRIBUTION AND MAINTENANCE OF BICYCLE AND PEDESTRIAN COUNTER EQUIPMENT.

[City Manager Fred Sandoval](#) advised they are going to change the batteries but will get more information to City Commission.

[Mayor Pro Tem Tom Goodman](#) moved to approve Item 14, authorize the Mayor to sign the Memorandum of Understanding between the City of San Benito and the Rio Grande Valley Metropolitan Planning Organization for the Distribution and Maintenance of Bicycle and Pedestrian Counter Equipment, motion seconded by [Commissioner Deborah Morales](#), and carried unanimously.

ITEM 15. CONSIDERATION AND POSSIBLE ACTION TO RATIFY A MASTER SERVICES AGREEMENT CONTRACT WITH DIGITAL AGE TECH CONSULTANTS, LLC FOR LASERFICHE CLOUD SOLUTION SOFTWARE SERVICES IN THE AMOUNT OF \$4,961.00.

[City Manager Fred Sandoval](#) advised this is for the city ordinances to be kept on file.

[Mayor Pro Tem Tom Goodman](#) moved to approve Item 15, to ratify a Master Services Agreement Contract with Digital Age Tech Consultants, LLC for Laserfiche Cloud Solution Software services in the amount of \$4,961.00, motion seconded by [Commissioner Joe Navarro](#), and carried unanimously.

ITEM 16. CONSIDERATION AND POSSIBLE ACTION TO APPROVE HOG WADDLE 2026 HEADLINER DEPOSIT WITH CARPE NOX INDUSTRIES, LLC

[City Manager Fred Sandoval](#) advised this is deposit for headliner for \$125,000 and cannot announce headliner at this point until you make decision on it then will have full blown public announcement and press conference.

[Mayor Pro Tem Tom Goodman](#) moved to approve Item 16. to approve Hog Waddle 2026 Headliner deposit with Carpe Nox Industries, LLC., in the amount of \$125,000, motion seconded by [Commissioner Joe Navarro](#), and carried unanimously.

ITEM 17. CONSIDERATION AND POSSIBLE ACTION TO AWARD RFP NUMBER 2025-11-02 TO

TANKSCO, INC., THE LOWEST BIDDER, FOR THE CLEANING, REPAIRING, AND PAINTING OF THE 1,000,000-GALLON ELEVATED RESERVOIR (US 77 EXPRESSWAY/FREDDY FENDER TOWER) AND THE 850,000-GALLON ELEVATED RESERVOIR (OSCAR WILLIAMS ROAD TOWER) FOR THE CITY OF SAN BENITO, TEXAS.

City Manager Fred Sandoval advised that the City issued a procurement request and conducted a competitive bidding process for the project, which was awarded to KLM Engineering. I have previously worked with this firm; they collaborate with northern contractors based out of Minnesota and have demonstrated strong expertise in this type of work. Due to timing constraints, the procurement moved forward, and six firms submitted bids for the project. The scope includes work on two substantial tanks, including cleaning, abrasive blasting to bare metal, and comprehensive repairs or replacement of any damaged metal components. The project also includes installation of cathodic protection to preserve the interior of the tanks, as well as the application of logos.

Commissioner Joe Navarro moved to approve Item 17. to award RFP Number 2025-11-02 to Tanksco, Inc., the lowest bidder, for the Cleaning, Repairing, and Painting of the 1,000,000-Gallon Elevated Reservoir (US 77 Expressway/Freddy Fender Tower) and the 850,000-Gallon Elevated Reservoir (Oscar Williams Road Tower) for the City of San Benito, Texas, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 18. DISCUSSION AND POSSIBLE ACTION TO: (1) AUTHORIZE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR EXCLUSIVE CITYWIDE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES; (2) AUTHORIZE THE CITY MANAGER TO FINALIZE AND PUBLISH THE RFP, APPOINT A STAFF EVALUATION COMMITTEE, EVALUATE AND RANK ALL RESPONSIVE PROPOSALS, AND NEGOTIATE A PROPOSED AGREEMENT WITH THE HIGHEST-RANKED PROPOSER; AND (3) DIRECT THAT ANY PROPOSED EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT BE RETURNED TO THE CITY COMMISSION FOR CONSIDERATION AND POSSIBLE APPROVAL, AND THAT ALL LEGALLY REQUIRED PUBLIC NOTICES BE PROVIDED.

City Manager Fred Sandoval advised the City needs to go out for RFP's as our contract with Republic expired in October. We are on a month to month with them, it's a good idea to go out there and I think we are going to be pleasantly surprised.

Mayor Pro Tem Tom Goodman moved to approve Item 18, (1) authorize issuance of a Request for Proposals (RFP) for exclusive citywide municipal solid waste collection and disposal services; (2) authorize the City Manager to finalize and publish the RFP, appoint a staff evaluation committee, evaluate and rank all responsive proposals, and negotiate a proposed agreement with the highest-ranked proposer; and (3) direct that any proposed exclusive solid waste franchise agreement be returned to the City Commission for consideration and possible approval, and that all legally required public notices be provided, motion seconded by Commissioner Deborah Morales, and carried unanimously

ITEM 19. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF THE CIVICPLUS MARKETPLACE APP FOR THE CITY OF SAN BENITO FOR THE TOTAL AMOUNT OF \$5,625.00 AND AN ANNUAL RECURRING FEE OF \$7,500.00.

Police Chief Mario Perea, presented this item advising this app will allow citizens to report any issues they see. If they see a streetlight out, they can take a picture of it, it will pull it on the map, and will send it to the proper director.

Mayor Pro Tem Tom Goodman moved to approve Item 19, approve the purchase of the CivicPlus Marketplace App for the City of San Benito for the total amount of \$5,625.00 and an annual recurring fee of \$7,500.00, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 20. Consideration and possible action to approve the purchase of an 8.76-acre tract of land adjacent

to the San Benito Water Treatment Plant in the amount of \$180,000, bearing a legal description of: Being 8.76 acres of land out of Block 37, San Benito Land and Water Company Subdivision, Cameron County, Texas.

City Manager Fred Sandoval advised this is a piece of property directly contiguous to the Water Plant, we are moving a water line out of the water plant, this is one of the pieces that we are going have to traverse. It just so happens that this owner group did not want the land anymore as they are landlocked. It's a good price for the property and gives us 8.76 acres of growth potential for our Water Plant.

Mayor Pro Tem Tom Goodman moved to approve Item 20. to approve the purchase of an 8.76-acre tract of land adjacent to the San Benito Water Treatment Plant in the amount of \$180,000, bearing a legal description of: Being 8.76 acres of land out of Block 37, San Benito Land and Water Company Subdivision, Cameron County, Texas, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 21. DISCUSSION AND POSSIBLE ACTION TO ADOPT FINDINGS OF EMERGENCY UNDER TEXAS LOCAL GOVERNMENT CODE §252.022(A)(2)-(3); TO RATIFY AN EMERGENCY PROCUREMENT; AND TO APPROVE A CONTRACT WITH OMT UTILITIES IN AN AMOUNT NOT TO EXCEED \$162,000 FOR REPAIRS TO THE VIRGINIA STREET LIFT STATION.

City Manager Fred Sandoval advised we have a serious situation, it is in need of repair, need to replace pumps, control panels, redo all connections, wet well, do a by pass, issues with neighbors in area and they are calling TCEQ and we wish to get ahead of this matter.

JB Lara, Supervisor, reported that the discharge line will be replaced and new submersible chopper pumps installed at the Virginia Lift Station, similar to those used at the Landrum facility. The project includes repairing the bypass and replacing associated piping. Odor complaints from nearby residents resulted from gases released by a temporary bypass pump. New pumps have been received and installation is underway to resolve the issue. TCEQ and the affected resident have been notified, and interim odor-control measures were implemented. Due to the emergency nature of the work, only one estimate was obtained from OMT.

Mayor Pro Tem Tom Goodman moved to approve Item 21. to approve adopting findings of emergency under Texas Local Government Code §252.022(a)(2)-(3); to ratify an emergency procurement; and to approve a contract with OMT Utilities in an amount not to exceed \$162,000 for repairs to the Virginia Street Lift Station, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 22. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A \$24,000 PAYMENT TO SOUTHWEST CUSTOM, LLC FOR THE PARTIAL DEMOLITION OF A CITY-OWNED BUILDING LOCATED AT 101 DOHERTY STREET, ADJACENT TO 925 WEST STENGER.

City Manager Fred Sandoval advised this is the Old Matanza Property and it's a piece of the building that is too close to our proposed building that we will be building through ARPA. It's a new Public Works Headquarters that we are going to have out there and we need to demolish this.

Mayor Pro Tem Tom Goodman moved to approve Item 22. approve a \$24,000 payment to Southwest Custom, LLC for the partial demolition of a City-owned building located at 101 Doherty Street, adjacent to 925 West, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 23. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF MULTIPLE-

SIZED BRASS SADDLES FROM FERGUSON WATERWORKS IN THE AMOUNT OF \$12,624.60.

City Manager Fred Sandoval advised this is stock for us to have for emergencies and staff, recommend approval.

Mayor Pro Tem Tom Goodman moved to approve Item 23. approve the purchase of multiple-sized Brass Saddles from Ferguson Waterworks in the amount of \$12,624.60, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 24. Consideration and possible action to approve the purchase of multiple-sized repair clamps from Aguaworks Pipe and Supply in the amount of \$43,471.00.

City Manager Fred Sandoval advised this is stock for us to have for emergencies and staff, recommend approval.

Commissioner Joe Navarro moved to approve Item 24. approve the purchase of multiple-sized re[aor clamps from Aguaworks Pipe and Supply in the amount of \$43,471.00, motion seconded by Mayor Pro Tem Tom Goodman, and carried unanimously.

ADJOURNMENT.

Mayor Ricardo Guerra advised this is the last meeting for this year and thanked everyone for attending. He wished everyone a Happy New Year

There being no further business to come before the Commission, upon duly made motion Mayor Ricardo Guerra announced ADJOURNMENT AT 7:04 P.M.

CITY OF SAN BENITO

HONORABLE RICARDO GUERRA
MAYOR

ATTEST:

RUTH MCGINNIS
CITY SECRETARY



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2252-AT-020326, to approve a Voluntary De-annexation of a property located at 29426 Resaca Drive, bearing a Legal Description: Being Lot 1, JO C. Elstner's Horse Shoe Subdivision as recorded in Volume 8, Page 71, Map Records, Cameron County, Texas. Applicant: Luis M. Garza (applicant memorandum dated December 4, 2025 on record).

RECOMMENDATION:

First Reading. No Action.

RATIONALE:

The applicant submitted a request to voluntarily de-annex the above-referenced property from the city limits, as depicted on the City-prepared location map. The property is not served by City utilities. A portion of the property lies within the City of San Benito's corporate limits, while the remaining portion is located within the City's extraterritorial jurisdiction (ETJ), as shown on the City-prepared location and 200-foot radius map.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

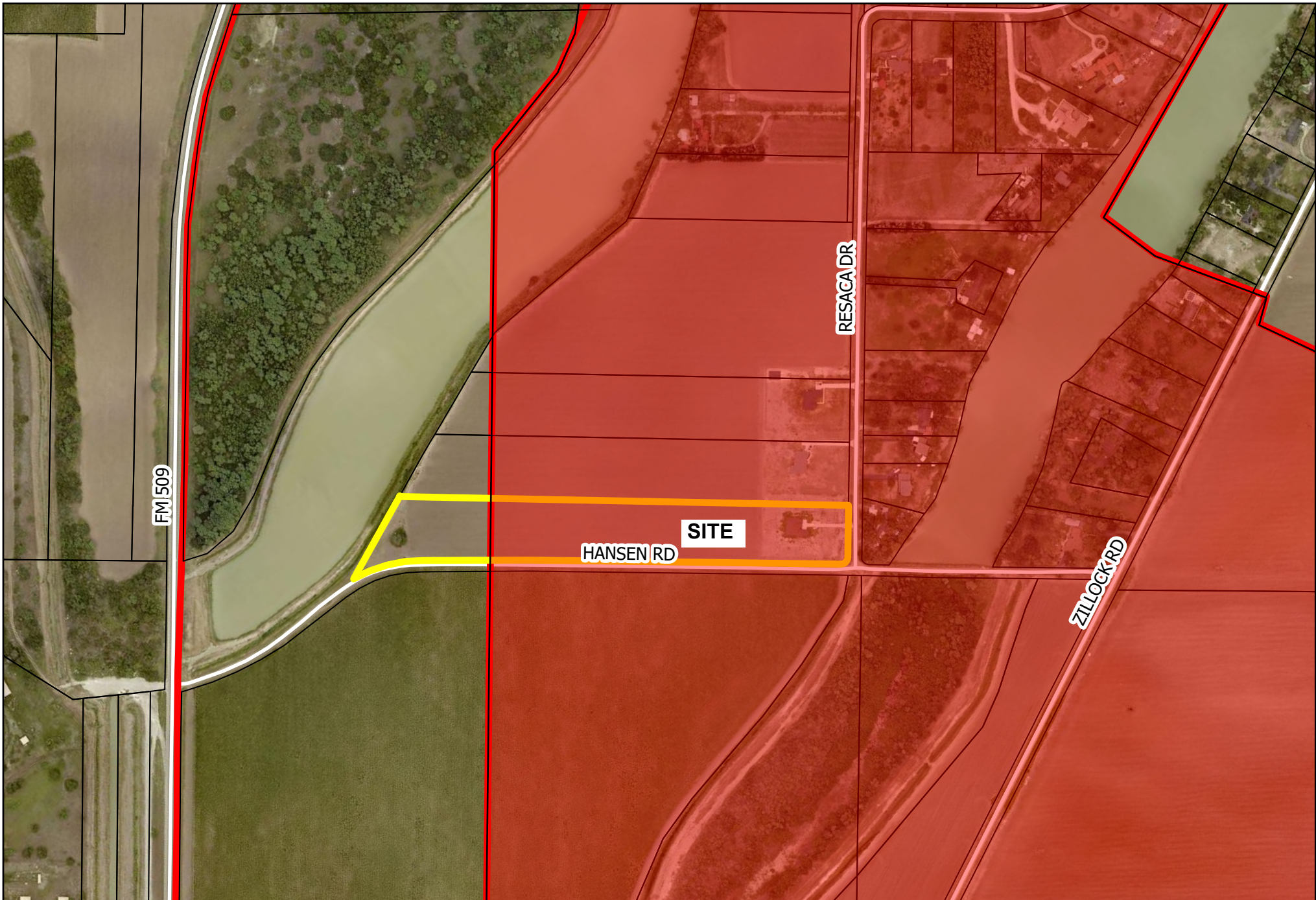
Location Map
Deannexation Request
Survey
Ordinance 2252-AT-020326

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date






Fred R. Sandoval

Fred Sandoval
City Manager



Location Map
29426 Resaca Dr.
Voluntary De-Annexation



-  PROPERTY LINES
-  CCAD_COSB_PARCELS
-  COSB_CITY_LIMITS
-  STREETS
-  COSB_ETJ

Luis M Garza Garza
29426 Resaca Dr
San Benito, Texas

To: San Benito Planning and Development Department
Atte: Monica L. Rodriguez

Subject: De-Annexation of Property

I, Luis M Garza Garza, owner of property at address at 29426 Resaca Dr, San Benito, Texas with the legal description of ABST 16- JO C. ELSTNER'S HORSESHOE SUBDIVISION BLK 1, 10.06 acres and property ID number 87-7800-0010-0010-00

Would like to de-annex of the small portion of my property from the city of San Benito. This request is based on the fact I do NOT receive services from the city and every time I placed a call to address there is a need of the City staff telling me that my property is on the limits of the county; the city is not responsible as it is the county responsibility. In addition, I do NOT receive any public services, neither access to emergency services, the city has stated not being responsible and redirected me to contact the County. As per 90% of my land is on county limits and only 10% of land in question.

I would like to take out my property completely and de-annex the small portion of my property. Thank you for your attention to this matter; if any more information is needed, I can be contacted at [REDACTED] or [REDACTED]

[REDACTED]
Luis M Garza Garza, Property Owner
29426 Resaca Dr
San Benito, TX 78556

Subscribe and sworn before me, on this 4th of December 2025.

[REDACTED]
Fernando Mejia, Notary Public
Commission Expires Feb 5, 2026



RECEIVED
LAH DEC 05 2025

ORDINANCE NO. 2252-AT-020326

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, DE-ANNEXING THE PORTION OF LAND THAT LIES WITHIN SAN BENITO CITY LIMITS LOCATED AT 29426 RESACA DRIVE, BEING LOT 1 OF THE J.O. C. ELSTNER'S HORSE SHOE SUBDIVISION, CAMERON COUNTY, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of San Benito ("City") received a written request from **Luis M. Garza**, owner of the property located at **29426 Resaca Drive**, requesting voluntary de-annexation of the tract identified as **Property ID 419516**, and more particularly described in the metes and bounds attached to the request; and

WHEREAS, the subject property includes land partially located within the corporate boundaries of the City, as reflected in the City's location map and 200-foot radius map; and

WHEREAS, the City does not provide water or sewer service to the subject tract, and de-annexation will not impair the City's ability to provide municipal services; and

WHEREAS, the City Commission conducted a public hearing on January 20, 2026 pursuant to Section 43.0672, Texas Local Government Code; and

WHEREAS, after considering all information presented, the City Commission finds that the request satisfies the statutory requirements for voluntary de-annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION 1. The tract commonly known as **29426 Resaca Drive**, described in the metes and bounds survey attached as **Exhibit A**, is hereby DE-ANNEXED from the corporate limits of the City of San Benito, Texas.

SECTION 2. The City Secretary is directed to file this ordinance, together with a map and legal description of the area de-annexed, with the Cameron County Clerk in accordance with state law.

SECTION 3. SEVERABILITY. If any portion of this ordinance is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 20th day of January, 2026.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, 3rd day of February, 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2252-AU-020326, a request to approve a rezone for a property located at the intersection of Cesar Gonzalez Parkway and FM 510 bearing a Legal Description: Being 6.591 acres of land of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business".

RECOMMENDATION:

First Reading. No Action.

RATIONALE:

The applicant is requesting to rezone the property from LI "Light Industry" to C-2 "Commercial General Retail Business" for residential/commercial use.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

Location Map
Application
Survey
Zoning Map
Future Land Use Map
Ordinance 2252-AU-020326

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager



CESAR GONZALES PKWY

SITE

FM 510

E BUS 77 BUSINESS



GIS Map Disclaimer:
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Drawn by: KC

**Location Map
Cesar Gonzales Pkwy & FM 510
Rezone from LI to C-2**

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS

100 50 0 Miles



SAN BENITO

THE SOUL OF SOUTH TEXAS

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

PLANNING DEPARTMENT

APPLICATION FOR REZONING

Permit #073883

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Julian and Alma Delgado

Address [REDACTED]

City Brownsville State TX Zip _____

Phone No. [REDACTED] Fax No. _____

E-mail [REDACTED]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Julian and Alma Delgado

Address of Property FM 510

City San Benito State TX Zip 78586

Legal Description of Property: Lot _____, Block 6

Subdivision San Benito Land & Water Co

Existing Zoning _____ Proposed Zoning _____

Existing Land Use _____ Proposed Land Use _____

REQUIREMENTS

- ~\$350.00 (non-refundable)
- ~Survey and Metes & Bounds / Recorded Plat
- ~Tax Certificates (City, School)
- ~Warranty Deed

Please provide a basic description of the proposed project: _____

I hereby certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

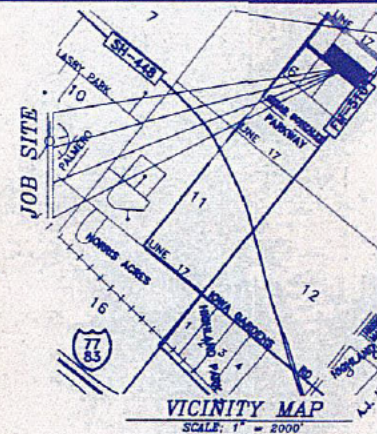
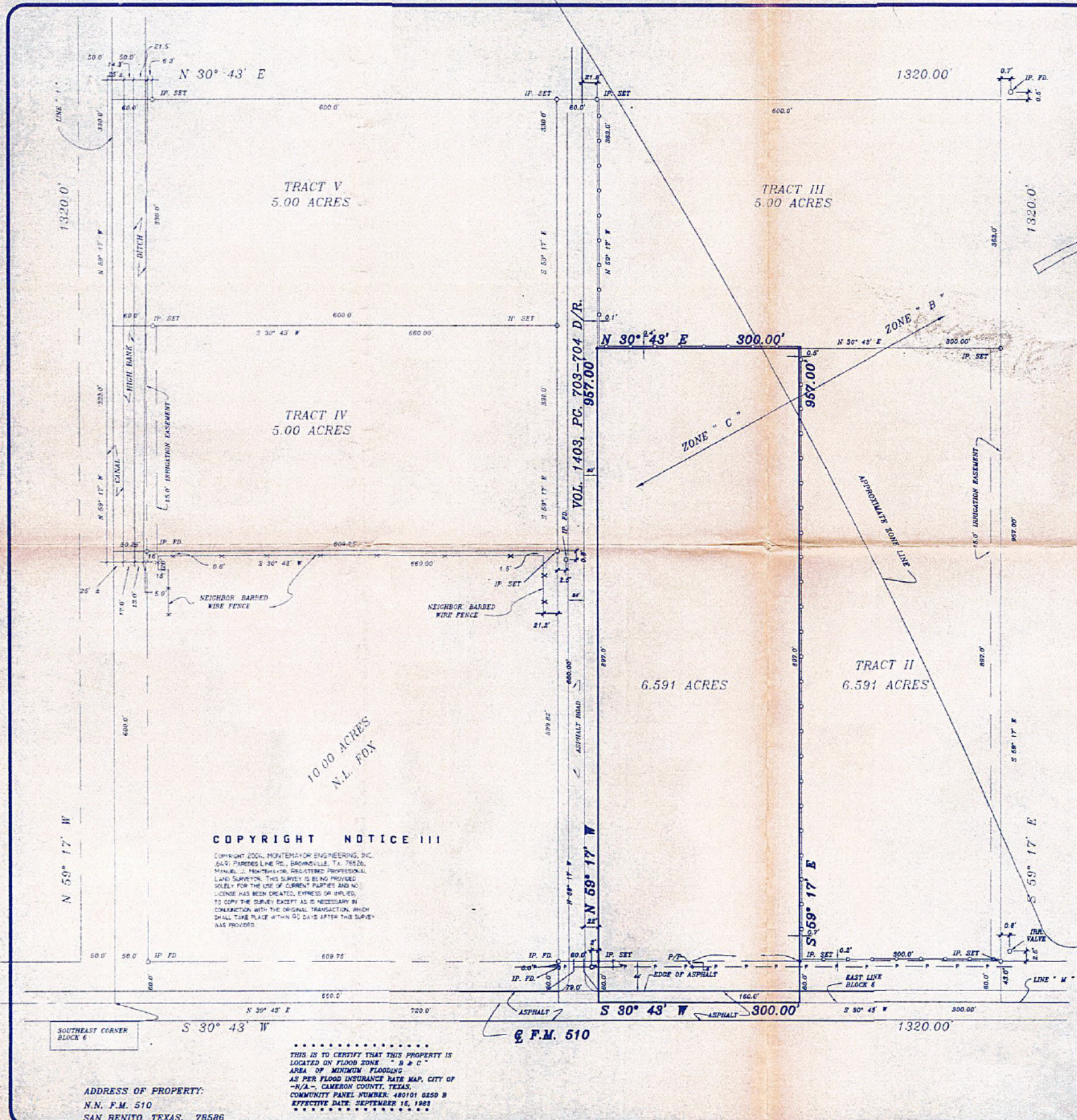
Applicant's Signature [REDACTED]

Property Owner(s) Signature [REDACTED]

Date 11/25/25
Date 11/25/25

Revised 10/8/25

RECEIVED
BY: LH DATE: NOV 25 2025



LEGEND

⊕	SECURITY LIGHT
⊙	GAS METER
⊖	WATER METER
⊕	TELEVISION PEDESTAL
⊕	ELECTRIC JUNCTION BOX
⊕	FIRE HYDRANT
⊕	BARBED WIRE FENCE
⊕	HOG WIRE FENCE
⊕	CHAIN LINK FENCE
⊕	WOODEN FENCE
⊕	PROPERTY LINE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
R-O-W	RIGHT-OF-WAY
B-C	BACK OF CURVE
⊕	IRON PIN FOUND
⊕	IRON PIN SET
⊕	CONC. MONUMENT FOUND
⊕	COTTON PICKER SPINDLE
T-B-M	TEMPORARY BENCH MARK
—	ELECTRIC LINE

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SURVEY DESCRIBED HEREON WAS MADE ON THE GROUND ON JUNE 04, 2004 THAT THE ONLY IMPROVEMENTS ON ARE AS SHOWN; THAT THERE ARE NO VISIBLY ENCROACHMENTS, VISIBLY OVERLAPPING APPARENT CONFLICTS OR VISIBLY EASEMENTS EXCEPT AS SHOWN HEREON. ALL THE ROADS AND RIGHT-OF-WAYS SHOWN ARE AS PER DEED RECORDS, VOLUME 1403, PAGE 277 RECORDS VOL. 1, PAGE 6. THIS CERTIFICATE IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.



PLAT OF SURVEY

BEING 6.591 ACRES OF LAND OUT OF NOR 20.0 ACRES OUT OF THE SOUTHEAST QUARTER OF BLOCK 6, SAN BENITO LA. AND WATER COMPANY SUBDIVISION, ACCORDI TO MAP RECORDED IN VOLUME 1, PAGE MAP RECORDS, CONCEPCION DE CARRICIT GRANT, CAMERON COUNTY, TEXAS.

SURVEYED FOR: **ARMANDO RODRIGU**

Scale: 1" = 100.0' Date: JUNE 04, 2004

MONTEMAYOR - HANSEN - GARCIA VILAFRANCO & ASSOCIATES
 ENGINEERS - SURVEYORS AND PLANNERS
 6491 PAREDES LINE ROAD, BROWNSVILLE, TX 78520
 SAN BENITO, TEXAS 78586
 Bro. # (956) 546-0671, S.B. # (956) 399-3321
 FAX # (956) 541-8606

Drawn By: RUBEN A. ORTIZ	Project No. ME-15300	SH
Checked by: J.C. RUIZ		
Approved by: M.J. MONTEMAYOR		

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COPYRIGHT 2004, MONTEMAYOR ENGINEERING, INC. 6491 PAREDES LINE RD., BROWNSVILLE, TX. 78520. MANUEL J. MONTEMAYOR, REGISTERED PROFESSIONAL LAND SURVEYOR. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONNECTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS AFTER THIS SURVEY WAS PROVIDED.

10.00 ACRES
N.L. FOX

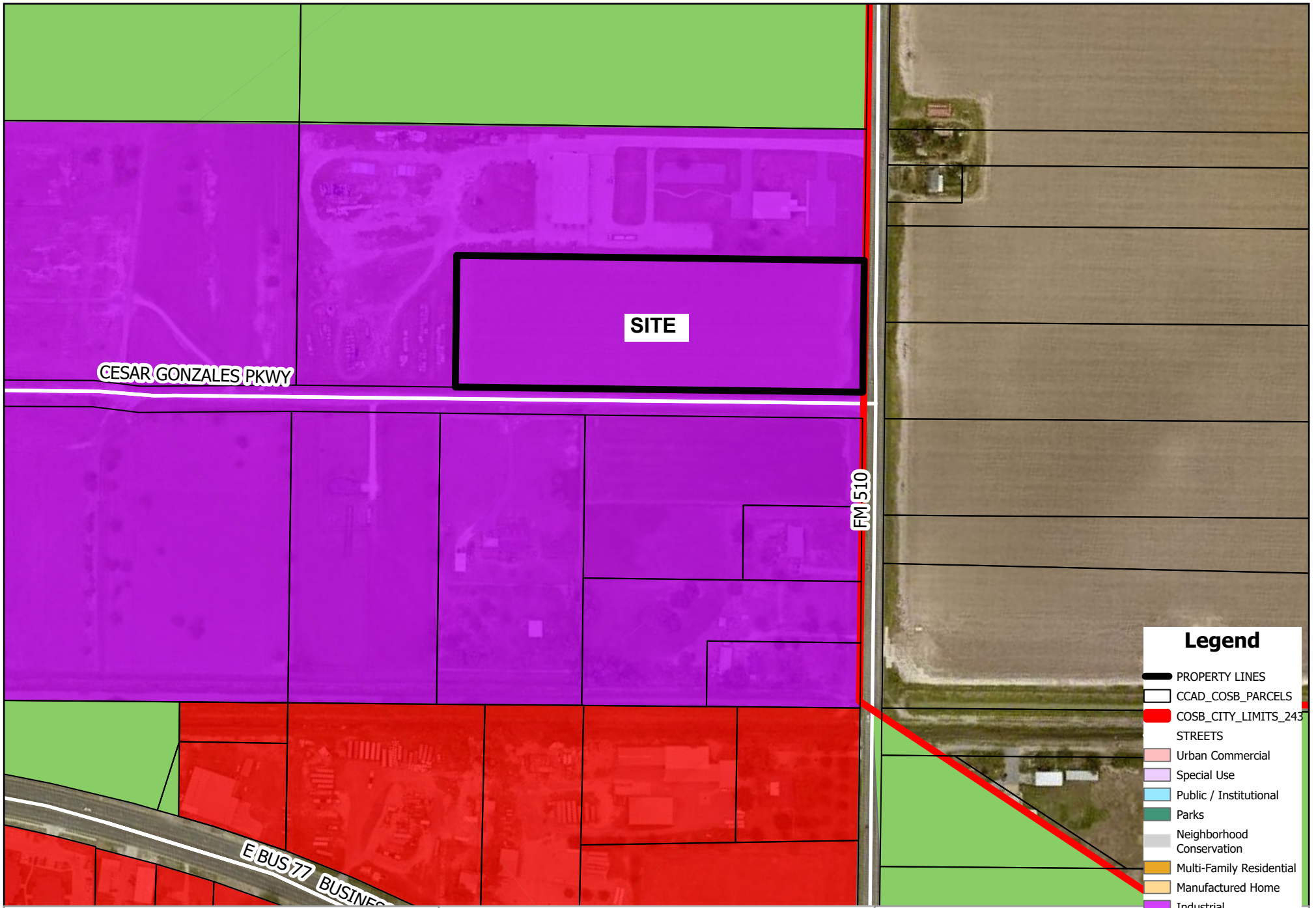
ADDRESS OF PROPERTY:
N.N. F.M. 510
SAN BENITO, TEXAS. 78586

THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED ON FLOOD ZONE "B & C" AREA OF MUNDUM FLOODING AS PER FLOOD INSURANCE RATE MAP, CITY OF -N/A-, CAMERON COUNTY, TEXAS. COMMUNITY PANEL NUMBER: 480101 0250 B EFFECTIVE DATE: SEPTEMBER 16, 1983

RECEIVED
BY: LA DATE: NOV 25 2007



Zoning Map
Cesar Gonzales Pkwy & FM 510
Rezone from LI to C-2



Future Land Use Map
Cesar Gonzales Pkwy & FM 510
Rezone from LI to C-2

ORDINANCE NUMBER 2252-AU-020326

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING 6.591 ACRES OF LAND OF THE NORTH 20.00 ACRES OUT OF THE SOUTHEAST ONE-QUARTER OF BLOCK 6 SAN BENITO LAND AND WATER COMPANY SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CONCEPCION DE CARRICITOS GRANT, CAMERON COUNTY, TEXAS FROM LI “LIGHT INDUSTRY” TO C-2 “COMMERCIAL GENERAL RETAIL BUSINESS”.

WHEREAS, the rezone is consistent with the city’s land use plan as set-forth in the land use map that is a part of the city’s zoning ordinance, and consistent with the city’s intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being 6.591 acres of land of the North 20.00 acres out of the Southeast one-quarter of Block 6 San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI “Light Industry” to C-2 “Commercial General Retail Business”.

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 20th day of January, 2026.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, 3rd day of February, 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2252-AV-020326, a request to rezone a property located at 251 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.007 acres of land out of Block 6, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map Records of Cameron County, Texas from LI “Light Industry” to C-2 “Commercial General Retail Business”. Applicant: Rodolfo Lopez.

RECOMMENDATION:

First Reading. No Action.

RATIONALE:

The applicant is requesting to rezone the property from LI “Light Industry” to C-2 “Commercial General Retail Business” for residential/commercial use.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

Location Map
Application
Survey
Zoning Map
Future Land Use Map
Ordinance 2252-AV-020326

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

Fred R. Sandoval

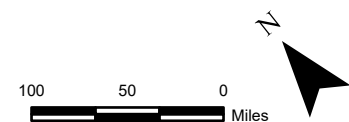
Fred Sandoval
City Manager



GIS Map Disclaimer:
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Drawn by: KC

**Location Map
251 Cesar Gonzales Pkwy
Rezone from LI to C-2**



- Legend**
- PROPERTY LINES
 - CCAD_COSB_PARCELS
 - COSB_CITY_LIMITS_243
 - STREETS



SAN BENITO

THE SOUL OF SOUTH TEXAS

400 N. Travis Street
San Benito, TX 78586

PLANNING DEPARTMENT

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Rodolfo Lopez

Address 251 Cesar Gonzales Rd

City San Benito State TX Zip 78586

Phone No. [REDACTED] Fax No. [REDACTED]

E-mail [REDACTED]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Rodolfo Lopez

Address of Property 251 Cesar Gonzales Rd

City San Benito State TX Zip 78586

Legal Description of Property: Lot _____, Block _____

Subdivision _____

Existing Zoning L-1 Proposed Zoning C-2

Existing Land Use Residential Proposed Land Use Same

REQUIREMENTS

- ~\$350.00 (non-refundable)
- ~Survey and Metes & Bounds / Recorded Plat
- ~Tax Certificates (City, School)
- ~Warranty Deed

Please provide a basic description of the proposed project: Maintain our established residence, we were unaware of the zoning change.

I hereby certify that I have read and examined this application and know the same to be true and correct.
If any of the information provided on this application is incorrect, the permit or approval may be revoked.

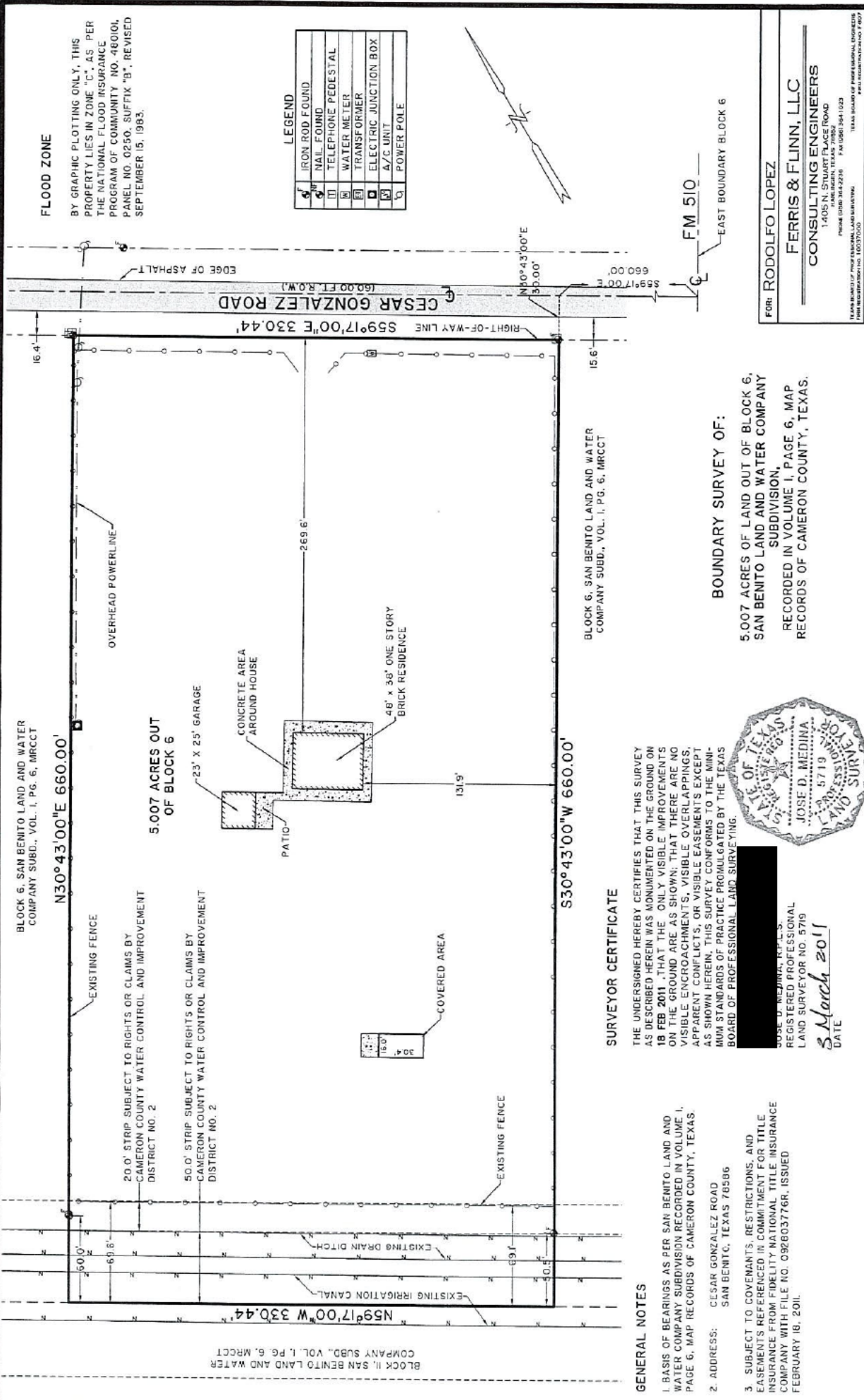
Applicant's Signature [REDACTED]

Property Owner(s) Signature [REDACTED]

Date 12-15-25

Date 12-15-25

RECEIVED
BY: LH DATE: DEC 15 2025



FLOOD ZONE
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "C", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480101, PANEL NO. 0250, SUFFIX "B", REVISED SEPTEMBER 15, 1983.

LEGEND

⊙	IRON ROD FOUND
⊙	NAIL FOUND
⊙	TELEPHONE PEDESTAL
⊙	WATER METER
⊙	TRANSFORMER
⊙	ELECTRIC JUNCTION BOX
⊙	A/C UNIT
⊙	POWER POLE

BOUNDARY SURVEY OF:

5.007 ACRES OF LAND OUT OF BLOCK 6,
 SAN BENITO LAND AND WATER COMPANY
 SUBDIVISION,
 RECORDED IN VOLUME I, PAGE 6, MAP
 RECORDS OF CAMERON COUNTY, TEXAS.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON **18 FEB 2011**, THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPIINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.



JOSE D. MEDINA, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5719
 DATE **3 March 2011**

GENERAL NOTES

1. BASIS OF BEARINGS AS PER SAN BENITO LAND AND WATER COMPANY SUBDIVISION RECORDED IN VOLUME I, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS.
2. ADDRESS: CESAR GONZALEZ ROAD
SAN BENITO, TEXAS 78596
3. SUBJECT TO COVENANTS, RESTRICTIONS, AND EASEMENTS REFERENCED IN COMMITMENT FOR TITLE INSURANCE FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH FILE NO. 092803776R, ISSUED FEBRUARY 18, 2011.

FOR: **RODOLFO LOPEZ**
FERRIS & FLINN, LLC
 CONSULTING ENGINEERS
 1405 N. STUART PLACE ROAD
 PHONE (505) 342-2216 FAX (505) 344-1023
 TEAS BOARD OF PROFESSIONAL ENGINEERS
 REG. NO. 1000700000
 JOB NO: 248-015

RECEIVED
 BY: *LA* DATE: **DEC 15 2025**



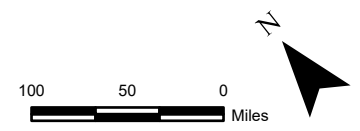
Legend

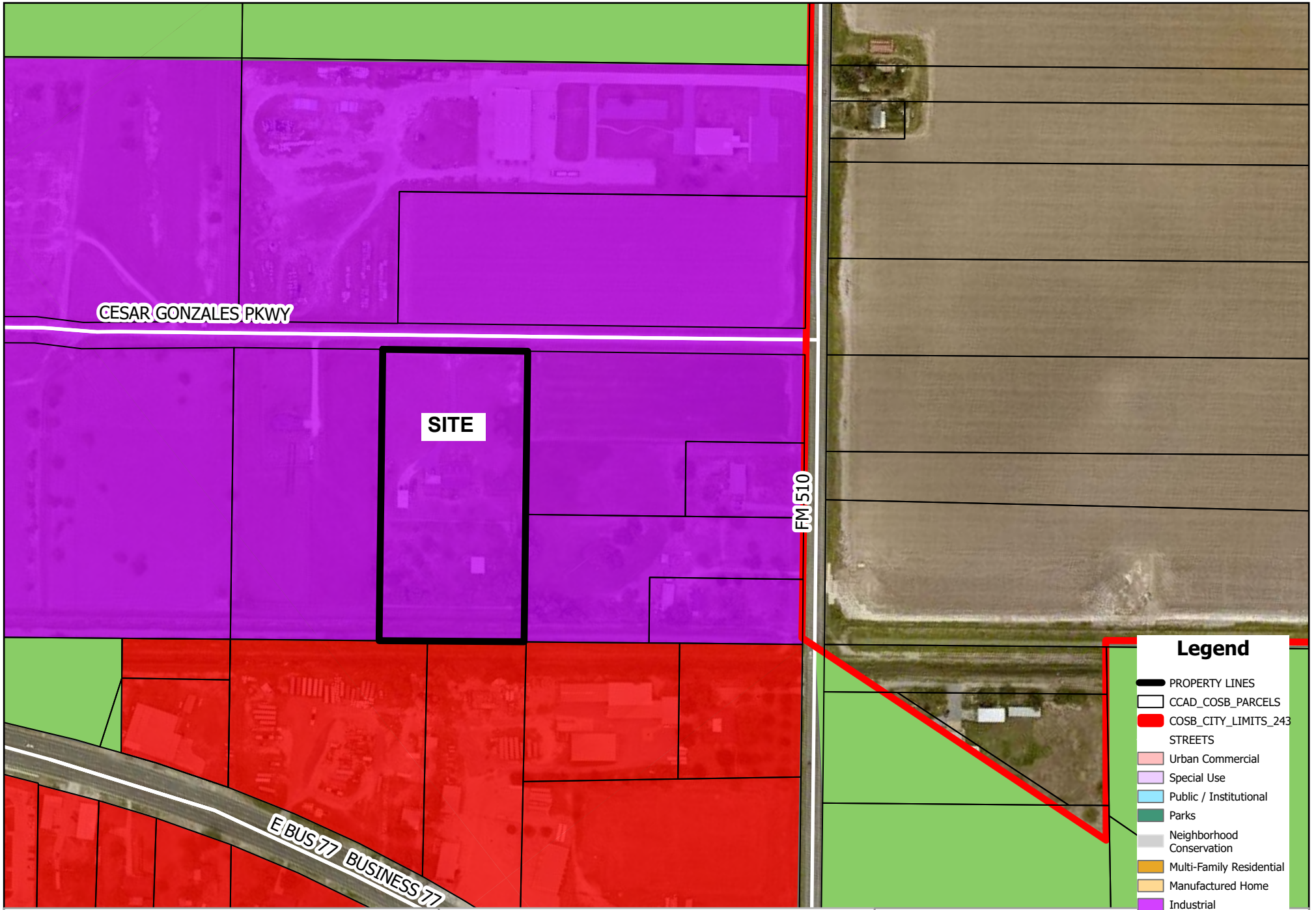
- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS**
- ZONING DISTRICTS**
- AO Agriculture and Open Space
- C-1 Commercial Restricted Business
- C-2 Commercial General Retail Business
- HI Heavy Industry
- LI Light Industry
- MF Multi-Family Residential
- MH Mobile Home
- PDD Planned Development District
- SF-1 Single Family One
- SF-2 Duplex, Residential



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Drawn by: KC

**Zoning Map
251 Cesar Gonzales Pkwy
Rezone from LI to C-2**





Legend

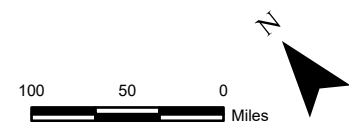
- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS
- Urban Commercial
- Special Use
- Public / Institutional
- Parks
- Neighborhood Conservation
- Multi-Family Residential
- Manufactured Home
- Industrial
- General Residential
- General Commercial
- Agriculture / Open Space



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Drawn by: KC

**Future Land Use Map
 251 Cesar Gonzales Pkwy
 Rezone from LI to C-2**



ORDINANCE NUMBER 2252-AV-020326

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING 5.007 ACRES OF LAND OUT OF BLOCK 6, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM LI “LIGHT INDUSTRY” TO C-2 “COMMERCIAL GENERAL RETAIL BUSINESS”.

WHEREAS, the rezone is consistent with the city’s land use plan as set-forth in the land use map that is a part of the city’s zoning ordinance, and consistent with the city’s intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being 5.007 acres of land out of Block 6, San Benito Land and Water Company Subdivision, recorded in Volume 1, Page 6, Map Records of Cameron County, Texas from LI “Light Industry” to C-2 “Commercial General Retail Business”.

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 20th day of January, 2026.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, 3rd day of February, 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2252-AW-020326, a request to rezone a property located at 734 Whitney Street bearing a Legal Description: Lots Number One (1) and Two (2), in Block Number One (1) in Whitney Subdivision Number Two (2), Cameron County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 19, Map Records of Cameron County, Texas from SF-1 “Single Family One” to C-2 “Commercial General Retail Business”. Applicant: Reymundo Martinez.

RECOMMENDATION:

First Reading. No Action.

RATIONALE:

The applicant is requesting to rezone the property from SF-1 “Single Family One” to C-2 “Commercial General Retail Business” for commercial use. The Future Land Use Map shows the property designated for General Commercial use.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

Location Map
Application
Survey
Zoning Map
Future Land Use Map
Ordinance 2252-AW-020326

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/13/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager



W BUS 77

SITE

WHITNEY ST

DOHERTY ST

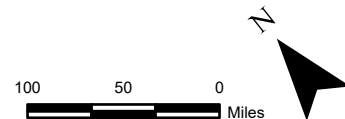
FRANCISCO MADERO ST



GIS Map Disclaimer:
 This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

Location Map
743 Whitney St.
Rezone from SF-1 to C-2



Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS



CITY OF SAN BENITO
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

APPLICATION FOR
REZONING

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICANT INFORMATION (Please PRINT or TYPE)

Name RAYMUNDO MARTINEZ

Address 743 WHITNEY

City SAN BENITO State TEXAS Zip 78586

Phone No. [REDACTED] Fax No. _____

E-mail _____

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property RAYMUNDO MARTINEZ

Address of Property 743 WHITNEY

City SAN BENITO State TX Zip 78586

Legal Description of Property: Lot 182, Block 1

Subdivision WHITNEY SUBDIVISION NUMBER TWO(2)

Existing Zoning SF-1 Proposed Zoning O-2

Existing Land Use _____ Proposed Land Use _____

REQUIREMENTS

- \$350.00 (non-refundable)
- Survey and Metes & Bounds / Recorded Plat
- Tax Certificates (City, School)
- Warranty Deed

Please provide a basic description of the proposed project: WANTING TO REZONE TO BE ABLE TO RENT OUT CURRENT BUILDING FOR COMMERCIAL USE.

I hereby certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [REDACTED]

Property Owner(s) Signature _____

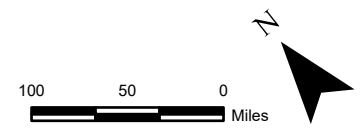
Date 11-7-25

Date 11-7-25


















Zoning Map
743 Whitney St.
Rezone from SF-1 to C-2

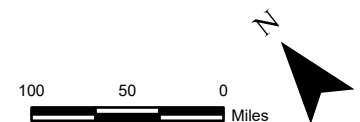
















Legend

-  PROPERTY LINES
-  CCAD_COSB_PARCELS
-  STREETS
- ZONING DISTRICTS**
-  AO Agriculture and Open Space
-  C-1 Commercial Restricted Business
-  C-2 Commercial General Retail Business
-  HI Heavy Industry
-  LI Light Industry
-  MF Multi-Family Residential
-  MH Mobile Home
-  PDD Planned Development District
-  SF-1 Single Family One
-  SF-2 Duplex, Residential



**Future Land Use Map
743 Whitney St.
Rezone from SF-1 to C-2**



- Legend**
-  PROPERTY LINES
 -  CCAD_COSB_PARCELS
 -  STREETS
 -  Urban Commercial
 -  Special Use
 -  Public / Institutional
 -  Parks
 -  Neighborhood Conservation
 -  Multi-Family Residential
 -  Manufactured Home
 -  Industrial
 -  General Residential
 -  General Commercial
 -  Agriculture / Open Space

ORDINANCE NUMBER 2252-AW-020326

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: LOTS NUMBER ONE (1) AND TWO (2), IN BLOCK NUMBER ONE (1) IN WHITNEY SUBDIVISION NUMBER TWO (2), CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 12, PAGE 19, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 “SINGLE FAMILY ONE” TO C-2 “COMMERCIAL GENERAL RETAIL BUSINESS”.

WHEREAS, the rezone is consistent with the city’s land use plan as set-forth in the land use map that is a part of the city’s zoning ordinance, and consistent with the city’s intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Lots Number One (1) and Two (2), in Block Number One (1) in Whitney Subdivision Number Two (2), Cameron County, Texas according to the Map or Plat thereof recorded in Volume 12, Page 19, Map Records of Cameron County, Texas from SF-1 “Single Family One” to C-2 “Commercial General Retail Business”.

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 20th day of January, 2026.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, 3rd day of February, 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to ratify contracts and payment of five invoices totaling \$15,229.32 to American Electric Power (AEP) for new streetlight installations on Shafer Road, Zillock Road, and Yost Road, and streetlight upgrades on Robertson Road and Shafer Road.

RECOMMENDATION:

Staff recommends approval

RATIONALE:

At the City's request, AEP installed new LED streetlights and upgraded existing fixtures on Shafer, Zillock, Yost, and Robertson Roads, as detailed below:

- Shafer Road: 7 new installations (\$2,262.66) and 6 upgrades (\$827.16)
- Zillock Road: 3 new installations (\$2,663.66)
- Yost Road: 7 new installations (\$8,510.82)
- Robertson Street: 7 upgrades (\$965.02)

BUDGET IMPACT:

\$15,229.32 - 5-0310-0546 Street Light Repairs

RESOURCE PERSONNEL:

Edward Enriquez, Director of Administrative Services

EXHIBITS:

Robertson Rd - Upgrade 7 LTS
New Lights Shafer Rd
Shafer RD - Upgrade - 6 ST LTS
New Lights Yost Rd
New Lights Zillock Rd

PREPARED BY: Edward Enriquez

01/13/2026
Date

Director of Administrative Services

Fred R. Sandoval

Fred Sandoval
City Manager

210008028

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TOTAL AMOUNT DUE:	\$965.02
Due Date: October 16, 2025	
Amount Enclosed	\$

City of San Benito
 485 N SAM HOUSTON
 San Benito TX 78586
 United States

Make Check Payable and Send To:
 American Electric Power
 PO Box 371883
 Pittsburgh PA 15250-7883

Invoice: 211-215820070
 Invoice Date: **September 16, 2025**

Please tear on dotted line and return top portion with your payment.

Invoice: 211-215820070

INVOICE



Invoice Date: **September 16, 2025**

Payment Terms: Net 30
 Due Date: October 16, 2025
 Contract No:

Page: 1
 Customer No: 10008028
 Purchase Order: 90260124

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Install Other Facility	7.00	EA	137.86	965.02

Subtotal: 965.02

TOTAL AMOUNT DUE: 965.02 USD

Upgrade 7 Street Lights to LED at Robertson St., San Benito, TX.

Debit/Credit card payments using Discover, MasterCard or Visa can be made online at www.aepmiscreceivables.com or by calling 1-866-270-7946. Maximum of 4 payments of \$5,000 within 30 days are accepted. A fee will be assessed by the card vendor.

Please Wire/ACH Funds To AEP Texas Central Division-Dis
 Citibank, N.A. New York
 ABA/Routing# 021000089
 Account # 30484552

For billing questions, please call: 956-626-2605

Original

AEP Texas

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

City of San Benito
Service: SHAFER RD
SAN BENITO, TX

Mailing: 485 N SAM HOUSTON
San Benito, TX 78586

Contract #: DWMS00000631692 Work Request #: 90255887

Date: 9/12/2025

You, City of San Benito (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Install 7 New 122W LED Street Lights as requested by City of San Benito, in SHAFER RD

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 2,262.66. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to Install 7 New 122W LED Street Lights as requested by City of San Benito, in SHAFER RD, and the Customer agrees to provide provide signed copy of CIAC Agreement, pay for charges on PRO-FORMA, clear location for the installation of AEP facilities, and to be ready to take electric service on or before 09/12/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 12/11/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

City of San Benito
Ricardo Guerra
Mayor
11.20.25

Company

By

Signature:

Title:

Date:

Please send signed agreement to:
American Electric Power
Attn: CIAC Admin San Benito SC
1401 East Business Highway 77
San Benito, TX 78586

Company No: 211

Bill To:
City of San Benito
485 N SAM HOUSTON
San Benito, TX 78586

Contract No: DWMS00000631692

Date: 9/12/2025

PRO FORMA

Customer No: 10008028
Purchase Order: 90255887

Description	Quantity	UOM	Init Amt	Net Amount
Install 7 New 122W LED Street Lights as requested by City of San Benito, in SHAFER RD	1.0	EA	2,262.66	2,262.66

Amount Due: 2,262.66

Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

Step 2: Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

Step 3: Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

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TOTAL AMOUNT DUE:	\$2,262.66
Due Date: October 15, 2025	
Amount Enclosed	\$

City of San Benito
 485 N SAM HOUSTON
 San Benito TX 78586
 United States

Make Check Payable and Send To:
 American Electric Power
 PO Box 371883
 Pittsburgh PA 15250-7883

Invoice: 211-215818819
 Invoice Date: **September 15, 2025**

Please tear on dotted line and return top portion with your payment.

Invoice: 211-215818819

INVOICE



Invoice Date: **September 15, 2025**

Payment Terms: Net 30
 Due Date: October 15, 2025
 Contract No: DWMS00000631692

Page: 1
 Customer No: 10008028
 Purchase Order: 90255887

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Contribution Overhead	1.00		2,262.66	2,262.66

Subtotal: 2,262.66

TOTAL AMOUNT DUE: 2,262.66 USD

Install 7 New 122W LED Street Lights as requested by City of San Benito, in SHAFER RD

Debit/Credit card payments using Discover, MasterCard or Visa can be made online at www.aepmiscreceivables.com or by calling 1-866-270-7946. Maximum of 4 payments of \$5,000 within 30 days are accepted. A fee will be assessed by the card vendor.

Please Wire/ACH Funds To AEP Texas Central Division-Dis
 Citibank, N.A. New York
 ABA/Routing# 021000089
 Account # 30484552

For billing questions, please call: (956) 626-2605

Original

AEP Texas

**Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service**

City of San Benito
Service: 981 STREETLIGHT
SAN BENITO, TX

Mailing: 485 N SAM HOUSTON
San Benito, TX 78586

Contract #: DWMS00000631698 Work Request #: 89717894
Date: 9/12/2025

You, City of San Benito (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Install 7 New 122W LED Street Lights as requested by City of San Benito, in YOST RD

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 8,510.82. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to Install 7 New 122W LED Street Lights as requested by City of San Benito, in YOST RD, and the Customer agrees to provide signed copy of CIAC Agreement, pay for charges on PRO-FORMA, clear location for the installation of AEP facilities, and to be ready to take electric service on or before 09/12/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 12/11/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

City of San Benito
Ricardo Guerra
Mayor
11-20-25

Company

By

Signature:

Title:

Date:

Please send signed agreement to:
American Electric Power
Attn: CIAC Admin San Benito SC
1401 East Business Highway 77
San Benito, TX 78586

Company No: 211

Bill To:
City of San Benito
485 N SAM HOUSTON
San Benito, TX 78586

Contract No: DWMS00000631698

Date: 9/12/2025

PRO FORMA

Customer No: 10008028
Purchase Order: 89717894

Description	Quantity	UOM	Init Amt	Net Amount
Install 7 New 122W LED Street Lights as requested by City of San Benito, in YOST RD	1.0	EA	8,510.82	8,510.82

Amount Due: 8,510.82

Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

Step 2: Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

Step 3: Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

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TOTAL AMOUNT DUE:	\$8,510.82
Due Date: October 15, 2025	
Amount Enclosed	\$

City of San Benito
 485 N SAM HOUSTON
 San Benito TX 78586
 United States

Make Check Payable and Send To:
 American Electric Power
 PO Box 371883
 Pittsburgh PA 15250-7883

Invoice: 211-215818801
 Invoice Date: **September 15, 2025**

Please tear on dotted line and return top portion with your payment.

Invoice: 211-215818801

INVOICE



Invoice Date: **September 15, 2025**

Payment Terms: Net 30
 Due Date: October 15, 2025
 Contract No: DWMS00000631698

Page: 1
 Customer No: 10008028
 Purchase Order: 89717894

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Contribution Overhead	1.00		8,510.82	8,510.82

Subtotal: 8,510.82

TOTAL AMOUNT DUE: **8,510.82 USD**

Install 7 New 122W LED Street Lights as requested by City of San Benito, in YOST RD

Debit/Credit card payments using Discover, MasterCard or Visa can be made online at www.aepmiscreceivables.com or by calling 1-866-270-7946. Maximum of 4 payments of \$5,000 within 30 days are accepted. A fee will be assessed by the card vendor.

Please Wire/ACH Funds To AEP Texas Central Division-Dis
 Citibank, N.A. New York
 ABA/Routing# 021000089
 Account # 30484552

For billing questions, please call: (956) 626-2605

Original

AEP Texas

**Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service**

City of San Benito
Service: 981 STREETLIGHT
SAN BENITO, TX

Mailing: 485 N SAM HOUSTON
San Benito, TX 78586

Contract #: DWMS00000626140 Work Request #: 89716559

Date: 9/12/2025

You, City of San Benito (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Install 3 New 122W LED Street Lights as requested by City of San Benito, in Zillock road

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 2,663.66. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to Install 3 New 122W LED Street Lights as requested by City of San Benito, in Zillock road, and the Customer agrees to provide signed copy of CIAC Agreement, pay for charges on PRO-FORMA, clear location for the installation of AEP facilities, and to be ready to take electric service on or before 09/12/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 12/11/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

City of San Benito
Richard Guerra
Mayor
11-20-25

Company

By

Signature:

Title:

Date:

Please send signed agreement to:
American Electric Power
Attn: CIAC Admin San Benito SC
1401 East Business Highway 77
San Benito, TX 78586

Company No: 211

Bill To:
City of San Benito
485 N SAM HOUSTON
San Benito, TX 78586

Contract No: DWMS00000626140

Date: 9/12/2025

PRO FORMA

Customer No: 10008028
Purchase Order: 89716559

Description	Quantity	UOM	Init Amt	Net Amount
Install 3 New 122W LED Street Lights as requested by City of San Benito, in Zillock road	1.0	EA	2,663.66	2,663.66

Amount Due: 2,663.66

Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

Step 2: Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

Step 3: Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

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TOTAL AMOUNT DUE:	\$2,663.66
Due Date: October 15, 2025	
Amount Enclosed	\$

City of San Benito
 485 N SAM HOUSTON
 San Benito TX 78586
 United States

Make Check Payable and Send To:
 American Electric Power
 PO Box 371883
 Pittsburgh PA 15250-7883

Invoice: 211-215818793
 Invoice Date: **September 15, 2025**

Please tear on dotted line and return top portion with your payment.

Invoice: 211-215818793

INVOICE



Invoice Date: **September 15, 2025**

Payment Terms: Net 30
 Due Date: October 15, 2025
 Contract No: DWMS00000626140

Page: 1
 Customer No: 10008028
 Purchase Order: 89716559

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Contribution Overhead	1.00		2,663.66	2,663.66

Subtotal: 2,663.66

TOTAL AMOUNT DUE: 2,663.66 USD

Install 3 New 122W LED Street Lights as requested by City of San Benito, in Zillock road

Debit/Credit card payments using Discover, MasterCard or Visa can be made online at www.aepmiscreceivables.com or by calling 1-866-270-7946. Maximum of 4 payments of \$5,000 within 30 days are accepted. A fee will be assessed by the card vendor.

Please Wire/ACH Funds To AEP Texas Central Division-Dis
 Citibank, N.A. New York
 ABA/Routing# 021000089
 Account # 30484552

For billing questions, please call: (956) 626-2605

Original



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve an agreement between Toshiba and the City of San Benito for the purchase of one (1) Brother MFC-EX915DW copier in the amount of \$1,459.15, with an associated monthly service fee of \$51.60, for the San Benito Police Department Communications Center.

RECOMMENDATION:

The City Staff recommends approval.

RATIONALE:

The printer located at the San Benito Police Department's Communications Center main dispatch console is currently inoperable. After inspection, it was determined that the printer cannot be repaired. Toshiba, the City's current copier service provider, has submitted a proposal to replace the unit with a printer that includes scanning capabilities. The existing printer did not have scanning functionality.

Dispatch personnel rely on a dependable printer to produce critical documents related to daily police operations. The proposed replacement will improve operational efficiency by adding scanning capability while restoring reliable printing service. Additionally, the service agreement included with the purchase will ensure that Toshiba provides routine inspection and maintenance and responds promptly to any future malfunctions.

BUDGET IMPACT:

The purchase cost \$1,459.15 along with a \$51.60 monthly service fee from Account #5-0125-0546.

RESOURCE PERSONNEL:

Mario Perea, Police Chief

EXHIBITS: Toshiba Proposal

PREPARED BY: Mario G. Perea
Chief of Police

01/13/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.**
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting special terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.**
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.**
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.**
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.
27. **Opt In.** You hereby consent to receive electronic marketing communication on Toshiba products and services.

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 36 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. MOVES/ADDS/CHANGES. In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.

12. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA

DELIVERY AND ACCEPTANCE CERTIFICATE

TOSHIBA

FINANCIAL SERVICES

ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number:	("Contract")
Legal Company Name: City of San Benito	("Customer")

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Name:	Signature: X	Title:	Date:
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TOSHIBA

AUTOMATED METER READ PROGRAM OPTIONS

AM-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Maria Saenz

CUSTOMER INFORMATION

Customer Name: City of San BenitoCustomer Contact: Mario PereaBilling Address: 485 NORTH SAM HOUSTON BLVDPhone #: (956) 361-3804

Ext.

Customer PO #:

Suite #:

Meter Contact: Richie TrevinoMeter Phone: (956) 361-3804City: SAN BENITOState: TXZip: 78586-4666Meter Email: richie@cityofsanbenito.com

METER COLLECTION CHOICES:



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

 Yes No

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

PDF copy of invoice sent to email listed below

Invoice Portal Access:

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: mperea@cityofsanbenito.com

CUSTOMER ACCEPTANCE:

Print Name:

Signature:

Title:

Date:

TOSHIBA

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Maria Saenz

CUSTOMER INFORMATION

Customer Name: <u>City of San Benito</u>	Customer Contact: <u>Mario Perea</u>
Billing Address: <u>485 NORTH SAM HOUSTON BLVD</u>	Phone #: <u>(956) 361-3804</u> Ext. <u> </u> Customer PO #: <u> </u>
Address 2: <u> </u>	IT Contact: <u>Richie Trevino</u> IT Phone #: <u>(956) 361-3804</u>
City: <u>SAN BENITO</u> State: <u>TX</u> Zip: <u>78586-4666</u>	eMail: <u>richie@cityofsanbenito.com</u>

CONNECTIVITY OPTIONS (Check All That Apply)

 OPTION A: Network Administrator Integration and Training FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

<input type="checkbox"/> OPTION B: Custom Network Integration - Variable / Additional Charges	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: <u>X</u>	Title:	Date:
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DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: <u>X</u>	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: <u>X</u>	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve an Artwork Loan Agreement between the artist Ray Smith and the City of San Benito for the solo exhibition, *The Architecture of Vulnerability*, opening February 19 through May 23, 2026, at the San Benito Cultural Heritage Museum located at 250 East Heywood Street, San Benito, Texas 78586.

RECOMMENDATION:

Staff recommends approval.

RATIONALE:

To provide the City Commission with an opportunity to review and approve a loan agreement for *The Architecture of Vulnerability*, a solo exhibition by internationally recognized artist Ray Smith, to be presented at the San Benito Cultural Heritage Museum. This exhibition advances the City of San Benito's commitment to cultural programming that reflects the lived experiences, histories, and resilience of our border community, while elevating the Museum's role as a regional platform for significant contemporary art. The proposed exhibition strengthens cultural identity, public engagement, and educational opportunities by connecting local narratives of the Rio Grande Valley to broader social, economic, and environmental conversations through the work of a world-renowned artist with deep roots in the border region.

BUDGET IMPACT:

Falls within our Cultural Programming budget for this fiscal year.

RESOURCE PERSONNEL:

Aleida Garcia, Museum Director

EXHIBITS: Ray Smith Loan Agreement

PREPARED BY: Aleida L. Garcia
Cultural Arts Director

01/12/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



City of San Benito
OBJECT LOAN AGREEMENT

Ray Smith

This Object Loan Agreement is entered into by _____ (Lender)
and the City of San Benito as follows:

Exhibition Title and Dates:

Before the Fall: The Architecture of Vulnerability / Feb. 19-May 23, 2026

Loan Commencement/Termination Dates and Location:

January 26-May 30, 2026

San Benito Cultural Heritage Museum, 250 E. Heywood St., San Benito, TX 78586

Primary Contact: *Mariana Smith*

Lender and Address:

Mobile phone: *917-846-5095*

Office:

Lender Email Address: *raysmithstudio@gmail.com* *marianasmithstudio@gmail.com*

Credit line for label, marketing and promotion, and/ or catalog:

On Loan from the artist

How many pieces of Object are subject to the Agreement? *See List* (Lender will provide by written attachment hereto the information requested in this Agreement with regard to each piece of Object.) ***(Please see attached list)***

Do you wish to carry your own insurance? (Please refer to conditions printed on the reverse.) ___ Yes ^x ___ No

If you do not hold exclusive copyright, identify the current holder: *N/A*

Lender/Artist credit:

On Loan from the artist

Lender's special instructions:

TERMS AND CONDITIONS GOVERNING THE OBJECT LOAN AGREEMENT

1. Unless permission is refused in writing, it is understood that the Lender authorizes the City of San Benito to photograph and reproduce in any media the loans for catalog publications and for archival, educational, and publicity purposes. Unless otherwise instructed in writing, the City of San Benito will grant credit to the Lender as specified on the face of this agreement in any labels or publications. If there is more than one piece of Object subject to this Agreement, the information required on page one of this Agreement must be provided by the Lender in writing attached hereto and incorporated herein for each piece of Object. City of San Benito shall have no obligation or liability hereunder for any object that is not identified and described in writing as required herein.
2. Unless the Lender elects to maintain its own insurance coverage for the loan period, the City of San Benito will insure the objects under an all-risk property insurance policy, for the amount indicated on the face of this agreement, against all risks of physical loss or damage from any external cause while on location during the period of the loan. The policy referred to contains limitations for acts of God and the usual exclusions for loss or damage due to wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to and resulting from any authorized repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace or war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation or trade. The party that makes the transportation arrangements for the objects to or from the Exhibit must provide for appropriate insurance coverage as specified herein.
3. If the Lender elects to maintain its own insurance, the Lender's insurance shall be primary. Lender agrees to request a waiver of subrogation from its insurer in writing in favor of the City of San Benito prior to the Exhibit. If the Lender fails to request the waiver of subrogation, the agreement shall constitute a release of the City of San Benito from all liability in connection with the loan.
4. The objects shall remain in the possession of the City of San Benito in the Exhibition for which it has been borrowed, for the time specified in this agreement, but may be withdrawn from the Exhibition at any time by the City of San Benito. The objects will be returned only to the Lender at the address shown in this agreement unless the City of San Benito is notified in writing. If the legal ownership of the loan shall change during the period of the loan, the new owner may, before its return, be required to establish legal right to receive the loan by proof satisfactory to the City of San Benito. Lender may choose to make arrangements for the return of the loan at Lender's expense, including insurance, at the loan termination date by notifying City of San Benito in writing 15 calendar days before the termination of the Agreement.
5. Except in case of emergency to preserve the Object, the objects will not be cleaned, restored, or otherwise altered without the written consent of the Lender, except in an emergency, in which case the Lender will be notified by telephone and in writing.
6. Except as set forth by Lender above, Lender warrants that it has all right, title, and ownership interest in the Object, and that the Object is not subject to any ownership, lien, encumbrance, copyright infringement, or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of the City of San Benito.
7. This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement may not be assigned by either party without the express written consent of the other, in advance.
8. This Agreement and attachments referenced herein, if any, constitute the entire understanding between the parties concerning the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery.
9. **THE CITY OF SAN BENITO AND THE LENDER AGREE THAT THE EXHIBITION OF LENDER'S OBJECTS IS FOR THE MUTUAL BENEFIT OF LENDER AND CITY. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WAIVER OF THE CITY OF SAN BENITO'S GOVERNMENTAL IMMUNITY, AND THE CITY SHALL ONLY BE LIABLE UNDER THIS AGREEMENT TO THE EXTENT AND TO THE DEGREE WAIVED BY THE TEXAS STATE LEGISLATURE IN THE TEXAS TORT CLAIMS ACT, SPECIFICALLY THOSE LIMITS OF LIABILITY IMPOSED BY TEXAS CIVIL PRACTICE AND REMEDIES CODE §101.023. LENDER FURTHER ACKNOWLEDGES AND AGREES THAT THE CITY WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR**

OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

10. The Lender shall defend, indemnify, and hold the City, and the City's officers, employees, and agents, harmless from and against any and all claims, suits, liabilities, losses and expenses (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, including claims brought for copyright or trademark infringement arising from the acts or omission of Lender.

11. Lender acknowledges that he/she is familiar with the terms of Title 6(A) Texas Property Code, Chapter 80 et seq, which, in addition to its other provisions, provides that a person who deposits property with a museum is responsible for informing the museum promptly in writing of any change in that person's address or of any change in the ownership of the property on deposit. The Code also provides that a museum may give the lender notice of the museum's intent to terminate a loan that was made for an indefinite term or for a term in excess of seven years. A notice of intent to terminate a loan given under that section must comply with Section 80.003 and must include a statement containing substantially the following information: "The records of (name of museum) indicate that you have property on loan to it. The museum wishes to terminate the loan. You must contact the museum, establish your ownership of the property, and make arrangements to collect the property. If you fail to do so within 65 days after the date of this notice, you will be deemed to have donated the property to the museum. See Chapter 80, Property Code." The Code also provides that if, within 65 days after the date of the notice given under Subsection (a), the lender fails to contact the museum, establish ownership of the property, and make arrangements to collect the property, the property is considered to be donated to the museum. The Code also provides that for this chapter, a loan for a specified term becomes a loan for an indefinite term if the property remains in the custody of the museum when the specified term expires.

12. Either party may terminate this Agreement by giving the other party 30 calendar days' written notice.

I have read and agree to the attached Terms and Conditions Governing Object Loan Agreement printed on the reverse, and certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Signed, this _____ day of _____ 2025 in San Benito, Cameron County, Texas.

City of San Benito
Attn: Mayor
401 N. Sam Houston Blvd.
San Benito, TX 78586

CITY OF SAN BENITO

Mayor Ricardo Guerra

ATTEST:

Ruth A. McGinnis
City Secretary

Date

Lender: *Ray Smith*
394 W/HIDALGO AVE
RAYMONDVILLE TX
78580

Mariana

Signature of Artist or Representative

1/7/26

Date



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the Amended Subrecipient Agreement between the City of San Benito and the Community Development Corporation of Brownsville for the administration of Community Development Block Grant-CV (CDBG-CV) funds.

RECOMMENDATION:

Staff recommends approval of the amended Subrecipient Agreement with the Community Development Corporation of Brownsville. The amendment ensures program compliance, clarifies performance expectations, and supports the timely expenditure of CDBG-CV funds to benefit eligible residents.

RATIONALE:

The City of San Benito entered into a Subrecipient Agreement with the Community Development Corporation of Brownsville to administer CDBG-CV funds for eligible activities, including rental, mortgage, and utility assistance programs. The program experienced delays in its initial implementation as details and compliance requirements were refined to meet federal and local guidelines. The amended agreement reflects updated timelines and conditions necessary to ensure compliance with HUD regulations and successful program delivery. Approval of this amendment will allow the Subrecipient to continue providing critical assistance to low- and moderate-income households impacted by COVID-19.

BUDGET IMPACT:

The CDBG-CV grant has a remaining \$235,809.89 for resident assistance and \$52,818.66 for grant administration, with no impact on the City's General Fund.

RESOURCE PERSONNEL:

Diana Garza, Assistant City Manager

EXHIBITS: COSB AMENDED_Subrecipient Agreement_1.12.26

PREPARED BY: Diana Garza
 Assistant City Manager

01/13/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



**SUBRECIPIENT AGREEMENT BETWEEN
CITY OF SAN BENITO
AND
COMMUNITY DEVELOPMENT CORPORATION OF
BROWNSVILLE
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT- CV FUNDS**

THIS AGREEMENT between the **CITY OF SAN BENITO** (herein called the "City") and **Community Development Corporation of Brownsville** (herein called "Subrecipient") (and collectively as the "Parties") is effective on the date of the last of the signatures by the Parties to this Agreement.

WHEREAS, the City has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the City's COMMUNITY DEVELOPMENT BLOCK GRANT-CV ("CDBG") Program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance number 14.218, PublicLaw93-383, Grant#B-20-MW-45-0501; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing **CDBG-CV funds to prevent, prepare for, and respond to coronavirus;**

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(6), the City may provide CDBG Fwlds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(0) (referred to collectively and individually as "subrecipients") to be used by the subrecipients to provide certain eligible services in connection with the City's desire to develop viable urban communities through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, Subrecipient desires to participate in the CDBG Program as a Subrecipient by providing necessary services to enhance the quality of life for low- and moderate-income citizens in the City; and

WHEREAS the City has approved the provision of CDBG Program funds to be used by the Subrecipient to provide certain services (the "Project Services") as more particularly described in the Project Description and Activity Budget attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the Subrecipient represents and warrants to the City that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A, Exhibit H, and Exhibit I;** and

WHEREAS, the Subrecipient represents and warrants to the City that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit A.**

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE- Statement of Work & Budget

Activities 24 CFR 570.503

The Subrecipient shall perform all Project Services in accordance with this Contract, including the Recitals

and Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program: **Rental, Mortgage and Utility Assistance Programs**

A. **Program Delivery**

See **Exhibit A & Exhibit H** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided. To avoid duplication of benefits, review **Exhibit I**.

Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, a Federal agency must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source.

B. **National Objectives**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons (LMC) CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the subrecipient by providing the above activity. See **Exhibit B** for check list of acceptable documentation.

C. **Levels of Accomplishment- Goals and Performance Measures**

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit D**.

D. **Staffing**

Subrecipients must identify all positions related to the CDBG program such as monthly salary, percentage of CDBG, etc. Please refer to exhibit D for further reference. This must be completed by the Subrecipient with the Community Development Block Grant agreement and the application.

For detailed personnel information please view **Exhibit C**.

E. **Performance Monitoring**

The CITY will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the CITY will constitute noncompliance with this MOU. IF NON-COMPLIANCE DRASTICALLY AFFECTS THE SPENDING RATIO OF CDBG ANNUAL ALLOCATION (TIMELINESS TEST) 24 CFR 570.902 may cause for Deobligation of funds specified in this MOU.

The Subrecipient MUST BEGIN INCURRING COSTS WITHIN 60 DAYS IF AWARD (i.e.

Initiate procurement, architectural and engineering costs, purchase of equipment,) or the deobligation of

funds may take place. Further, the Subrecipient has approximately 26 months to complete the project, unless an extension is granted in writing. The Subrecipient may request an extension by formal request on City letterhead addressed to the Director.

F. Contract Administration

The City Manager of the City of San Benito, hereinafter called the "City Manager", the City Manager Designee hereinafter referred to as "His/Her Designee," shall have full authority to act for City in the administration of this Contract consistent with the provisions contained herein.

II. TERM OF AGREEMENT

Services of the Subrecipient shall start on the **1st day of October, 2024** and shall be completed by no later than **31st day of December, 2026**, or until the administration or program funds allocated for this Agreement are fully expended.

III. COMPENSATION

For such performance of the Project Services, City shall reimburse Sub-Recipient an amount not to **exceed SIXTY FOUR THOUSAND SIX HUNDRED THIRY SIX DOLLARS 00/100 (\$64,636.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in Exhibit"G", or from CDBG Program Income, as described in 24 CFR 570.S00(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services. The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the City's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds of the City. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. For personnel reimbursement requests, upon approval, the City will reimburse net pay (fringe benefits will not be paid). Amendments to the budget are limited to two (2) and must be approved in writing by both the City and Subrecipient using Exhibit E.

IV. PROGRAM DISBURSEMENT

For such performance of the program, disbursement, City shall reimburse recipient an amount not to **exceed THREE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS 00/100 (\$323,182.00)** ("Reimbursement Amount") which shall constitute full and complete reimbursement here under for the program disbursement. **COMMUNITY DEVELOPMENT BLOCK GRANT FUND REQUEST FORM SUBRICIPIENT** shall submit to the CITY monthly request for disbursement ("Reimbursement Request") of CITY CDBG-CV funds the amount requested shall be equal to the amount expended by SUBRECIPIENT for eligible costs. The SUBRECIPIENT acknowledges that it may request funds reimbursement for all eligible costs. All hard costs that the SUBRECIPIENT is requesting reimbursement for shall be submitted in such detail to associate the cost with a specific CDBG-CV assisted address.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **THREE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS 00/100 (\$323,182.00)**, unless otherwise an amendment is approved by the City. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the City, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"). The request and support documentation shall be submitted to the City in such form acceptable to the City in its sole and absolute discretion. Such Supporting Statement shall be submitted prior to any payment, in whole or in part, by the City of the Reimbursement Amount.

PROGRAM REIMBURSEMENT DEADLINES SUBRECIPIENT shall start submitting Reimbursement Requests within thirty (30) days upon execution of this agreement. The CDBG-CV award must be expended in its entirety on or before that date one (11) months from the effective extended date of this agreement. Any funds not expended by that date shall be retained by the CITY for other CDBG-CV eligible uses. Requests for reimbursement for the final invoices must be submitted no later than thirty (30) days after the (11) months/effective date of this contract extension. The CITY will review, approve, and reimburse the SUBRECIPIENT within thirty (30) days of an approved request for reimbursement from the SUBRECIPIENT. Pending reimbursements shall not exceed thirty (30) days or \$50,000 CDBG out of pocket expenses without reimbursement must not exceed \$50,000.00.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this contract shall be directed to the following contract representative:

<u>City</u>	<u>Subrecipient</u>
City of San Benito Office of CDBG 485 N. Sam Houston Blvd., San Benito, Texas 78586 956-361-3800 <i>Office</i> 956-361-3813 <i>Fax</i>	Community Development Corporation of Brownsville 901 E. Levee St. Brownsville, Texas 78520 956-541-4955 Office

VII. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) Circular A-122, as amended and superseded by 2 CFR Part 230 Appendix B; and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities; and the City's Contract Accounting and Administration Handbook.

Both Parties agree to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

1. Requirements

- a. CDBG Subrecipients must reevaluate the program participant's eligibility and the types and amounts of assistance the participant needs.
- b. Agency goals and performance can be found in **Exhibit D.**
- c. 100% Match will be not be required.

B. CITY Recognition

The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this AGREEMENT. All activities, facilities and items utilized pursuant to this AGREEMENT shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.

C. Amendments

The CITY or SUBRECIPIENT may amend this AGREEMENT upon the CITY's discretion, provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY and applicable administrators. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this AGREEMENT.

The CITY may, in its discretion, amend this AGREEMENT to conform with Federal, State and/or Local governmental guidelines, policies and available funding agreements, or for other reasons. If such amendments are approved by CITY and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by formal written amendment (amendment request form **Exhibit F** signed by both CITY and SUBRECIPIENT).

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Sub-Recipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due its personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Sub-Recipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold CITY harmless from, and indemnify and defend CITY against any and all claims brought against CITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain, and furnish to CITY a Certificate of insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence,

\$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement, reflecting the City of San Benito as beneficiary. This requirement shall be to meet SUBRECIPIENT'S duty of indemnification under this paragraph.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the City.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 2 CFR 200.325, Bonding and Insurance.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the CITY may suspend or terminate this AGREEMENT if the SUBRECIPIENT materially fails to comply with any terms of this AGREEMENT, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this AGREEMENT;
3. Ineffective or improper use of funds provided under this AGREEMENT; or
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 200.339, this AGREEMENT may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for

such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety. Remedies for Non Compliance set forth in 2 CFR 200.338.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Sub-Recipient from the City pursuant to this

Contract shall be maintained separate and apart from any other funds of the Sub-Recipient or of any principal or member of the Sub-Recipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract. All cost allocated to the grant must be necessary and reasonable for the performance of the federal award under 2 CFR Part 200.404. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

B. Documentation and Record Keeping

I. Records to be Maintained

The Subrecipient shall maintain all records required by the City and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR PART 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period,

whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of

future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the City within thirty (30) days. In the event the City uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the City its legal fees and court costs in addition to awards.

7. Monitoring and Evaluation.

The City will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the City and HUD shall have the right of access to

all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. The City Manager or His/Her Designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

I. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. If the project generates Program Income, the SUBRECIPIENT is responsible for confirming the percentage of CDBG cost participation.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City in the form, content and frequency as required by the City. For Reporting, review **Exhibit F.**

D. Procurement

1. Compliance

For Subrecipient, compliance with applicable requirements is covered through this subrecipient agreement. The following general requirements are applicable:

- All CDBG requirements are applicable to subrecipients
- Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200.

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Super Circular (formerly known as OMB Circular)

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with all local, state and federal procurement as required in 2 CFR Part 200.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
2. Real property under the subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **\$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period or such longer period of time as the City deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

F. Fiscal Limitations.

Both Parties acknowledge that the United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the City reserves the right to revise this Contract in order to take into account actions affecting

CDBG Program funding. Notwithstanding the provisions of Section 22 herein, in the event of a CDBG funding reduction, the City may: 1) reduce the budget of this Contract, as a whole or as to a cost category; 2) limit the right of the SUBRECIPIENT'S authority to commit and spend funds; or 3) restrict the SUBRECIPIENT'S use of both its uncommitted and its unspent funds.

Where HUD has directed or requested the City to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the City Manager, or His Designee, may act for the City in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the City Manager has reasonable grounds to question that the SUBRECIPIENT has materially complied with the terms of this Contract, City Manager, or His Designee, may act for the CITY in suspending the operation of this Contract for up to sixty (60) days, upon notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the City affect expenditures and legally binding commitments made by the SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that the SUBRECIPIENT is in compliance with the terms of this Contract.

VI. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition

or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

Sub-Recipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Sub-Recipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VII. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights** a. **Compliance**

The Subrecipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section

504_ of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

a. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-

Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX. A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

a. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as-amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135.38, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or

other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of

noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts related to the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2- CFR 200 and 570.611, which include (but are not limited to) the following

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

- agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 G), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Sub-Recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant

- be given a copy of the statement required by paragraph 8(a) of this Section;
- d. Notifying the employee in the statement required by paragraph 8(a) of this Section that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the City in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and

telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Sub-Recipient shall comply with the ADA.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.

- HUD Environmental Review Procedures (24 CFR, Part 58).

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special: flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set

forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

XIII. EFFECTIVE DATE

The effective date of this agreement shall be effective on the date of the last of the signatures by the Parties to the Agreement. Such date being the date the agreement is executed by the authorized officials from the City of San Benito, and shall terminate upon completion of the project.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, ".]

Approved and signed this _____ day of _____, 2024.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City

By: _____

Attest: _____

Countersigned: _____

Subrecipient

By: _____

Attest: _____

Countersigned: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

STATE OF TEXAS §

§

COUNTY OF CAMERON §

BEFORE ME, the undersigned, a Notary Public on this day personally appeared _____ as City Manager of the City of San Benito, known to me _____ to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of San Benito a Home Rule City, and that she or he had executed the same as the act of such Home Rule City for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN TO ME UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY of _____, 2024.

(SEAL)

Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS

§

CITY OF SAN BENITO

§

§

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on _____ by _____ as Director of _____ a Texas nonprofit corporation, on behalf of said corporation.

(seal)

NOTARY PUBLIC, State of Texas

Name: _____

My Commission Expires: _____

Exhibits

Exhibit A: Project Description & Budget Exhibit

B: National Objectives

Exhibit C: Personnel Staff List

Exhibit D: Project Schedule & Benchmark

Exhibit E: Amendment

Exhibit F: Reporting & Tracking Worksheet

Exhibit G: CDBG Certification & Regulations

Exhibit H: Rental Assistance Program Policies and Procedures

Exhibit I: Duplication of Benefits Policies and Procedures Exhibit

J: Insurance and Sam.gov



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to purchase one Dodge Durango Police Pursuit vehicle from CZAR Companies, LLC, for the total amount of \$46,045.00.

RECOMMENDATION:

The City Staff recommends approval.

RATIONALE:

This vehicle will be added to the San Benito Police Department Patrol Division to replace a Dodge Durango that is out of commission. We have all the emergency equipment to install in this vehicle once we receive it. Two quotes were submitted, one from CZAR Companies LLC a BuyBoard approved vendor, and one from SAMES a TIPS approved vendor.

BUDGET IMPACT:

\$46,045.00 out of Asset Forfeiture Account #23-5-0210-0711.

RESOURCE PERSONNEL:

Mario Perea, Police Chief

EXHIBITS:

SAN BENITO WDEE75 26MY DODGE DURANGO OURSUIT AWD
WHITE STOCK QUOTE 4265 12.22.25
San Benito Durango

PREPARED BY: Mario G. Perea
Chief of Police

01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

CZAR COMPANIES LLC dba CAMERON COUNTRY CDJR
2102 THORNTON STREET CAMERON, TEXAS 76520-5513
BUYBOARD 724-23

End User: SAN BENITO POLICE DEPT **Caldwell Rep:** MIKE ARIZMENDIS
Contact: CHIEF MARIO PEREA **Phone:** (979) 567-1500
Phone/ Email: MPEREA@CITYOFSANBENITO.COM/956-361-3880 **Date:** Monday, December 22, 2025
Product Description: 2026 Dodge Durango (WDEE75) Pursuit AWD **Email:** MIKE@CAPFLEET.COM

A. Bid Series: 2026 DODGE DURANGO PURSUIT AWD **A. Base Price:** \$ 44,550.00

B. Published Options [Itemize each below] **Quote Number:** 4265

Code	Model Vehicle				
WDEE75	2026 Dodge Durango (WDEE75) Pursuit AWD				
Code	Options	Bid Price	Code	Options	Bid Price
ADL	Skid Plate Group	\$0.00	WBN	Wheels: 18" x 8" Black Steel	\$0.00
DPM	3.09 Rear Axle Ratio	\$0.00			
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00			
JCJ	160 mph Primary Certified Speedometer	\$0.00			
Z6J	GVWR: 7,100 lbs	\$0.00			
22Z	Quick Order Package 22Z	\$0.00			
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$0.00			
DFD	Transmission: 8-Speed Automatic 8HP70	\$0.00			
PW7	White Knuckle Clearcoat	\$0.00			
Total of B. Published Options					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number:

F. Delivery ETA: STOCK UNIT REF TC192581 \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge 365 miles \$ 1,095.00

K. Subtotal \$ 45,645.00

L. Quantity Ordered 1 x K = \$ 45,645.00

M. Trade in:

N. Coop Fee per purchase order \$ 400.00

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 46,045.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



**Government
Fleet Sales**

QUOTE#: SAG1687
DATE: 01/06/2026
EXPIRES: 01/31/2026

QUOTE FROM:

Sames Bastrop CDJ, Inc
1586 State Hwy 71
Cedar Creek, TX 78612
OUTSIDE SALES MANAGER: JORGE FUENTES | 956-330-1502 |
JFUENTES@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:

San Benito Police Department

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Dodge DURANGO PURSUIT AWD V8 WDEE75	TIPS 240901	WHITE	1	\$47466.00	\$47,466.00

DESCRIPTION:

2026 Dodge Durango (WDEE75) Pursuit AWD

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
Quick Order Package 22Z White Knuckle Clearcoat Engine: 5.7L V8 HEMI Transmission: 8 Speed Automatic Black, Cloth Bucket Seats w/Rear Vinyl Skid Plate Group 3.09 Rear Axle Ratio Wheels: 18" x 8" Black Steel Tires: 255/60R18 On/Off Road Remote Keyless Entry Cruise Control Power Windows/Door Locks Vinyl Flooring HD Rear Vision Camera			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				\$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-
		-
		TRANSPORT (10 MILES) x 1
		\$599.00
		GRAND TOTAL
		\$48,065.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the purchase of ten (10) Dell laptops and ten (10) Dell tablets from SHI Government Solutions, Inc., utilizing funds from the Ladd and Kathrine Hancher Library Foundation Grant, for an amount not to exceed \$12,078.30.

RECOMMENDATION:

Staff recommends purchasing this equipment with funds from the Ladd and Kathrine Hancher Library Foundation Grant to enhance and expand public computer class offerings.

RATIONALE:

The purchase of ten laptops and ten tablets is recommended to enhance the library's public computer classes and digital literacy services. Increased demand for technology training requires additional equipment to support hands-on instruction, workforce development, and access to online resources. Laptops will support full-function computing needs, while tablets will enhance introductory and accessibility-focused instruction. This investment supports equitable access to technology and advances the library's mission to reduce the digital divide in the community.

BUDGET IMPACT:

The funds used for this purchase are from a grant that was awarded October 2025.

RESOURCE PERSONNEL:

Augustin Carrera, Library Director

EXHIBITS:

SHI Quote-26848696
DOC010726

PREPARED BY: Augustin Carrera
Library Director

01/13/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



Pricing Proposal
 Quotation #: 26848696
 Created On: 11/10/2025
 Valid Until: 1/30/2026

TX-City of San Benito

Pubsec inside account executive

Ricardo Trevino

601 N Oscar Williams Road
 San Benito, TX 78586
 United States
 Phone: 9563613800
 Fax:
 Email: richie@cityofsanbenito.com

Marco Martinez

300 davidson ave.
 Somerset
 nj
 Phone: 7325071364
 Fax:
 Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell Latitude 3140 Dell - Part#: 3000196167019.1 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 Note: Dell Latitude 3140 BTX, Intel(R) Processor N100, 4GB 4800MHz LPDDR5x, Intel UHD Graphics for Intel Processor N100 with 4GB Memory and 128GB Hard Drive, and TPM, 11.6" HD (1366x768), Touch, Single Mic, WLAN capable, Gorilla Glass, 2-in-1	10	\$539.59	\$5,395.90
2 Dell Pro 14 PC14255 Dell - Part#: 3000196166076.1 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 Note: Dell Pro 14 BTX Base, AMD Ryzen(TM) 5 220 Processor (22 MB cache, 6 cores, 12 threads, up to 4.9 GHz, Windows 11 Pro, 16 GB: 1 x 16 GB, DDR5, 5600 MT/s, 256 GB TLC SSD	10	\$668.24	\$6,682.40
		Total	\$12,078.30

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 20 days.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices.

For more information, contact AssetRecoveryServices@SHI.com

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Free shipping. Easy returns within 30 days. See Details | Questions? Call 877-ASK-DELL or Click to Chat

Cart (20 Items)


[Remove All Items](#) [My Saved Items](#)


We're sorry, your cart can hold a maximum of 19 systems. For help with a larger order, please call 1-877-275-3355 or chat with an agent. ✕

Compare these laptops

 Dell Pro 14 Laptop \$9,717.70	 Latitude 3140 Laptop \$7,436.10
---	---

[Compare Items](#)

Items	Quantity	Price
 <p>Dell Pro 14 Laptop Save for later</p>	<p>– <input type="text" value="10"/> + Remove Items</p>	<p>\$9,717.70</p>
<p>View Details ▾</p>		
<p>Warranty & Support ▲</p> <p>Includes a Basic Onsite Service after remote diagnosis with Hardware-Only Support, 12 Month(s)</p> <p>Upgrade to ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr, 12 Month(s) \$46.07 Per System</p> <p>Add To Cart</p> <p>Dell Recommended Show Details</p>		
<p>Delivery to postal code ▾</p> <p>Enter postal code for delivery date.</p>		

 <p>Latitude 3140 Laptop Save for later</p>	<p>– <input type="text" value="10"/> + Remove Items</p>	<p>\$7,436.10</p>
<p>View Details ▾</p>		
<p>Warranty & Support ▾</p>		
<p>Delivery to postal code ▾</p> <p>Enter postal code for delivery date.</p>		



Earn Dell Rewards

Members earn up to 3X (9%) back on select Alienware monitors for a limited time.
[Sign In](#) Or [Create account](#)

Coupon

<input type="text" value="Enter code"/>	Apply Coupon
---	------------------------------

Items (20)	\$17,153.80
Delivery	FREE
Subtotal	\$17,153.80

[Checkout](#)

Unlock \$50 (5,000 points) bonus Dell Rewards dollars* just for opening a Dell Pay Credit Account[®] (must enroll/ be enrolled in the Dell Rewards Program).

[Apply](#)

Pay with **PayPal**

Buy with **G Pay**



[Share Cart](#)