



**NOTICE OF THE REGULAR MEETING OF
THE CITY OF SAN BENITO CITY COMMISSION
FEBRUARY 3, 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)

- Award Certificates of Recognition to members who previously served the San Benito Chamber of Commerce.

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.

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 January 6, 2026, and the January 20, 2026, City of San Benito Regular City Commission Meetings.
2. Consideration and possible action to approve the Second and Final 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).
3. Consideration and possible action to approve the Second and Final 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”. Applicant: Julian and Alma Delgado.
4. Consideration and possible action to approve the Second and Final 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.
5. Consideration and possible action to approve the Second and Final 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.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1. First Reading of Ordinance Number 2593-C-02-2026, an ordinance amending Ordinance Number 2583-B-09-2022 and all ordinances in conflict therewith, and providing for a change in the number of budgeted and authorized positions at the rank of patrol officer for the San Benito Police Department, and providing for an effective date.
2. First Reading of Ordinance Number 2636 Creating the Rio Grande Valley Public Utility Agency; Approving Bylaws; Providing for Purposes, Powers, and Governance; Appointing Initial Directors; Establishing an Effective Date; and Addressing Related Matters.
3. First Reading of Ordinance Number 2637 establishing the Keep San Benito Beautiful Advisory Board.
4. Discussion and possible action to amend Ordinance 2573-B-10-2024 concerning fees and use of San Benito Community Building.
5. Consideration and possible action to approve Resolution Number 2026-0203-001(R), a resolution authorizing the submittal of a grant application for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) to the Office of the Governor, and authorizing the mayor as the authorized representative.
6. Consideration and possible action to approve Resolution Number 2026-0203-002(R), a resolution authorizing the mayor or his designee to approve the application and acceptance of the Border Zone Fire Department Grant Fiscal Year 2027.
7. Consideration and possible action to approve Resolution Number 2026-0203-003(R) adopting a resolution regarding Civil Rights.
8. Consideration and possible action to approve a Contract for Election Services with Cameron County for the May 2, 2026 General Election.
9. Consideration and possible action to approve Order Number 2026-001 calling the City of San Benito General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Commissioner Place 1, and Commissioner Place 2.
10. Consideration and possible action to ratify the Professional Services Agreement with Carpe Nox Industries, LLC.
11. Consideration and possible action to approve a Contract Agreement for consultant services with TDA Consulting, Inc., for the Development of a Regional 5-Year Consolidated Plan and Strategic Plan (2026–2030).
12. Consideration and possible action to approve a Business Electricity Authorization Agreement with Gexa Energy to become its REP and to perform the necessary tasks to establish electricity service with Gexa Energy, LP., starting December 2030.

13. Consideration and possible action to award RFP-2026-0010 for the Amended Exclusive Municipal Solid Waste Collection and Disposal Services.
14. Consideration and possible action to Select a Financial Advisor for the REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-002 FINANCIAL ADVISOR SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.
15. Consideration and possible action to Select a Professional Engineer for the REQUEST FOR QUALIFICATIONS RFQ #2025-1104-003 PROFESSIONAL ENGINEERING SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.
16. Consideration and possible action to Select a Bond Counsel for the REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-004 BOND COUNSEL SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.
17. Consideration and possible action to Select Administrative and Professional Services for the REQUEST FOR PROPOSALS RFP #2025-1104-005 ADMINISTRATIVE and PROFESSIONAL SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.
18. Consideration and possible action to approve Change Order Number 1, submitted by KLM Engineering, Inc., in addition to the original contract for the Freddy Fender Tower Rehabilitation Project, for an additional cost of \$11,600.00.
19. Consider a possible action to approve a weather insurance application with Vortex Insurance Agency, LLC, for Rain Insurance Coverage for the 2026 Hog Waddle Event in the amount of \$25,193.00.
20. Consideration and possible action to ratify payment to OMT Utilities for emergency repairs to a collapsed manhole at the intersection of Lovett Road and Business Highway 77 in the amount of \$56,000.00.

EXECUTIVE SESSION

1. Consultation with legal counsel to deliberate and discuss the adoption of a standardized City Manager Evaluation Instrument pursuant to Texas Government Code §551.071 and §551.074(a)(1)(2), Personnel Matter.
2. Consultation with legal counsel to deliberate and discuss the Personnel Policy Manual of the City of San Benito pursuant to Texas Government Code §551.071 and §551.074, Personnel Matter.

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

NOTE: The City Commission of the City of San Benito reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1. Consideration and possible action to adopt a standardized City Manager Evaluation instrument.
2. Consideration and possible action pertaining to the Personnel Policy Manual of the City of San Benito.

ADJOURNMENT

Note: The City of San Benito does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the City Secretary at (956) 361-3800, Extension 103, by Monday, no later than 5:00 P.M., to make proper arrangements.

Dated: January 28, 2026

CITY OF SAN BENITO

Ricardo Guerra

**Honorable Ricardo Guerra
Mayor**

**STATE OF TEXAS
COUNTY OF CAMERON**

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I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the City of San Benito City Commission is a true and correct copy of said Notice posted on the front outdoor bulletin board cabinet for agendas at the San Benito Municipal Building, 401 North Sam Houston Boulevard, in San Benito, Texas, a place convenient and readily accessible to the general public at all times which has been continuously posted for a period of three (3) business days prior to the date and time said meeting was convened. This agenda may be downloaded by accessing: <http://cityofsanbenito.com/AgendaCenter>.

ATTEST:



Ruth McGinnis

**Ruth A. McGinnis
City Secretary**



EXECUTIVE SUMMARY

REQUEST:

Award Certificates of Recognition to members who previously served the San Benito Chamber of Commerce.

RECOMMENDATION:

This agenda item was requested by Commissioner Deborah A. Morales and Commissioner Pete A. Galvan.

RATIONALE:

In appreciation of these individuals for serving the community of the City of San Benito.

BUDGET IMPACT:

RESOURCE PERSONNEL:

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Presentation of the City Manager's Report.

RECOMMENDATION:

The City Manager is presenting a report on current municipal operations, ongoing projects, and key administrative activities.

RATIONALE:

The report is intended to keep the governing body informed of recent developments, highlight significant accomplishments and challenges, and provide updates on matters of strategic importance. This presentation supports transparency, effective communication, and informed decision-making by the City Commission.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/23/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the minutes of the January 6, 2026, and the January 20, 2026, City of San Benito Regular City Commission Meetings.

RECOMMENDATION:

City Administration recommends approval.

RATIONALE:

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

BUDGET IMPACT:

None

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS:

01-06-2026 Minutes RCCM
01-20-2026 Minutes RCCM

PREPARED BY: Ruth McGinnis
City Secretary

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



MINUTES OF THE CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING

On January 6, 2026, 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; Pete A. Galvan, Commissioner Place 3; Jose E. Navarro, Commissioner Place 4; Attorney Eric Flores.

City Attorney Javier Villalobos arrived at 5:34 p.m.

City Administration Personnel Present: Fred Sandoval, City Manager; Diana C. Garza, Assistant City Manager; Ruth McGinnis, City Secretary.

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 5:32 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.

ANNOUNCEMENT(S)

Commissioner Deborah Morales read all announcements: Library Arts and Crafts January 8; Fire Department at 2026 Fire Safety Expo on January 12; Mexican Mobile Consulate at Community Building on January 31st; Market Days this weekend; Landrum Park Ribbon Cutting on Thursday.

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

Ruth McGinnis, City Secretary, announced citizens to speak during the Public Comments portion of the meeting.

Mr. Mike Travis wished everyone a happy new year; mentioned the SBPD police patrol units protection equipment, he reflects on Lieutenant Resendez death and understands he cannot go back and fix things; he is content with his tax dollars at work.

Ms. Linda De La Rosa and Ms. Norma Boland, talked about the Robertson Street Market Days reporting that the six-year-old market has successfully revitalized Historic Robertson Street by supporting local vendors, attracting visitors from across the Valley, and encouraging new businesses. Due to continued growth, the organizers need City assistance or management support and expressed appreciation for the City's consideration and partnership.

PRESENTATIONS

PRESENTATION OF THE CITY MANAGER'S REPORT.

Fred Sandoval, City Manager, wished everyone a Happy New Year and looked ahead to 2026. Announcements included a Thursday 10:00 a.m. ribbon cutting for the Landrum Park Restrooms, had a meeting with Lilian Kim, RGV Humane Society regarding animal control, she was very enthused that San Benito residents want to help, thanked Chief Perea and Animal Control employees. She will come January 20th and provide updates.

CONSENT AGENDA ITEM(S)

Mayor Pro Tem Tom Goodman moved to approve Consent Agenda Item 1, Item 2, Item 3, Item 4, Item 6, Item 7, Item 8, Item 9, and Item 10, motion seconded by Commissioner Joe Navarro, and carried unanimously.

Commissioner Deborah A. Morales requested Consent Agenda Item 5 be taken out of sequence.

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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.

ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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).

Mayor Ricardo Guerra announced that a letter was received from applicant John L. Claudio requesting the removal of his annexation item from the agenda.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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.

ITEM 7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL 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.

ITEM 8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-W-A-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.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE 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.

ITEM 10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE NOVEMBER 18, 2025 CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO RATIFY A SIXTY-DAY EXTENSION AGREEMENT OF EMERGENCY MEDICAL SERVICE CONTRACT WITH SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC., FOR THE CONTINUED PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN THE CITY OF SAN BENITO.

City Manager Fred Sandoval, presented this item indicating this is an extension addressing ongoing contractual issues with STEC representatives.

Mayor Pro Tem Tom Goodman moved to approve Item 1, Ratify a Sixty-Day Extension Agreement of Emergency Medical Service Contract with South Texas Emergency Care Foundation, Inc., for the continued provision of Emergency and Non-Emergency Medical Services in the City of San Benito, motion seconded by Commissioner Pete A. Galvan, and carried unanimously.

ITEM 2. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY OF SAN BENITO TO ASSUME FULL OPERATIONAL RESPONSIBILITY FOR THE HISTORIC ROBERTSON STREET MARKET DAYS EVENT AND TO PLACE THE PROGRAM UNDER THE CULTURAL ARTS AND TOURISM DEPARTMENT.

City Manager Fred Sandoval stated he wishes to continue with this project, recommended placing the Market Days program under the Cultural Arts and Tourism Department to consider continuity of operations. It was noted that the program is not currently budgeted and that a temporary operational period of sixty to ninety days would allow staff time to evaluate long-term departmental placement and funding sources, including City Hotel Motel funds, EDC funds, or a combination thereof.

Commissioner Pete A. Galvan recommended keeping Market Days under the Cultural Arts Department. EDC can supplement budget by contributing funds. The conjunto museum continue working together to grow Market Days.

Commissioner Deborah Morales stated she would like to see this project through, not wait for probation period, to amend the budget.

Mayor Ricardo Guerra mentioned he would like it to be under a trial period.

The **City Commission** discussed potential placement under Cultural Arts and Tourism versus the Economic Development Corporation and emphasized the importance of maintaining the program without interruption. City staff advised that Cultural Arts and Tourism align with tourism promotion, arts programming, and historical district initiatives, with the EDC able to provide supplemental support as appropriate.

Assistant City Manager Diana Garza mentioned that she and Aleida Garcia, along with staffers, met with Market Days representatives to discuss and they cannot continue, they are just passing the baton. Activating different parts of the City to assist, this is just to continue it and to activate the City to help keep Market Days being privately owned right now.

Commissioner Deborah Morales, motioned to take over and assume full operational responsibility for Market Days. No Second Received. Motion died due to lack of second.

Mayor Pro Tem Tom Goodman moved to accept responsibility for the Market Days program but look over the next ninety days at a comprehensive plan, and how to best utilize that based on the funds from the City or EDC or both, motion seconded by **Commissioner Joe Navarro**. Motion passed with **Commissioner Pete A. Galvan** abstaining.

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO KLM ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO SPECIFICATION DEVELOPMENT, BIDDING ASSISTANCE, AND SUBMITTAL REVIEWS FOR THE FREDDY FENDER 1.0 MG ELEVATED COMPOSITE WATER TOWER IN THE AMOUNT OF \$14,300.00.

Fred Sandoval, City Manager, presented this item stating Item 3 and Item 4 are related to both water towers rehabilitation project indicated staff would recommend approval on both items.

Mayor Pro Tem Tom Goodman moved to approve Item 3 and Item 4, to approve payment to KLM Engineering, Inc., for professional engineering services related to specification development, bidding assistance, and submittal reviews for the Freddy Fender 1.0 mg elevated composite water tower in the amount of \$14,300.00, motion seconded by **Commissioner Pete A. Galvan**, and carried unanimously.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO KLM ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO SPECIFICATION DEVELOPMENT, BIDDING ASSISTANCE, AND SUBMITTAL REVIEWS FOR THE OSCAR WILLIAMS ROAD 0.85 MG ELEVATED OBLATOID WATER TOWER IN THE AMOUNT OF \$14,300.00.

Fred Sandoval, City Manager, presented this item stating Item 3 and Item 4 are related to both water towers rehabilitation project indicated staff would recommend approval on both items.

Mayor Pro Tem Tom Goodman moved to approve Item 3 and Item 4, to approve payment to KLM Engineering, Inc., for professional engineering services related to specification development, bidding assistance, and submittal reviews for the Oscar Williams Road 0.85 mg elevated oblatoid water tower in the amount of \$14,300.00, motion seconded by Commissioner Pete A. Galvan, and carried unanimously

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF PATROL UNIFORMS FOR THE SAN BENITO POLICE DEPARTMENT FROM GT DISTRIBUTORS INCORPORATED FOR THE TOTAL AMOUNT OF \$12,817.98.

Police Chief Mario Perea, presented this item advising this is an annual expense, we purchase uniforms for the officers every year to replace their old uniforms.

Mayor Pro Tem Tom Goodman moved to approve Item 5, the purchase of Patrol Uniforms for the San Benito Police Department from GT Distributors, Incorporated for the total amount of \$12,817.98, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO RATIFY PAYMENT TO ZONE INDUSTRIES, LLC, FOR EMERGENCY REPAIRS TO THE PUMP CHECK VALVES AT THE HERMINIA LIFT STATION IN THE AMOUNT OF \$21,029.84.

City Manager Fred Sandoval presented this item indicating this was an emergency, we fix or people swimming in it. J B Lara, Foreman, stated that station is ten years old and gases in the sewer will eat up metal and needed to change it out. The company is BuyBoard and they changed out two check valves.

Commissioner Deborah Morales moved to approve Item 6, to approve ratification payment to Zone Industries, LLC, for emergency repairs to the pump check valves at the Herminia Liftstation in the amount of \$21,029.84, motion seconded by Mayor Ricardo Guerra and carried unanimously.

At this time, Mayor Ricardo Guerra requested to go into Executive Session.

The City Commission stepped into Executive Session at 6:05p.m. to discuss the following Executive Session Agenda Items:

EXECUTIVE SESSION:

1. CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING LITIGATION INVOLVING VARCO REAL ESTATE, L.P., INCLUDING DELIBERATION CONCERNING LEGAL RIGHTS, STRATEGY, AND POTENTIAL SETTLEMENT, PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.
 - 2025-DCL-03735; VARCO REAL ESTATE SAN BENITO, LLC V CITY OF SAN BENITO, TEXAS.
2. CONSULTATION WITH LEGAL COUNSEL TO DELIBERATE AND DISCUSS THE ADOPTION OF A STANDARDIZED CITY MANAGER EVALUATION INSTRUMENT PURSUANT TO TEXAS GOVERNMENT CODE §551.074(A)(1)(2), PERSONNEL MATTER.

All items listed in Executive Session were discussed during the Executive Session and a certified agenda was kept.

Upon conclusion of Executive Session, [Mayor Ricardo Guerra](#) convened the Regular Meeting at 6:50 p.m.

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

1. **DISCUSSION AND POSSIBLE ACTION RELATED TO MATTERS DISCUSSED IN EXECUTIVE SESSION CONCERNING PENDING LITIGATION STYLED VARCO REAL ESTATE SAN BENITO, LLC V CITY OF SAN BENITO, TEXAS, CAUSE NUMBER 2025-DCL-03735, INCLUDING CONSIDERATION AND APPROVAL OF A MEDIATED SETTLEMENT AGREEMENT AND AUTHORIZATION FOR THE CITY MANAGER AND CITY LEGAL COUNSEL TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT.**

[Mayor Pro Tem Tom Goodman](#) moved to approve as discussed in Executive Session, seconded by [Mayor Ricardo Guerra](#).

[Commissioner Pete A. Galvan](#) motioned Nay.

[Commissioner Deborah Morales](#) motioned Nay.

[Commissioner Deborah Morales](#) rescinded her motion from Nay to Yay.
Motion Passes with [Commissioner Pete Galvan](#) motion Nay.

2. **DISCUSSION AND POSSIBLE ACTION TO APPROVE AND ADOPT A STANDARDIZED CITY MANAGER EVALUATION INSTRUMENT.**

[Attorney Eric Flores](#) requested to table, he is bringing several templates to compare including the ICMA at the request of [Commissioner Pete A. Galvan](#).

[Mayor Ricardo Guerra](#) announced No Action.

ADJOURNMENT.

There being no further business to come before the Commission, upon duly made motion [Mayor Ricardo Guerra](#) announced ADJOURNMENT AT 6:52 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 January 20, 2026, 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; City Attorney Javier Villalobos; Attorney Eric Flores.

Commissioner Pete A. Galvan arrived at 5:32 p.m.

Commissioner Joe Navarro arrived at 5:43 p.m.

City Administration Personnel Present: Fred Sandoval, City Manager; Diana C. Garza, Assistant City Manager; Ruth McGinnis, City Secretary.

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 5:31 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.

ANNOUNCEMENT(S)

Commissioner Deborah Morales read all announcements: Mexican Mobile Consulate at Community Building on January 31st; Market Days for February 14 now open; Soul of South Texas Carnival & Festival February 26 thru March 1; Hog Waddle Concert & Cookoff March 14th.

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

Ruth McGinnis, City Secretary, announced Eddie Loa and was advised by Attorney Eric Flores that he left the meeting. No other speakers signed up.

PRESENTATIONS

PRESENTATION OF THE CITY MANAGER'S REPORT.

Fred Sandoval, City Manager, announced Press Conference this Friday at the EDC Building at 10am. the Freddie Fender Water Tower Rehabilitation is underway and progressing as planned; intermittent low water pressure may occur, and the tower will retain its existing logo and colors, will bring before the commission. The City was awarded a \$750,000 Texas Parks and Wildlife matching grant for wetlands upgrade development, pending formal approval.

Diana Garza, Assistant City Manager reported participation in an awarded canopy grant program to expand native tree coverage in parks, corridors, and schools with community involvement.

Fred Sandoval, City Manager, announced the Employee of the Month and called Aleida Garcia, to provide background on this employee.

Aleida Garcia, Cultural Arts Director, recognized Jose Carlos, Municipal Historian and History Curator, commending his dedication and expertise.

PUBLIC HEARING(S)

Mayor Ricardo Guerra read Public Hearing Items 1 through 4 and opened the Public Hearing, at 5:43 p.m.

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.

No comments received for Public Hearing Agenda Items 1 through 4.

Mayor Ricardo Guerra closed the Public Hearing at 5:43 pm.

CONSENT AGENDA ITEM(S)

ITEM 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.

Mayor Pro Tem Tom Goodman moved to approve Item 1, 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, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

ITEM 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).

City Manager Fred Sandoval, presented this item indicating is to approve a voluntary annexation of property located at 29426 Resaca Drive, applicant is Luis M. Garza. First Reading, No Action.

ITEM 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".

City Manager Fred Sandoval presented this item indicating that it is a rezoning of property located at intersection of Cesar Gonzalez Parkway and FM510, going from light industrial to commercial general retail business. First Reading, No Action.

ITEM 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.

City Manager Fred Sandoval presented this item indicating it is a rezone of property located at 251 Cesar Gonzalez Parkway, the applicant is Rodolfo Lopez. First Reading, No Action.

ITEM 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.

City Manager Fred Sandoval presented this item indicating is a request to rezone property located at 734 Whitney Street, applicant is Reymundo Martinez. First Reading, No Action.

ITEM 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.

City Manager Fred Sandoval presented this item indicating these are items requested of AEP for the new street lights placed as none existed in those areas.

Mayor Pro Tem Tom Goodman moved to approve Item 5, 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 street light upgrades on Robertson Road and Shafer Road, motion seconded by Commissioner Pete A. Galvan, and carried unanimously.

ITEM 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.

Police Chief Mario Perea stated this item is the purchase of a printer to replace our Dispatch Center existing printer that is none repairable.

Mayor Pro Tem Tom Goodman moved to approve Item 6, to approve agreement between Toshiba and the City of San Benito for the purchase of one(1) brother mfc-EX015DW 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, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 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 CULTURA HERITAGE MUSEUM LOCATED AT 250 EAST HEYWOOD STREET, SAN BENITO, TEXAS 78586.

Aleida Garcia, Cultural Arts Director presented this item providing biography of Artist Ray Smith and his decision to establish a multipurpose cultural space and invest in downtown building in San Benito represents a meaningful and long-term commitment to our Cultural Community.

Commissioner Deborah Morales moved to approve Item 7, approve 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 Cultura Heritage Museum located at 250 East Heywood Street, San Benito, Texas 78586, motion seconded by Mayor Ricardo Guerra, and carried unanimously.

ITEM 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.

Diana Garza, Assistant City Manager stated we needed to extend this agreement so we can expend those dollars. Extended until December 2026. We currently have served over sixty-four families and a little over three-hundred people have been impacted by this program.

Commissioner Deborah Morales moved to approve Item 8, 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, motion seconded by Commissioner Pete A. Galvan, and carried unanimously.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO PURCHASE ONE DODGE DURANGO POLICE PURSUIT VEHICLE FROM CZAR COMPANIES, LLC, FOR THE TOTAL AMOUNT OF \$46,045.00.

Police Chief Mario Perea stated we have emergency equipment from a decommissioned vehicle readily available for the new Dodge Durango. We will purchase the new vehicle using asset forfeiture funding.

Commissioner Pete A. Galvan moved to approve Item 9, to purchase one Dodge Durango Police Pursuit vehicle from CZAR Companies, LLC, for the total amount of \$46,045.00, motion seconded by Mayor Pro Tem Tom Goodman, and carried unanimously.

ITEM 10. 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.

Augustin Carrera, Library Director presented this item indicating they would like to use forty percent of the grand funds awarded this past year to continue computer classes for adults. It would be computers on wheels type scenario so we can use our meeting space during the afternoon when the Library is open to the public.

Commissioner Deborah Morales moved to approve Item 10, 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, motion seconded by Mayor Pro Tem Tom Goodman and carried unanimously.

ADJOURNMENT.

There being no further business to come before the Commission, upon duly made motion Mayor Ricardo Guerra announced ADJOURNMENT AT 5:54 P.M.

CITY OF SAN BENITO

HONORABLE RICARDO GUERRA
MAYOR

ATTEST:

RUTH MCGINNIS
CITY SECRETARY



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the Second and Final 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:

The Planning and Zoning Commission recommends approval.

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:

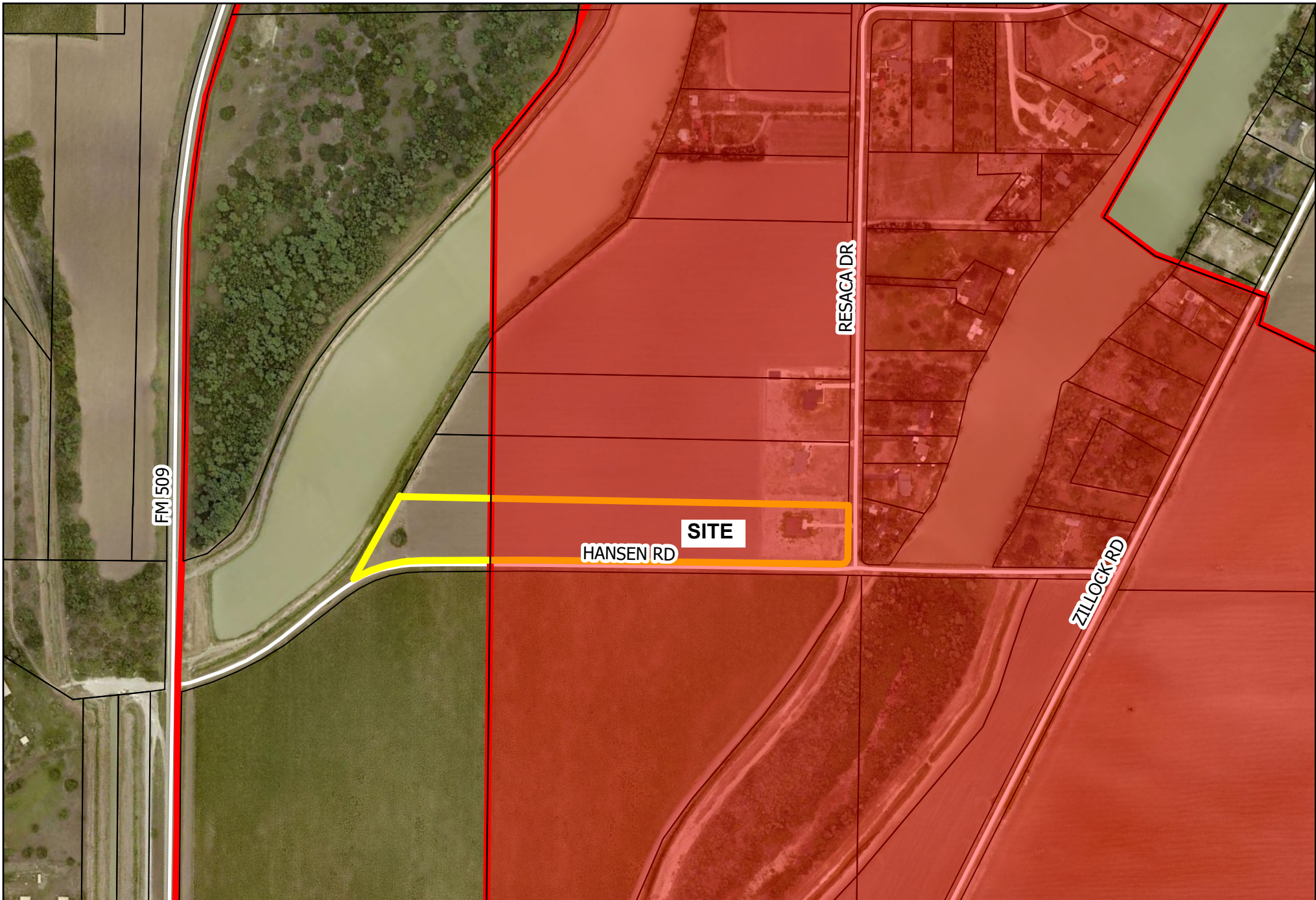
Location Map
Deannexation Request
Survey
Ordinance 2252-AT-020326

PREPARED BY: Monica L. Rodriguez
Planning Manager

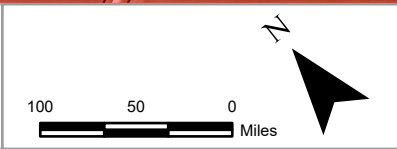
01/23/2026
Date

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
LA DEC 05 2025

FLOOD ZONE:

This tract lies in zone "AH" (elev 44) per N.F.I.P. Flood Insurance Rate Map No. 4806TC270F of community no. 480101, effective February 16, 2018.



Scale: 1" = 200'

Easements and Restrictions of record per Schedule B of the Commitment for Title Insurance issued by North American Title Insurance Company (File No. 222207839)

Item 1) Restrictions of record in Volume 23769, Page 28, Official Records of Cameron County, Texas

Item 6) Easements and reservations as shown according to the map or plat thereof recorded in Volume 8, Page 71, Map Records of Cameron County, Texas.

Item 7) Drainage ditch and waste bank easement dated November 21, 1938 from Max Wolf to San Benito Cameron County Drain Ditch No. 3, recorded in Volume 287, Page 606, Deed Records of Cameron County, Texas (out of Lot 5, Horse Shoe Subdivision)

Item 8) Roadway and drainage easement as contained in contract dated February 1, 1962, between Kenneth J. Wharman, M.D. and George W. Duncan, M.D., C.W. Hansen and Harry Johnson, recorded in Volume 604, Page 415, Deed Records of Cameron County, Texas (for Resaca Drive r.o.w.)

Item 9) Right of Way Easement dated May 19, 1983 from Doug Hansen to County of Cameron, recorded in Volume 1330, Page 494, Deed Records of Cameron County, Texas. (for Resaca Drive r.o.w. as depicted herein)

BLOCK 133, SAN BENITO LAND AND WATER COMPANY SUBDIVISION (Volume 1, Page 6, Map Records)

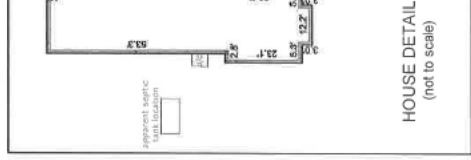
N 59°17' W
1733.24'
(1783.3' call)

LOT 1
29426 Resaca Drive
19.06 Acres gross
less 1.01 Acres road r.o.w.
9.05 Acres net

S 59°17' E
1597.9'
LOT 2

1263.6'

RESACA DRIVE



power pole

Found 1/2" Iron Pin

Found 1/2" Iron Pin

power pole

Found 1/2" Iron Pin

Found 1/2" Iron Pin

power pole

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Found 1/2" Iron Pin

Hansen Drive
(40 ft. r.o.w.)

S 30°43' W 263.2'

0.60 ACRES
(Volume 2319 Page 211 Official Record)

0.69 ACRES
(Volume 2319 Page 211 Official Record)

Found 1/2" Iron Pin
0.3' south of corner
Joseph & Louise Kelly Subdivision
(Cahoon 1, Page 814.B, Map Records)

Found 1/2" Iron Pin
(fence)

watermark corner of
L. Cabner Subdivision
(Cahoon 1, Page 436.B, Map Records)
Found 1/2" Iron Pin
0.3' south of corner

40 Ft. Road R.O.W. to Cameron County
(Volume 1330, Page 434, Deed Records)

Resaca Drive
(40 ft. original r.o.w.)

76.0 ft
south line of J. C. Elmer's Horseshoe Subdivision

BLOCK 117, SAN BENITO LAND AND WATER COMPANY SUBDIVISION

AS BUILT SURVEY OF

Lot One (1), JO C. ELSTNERS HORSE SHOE SUBDIVISION, Cameron County, Texas, as per map or plat thereof recorded in Volume 81 Page 71, Map Records of Cameron County, Texas

Surveyed for:
Luis M. Garza

Job No. 6811



The undersigned hereby certifies that the survey described hereon was made on the ground on March 14, 2023 ; that there are no visible improvements on the ground as shown; that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements except as shown hereon. THIS CERTIFICATION IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.



Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd, Suite C
Brownsville, TX 78520
office: 956-550-0177 lamaya@rgvrr.com

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:

Consideration and possible action to approve the Second and Final 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”. Applicant: Julian and Alma Delgado.

RECOMMENDATION:

The Planning and Zoning Commission recommends approval.

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

01/23/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



CESAR GONZALES PKWY

SITE

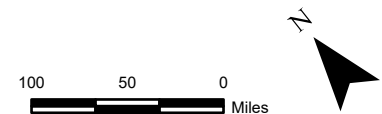
FM 510

E BUS 77 BUSINESS



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
Cesar Gonzales Pkwy & FM 510
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

(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.

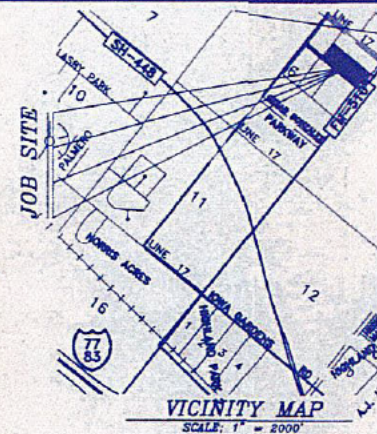
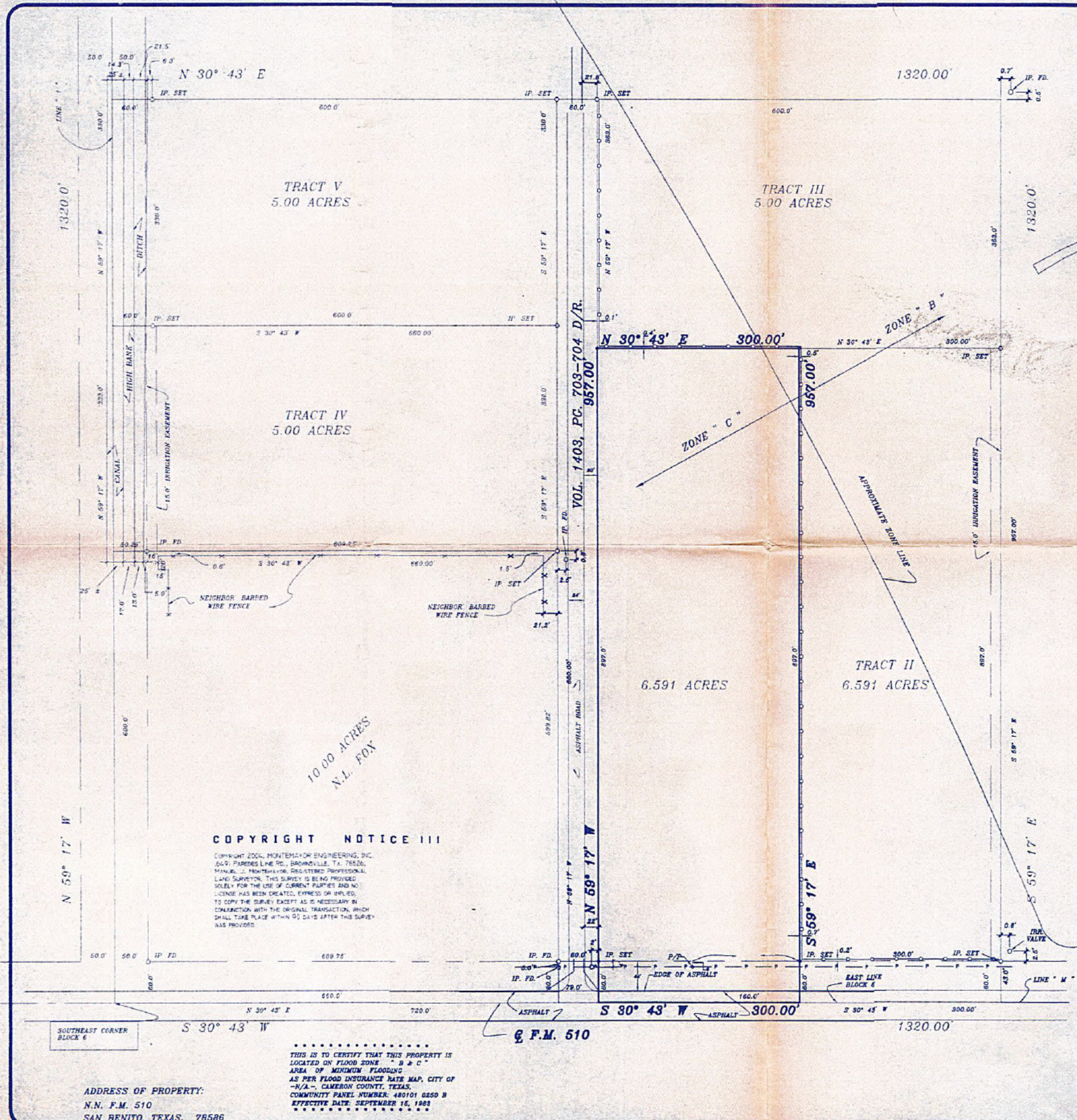
Applicant's Signature [REDACTED]

Property Owner(s) Signature [REDACTED]

Date 11/25/25

Date 11/25/25

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 VISIBLE ENCROACHMENTS, VISIBLY OVERLAPPING APPARENT CONFLICTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREON. ALL THE ROADS AND RIGHT-OF-WAYS SHOWN ARE AS PER DEED RECORDS, VOLUME 1403, PAGE 1, RECORDS VOL. 1, PAGE 6. THIS CERTIFICATE IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.

MANUEL J. MONTEMAYOR
REGISTERED PROFESSIONAL
LAND SURVEYOR # 2977

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
VILLAFRANCO & 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		

COPYRIGHT NOTICE III

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.

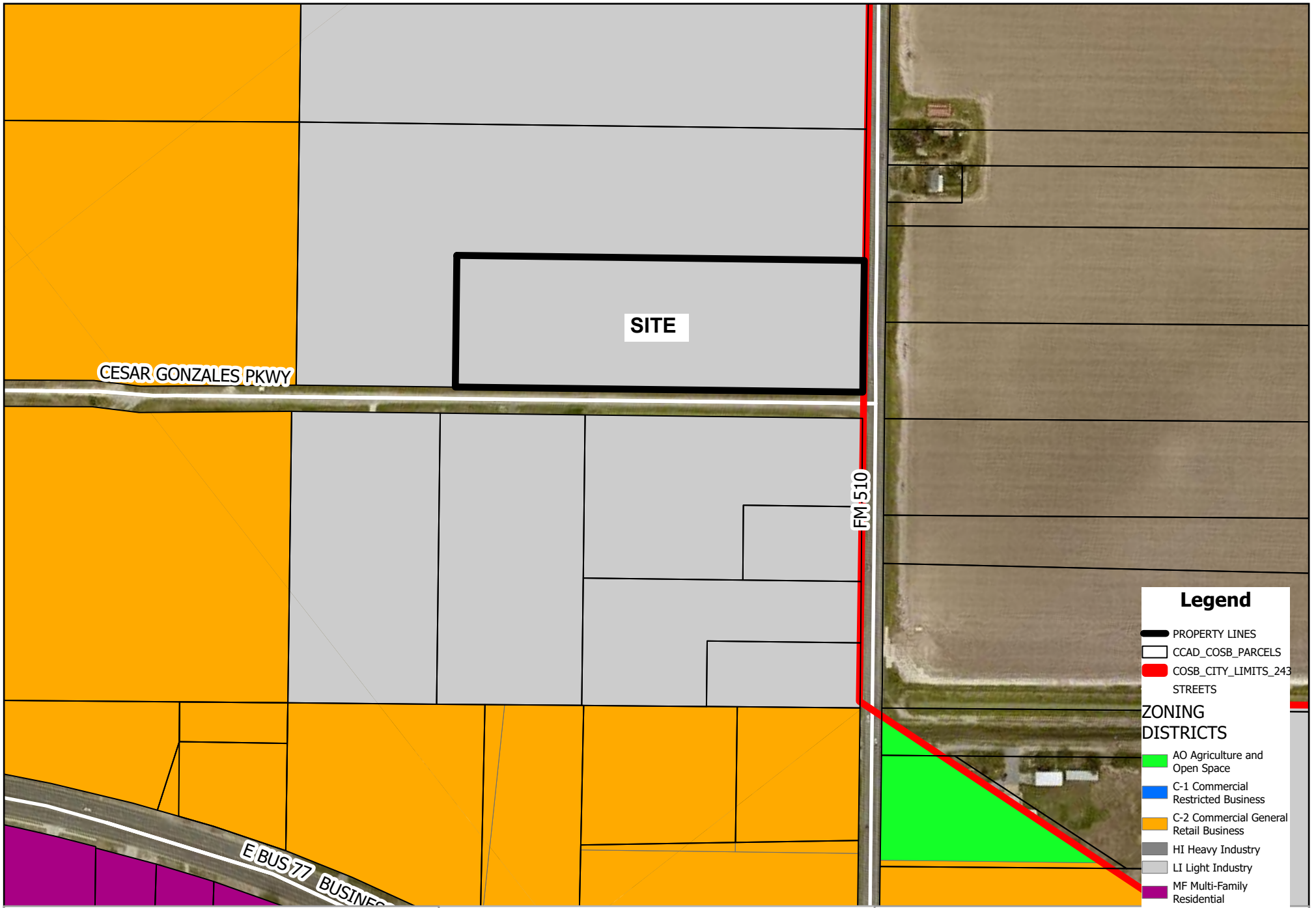
10.00 ACRES
N.L. FOX

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

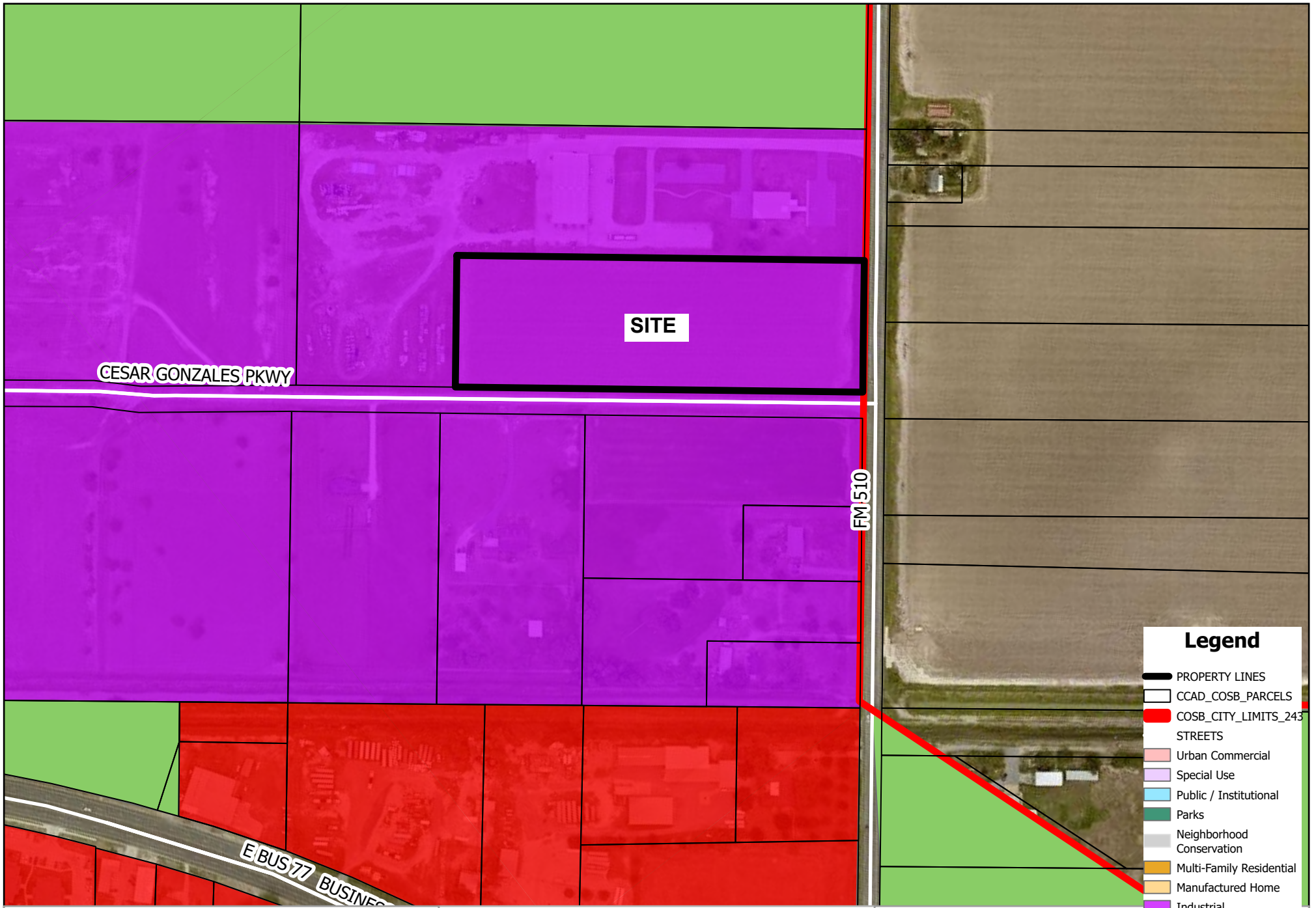
THIS IS TO CERTIFY THAT THIS PROPERTY IS
LOCATED ON FLOOD ZONE "B & C"
AREA OF MINOR FLOODING
AS PER FLOOD INSURANCE RATE MAP, CITY OF
-N/A-, CAMERON COUNTY, TEXAS.
COMMUNITY PANEL NUMBER: 480101 0250 B
EFFECTIVE DATE: SEPTEMBER 16, 1983

RECEIVED
BY: **LA** DATE: _____

NOV 25 2007



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



Legend

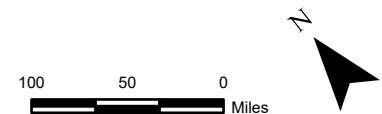
- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS**
- Urban Commercial
- Special Use
- Public / Institutional
- Parks
- Neighborhood Conservation
- Multi-Family Residential
- Manufactured Home
- Industrial
- General Residential
- General Commercial
- Agriculture / Open Space



GIS Map Disclaimer:
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Drawn by: KC

**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:

Consideration and possible action to approve the Second and Final 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:

The Planning and Zoning Commission recommends approval.

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:

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

PREPARED BY: Monica L. Rodriguez
Planning Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

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

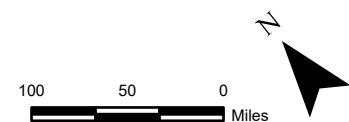
ATTEST:

Ruth A. McGinnis
City Secretary



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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.

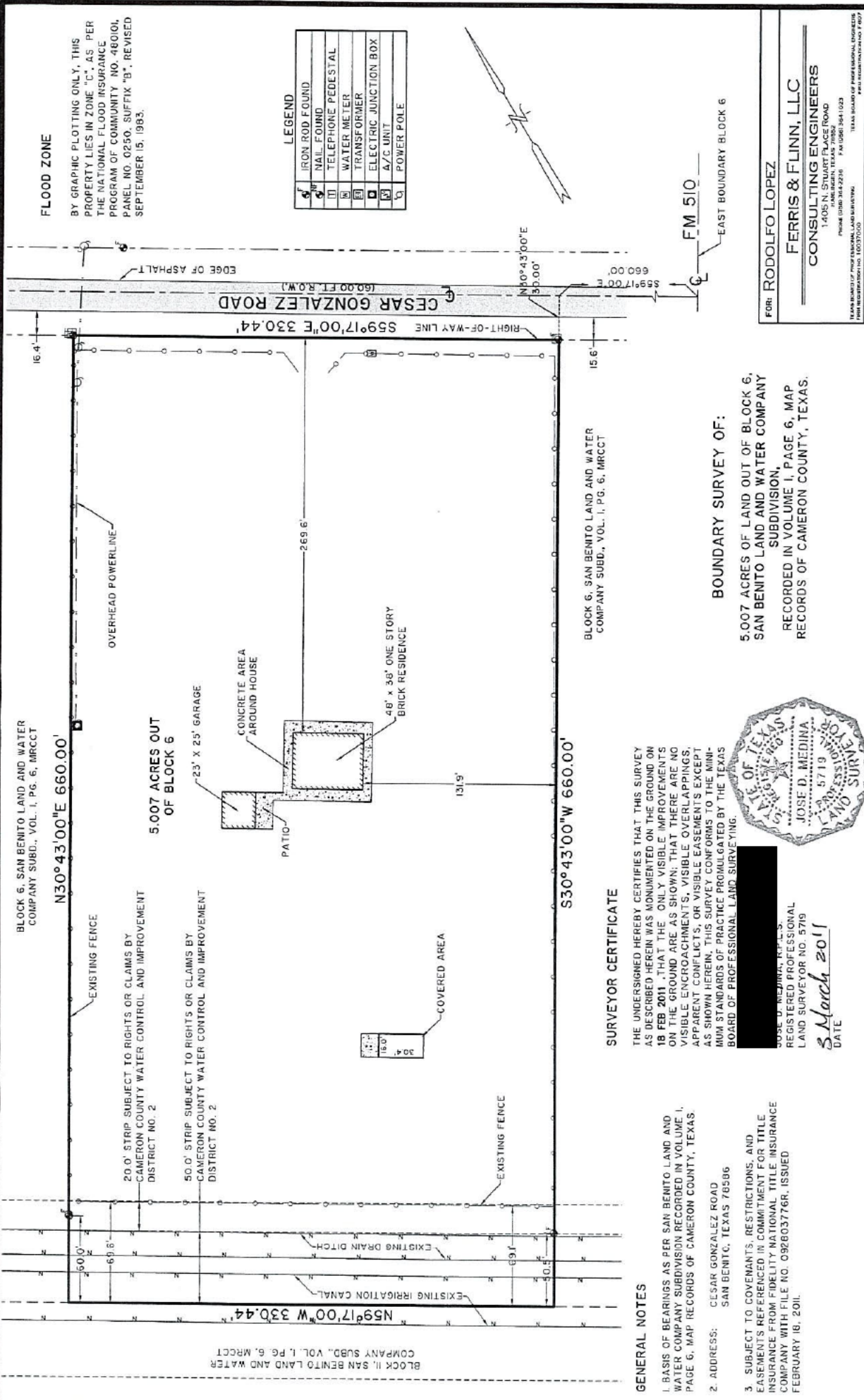
Applicant's Signature [REDACTED]

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
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 REG. NO. 100370000
 JOB NO: 248-015

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



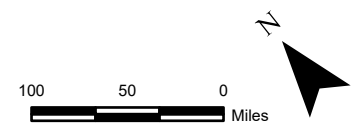
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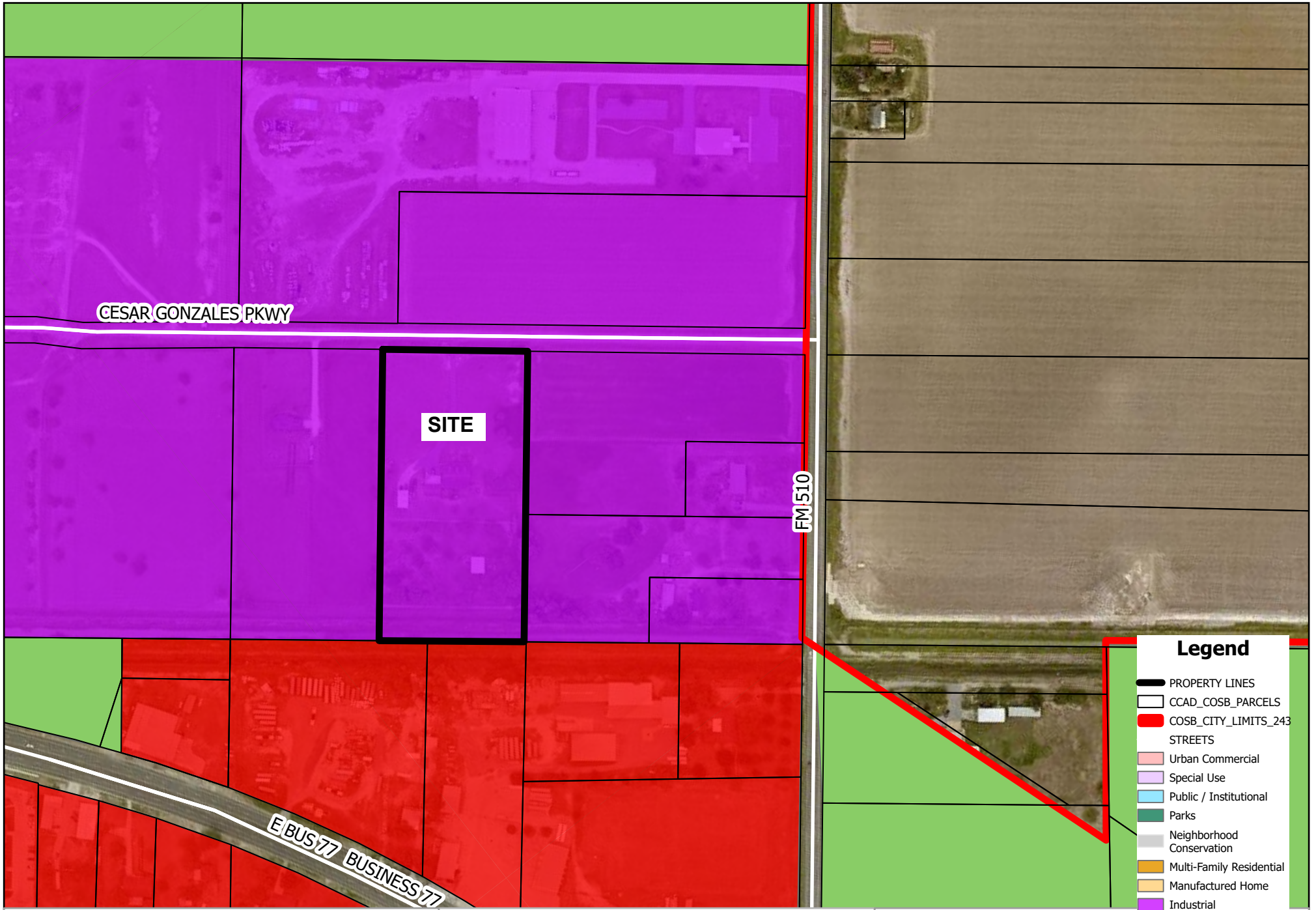
- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS**
- ZONING DISTRICTS**
- AO Agriculture and Open Space
- C-1 Commercial Restricted Business
- C-2 Commercial General Retail Business
- HI Heavy Industry
- LI Light Industry
- MF Multi-Family Residential
- MH Mobile Home
- PDD Planned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

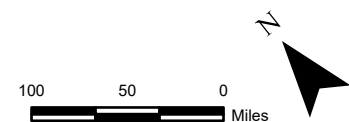
- PROPERTY LINES
- CCAD_COSB_PARCELS
- COSB_CITY_LIMITS_243
- STREETS
- Urban Commercial
- Special Use
- Public / Institutional
- Parks
- Neighborhood Conservation
- Multi-Family Residential
- Manufactured Home
- Industrial
- General Residential
- General Commercial
- Agriculture / Open Space



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Drawn by: KC

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





EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the Second and Final 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:

The Planning and Zoning Commission recommends approval.

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

01/23/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



W BUS 77

SITE

WHITNEY ST

DOHERTY ST

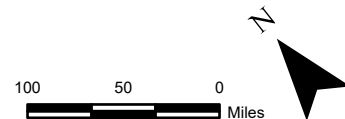
FRANCISCO MADERO ST



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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

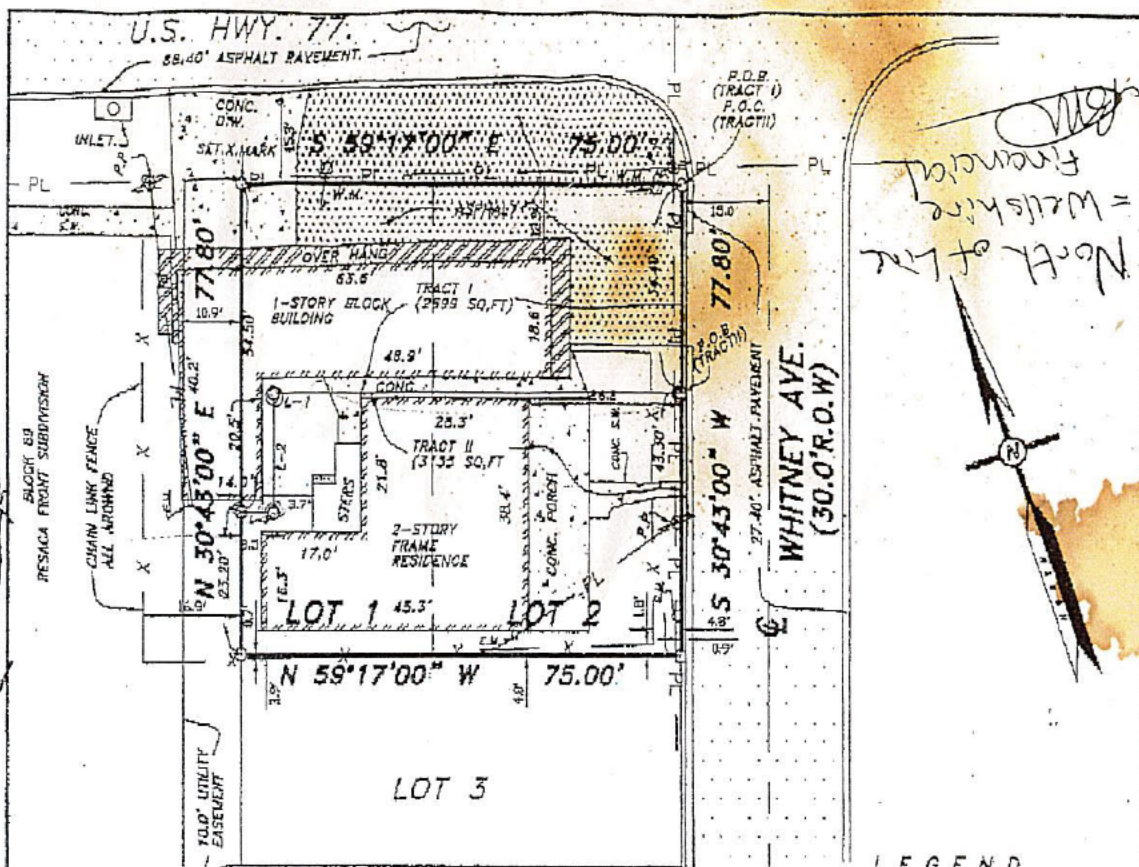
- \$350.00 (non-refundable)
- Survey and Metes & Bounds / Recorded Plat
- Tax Certificates (City, School)
- Warranty Deed

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
RECEIVED
BY: UH DATE: NOV 07 2025



Wellschire
Leased Property

Raymundo
Martinez
Property

North of Line
= Wellschire
Financial

- L 1 S 59°17'00" E 69.30'
- L 2 N 30°43'00" E 20.00'
- L 3 S 59° 17'00" E 5.67'



LEGEND

ASPH.	ASPHALT
L/C	AIR CONDITION
BLDG.	BUILDING
BLK.	BLOCK
CL	CENTERLINE
CONC.	CONCRETE
E.M.	ELECTRIC METER
ESWT.	EASEMENT
E.J.B.	ELECTRIC JUNCTION BOX
F.H.	FIRE HYDRANT
FND.	FOUND
G.M.	GAS METER
I.R.	IRON ROD
L.P.	LIGHT POST
MON.	MONUMENT
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
T.P.	TELEPHONE PEDESTAL
TEMP.	TEMPORARY
W.M.	WATER METER
○	SET 1/2" I.R.
■	FND 1/2" I.R.

MAP OF SURVEY

LOT ONE (1) AND (2) TWO OF WHITNEY SUBDIVISION NO.2, CAMERON COUNTY TEXAS, AS RECORDED IN VOLUME 12, PAGE 19, OF THE MAP RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. ALL BEARINGS ARE BASED ON THE MAP OF WHITNEY SUBDIVISION NO. 2, AS RECORDED IN VOLUME 12, PAGE 19, MAP RECORDS CAMERON COUNTY, TEXAS.
2. THIS LOT LIES IN FLOOD ZONE "C" AS SCALED PER FIRM COMMUNITY PANEL NUMBER 480113 0005 B, REVISED DATE: JANUARY 19,1982.

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 03-19-2008, BY MEN WORKING UNDER MY SUPERVISION.

SURVEYED FOR:

MARTINEZ RAYMONDO & JULIA O. ROLANDO MARTINEZ ET AL

PROPERTY ADDRESS:

743 WHITNEY ST. SAN BENITO, TX. 78386-4333

FRANCISCO RIOS REGISTERED PROFESSIONAL LAND SURVEYOR REGISTRATION NO. 4642

RECEIVED
LA DATE NOV 07 2025

RIOS SURVEYING, L.L.C.

COPYRIGHT 2008 - RIOS SURVEYING, L.L.C.
221 S. WILLIAMS ROAD, SAN BENITO, TEXAS 78386
PHONE (956) 361-9179 / 361-1853
FAX (956) 361-9254

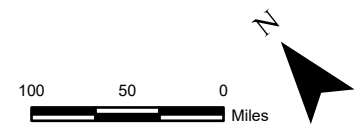
DATE:	03-19-2008	2008-0206
SCALE: 1"=20'	VICTOR	



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Drawn by: KC

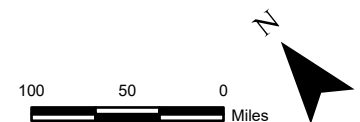
Zoning Map
743 Whitney St.
Rezone from SF-1 to C-2

















- 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:

First Reading of Ordinance Number 2593-C-02-2026, an ordinance amending Ordinance Number 2583-B-09-2022 and all ordinances in conflict therewith, and providing for a change in the number of budgeted and authorized positions at the rank of patrol officer for the San Benito Police Department, and providing for an effective date.

RECOMMENDATION:

The City Staff recommends approval.

RATIONALE:

The San Benito Police Department's police officer positions are established by the City Commission through ordinance. The department is requesting an amendment to the ordinance to add two patrol officer positions, increasing the total number of sworn employees from 45 to 47. These two additional positions will be funded through the COPS Hiring Grant for the next three years. This amendment will allow the department to enhance patrol staffing levels and improve public safety services.

BUDGET IMPACT:

75% percent of the new officers' salary will be funded through the COPS Hiring Grant. We received an award of \$250,000.00.

RESOURCE PERSONNEL:

Mario Perea, Police Chief

EXHIBITS: Ordinance 2593-C-02-2026

PREPARED BY: Mario G. Perea
Chief of Police

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

ORDINANCE NUMBER 2593-C-02-2026

AN ORDINANCE PROVIDING CHANGES IN THE NUMBER OF BUDGETED AND AUTHORIZED POSITIONS AT THE RANK OF PATROL OFFICER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Benito is a Home-Rule Municipality incorporated and organized under the laws of the State of Texas; and

WHEREAS, the City of San Benito is a Civil Service Municipality for its Police Department; and

WHEREAS, the Civil Service laws provide that the creation of classified positions in the Police Departments shall be implemented by the City Commission for the City of San Benito by Ordinance; and

WHEREAS, the City Management staff, after appropriate consultation, review, and evaluation of the needs of the Police Department and the City have made recommendations relating to the existing rank and classification structure, as well as the number of budgeted positions at each respective rank; and

WHEREAS, City Management staff is recommending creation of an additional authorized position at the rank of Patrol Officer; and

WHEREAS, the addition of this position is in the best interests of the Police Department and the City.

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

Section 1. Police Department. As per the authority specified in Section 143.021 of the Texas Local Government Code, as amended, the following classifications are hereby reconfirmed in the City’s Police Department below the position of department head and of the person classified immediately below the department head:

Classified Ranks & Appointments of the Police Dept.	Budgeted Slots (current)	Budgeted Slots (modified)
Chief of Police	1	1
Assistant Police Chief	1	1
Captain	1	1
Lieutenant	5	5
Sergeant	5	5
Patrol Officer	32	34

Section 2. It is hereby ordered then that two additional budgeted positions be added to the classification for the rank of Patrol Officer as reflected in the above chart. Funding for these two positions will be provided at 75% of the applicable pay rate through the COPS Hiring Grant for the next three (3) years.

Section 3. Nothing in this Ordinance is intended to be in derogation of the City's Civil Service rights, duties, and privileges and obligations as otherwise stated by law.

Section 4. Effective Date. This Ordinance shall be in full force and effect after February 17, 2026, in accordance with the laws of the State of Texas and the City Charter for the City of San Benito.

FIRST READING before the City Commission of the City of San Benito, at its Regular City Commission Meeting on this the 3rd day of February 2026.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of San Benito at its Regular City Commission Meeting on this the ___ day of _____, 2026.

CITY OF SAN BENITO

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2636 Creating the Rio Grande Valley Public Utility Agency; Approving Bylaws; Providing for Purposes, Powers, and Governance; Appointing Initial Directors; Establishing an Effective Date; and Addressing Related Matters.

RECOMMENDATION:

Staff recommends approval of Ordinance Number 2636 to create the Rio Grande Valley Public Utility Agency (RGVPUA). This action will enable regional coordination for water and wastewater infrastructure, improve service reliability, and position the City for future growth. The ordinance also establishes governance through a Board of Directors and adopts bylaws to ensure compliance with state law.

RATIONALE:

The creation of the Rio Grande Valley Public Utility Agency (RGVPUA) is authorized under Chapter 572 of the Texas Local Government Code, which allows public entities to form a regional agency for water and wastewater services. The Cities of Raymondville, San Benito, Mercedes, and Weslaco seek to collaborate through this agency to plan, construct, operate, and maintain regional water and wastewater facilities. This initiative promotes public health, safety, and welfare, ensures efficient resource management, and supports economic development within the combined service areas.

BUDGET IMPACT:

There is no immediate financial impact associated with adopting this ordinance. The RGVPUA will not incur debt or financial obligations on behalf of the City without separate agreements approved by all participating entities. Future costs related to projects or operations will be subject to subsequent agreements and Council approval.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: ORDINANCE 2636 Creation of RGVPUA

PREPARED BY: Fred Sandoval
City Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

ORDINANCE NUMBER 2636

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS CREATING THE RIO GRANDE VALLEY PUBLIC UTILITY AGENCY, INCLUDING MAKING FINDINGS OF FACT; APPROVING BYLAWS OF THE AGENCY; PROVIDING FOR THE PURPOSES, POWERS, AND GOVERNANCE OF THE AGENCY; APPROVING INITIAL DIRECTORS OF THE AGENCY; ESTABLISHING AN EFFECTIVE DATE; ADDRESSING PROPER NOTICE AND MEETING; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, Chapter 572 of the Texas Local Government Code (the “*Act*”) authorizes two or more public entities to create a public utility agency by concurrent ordinance to acquire, plan, finance, construct, own, operate, or maintain water and wastewater facilities and to engage in the conservation, storage, transportation, treatment, or distribution of water and the collection, transportation, treatment, or disposal of sewage; and

WHEREAS, the Cities of Raymondville, San Benito, Mercedes, and Weslaco, Texas, (each a “*Participant*” and collectively, the “*Participants*”) own and/or operate local water and wastewater systems and desire to create the Rio Grande Valley Public Utility Agency to plan, engineer, permit, acquire, construct, operate, maintain, and/or repair regional water and wastewater facilities to serve their combined service areas in an effective and economic manner; and

WHEREAS, the Rio Grande Valley Public Utility Agency will be governed by a Board of Directors appointed by the sponsoring Participants; and

WHEREAS, each Participant finds that creation of the Rio Grande Valley Public Utility Agency will promote the public health, safety, and welfare and serve a valid public purpose; and

WHEREAS, each Participant believes that the Rio Grande Valley Public Utility Agency will serve the best interests of their residents and customers, and that the Rio Grande Valley Public Utility Agency will provide regional coordination for the development of water and wastewater facilities and services, including but not limited to, drinking water supplies, the water treatment, transportation, and storage infrastructure, wastewater transportation and treatment infrastructure, and the repair and replacement of existing water and wastewater facilities and in support of economic development of the Service Area; and

WHEREAS, each Participant has published notice of its intent to create the Rio Grande Valley Public Utility Agency in accordance with the Act, and the Participants now desire to create the Rio Grande Valley Public Utility Agency by identical concurrent ordinances; and

WHEREAS, the Rio Grande Valley Public Utility Agency will not have the authority to create any debt or financial obligation for or on behalf of any of the Participants until such time that the Participants enter into a separate agreement or approval for such purpose.

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Creation of the Rio Grande Valley Public Utility Agency. Pursuant to and in accordance with the Act, the Rio Grande Valley Public Utility Agency (“*PUA*”) is hereby created as a public utility agency, political subdivision of the State of Texas, political entity and corporate body, and a retail public utility for purposes of Chapter 13, Texas Water Code; having all rights, powers, privileges, and authority set forth in the Act and this Ordinance.

Section 3. Participants. The initial Participants in the PUA are the Cities of Raymondville, San Benito, Mercedes, and Weslaco, Texas. Each Participant is a “public entity” as such term is defined in the Act. The public entities participating in the PUA may be modified by concurrent ordinance of all Participants, as provided in § 572.053 of the Texas Local Government Code. The defined term “Participants” used herein shall mean and include the four above-named Participants and each additional public entity that becomes a member of the PUA.

Section 4. Purpose and Powers of the PUA. The PUA is formed pursuant to the provisions of the Act to assist and act on behalf of the Participants and to engage in activities in the furtherance of the purposes of its creation. It shall have and may exercise all of the rights, powers, privileges, authority, and functions given to public utility agencies under the Act, together with all of the other power, privileges, authority, and functions granted to the PUA by state law. The PUA shall perform any act necessary to the full exercise of the PUA’s powers, including those acts necessary to acquire, finance, own, operate, or manage a facility of the PUA. The PUA may enter into a contract, lease, or agreement, including, but not limited to, an interlocal contract as authorized by Chapter 791, Texas Government Code, with or accept a grant or loan from a department or agency of the United States; a department, agency, or municipality or other political subdivision of this state; or a public or private corporation or person for the management and operation of a PUA facility or the acquisition, construction, financing, maintenance, operation, provision, or receipt of a facility, service, or product. The PUA may sell, lease, convey, or otherwise dispose of all or a portion of any right, interest, or property the PUA considers to be unnecessary for the efficient operation or maintenance of its facilities. The PUA may issue revenue bonds.

Section 5. Service Area. The PUA’s service area shall consist of the following:

- (a) The corporate limits and extra-territorial jurisdiction of the City of Raymondville, as such boundaries exist on the date of this Concurrent Ordinance;
- (b) The corporate limits and extra-territorial jurisdiction of the City of San Benito, as such boundaries exist on the date of this Concurrent Ordinance;
- (c) The corporate limits and extra-territorial jurisdiction of the City of Mercedes, as such boundaries exist on the date of this Concurrent Ordinance; and -

- (d) The corporate limits and extra-territorial jurisdiction of the City of Weslaco, as such boundaries exist on the date of this Concurrent Ordinance.

Section 6. Number of Directors and Qualifications. All powers of the PUA shall be vested in the Board of Directors (“*Board*”). The PUA shall be governed by the Board, initially consisting of four (4) places. The Board shall consist of one (1) representative for each Participant (each, a “*Director*”). The following Directors are hereby named and appointed as the initial Directors of the Board of the PUA:

- Place 1 Gilbert Gonzales, Mayor, representing the City of Raymondville, Texas;
- Place 2 Ricardo Guerra, Mayor, representing the City of San Benito, Texas;
- Place 3 Oscar D. Montoya, Sr., Mayor, representing the City of Mercedes, Texas; and
- Place 4 Adrian Gonzalez, Mayor, representing the City of Weslaco, Texas.

Each Director shall have one vote in all matters presented to or considered by the Board. A Director may only be the Mayor or Mayor Pro Tem/Tempore of any Participant that has the authority to appoint a member of the Board. No Director of the PUA may have a personal interest in a contract executed by the PUA other than as an employee, officer, or member of the governing body of the Participant. The Board shall elect from its members a President, Vice President, Secretary/Treasurer, and Assistant Secretary, and the Board shall adopt bylaws consistent with this Ordinance and the Act. The Directors of the PUA serve without compensation.

Section 7. Term of Directors. The terms of Places 1 and 2 of the initial Directors shall last until the end of the fiscal year ending September 30, 2026. The terms of Places 3 and 4 of the initial Directors shall last until the end of the fiscal year ending September 30, 2028. After the completion of each initial term, the term of office of each Director shall be four (4) years, from the date when the prior term ended; and the term for each Director position shall begin on the date a Director is appointed to the Place by the appointing Participant and confirmed by the other Participants. Any Director may be removed from office at any time, with or without cause, by the Participant that appointed such Director. Any Director may be reappointed. The appointment of any Director to the Board, save and except for the initial Directors of the Board, is accomplished by the Participant for a certain Place appointing a qualified individual to that Place, and then such individual is confirmed by all other Participants. The confirming Participants shall confirm the appointment of such individual to the Board no later than thirty (30) days after the appointing Participant’s action to appoint that individual to the Board; otherwise, the Participant shall be deemed to have confirmed the appointment of such individual to the Board.

Section 8. PUA Rules. The Board shall adopt rules to govern the operation of the PUA and its employees, facilities, and service, including, but not limited to Bylaws. The Board shall hold regular or special meetings at times and on days or dates as specified in those rules. A majority of the Directors constitute a quorum for the transaction of PUA business, and approval of at least a majority of the Directors on the Board is necessary for approval of any matter coming before the Board. However, any proposed change or amendment regarding the appointment method, number, or term of Directors requires an amendment to this Ordinance, as described in Section 11 below.

Section 9. Additional Powers and Authority. The PUA shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the PUA to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the PUA shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not be funded by funds available, or revenues of the water and wastewater utilities, systems, and facilities constructed or purchased, or by binding contractual commitments made by the Participants and future public entity participants to purchase increments or portions of the water and wastewater utilities, systems, and facilities that are constructed or purchased. The PUA may acquire, by purchasing, any land, easements, rights-of-way, or other property or improvements inside or outside the PUA's service area that are needed or are appropriate to carry out the powers and functions of the PUA.

Section 10. Governmental Body. The PUA is created as a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice & Remedies Code. The operations of the PUA are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Chapter 101, Texas Civil Practice & Remedies Code.

Section 11. Amendment. Amendment to any provision within this Ordinance requires each Participant to adopt a concurrent ordinance that includes the amendment.

Section 12. Fiscal Year. The fiscal year of the PUA shall begin October 1st of each year and end September 30th of the following year; provided, however, the first fiscal year shall begin upon the effective date of creation of the PUA and shall end September 30, 2026.

Section 13. Effective Date. This Ordinance shall take effect immediately upon adoption. The effective date for creation of the PUA shall be the date that the last Participant adopts and approves an identical concurrent ordinance to this Ordinance.

Section 14. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of said meeting was provided in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 14. Severability. If any section or provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid portion.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on this the 3rd day of February, 2026.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a City of San Benito Regular Commission Meeting on this, _____ day of _____.

CITY OF SAN BENITO, TEXAS

By: _____
Honorable Ricardo Guerra
Mayor

ATTEST:

By: _____
Ruth A. McGinnis
City Secretary

APPROVED AS TO FORM:

By: _____
Javier Villalobos
City Attorney



EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2637 establishing the Keep San Benito Beautiful Advisory Board.

RECOMMENDATION:

Staff recommends approval.

RATIONALE:

The purpose of this ordinance is to establish the Keep San Benito Beautiful Advisory Board. The Mayor and each Commissioner will each choose one person (five total) to serve on the Board of Keep San Benito Beautiful.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Samantha Guzman, Administrative Assistant - Code Enforcement

EXHIBITS:

Ordinance
Bylaws

PREPARED BY: Samantha Guzman

Executive Assistant of Administrative Services Date

Fred R. Sandoval

Fred Sandoval
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN BENITO ESTABLISHING THE KEEP SAN BENITO BEAUTIFUL COMMISSION; PROVIDING FOR THE REPEAL OF ANY ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, The City Council of San Benito, Texas has determined after citizen input that the creation of a Keep San Benito Beautiful Commission would be in the best interest of the City of San Benito and is necessary and proper for the carrying out of the City of San Benito's litter abatement and beautification programs.

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

SECTION I. PURPOSE.

That a Keep San Benito Beautiful Commission is hereby created for the purpose of assisting the City Council in establishing a citywide policy for city beautification and decreasing the amount of litter in the city.

SECTION II. MEMBERS.

That the Commission provided for herein shall be comprised of members (5) members to be nominated by, and approved by, the City Council and shall be residents of the City. The board shall consist of representatives from business and industry, media, community organizations, education, and members at large.

Those five members of the Commission originally appointed shall be appointed for a term of two (2) years. Thereafter, the term of each Commission member shall be two (2) years. No Commission member shall serve three (3) successive terms, provided, however, that a Commission member appointed to complete the term of another Commission member shall, at the completion of such term, be eligible for appointment for another full term; and provided further, that one place shall be reappointed by the City of San Benito Commission.

SECTION II. EXECUTIVE DIRECTOR.

That the Executive Director of the Commission shall be a non-voting member of the Commission. The Executive Director shall be custodian of all minutes and records of the Commission and perform such other duties as the Commission may deem necessary and consistent with both the responsibilities of the Commission and his/her responsibilities to the City of San Benito through the City Manager. The Executive Director shall work under

the supervision and control of the Assistant City Manager for the purpose of implementing the provisions of this ordinance.

SECTION IV. MEETINGS.

Those five (5) members of the Commission shall constitute a quorum for the conduct of business. The members of the Commission shall regularly attend meetings and serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.

The Commission shall hold an organizational meeting in August of each year and shall elect a Chairperson and Vice-Chairperson from among its members before proceeding to any other matters of business. The Commission shall meet regularly and shall designate the time and place of its meetings.

The Commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the provisions of this ordinance and the Charter of the City of San Benito. Newly-appointed members shall be installed at the first regular meeting after their appointment.

Each month a report shall be submitted to the City Council showing the cumulative attendance of each member with notation of members who have been absent from three (3) consecutive meetings.

SECTION V. RESPONSIBILITIES.

The Commission shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all city activities might follow a common purpose. The Commission shall have the following responsibilities:

- (a) Develop citywide refuse and environmental policy plan(s);
- (b) Evaluate city actions in light of that policy;
- (c) Determine and recommend to the City Council management and program priorities on a citywide basis;
- (d) Recommend enforcement and additional program alternatives;
- (e) Monitor city performance from data collected and examined under the Keep Texas Beautiful, Inc. affiliate requirements and make an annual report to the City Council; and

(f) Carry out such other tasks as the City Council may designate.

To accomplish these responsibilities, the Commission shall establish sub-committees such as, but not limited to, the areas of Business and Industry, Communications, Education, Finance/Fundraising, and Cleanup.

A Commission member will chair each sub-committee with an unspecified number of community volunteers chosen by the Commission as working sub-committee members.

SECTION VI. SEVERABILITY.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of the Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, or paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

SECTION VII. REPEAL.

Any existing ordinance or portion of an existing ordinance in conflict with the terms of this ordinance is hereby repealed.

SECTION VIII. EFFECTIVE DATE.

That this ordinance shall be in full force and effect from and after the date of its passage, and it is so ordained.

PASSED AND APPROVED this ____ day of _____, 20__

Signature: _____

Mayor

ATTEST:

Signature: _____

City Secretary/Clerk

APPROVED AS TO FORM:

Signature: _____

City Attorney



Bylaws

ARTICLE ONE

Name

The name of this non-profit organization shall be Keep San Benito Beautiful hereinafter referred to as the Organization.

ARTICLE TWO

Classification/Purpose

Article 2.1 Organization

The Organization was created to implement and maintain the Keep Texas Beautiful System and as an outgrowth and revision of the City of San Benito, this reorganization resulting from votes of adoption by the San Benito Beautification Commission and the San Benito City Council.

Article 2.2 Purpose/Aims

The purposes and aims of this Organization will be charitable and educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 as amended and applicable Texas state statutes, and is thus classified as a tax-exempt charitable organization.

Article 2.3 Address

The mailing address of the Organization is 401 N. Sam Houston San Benito, TX 78586

ARTICLE THREE

Mission, Vision and Goals

Article 3.1 Mission Statement

To inspire and empower all residents of San Benito by fostering community pride through education, volunteerism, and hands-on action—working together for a cleaner, greener, and more beautiful city for generations to come.

Article 3.2 Vision Statement

To inspire a cleaner, more beautiful San Benito where residents, businesses, and visitors feel proud to live, work, and explore.

Article 3.3 Goals

The goals of Keep San Benito Beautiful, an all-volunteer, non-profit community 501 (c) (3) organization are:

- Litter prevention
- Beautification
- Reduce, reuse and recycle

ARTICLE FOUR

Membership and Dues

Article 4.1 Membership

Membership in the Organization shall have a yearly fee of \$100 for individuals, \$25 for students, \$45 for seniors (55+) and \$250 for business or organization. KSBB is open to any individuals, families, governmental units, clubs, civic organizations, schools, churches, businesses and other groups who support the purposes and goals of the Organization.



Bylaws

Article 4.2 Board of Director Members

All members of the Board of Directors must be members of Keep San Benito Beautiful, at some level.

Article 4.4 Annual Dues

For those classes of membership subject to annual dues, the annual dues shall cover the period of January 1 through December 31.

Article 4.5 Honorary Members

Honorary Members shall be persons or organizations selected by the Board of Directors under terms or conditions determined by the Board of Directors.

ARTICLE FIVE Board of Directors

Article 5.1 Number and Description

The governing body of the Organization shall be the Board of Directors. This body shall consist of five members:

Article 5.1.A. Appointed Board of Directors

The five appointed directors will be chosen by the San Benito City Council after first having completed a Keep San Benito Beautiful Application.

Article 5.2 Non-Voting Member

The Executive Director shall serve as a non-voting member of the Board.

Article 5.3 Management and Adopted Policies

The Board shall be responsible for the management of the Organization affairs and shall have full power and authority to promote the goals for which the Organization is created. The Board shall adopt such policies as may be deemed necessary to conduct the business of the Organization consistent with the terms of the BYLAWS.

Article 5.4 Terms of Office

A “Term of Office” is hereby defined as three years.

A term of office begins on January 1 and ends on December 31 of the third year.



Bylaws

Article 5.5 Meetings

The Board of Directors shall meet monthly. Regular and/or special meetings may be called or cancelled by the Chairman or on petition of at least five board members.

Article 5.6 Quorum

A quorum will consist of one-third of the filled board positions.

Article 5.7 Vacancies

The City of San Benito Commission shall have the power to fill all vacancies in Board positions for the unexpired term of office.

Article 5.8 Resignations

Any Board member may resign at any time by giving written notice of such resignation to the Board of Directors or the Board Chair. Unless otherwise specified in such written notice, such resignation will take effect upon receipt thereof by the Board of Directors or Board Chair.

Article 5.9 Removal

Any Board member may be removed from the Board by the affirmative vote of two-thirds of the entire Board. If a Board Member misses three consecutive meetings without an excuse deemed reasonable by the Executive Director, it will be considered an automatic resignation, and he/she will be notified in writing.

ARTICLE SIX Officers and Duties

Article 6.1 Officers

The Directors of the Organization shall be the Chairman, Vice-Chairman, Secretary, Treasurer and Parliamentarian.

Article 6.2 Terms of Office

The five Directors of the Organization shall be elected for two year terms beginning May 1. Any Director may be elected for two successive terms. No Officer shall serve three successive terms, provided however, that a Board member appointed to complete the term of another Board member shall, at the completion of such term, be eligible for appointment for another full term; and provided further that one place shall be filled by a new Director appointed by the City of San Benito Commission.

Article 6.3 Duties of Officers:

Article 6.3.A. Chairman

Shall serve as the Chief Executive Officer, preside at board meetings, and perform such other duties as necessary to fulfill the objectives of the Organization. As stated in Ordinance.



Bylaws

Article 6.4.B Vice-Chairman

Shall preside in the absence of the Chairman; and shall perform such other duties as may be delegated by the Chairman.

Article 6.4.C Secretary

Shall ensure that minutes of the meetings and attendance records are accurate.

Article 6.4.D Parliamentarian

Shall ensure that the bylaws of the Organization are followed. Unless otherwise provided in these Bylaws, the Parliamentarian will see that Robert's Rules of Order newly revised are followed.

Article 6.4.E Treasurer

Shall serve as custodian of the funds of the organization and shall make a monthly and annual accounting of these funds. Also, an annual financial report shall be presented to The Board of Directors no later than 60 days after the close of the fiscal year.

Article 6.5 Vacancies in Offices

In case of a vacancy in the Board of Directors, the City of San Benito City Commission will appoint a successor to fill the unexpired term.

Appointment to such a term shall not apply to term limits as described in Article 5.4.

Article 6.6 Executive Committee:

Article 6.6.A Members

The Board of Directors of the Organization shall consist of the Chairman, Vice-Chairman, Secretary, Treasurer and Parliamentarian. The Executive Director of the Organization will serve as an ex-officio member of the Executive Committee.

Article 6.6.B Meetings

The Executive Committee shall meet at the call of the Chairman or on petition of at least three members of the Executive Committee. Four members shall constitute a quorum.

Article 6.6.B Powers

During the intervals between the meetings of the board of directors, the San Benito City Commission shall have and may exercise all the powers of the Board of Directors in management of the business, affairs and property of the Organization, except that it may not modify any action taken by the Board.



Bylaws

ARTICLE SEVEN Executive Director

Article 8.1 Duties of Executive Director
The Executive Director (E.D.) shall be the manager of the daily operations of the Organization. The E.D. shall be under the direct supervision of the City Manager and Asst. City Manager who will be guided by the personnel policies of the City of San Benito. The Executive Director shall sign all checks prepared for payment of approved costs. Detailed reports of these financial operations shall be presented by the Treasurer monthly and at year end to the Board of Directors.

Article 8.2 Non-Voting Member
The Executive Director shall be a non-voting member of the Board of Directors and the Executive Committee.

Article 8.3 Performance Review
The Executive Director shall receive a performance review by the Executive Committee each year at least one month prior to the Executive Director's yearly anniversary. The results of the performance review will be provided in writing to the City Manager and Asst. City Manager from the Chairman.

ARTICLE EIGHT Amendments to Bylaws

These Bylaws may be amended by a two-thirds vote of the Board of Directors present at any regular meeting provided that a quorum is present and the proposed changes are presented in writing at least two weeks prior to their amendment.

ARTICLE NINE Fiscal Year

Article 9 Fiscal/Business Year
The fiscal and business year of the Organization shall be from October to September.

ARTICLE TEN Parliamentary Authority

“Robert’s Rules of Order, Newly Revised” will be the authority of all questions of parliamentary law not covered by these Bylaws or Standing Rules. The Board Chair may appoint a Parliamentarian.



Bylaws

ARTICLE ELEVEN Political Activity

Article 11.1 Support of Issues

It shall be the intent of the organization to work with governmental officials for enactment and enforcement of laws, ordinances, and regulations compatible with the objectives and purposes of the Organization.

Article 11.2 Candidate Support

The Organization shall not engage in any activity either supporting or opposing the candidacy of any individual, group of individuals, or party for political office.

Article 11.3 Use of Membership

Members of the organization will refrain from utilizing their membership and the Keep San Benito Beautiful name for political gain or expressing opinions in a manner that suggests the organization supports the member's issue or opinion.

ARTICLE TWELVE Expenditures

Any KSBB Board Member other than the Executive Director must receive prior approval for any expenditure to be reimbursed on behalf of Keep San Benito Beautiful.

ARTICLE THIRTEEN Dissolution

In the event of dissolution, the residual assets of the Organization will be conveyed to one or more organizations which themselves are exempt as organizations described in Section 501 (c) (3) of the Internal Revenue Code of 1986 or corresponding section of any prior or future law, or to the state or local government for exclusive public purpose.



EXECUTIVE SUMMARY

REQUEST:

Discussion and possible action to amend Ordinance 2573-B-10-2024 concerning fees and use of San Benito Community Building.

RECOMMENDATION:

Commissioner Deborah Morales and Commissioner Pete A. Galvan requested this item.

RATIONALE:

Commissioner Deborah Morales and Commissioner Pete A. Galvan requested this item.

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: Ordinance 2573-B-10-2024 (2024-12-05) (1)

PREPARED BY: Fred Sandoval
City Manager

01/27/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NUMBER 2573-B-10-2024

AN ORDINANCE OF THE CITY OF SAN BENITO AMENDING AND SUPPLEMENTING ORDINANCE NO. 2573 THAT MODIFIES THE COMPREHENSIVE SCHEDULE OF FEES; APPLICABILITY AND AUTHORITY; DEPARTMENTS AND FACTORS; ENFORCEMENT, PENALTIES, CIRCUMVENTION; CUMULATIVE AND REPEALING CLAUSE; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND ORDAINING OTHER RELATED MATTERS

WHEREAS, by Article II, Section 2.01 of the Charter of the City of San Benito (“City”), the city shall have the power to ordain and establish such acts, laws, regulations, resolutions, and ordinances not inconsistent with the Constitution and laws of the State of Texas and of the Charter; and

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City has the authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, under the Texas Constitution, article XI, section 5, and Texas Local Government Code section 51.072, as a home-rule municipality, City has full power of local self-government.

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

SECTION 1: Applicability; Authority.

- a. This Ordinance amends and supplements Ordinance Number 2573. The new Comprehensive Fee Schedule adopted herein is attached as “Exhibit A”.
- b. The City of San Benito, Texas hereby adopts and enacts this Ordinance that shall be enforceable within the municipality’s municipal boundaries and extraterritorial jurisdiction. This Ordinance and provisions herewith shall be included in the Code of Ordinances.
- c. The authority granted to the City of San Benito are provisions referenced in Tex. Loc. Gov. Code §§51.001, 51.072, 212.906, 214.907; Tex. Const. art. XI, § 5, and Article II, Section 2.01(C) of the City of San Benito Charter.

SECTION 2: Departments; Factors.

- a. Any department of the City of San Benito, including but not limited to the City Commission, City Manager, and other designated city personnel, may refuse or terminate any contract at any time, deny, rescind, or cancel an application or a permit, certificate, license, service, or other issuances. The City is further authorized to promulgate necessary forms, guidelines, applications, permits, certificates, licenses, services, consent forms, or written agreements to include authorization, releases, and waiver of legal liability and damages. An application, permit, certificate, license, service, issuance, or written agreement may also expire without further action.

b. The authority to be exercised in accordance with this Ordinance shall apply to any person, corporation, company, partnership, association, or any other legal entity or organization that is in any way directly, indirectly, or as a result of a person in authority or control of the management, operations, land, occupant, or buildings that contracts with the City, submits an application to the City, or receives a permit, certificate, license, service, or other issuance.

c. Any of the following factors may be considered as to the approval, denial, or imposition of any fees for an application, contract, permit, certificate, license, service, or other issuance: (1) financial indebtedness to the City or its departments or corporations, (2) compliance or a violation with state, federal, or local ordinance, (3) compliance with any service or contractual obligations with the City or its departments or corporations, (4) claim history with the City or any of its employees, appointed or elected officials in their official capacity, or corporations, (5) whether any person or entity to whom this ordinance may be applicable is the subject of a criminal complaint that may be either a felony or misdemeanor, (6) whether any person or entity to whom this ordinance is or may be applicable is liable to the City or any of its departments or corporations for any damage or injury, (7) acts or omissions that may jeopardize the health, safety, welfare of the general public, patrons, or bystanders; and (8) the cost of the review and processing of either engineering plans, construction plans, inspection of infrastructure, fees of qualified independent third-parties, or the hourly rate for the estimated actual direct time of city personnel performing services.

SECTION 3. Enforcement; Penalties; Circumvention.

- a. Should any person or business violate the prohibitions contained herein, City may take any action to enforce this or any ordinance to prevent and summarily abate the action, and seek any and all other relief.
- b. Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.
- c. It shall be unlawful for an applicant, permittee, and any other person to knowingly conspire to circumvent this ordinance to avoid the provisions, restrictions, and prohibitions of this Ordinance.
- d. A liable party shall be subject to a civil penalty up to \$200 per violation, in addition to court costs, and other fees allowed by law.
- e. A violation may also subject any violator to additional criminal penalties as the law may allow.

SECTION 4. Cumulative and Repealing Clause; Savings Clause.

- a. The ordinance shall be cumulative of all ordinances dealing with the same subject, and any provision in conflict with this ordinance is superseded and replaced.
- b. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 5. Publication and Effective Date.

The Ordinance shall take effect and be in force from and after its passage and approval after two (2) readings pursuant to Section 3.12 of the Charter of the City of San Benito. This ordinance was read and considered by the San Benito City Commission on the following dates: (a) October 1, 2024; and (b) December 5, 2024. Any publication shall be noted by time and place and published on the website.

SECTION 6: Proper Notice and Meeting.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED, APPROVED, AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, on this the 5th day of December, 2024.

CITY OF SAN BENITO, TEXAS


Honorable Ricardo Guerra
Mayor



Attest:



Ruth A. McGinnis
City Secretary

EXHIBIT "A"

TECHNICAL PERMIT FEES	NEW FEES
Mechanical (A/C) Annual Registration	\$0 as per State law
Mechanical Permit (min. base fee) per permit	\$75.00
Tonnage (1-5 ton) additional per ton	\$8.00 per ton
Tonnage (6 and over)	\$10.00 each
A/C Unit (per unit)	\$25.00
Final Inspection	\$25.00
Electricians (Annual Registration)	\$0 as per State law
Electrical Permits (min. base fee) per permit	\$75.00
Temporary Poles	\$25.00
Meter Service	\$35.00
Reconnect (Residential)	\$35.00
(Commercial)	\$60.00
Working Clearance	\$40.00
Circuits each	\$5.00
Final Inspection	\$25.00
Plumbers (Annual Registration)	\$0 as per State law
Plumbing Permits (min. base fee) per Permit	\$75.00
Rough-in-Inspection	\$50.00
Slab plumbing	\$50.00
Final Inspection	\$25.00
Water Heater (+ Base Fee)	\$25.00
Per fixture	\$5.00
Sewer Yard line	\$25.00
Water Yard Line	\$25.00
Gas	
Gas Permits- Gas line & repair (base fee)	\$75.00
Gas Test (+base fee)	\$35.00
One to Four Outlets	\$25.00
Additional Outlets each @	\$10.00
Backflow	
Backflow Device (verification/inspection fee)	\$50.00
Irrigation, Backflow and Sprinkler System permits {per project}	\$50.00
Backflow device test and maintenance forms filing fee (per test)	\$10.00
Final Inspection	\$25.00
No permit prior to construction/Penalty all fees & permit costs double	Permit Fees Double
Preliminary inspection or Technical Plan Review	\$50.00
All Re-Inspection Fees after 2 ND Inspection or more -Technical	\$50.00
Follow-Up/Compliance Inspection (Building)	75.00
General Contractors (Annual Registration)	\$150.00
Self-Contracting Homeowner (Per Project)	\$50.00
BUILDING PERMITS FEE-New Construction, Addition, Remodel, Repair, Accessory Building, Pool, Fence & Driveway, etc.	
Residential Base Permit Fee-	\$100.00
Brick-Tie (+ Base permit Fee)	100.00 per insp.
Foundation/flatwork (+ Base permit Fee)	100.00 per insp.
Windstorm (+ Base permit Fee)	100.00per insp.
Res-Check	50.00
Preliminary Inspection or Technical Plan Review	½ of total permit fee
Final Building Inspection	100.00 per insp.
Roof (repair, re-roof) (+ Base permit Fee)	100.00
Solar Panel (+ Base fee)	250.00
Building Miscellaneous- Remodel, Repair (anything not listed) (+ Base Fee)	75.00

Residential Fence Permit: Permit Required if new, replace or relocated	40.00
Commercial Fence Permit: Permit Required if new, replace or relocated	200.00
Driveway Permit	50.00
Curb break (per curb break)	50.00
Roof permit (re-roofing/fixing) 40% or more of work being done	25.00
Building Permit Extension (After first 6 months If no construction)	25.00
Building Permit Extension (After one year with construction)	½ of original permit cost
Certificate of Occupancy (Residential)	75.00
Certificate of Occupancy (Commercial)	
0-1,999 sq. ft.	75.00
2,000-4,999 sq. ft.	150.00
5,000-7,999 sq. ft.	250.00
Over 8,000 sq. ft.	400.00
Commercial Base Permit Fee	200.00
Construction Value \$100 or less (+ Base Permit Fee)	40.00
\$101 to \$999 (+ Base Permit Fee)	40.00
\$1,000.00 and less (+ Base Permit Fee)	40.00
\$1001.00 to \$50,000.00 (+ Base Permit Fee)	40.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof and including \$50,000
\$50,001.00 to \$100,000.00 (+ Base Permit Fee)	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00 (+ Base Permit Fee)	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand of fraction thereof, to and including \$500,000.00
\$500,001.00 and up (+ Base Permit Fee)	\$1660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand of fraction thereof, to and including \$100,000.00
Com-check Review	50.00
Foundation/ Flatwork	200.00
Windstorm	100.00
Plan Review	½ of total permit
Re-Roof Permit (Per Building+ Base Permit Fee) Commercial	\$150.00
Permit Processing and Inspections for Construction Projects (Homes under 2500 Square Feet Living Area)	
Processing	\$50.00
Plan Review	\$200 (Building, Planning, Engineering)
Inspections:	
Plumbing Underground	\$50.00
Foundation	\$50.00
Framing Rough-In	\$50.00
Electrical Rough-In	\$50.00
Mechanical Rough-In	\$50.00
Plumbing Rough In	\$50.00
Nail Pattern	\$50.00
Insulation	\$50.00
Driveway	\$50.00
Electrical Working Clearance	\$50.00
Final Building	\$200.00
C of O	\$100.00
Sub-Contractor Permits:	

Electrical	\$180.00
Plumbing	\$250.00
Mechanical	\$80.00
Permit Processing and inspections for Construction Projects (Homes over 2500 Square Feet Living Area)	
Processing	\$50.00
Plan Review	\$200 (Building, Planning, Engineering)
Inspections:	
Plumbing Underground	\$75.00
Foundation	\$75.00
Framing Rough-In	\$75.00
Electrical Rough-In	\$75.00
Mechanical Rough-In	\$75.00
Plumbing Rough In	\$75.00
Nail Pattern	\$75.00
Insulation	\$50.00
Driveway	\$75.00
Electrical Working Clearance	\$50.00
Final Building	\$200.00
C of O	\$100.00
Sub-Contractors Permits:	75.00
Electrical	\$200.00
Plumbing	\$275.00
Mechanical	\$110.00
Processing and Inspections for Construction Projects (Commercial Projects)	
Processing	\$100.00
Plan Review	\$300 (Building, Planning, Engineering)
Inspections:	
Plumbing Underground	\$100.00
Foundation	\$100.00
Framing Rough-In	\$100.00
Electrical Rough-In	\$100.00
Mechanical Rough-In	\$100.00
Plumbing Rough-In	\$100.00
Nail Pattern	\$100.00
Insulation	\$100.00
Driveway	\$75.00
Electrical Working Clearance	\$50.00
Final Building	\$300.00
C of O	\$100.00
Sub-Contractor Permits	
Electrical	\$250.00
Plumbing	\$300.00
Mechanical	\$120.00
Contractor Registration:	
Electrical, Plumbing, Mechanical Contractors	\$0 as per State Law
General Contractors	\$150.00
Self-Contracting Homeowner (Per Project)	\$50.00
No permit prior to construction/ Penalty all fees & permit costs double	Permit Fees Double
All Re-Inspection Fees after 2 nd Inspection or more	\$50.00
Follow-Up/Compliance Inspection	\$75.00
Roof (repair, re-roof)	\$100.00
Solar Panel	\$250.00
Fence:	

Residential Fence Permit: Permit Required if new, replace or relocated	\$40.00
Commercial Fence Permit: Permit Required if new, replace or relocated	\$200.00
Plan Review Fee	\$50.00
Driveway:	
Driveway Permit	\$50.00
Curb Break	\$50.00
Plan Review Fee	\$50.00
Gas	
Gas Permits-Gas Line New/Repair	
Gas Test	100.00
One to Four Outlets	\$50.00
Additional Outlets Each	\$25.00
Backflow	\$10.00
Backflow Device (Verification/Inspection Fee)	\$50.00
Irrigation, Backflow and Sprinkler System Permits (per project)	\$50.00
Backflow device test and maintenance forms filing fee (per test)	\$10.00
Final Inspection	\$25.00
No permit prior to construction/penalty all fees & permit cost double	Permit Fees Double
Permit Extension:	
Building Permit Extension (After first 6 months If no construction)	25.00
Building Permit Extension (After one year with construction)	½ of original permit cost
New Business License	75.00
Existing Business Inspection	50.00
Annual Business License Renewal	35.00
Relocation of Business Permit	75.00
Change or Replace of Business Name Permit	75.00
Other Permits:	
Garage Sales Permits (2 per year)	0.00
Demolition Contractors (Annual Registration)	150.00
Demolition of Structure permit (Residential)	100.00 – First Floor + 50.00 ea. Additional Story
Demolition of Structure permit (Commercial)	200.00 - First Floor + 50.00 ea. Additional story
Demolition Deposit per structure	0
Demolition Inspection Fee	50.00
House Mover (Annual Registration)	150.00
Housing moving permit	150.00
Pre-inspection Mobile Home or Home	50.00
House moving deposit per structure	0
VENDOR FEES	
Produce Vendors (3 months consecutively)	100.00
Street Peddler/Door-to-Door sales (1-14 days)	25.00 per day + 10 Per Person
Holiday Vendors (1-14 days)	25.00 Per day
Mobile Food Vendors (Three (3) months consecutively)	100.00
General Product Stationary/ Non-Food Vendor. Stationary Only. (1-14 days)	25.00 per day
Event Permit	75.00
+ fee Per booth	15.00
Benefit/Non-Profit Fundraisers Permit {Single Event}	25.00w/ or 50.00 w/o tax exemption
Carnival/Circus Operating Permit	500.00
Clean-up deposit fee for Carnival/Circus only if required	500.00
Set-Up Inspection fee	100.00

Drilling Permits	25.00
Street Sign, 24" or less (new sub only)	Actual cost
Street Sign 24" or less w/pole "	"
Street Sign, 30" (new subdivision only)	"
Street Sign, 30" w/pole "	"
Street Sign, 36" (new subdivision only)	"
Street Sign, 36" w/pole ("	"
Street Sign Installation (new sub only)	"
HEALTH INSPECTIONS/CODE ENFORCEMENT FEES	
*All fees are charged yearly and include Quarterly inspections	
Restaurants/Convenience/Grocery	250.00
Public Cafeterias	250.00
Bars/lounges	250.00
Meat & Seafood	250.00
Tortillerias	250.00
Day Care & Group Homes	250.00
*All fees are charged yearly and include bi-annual inspections	
Foster home Inspection	125.00
Foster Home/Child & Adult Care Fire inspection	15.00
Nursing Home/Health Care/Hospital inspection	25.00
Follow up/compliance health inspection fee after 2 nd inspection	50.00
Mobile Home Parks Operation Permit (Annual)	250.00
Liquor/Beer & Wine	½ cost of State License.
Wet Certificate (Certifying this is a wet area where alcohol sold)	10.00
WEEDY LOT-MOWING FEES	
Mowing Fees (per lot up to ½ acre) (Plus \$50 every ½ acre or less thereafter)	250.00 Plus 50.00 ea. ½ acre thereafter
PLANNING & ZONING	
Preliminary Inspection/Plan Review	50.00
All Re-inspection Fees 2 nd inspection or more	50.00
Follow-Up/Compliance Inspection (Planning & Zoning)	75.00
City of San Benito Zoning Ordinance (Re-Zone) Copies	.10 cents per page
City of San Benito Subdivision Ordinance Copies	.10 cents per page
Rezoning Application	350.00
Re-Notification for Rezoning	150.00
Subdivision	
Preliminary Plat	250.00
Final Plat	250.00
Variance Application	250.00
Conditional Use Permit Application	250.00
Re-Notification for Conditional Use Permit	150.00
Zoning Variance Application	250.00
Re-Notification for Zoning Variance Application	150.00
Application for Appeal (Planning & Zoning Commission)	250.00
Right-of-way Abandonment Application (includes appraisal)	300.00
Park Settlement Fee (Multi-Family/subdivision)	600.00 per dwelling

Annexation Application	200.00
Recordation Fee (per document)	50.00
Research Fee	25.00
Verification Letters (Address)	25.00
Verification Letter (Zoning)	250.00
Site Plan Review	150.00
Zoning Map	25.00
City Map (digital color maps)	25.00
11 X 17 Map (digital color maps)	15.00
Flood Plain	20.00
Late Hours Permit	400.00
Field Check (Planning & Zoning Only)	25.00

FIRE DEPARTMENT	
Fire Plan Reviews	
Residential	\$25.00
Commercial	\$40.00/Hour
Fire Permits	
Kitchen Fire Suppression System	\$75.00
Fire System Permit:	40.00 first 1K +5.25 each add. Thousand or fraction thereof
Fire sprinkler modification	\$25.00
Fire Alarm modification	\$25.00
Burning Commercial	\$100.00 per pile
Adult/ Child care / Nursing home /	\$50.00
Hotel / Motel (add \$20.00 per floor after 1 st floor)	\$100.00
Schools	\$100.00
Follow up compliance re inspection	\$25.00
Fire inspection (final/annual)	\$50.00
Underground hydrostatic test	\$50.00
Above ground hydrostatic / visual test/ pressure check	\$50.00
Riser room	\$30.00
Hydrant Flow test	\$25.00
Storage tanks Permits/ inspection	10,000 gal or less \$50 per tank More than 10,000 gal \$75.00 per tank
Hood system Extinguisher test (trip/suppression test)	\$50.00
Residential alarm review	\$25.00
Fire incident Report	\$6.00
Fire unit detail (per event)	\$75.00
Working without permit	Double permit fees
False alarm (alarms exceeding 5 false alarms per calendar year)	\$50.00 each false alarm

POLICE DEPARTMENT	
Vehicle Letter	5.00
Accident Report (State Mandate)	6.00
Accident Report- (State Mandate)Certified Copy	8.00
Offense Report	0
Incident /Miscellaneous Report	0
Fingerprints (per card)	15.00
Police Security (if required - 2 officers Minimum- 4 hrs.)	280.00
Each Additional hour	70.00
Police Escort {Transport Assistance (per unit per hour)	70.00
Request for Body Camera Footage	10.00
Per Full Minute of Body Camera or Audio Footage	1.00 per full minute
Background/Criminal History Checks	10.00
Rewritable and Non-Rewritable CD/DVD	1.00
Note: Certain records request that require extensive compiling, locating or redaction May be subject to a \$15.00 per hour labor charge.	
ANIMAL CONTROL	
Pickup Stray, unwanted dog or cat	20.00
Shelter Fee (Per day)	15.00
Quarantine (10 days)	12.50 per day
Adoption	25.00
Dog License	5.00

VITAL STATISTICS	
Birth Certificate	23.00
Preservation Fee	1.00
Plastic cover	2.00
Plastic cover	2.00
Birth certificate (Surcharge)	2.00
Death Certificate	21.00
Additional copies	4.00
BURIAL TRANSIT PERMITS	
During Business hours	25.00
Outside of business hours	50.00
Disinterment Permit	50.00
LIBRARY FEES	
Overdue Charges Per Day:	
Book	0.25
DVD	0.50
Test Materials	0.50
Interlibrary Loan Materials	0.50
Certified Letter for Overdue Materials	10.00
DAMAGED/LOST/UN-REPAIRABLE MATERIAL PROCESSING FEE:	
Books- DVD- Audio Book- processing fee	5.00
Book-purchase price plus processing fee	
DVD- purchase price plus processing fee	
Barcode & Spine label	
LIBRARY CARDS:	
Re-placement	1.00
INTRA-LIBRARY LOAN FEES	
Interlibrary Loan (postage for books per book)	2.50
Over dues (day/item)	0.50
Lost damaged materials (determined by lender)	
"determined by lender "that means that this is an item on loan from another library and therefore they determine the value if the item is lost.	
Equipment Usage:	
Black & White Printouts	0.10
Colored Printouts	0.25
Fax, first page	2.00
Fax, all other pages	1.00
Microfiche/film reader/printer (copy)	0.10
Photo copy	0.10
Copy Machine (per copy)	0.10
Computers printers (page)	0.10

ADMINISTRATION	
Copy Machine (per copy)	0.25
If more than 50 pages	.10/per page
Oversize paper 11x17	.50/per page
Blueprint paper	\$5.00 per sheet
Search Fee	\$15.00/Hour
Computers printers (page)	0.20
Fax, first page	3.00
Fax, all other pages	2.00
Code of Ordinances	.10\$ per page
City Budget Copy	.10\$ per page
City Charter	.10\$ per page
Audit	.10\$ per page
Replacement of Kronos Card	5.00
MUNICIPAL COURT	
Violations Fees:	
Certified copies of officials documents	.10\$ per page
Garage Permits	176.00
All Building Permits	222.00
Right of Way Violations (ran stop sign, red light, improper turns, fail to Yield right of way, unsafe lane change fail to drive in single line illegal U Turn (Ordinance #868)	170.00
Driving on the wrong side/wrong way on one-way	170.00
Following too closely	170.00
No operator's license	170.00
Unrestraint child	209.00
Unrestraint driver	169.00
Unapproved window coating	169.00
MVI sticker invalid	144.00
Registration Invalid	111.00
All defective equipment	144.00
Fictitious MVI Sticker	144.00
Fictitious Registration Sticker	144.00
Driving without headlights	144.00
Curfew/Loitering (city ord.)	176.00
Leash Law (city ord.)	131.00
Handicap parking violation	500.00
Parking violation: Imp. Parking, No Parking Zone, parking after hours	94.00
Loud music (city ord.)	176.00
Maximum Speed Requirement: Fail to control speed	170.00
Racing on highway Contesting for Speed Exhibition of Acceleration	215.00
Overtaking/Passing School Bus	340.00
Cell Phone Use in School Zone	202.00
No proof of liability Insurance	281.00
Accident involving damage to vehicle	315.00
Public Intoxication/Assault	281.00
Discharge of Firearms	279.90
DUI Class C	315.00
Disorderly Conduct/Theft	281.00
Possession of Drug Paraphernalia	314.00
Failure to Identify	281.00
Minor in possession alcoholic beverage	281.00
Scofflaw fees (License plates renewal)	10.00
FACILITY AND/OR GROUND FEES	
Police Security (if required - 2 officers Minimum- 4 hrs.)	280.00
Each Additional hour	70.00
Key Deposit	15.00

After hours service call	75.00
Clean up deposit	150.00
Lighting usage per day (per field/facility)	50.00

SAN BENITO MUNICIPAL PARK PAVILION	
Daily rental	100.00
SAN BENITO MUNICIPAL PARK SOCCER/FOOTBALL FIELDS:	
For all four GAME FIELDS per day *Does not include concession stand	300.00
Concession Facility soccer/football (additional) does not include health permit	50.00
SAN BENITO MUNICIPAL PARK BASEBALL FIELDS	
For all six GAME FIELDS per day *Does not include concession stands	450.00
Concession Facilities baseball (additional) does not include health permit	100.00
FAIRGROUND:	
Neumann Building (15,000 sq. ft @ \$0.05/sq. ft.)	750.00
Judaina Arena area (4,070 sq. ft.)	200.00
Livestock Barn (15,000 sq. ft. @ 0.05 per sq. ft.)	750.00
Vacant Land Per Acre	50.00 per acre
Major Non-City Events/Concerts: As negotiated by City Manager	
Fenced Arena (Outdoor)	125.00
Municipal Building:	
Cesar Gonzalez Meeting Hall	25.00
Community Building:	
First 4 hours (minimum): If cleaned by contract party, \$50.00 will be returned including deposit	350.00
Each additional hour	75.00
Kennedy Park Pavilion: Only pavilion with bathrooms	
Regular Day	75.00
Falligant Park	
Regular Day	75.00
Pavilion Rental (Daily Fee)	100.00
Glenn White Park Pavilion (When new facilities built)	
Regular Day	75.00
Amphitheatre/Heavin Park:	
Regular Day which includes the concession stand	200.00
*concession facility does not include health permit required	

FILED FOR RECORD
AT 2:39 O'CLOCK P M

DEC 19 2024

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK
DOC No. 2024-43796
By SR Deputy



VG-1413-2024-43796

Cameron County
Sylvia Garza-Perez
Cameron County Clerk

Instrument Number: 2024-43796

Real Property Recordings

Recorded On: December 19, 2024 02:39 PM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$87.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 43796
Receipt Number: 20241219000196
Recorded Date/Time: December 19, 2024 02:39 PM
User: Samantha R
Station: CCLERK19_05

Record and Return To:

CITY OF SAN BENITO ADM ACCT
401 N SAM HOUSTON
SAN BENITO TX 78586



**STATE OF TEXAS
Cameron County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Cameron County, Texas

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX



MINUTES OF THE CITY OF SAN BENITO SPECIAL CITY COMMISSION MEETING

On December 5, 2024, the City Commission convened for a Special Meeting at the Cesar Gonzalez Meeting Hall, 401 North Sam Houston Boulevard, San Benito, Texas.

City Commission Members Present: Ricardo Guerra, Mayor; Pedro A. Galvan, Mayor Pro Tem; Tom Goodman, Commissioner, Place 1; Deborah A. Morales, Commissioner, Place 2; Jose E. Navarro, Commissioner Place 4, and Javier Villalobos, City Attorney

City Administration Personnel Present: Fred Sandoval, City Manager, Diana C. Garza, Assistant City Manager, Ruth McGinnis, City Secretary, Yolanda Galarza, Assistant City Secretary, and Brenda Reichman, Administrative Assistant to the City Secretary

Absent: None

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 5:31 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.

Commissioner Tom Goodman led the invocation.

PROCLAMATION(S)

PROCLAMATION IN APPRECIATION TO DR. ENRIQUETA RAMOS AND MR. MIGUEL JIMENEZ.

Dr. Enriqueta Ramos and Mr. Miguel Jimenez accepted a proclamation in appreciation of their continuous dedication as leaders of the general education, development, and Friends of the San Benito Public Library Programs.

At this time, each member of the Commission read a section of the proclamation.

PROCLAMATION IN APPRECIATION TO MR. ROBERT RASHKIN AND MRS. JEAN RASHKIN.

Mr. Robert Rashkin and Mrs. Jean Rashkin were not present to accept the proclamation.

The proclamation was read for the record.

At this time, each member of the Commission read a section of the proclamation.

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

Ruth McGinnis, City Secretary announced the following citizen that signed up for Public Comment:

Mike Travis, stated to reside at 1695 Russell Lane, highlighted how nepotism has been a topic of discussion among citizens, the contentious issue of residency within the City of San Benito, and the process followed by the City to amend the City Charter.

ANNOUNCEMENTS:

ITEM 1. ANNOUNCEMENTS: ITEMS OF COMMUNITY INTEREST.

Diana Garza, Assistant City Manager, announced the following:

- Friday, December 6, 2024, City of San Benito Christmas Tree Lightning from 6 pm to 9 pm., at the Heavin Memorial Park, includes, music, food, ice-skating, and Santa Claus among other characters
- Saturday, December 14, 2024, the 84th Annual Parade will take place along Sam Houston Boulevard, starting at 6 pm.; the San Benito Belles will be the Grand Marshall

Mayor Ricardo Guerra announced that the McAllen Holiday Parade would take place on Saturday, December 7, 2024, at 6 pm.

Commissioner Deborah Morales praised the Public Works staff for their outstanding efforts in decorating and making the City festive. Her commendation highlighted the dedication and hard work of the team in creating a vibrant and celebratory atmosphere for the community to enjoy. The decorations added a special touch to the City, enhancing the holiday spirit and contributing to the overall festive ambiance.

Mayor Ricardo Guerra expressed his gratitude to the Public Works staff for their prompt and efficient response to water breaks during the Thanksgiving holidays. He acknowledged their hard work and dedication, ensuring that the necessary repairs were made swiftly, despite the holiday season. The Mayor's appreciation highlighted the team's commitment to maintaining essential city services and ensuring the community's needs were met during a busy time.

CONSENT AGENDA ITEM(S)

Commissioner Deborah Morales requested that Consent Agenda Items 12 and 17 be moved out of sequence for discussion and action.

Upon motion by Commissioner Tom Goodman seconded by Commissioner Joe Navarro and carried unanimously, Consent Agenda Items 1, through 11 and 13 through 16, were approved.

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE SEPTEMBER 17, 2024, OCTOBER 1, 2024, AND OCTOBER 15, 2024, CITY OF SAN BENITO REGULAR CITY COMMISSION MEETINGS AND THE OCTOBER 22, 2024, CITY OF SAN BENITO SPECIAL CITY COMMISSION MEETING.

ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-W-09-2024 REQUESTING TO REZONE A PROPERTY LOCATED ON BUSINESS 77 AND WILLIAM RD., 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 FROM AO "AGRICULTURE AND OPEN SPACE"/C-2 "COMMERCIAL GENERAL RETAIL BUSINESS" TO PDD "PLANNED DEVELOPMENT DISTRICT". APPLICANT FABIAN CONTRERAS.

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-Z11-2024 AMENDING ORDINANCE NUMBER 2252 ABD SECTIONS OF THE CODE OF ORDINANCES THAT PERTAIN TO BUSINESS REGULATIONS AND CODIFIED IN THE CODE OF ORDINANCES IN CHAPTER 4, TO ADD SECTION 4.13, REQUIREMENTS FOR A FLEA MARKET BUSINESS.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252*-AA-11-2024 REQUESTING TO REZONE A PROPERTY LOCATED ON 2385 W. EXPRESSWAY 83 BEARING A LEGAL DESCRIPTION OF: BEING 22.00

ACRES OUT OF BLOCK 121, SAN BENITO LAND AND WATER SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6 OF MAP RECORDS OF CAMERON COUNTY, TEXAS AND BEING OUT OF THE TRACTS CONVEYED TO SUNNY GLEN HOMES, RECORDED IN VOLUME 368, PAGE 64 AND VOLUME 368, PAGE 66 BOTH IN THE DEED RECORDS OF CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE & OPEN SPACE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: CHRIS GONZALEZ.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2626-11-2024, AN ORDINANCE STABLISHING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE, TO BE ADMINISTERED BY THE CITY MANAGER; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR INCENTIVE PROGRAMS AND EXPENDITURE OF PUBLIC FUNDS; ADOPTION AND INCORPORATION OF TEXAS LOCAL GOVERNMENT CODE, CHAPTER 380; CLAWBACK AND ENFORCEMENT; AND REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE 2573-B-10-2024, AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 2573 THAT MODIFIES THE COMPREHENSIVE SCHEDULE OF FEES.

ITEM 7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT NUMBER THIRTEEN TO FERGUSON SERVICE SYSTEMS, INC., FOR THE 925 WEST STENGER STREET NUMBER 2 SURGE TANK IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$17,575.00.

ITEM 8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF MULTIPLE-SIZED BRASS PARTS FOR WATERLINE REPAIRS FROM AGUAWORKS PIPE & SUPPLY, IN THE AMOUNT OF \$21,831.40.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF PREMIUM MANHOLE FRAMES AND COVERS FOR SEWER LINE REPAIRS FROM SOUTHERN TRENCHLESS SOLUTIONS IN THE AMOUNT OF \$31,000.00.

ITEM 10. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF FOURTEEN 4'0" FIRE HYDRANTS REPLACING BROKEN HYDRANTS AND FOR NEW INSTALLATIONS FROM CORE & MAIN IN THE AMOUNT OF \$47,754.84

ITEM 11. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF WATER SYSTEM GATE VALVES TO REPLACE BROKEN ONES FROM CORE & MAIN, IN THE AMOUNT OF \$43,943.75.

ITEM 12. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A SEWER LINE REHABILITATION - PIPE BURSTING FROM RENOWORKS, IN THE AMOUNT OF \$128,412.92.

Fred Sandoval, City Manager, stated that the city inherited the sewer line issues as part of its infrastructure. The sewer line of concern is located underneath a citizen's home. The homeowner had expressed concerns about sewage backing up into her home, particularly during rainy seasons. After visiting the site, city staff recommended repairing the sewer line to address the issue and prevent further sewage backups into the resident's home.

Commissioner Tom Goodman inquired if ARPA funds would be used for the sewer line rehabilitation. In response to Commissioner Goodman's inquiry, Mr. Sandoval, City Manager, noted that ARPA funds will be used.

Commissioner Deborah Morales inquired about the two vendors that submitted their proposals for consideration. Commissioner Morales pointed out how each vendor submitted their proposals and how one vendor provided an itemized proposal, and the \$256.00 difference.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Resolution Number 2026-0203-001(R), a resolution authorizing the submittal of a grant application for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) to the Office of the Governor, and authorizing the mayor as the authorized representative.

RECOMMENDATION:

Staff recommends approval

RATIONALE:

Approval of the Operation Lone Star Grant Program (OLS) for the Fiscal Year 2027 funds will be for essential equipment of the San Benito Fire Department.

BUDGET IMPACT:

No Matching funds

RESOURCE PERSONNEL:

Efrain Bautista, Fire Chief

EXHIBITS:

Operation Loan Star (1) (2)

PREPARED BY: Efrain H. Bautista
Fire Chief

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF SAN BENITO §

RESOLUTION NUMBER 2026-203-001

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE FISCAL YEAR 2027 OPERATION LOAN STAR GRANT PROGRAM (OILS) TO THE OFFICE OF THE GOVERNOR, AND AUTHORIZING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE

WHEREAS, the City of San Benito finds it in the best interest of the citizens of San Benito, Cameron County, Texas, that the Operation Loan Star Response Project Number 5796901 under the Fiscal Year 2027 Operation Loan Star grant be operated for the Fiscal Year 2027; and

WHEREAS, the City of San Benito agrees to provide applicable matching funds for said project if required by the office of the Governor grant application; and

WHEREAS, the city of San Benito agrees that in the event of loss or misuse of the Office of the Governor funds, the City of San Benito assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the city of San Benito designates the Mayor or his designee as the grantee’s unauthorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant or behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of San Benito approves submission of the grant application for the Operation Loan Star Grant Fiscal Year 2027 to the Office of the Governor.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of San Benito, Texas at Regular City Commission Meeting on this the 3rd day of February

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Resolution Number 2026-0203-002(R), a resolution authorizing the mayor or his designee to approve the application and acceptance of the Border Zone Fire Department Grant Fiscal Year 2027.

RECOMMENDATION:

Staff recommends approval.

RATIONALE:

Approval of the Border Zone Fire Department Grant Fiscal Year 2027 funds essential equipment and supports training for the San Benito Fire Department.

BUDGET IMPACT:

No matching funds.

RESOURCE PERSONNEL:

Efrain Bautista, Fire Chief

EXHIBITS: BZFD RES

PREPARED BY: Efrain H. Bautista
Fire Chief

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

STATE OF TEXAS §
COUNTY OF CAMERON § RESOLUTION NUMBER 2026-0203-002(R)
CITY OF SAN BENITO §

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DISIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF THE BORDER ZONE FIRE DEPARMENT GRANT FISCAL YEAR 2027 THAT THE OFFICE OF THE GOVENOR ISSUES FOR THE PERIOD OF PERFORMANCE OF 12 MONTHS FROM THE DATE OF ISSUANCE.

WHEREAS, The City of San Benito finds it in the interest of the citizens of San Benito, Cameron County, Texas, that the San Benito Fire Border Zone Response Project Number 5796801 under the Fiscal Year 2027 Border Zone Fire Department Grant Program to be operated in the Fiscal Year 2027, and

WHEREAS, The City of San Benito agrees to provide applicable matching funds for said project if required by the Office of the Governor Grant Application; and

WHEREAS, The City of San Benito agrees that in the event of loss or misuse of the Office of Governor Funds, the City of San Benito assures that the funds will be returned to the Office of the Governor in full: and,

WHEREAS, the City of San Benito designates the mayor or his designee as the grantee’s authorized official. The authorized official is given the power for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of San Benito approves the submission of the grant application for the Border Zone Fire Department Fiscal Year 2027 to the Office of the Governor.

PASSED AND APPROVED, by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the 3rd day of February 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary
COSB Resolution No. (R)



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Resolution Number 2026-0203-003(R) adopting a resolution regarding Civil Rights.

RECOMMENDATION:

Staff recommends approval of the Civil Rights Resolution related to the Community Development Block Grant (CDBG) program. This action affirms compliance with all applicable federal civil rights requirements and authorizes staff to administer CDBG funds in accordance with HUD regulations. Adoption of the resolution will ensure continued eligibility for CDBG funding and support the jurisdiction's commitment to equal opportunity and non-discriminatory practices.

RATIONALE:

The Community Development Block Grant (CDBG) program is funded by the U.S. Department of Housing and Urban Development (HUD) and requires all participating jurisdictions to comply with applicable federal civil rights laws and regulations. These requirements include, but are not limited to, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and related HUD regulations.

Adoption of a Civil Rights Resolution affirms the jurisdiction's commitment to administering CDBG-funded programs and activities in a manner that is fair, equitable, and non-discriminatory. The resolution formally documents compliance with federal requirements and ensures continued eligibility for CDBG funding. It also establishes clear policy direction for staff, subrecipients, and contractors regarding civil rights obligations, including nondiscrimination, accessibility, and equal opportunity.

Failure to adopt or maintain such a resolution may result in findings of noncompliance, delays in funding, or potential loss of current and future CDBG allocations. Approval of the Civil Rights Resolution is necessary to remain in good standing with HUD and to ensure that CDBG-funded activities benefit the community in accordance with federal law.

BUDGET IMPACT:

Approval of the Civil Rights Resolution will have no direct fiscal impact on the jurisdiction's budget. The resolution is an administrative action required to maintain compliance with federal civil rights laws and HUD regulations for the Community Development Block Grant (CDBG) program. Adoption ensures continued eligibility for CDBG funding, which provides financial resources for community development activities. Failure to adopt the resolution could result in loss of current and future CDBG allocations, which would negatively impact the jurisdiction's ability to fund eligible projects.

RESOURCE PERSONNEL:

Diana Garza, Assistant City Manager

EXHIBITS: COSB Civil Rights Resolution

PREPARED BY: Diana Garza
Assistant City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

STATE OF TEXAS §
COUNTY OF CAMERON § **RESOLUTION NUMBER 2026-0203-003(R)**
CITY OF SAN BENITO §

A RESOLUTION BY THE CITY OF SAN BENITO, TEXAS ADOPTING A RESOLUTION REGARDING CIVIL RIGHTS

WHEREAS, The City of San Benito (hereinafter referred to as " City of San Benito") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA"); and

WHEREAS, The City of San Benito in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, The City of San Benito in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, The City of San Benito in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area; and

WHEREAS, The City of San Benito, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, The City of San Benito, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and

WHEREAS, The City of San Benito, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, The City of San Benito, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

WHEREAS, The City of San Benito, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS THAT the City Commission approves and adopts the Resolution Regarding Civil Rights.

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

CITY OF SAN BENITO

Honorable Ricardo Guerra
Mayor

ATTEST BY:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve a Contract for Election Services with Cameron County for the May 2, 2026 General Election.

RECOMMENDATION:

RATIONALE:

Entering into a contract with Cameron County will ensure that the May 2, 2026, General Election is administered in compliance with transparency requirements, including all applicable federal, state, and local election laws. Cameron County has the expertise, staffing, equipment, and established procedures necessary to conduct a secure, efficient, and accurate election. Utilizing the County's election services provides cost efficiencies, reduces administrative burden on staff, and ensures continuity and reliability in election operations, including ballot preparation, polling place management, early voting, tabulation, and reporting of results.

BUDGET IMPACT:

5-0101-0315 - \$32,731.60

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS:

Contract for Election Services
House Bill 2524

PREPARED BY: Ruth McGinnis
City Secretary

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



Cameron County
Department of Elections & Voter Registration
Remi Garza, Elections Administrator

City of San Benito Contract for Election Services

Recommend for Approval By
County of Cameron

Remi Garza, CERA
Elections Administrator



Date Signed 1/23/26

Attest:

Llesica Crafts, Office Manager

Date Signed

Accepted and Agreed to By
City of San Benito

Ricardo Guerra, Mayor

Date Signed

Attest:

Print Name and Title

Date Signed

THE STATE OF TEXAS §

Contract No.

COUNTY OF CAMERON §

THE CITY OF SAN BENITO CONTRACT FOR ELECTION SERVICES

FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2026, TO BE
ADMINISTERED BY THE CAMERON COUNTY ELECTIONS DEPARTMENT

I. JURISDICTION

The City of San Benito (the Participating Authority) has called an election for May 2, 2026 in eleven (11) county election precinct (s) and proposes to open three (3) Election Day polling location (s).

II. ADMINISTRATION

The Cameron County Elections Administrator agrees to coordinate, supervise and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The Participating Authority agrees to pay Cameron County for equipment, supplies, services and administrative costs as outlined in this agreement. The Cameron County Elections Administrator will serve as administrator for the Election; however, the Participating Authority remains responsible for the lawful conduct of their elections and for the notice to their electorate of any changes in single-member district boundaries from previous elections.

III. LEGAL DOCUMENTS

The Participating Authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their pertaining governing bodies.

Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of the Participating Authority. The Participating Authority will provide a copy of their election notices to the County Elections Administrator.

IV. VOTING LOCATIONS

The County Elections Administrator will select and arrange for the use of and payment for all voting locations. Voting locations will be, whenever possible, the usual voting locations for the precincts. The proposed voting locations are listed in Attachment "A", which is attached hereto and incorporated by reference as if fully set forth herein. In the event a voting location is not available, the Elections Administrator will arrange for the use of an alternate location with the approval of the Participating Authority. The Elections Administrator will notify the Participating Authority of any changes from the locations listed in Attachment A.

The Elections Administrator may send the Participating Authority a final version of Attachment A which reflects the actual locations to be used on the day of the election if changes become necessary.

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The Elections Administrator will be responsible for the appointment of the presiding judge and alternate for each polling location under the advisement of each Participating Authority. The Election Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "B", which is attached hereto and incorporated by reference as if fully set forth herein. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct.

The Elections Administrator will send the Participating Authority an updated version of Attachment "B", which reflects the names of judges who were sent the letter requesting services for this election, and a final version of Attachment "B" which reflects the names of the judges who actually presided on the day of the election.

The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting services for this election.)

For Election Day staffing of the Polling Locations, the presiding judge will receive up to \$17.00 per hour, alternate judge up to \$16.00 per hour and the election clerks up to \$15.00 per hour (for a maximum of 16 hours). The election workers will receive compensation for attending the election training session and \$40.00 for delivery of ballots and supplies to the designated sites after the polls close.

The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day.

VI. EQUIPMENT SUPPLIES AND PRINTING

The Elections Department will arrange for the delivery of programmed and tested equipment to the voting locations. The Participating Authority will provide current district maps. The Elections Administrator will instruct the election judges in the reporting precincts that may have more than one ballot style on the procedures to properly conduct the election.

The Participating Authority will furnish the Elections Administrator a list of candidates and or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after the Participating Authority has determined ballot positions. The Participating Authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

Remi Garza, Elections Administrator, will be appointed as early voting clerk in compliance with Section 31.097 of the Texas Election Code. Deputy early voting clerks will be appointed as needed to conduct early voting at the main and branch locations. Each early voting supervisor will receive up to \$17.00 per hour and the clerks up to \$16.00 per hour. The early voting supervisor and the clerks will receive compensation for attending the election training session and \$30.00 for delivery of election supplies to the designated sites.

Early Voting by personal appearance will be conducted each weekday from Monday, April 20, 2026 through Tuesday, April 28, 2026, at on the intervening weekend depending on location. Please see locations, dates and hours of operation listed for each location in Attachment C:

Persons voting by mail will send their request and voted ballots to: Cameron County Elections Department
P. O. Box 3587
Brownsville, Texas 78523.

All ballots voted by mail will be prepared for counting by an early voting ballot board appointed in accordance with Section 87.001 of the Texas Election Code.

The Participating Authority agrees to appoint Laura Lee Ortiz as presiding judge of the Early Voting Ballot Board. A list of members will be furnished to the Participating Authority. The Early Voting Ballot Board will convene as the Late Ballot Board to consider properly postmarked overseas military ballots to be delivered and any provisional ballots cast.

VIII. RETURNS OF ELECTIONS

The Elections Department will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following Central Counting Station officials:

Manager	Remi Garza, County Elections Administrator
Presiding Judge	Deborah Sloss
Tabulating Supervisor	Mary Vasquez

The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the participating authorities, the press, and general public. Cameron County will operate an election result center (Central Count) to release election results at the County Courthouse, Central Jury Room, 974 East Harrison, Brownsville, Texas. The Participating Authority, upon request, may require release of returns be given only at a specified location other than from the result center.

The Cameron County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. Each participant will be responsible for the official canvass of their elections.

IX. ELECTION EXPENSES

A general administrative fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100.

Final election expenses will be determined within 60 days after the election. The Elections Administrator will provide each Participating Authority a final accounting in writing of all funds deposited into their account and an accounting of all payments from each Participating Authority's account.

If additional funds are needed, the Elections Administrator will bill each Participating Authority in accordance with the expense formula previously agreed to by the Participating Authority. Any amount remaining will be refunded accordingly to each Participating Authority.

In the event of cancellation of this election, the Elections Administrator may assess charges for costs incurred and services rendered in preparation for the election.

X. DEPOSIT OF FUNDS

The Participating Authority agrees to deposit with the Cameron County Elections Administrator, by no later than February 13, 2026, a sum equal to 60% of the total estimated cost (Attachment D) of election expenses to be paid to Cameron County as administrator of the election. The final payment to be paid within 30 days after receipt of the summary of final cost submitted to the Participating Authority by the Office of the Elections Administrator. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Cameron County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by the Participating Authority.

The estimated cost is \$32,731.60 The amount to be deposited is \$19,638.96. Deposits should be delivered to:

Remi Garza
County Elections Administrator
1050 E. Madison St.
P. O. Box 3587
Brownsville, Texas 78520

XI. RECORDS OF THE ELECTION

Remi Garza, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each Participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 1050 E. Madison, Brownsville, Texas, at any time during normal business hours. The Elections Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the Election Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any Participating Authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a Participating Authority.

XII. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Elections Administrator will provide participants in the runoff election with an estimate of funds to be deposited in a runoff election account. The funds must be deposited no later than seven (7) days after the runoff estimate figures are received from the Elections Administrator.

XIII. CONTRACT WITHDRAWAL

The participants may withdraw from the election contract in accordance with Sections 2.051, 2.052 and 2.053 of the Texas Election Code. Any expenditure incurred prior to withdrawal shall be billed separately and shall be removed from the contract (see also Section IX of this contract).

XIII. NOTICE

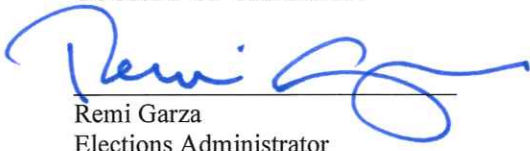
Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Remi Garza
County Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523

Ruth McGinnis
City Secretary
4001 North Sam Houston Blvd
San Benito, Texas 78526

Executed on this _____ day of _____, 2026.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON



Remi Garza
Elections Administrator

1/23/26
Date

ACCEPTED AND AGREED TO BY
City of San Benito

Ricardo "Rick" Guerra
Mayor

Date

ATTEST:

Date



REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

January 23, 2026


House Bill 2524, SOS Election Advisory No. 2009-14
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81st Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.



Remi Garza, Elections Administrator



Date



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Order Number 2026-001 calling the City of San Benito General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Commissioner Place 1, and Commissioner Place 2.

RECOMMENDATION:

City Administration recommends approval of Order Number 2026-001 calling the City of San Benito General Election on May 2, 2026, for the election of a Mayor, Commissioner Place 1, and Commissioner Place 2.

RATIONALE:

Approval of Order Number 2026-001 is required to formally call the City's General Election in accordance with the Texas Election Code. Adoption of the order establishes the election date, authorizes the conduct of the election, and ensures that qualified voters of the City of San Benito have the opportunity to elect municipal officers whose terms are expiring. Timely approval allows election preparations to proceed in compliance with all statutory deadlines.

BUDGET IMPACT:

TBD

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS:

Order 2026-001 General Election May 2 2026

PREPARED BY: Ruth McGinnis
City Secretary

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

RICARDO GUERRA
Mayor

FRED R. SANDOVAL
City Manager

THOMAS W. GOODMAN II
Mayor Pro Tempore,
Commissioner, Place 1

DEBORAH A. MORALES
Commissioner, Place 2

PEDRO A. GALVAN, PHARM. D.
Commissioner, Place 3

JOE E. NAVARRO
Commissioner, Place 4



1-2
Prescribed by Secretary of State
Sections 3.004, 3.006, 85.004, 85.007 Texas Election Code
9/2023

ORDER NUMBER 2026-001
(ORDEN NUMERO 2026-001)

ORDER OF GENERAL ELECTION FOR THE CITY OF SAN BENITO, TEXAS
(ORDEN DE ELECCION GENERAL DE LA CIUDAD DE SAN BENITO, TEXAS)

An election is hereby ordered to be held on **May 2, 2026** for the purpose of voting on:
*(Por la presente se ordena celebrar una elecci3n el d3a **2 de mayo 2026** con el prop3sito de votar sobre:)*

Voting to elect a Mayor, a Commissioner to Place 1, and a Commissioner to Place 2, the three positions being three year terms.
(Votar para elegir un Alcalde, un Comisionado a Lugar 1, y un Comisionado a Lugar 2, las tres posiciones siendo t3rminos de tres anos.)

Early Voting by personal appearance will be conducted each **Weekday** at:
*(La **Votaci3n Adelantada** en persona se llevara a cabo de **lunes a viernes** en:)*

The Main Early Voting Location (Sitio Principal de Votacion Adelantada)
San Benito Community Building, 210 East Heywood, San Benito, Texas 78586
Location (Sitio)

Monday, April 20, 2026 to Friday, April 24, 2026 from 9:00 a.m. and 7:00 p.m.
*(el **lunes, 20 de abril, 2026** hasta el **viernes, 24 de abril, 2026** de **9:00 a.m.** hasta las **7:00 p.m.**)*

Monday, April 27, 2026 to Tuesday, April 28, 2026 from 9:00 a.m. to 7:00 p.m.
*(el **lunes, 27 de abril 2026** hasta el **martes, 28 de abril 2026** de **9:00 a.m.** hasta las **7:00 p.m.**)*

Early Voting by personal appearance will be conducted each **Weekend** at:
*(La **Votacion Adelantada** en persona se llevara a cabo de **el fin de semana** en:)*

The Main Early Voting Location (Sitio Principal de Votacion Adelantada)
San Benito Community Building, 210 East Heywood, San Benito, Texas 78586
Location (Sitio)

Saturday, April 25, 2026 from 10:00 a.m. to 5:00 p.m.
*(el **sabado, 25 de abril 2026** de **10:00 a.m.** hasta las **5:00 p.m.**)*

May 2, 2026 Election Day Polling Places from 7:00 a.m. to 7:00 p.m.
*(**D3a de Eleccion, 2 de mayo de 2026, Ubicacion de Casillas Electorales, de 7:00 a.m. a 7:00 p.m.**)*

<u>Precinct (Precinto)</u>	<u>Site (Sitio)</u>	<u>Address (Direccion)</u>
19, 21, Part 25, Part 49	San Benito Community Building	210 East Heywood
Part 50, Part 51, 57, 101	San Benito Community Building	210 East Heywood
Part 18, Part 22	Sullivan Elementary School	900 East Elizabeth
40	Fred Booth Global Leadership Academy	705 Zaragosa

Applications for Ballots by Mail shall be mailed to:
(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)

Remi Garza, Cameron County Elections Administrator

Name of Early Voting Clerk (*Nombre del Secretario/a de la Votacion Adelantada*)

P.O. Box 3587

Address (*Direccion*)

Brownsville, Texas 78523

City (*Ciudad*) Zip (*Codigo Postal*)

Remi.Garza@co.cameron.tx.us

E-Mail Address (*Direccion de Correo Electronico*)

www.cameronvotes.com

Early Voting Clerk's Website (*Sitio web del Secretario/a de Votacion Adelantada*)

Applications for Ballot by Mail (ABBM) must be received no later than the close of business on:

(*Las solicitudes para Boletas que se Votaran Adelantada por Correo deberan recibirse no mas tardar de las horas de negocio el:*) **April 20, 2026**

Date (fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on **April 23, 2026**. (*La Tarjeta Federal Postal de Solicitud deberan recibirse no mas tardar de las horas de negocio el 23 de abril del 2026.*)

Issued this **3rd** day of **February, 2026**. (*Emitida este dia el 3 de febrero del 2026.*)

Honorable Ricardo Guerra
Mayor (Alcalde)

Honorable Thomas W. Goodman
Mayor Pro Tempore,
Commissioner, Place 1 (Concejal)

Honorable Deborah A. Morales
Commissioner, Place 2 (Concejal)

Honorable Pete A. Galvan, Pharm. D.
Commissioner, Place 3 (Concejal)

Honorable Jose E. Navarro
Commissioner, Place 4 (Concejal)



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to ratify the Professional Services Agreement with Carpe Nox Industries, LLC.

RECOMMENDATION:

City Administration recommends approval.

RATIONALE:

Ratification of renewal of ongoing agreement for City and Fairgrounds music events.

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: DOC012726-01272026173908

PREPARED BY: Fred Sandoval
City Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

Professional Services Agreement

between

San Benito Economic Development Corporation, Inc.
and
Carpe Nox Industries, LLC

This Agreement is entered into by the San Benito Economic Development Corporation, Inc. (also referred to as "**San Benito EDC**" or "**SBEDC**") and Carpe Nox Industries, LLC (also referred to as "**CNI**").

In consideration of the foregoing provisions, SBEDC and CNI hereby agree to the following terms and conditions:

Obligations of the Parties

SBEDC

1. SBEDC has approved and hereby assigns to CNI the necessary authority to assist SBEDC with the oversight of the construction of stages, pavilions, and other permanent and temporary structures located at the SBEDC's designated amphitheater and management of operations of entertainment and events. SBEDC agrees that CNI shall have access to the property, facilities, and venue as necessary to carry out the functions of this agreement.

2. SBEDC will use its best efforts to assist with personnel and resources as may be necessary to further the terms of this agreement. SBEDC and City retain the exclusive right to limit and restrict the number of events at the designated location.

3. SBEDC, subject to CNI obtaining the necessary licensing and permitting, engages CNI for alcohol concessions at the San Benito Fairgrounds for community events in San Benito, Texas at designated areas throughout the venue. The compensation for alcohol concession shall be on the agreed pro-rata basis specified in this agreement.

4. SBEDC further authorizes and approves CNI to obtain ticketing services for events in which CNI agrees to manage.

5. SBEDC authorizes CNI's occupancy at the San Benito Fairgrounds in preparation for and throughout events. SBEDC will issue the required notices as necessary for state licensing regulations.

CNI

6. CNI agrees to assist SBEDC with the oversight of the construction of stages, pavilions, and other permanent and temporary structures, and also to assist in managing the operations of entertainment and events.

7. CNI agrees that its services to SBEDC shall also include the contracting of sponsors, vendors, ticketing, event insurance for each day, and entertainment. CNI shall confer and consult with SBEDC on these services.

8. CNI agrees that it will obtain the necessary licensing and permitting to ensure that it can legally provide alcohol concessions for SBEDC.

9. CNI will provide V.I.P. packages as may be requested by SBEDC for sponsors and other designated persons subject to the requirements of ticketing service providers and entertainment.

10. CNI shall fully and completely indemnify SBEDC, board members, and its personnel from payment, damages, and claims. CNI shall obtain written releases from all entertainers, sponsors, service providers and agents, and vendors.

11. CNI shall ensure that all entertainment shall be subject to clear and valid refund and cancellation provisions. CNI shall ensure that City and SBEDC shall be listed as beneficiaries and additional insureds for each applicable policy. CNI shall also ensure that the coverage amount is sufficient to cover SBEDC for any out-of-pocket costs, expected profits, and applicable percentages and expenses as agreed upon. A copy of the policies obtained by CNI shall be provided to SBEDC upon execution of this agreement.

12. CNI will fully comply with applicable state laws and licensing regulations.

13. CNI agrees to ensure that its assigned personnel and representatives have experience with the oversight, handling, sale, and service of alcoholic beverages. CNI shall present

SBEDC proof of TABC certifications upon request.

14. CNI verifies in accordance with applicable Texas' laws that: (1) it does not boycott Israel; (2) will not boycott Israel during the term of the contract; (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (4) will not discriminate during the term of the contract against a firearm entity or firearm trade association

15. CNI further agrees, as a condition precedent to the effectiveness of this agreement, that it shall submit to SBEDC a proposed calendar of events.

Compensation

16. It is agreed that SBEDC will compensate CNI \$7,500.00 monthly.

17. It is further agreed by the parties that SBEDC will compensate CNI for its licensing, oversight, handling, sale, and service of legally authorized alcoholic beverages with twenty-five (25%) of the net revenue directly recovered from the sale of alcohol during events at the San Benito Fairgrounds.

18. Prior to the payment of alcohol-related compensation by SBEDC, CNI shall provide SBEDC with copies of all financial books, reports, records, and agreements to verify compliance with personnel and licensure requirements upon request.

Term

19. It is agreed that this contract takes effect on January 1, 2026 and expires on December 31, 2026.

20. It is also agreed that SBEDC will review this agreement and the professional services of CNI on a quarterly basis during the calendar year.

Termination of Contract

21. It is agreed that this agreement may be terminated with or without cause by either party.

Renewal of Contract; Merger

22. Upon mutual written agreement, the parties may renew

this contract with agreed terms and conditions subject to approval by SBEDC's board of directors.

23. The parties agree that this written instrument is the only agreement between the parties and contains the respective parties' terms, conditions, and obligations. This agreement abolishes and supersedes all previous discussions and understandings.

Modification of Agreement

24. The parties may mutually agree to modify any term or condition. All modifications will be in the form of an amended written agreement.

Default & Attorneys' Fees

25. If either party should default (the "Defaulting Party"), the non-defaulting party may seek its damages and/or specific performance for such default, including attorney's fees and other relief as may be allowed by law.

Severability

26. The invalidity or voidance by a court of competent jurisdiction of any section, clause, sentence, or provision contained in this agreement shall not affect the validity of any other part.

Governing Law and Venue

27. The parties agree that Texas law shall apply to any interpretation and enforcement of the provisions of this agreement. It is further agreed that the proper venue for any cause of action shall be agreed to in Cameron County, Texas.

Force Majeure & Government Acts

28. Neither party shall be held in default or liable under this agreement for acts of God, including but not limited to natural disasters, inclement weather conditions, or emergency actions authorized by law that render the obligations of the parties herein impossible, harmful, or that cause unforeseen delay or damages. CNI shall also ensure that if an act of God or government action prevents an event or performance, then all consideration paid for any event or entertainer shall be returned in full immediately.

Hold Harmless and Indemnification

29. CNI agrees to protect, defend, hold harmless and indemnify SBEDC, all members of the board of directors, its officers, and employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages caused or alleged to have been caused to any person or entity arising directly from the services provided under this agreement.

Proper Notice and Meeting

30. It is hereby officially found and determined that the meeting at which this agreement was considered and approved was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Acknowledged, Agreed, and Consented to by:

Carpe Nox Industries, LLC


By: 
Rogelio ("Roy") Soto Garcia

SIGNED on this the 27 day of January, 2026

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Rogelio ("Roy") Soto Garcia on behalf of **Carpe Nox Industries, LLC** who is known by me to be the person whose name is subscribed to the foregoing instrument and, after being by me duly sworn stated that he is the person whose signature appears below, that he has read this Agreement and stipulations as to boycotting Israel and firearm entities or firearm trade associations, and that the terms and conditions contained in it are agreed, consented to, and approved.


Carpe Nox Industries, LLC
Title: Owner / President

SUBSCRIBED AND SWORN TO BEFORE ME Rogelio ("Roy") Soto Garcia on the 27th day of January, 2026, to certify which witness my hand and official seal.

[Signature]
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS
Mario A. Palomo
(Printed Name of Notary Public)

My Commission Expires on: 04-24-2029



Acknowledged, Agreed, and Consented to by:

San Benito Economic Development Corporation, Inc.

By: [Signature]
President

SIGNED on this the 27th day of January, 2026

By: [Signature]
Vice-President

SIGNED on this the 27th day of January, 2026

By: [Signature]
Secretary

SIGNED on this the 27 day of JAN, 2026



Professional Services Agreement
SBEDC and Carpe Nox Industries, LLC

Presented to the City of San Benito City Commission:

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

CITY OF SAN BENITO

Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve a Contract Agreement for consultant services with TDA Consulting, Inc., for the Development of a Regional 5-Year Consolidated Plan and Strategic Plan (2026–2030).

RECOMMENDATION:

Staff recommends that the City Commission approve the agreement with TDA Consulting, Inc. for the development of the Regional 5-Year Consolidated Plan and Strategic Plan (2026–2030), including the Analysis of Impediments to Fair Housing Choice, as required by HUD regulations. This agreement ensures compliance with federal requirements, supports continued eligibility for CDBG, HOME, and ESG funding, and provides a comprehensive regional strategy for Brownsville, Harlingen, and San Benito. The consultant will manage all aspects of plan preparation, community engagement, and HUD submission by the mandated deadline of August 9, 2026.

RATIONALE:

Approving this agreement builds on the Memorandum of Understanding approved on September 9, 2025, between the City of San Benito and the cities of Harlingen and Brownsville to collaborate on a Regional Five-Year Consolidated and Strategic Plan as required by the U.S. Department of Housing and Urban Development (HUD). This step ensures the region moves forward with a unified approach to housing and community development, leveraging federal resources to improve housing options, enhance quality of life, and support economic growth. Partnering with TDA Consulting provides expert guidance, community engagement, and timely submission of the plan, positioning all three cities for continued success in meeting HUD requirements and securing federal funding.

BUDGET IMPACT:

The total contract amount is \$89,875 and will be shared among the participating cities based on a cost allocation formula: Brownsville will contribute \$60,216.25 (67%), Harlingen will contribute \$21,570.00 (24%), and San Benito will contribute \$8,088.75 (9%). Funding will come from Community Development Block Grant administrative funds.

RESOURCE PERSONNEL:

Diana Garza, Assistant City Manager

EXHIBITS:

Contract 011-26-GNT-RFP 1-23-26 executed by TDA

PREPARED BY: Diana Garza
Assistant City Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



Contract Summary Form

Contract Number 011-26-GNT-RFP

Procurement Info	
Procurement Method:	IFB, RFP, RFQ
New Contract:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Advertisement Dates, if any:	October 18, 2025 and October 25, 2025
Award Date:	City Commission Tuesday, January 20, 2026
Contractor	
Vendor Name:	TDA Consulting Inc
Address:	131 Atkinson St. Ste. B Laurinburg, NC 28352
Point of Contact / Project Manager*:	Dionne L Roberts
Phone Number:	(833)483-2334
Email Address:	info@tdainc.org
City Contact Information	
Department:	Grants & Community Development Department
Point of Contact / Project Manager:	Efren Trujillo – Director
Email Address:	Efren.Trujillo@brownsvilletx.gov
Contract Term	
Contract Amount:	89,875.00
Contract Base/Primary Term:	1 year
Renewal Periods (if any):	None.
Total Term of Contract:	One Year (12 months)
Budget Information	
State or Federal Funds:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



**CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR CONSULTANT SERVICES TO DEVELOP
A REGIONAL 5-YEAR CONSOLIDATED PLAN & STRATEGIC PLAN (2026-2030)
011-26-GNT-RFP**

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville ("LEAD CITY") and City of Harlingen, City of San Benio, Texas, ("PARTNER CITIES") collectively hereinafter referred to as ("CITIES") and TDA Consulting, Inc. hereinafter referred to as ("CONTRACTOR"), collectively referred to as "Parties" and individually as "Party".

1. Documents

- a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
 - i. Scope of Services, Conditions and Additional Services (Exhibit A)
 - ii. Term of Agreement and Timeline (Exhibit B)
 - iii. Compensation and Fees (Exhibit C)
 - iv. Insurance (Exhibit D)
 - v. CDBG Clauses (Exhibit E)

2. Scope of Services

- a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
- b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
- c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel

- a. Contractor enters into this Agreement as, and shall continue to be, an independent Contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.



4. Term of Agreement.

- a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

- a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Observation and Review of the Project.

- a. The Contractor shall exercise reasonable care and due diligence in discovering and promptly reporting to the City defects or deficiencies in the work of the Contractor or any subContractors or sub-Contractors reasonably observed during regular site visits.

7. Ownership of Documents.

- a. All documents prepared or furnished by the Contractor (and Contractor's subContractors or sub-Contractors) pursuant to this Agreement are instruments of service and shall become property of the City upon the termination of this Agreement. The Contractor is entitled to retain copies of all such documents.

8. Insurance

- a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.



- c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

9. Termination

- a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.
- c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
 - i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;



- ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
- iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- iv. The non-performing party uses its best efforts to remedy its inability to perform.
- v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

10. Materiality and Waiver of Breach.

- a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

11. Indemnification.

- a. **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST**



SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- b. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**
- c. This Indemnification provision shall survive termination or expiration of the Agreement.**

1. Miscellaneous Provisions.

- a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.
- e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- f. *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid,



return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	TDA Consulting, Inc. 131 Atkinson St. Ste B Laurinburg, NC 28352
If to Lead CITY:	City of Brownsville Attn: Efren Trujillo 1001 E. Elizabeth St. Brownsville, Texas, 78521 Efren.Trujillo@brownsvilletx.gov
If to Partner CITY:	City of Harlingen Attn: Sandee Alvarez 502 E. Tyler Harlingen, Texas, 78550 Email: salvarez@harlingentx.gov
If to Partner CITY:	City of San Benito Attn: Diana Garza 401 N. Sam Houston Blvd. San Benito, Texas, 78586 Email: dgarza@cityofsanbenito.com

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CONTRACTOR: TDA Consulting, Inc.

Signature:  _____

Print Name: Dionne Roberts

Title: CEO

Date: 1/23/2026



CITY OF BROWNSVILLE

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Alyssa J. Castillon
Assistant City Attorney

CITY OF HARLINGEN

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN BENITO

Signature: _____

Print Name: _____

Title: _____

Date: _____



“EXHIBIT A” - Statement of Work (SOW)

Overview

The Consolidated Plan and Strategy (Con Plan) provides an integrated, five-year guide to city officials, staff, and community members in utilizing HUD and other resources to provide affordable housing, a suitable living environment, and expanded community and economic development opportunities to low, very low, and extremely low-income residents.

This Consolidated Plan and Strategy will cover the period from fiscal year 2025-2026 through 2029-2030 (October 1, 2026 – September 30, 2031), and builds on the current Consolidated Plan and Strategy, covering fiscal years 2020-21 through 2024-2025. Link for our current Consolidated Plan and Strategy; <https://www.brownsvilletx.gov/DocumentCenter/View/12689/Con-Plan-2021-2025>

The Scope of Work also includes the Analysis of Impediments (AI) to fair housing, as required by the Federal Consolidated Plan Final Rule as amended at 24 CFR 91, and other requirements set forth by the federal regulations and the U.S Department of Housing and Urban Development (HUD) Office of Planning and Community Development (CPD).

The Con Plan will be developed in consultation with the cities of Brownsville, Harlingen, and San Benito’s Community Development staff, fellow City Departments, community service providers, consumers, residents, the private sectors, and other stakeholders. The Con Plan will incorporate Priority Needs, Priority Objectives, Implementation Goals, and Proposed Activities for three (3) HUD-funded programs for which the City receives formula-based annual entitlement grants, namely:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)
- Emergency Solutions Grants (ESG)

The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Guidance for preparing a Consolidated Plan submission and resources can be found at:

<https://www.onecpd.info/consolidated-plan/econ-planning-suite/>
<https://www.onecpd.info/consolidated-plan/guides>
<https://www.hudexchange.info/programs/consolidated-plan/>

Scope of Services

Specific tasks shall include, at minimum:

Organizational

- Prepare a timeline for project milestones including proposed community meetings, commission meeting(s), and City Council meeting(s). The deadline to submit the Consolidated Plan and Strategy to HUD is no later than August 9th, 2026.
- Meet with Region’s staff, in person, no less than three (3) times.
- At minimum, consultant will conduct presentations at three (3) City Council meetings. (City of Brownsville, City of Harlingen, and City of San Benito).

Needs Assessment

- Review current HUD Consolidated Plan regulations and guidance, particularly changes made since 2020.
- Conduct no less than three (3) community meetings with community stake holders, business community, housing agencies, social service agencies, CHDO representatives, City departments utilizing HUD funds for projects, and other organizations or individuals deemed appropriate.
- Develop and circulate one (1) community survey in English and Spanish.



- Perform a community Needs Assessment as necessary to develop new five (5)-year strategies, goals, priorities, and programs incorporating factual data and public input collected to support those recommendations.
- Gather factual and broad community input through citizen participation and data collection to complete the required HUD tables and analysis of housing and non-housing needs.
- Perform relevant consultations with private agencies, public agencies, and community groups as required.
- Develop and incorporate a performance measurement component as required by HUD regulations.
- Develop maps of key data elements such as income, housing, and racial characteristics.
- Analyze the data tables provided by the IDIS ConPlan template, which has been pre-populated with default data from the US census, CHAS and American Community Survey, and provide additional data collection as necessary.
- Using data, reports, documents and information collected develop written Needs Assessment and Market Analysis in format required by HUD.
- Adjust Needs Assessment and Market Analysis from HUD eCon Planning Suite submission document to one suitable for public distribution and comment.
- Prepare an Executive Summary for the Consolidated Plan.
- Include any relevant components of the ConPlan under 24 CFR Part 91, not listed above.
- Complete other additional actions as required by HUD.
- Develop an Analysis of Impediments to Fair Housing Choice for each entity.
- Assess the need for broadband and natural hazards analysis.

Preparation of 5-Year Consolidated Plan

- Prepare the Region's draft and final 5-Year Consolidated Plan and Strategy that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements in the eCon Planning Suite in IDIS using the IDIS ConPlan template.
- Prepare maps, tables, charts, illustrations, and photographs to include in the ConPlan.
- Provide internal copies of plan sections to Community Development staff for review and comment before public draft of plan is finalized.
- The draft ConPlan must be in a Word Document that is easily readable by the public. It is our understanding that the eCon Planning Suite version, while meeting the HUD submission requirements, may not be the best document to display or print for public review.
- Provide a resource binder to include, at minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop and 5-Year Con Plan.
- Assist Community Development staff from each city (City of Brownsville, City of Harlingen, and City of San Benito) in responding to HUD questions or issues throughout the HUD approval process.

Firm will be responsible for preparing in final form and submitting electronically to HUD all forms and tables in the eCon Planning Suite after review and authorization. Firm will be responsible for making any revisions required by HUD after submission (**at no additional fee**). Firm will be responsible for troubleshooting with HUD relative to using the IDIS/eCon Planning Suite software.

Final Work Product/Deliverables:

- Firm is responsible for ensuring compliance to submit the Consolidated Plan and Strategy no later than the HUD deadline of **August 9th, 2026**.
- Firm is responsible for submitting digital copies, and reproducible originals of the Consolidated Plan and Strategy to all cities (City of Brownsville, City of Harlingen, and City of San Benito).
- Firm is also responsible for submitting one (1) copy of the final Consolidated Plan and Strategy as a PDF and (1) copy as a Word document to each entitlement to all cities.
- Firm will submit a reproducible copy of all maps, graphics, slide presentations, surveys, and photographs to all cities. Presentation materials, such as display boards, slides, videos, etc., shall be submitted to all Cities.
- All deliverables will become property of all cities.



“EXHIBIT B” – Contract Term

Contract Term Details: The Contract, pending City Commission approval, includes a Total Contract Term as follows:

- **Base Period:** The initial contract period (“Base Period”) shall begin upon City Commission approval and shall continue for **twelve (12) months**, or until all required tasks are completed, whichever occurs first, unless terminated earlier in accordance with the contract provisions.
- **Renewal Options:** The City reserves the right, at its sole discretion, to renew the Contract for additional periods, subject to:
 - mutual written agreement by both parties; and
 - the availability of appropriated funds.
- **Total Term of the Contract:** The total duration of the Contract, including the Base Period and any renewal periods, shall **not exceed one (1) year** unless otherwise mutually agreed upon in writing by both parties.
- **Mandatory HUD Submission Deadline:** The Contractor acknowledges that the Consolidated Plan and Strategy must be submitted to HUD no later than **August 9, 2026**, and agrees to perform all services in a timely manner to ensure compliance with this required deadline. Firm will be responsible for making any revisions required by HUD after submission (at no additional fee).



“EXHIBIT C” – Compensation Structure

Compensation for services rendered will be a CONSULTANT fixed price fee of **\$ 89,875.00 (Eighty Nine Thousand Eight Hundred Seventy Five Dollars and no cents)** inclusive of any and all expenses needed to perform said services. This fee will be invoiced monthly for itemized services rendered and performed in accordance with this Agreement. Payments shall be payable within thirty (30) calendar days of receipt and approval of the itemized invoice from CONSULTANT by the CITY.

ALL CITIES agree to contribute Community Development Block Grant Administrative and/or if necessary, General Fund dollars towards the cost of the CONSULTANT to undertake the services outlined in Exhibit A. It is understood that the cost distribution shall be that the City of Brownsville will pay sixty-seven percent (67%), the City of Harlingen will pay twenty-four (24%), and the City of San Benito will pay the remaining nine percent (9%) of the total fee. See below for Cost Allocation per City.

Cost Allocation per City Regional Consolidated and Strategic Plan (2026-2030)		
Cost Allocation Per City		
TDA Consulting, Inc. Total Fee		\$89,875.00
City of Brownsville	67%	60,216.25
City of Harlingen	24%	21,570.00
City of San Benito	9%	8,088.75
Total Cost:		\$ 89,875.00

*** Invoice will be pro-rated for the responsibility of each city based on the Cost Allocation per City table. Cities will provide copies of paid invoices to keep track of costs and not exceed budget***



TDA proposes an all-inclusive fee of **\$89,875 (Eighty-Nine Thousand Eight Hundred Seventy Five Dollars and no cents)**, which includes all overhead and travel.

TDA follows cost control principles, ensures performance within budget allocations, engages in prudent accounting practices, and ensures clear communication with client staff through our projects. TDA has completed dozens of Consolidated Plans and Analyses of Impediments to Fair Housing. TDA has processes and team structures in place to ensure efficient completion of the plans we help lead. As a result, we can confidently offer fixed fee proposals so that clients are certain about the costs of our services.

The fee schedule requested in the RFP follows:

ACTIVITY	COST
1. Community Consultation	\$22,468.25
2. Data Analysis and writing narrative for Consolidated Plan	\$22,468.25
3. Drafting of Annual Action Plans	\$13,480.95
4. Data Analysis and writing narrative for Analysis of Impediments	\$22,468.25
5. Entering the Five Year Consolidated Plan in IDIS and responding to HUD inquiries	\$8,989.30
TOTAL	\$89,875

Amounts will be invoiced upon completion of each line item task as noted below.

MILESTONES	PERCENT OF CONTRACT AMOUNT DUE
Completion of Consultation	20%
Completion of PR Section	5%
Completion of NA Sections	10%
Completion of MA Sections	10%
Completion of SP, AP Sections	15%
Publication of Plans for Comment	10%
Completion of AI Draft	15%
Entry of Plans into IDIS/Submission to HUD	5%*
HUD Approval	10%

*TDA's ability to enter the plans into IDIS will depend on gaining access to the system in a timely manner. The City will need to work with HUD to expedite this access.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade S Dunbar Agency 800 Atkinson St Laurinburg NC 28352		CONTACT NAME: Dawn Kennedy PHONE (A/C, No, Ext): (910) 610-2352 E-MAIL ADDRESS: dawn@wsdunbar.com		FAX (A/C, No): (910) 610-2352
INSURED TDA Consulting, Inc 131 Atkinson St #B Laurinburg NC 28352-3629		INSURER(S) AFFORDING COVERAGE INSURER A: Fidelity and Guaranty Ins. Company INSURER B: Travelers Property Casualty Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:		NAIC # 35386 25674

COVERAGES**CERTIFICATE NUMBER:** Master 25-26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BIP0Y948354	04/20/2025	04/20/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BIP0Y948354	04/20/2025	04/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CUP0Y949191	04/20/2025	04/20/2026	EACH OCCURRENCE \$ 5,000,000
	OCCUR CLAIMS-MADE						AGGREGATE \$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
C	Professional Liability			MPL169336125	01/29/2025	01/29/2026	Occurrence 1,000,000 Aggregate 2,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Brownsville Texas is included as an additional insured by written contract with respects to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Brownsville 1001 East Elizabeth St Brownsville TX 78521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers
- C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- D. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- E. Blanket Additional Insured – Broad Form Vendors
- F. Blanket Additional Insured – Controlling interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Blanket Additional Insured – Grantors Of Franchises
- K. Incidental Medical Malpractice
- L. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED:**

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED:**

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

K. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services"

to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Consultants Professional Liability Coverage Part

Subsidiary	means any entity of which the named insured has majority ownership before or as of the inception of the policy period .
Employee	means any past, present, or future: <ol style="list-style-type: none"> 1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or 2. partner, director, officer, or board member (or equivalent position) of the named insured or subsidiary. <p>but only while in the course of their performance of consulting services on behalf of or at the direction of such named insured or subsidiary.</p>
Independent contractor	means any person or entity contracted by the named insured or subsidiary to perform the same consulting services as the named insured or subsidiary , but only while in the course of their performance of consulting services on behalf of or at the direction of the named insured or subsidiary .
Joint venture	means a business enterprise in which the named insured or subsidiary participates pursuant to a written agreement, but only for: <ol style="list-style-type: none"> 1. consulting services performed by the named insured or subsidiary; and 2. the same percentage of covered damages and claim expenses as the percentage of the named insured's or subsidiary's participation in the joint venture.
Additional insured	means any person or organization you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement: <ol style="list-style-type: none"> 1. is currently in effect or becomes effective during the policy period; and 2. was executed before the consulting services out of which the claim arises were performed. <p>Coverage is available for additional insureds solely for their liability arising out of your negligence or of those acting on your behalf and not for any liability arising out of the sole negligence of the additional insured.</p>

IV. Defense and settlement of claims

Defense	<p>We have the right and duty to defend any covered claim, even if such claim is groundless, false, or fraudulent.</p> <p>We have the right to select and appoint counsel to defend you against a covered claim. You may request in writing that we appoint defense counsel of your own choice, but whether to grant or deny such a request will be at our sole discretion.</p>
Settlement	<p>We have the right to solicit and negotiate settlement of any claim but will not enter into a settlement without your consent, which you agree not to withhold unreasonably. If you withhold consent to a settlement recommended by us and acceptable to the party who made the claim, the most we will pay for that claim is the sum of:</p> <ol style="list-style-type: none"> 1. the amount of our recommended settlement; 2. claim expenses incurred up to the date of our recommendation; 3. 50% of all claim expenses incurred after our recommendation; and 4. 50% of all damages in excess of the settlement amount recommended by us.



FORM 10
City of Brownsville Federal Clauses Certification Form

FEDERAL CERTIFICATIONS
AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Federal Funds will be used therefore this form should be completed and returned.

Instructions for Completing this Form

Suppliers and contractors must review each federal clause and indicate whether it applies to the specific contract. For every section below, please initial "YES" to confirm agreement and compliance, or "N/A" (Not applicable) if the clause does not apply to the scope of work or funding source.

Yes – contractor/supplier agrees to comply with the clause as written and, where applicable, will provide all required documentation or certifications.

N/A – Clause is not applicable to the contract (e.g., Davis Bacon Act for non-construction work, Buy America for non-transportation projects, etc.) Contractor/supplier must initial next to "N/A" to confirm inapplicability.

Incomplete forms or unmarked sections may disqualify contractor/supplier and/or delay contract approval.

Vendor Responsibility for Regulatory Compliance

It is the responsibility of the contractor/supplier to review, verify, and comply with the most current versions of all applicable federal provisions, clauses, and regulations referenced in this document. The contractor/supplier shall refer to official U.S. Government websites, including the Code of Federal Regulations (www.ecfr.gov), Federal Acquisition Regulation (www.acquisition.gov), and agency-specific resources (e.g., HUD, DOT, Treasury, or OMB), to ensure full and current compliance at the time of bid submission and throughout the contract term.

DEFINITIONS

Contract: A legal agreement by which a non-Federal entity purchases property or services to carry out a federally funded project.

Contractor: An entity that receives a contract as defined in Contract.

Cooperative agreement: A form of federal financial assistance used when substantial involvement is expected between the federal agency or pass-through entity and the recipient.

Federal awarding agency: The U.S. federal agency providing the funding.

Federal award: The financial assistance or cost-reimbursement contract provided directly by a federal agency or indirectly through a pass-through entity to carry out a public purpose.

Non-Federal entity (NFE): A state, local government, tribe, institution of higher education, or non profit organization that receives and administers federal funds.

Pass-Through Entity (PTE): A Non-Federal entity that provides part of its federal award to another organization (a subrecipient) to carry out a portion of the program.

Subrecipient/Subaward: A Non-Federal entity that receives federal funds from a pass-through entity to carry out part of federal program. The legal instrument documenting this relationship is the subaward.

Recipient: A Non-Federal entity receiving funds directly from a federal agency.



Simplified acquisition threshold: The current small-purchase limit established under the FAR (presently \$250,000, adjusted periodically for inflation).

Obligations: Orders placed on contracts or subawards made that require payment by the Non-Federal entity.

Termination: The ending of a federal award, in whole or in part, prior to the planned end of the period of performance. These definitions are provided for reference only. For full regulatory text, see 2 C.F.R. Part 200, Subpart A (§§ 200.0-200.1).

Certification Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24 & 52.204-25)

The contractor/supplier certifies compliance with the prohibitions under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) and the Federal Acquisition Regulation (FAR) 52.204-24 and 52.204-25.

The contractor/supplier shall not provide or use any equipment, system, or service that includes covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.

If the contractor/supplier identifies any covered telecommunications equipment or services during performance, it shall immediately notify the contracting agency or the City of Brownsville in writing and provide all information required under FAR 52.204-25(d).

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

APPENDIX II TO 2 CFR PART 200 – Contract Provision for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor/Supplier as detailed in the terms of the contract.

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity



clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, contractor/supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, contractor/supplier certifies that contractor/supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____



(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, contractor/Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(H) Prohibition on Fraud, Waste, and Abuse - The contractor/supplier certifies that it will take all reasonable steps to prevent, detect, and disclose any suspected fraud, waste, or abuse of federal funds associated with this contract, consistent with applicable laws and agency guidance. Any such activity will be promptly reported to the awarding agency, pass-through entity, or the Office of Inspector General, as appropriate.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220 cross-reference to Treasury/OMB Guidance Subpart C) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the



contractor/supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the contractor/supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the contractor/supplier will notify the Participating Agency.

Does contractor/supplier agree? YES DR _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does contractor/supplier agree? YES DR _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Procurement of Recovered Materials 2 C.F.R. § 200.323 / 40 C.F.R Part 247

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable,



consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with 2 C.F.R. § 200.323

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the record retention requirements detailed in 2 CFR §§ 200.334-200.337. The contractor/supplier further certifies that contractor/supplier will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Cross-link 2 CFR § 200.323(b)

Does contractor/supplier agree? YES ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, contractor/supplier certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or contractor/supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA- funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.



The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT)

BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does contractor/supplier agree? YES _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____

Contractor/Supplier's Name: TDA Consulting Inc

Address, City, State, and Zip Code: 131 Atkinson St. Ste. B, Laurinburg, NC 28352

Phone Number: 833.483.2334

Fax Number: _____

Printed Name and Title of Authorized Representative: Dionne L. Roberts

Email Address: info@tdainc.org

Signature of Authorized Representative: 

Date: November 10, 2025

Does contractor/supplier agree? YES DR _____ Initials of Authorized Representative of contractor/supplier.

N/A (Not applicable to this contract) _____



If any portion of this project is funded with U.S Department of Transportation (DOT) funds, the contractor/supplier shall also complete a Disadvantage Business Enterprise (DBE) Certification Form in accordance with 49 C.F.R. Part 26. This requirement applies only to DOT-funded projects and is not applicable to HUD, ARPA, or Treasury-funded programs.

**CERTIFICATION OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT (BABA)
2 C.F.R. 184**

The contractor/supplier acknowledges that certain federally funded infrastructure projects are subject to the Build America, Buy America Act (Pub. L. 117-58 §§ 70901-70927) and implementing regulations at 2 C.F.R. Part 184. When applicable, the contractor/supplier certifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, as required by the Act.

The contractor/supplier further agrees to provide appropriate documentation, origin certifications, or approved waivers upon request by the awarding agency or pass-through entity. Where a waiver is sought, the contractor/supplier shall support the request in writing and shall not proceed with procurement or installation of foreign materials until such waiver is granted in accordance with federal guidance.

The Build America, Buy America Act applies to all federally funded infrastructure projects, except where otherwise waived or exempted by the awarding agency.

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Domestic Preference for Procurements– 2 C.F.R. § 200.322

The contractor/supplier agrees to comply with the requirements of 2 C.F.R. § 200.322, which establishes a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. To the greatest extent practicable, the contractor/supplier shall provide domestic end products, materials, and construction products that are manufactured in the United States. This preference applies to all procurements under federal awards, consistent with applicable statutes, regulations, and the Build America, Buy America Act requirements.

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Contractor/Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of contractor/supplier that are pertinent to contractor's/supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to contractor/supplier's personnel for the purpose of interview and discussion relating to such documents.

Does contractor/supplier agree? **YES** ^{DR} _____ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____



CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor/Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does contractor/supplier agree? **YES** DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Conflict of Interest - 2 C.F.R. § 200.318(c)(1)

The Contractor/supplier affirms compliance with 2 C.F.R. § 200.318(c)(1), which requires the maintenance of written standards of conduct covering conflict of interest in the selection, award, and administration of contracts. No employee, officer, agent, or subcontractor shall participate in any procurement or contract decision where a real or apparent conflict of interest exists. The contractor/supplier further agrees to disclose in writing any potential conflicts of interest to the City of Brownsville prior to award or during contract performance.

Does contractor/supplier agree? **YES** DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Executive Order 14173 (2025) – Anti-DEI Certification

The Contractor/supplier certifies compliance with Executive Order 14173 (2025), affirming that it operates in accordance with all applicable federal anti-discrimination laws and that no diversity, equity, or inclusion (DEI) program or policy maintained by the contractor violates such laws. The contractor/supplier acknowledges that compliance with these requirements is a material condition of this contract and that any false certification or noncompliance may subject the contractor/supplier to remedies available under the False Claims Act (31 U.S.C. §§ 3729-3733) and other applicable laws.

Does contractor/supplier agree? **YES** DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Civil Rights Compliance Assurance

The Contractor/supplier agrees to comply with all applicable federal civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and any other nondiscrimination provisions applicable to this contract. The contractor/supplier shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under this contract on the basis of race, color, national origin, sex, age, or disability.

Does contractor/supplier agree? **YES** DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Whistleblower Protection (41 U.S.C 4712)

The contractor/supplier shall comply with the whistleblower protections established under 41 U.S.C. 4712. Employees of contractors, subcontractors, and subrecipients are protected from reprisal for disclosing evidence of gross mismanagement, waste of federal funds, abuse of authority, or violations of law related to a federal contract or grant. The contractor/supplier must inform its employees in writing of their rights and remedies under this statute. Compliance with these protections is a material condition of this contract.



Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Remedies for Non-Compliance - 2 C.F.R. § 200.339

The contractor/supplier acknowledges that failure to comply with the terms and conditions of this agreement or any applicable federal requirements may result in enforcement actions as provided under 2 C.F.R. § 200.339. Remedies may include, but are not limited to, temporarily withholding payments, disallowing costs, wholly or partly suspending or terminating the contract, initiating suspension or debarment proceedings, or pursuing other legally available remedies.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Termination – 2 C.F.R. § 200.340

The contractor/supplier acknowledges that this contract may be terminated in whole or in part for cause, for convenience, or by mutual agreement, in accordance with 2 C.F.R. § 200.340. The basis for termination, applicable notice, and settlement provisions shall be clearly documented in writing.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Subrecipient Monitoring – 2 C.F.R. § 200.332

The contractor/supplier acknowledges that, when acting as a pass-through entity or subrecipient of federal funds, it must comply with the requirements of 2 C.F.R. § 200.332. The contractor/supplier shall monitor the activities of any subrecipients as necessary to ensure that federal funds are used in accordance with applicable statutes, regulations, and the terms and conditions of the award. This includes performing risk assessments, issuing written subaward agreements with required flow-down clauses, reviewing financial and performance reports, and taking enforcement action when necessary to address noncompliance.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor/Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor/Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

In addition, the Contractor/supplier shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 C.F.R. Part 75), ensuring, to the greatest extent feasible, that employment and contracting opportunities are directed to low- and moderate-income residents and Section 3 businesses.

If the project involves acquisition, demolition, or displacement activities, the contractor/supplier shall also comply with the Uniform Relocation Assistance and Real Property Acquisition Act (49 C.F.R. Part 24), ensuring fair compensation and relocation assistance for affected persons and property owners.

Does contractor/supplier agree? YES DR Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____



The City of Brownsville reserves the right to request a signed or notarized certification, affidavit, or other supporting documentation for any of the provisions or clauses contained in this document at any time during the procurement process or contract term.

By signing below, the contractor/supplier certifies that all information provided in this document is true and accurate to the best of their knowledge and understand that any false statement may be subject to penalties under the False Claims Act (31 U.S.C. §§ 3729-3733).

The contractor/supplier further agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is acknowledged that the contractor/supplier certifies compliance with all provisions, laws, acts, and regulations specifically noted above.

Contractor's/Supplier's Name:
TDA Consulting Inc

Address, City, State, and Zip Code:
131 Atkinson St. Ste. B, Laurinburg, NC 28352

Phone Number: 833.483.2334 Fax Number

Printed Name and Title of Authorized Representative:
Dionne L Roberts, President and CEO

Email Address:
info@tdainc.org

Signature of Authorized Representative:  Date: November 10, 2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TDA Consulting, Inc.
San Antonio, TX United States

Certificate Number:
2025-1404041

Date Filed:
12/31/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Brownsville

Date Acknowledged:
01/05/2026

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
011-26-GNT-RFP
Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve a Business Electricity Authorization Agreement with Gexa Energy to become its REP and to perform the necessary tasks to establish electricity service with Gexa Energy, LP., starting December 2030.

RECOMMENDATION:

Staff recommends approval of the Business Electricity Authorization Agreement with Gexa Energy, LP, designating Gexa Energy as the City's Retail Electric Provider (REP) and authorizing staff to perform all necessary tasks to establish electricity service beginning December 2030 for multiple City facilities under the terms outlined in the agreement.

RATIONALE:

The agreement provides the City of San Benito with a fixed energy price of \$0.08710 per kWh for an initial term of 34 months, starting December 2030. This long-term arrangement ensures price stability and predictable budgeting for electricity costs across numerous City accounts. Partnering with Gexa Energy, a certified REP, supports operational continuity and aligns with the City's commitment to cost efficiency and strategic energy planning.

BUDGET IMPACT:

No immediate budget amendment is required. Electricity expenditures under this agreement will be incorporated into the City's existing utility budget. Based on the fixed rate and anticipated usage, the agreement is expected to provide cost predictability and potential savings compared to market fluctuations, reducing financial risk during the contract term.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

GEXA Energy Business Electricity Authorization Agreement

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager



**BUSINESS ELECTRICITY AUTHORIZATION
TEXAS LARGE COMMERCIAL SALES**

Customer Information:

Customer Name ("Customer"): SAN BENITO, CITY OF
 DUNS #: 01-053-4956
 Federal Tax ID #:

Tax Exemption: If Customer is a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Company will assume that sales to Customer are subject to Taxes and will bill Customer accordingly.

Customer's Contact Information:

Energy Management and Additional Transactions under this Agreement	Billing and Payables	Notices and Contract Documents
Name: Fred Sandoval Title: City Manager Address: 401 North Sam Houston Boulevard, San Benito, TX 78586 Email: fsandoval@cityofsanbenito.com Phone: (956) 680-4162 Mobile:	Name: Fred Sandoval Title: City Manager Address: 401 North Sam Houston Boulevard, San Benito, TX 78586 Email: fsandoval@cityofsanbenito.com Phone: (956) 680-4162 Mobile:	Name: Fred Sandoval Title: City Manager Address: 401 North Sam Houston Boulevard, San Benito, TX 78586 United States Email: fsandoval@cityofsanbenito.com Phone: (956) 680-4162 Mobile:

Key Contract Terms:

Start Month/Year: December / 2030
 Initial Term: 34 Months
 See attached Addendum A for ESI ID information
 See attached Addendum B for Energy Price or Retail Adder
 Pay Terms: Net 16 Days

Gexa Energy Contact Information:

Commercial Sales and Additional Transactions under this Agreement	Commercial Sales Support (Billing and Change Management)	Notices and Contract Documents
Gexa Energy Attn: Jeff Thomas, Commercial Sales 601 Travis Street – Suite 1400 Houston, TX 77002 Email: jeff.thomas@gexaenergy.com Direct: Cell: <i>With copy to:</i> Email: contracts.ercot@gexaenergy.com	Gexa Energy Attn: Commercial Sales Support 601 Travis Street – Suite 1400 Houston, TX 77002 Email: channelsupport@gexaenergy.com Telephone: (866) 531-GEXA (4392) Fax: (866) 926-8193 Office Hours: 8:00 a.m. to 5:00 p.m., Central Standard time	Gexa Energy Attn: Contract Administration 601 Travis Street – Suite 1400 Houston, TX 77002 Email: contracts.ercot@gexaenergy.com Fax: (866) 926-8193

Agreement: This Business Electricity Authorization, including any addenda, exhibits and confirmations (collectively, the "BEA"), together with the Electric Supply Terms of Service ("TOS"), incorporated herein by reference, will form the electricity sales agreement (collectively, the "Agreement") between Gexa Energy, LP ("Company" or "Gexa Energy") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set

forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Any inconsistency between the BEA and a confirmation under this Agreement shall be governed by the confirmation.

Authorization and Acknowledgement: Customer hereby authorizes Company, for the duration of this Agreement, to become its REP and to perform the necessary tasks to establish electricity service with Company. By signing this BEA, Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth in the Agreement. **The undersigned below represents and warrants that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties.**

SAN BENITO, CITY OF

Gexa Energy, LP,
By: Gexa Energy GP, LLC, its General Partner:

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____

Addendum A

Customer Name: SAN BENITO, CITY OF

ESI IDs included in Agreement:

ESI ID	Service Address City, State and Zip	Billing Address City, State and Zip	Account Type *	Estimated Service Commencement Date **	Estimated End Date **
10032789401192030	2223 STATE HIGHWAY 345 UNIT LIFT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789402431440	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586- 4666	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789402562510	N STOOKEY RD UNIT POOL SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789402562511	N STOOKEY RD ODLT 1KMH6X7 POOL SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789403408280	935 STREETLIGHT STLG 400MVD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789407390470	400 N TRAVIS ST SAN BENITO, TX 78586- 4537	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789410894925	102 CORNEJO DR SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789411466235	1 1/4 PENNSYLVANIA AVE UNIT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789412697010	1ST UNIT LIFT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789413176655	SAN JOSE RANCH RD UNIT PUMP SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789413428641	800 E ROBERTSON ST UNIT 8LS SAN BENITO, TX 78586- 4031	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789418073530	1 ALAMO ST UNIT LIFT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033

10032789419561232	210 E HEYWOOD ST ODLT 250HPS STOCK SHOW SAN BENITO, TX 78586- 4635	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789420517840	10 LINE 17 RD ODLT 1KHPS CITY CEMETERY SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789420986620	405 N SAM HOUSTON BLVD SAN BENITO, TX 78586- 4666	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789421970775	2300 S SAM HOUSTON ST UNIT FTSTA SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789424825221	425 W POWERS ST UNIT LIFT LIFT SAN BENITO, TX 78586- 3927	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789424949890	1677 E STENGER ST UNIT PARKLTS SAN BENITO, TX 78586- 7615	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789426353050	143 S REAGAN ST SAN BENITO, TX 78586- 3847	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789426424521	499 1/2 N WHALEN RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789427133130	599 S DICK DOWLING ST ODLT 250HPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789427133131	599 S DICK DOWLING ST ODLT 400MH SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789427133132	599 S DICK DOWLING ST ODLT 400HPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789427133133	599 S DICK DOWLING ST ODLT 1KHPS SAN BENITO, TX 78586- 3823	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789427201190	195 VIRGINIA ST UNIT LIFT LIFT SAN BENITO, TX 78586- 3560	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789428905708	2600 E US HIGHWAY 77 UNIT SIGN SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789430683885	1 MARYDALE RD UNIT LIFT	485 N SAM HOUSTON BLVD	N	12/30/2030	10/29/2033

	SAN BENITO, TX 78586	SAN BENITO, TX 78586			
10032789430793470	947 STREETLIGHT STLG 250HPSA SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789430889821	800 E ROBERTSON ST UNIT LIFT SAN BENITO, TX 78586- 4031	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789431905195	651 JFK AVE UNIT TSTA SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789432073761	BALLENGER ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789434439501	265 DOHERTY ST UNIT LFT STA DISPOSAL PLANT LIFT ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789435192127	900 HERMIA ST UNIT NEWLIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789460857375	W EXPRESSWAY 83 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789435309510	962 STREETLIGHT STLG 400MH SAN BENITO, TX 78586- 4637	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789461278085	1901 N WILLIAMS RD UNIT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789436475850	201 E STENGER ST BLDG A-TS SAN BENITO, TX 78586- 4637	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789464712780	551 CESAR GONZALEZ RD UNIT 1 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789436589920	285 DOHERTY ST GAS PUMPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789464712781	551 CESAR GONZALES ODLT 1KHPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789436589921	285 DOHERTY ST ODLT 250HPS GAS PUMPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033

10032789469187678	551 CESAR GONZALEZ RD UNIT A SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789437407300	955 E STENGER ST UNIT LIFT SAN BENITO, TX 78586-4854	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789471093221	365 W US HIGHWAY 77 UNIT 1 SAN BENITO, TX 78586-5145	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789438675131	N STOOKEY RD PRK LITES SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789471298170	267 COLORADO DR UNIT LIFT SAN BENITO, TX 78586-7678	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789438925260	551 CESAR GONZALEZ RD UNIT LV STK FM 510 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789474239585	966 STREETLIGHT STLG 1000 MH SAN BENITO, TX 78586-3765	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789440109122	420 W STENGER ST ODLT 1KHPS SAN BENITO, TX 78586-4549	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789475079081	210 E HEYWOOD ST SAN BENITO, TX 78586-4635	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789440838200	225 E STENGER ST SAN BENITO, TX 78586-4637	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789475079082	210 E HEYWOOD ST ODLT 400MHF SAN BENITO, TX 78586-4635	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789441024007	1675 E STENGER ST SAN BENITO, TX 78586-7615	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789475166740	2901 SHAFER RD STATION SAN BENITO, TX 78586-7627	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789443156050	201 E STENGER ST BLDG B-TS SAN BENITO, TX 78586-4637	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789475333111	1700 E STENGER ST PARK SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD	N	12/23/2030	10/22/2033

		SAN BENITO, TX 78586			
10032789443205860	586 S DICK DOWLING ST ODLT 1KHPS SAN BENITO, TX 78586- 4617	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789444365570	410 N STOOKEY RD ODLT 1KHPS # 1 SAN BENITO, TX 78586- 5410	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789476453330	430 E ROSE ST UNIT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789444390106	955 STREETLIGHT STLG 1000HPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789477288759	1295 YOST RD SAN BENITO, TX 78586- 8024	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/12/2030	10/11/2033
10032789444998172	30349 E US HIGHWAY 77 UNIT LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789478431620	1 TRAFFIC SIGNALS UNIT IN CITY CITY OF SAN BENITO T SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789446242429	451 E HICKS ST LOT TEMP SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789481139490	1400 LINE 20 RD ODLT 250HPS POND SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789447527940	420 W STENGER ST REAR SAN BENITO, TX 78586- 4549	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789481314250	410 W ROBERTSON ST SAN BENITO, TX 78586- 3778	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789449942770	931 STREETLIGHT STLG 100MVA SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789483058890	186 E BATTS ST ODLT 1KHPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789449942773	932 STREETLIGHT STLG 175MVD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033

10032789485563850	1 E US HIGHWAY 83 UNIT 250HPS CITY OWND & MAINTND SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789451380461	410 FREDDY FENDER LN UNIT PARK SAN BENITO, TX 78586- 4478	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789488957760	705 COMFORT LN UNIT LS SAN BENITO, TX 78586- 5741	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789452390630	2800 TURNER RD UNIT LIFT LIFT SAN BENITO, TX 78586- 7768	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789489412691	156 E ROWSON ST SAN BENITO, TX 78586- 3863	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789493011390	S DICK DOWLING ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789454022439	1600 N SAM HOUSTON BLVD UNIT SIGN SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789493958727	271 S SAM HOUSTON BLVD SAN BENITO, TX 78586- 3866	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789455804910	9 LINE 17 RD UNIT LFT STA 4M N LINE 17 ON HWY SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789496942120	1400 COMBES ST PAVILLI SAN BENITO, TX 78586- 3434	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789497911216	357 W BUSINESS HWY 77 HEAVIN PARK SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789459195031	1400 LINE 20 RD ODLT 400HPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789499002820	300 DOHERTY ST ODLT 400HPS SAN BENITO, TX 78586- 4321	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789499703665	795 E STENGER ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789499717400	41 RESACA VISTA DR UNIT LIFT LIFT	485 N SAM HOUSTON BLVD	N	12/23/2030	10/22/2033

	SAN BENITO, TX 78586-8366	SAN BENITO, TX 78586			
10032789453811770	2 RESACA SHORES BLVD LIFT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789467100880	946 STREETLIGHT STLG 150HPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789485662612	100 W ROWSON ST ODLT 1KHPS SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789404328348	949 STREETLIGHT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789406924447	1851 W EXPRESSWAY 83 SAN BENITO, TX 78586-7810	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789406994127	705 N BOWIE ST SAN BENITO, TX 78586-5178	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789407926155	982 STREETLIGHT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789408059298	151 E ROWSON ST SAN BENITO, TX 78586-3883	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789408168561	701 N BOWIE ST SAN BENITO, TX 78586-5178	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789408537593	981 STREETLIGHT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789411077076	551 CESAR GONZALEZ RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789411760168	2098 E STENGER ST SAN BENITO, TX 78586-7618	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789413758015	2020 E EXPRESSWAY 83 SAN BENITO, TX 78586-2758	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789414791399	2395 W EXPRESSWAY 83 SAN BENITO, TX 78586-7831	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033

10032789414831265	1201 S SAM HOUSTON BLVD SAN BENITO, TX 78586-2337	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789415063187	1695 N MCCULLOUGH ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789416332037	551 CESAR GONZALEZ RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789417061860	685 N SAM HOUSTON BLVD SAN BENITO, TX 78586-4670	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789417516917	1250 E EXPRESSWAY 83 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789423826987	311 W EXPRESSWAY 83 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789427380896	551 CESAR GONZALEZ RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789428414085	1315 TURNER RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789430295295	760 E EXPRESSWAY 83 SAN BENITO, TX 78586-3031	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789433977589	925 W STENGER ST SAN BENITO, TX 78586-4310	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789438105820	109 S FANNIN ST SAN BENITO, TX 78586-3723	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789439844929	925 W STENGER ST SAN BENITO, TX 78586-4310	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789440109121	420 W STENGER ST SAN BENITO, TX 78586-4549	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789442059785	250 E HEYWOOD ST SAN BENITO, TX 78586-4635	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789451051050	1 W ROBERTSON ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD	N	12/23/2030	10/22/2033

		SAN BENITO, TX 78586			
10032789451051051	1 W ROBERTSON ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789451051052	1 W ROBERTSON ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789454196686	309 S WILLIAMS RD SAN BENITO, TX 78586- 3305	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789456297000	925 W STENGER ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789456685260	601 WILLIAMS RD SAN BENITO, TX 78586- 8398	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789458742160	1400 LINE 20 RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789458742161	1400 LINE 20 RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789460729795	CESAR GONZALEZ RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789465759568	700 HULL ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789467543332	1 N WILLIAMS RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789471498395	400 N STOOKEY RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789472890119	27478 N STATE HIGHWAY 345 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789473058635	350 N WILLIAMS RD SAN BENITO, TX 78586- 4118	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789474512587	130 E BATTS ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033

10032789474719228	1890 E EXPRESSWAY 83 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789475219199	312 N WILLIAMS RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789475522858	1700 W BUSINESS 77 SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789476831729	705 N BOWIE ST SAN BENITO, TX 78586- 5178	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789481552915	705 N BOWIE ST SAN BENITO, TX 78586- 5178	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789483054981	314 N WILLIAMS RD SAN BENITO, TX 78586- 4118	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789485367908	1700 E EXPRESSWAY 83 SAN BENITO, TX 78586- 7153	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789487012210	355 W US HIGHWAY 77 SAN BENITO, TX 78586- 5145	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/24/2030	10/23/2033
10032789489451615	1580 W EXPRESSWAY 83 SAN BENITO, TX 78586- 7286	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789494754470	1400 COMBES ST SAN BENITO, TX 78586- 3434	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/23/2030	10/22/2033
10032789497492041	1151 S SAM HOUSTON BLVD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789498205010	401 N SAM HOUSTON BLVD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789498250826	2385 TURNER ST SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789499206340	945 STREETLIGHT SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD SAN BENITO, TX 78586	N	12/30/2030	10/29/2033
10032789499705768	1400 LINE 20 RD SAN BENITO, TX 78586	485 N SAM HOUSTON BLVD	N	12/23/2030	10/22/2033

		SAN BENITO, TX 78586			
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* N = New Account, or E = Renewal/Existing Account

** The Service Commencement dates and end dates in the table above are solely dependent on the Utility's provision of services. Utility meter read schedules are subject to change for any reason, including events of force majeure. The Utility may change any of these dates without notice to Customer or Company.

Addendum B

Customer Name: SAN BENITO, CITY OF

Pricing Details:

Monthly Base Charge: None

Energy Price: \$0.08710 per kWh

The Energy Price includes the charge to Customer for electricity and any components indicated in the Component Table as "Included". The Energy Price excludes all Taxes and Pass-Through Charges. Pass-Through Charges include each "Pass-Through Charge" indicated in the Component Table, which charge may vary in amount.

For each Settlement Interval during the Initial Term, Customer shall pay Company the Fixed Energy Charge. The amount due to Company is calculated as the sum of the Fixed Energy Charges for the Settlement Intervals during each Billing Cycle of the Initial Term ("Customer's Energy Charge").

Covered MC Percentage: 25%.

Hedge Adjustments to the price structure can be made pursuant to the Transaction Execution Procedures of the Agreement.

Definitions:

In addition to capitalized terms defined elsewhere in this Agreement, the following definitions apply:

"Ancillary Service" shall have the meaning set forth in the ERCOT Protocols and "Ancillary Services" shall include all charges assessed by ERCOT to load serving entities except charges directly related to electricity commodity. For avoidance of doubt, Ancillary Services shall include reliability services for the Reliability Unit Commitment assessed by ERCOT.

"Emergency Pricing Program" means the ERCOT emergency pricing program, a scarcity pricing mechanism set forth in 16 Texas Administrative Code Section 25.509, ordered by the PUCT on November 30, 2023, as it may be amended.

"ERCOT Market Ancillary Service Obligations" means any increases to the Ancillary Service quantities imposed by ERCOT on load serving entities after the Effective Date.

"Fixed Energy Charge" means a dollar amount equal to the Energy Price x all Energy Usage for the relevant period.

"Hedge Adjustment(s)" means one or more transactions including, block electricity transactions and natural gas index price transactions, set forth in a written confirmation entered into by the Parties pursuant to this Agreement.

"Market-Based Ancillary Services" are the following Ancillary Services: Regulation Service; Responsive Reserve; and Non-Spinning Reserve, as each is defined in the ERCOT protocols or otherwise used by ERCOT.

"Non-Market-Based Ancillary Services" are all Ancillary Services other than (i) Market-Based Ancillary Services, (ii) ERCOT Contingency Reserve Service, (iii) Reliability Must-Run Service and (iv) Must-Run Alternative Service (each of items (ii) through (iv) as defined in the ERCOT protocols or otherwise used by ERCOT). Examples of Non-Market-Based Ancillary Services include those with respect to Base-Point Deviation, Black Start Service, Dispatchable Reliability Reserve Service, Emergency Power Increase, Day-Ahead Make-Whole, ERCOT System Administration, Load Allocated Emergency Response Service, Load-Allocated Ancillary Service Imbalance Revenue Neutrality, Real-Time Load Allocated Voltage Charge Amount, Real-Time Revenue Neutrality Allocation, the Load-Allocated (LA) Reliability Deployment Ancillary Service (AS) Imbalance Revenue Neutrality Amount and Firm Fuel Supply Service, as each is defined in the ERCOT Protocols or otherwise used by ERCOT.

"Securitization Uplift Charge" means the Securitization Uplift Charge as defined in the ERCOT Protocols and any other cost, charge, or assessment imposed on Company or any of its qualified scheduling entities related directly or indirectly to the repayment of the Securitization Uplift Balance, as defined in the ERCOT Protocols, and additional interest charges and related expenses, whether existing now or in the future.

"Settlement Interval" means, for purposes of this Addendum B, means the time period(s) for which electricity markets are settled, as determined by ERCOT.

Component Table:

Component (ERCOT-LG)	Included	Pass-Through Charge
Market-Based Ancillary Services	X	
Non-Market-Based Ancillary Services	X	
ERCOT Contingency Reserve Service	X	
Securitization Uplift Charge	X	
Reliability Must-Run Service and Must-Run Alternative Service	X	
Emergency Pricing Program and Prevention of Emergency Conditions	X	
ERCOT Administration Fee and Electric Reliability Organization Fee	X	
Hub to Load Zone Basis		X
Transmission and Distribution Losses, and UFE Line Losses	X	
RECs to Meet State Renewable Portfolio Standards	X	

Notwithstanding any provision in this Agreement to the contrary, all charges associated with retail electric supply are subject to provisions in this Agreement regarding Change in Law which may increase Customer's cost. These charges include charges to Customer for any components listed in the table above as "Included" in the Energy Price.

SAN BENITO, CITY OF

Gexa Energy, LP,
By: Gexa Energy GP, LLC, its General Partner:

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____

State-Required Acknowledgement of Risk

(Market Energy Index and Holdover Pricing)

Customer hereby agrees and acknowledges that the Price (per unit) charged with respect to the ESI IDs will be based on ERCOT wholesale energy prices in these cases: during the Initial Term, Customer pays Gexa Energy the Price (per unit) under an energy index or market price structure (which includes Gexa Energy's Market Energy Index product); and/or after the end of the Initial Term, Customer pays Gexa Energy the Holdover Price (per unit) as defined in the Agreement.

Accordingly, the undersigned, for himself/herself or on behalf of Customer, hereby acknowledges and agrees as follows: **I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices.**

(Ancillary Service Charges)

If costs and charges for Market-Based Ancillary Services and/or Non-Market-Based Ancillary Services are Pass-Through Charges for which Customer is required to pay, Customer hereby agrees and acknowledges that such costs and charges are variable and potentially volatile.

I understand that the volatility and fluctuation of costs and charges for Market-Based Ancillary Services and/or Non-Market-Based Ancillary Services, if Pass-Through Charges, may cause my energy bill to be multiple times higher in a month in which these costs and charges are high. I understand that in all cases I will be responsible for charges caused by fluctuations in costs and charges for Market-Based Ancillary Services and/or Non-Market-Based Ancillary Services.

SAN BENITO, CITY OF

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

**GEXA ENERGY – ELECTRIC SUPPLY TERMS OF SERVICE
(LARGE COMMERCIAL)**

24 HOUR SERVICE OUTAGE REPORTING: If an electric outage occurs, Customer should call the appropriate Utility:

ONCOR: (888) 313-4747
CENTERPOINT ENERGY: (800) 332-7143
AEP TEXAS: (866) 223-8508
TEXAS NEW MEXICO POWER: (888) 866-7456
LUBBOCK POWER & LIGHT: (806) 775-2509

GEXA ENERGY INFORMATION:

REP Name: Gexa Energy, LP (“Company” or “Gexa Energy”)
REP Certificate No.: 10027
Internet Address: www.gexaenergy.com

PUCT CONTACT INFORMATION:

Public Utility Commission of Texas
Telephone: (800) 782-8477
Email: customer@puc.state.tx.us

THE FOLLOWING SETS FORTH CUSTOMER'S ELECTRIC SUPPLY TERMS OF SERVICE (“TOS”):

1. DEFINITIONS:

As used in this Agreement, the following capitalized terms set forth below shall have the respective meanings ascribed to them below:

“Additional Block(s)” is defined the in the Transaction Execution Procedures section of this TOS.

“Agreement” is defined in the BEA and includes any amendments signed by the Parties.

“Ancillary Service” is defined in the BEA and/or any addenda to this Agreement.

“Billing Cycle” means, for each ESI ID, the period between successive monthly meter read dates during the term of this Agreement.

“BEA” means the binding Business Electricity Authorization associated with this TOS, including any addenda and exhibits.

“Change in Law” means the adoption of a new or a change in law by a Governmental Authority. A “law”, as used herein, includes a regulation, rule, ordinance, decision, order, decree, Utility tariffs, ERCOT Protocols (including provisions regarding definitions, adders and fees, costs or charges imposed or used by ERCOT), market rules, load profiles, resource or fuel adequacy plans, capacity procurement plans, and ERCOT’s or the Utility’s methodologies for calculating electricity usage or Ancillary Services such as minimum Ancillary Service requirements. A “change”, as used herein, includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, any change in construction or interpretation or administration of a law, or the implementation of an existing law by a Governmental Authority, including

the implementation or changes to the ERCOT market to become a capacity or reliability market.

“Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the electricity supply and/or any services performed pursuant to this Agreement, and the resulting or related losses, any type of damages (including all consequential, incidental, exemplary, or punitive damages), expenses, attorney’s fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

“Company Electricity Charge” means the sum of: (i)(a) Customer’s Energy Charge, or (b) or the product of Customer’s Energy Usage during a Billing Cycle and the Holdover Price, whichever of (a) or (b) is applicable; (ii) the Monthly Base Charge, if any; (iii) Pass-Through Charges; and (iv) Taxes.

“Contract Value” means, as of the date of early termination of this Agreement prior to the end of the Initial Term, the product of (i) the Price, and (ii) the electricity which would have been delivered during the remainder of the Initial Term had the Agreement not been terminated in whole, or in part as to any affected ESI ID(s).

“Costs” means (without duplication) any loss, cost or expense reasonably incurred by Company, including those related to terminating, liquidating or obtaining any arrangement pursuant to which it has hedged its obligations, in whole or in part as to any affected ESI IDs, or incurred in connection with enforcing its rights under this Agreement.

“Covered MC Bandwidth” means a monthly aggregate electricity usage for the ESI IDs that is (i) not higher than the Expected Usage for MC Determination plus the Covered MC Usage and (ii) not lower than the Expected Usage for MC Determination minus the Covered MC Usage.

“Covered MC Percentage” means the percentage set forth in Addendum B this Agreement.

“Covered MC Usage” means the product of Covered MC Percentage and Expected Usage for MC Determination.

“Customer’s Energy Charge” is defined in Addendum B to this Agreement.

“Delivery Charges” means those recurring and non-recurring charges payable to the Utility in connection with transmission and distribution of electricity, including all charges allowed or required by any Governmental Authority or third party. Examples of non-recurring Delivery Charges are those arising from a move-in or switch, such as self-selected meter reads, service connection, disconnection, or reconnection fees, as well as meter tampering charges.

“Delivery Point” means the point of interconnection between a third-party transmission or delivery system and the Utility transmission or delivery system.

“Early Supply Switch” means the electric supply of any ESI ID(s) is switched to a different supplier before the end of the Initial Term.

“Early Termination Fee” means the positive amount, if any, by which the non-defaulting Party’s Losses exceed the non-defaulting Party’s Gains.

"Effective Date" means the date the BEA is signed by both Parties, or the date of the telephonic third-party verification of the Customer's verbal authorization, as applicable.

"Energy Price" means a unit dollar amount, if any, set forth in Addendum B to this Agreement.

"Energy Usage" means Customer's total metered electricity usage for the meters associated with the ESI ID(s), which usage is measured in kilowatt hours ("kWh") (or megawatt hours ("MWh"), if applicable) for the applicable period; *provided, that*, (i) in the event that any master metered ESI ID or any other ESI ID is sub-metered at any time during the Initial Term or Holdover Period, such usage shall include any and all electricity usage lost as a result of such sub-metering; and (ii) such usage shall be grossed-up for Transmission & Distribution Losses for the purpose of calculating charges for hub-to-zone basis where such basis is a Pass-Through Charge.

"ERCOT" means the Electric Reliability Council of Texas.

"Event of Default" means that Customer has: (i) failed to make timely payment of all amounts due Company; (ii) failed to post performance assurance as required under the provisions of the Credit and Deposit Requirements section of this TOS (iii) breached any representation or warranty set forth in this Agreement; (iv) breached an obligation under this Agreement; (v)(a) makes an assignment for the benefit of creditors, (b) files a petition or otherwise authorizes the commencement of a proceeding under the U.S. Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (c) otherwise becomes bankrupt or insolvent, or (d) is unable to pay its debts as they fall due; and/or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement.

"ESI ID" means the Customer's Electric Service Identifier referenced in the BEA (including any Addendum to the BEA).

"Expected Usage for MC Determination" means the average monthly aggregate electricity usage of the original ESI IDs listed as of the original Effective Date as forecasted by Company as of the original Effective Date of this Agreement.

"Force Majeure" means any act, condition, event or occurrence that is beyond a Party's reasonable control, including an act of God or public enemy, storm, earthquake, or other natural forces, war, riot, public disturbance, criminal activity, labor action, pandemics, or the acts or omissions of anyone not a party to this Agreement, including the Utility; *provided, that* "Force Majeure" does not include: (i) Company's sale of, or Company's opportunity to sell, the electricity to be sold by Company under this Agreement to another person or entity at a higher price than that set forth in this Agreement; (ii) Customer's purchase of, or Customer's opportunity to purchase, the electricity to be purchased by Customer under this Agreement to another person or entity at a lower price than that set forth in this Agreement; or (iii) the inability of a Party to pay, or pay its bills in a timely manner.

"Gains" means an amount equal to the value of the economic benefit, if any, to the non-defaulting Party resulting from the termination of this Agreement in whole, or in part as to any affected ESI ID(s), determined by comparing Contract Value to Market Value.

"Governmental Authority" means any federal, state, regional, county, town, city or municipal government, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government, including any governmental or quasi-governmental entity, independent system operator, or regional transmission operator. For the avoidance of doubt, Governmental Authority includes ERCOT, the Utility and NERC.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and termination of this Agreement.

"Holdover Price" means the price per unit for electricity delivered during the Holdover Period, which shall be equal to the real time Settlement Point Price for the applicable ERCOT load zone (adjusted to a per kWh basis), plus an adder of \$0.015 per kWh, during each Settlement Interval (as defined in the ERCOT Protocols). The Holdover Price excludes all Taxes and Pass-Through Charges as well as costs and charges attributable to the components indicated as "Included" in the Component Table set forth in the Addendum B.

"Initial Term" means the period commencing on the Effective Date and continuing to the meter read date of the billing month which occurs those number of months set forth for the Initial Term in the BEA after the Service Commencement Date; *provided, that* if the Service Commencement Date is delayed past the Start Month, the Initial Term shall still expire in the same billing month as if the Service Commencement Date had not been delayed past the Start Month.

"Insufficient Notice Fee" means fifty dollars (\$50).

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the Company Electricity Charge that are not paid when due.

"Losses" means an amount equal to the value of the economic loss, if any, to the Non-Defaulting Party resulting from the termination of this Agreement in whole, or as to any affected ESI ID(s), determined by comparing Contract Value to Market Value.

"Market-Based Ancillary Services" is defined in the BEA and/or any addenda to this Agreement.

"Market Value" means, as of the date of early termination of this Agreement prior to the end of the Initial Term, the product of the (i) electricity that would have been delivered during the remainder of the Initial Term had the Agreement (in whole, or in part as to any affected ESI IDs) not been terminated, and (ii) the market prices at which such electricity are commercially available to the Non-Defaulting Party. In determining Market Value, the non-defaulting Party, may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Company and/or its affiliates, all as commercially available to the non-defaulting Party, and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume, and applicable retail pricing adjustments.

"MC Event" is defined in the Customer Information section of this TOS.

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per ESI ID, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per ESI ID.

"Non-Market-Based Ancillary Services" is defined in the BEA and/or any addenda to this Agreement.

"Party" means either Company or Customer, and "Parties" means both Company and Customer.

"Pass-Through Charges" means (i) Delivery Charges, (ii) charges for any and all components indicated as Pass-Through Charges in this Agreement, including in Addendum B, (iii) any losses, or new or increased charges, attributable to additions or deletions of "ESIDs" outside the designated bandwidth, if applicable, (iv) any losses, or new or increased charges, attributable to one or more MC Events or Change in Law events, and (v) all recurring or non-recurring third-party fees and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity, including new or increased ERCOT and PUCT fees, Market-Based Ancillary Services charges and Non-Market-Based Ancillary Services charges.

"Price" means the Energy Price or Retail Adder.

"PUCT" means the Public Utility Commission of Texas, or its successor.

"Retail Adder" means a unit dollar amount, if any, set forth in Addendum B to this Agreement.

"REP" means retail electric provider.

"Securitization Uplift Charge" is defined in the BEA and/or any addenda to this Agreement.

"Service Commencement Date" means the meter read date during or after the Start Month on which the Utility successfully switches each ESI ID(s) to electric generation supply from Company; *provided that*, in the case of electric generation supply already being provided by Company to Customer, the Service Commencement Date means the meter read date during or after the Start Month.

"Settlement Interval" means, for purposes of the Holdover Price, means the time period(s) for which electricity markets are settled, as determined by ERCOT.

"Settlement Point Price" means, for purposes of the Holdover Price, the settlement point price upon which ERCOT bases the charge or credit to Company for electric energy purchased or sold at the ERCOT load zone, published by ERCOT at "<http://www.ercot.com/mktinfo/prices/>", under the heading "Market Information: Market Prices", or its successor location that reports prices effective on the relevant date. The Settlement Point Price has no minimum price per unit and will be expressed in \$/kWh.

"Start Month" is the calendar month/year specified in the BEA.

"Transaction Execution Procedures" means the terms and conditions set forth in the Transaction Execution Procedures section of this TOS.

"Taxes" means all federal, state, municipal or other governmental taxes (including reimbursement for gross receipts taxes), duties, fees, levies, premiums, assessments (including the PUCT assessment fee), surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity and other products and services provided to Customer at the then-current rates, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

"Utility" means a cooperative association or state regulated utility that owns and/or operates the transmission, transportation, delivery and/or distribution facilities that deliver the electricity to the facilities to which each ESI ID pertains. A Utility may be referred to as the "Transmission and Distribution Utility", "TDU", Transmission and Distribution Service Provider, or "TDSP".

2. ELECTRIC SUPPLY. During the Initial Term and any Holdover Period, Company shall supply Customer's full electricity requirements for the ESI ID(s), and Customer shall obtain its full electricity requirements for such ESI ID(s) exclusively from Company, all based on the terms and conditions specified in this Agreement. Subject to terms and conditions of this Agreement, Company shall cause electricity to be delivered to the Delivery Point(s) and Customer shall receive such electricity at the Delivery Point(s). Notwithstanding the foregoing, Company shall be under no obligation to supply any ESI IDs under a residential rate class and, if Company does supply such ESI IDs, Customer hereby represents and warrants to Company that such ESI IDs are used for commercial or governmental purposes.

3. CUSTOMER INFORMATION. Customer hereby authorizes Company to obtain from the Utility Customer's current and historical electricity cost and usage data, payment and credit history, and other information as Company may reasonably require to provide electric supply and other applicable products and services pursuant to this Agreement. Customer agrees to provide additional documentation regarding such authorization as requested by Company. Customer agrees, upon request, to provide Company with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer. Customer's expected energy usage for the ESI IDs may change for various reasons, including additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide Company at least thirty (30) days' advance notice whenever it believes that it will experience a "MC Event", as defined below, and shall provide good faith estimates of the associated usage change. As used in this Agreement, a "MC Event" is deemed to have occurred when the monthly aggregate usage of the ESI IDs, for three (3) or more consecutive months, falls outside of the Covered MC Bandwidth during such months. Irrespective of whether Customer has provided notice to Company, Customer shall pay Company, as Pass-Through Charges, Company's losses, or new or increased charges, attributable to each MC Event.

4. ENROLLMENT. Company shall use commercially reasonable efforts to timely enroll Customer's ESI ID(s) with the Utility in accordance with the intended Service Commencement Date. Company's submission of market orders may be delayed due to events beyond its reasonable control, including submission of an incomplete, improperly completed, unclear,

inaccurate or improper form of BEA by or on behalf of Customer, as reasonably determined by Company. Customer agrees to take steps to cooperate with Company's efforts to perform enrollment of ESI IDs for supply under this Agreement. Customer understands the Utility determines final enrollment and agrees that Company is not liable for any delay or failure in enrolling Customer's ESI ID(s) if such delay or failure is due to incorrect ESI ID information, invalid ESI ID numbers, and/or any other cause beyond Company's control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that for various reasons such as the ESI ID not existing, ESI ID not active, ESI ID is not the "first in" and/or a required permit for the ESI ID is not valid with the Utility, some or all the ESI IDs cannot be enrolled. All such un-enrolled ESI IDs shall be automatically deleted from the list of ESI IDs under this Agreement without an amendment to this Agreement. Company has the right to treat one or more failures to enroll any ESI IDs as an early termination of this Agreement. If one or more ESI IDs fail to enroll on a timely basis based on inaccurate information from Customer and/or any other cause beyond Company's control, Customer may, at the option of Company, be required to pay Company the Early Termination Fee due with respect to such ESI IDs. Company is not required to serve any such un-enrolled ESI IDs.

5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date, with service commencing for each respective ESI ID(s) on the Service Commencement Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement by providing reasonable advance notice provided to the other Party. The termination date with respect to each ESI ID is the date following the date of such notice where the ESI ID has been successfully switched by the Utility to another REP. During and after the end of any Holdover Period, Customer is responsible for all amounts due to Company under this Agreement.

6. PRICING AND PASS-THROUGH CHARGES. The Price for electric supply and any other products provided to Customer by Company during the Initial Term is set forth in the Agreement and subject to any adjustments set forth in this Agreement.

Customer pays all Pass-Through Charges, which are charges to Customer, not credits. For any losses or charges which Company has the right to bill to Customer under this Agreement, Company reserves the right not to impose such cost or charge during any given billing period (e.g., if the amount is de minimis or Company chooses not to incur the administrative costs of billing). Customer understands that Company's lack of billing of a cost or charge will not be a waiver of such billing right, and Company has the right, but not the obligation, to bill such cost or charge, or cost or charge category, at a later date if it chooses. Pass-Through Charges are generally passed-through directly to each ESI ID unless the Company determines that another method is appropriate. These methods include using a load-sharing basis or other reasonable basis, as determined by Company.

The unit price for electricity during the Holdover Period is the Holdover Price, not the Price. The Holdover Price is a variable price. The Holdover Price will change without prior notice to Customer. In some cases, the Holdover Price may vary significantly from the Price charged during the Initial Term of this Agreement.

7. BILLING AND FEES. Each month, Customer shall pay to Company the Company Electricity Charge. Unless the Parties agree in writing to alternate

payment arrangements, Customer consents to be billed monthly for supply and any services provided hereunder. A bill may consist of multiple Monthly Charges if Company defers Monthly Charges as provided below. Customer agrees to pay Company each such bill on or before the number of days set forth in the BEA under "Pay Terms" after the billing date on Customer's invoice or the postmark date on the invoice envelope, whichever is later. Company may elect to defer sending monthly bills for all periods where actual usage is not available from the Utility. If any payment from Customer is late, Customer shall pay Company the Late Fee and may report delinquent balances to a credit agency. One time per calendar year, Customer may request a copy of its billing records at no charge. Any additional requests may result in a fee of five dollars (\$5) per bill period requested. If Customer is under a deferred payment plan with Company and Customer has not paid the amount due by the payment date, Customer may be placed on a "switch-hold." If a "switch-hold" is in place, Customer will not be able to switch Customer's electric supply to another REP until the Customer has paid in full the outstanding balance due to Company.

Company has the right to apply any credit balance on a particular ESI ID to a balance owed on any other Customer ESI ID. Further, Company has the right to set off any amounts owed by Company to Customer under this Agreement against any amounts owed by Customer to Company or its affiliates. Company may assess a twenty-five-dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card.

Company will include, or cause to be included, in any subsequent bill from Company adjustments related to previous billings, including adjustments related to previous estimates, billing errors, metered electricity usage, Delivery Charges, or other errors or omissions. If the Utility fails to timely obtain or transmit a meter reading, Company has the right to issue, or cause to be issued, a bill to Customer based on estimated energy usage of the ESI IDs and charges during the relevant Billing Cycle. If one or more Pass-Through Charges are involved in deferred billing, Company has the right to estimate the Pass-Through Charges on the bills in the interim and Customer shall pay Company such estimated Pass-Through Charges.

Notwithstanding the previous provisions of this Section, if Customer is a "government entity" as defined in the Prompt Payment Act ("PPA"), Tex. Government Code, Chapter 2251, then, notwithstanding any contrary provisions in this Agreement, a payment by Customer shall become overdue as provided in the PPA, billing disputes shall be resolved as provided in the PPA, and interest on overdue payments shall be calculated and remitted in accordance with the PPA.

8. CREDIT AND DEPOSIT REQUIREMENTS. If Company determines, prior to offering service or at any time during the term of this Agreement, that Customer cannot demonstrate satisfactory creditworthiness, Customer has failed to timely pay all amounts due under this Agreement or there otherwise exists an Event of Default with respect to Customer under this Agreement, Company has the right to require Customer to either make advanced payments or provide to Company performance assurance to ensure prompt and timely payments of amounts due to Company under this Agreement. If, after Customer has been required to make advanced payments or provide performance assurance, Company determines that Customer's credit is unsatisfactory, Company has the right to require Customer to provide additional performance assurance. Customer shall post with Company any initial or additional performance assurance requested within three (3) days after the date on which Company made a demand for such performance

assurance. The amount and form of initial or additional performance assurance will be determined by Company in a commercially reasonable manner.

9. TERMINATION OF AGREEMENT. If Customer commits or is otherwise subject to an Event of Default in whole or with respect to one or more ESI IDs then, in addition to, and not in lieu of, any other remedy Company may have in law or equity, Company has the right to terminate this Agreement. Company has the right to terminate this Agreement in whole, or in part as to any affected ESI ID(s), as determined solely by the Company. If the Agreement is so terminated by Company, Customer shall pay Company for all amounts owed up to the date of such termination, including all electricity supplied, any other products and services provided to Customer through the date of such termination, and any applicable Late Fees. Further, Customer shall pay Company the sum of any Costs plus the Early Termination Fee. In addition, if an Early Supply Switch occurs without Company receiving at least thirty (30) days' advance notice from Customer, Customer shall pay Company the Insufficient Notice Fee. Company will not be required to enter into any replacement transaction in order to determine Costs or the Early Termination Fee. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. Notwithstanding any contrary provision herein, no Early Termination Fee is due from Company to Customer if Company has terminated this Agreement due to an Event of Default by Customer.

10. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold under this Agreement passes from Company to Customer when the electricity is delivered to the Delivery Point for each ESI ID(s). Customer agrees that Company does not control the physical electricity sold under this Agreement, which electricity flows through the Utility transmission and/or delivery systems, and accordingly, Company shall not be responsible for any failure in the Utility transmission or delivery system. Customer shall indemnify and defend Company from all Claims arising from or out of any event, act or incident occurring when or after the title to the electricity passes to Customer.

11. FORCE MAJEURE. Each Party shall be excused from performance of its obligations under this Agreement, in whole or in part, to the extent caused by or related to an event of Force Majeure; *provided, that*, except with regard to outages or failures of the transmission and distribution lines controlled by the Utility: (i) the claiming party shall provide notice of Force Majeure to the other Party within a reasonable time after the event; and (ii) the claiming Party shall have used commercially reasonable efforts to avoid the effects of such Force Majeure and shall resume performance under this Agreement as soon as commercially reasonable.

12. CHANGE IN LAW. Notwithstanding any provision in this Agreement to the contrary, if there is one or more Change in Law events and such event, either independently or in conjunction with one or more other events (including an auction), results in Company incurring new or increased costs or charges related to providing retail electric supply or any other products or services under this Agreement, Customer shall pay Company such new or increased costs and charges as Pass-Through Charges. In calculating each such charge, if the increase is not reasonably evident from the Change in Law itself, or if the charges subsequently increase based on another event, Company may calculate the increase based on the charge incurred after the Change in Law event as compared to Company's earlier estimates of the charge.

13. NON-DISCRIMINATION. Company does not discriminate against any Customer based wholly or partly on race, color, creed, national origin, or sex, of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

14. REPRESENTATIONS AND WARRANTIES. Each of the following representations and warranties are deemed to be continuing throughout the term of this Agreement, unless stated otherwise. Each Party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization, delivery and performance of this Agreement is duly and validly authorized by all necessary corporate or other actions and do not violate its governing documents, any agreement to which it is a party or any laws applicable to it; (iv) if it is executing this Agreement in its capacity as an agent or representative, it has the authority to bind its principal to the Agreement; and (v) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses).

Customer further represents and warrants to Company that: (x) it has made its own independent decisions to enter into this Agreement and its decisions are based upon its own judgment and any advice from its own advisors as it has deemed necessary; (xi) it is purchasing the electricity for its own consumption and has not entered into the Agreement for speculative purposes; (xii) it has full power and authority over the provision of electricity to the facilities to which the ESI ID(s) pertain; (xiii) for all purposes that may impact the electricity usage of the ESI IDs, it will operate the facilities to which the ESI ID(s) pertain in the same or substantially the same manner as it has in the twelve (12) months preceding the Effective Date; and (xiv) it will not have generation that is synchronously connected to the Utility, or enter into net metering arrangements with the Utility, with respect to any of the ESI IDs. Customer represents and warrants to Company that, at all times during the term of this Agreement, it is not and will not be a company described in Tex. Bus. & Comm. Code, Title 5, Subtitle C, §113.002 (Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure), as amended. Customer shall notify Company if, at any time during the term of this Agreement, it becomes a company described in such law.

15. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY STATED IN THE REPRESENTATIONS AND WARRANTIES SECTION OF THIS TOS, COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, EXCEPT WITH RESPECT TO AMOUNTS DUE FOR COSTS AND THE EARLY TERMINATION FEE, OR IN CONNECTION WITH INDEMNIFICATION OF CLAIMS BY CUSTOMER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (OTHER THAN COMPANY'S PROFITS EXPECTED UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND

DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. COMPANY IS NOT LIABLE FOR FAILURE OF UTILITY OPERATIONS, INCLUDING TRANSMISSION OR DISTRIBUTION OUTAGES, PLANNED OR UNPLANNED. COMPANY IS NOT RESPONSIBLE FOR PHYSICALLY TRANSMITTING, DELIVERING OR DISTRIBUTING ELECTRICITY AND DOES NOT CONTROL THE UTILITY'S FACILITIES OR OPERATIONS. IF A UTILITY DENIES SERVICE TO CUSTOMER OR ANY ESI IDS, COMPANY IS UNDER NO OBLIGATION TO SUPPLY THE ESI IDS AND HAS NO LIABILITY FOR SUCH FAILURE TO SERVE.

17. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract", Company is a "forward contract merchant", and any payment related to this Agreement will constitute a "settlement payment", all as defined in the United States Bankruptcy Code.

18. ATTORNEY'S FEES. If Company prevails, in whole or in part, in any lawsuit or legal proceeding related to this Agreement or refers Customer's outstanding balance to an attorney or collection agent for collection, or collects Customer's outstanding balance through bankruptcy or other judicial proceedings, Customer shall pay Company's fees and expenses (including reasonable attorney's fees) incurred in connection therewith.

19. ASSIGNMENT. Company may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without Company's prior written consent. Company may deny such assignment based on the creditworthiness of the assignee. Any purported assignment in violation of this Section shall be null and void ab initio.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of Texas, including any rules promulgated by or orders issued by the PUCT and/or ERCOT, and exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Harris County, Texas. Except with respect to provisions governing adequate assurance, the provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for the purposes of the UCC.

21. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; *provided, however,* each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, Customer authorizes Company to use and disclose to any of Company's affiliates and any of its or their third party service providers Customer information for the purpose of potentially providing to Customer and any of Customer's affiliates opportunities to purchase products or services, and general product development. Further, if Customer's purchase was enabled

by a third party broker/consultant, Customer authorizes Company to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

22. JURY/LEGAL WAIVER. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL REGARDING ANY LITIGATION, LEGAL ACTION OR PROCEEDING ARISING FROM OR DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY AND AGREES NOT TO DO SO. THE PARTIES WANT THIS AGREEMENT TO CONTROL THEIR OBLIGATIONS. ACCORDINGLY, CUSTOMER WAIVES ITS RIGHTS UNDER THE SUBSTANTIVE PUCT CUSTOMER PROTECTION RULES FOR RETAIL ELECTRIC SUPPLY WITH THE EXCEPTION OF THE PROVISIONS IN SUBSTANTIVE PUCT RULES 25.495, 25.481, AND 25.485(A)-(B).

23. WAIVER OF CONSUMER RIGHTS. Customer hereby agrees to the following waiver:

I waive my rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of my own selection, I voluntarily consent to this waiver.

By agreeing to the foregoing waiver, Customer is not necessarily agreeing that it is or is not a consumer under such law.

24. CRITICAL CARE. If Customer believes its electric supply is crucial for the protection and maintenance of public safety, or if Customer believes an interruption or suspension of electric service will create a dangerous or life-threatening condition on Customer's premise(s), Customer may be eligible to be designated as a "critical load public safety customer" or "critical care industrial customer", pursuant to PUCT Substantive Rule 25.497. Customer shall provide to Company written notice before, or immediately after, the Effective Date if Customer believes it is eligible for such designation. Company will then provide such notice to the Utility. In order to so receive such designation, Customer must have a determination of eligibility pending or approved by the Utility. Each Party shall cooperate with the Utility to determine Customer's ultimate eligibility for any of these designations; otherwise, Customer has no such designation. Designation as a critical load public safety customer or critical care industrial customer does not relieve Customer of the obligation to pay Company for supply under this Agreement.

25. LIMITED AGENT. Company's responsibility as Customer's limited agent is limited to the tasks authorized for Company to provide the services under this Agreement and does not result in imposition on Company, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

26. SURVIVAL. The following provisions, and any other provision which by its nature should survive, shall survive expiration or any sooner termination of this Agreement: Pricing and Pass-Through Charges, Title, Risk of Loss and Indemnification, Disclaimer of Warranty, Limitation of Liability, Attorney's Fees, Governing Law and Venue, Jury/Legal Waiver, Waiver of Consumer Rights, Notices, Interpretation, and any Transaction

Execution Procedures. The Confidentiality Section shall survive any termination or expiration of this Agreement for a period of one (1) year.

27. MISCELLANEOUS. This Agreement embodies the entire agreement and understanding of the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof. Customer agrees that any electronic signature document delivered via Customer's domain name based on the email set forth above shall be considered signed or executed by Customer. Customer assumes all risks arising out of the use of electronic signature for all purposes, including the authorization or execution of this Agreement and documents in support of this Agreement by Customer, as well as misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. There are no third party beneficiaries to this Agreement and this Agreement is binding on each Party's successors or permitted assigns. This Agreement may not be amended except by a written amendment signed by both Customer and Company. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any such right, or any other default whether of a like kind or different nature. The rights and remedies of the Parties in this Agreement are cumulative and either Party may enforce any of its rights and remedies under this Agreement and any other rights and remedies available to it at law or in equity, unless expressly specified otherwise in this Agreement. The Parties shall not be deemed to be in a relationship of partners or joint ventures by virtue of this Agreement, nor shall any Party be an agent (except as expressly agreed to in this Agreement), representative, trustee or fiduciary of the other Party. This Agreement is intended to secure and provide for the services of Company as an independent contractor.

28. NOTICES. Any contractual notice required to be given under this Agreement shall be delivered to the receiving Party in accordance with the appropriate information set forth in the Agreement. A Party may change its address or contact information by providing notice of same in accordance herewith. A Party shall provide any notice in writing by U.S. mail or courier service; *provided, that* Company has the right to communicate or inquire about operational decisions, including contract termination or expiration notices by telephone or electronic means in accordance with the contact information provided by Customer or otherwise known. Company's Contact Information for Notices and Contract Documents is set forth in the BEA. Customer's Contact Information for Notices is set forth in the BEA, or Company may, for notices, use the billing address in Addendum A. Customer's receipt of a notice delivered by mail will be deemed at the end of the fifth (5th) business day after the date of mailing, or upon actual receipt, if earlier. Customer's receipt of a notice delivered by courier will be deemed on the business day after it was sent or upon actual receipt, if earlier. Customer's receipt of a notice sent by facsimile, e-mail or other electronic means will be deemed at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next

business day) or such earlier time as confirmed by Customer. Company may waive any notice requirements set forth herein.

29. PUCT RULES. The text of all PUCT rules referenced in this Agreement may be found at the following website:

<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>

30. INTERPRETATION. Unless the context of this Agreement otherwise requires, (i) the terms "Section" or "subsection" each refer to the specified Section or subsection of this Agreement, (ii) the words "include" and "including" are not words of limitation and shall be deemed to be followed by the words "without limitation", (iii) the use of the word "or" to connect two or more phrases shall be construed as inclusive of such phrases (e.g., "A or B" means "A or B, or both"), and (iv) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to the Agreement as a whole.

31. TRANSACTION EXECUTION PROCEDURES. The provisions set forth below apply to any Hedge Adjustments made under this Agreement. Hedge Adjustments are intended to allow the Customer to make changes to the price structure of electricity purchased under this Agreement. Hedge Adjustments are only made pursuant to one or more confirmations under this Agreement and such confirmations require the mutual agreement of the Parties. Neither Party is under any obligation to transact any Hedge Adjustments. Customer authorizes Company to perform, on behalf of Customer, all Hedge Adjustments. Following each Hedge Adjustment, if any, Customer shall continue to pay Company the Company Electricity Charge and any other amounts due under this Agreement.

(i) Requests. Customer may request a quote from Company for pricing associated with a potential Hedge Adjustment during the Initial Term. If the request is for the purchase of new or additional block quantities of electricity ("Additional Blocks"), the minimum block quantity available to purchase is 1 MW unless Company, in its sole discretion, agrees to a lesser amount. Customer may also request a quote for gas index prices as described in and permitted under the BEA. To make any of these requests, Customer shall email Company at the Company Representatives' email addresses for Additional Transactions set forth in the BEA with information for the requested transaction order. Company is under no obligation to agree to accept any order. Each indicative price quote is solely indicative of market conditions at the time provided and is subject to market movement at all times until a final price is later agreed to by the Parties under the procedures below. Each indicative price quote is solely indicative of market conditions at the time provided and is subject to market movement at all times until a final price is later agreed to by the Parties under the procedures below.

(ii) Recorded Telephone Transactions. The following provisions shall apply with respect to transactions conducted over a telephone line:

(a) Recordings. Hedge Adjustments under this Agreement may be conducted by the Parties on Company's recorded telephone line at 713-401-5712 (the "Hedge Line") before 1:00 p.m., Houston, Texas time, on any day in which a quote has been issued by Company, NYMEX is trading Henry Hub Natural Gas Futures Contracts and Company's main business office is open. Each such transaction must be made through the participation of at least one authorized representative of each Party on the telephone line, and Customer's representative must be one of the persons authorized below. Subject to this section and market movement, upon receipt of an order from

Customer and Company's agreement to such order, Company shall work to execute the requested transaction.

(b) Confirmations of Recordings. After Company's execution of the transaction on behalf of Customer, Company shall send Customer a written confirmation via email indicating the executed transaction terms. Any dispute by Customer to the terms set forth in the written confirmation must be raised by Customer before the end of the business day following delivery of the confirmation. Customer shall initiate such dispute only by contacting the Hedge Line before the expiration of such business day. If Customer fails to dispute the confirmation by the end of the business day following delivery of the confirmation, then the unsigned confirmation is, absent manifest error, the Parties' binding agreement with respect to the transaction.

(c) Supporting Evidence. Each Party hereby consents to the creation of an electronic recording (including digital or tape) by Company or its representative of all telephone conversations regarding transactions under this Agreement and such recordings shall be conclusive evidence of the transactions. Each Party agrees not to contest any such election or determination in connection therewith based on the statute of frauds or any law requiring agreements to be in writing.

(iii) Written Transactions. In lieu of using Recorded Telephone Transactions as set forth in the previous subsection, Hedge Adjustments may be transacted by the Parties in writing on any day NYMEX is trading Henry Hub Natural Gas Futures Contracts and Company's main business office is open. To execute a written Hedge Adjustment transaction, Customer shall email Company at the email addresses under the Company Contact Information for Commercial Sales and Additional Transactions set forth in the BEA advising Company of the requested transaction and attaching a signed hedge request. Company is under no obligation to agree to accept any order. Upon receipt of such signed hedge request, Company will work to execute the requested transaction at or near the requested terms. After Company's execution of the transaction on behalf of Customer, Company shall send Customer a written confirmation via email indicating the executed transaction terms. Any dispute by Customer to the terms set forth in the written confirmation must be raised by Customer before the end of the business day following delivery of the confirmation. Customer shall initiate such dispute only by email to the Company email addresses for Additional Transactions set forth in the applicable BEA before the expiration of such business day. If Customer fails to dispute the confirmation by the end of the business day following delivery of the confirmation, then the unsigned confirmation is, absent manifest error, the Parties' binding agreement with respect to the transaction.

(iv) Representatives. All communications with respect to orders and Hedge Adjustment transactions, including emails requesting price quotes and sending Hedge Adjustment confirmations, shall be sent to Company using the Company Contact Information for Additional Transactions set forth in the BEA. Such communications shall be made between Company and the authorized representative of Customer whose name and contact information is set forth on the BEA. Customer authorizes such representative to enter into binding transactions pursuant to this Agreement. Customer shall provide to Company advance written notice indicating new or amended authorized representative information if Customer desires change such information. Otherwise, Company shall be entitled to rely on such representative, or any officer of Customer, as

authorized agent of Customer for all transactions conducted under this Agreement.

(v) Execution Limitations. Notwithstanding any provision in this Agreement to the contrary, the Parties agree that staff availability, delay, market conditions and other factors may make it difficult or impossible to execute transactions at or below desired prices or quantities. Further, there is no guarantee that Company will be able to execute a transaction on behalf of Customer at any price or in any quantity. Company is not liable for any failure to execute an order or transaction on behalf of Customer at the requested prices and/or quantities.

(vi) Hedge Limitations. Customer acknowledges and agrees any electricity transactions in connection with this Agreement will not be conducted for the purpose of speculative or proprietary trading. Such transactions will be intended, and designed solely for, the purpose of allowing Customer to manage its retail electricity pricing and quantity risk for the ESI ID(s). Further, to the extent, if any, that it is determined that this Agreement or any of the transactions under this Agreement, are considered "trade options" by the Commodity Futures Trading Commission, Company and Customer each represent that it is either a "eligible contract participant" (as defined in Section 1(a) of the Commodity Exchange Act, as amended) or a producer, processor, commercial user of or a merchant handling the commodity or the products or by-products thereof, and each is offering or entering into a commodity option transaction solely for the purposes related to its business as such. Company and Customer confirm to each other that any transaction under this Agreement deemed to be a commodity option transaction is intended to be physically settled so that, if exercised, the option would result in the sale of an exempt commodity for immediate or deferred delivery.

(vii) Suspension of Right to Request Hedge Adjustment. Notwithstanding any provision set forth in this Agreement and for the sake of clarity, Company has no obligation to quote or execute any new transactions under this Agreement if Customer is subject to an Event of Default.

32. Customer Decisions. Customer represents and warrants that it will make its own independent decisions authorizing Company to enter into transactions for on behalf of Customer under this Agreement. **CUSTOMER ASSUMES ANY AND ALL RISKS ARISING FROM ANY INDEX AND VARIABLE PRICING.** Customer is acting for its own account in determining if any transaction is appropriate for Customer. Customer is making such determinations based upon its own judgment and advice (including any advice Customer may obtain from advisors), all as Customer deems appropriate. Customer agrees and acknowledges that it is not relying, and will not rely upon, communications, information, and/or explanations of any type from Company as investment/savings advice or an endorsement that a specific transaction will have an expected or actual result. No communication of any kind from Company shall be, or constitute any, assurance or guarantee of an expected or actual result. Customer understands and accepts all risks inherent in all transactions conducted under this Agreement. Company is not acting as a fiduciary to Customer with respect to this Agreement. Customer understands, agrees and acknowledges the foregoing representations, warranties and agreements are a material inducement for Company to enter into this Agreement.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to award RFP-2026-0010 for the Amended Exclusive Municipal Solid Waste Collection and Disposal Services.

RECOMMENDATION:

Staff recommends review and award.

RATIONALE:

The city is seeking a successful proposal to provide exclusive citywide municipal solid waste collection, hauling, and disposal services in accordance with all applicable federal, state, and local laws and regulations.

See the BID tabulation attached for reference.

BUDGET IMPACT:

FUND 06 BUDGETED LINE ITEM

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

Stephanie Sarrionandia, Finance Director

EXHIBITS:

Amended RFP # 2026-0010 EXCLUSIVE MUNICIPAL SOLID WASTE
COLLECTION and DISPOSAL SERVICES

Bid Tabulation RFP#2026-0010 AMENDED Exclusive Municipal Solid
Waste Collection and Disposal Services

PREPARED BY: Stephanie Sarrionandia
Finance Director

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



**CITY OF SAN BENITO
REQUEST FOR PROPOSALS
RFP #2026-0010
AMENDED
EXCLUSIVE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL
SERVICES**

The City of San Benito, Texas (“City”), is requesting proposals from qualified and experienced firms to provide exclusive municipal solid waste collection, hauling, and disposal services within the City limits. The City is currently receiving solid waste services under a month-to-month arrangement and seeks to evaluate available service providers in order to improve service quality, enhance customer service, stabilize rates, and ensure reliable long-term service for residents and businesses.

Sealed Requests for Proposals (RFP) will be accepted until 9:00 A.M. on Monday, January 26, 2026, delivered to the City of San Benito, Attention: Ruth McGinnis, City Secretary, 401 N. Sam Houston Blvd., San Benito, Texas, 78586. Bids will be publicly opened on January 26, 2026, at 10:00 A.M.

The RFP documents may be downloaded from the City of San Benito’s website at <http://www.cityofsanbenito.com/>. RFPs received after the deadline will not be considered. The award of the solid waste collection and disposal services contract is scheduled for consideration by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, February 3, 2026, at 5:30 P.M.

The City of San Benito reserves the right to negotiate with any and all persons or firms. The City of San Benito also reserves the right to refuse and reject any or all RFPs.

01/16/2026



**CITY OF SAN BENITO, TEXAS
REQUEST FOR PROPOSALS
AMENDED
EXCLUSIVE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL
SERVICES**

RFP No.: 2026-0010

Issue Date: January 16, 2026

Proposal Due Date: Monday, January 26, 2026, 9:00 a.m.

I. INTRODUCTION AND PURPOSE

The City of San Benito, Texas (“City”), is requesting proposals from qualified and experienced firms to provide exclusive municipal solid waste collection, hauling, and disposal services within the City limits. The City is currently receiving solid waste services under a month-to-month arrangement and seeks to evaluate available service providers in order to improve service quality, enhance customer service, stabilize rates, and ensure reliable long-term service for residents and businesses.

The intent of this Request for Proposals (“RFP”) is to identify the proposer offering the best overall value to the City, taking into consideration experience, operational capacity, customer service capabilities, service reliability, and pricing. Issuance of this RFP does not obligate the City to award a contract, and the City reserves all rights described herein.

II. LEGAL AUTHORITY

This RFP is issued pursuant to the City’s authority under Texas Health and Safety Code Chapter 364, including Sections 364.031 and 364.034, which authorize municipalities to contract for solid waste services and to grant exclusive franchises for such services. Although competitive procurement is not strictly required for solid waste services due to their connection to public health and safety, the City has elected to utilize a formal RFP process in the interest of transparency, competition, and fiscal responsibility.

III. SCOPE OF SERVICES

The successful proposer (“Contractor”) shall provide exclusive citywide municipal solid waste collection, hauling, and disposal services in accordance with all applicable federal, state, and local laws and regulations. Services shall include weekly collection of residential solid waste from single-family and multi-family residences within the City, including the furnishing, maintenance, repair, and replacement of standardized carts or containers as required for service delivery.

The Contractor shall also be responsible for transporting and disposing of all collected waste at lawfully permitted facilities. All disposal activities must comply with applicable environmental standards and regulatory requirements.

In addition to core residential services, the City may request pricing and service terms for optional or supplemental services, including recycling collection, brush and bulky item collection, special or on-call pickups, community clean-up events, and other related services. Proposers shall clearly identify any optional services offered and the associated costs.

The Contractor must maintain a customer service system capable of responding promptly and professionally to service requests, complaints, missed pickups, and cart issues. The City expects measurable performance standards, defined response times, and routine reporting regarding service quality and customer satisfaction.

IV. TRANSITION AND IMPLEMENTATION

Proposers shall submit a detailed transition and implementation plan describing how services will be assumed from the current provider without disruption to residents or City operations. The plan shall include anticipated timelines, cart deployment or replacement strategies, public outreach and education efforts, coordination with City staff, and contingency measures to ensure uninterrupted service during the transition period.

V. TERM OF AGREEMENT

The City anticipates entering into a contract with an initial term of three to five years, with renewal options at the City's discretion. The final term, renewal provisions, and all contract conditions shall be subject to negotiation and approval by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, February 3, 2026, at 5:30 P.M.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include (3) sets, in letter-size sealed envelopes, mailed or delivered to the **City of San Benito, c/o Ruth McGinnis, City Secretary, at San Benito Municipal Building, 401 North Sam Houston, San Benito, TX 78586, and marked on the outside with "RFP # 2026-0010 "AMENDED Exclusive Municipal Solid Waste Collection and Disposal Services"**, a signed cover letter from an authorized representative of the proposer affirming the proposer's understanding of and commitment to the requirements of this RFP. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Proposers must provide a detailed description of their company, ownership structure, and experience providing municipal solid waste services of similar size and scope. Proposals must include references from comparable municipal clients.

Proposers shall describe their operational approach, including collection methods, equipment, staffing, safety protocols, and contingency planning. A comprehensive customer service plan and a detailed transition plan are required. Proposals must also include a complete pricing proposal setting forth all rates, fees, and any proposed rate adjustment mechanisms.

Each proposer must disclose any litigation, regulatory actions, or material compliance issues and must affirm its ability to comply with all applicable laws and regulations.

Provide within your proposal:

1. Certificate of Interested Parties - Form 1295 – Each firm must submit Form 1295 before being considered for approval by the City of San Benito’s Board of Trustees.
2. Attach a copy of the company’s W9 Form.
3. Form CIQ – Conflict of Interest Questionnaire
4. Certificate of Liability Insurance

VII. EVALUATION AND SELECTION PROCESS

Proposals will be evaluated based on qualifications, experience, service quality, customer service capabilities, operational readiness, transition planning, pricing, financial stability, and references. Evaluation will be conducted by a staff evaluation committee appointed by the City Manager.

The City Manager is authorized to evaluate and rank proposals, conduct negotiations with the highest-ranked proposer, and present a proposed agreement to the City Commission for consideration. Final contract award and execution shall be subject to approval by the City Commission.

VIII. RESERVATION OF RIGHTS

The City reserves the right to reject any or all proposals, waive informalities or minor defects, request additional information, conduct interviews, modify or withdraw this RFP, negotiate any aspect of a proposal, or cancel the procurement without award. Submission of a proposal does not create any contractual or legal obligation on the part of the City.

IX. PUBLIC NOTICE AND COMPLIANCE

Any exclusive solid waste franchise agreement resulting from this RFP shall comply with all applicable public notice, publication, and statutory requirements under Texas law.

X. QUESTIONS AND COMMUNICATION

All questions regarding this RFP must be submitted in writing to the City’s designated contact person listed below. Unauthorized communication with City officials, City staff, or members of the City Commission regarding this RFP may result in disqualification.

Ruth McGinnis
City Secretary
City of San Benito
rmcginnis@cityofsanbenito.com

XI. SUBMISSION DEADLINE

Proposals must be received no later than 9:00 A.M. on Monday, January 26, 2026. Late submissions will not be accepted. Bids will be publicly opened on January 26, 2026, at 10:00 A.M.



EXCLUSIVE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES Bid Tabulation #2026-0010

Vendors	W9 Form	Certificate of Liability Insurance	References	Certificate of Interested Parties Form 1295	Conflict of Interest CIQ Form	Proposal Submission Requirements																																																																																																																																
BFI Wastes Services of Texas, LP dba Republic Services of Rio Grande Valley 9402 W Expwy 83, Harlingen, TX 78552 956-392-7025	☑	☑	☑	☑	☑	☑																																																																																																																																
Frontier Waste Solutions 2323 Bryan St., Suite 2620 Dallas, TX 75201 210-774-7765	☑	☑	☑	☑	☑	☑																																																																																																																																
FRONTIER WASTE SOLUTIONS:			REPUBLIC SERVICES OF RIO GRANDE VALLEY:																																																																																																																																			
Proposed Rates and Services All Rates Include a 15% Franchise Fees <u>Residential Collection</u> · Service: Two (2) times pr/wk residential solid waste collection · Container: 96-gallon cart provided by Frontier Waste Solutions · Additional Services: Monthly bulk and brush collection Rate: \$25.26 per month per household <u>City Services</u> · Fifteen (15) free roll-off hauls per month provided to the City by Frontier Waste Solutions · Free solid waste services to City facilities, with the list of eligible facilities to be mutually developed, maintained, and updated by Frontier Waste Solutions and the City of San Benito <u>Commercial Services</u>			Proposed Rates and Services All Rates Include a 15% Franchise Fees <u>Residential Collection</u> · Service: Two (2) times pr/wk residential solid waste collection · Container: 96-gallon cart provided Rate: \$13.44 per month per household Extra cart: \$7.91 · Additional Services: Monthly bulk and brush collection Rate: \$6.49 per month per household <u>Commercial Services</u>																																																																																																																																			
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Note: Frontier Waste Solutions is proposing a City-directed, locally owned and operated business discount for eligible commercial customers designated by the City. Any such discount program would be administered in coordination with the City and structured to maintain consistency, fairness, and overall rate integrity.			Lock Bars and Casters on Dumpsters: Initial Setup: \$200.00 unless setup with initial container delivery. Additional/Month: \$7.00 Extra yardage for commercial accounts will be charged at \$34.00 per cubic yard. \$150.00 delivery fee will be added to each industrial container (roll-off).																																																																																																																																			



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to Select a Financial Advisor for the REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-002 FINANCIAL ADVISOR SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.

RECOMMENDATION:

Staff recommends the approval of the selection of the firm(s) responding to RFP #2025-1104-002 for Financial Advisor Services to support the City's participation in the Texas Water Development Board Drinking Water State Revolving Fund (DWSRF) Program. This approval will authorize staff to begin contract negotiations and secure the financial advisory expertise needed to guide the City through the funding, structuring, and compliance requirements associated with DWSRF-funded drinking water projects.

RATIONALE:

The City requires specialized financial advisory services to ensure proper planning, loan structuring, affordability analysis, and compliance with the Texas Water Development Board's financial and reporting requirements. Proposals submitted under RFP #2025-1104-002 were evaluated in accordance with published criteria, including qualifications, relevant municipal finance experience, familiarity with DWSRF funding mechanisms, and demonstrated capacity to support the City throughout the financing process. The recommended firm provided the strongest combination of technical expertise and experience necessary to support the City's long-term financial planning and successful project execution.

See the BID tabulation attached for reference.

BUDGET IMPACT:

There is no anticipated impact to the General Fund, as financial advisory services procured through this RFP are eligible for reimbursement under the TWDB DWSRF Program, subject to project approval and compliance with program requirements. All associated costs will be incorporated into the overall project budget and funded through DWSRF loan and/or grant proceeds, with any required local match or non-reimbursable expenses to be identified and presented to the Commission prior to final contract execution.

RESOURCE PERSONNEL:

EXHIBITS: RFP Legal Notice - San Benito News 2025-1104-002 - FINANCIAL

ADVISOR SERVICES
Bid Tabulation #2025-1104-002 Financial Advisor Services

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



**CITY OF SAN BENITO
REQUEST FOR PROPOSALS
AND
STATEMENT OF QUALIFICATIONS
RFP #2025-1104-002
FINANCIAL ADVISOR SERVICES**

The City of San Benito (“City”) is soliciting Requests for Proposals (“RFP”) and Statements of Qualifications from interested, qualified professionals to provide strategic financial planning, analysis of market conditions, recommendations for investments of bond proceeds, and guidance to the City regarding financing through programs established by the Texas Water Development Board (“TWDB”). In addition, selected professionals will provide advice and professional recommendations to the City for various capital financing projects and assist with possible loan, grant, or disadvantaged funding opportunities through TWDB.

Sealed Statements of Qualifications (SOQ) will be accepted until 5:00 P.M. on Monday, December 15, 2025, delivered to the City of San Benito, Attention: Ruth McGinnis, City Secretary, 401 N. Sam Houston Blvd., San Benito, Texas, 78586. Bids will be publicly opened on December 16, 2025, at 10:00 A.M.

The RFP documents may be downloaded from the City of San Benito’s website at <http://www.cityofsanbenito.com/>. SOQ received after the deadline will not be considered. The award of the financial advisor services contract is scheduled for consideration by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, January 6, 2026, at 5:30 P.M.

The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City.

11/21/2025



Financial Advisor Services Bid Tabulation #2025-1104-002

Vendors	Timely Submittal of Proposal	Conflict of Interest CIQ Form	Certificate of Interested Parties Form 1295	W9 Form	Contract
Hilltop Securities Investment Banking Solutions 717 N Harwood St., Ste. 3400, Dallas, TX 75291 214-953-4184	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Missing	<input checked="" type="checkbox"/>

Are the only financial advisors to offer fully staffed continuing disclosure services, comprehensive arbitrage rebate services, asset management services, and derivative services such as fuel and power hedging, interest rate swaps, and other similar services in-house. Refinitiv ranks them as the number-one financial advisory firm in Texas for par amount of transactions completed for water and sewer projects in Texas.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to Select a Professional Engineer for the REQUEST FOR QUALIFICATIONS RFQ #2025-1104-003 PROFESSIONAL ENGINEERING SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.

RECOMMENDATION:

Staff recommends the selection of the engineering firm(s) responding to RFQ #2025-1104-003 for Professional Engineering Services to support the City's participation in the Texas Water Development Board Drinking Water State Revolving Fund (DWSRF) Program. This action will authorize staff to begin contract negotiations and secure the engineering expertise necessary to plan, design, and implement critical drinking water infrastructure improvements funded through the DWSRF.

RATIONALE:

The City requires qualified professional engineering services to ensure proper project planning, technical design, regulatory coordination, and compliance with Texas Water Development Board requirements for DWSRF-funded projects. Submittals received under RFQ #2025-1104-003 were evaluated using published criteria that included firm qualifications, relevant experience with water system improvements, familiarity with TWDB processes, and demonstrated capacity to support the City throughout the project lifecycle. The recommended firm exhibited the strongest combination of technical capability, project experience, and understanding of DWSRF program requirements, positioning the City for successful project development and timely execution.

See the BID tabulation attached for reference.

BUDGET IMPACT:

There is no anticipated impact to the General Fund, as professional engineering services procured through this RFQ are eligible for reimbursement under the TWDB DWSRF Program, subject to project approval and compliance with program guidelines. All associated engineering costs will be incorporated into the overall project budget and funded through DWSRF loan and/or grant proceeds, with any required local match or non-reimbursable expenses to be identified and presented to the Commission prior to final contract execution.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

RFQ Legal Notice - San Benito News 2025-1104-003 - ENGINEERING
DRINKING WTR FUND PROGRAM

Bid Tabulation #2025-1104-003 Professional Engineering Svcs for the
Drinking Water State Revolving Fund Program

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



**CITY OF SAN BENITO
REQUEST FOR QUALIFICATIONS
RFQ #2025-1104-003
PROFESSIONAL ENGINEERING SERVICES for the
DRINKING WATER STATE REVOLVING FUND PROGRAM**

The City of San Benito, Texas, requests the submission of statements of qualifications, which may lead to the award of a contract to provide professional engineering services for the Drinking Water State Revolving Fund Program (the Program) funded through the Drinking Water State Revolving Fund of the Texas Water Development Board (TWDB).

Sealed Statements of Qualifications (SOQ) will be accepted until 5:00 P.M. on Monday, December 15, 2025, delivered to the City of San Benito, Attention: Ruth McGinnis, City Secretary, 401 N. Sam Houston Blvd., San Benito, Texas, 78586. Bids will be publicly opened on December 16, 2025, at 10:00 A.M.

The RFQ documents may be downloaded from the City of San Benito's website at <http://www.cityofsanbenito.com/>. SOQ received after the deadline will not be considered. The award of the professional engineering services contract is scheduled for consideration by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, January 6, 2026, at 5:30 P.M.

The City of San Benito reserves the right to negotiate with any and all persons or firms. The City of San Benito also reserves the right to refuse and reject any or all RFQ's.

11/21/2025



Professional Engineering Services for the Drinking Water State Revolving Fund Program Bid Tabulation #2025-1104-003

Vendors	Timely Submittal of Proposal	Conflict of Interest CIQ Form	Certificate of Interested Parties Form 1295	W9 Form	Comment
<p>Ambiotec Civil Engineering Group</p> <p>5420 Paredes Line Rd., Brownsville, Texas 78526</p> <p>956-548-9333</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Ambiotec is licensed to perform engineering and surveying services in the state of Texas. The team has extensive experience with projects funded by both the State and Federal Government and specifically with Texas Water Development Board.</p>



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to Select a Bond Counsel for the REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-004 BOND COUNSEL SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.

RECOMMENDATION:

Staff recommends that the Commission approve the selection of the firm(s) responding to RFP #2025-1104-004 for Bond Counsel Services to support the City's participation in the Texas Water Development Board Drinking Water State Revolving Fund (DWSRF) Program. This action will authorize staff to begin contract negotiations and secure the legal expertise necessary to prepare bond documents, ensure compliance with state and federal requirements, and guide the City through the financing process for DWSRF-funded drinking water projects.

RATIONALE:

The City requires experienced bond counsel to provide legal guidance on the structuring, issuance, and compliance aspects of debt instruments associated with the DWSRF Program. Proposals submitted under RFP #2025-1104-004 were evaluated using published criteria that included firm qualifications, municipal bond experience, familiarity with TWDB financing requirements, and demonstrated capacity to support the City throughout the funding process. The recommended firm exhibited the strongest combination of legal expertise, relevant experience, and understanding of DWSRF program obligations, ensuring the City is well-positioned for successful project financing and regulatory compliance. See the BID tabulation attached for reference.

BUDGET IMPACT:

There is no anticipated impact to the General Fund, as bond counsel services procured through this RFP are eligible for reimbursement under the TWDB DWSRF Program, subject to project approval and adherence to program guidelines. All associated legal costs will be incorporated into the overall project budget and funded through DWSRF loan and/or grant proceeds, with any required local match or non-reimbursable expenses to be identified and presented to the Commission prior to final contract execution.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

RFP Legal Notice - San Benito News 2025-1104-004 - BOND COUNSEL SERVICES

Bid Tabulation #2025-1104-004 Bond Counsel Services

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



**CITY OF SAN BENITO
REQUEST FOR PROPOSALS
AND
STATEMENT OF QUALIFICATIONS
RFP #2025-1104-004
BOND COUNSEL SERVICES**

The City of San Benito (“City”) is soliciting Request for Proposals (RFP) and Statement of Qualifications from interested qualified professionals to provide the following: assist in obtaining loan and to provide legal opinion with respect to assessing the viability of authorizing and issuing evidences of indebtedness by the City for capital financing or refinancing; preparation of resolution, indenture or other authorizing and securing the Bonds (the “Resolution”) and other authorizing documents as necessary.

Sealed Statements of Qualifications (SOQ) will be accepted until 5:00 P.M. on Monday, December 15, 2025, delivered to the City of San Benito, Attention: Ruth McGinnis, City Secretary, 401 N. Sam Houston Blvd., San Benito, Texas, 78586. Bids will be publicly opened on December 16, 2025, at 10:00 A.M.

The RFP documents may be downloaded from the City of San Benito’s website at <http://www.cityofsanbenito.com/>. SOQ received after the deadline will not be considered. The award of the bond counsel services contract is scheduled for consideration by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, January 6, 2026, at 5:30 P.M.

The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City.

11/21/2025



Bond Counsel Services Bid Tabulation #2025-1104-004

Vendors	Timely Submittal of Proposal	Resumes/Contract	Certificate of Interested Parties Form 1295	W9 Form	Comment
Frost Brown Todd LLP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Our team will also provide special services not ordinarily required in connection with the issuance of bonds, including disclosure services between bond issues with respect to the City's financial situation, credit ratings, financial reports, IRS examinations, proposed and pending legislation, and SEC arbitrage and related compliance.
1100 Louisiana Street, Suite 4300 Houston, Texas 77002					
713-590-9300					
Norton Rose Fulbright US LLP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	We enjoy a reputation as one of the leading public finance firms in the country, with a current ranking of third in the nation in par amount of bonds issued. Firm has leveraged our experience with the Texas Water Development Board revolving fund loan programs to facilitate millions of dollars in grant funding or zero-interest loans to our clients.
98 San Jacinto Blvd., Suite 1100 Austin, Texas 78701-4255					
512-536-2421					
Winstead PC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Have worked on some of the largest and most innovative transactions in the State of Texas. Serves as bond counsel to cities and counties in all facets of public finance, including public improvement district financings, issuance of assessment revenue bonds, combination contract revenue and special assessment bonds, and the refunding of those obligations.
112 East Pecan Street, Suite 725 San Antonio, Texas 78205					
210-277-6800					



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to Select Administrative and Professional Services for the REQUEST FOR PROPOSALS RFP #2025-1104-005 ADMINISTRATIVE and PROFESSIONAL SERVICES for the Texas Water Development Board DRINKING WATER STATE REVOLVING FUND PROGRAM.

RECOMMENDATION:

Staff recommends that the governing body authorize the selection and contract negotiation with the firm(s) responding to RFP #2025-1104-005 Administrative and Professional Services for the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) Program. This action will allow the City to secure qualified administrative, financial, and professional support necessary to manage the planning, development, and implementation of DWSRF-funded projects in compliance with state and federal requirements.

RATIONALE:

The City issued RFP #2025-1104-005 to obtain specialized administrative and professional services required under the TWDB DWSRF Program, including project administration, financial management, environmental documentation support, reporting, and compliance oversight. These services are essential to ensure that the City meets all TWDB program requirements, maintains eligibility for reimbursement, and successfully advances critical drinking water infrastructure improvements. After reviewing and scoring all proposals in accordance with the published evaluation criteria, staff determined that the recommended firm(s) demonstrated the strongest qualifications, relevant experience, and capacity to support the City's DWSRF projects. Selecting a qualified service provider at this stage supports timely project delivery and reduces administrative risk.

See the BID tabulation attached for reference.

BUDGET IMPACT:

Administrative and professional services procured through this RFP are eligible for reimbursement through the TWDB DWSRF Program, subject to approval of the City's project funding and adherence to program requirements. Contract costs will be incorporated into the overall project budget and funded through the DWSRF loan and/or grant allocations. Any local match requirements or non-reimbursable expenses will be identified and presented to the Commission prior to contract execution.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

RFP Legal Notice - San Benito News 2025-1104-005 - ADMIN & PROF

SVCS - DRINKING WTR FUND PROGRAM
Bid Tabulation #2025-1104-005 Administrative and Professional Services
for the Drinking Water State Revolving Fund Program

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



**CITY OF SAN BENITO
REQUEST FOR PROPOSALS
RFP #2025-1104-005
ADMINISTRATIVE and PROFESSIONAL SERVICES for the
DRINKING WATER STATE REVOLVING FUND PROGRAM**

The City of San Benito, Texas, is applying for funding from the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) program. The City wishes to enter into a contract with a firm that can provide professional services required to successfully secure funding for this program. These services may include some or all of the following: financial, managerial, and technical expertise relating to governance policies, finance, operations, utility management, and coordination with regulatory agencies.

Sealed Requests for Proposals(RFP) will be accepted until 5:00 P.M. on Monday, December 15, 2025, delivered to the City of San Benito, Attention: Ruth McGinnis, City Secretary, 401 N. Sam Houston Blvd., San Benito, Texas, 78586. Bids will be publicly opened on December 16, 2025, at 10:00 A.M.

The RFP documents may be downloaded from the City of San Benito's website at <http://www.cityofsanbenito.com/>. RFPs received after the deadline will not be considered. The award of the administrative and professional services contract is scheduled for consideration by the City Commission at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, located at 401 N. Sam Houston Blvd., San Benito, Texas, 78586, at its meeting to be held on Tuesday, January 6, 2026, at 5:30 P.M.

The City of San Benito reserves the right to negotiate with any and all persons or firms. The City of San Benito also reserves the right to refuse and reject any or all RFPs.

11/21/2025



Administrative and Professional Services for the Drinking Water State Revolving Fund Program Bid Tabulation #2025-1104-005

Vendors	Timely Submittal of Proposal	Conflict of Interest CIQ Form	Certificate of Interested Parties Form 1295	Certificate of Liability Insurance	Proposed Cost	Comments
Water Finance Exchange Inc (WFX) 8510 Doyle Dr., Alexandria, VA 22308 720-272-0452	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Estimated Cost \$124,183.50 Amount covered by Philanthropy(50%) \$62,091.75 Costs to be Reimbursed \$62,091.75	WFX's mission is to help communities access funding, financing, and expertise to implement resilient, and sustainable water infrastructure solutions.



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Change Order Number 1, submitted by KLM Engineering, Inc., in addition to the original contract for the Freddy Fender Tower Rehabilitation Project, for an additional cost of \$11,600.00.

RECOMMENDATION:

Staff recommends approval.

RATIONALE:

This change is requested due to the discovery of severe corrosion and metal loss in the water tower's dollar plate. KLM Engineering recommends installing a new 1/4-inch steel plate over the entire existing dollar plate and fully seal-weld all areas to the roof plates to restore structural integrity.

BUDGET IMPACT:

Fund 46- Capital Improvement Account

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

Change Order No. 1
Tower Pictures

PREPARED BY: Fred Sandoval
City Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



January 21, 2026

Mr. Fred Sandoval
City Manager
City of San Benito
401 North Sam Houston Boulevard
San Benito, TX 78586

By Email

Owner RFP No. 2025-11-02
ISG Project No. 33200
KLM Project No: 5259-25
Description: Freddy Fender Tower
Contractor: Tanksco, Inc.

Change Order No. 1 – The following change order is in addition to the original contract.

- To plate over the entire dollar plate with new ¼” steel and butt weld it to current roof plates. Fully seal weld all areas.

Total Additional Authorized Work: \$11,600.00

Original Contract Amount	\$1,468,280.00
Change Order No. 1	<u>\$ 11,600.00</u>
New Contract Balance	\$1,479,880.00

APPROVALS:

City of San Benito:

By: _____ Title: _____ Date: _____



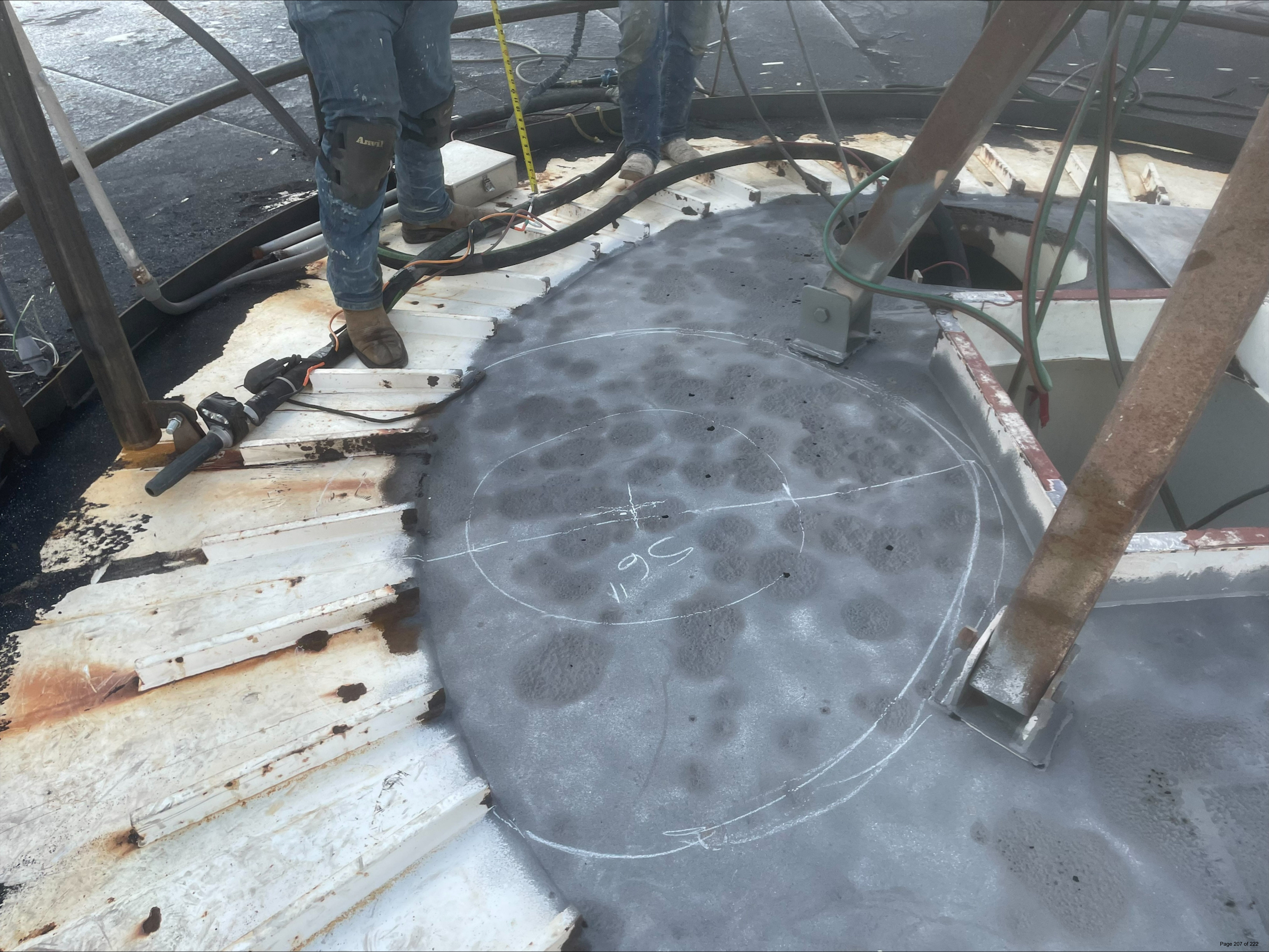
Contractor: Tanksco, Inc.:

By: Saul Bocanegra Title: President Date: 01/21/2026

KLM Engineering, Inc.:

By: Scott Brine Title: Project Field Supervisor Date: January 21, 2026









EXECUTIVE SUMMARY

REQUEST:

Consider a possible action to approve a weather insurance application with Vortex Insurance Agency, LLC, for Rain Insurance Coverage for the 2026 Hog Waddle Event in the amount of \$25,193.00.

RECOMMENDATION:

Staff recommends approval of the application with Vortex Insurance Agency, LLC for rain insurance coverage for the 2026 Hog Waddle event in the amount of \$25,193.00. This coverage will help protect the City's financial interests and ensure the success of this important community event.

RATIONALE:

The Hog Waddle is a major cultural and economic event for the City, attracting residents and visitors from across the region. Weather-related disruptions can lead to substantial financial losses and negatively affect community engagement. Securing rain insurance through Vortex Insurance Agency provides a proactive risk management solution, safeguarding the City's investment in the event and ensuring continuity of operations regardless of weather conditions.

BUDGET IMPACT:

The cost of the rain insurance policy is \$25,193.00 and will be funded from the Hog Waddle event budget within the Parks and Recreation Department. No additional appropriations are required beyond the existing event budget allocation.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

App_City_of_San_Benito_109414
RainFlyer_Concerts
WeatherWorks Info Sheet

PREPARED BY: Fred Sandoval
City Manager

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

VORTEX WEATHER INSURANCE APPLICATION

Agent Name Andrew Klaus **Agent No.** 91660

Name of Applicant City of San Benito
Applicant's Address 401 Sam Houston Blvd.
City San Benito **State** TX **Zip Code** 78586 **Telephone** (956) 897-1048
Contact Person Diana Garza
Email Address dgarza@cityofsanbenito.com **Fax** _____
Website _____

Your Operations Describe your business, your operations that may have a weather-related loss, and describe the potential loss.
 (Examples: 1. Municipal government; snow plowing; increased material and overtime costs from heavier storms; 2. Non-profit hospital; outdoor charity raffle; rain causes reduced attendance, and revenue drops.)
Outdoor event: rain can cause diminished attendance and lost revenue.

Weather Insurance

(Limits requested must be less than or equal to a reasonable estimation of your potential weather loss.)

Event Type: _____ **Aggregate Limit** (the most we will pay for all loss): **\$300,000**

Event Location	Event Date(s)	Event Hours	Hours of Coverage	Occurrence Limit
(Ex: Taos, NM, 87571)	(Ex: 3/24/08 to 3/28/08)	(Ex: 7:00AM to 7:00PM)	(Ex: 10:00AM to 4:00PM)	(Ex: \$5,000 per day)
1501 Cesar Gonzales, San Benito, TX 78586	3/14/2026		12:00 PM to 7:00 PM	\$300,000

Rain

Total Accumulation (in inches) Describe how you wish to be protected for rain, and indicate the amount in one of the boxes below.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Describe
.01"	.05"	.10"	.25"	.50"	1.0"	Other	

Dry Hours

Check this box when you want *less than* the amount of rain indicated in the table above for:

Consecutive dry hours
(or)

Total dry hours

(Example: If you want less than a twentieth of an inch of rain for 3 hours in total, mark an "x" in the box above ".05" and put "3" in Total dry hours.)

Additional
Comments

Other Options

<input type="checkbox"/> Minimum Temperature	<input type="checkbox"/> Snow	<input type="checkbox"/> Hurricane
<input type="checkbox"/> Maximum Temperature	<input type="checkbox"/> Lightning	<input type="checkbox"/> Tornado
<input type="checkbox"/> Fog	<input type="checkbox"/> Wind (miles per hour)	<input type="checkbox"/> Other
<input type="checkbox"/> Cancellation of the Event Coverage (cancellation by other than the insured; example: State Government order)		
<input type="checkbox"/> Other Limits Provisions (Describe)		

Description / Details for above

Weather Verification for Claims (type Reporting Agency used)

- | |
|---|
| <input type="checkbox"/> Nearest National Weather Station as determined by Vortex Insurance Agency |
| <input type="checkbox"/> Qualified Independent Weather Observer as determined between applicant and Vortex Insurance Agency |
| <input checked="" type="checkbox"/> Third party remote sensing or monitoring service (example: Doppler radar monitoring) |
| |

Acknowledgement / No Coverage Bound

The applicant acknowledges that:

- 1. The applicant understands that this application for insurance may not be accepted for coverage, and that the applicant has no coverage unless and until the applicant's premium payment has been received by Vortex Insurance Agency, LLC or a properly authorized sub-producer of Vortex Insurance Agency, LLC, and a coverage binder or policy has been issued by Vortex Insurance Agency, LLC;**
- 2. The applicant understands that this application and premium payment must be received by Vortex Insurance Agency, LLC or its sub-producer at least seven (7) days prior to the requested inception date of coverage;**
- 3. The applicant understands that, if issued, the policy cannot be cancelled by the applicant or the insurer after the premium has been accepted by Vortex Insurance Agency, LLC or its sub-producer from the applicant;**
- 4. The applicant understands that, if issued, the policy will not be renewed; and**
- 5. The applicant understands that, if issued, the entire binder or policy shall be null and void if, whether before or after a loss, the applicant has concealed or misrepresented any material fact or circumstance regarding this insurance or the subject thereof, or the interest herein, or in case of any fraud or false swearing by the applicant relating thereto. Premiums that are already paid for the time period for which coverage has been rescinded will be refunded.**

IMPORTANT NOTICE TO APPLICANTS

Fraud Warning Statement:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. (IN MARYLAND, SUCH ACTIONS MUST BE DONE KNOWINGLY AND WILLFULLY.)

Additional Fraud Warning Statements:

Notice to Colorado applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Notice to District of Columbia applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to Florida applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. In Florida, the felony is of the third degree.

Notice to Kentucky applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Notice to Maine applicants: WARNING - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Notice to New Jersey applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to New York applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Notice to Ohio applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Notice to Oklahoma applicants: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Notice to Oregon applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to Pennsylvania applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Notice to Puerto Rico applicants: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. If

aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Notice to Tennessee, Virginia & Washington applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

I have read and understand the above Important Notice to Applicants and Acknowledgements, and I am authorized by the Applicant to apply for this coverage.

Signature: Authorized Representative for the Applicant

Date



Agent's Signature
(and license number, if applicable)

Date



More Encore, Less Downpour

Help Protect Your Concert Revenue from Bad Weather

Rain can put a damper on any event, and if your business depends on good weather, excessive rain is the last thing you need. In the past, your only option may have been to keep your fingers crossed and hope for the best. Now there's a better solution.

Vortex Weather Insurance

- ✓ When used properly, weather insurance can be a revenue stabilization tool.
- ✓ Our quote process is simple and our professionals can help determine your specific rain risk in minutes.
- ✓ Our policies are customizable. The duration, coverage, limit, payout structure, and rain threshold are tailored to your needs and budget.
- ✓ Claims are typically processed in less than two weeks. No proof of loss or damage is necessary.
- ✓ Rainfall amounts are determined by hyper-localized, qualified third-party data.

How To Work With Us

Give this flyer to your insurance agent and have them connect with us. We **love** working with local agents!

Instantly create and review custom quotes in our portal: portal.vortexinsurance.com

Call us at (866) 997-2469

Visit vortexinsurance.com

You Choose the Rain Insurance You Need

Hourly Rainfall

Whether you want to insure three hours of your event or a few morning and evening hours, we can create a policy that works for you. Plus, you choose the level of hourly rain that defines the threshold for triggering your policy. Rain thresholds range from (but are not limited to) 0.01" – 1.0".

Periods of Rainfall

Rain can impact your business beyond a specific event. For example, one inch of rain over the three-day period can cause worry, while twenty inches of rain over the course of your operating season can also be troublesome. That's where partial coverage policies come in, which can cover hours, days, or even seasons for the specific needs of your business.



info@vortexinsurance.com
7400 W. 132nd St., Ste. 260,
Overland Park, KS 66213

www.vortexinsurance.com

WeatherWorks Claim Determination

BEGINNING IN 2025, VORTEX IS OFFERING HYPERLOCAL, CERTIFIED HOURLY RAINFALL MEASUREMENTS FOR CLAIM DETERMINATION, POWERED BY WEATHERWORKS. Since 2018, we have relied on NOAA's Stage IV gridded hourly rainfall dataset, which has served our clients well. With rapid, continuous improvements in meteorological technologies and data analytics, Vortex fervently believes that our clients would benefit from the incorporation of such advancements. We are pleased to partner with WeatherWorks to benefit our clients.



Several reasons for this change include:

- ✓ Offering our clients the newest cutting-edge rainfall measurement technology
- ✓ Faster verifications leading to faster claims processing and payouts
- ✓ The continued importance of using a third-party independent source for claim determination

For over 35 years, WeatherWorks has provided detailed, site-specific, and easy-to-understand Certified Past Weather Reports. Their service includes a complete analysis of the meteorological data pertinent to a particular event, including an hourly weather table with rainfall amounts.

As part of the production of the report, a professional meteorologist will review all available weather data within and surrounding the insured location, including but not limited to:

- ✓ Automated Surface Observing Systems (ASOS)
- ✓ Automated Weather Observing Systems (AWOS)
- ✓ Meteorological Assimilation Data Ingest Systems (MADIS)
- ✓ Weather Underground
- ✓ Cooperative Observer Network (COOP)
- ✓ Community Collaborative Rain, Hail and Snow Network (CoCoRaHS)
- ✓ Doppler Radar Images
- ✓ Multi-Radar Multi-Sensor System (MRMS)
- ✓ Gauge Adjusted Radar Rainfall (GARR)

Each report is certified by the meteorologist performing the review and made available to the insured through Vortex's online weather insurance portal.

**For more information,
please visit
weatherworksinc.com**





EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to ratify payment to OMT Utilities for emergency repairs to a collapsed manhole at the intersection of Lovett Road and Business Highway 77 in the amount of \$56,000.00.

RECOMMENDATION:

Staff recommends approval.

RATIONALE:

A collapsed manhole approximately 7–8 feet deep was removed and replaced with a new fiberglass manhole, including a composite ring and cover. All connections were properly reestablished to ensure continued system operation and to prevent further infrastructure damage or service disruption to flows originating from the Comfort Lift Station.

BUDGET IMPACT:

Utility System Repairs: 05-5-0932-0527

RESOURCE PERSONNEL:

Edward Enriquez, Director of Administrative Services

EXHIBITS: OMT UTILITIES (2)

PREPARED BY: Edward Enriquez
Director of Public Works

01/27/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

OMT UTILITIES
 Luis Reyes III
 1910 S. PLEASANTVIEW
 WESLACO, TX 78596

Invoice

Date 1/15/2026
 Invoice # 7353

Bill To
 City of San Benito
 401 N. Sam Houston Blvd
 San Benito, Tx. 78586

Ship To

P.O. #
 Terms

Ship Date 1/15/2026
 Due Date 1/15/2026
 Other

Description	Qty	Rate	Amount
EMERGENCY MANHOLE REPAIR			
*****LOVETT RD. & BUSINESS 77*****			
Remove collapsed cement manhole approximately 7'-8' deep. Replace with new fiberglass manhole. Replace new concrete flooring and cement flooring inside manhole. Install concrete collar around manhole cover. Excavate Lovett Rd. , break and remove existing concrete around manhole. Backfill with stabalized sand including compaction. Make all connections into manhole.		56,000.00	56,000.00

Thank you for allowing my business.

OMT UTILITIES
 luisreyes034@yahoo.com

956-778-0140

Subtotal	\$56,000.00
Sales Tax (0.0%)	\$0.00
Total	\$56,000.00
Payments/Credits	\$0.00
Balance Due	\$56,000.00



EXECUTIVE SUMMARY

REQUEST:

Consultation with legal counsel to deliberate and discuss the adoption of a standardized City Manager Evaluation Instrument pursuant to Texas Government Code §551.071 and §551.074(a)(1)(2), Personnel Matter.

RECOMMENDATION:

Executive Session.

RATIONALE:

Executive Session.

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Consultation with legal counsel to deliberate and discuss the Personnel Policy Manual of the City of San Benito pursuant to Texas Government Code §551.071 and §551.074, Personnel Matter.

RECOMMENDATION:

Executive Session.

RATIONALE:

Executive Session.

BUDGET IMPACT:

RESOURCE PERSONNEL:

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to adopt a standardized City Manager Evaluation instrument.

RECOMMENDATION:

Pending City Commission decision.

RATIONALE:

Pending City Commission decision.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
 City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action pertaining to the Personnel Policy Manual of the City of San Benito.

RECOMMENDATION:

Pending City Commission decision.

RATIONALE:

Executive Session.

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
City Manager

01/28/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager