



**NOTICE OF THE REGULAR MEETING OF  
THE CITY OF SAN BENITO CITY COMMISSION  
APRIL 7, 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.

**PROCLAMATION(S)**

1. Presentation of a proclamation honoring the late Mr. Raul Saldana, Sr., for his leadership and pioneering contributions to the migrant movement.

**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 City Manager's Report.

## **PUBLIC HEARING(S)**

1. Public Hearing on a request to rezone a property located near the intersection of South McCulloch Street and Yost Road bearing a Legal Description: A 20.00 acre tract of land, more or less, being the West One-Half (W ½) of the Northeast Quarter (N.E. ¼) of block Thirty-Four (34), San Benito Land and Water Company Subdivision, City of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Cameron County Map Records from SF-1 "Single Family One" to PDD "Planned Development District". Applicant: Alfonso Federico De Leon Guerra.
2. Public Hearing on a request for a Conditional Use Permit to place a Storage Building greater than 200 square feet at a property located at 560 Doherty Street zoned SF-1 "Single Family One" bearing a Legal Description of: Lots Three (3) and Four (4), Block Three (3), Fourth Addition, to the City of San Benito Cameron County, Texas according to the Map of the said addition recorded in Volume 2, Page 22, Map Records of Cameron County, Texas. Applicant: Jose M. Leal Jr.
3. Public Hearing on a request for a Conditional Use Permit to operate a Bar and Grill at a property located at 236 West Robertson Street, zoned C-1 "Commercial Restricted Business" bearing a Legal Description of: Lot Number Nine (9), Block Twenty-One (21), Original Townsite of San Benito, Cameron County, Texas according to map recorded in Volume 2, Page 5, Map Records of Cameron County, Texas. Applicant: Lorena Rangel.
4. Public Hearing on a request for a Conditional Use Permit to place a Portable Building greater than 200 square feet at a property located at 151 South Helen Moore Road zoned LI "Light Industry" bearing a Legal Description of a 15.90 tract of land comprised of the East 7.95 acres out of Lot 11, and the East 7.95 acres out of Lot 12, Block 128, San Benito Land and Water Company Subdivision, Cameron County, Texas according to the map thereof recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas. Applicant: South Texas ISD.

## **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 March 3, 2026 City of San Benito Regular City Commission Meeting.

2. Consideration and possible action to approve a request for a Conditional Use Permit to place a Storage Building greater than 200 square feet at a property located at 560 Doherty Street zoned SF-1 “Single Family One” bearing a Legal Description of: Lots Three (3) and Four (4), Block Three (3), Fourth Addition, to the City of San Benito Cameron County, Texas according to the Map of the said addition recorded in Volume 2, Page 22, Map Records of Cameron County, Texas. Applicant: Jose M. Leal, Jr.
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#### **ITEMS FOR INDIVIDUAL CONSIDERATION(S)**

1. First Reading of Ordinance Number 2252-BF-042126, a request to rezone a property located near the intersection of South McCulloch Street and Yost Road bearing a Legal Description: A 20.00 acre tract of land, more or less, being the West One-Half (W ½) of the Northeast Quarter (N.E. ¼) of block Thirty-Four (34), San Benito Land and Water Company Subdivision, City of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Cameron County Map Records from SF-1 “Single Family One” to PDD “Planned Development District”. Applicant: Alfonso Federico De Leon Guerra.
2. First Reading of Ordinance Number 2252-BG-042126, an ordinance amending Zoning Ordinance Number 2252-T-05-2024, and any other amending ordinances codified in the Code of Ordinances in Chapter 14A, Section 5.08, pertaining to “Fences” and amending the fence regulations and repealing any other ordinances in conflict therewith, as provided by the City of San Benito and providing for an effective date.
3. First Reading of Ordinance 2129-D amending Ordinance Number 2129-C, renaming the Cesar Chavez Holiday to Community and Labor Heritage Day.

4. Consideration and possible action to approve Resolution Number 2026-0407-001(R), a resolution suspending the May 9, 2026, effective date of the proposal submitted by Texas Gas Service Company, a division of One Gas, Inc., to implement interim grip rate adjustments for gas utility investment in 2025 and requiring delivery of this resolution to the company and legal counsel.
5. Consideration and possible action to approve Resolution Number 2026-0407-002(R), a resolution approving the San Benito Economic Development Corporation, Inc.'s Small Business Investment Program Agreements with Healthy Hut Kitchen and Noe's Mexican Cafe.
6. Consideration and possible action to approve Resolution Number 2026-0407-003(R), a resolution approving proposed projects of the San Benito Economic Development Corporation, Inc. pertaining to Project Sergeant Hulka, engineering and optional construction Professional Services Agreement; eminent domain authorization through Ordinance; adoption of Pipeline Crossing Agreement.
7. Consideration and possible action to approve an Amended Interlocal Agreement with the San Benito Economic Development Corporation, Inc., regarding Administrative Services, Sponsorships, and Use of City Properties.
8. Consideration and possible action to approve a License Agreement for Temporary Staging Area for extreme weather events with AEP Texas, Inc., at the San Benito Fairgrounds.
9. Consideration and possible action to approve a Pipeline Crossing Agreement between Union Pacific Railroad Company and City of San Benito, and authorize payment of \$10,000 for Project Number 0803552, the installation of one new underground 4-inch PVC sanitary sewer pipe across Railroad property at Mile Post 17.52 near San Benito, Cameron County, Texas.
10. Discussion and possible action to authorize the City Manager to initiate, negotiate, and execute a contract with an alternative proposer under RFP-2026-0010 for amended exclusive municipal solid waste collection and disposal services.
11. Discussion and possible action to not respond to the Public Utility Commission of Texas 2026 Consumer Price Index (CPI) adjustment to municipal telecommunications right-of-way access line rates.

12. Consideration and possible action to approve renewal of the 2026 membership dues and sponsorship for the City of San Benito with the San Benito Chamber of Commerce, in the amount of \$17,500.00.
13. Consideration and possible action to approve the purchase of twenty (20) Dell desktop computers for public use at the San Benito Public Library, from SHI Government Solutions, Inc., for an amount not to exceed \$27,808.80.
14. Consideration and possible action to approve ratification of payment for Change Order Number 2 submitted by KLM Engineering, Inc., for additional work associated with the Freddy Fender Tower Rehabilitation Project, in the amount of \$15,300.00.
15. Consideration and possible action to approve the purchase of three Motorola APX6500 in-car emergency radios for the San Benito Police Department patrol vehicles from South Texas Communications for the total amount of \$21,575.40.

#### **EXECUTIVE SESSION**

1. Attorney-client consultation pursuant to Section 551.071 of the Texas Government Code regarding Rios v San Benito, et al; Cause Number 2024-DCL-06091; 197th Judicial District Court; Cameron County, Texas.
2. Pursuant to Texas Government Code, Section 551.074 – Deliberation concerning the evaluation of the City Manager.

#### **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 action on items discussed in executive session.

#### **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: March 30, 2026

CITY OF SAN BENITO

Ricardo Guerra

Honorable Ricardo Guerra  
Mayor

STATE OF TEXAS  
COUNTY OF CAMERON

§  
§

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:

Presentation of a proclamation honoring the late Mr. Raul Saldana, Sr., for his leadership and pioneering contributions to the migrant movement.

### RECOMMENDATION:

The City Commission is honored to present this proclamation to Mr. Saldana's family.

### RATIONALE:

This proclamation recognizes the late Mr. Raul Saldana Sr.'s enduring legacy of service, advocacy, and leadership on behalf of migrant families and the broader community of San Benito. His efforts helped advance awareness, opportunity, and support for underserved populations, leaving a lasting impact on the City. Presenting this proclamation allows the City Commission to formally honor his contributions, preserve his legacy, and acknowledge the historical and social significance of his work for future generations.

### BUDGET IMPACT:

None.

### RESOURCE PERSONNEL:

Ricardo Guerra

EXHIBITS:           None

PREPARED BY: Ricardo Guerra  
Mayor

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



## EXECUTIVE SUMMARY

REQUEST:

Presentation of City Manager's Report.

RECOMMENDATION:

Presentation Only. No Action.

RATIONALE:

The City Manager's Report provides the City Commission and the public with updates on municipal operations, departmental activities, ongoing projects, and key initiatives. This presentation promotes transparency, ensures effective communication regarding the status of City programs and services, and allows for informed discussion on matters impacting the community. It also provides an opportunity for the City Commission to receive updates on strategic priorities, budgetary considerations, and operational challenges.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:           None

PREPARED BY: Fred Sandoval  
                          City Manager

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



## EXECUTIVE SUMMARY

REQUEST:

Public Hearing on a request to rezone a property located near the intersection of South McCulloch Street and Yost Road bearing a Legal Description: A 20.00 acre tract of land, more or less, being the West One-Half (W ½) of the Northeast Quarter (N.E. ¼) of block Thirty-Four (34), San Benito Land and Water Company Subdivision, City of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Cameron County Map Records from SF-1 “Single Family One” to PDD “Planned Development District”. Applicant: Alfonso Federico De Leon Guerra.

RECOMMENDATION:

Public Hearing, No Action.

RATIONALE:

A Public Hearing Notice was published in the San Benito News on March 13, 2026. Public Hearing Notices were mailed to the property owners within a 200’ radius of the subject property.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

200' Radius Map  
Public Hearing Notice

PREPARED BY: Monica L. Roriguez

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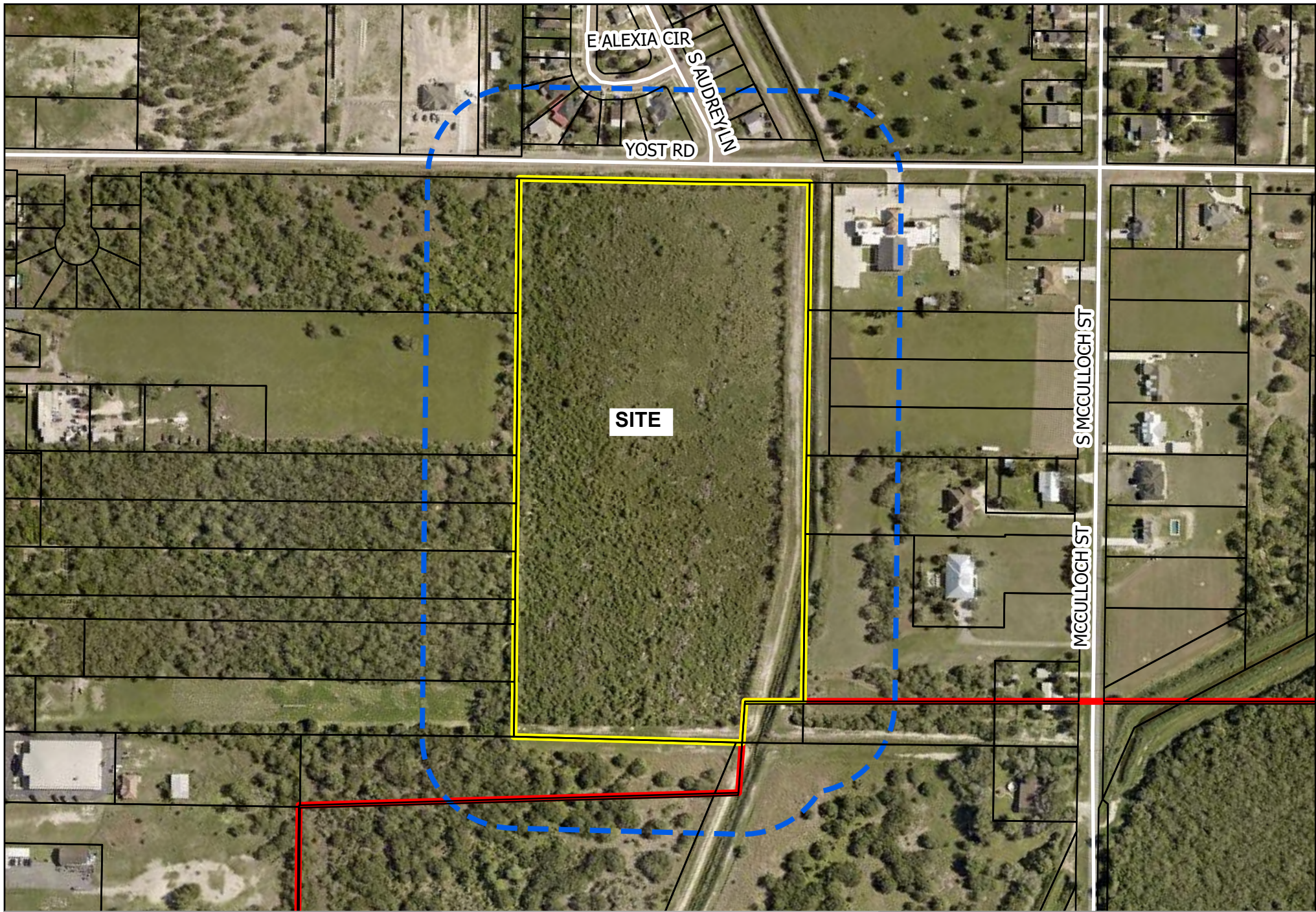
Planning Manager

03/29/2026

Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



**SAN BENITO**  
THE SOUL OF SOUTH TEXAS

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

Drawn by: KC

**200' Radius Map  
San Nicolas Estates  
Rezone from SF-1 to PDD**

**Legend**

- CCAD\_Parcels\_012026
- PROPERTY LINES
- 200' RADIUS
- COSB\_CITY\_LIMITS\_243
- STREETS

PUBLIC  
NOTICESPUBLIC  
NOTICESPUBLIC  
NOTICES

## CITY OF SAN BENITO NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Regular Meeting to consider the following items in a Public Hearing on Thursday, March 26, 2026 at 5:45 p.m. In addition, the San Benito City Commission will consider the same items, in a Public Hearing on Tuesday, April 7, 2026, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following requests:

**Conditional Use Permits:**

**Public Hearing:** To solicit input regarding a request for a Conditional Use Permit to place a Storage Building greater than 200 square feet at a property located at 560 Doherty Street zoned SF-1 "Single Family One" bearing a Legal Description of: Lots Three (3) and Four (4), Block Three (3), Fourth Addition, to the City of San Benito Cameron County, Texas according to the Map of the said addition recorded in Volume 2, Page 22, Map Records of Cameron County, Texas. Applicant: Jose M. Leal, Jr.

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

(3-13-26)



## EXECUTIVE SUMMARY

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### RECOMMENDATION:

Public Hearing, No Action.

### RATIONALE:

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### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

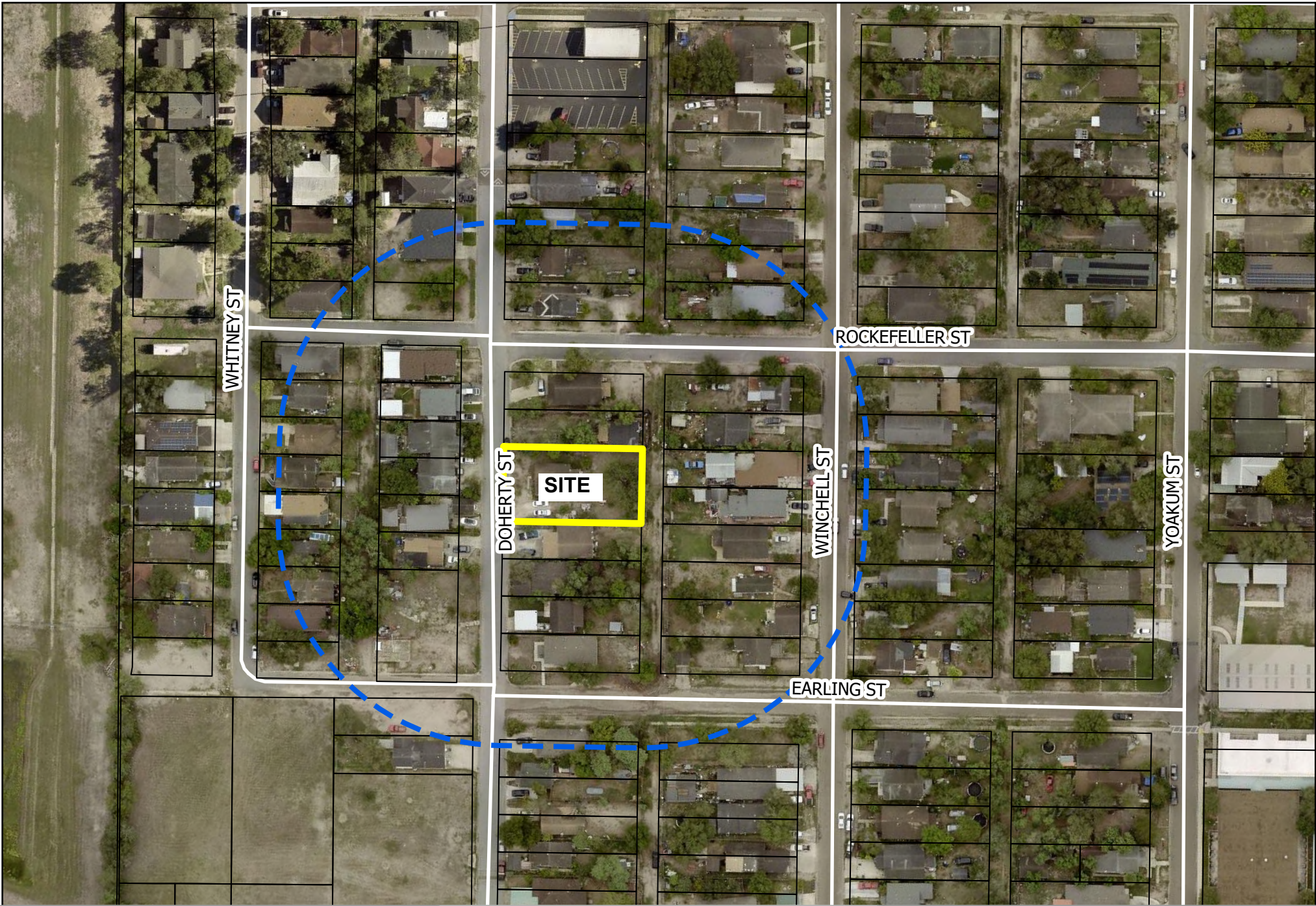
200' Radius Map  
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez  
Planning Manager

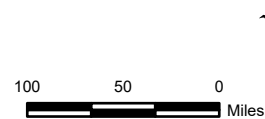
03/29/2026  
Date

*Fred R. Sandoval*





Fred Sandoval  
City Manager



**200' Radius Map**  
**560 Doherty St.**  
**Conditional Use Permit Storage Shed**



**Legend**

-  PROPERTY LINES
-  200' RADIUS
-  CCAD\_COSB\_PARCELS
-  STREETS

PUBLIC  
NOTICESPUBLIC  
NOTICESPUBLIC  
NOTICES

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**Public Hearing:** To solicit input regarding a request for a Conditional Use Permit to place a Portable Building greater than 200 square feet at a property located at 151 South Helen Moore Road zoned LI "Light Industry" bearing a Legal Description of: A 15.90 tract of land comprised of the East 7.95 acres out of Lot 11, and the East 7.95 acres out of Lot 12, Block 128, San Benito Land and Water Company Subdivision, Cameron County, Texas according to the map thereof recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas. Applicant: South Texas ISD

**Rezone:**

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(3-13-26)



## EXECUTIVE SUMMARY

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### RECOMMENDATION:

Public Hearing, No Action.

### RATIONALE:

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### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

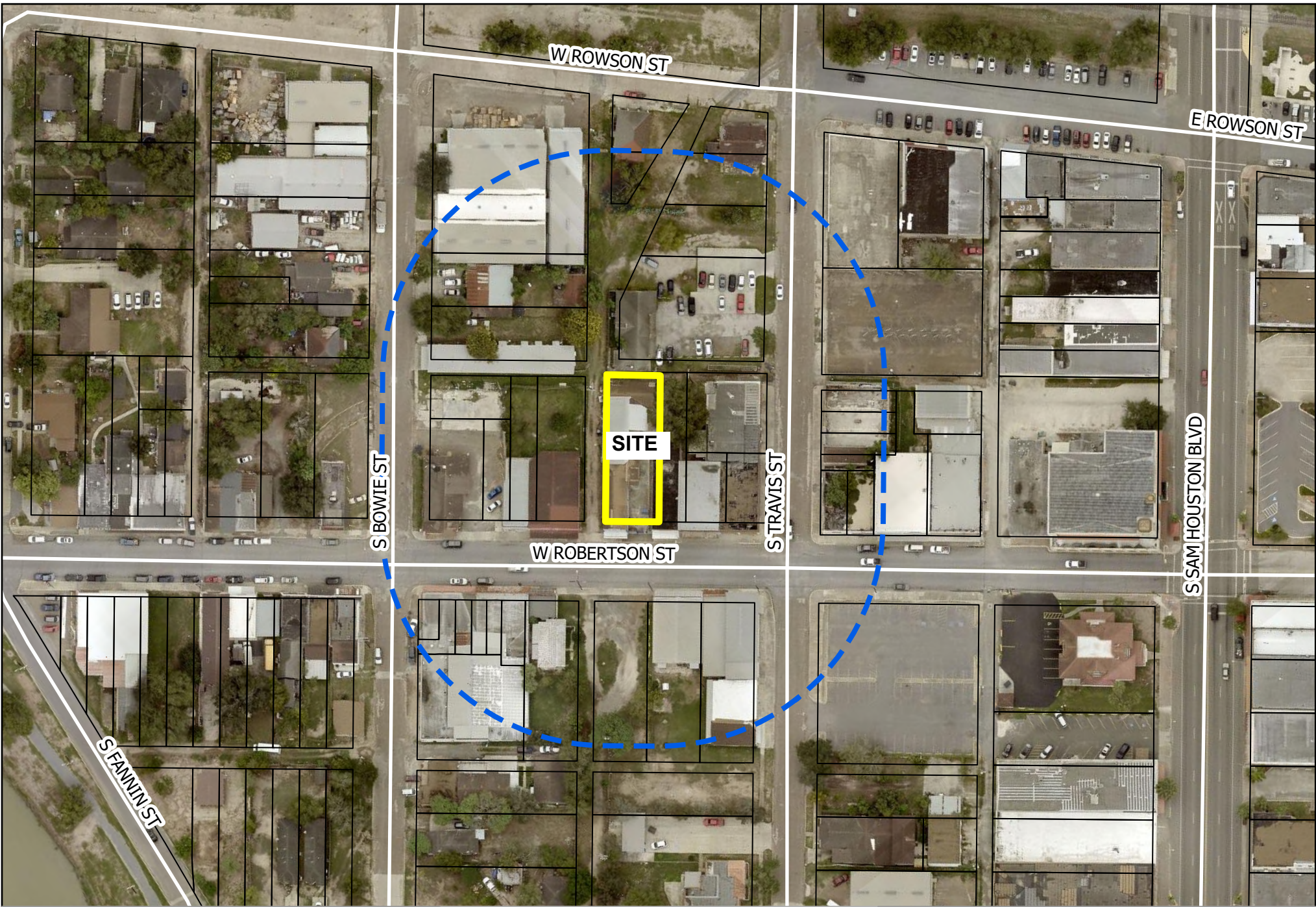
200' Radius Map  
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date




*Fred R. Sandoval*


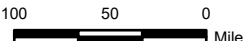
Fred Sandoval  
City Manager



**200' Radius Map**  
**236 W. Robertson St.**  
**Conditional Use Permit (Alcohol)**

**Legend**

-  PROPERTY LINES
-  200' RADIUS
-  CCAD\_COSB\_PARCELS

**PUBLIC NOTICES**

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(3-13-26)



## EXECUTIVE SUMMARY

### REQUEST:

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### RECOMMENDATION:

Public Hearing, No Action.

### RATIONALE:

A Public Hearing Notice was published in the San Benito News on March 13, 2026. Public Hearing Notices were mailed to the property owners within a 200’ radius of the subject property. Attached is a letter received in opposition to the proposed portable building.

### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

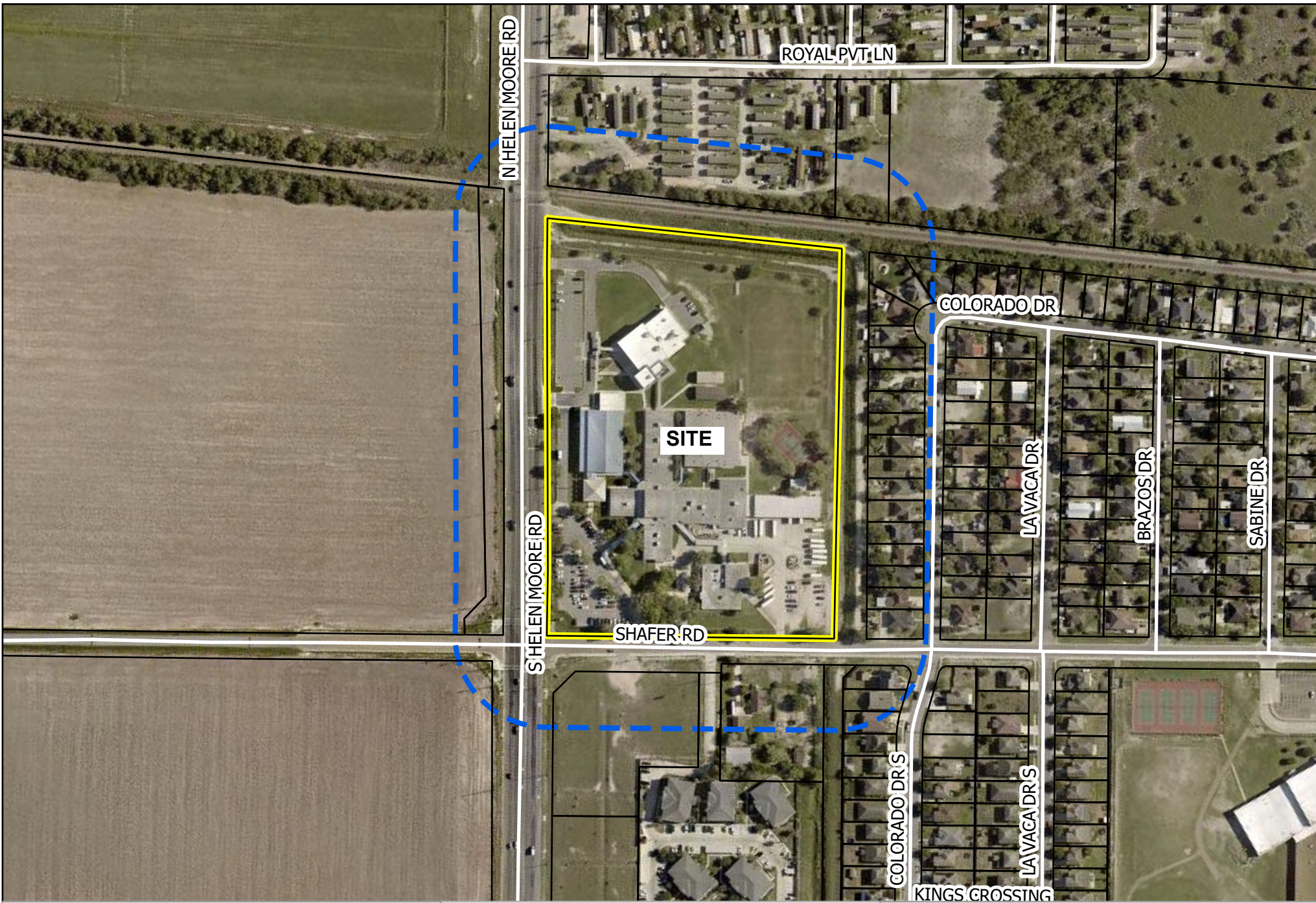
200' Radius Map  
Public Hearing Notice  
Opposition Letter

PREPARED BY: Monica L. Rodriguez  
Planning Manager

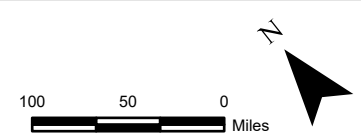
03/29/2026  
Date

*Fred R. Sandoval*




Fred Sandoval  
City Manager



**200' Radius Map**  
**151 S. Helen Moore Rd.**  
**Conditional Use Permit (Portable Building)**



**Legend**

	CCAD_Parcels_012026
	PROPERTY LINES
	200' RADIUS
	STREETS

**PUBLIC NOTICES**

**PUBLIC NOTICES**

**PUBLIC NOTICES**

## CITY OF SAN BENITO NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Regular Meeting to consider the following items in a Public Hearing on Thursday, March 26, 2026 at 5:45 p.m. In addition, the San Benito City Commission will consider the same items, in a Public Hearing on Tuesday, April 7, 2026, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following requests:

**Conditional Use Permits:**

**Public Hearing:** To solicit input regarding a request for a Conditional Use Permit to place a Storage Building greater than 200 square feet at a property located at 560 Doherty Street zoned SF-1 "Single Family One" bearing a Legal Description of: Lots Three (3) and Four (4), Block Three (3), Fourth Addition, to the City of San Benito Cameron County, Texas according to the Map of the said addition recorded in Volume 2, Page 22, Map Records of Cameron County, Texas. Applicant: Jose M. Leal, Jr.

**Public Hearing:** To solicit input regarding a request for a Conditional Use Permit to operate a Bar and Grill at a property located at 236 West Robertson Street zoned C-1 "Commercial Restricted Business" bearing a Legal Description of: Lot Number Nine (9), Block Twenty-One (21), Original Townsite of San Benito, Cameron County, Texas according to map recorded in Volume 2, Page 5, Map Records of Cameron County, Texas. Applicant: Lorena Rangel.

**Public Hearing:** To solicit input regarding a request for a Conditional Use Permit to place a Portable Building greater than 200 square feet at a property located at 151 South Helen Moore Road zoned LI "Light Industry" bearing a Legal Description of: A 15.90 tract of land comprised of the East 7.95 acres out of Lot 11, and the East 7.95 acres out of Lot 12, Block 128, San Benito Land and Water Company Subdivision, Cameron County, Texas according to the map thereof recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas. Applicant: South Texas ISD

**Rezone:**

**Public Hearing:** To solicit input regarding a request to rezone a property located near the intersection of South McCulloch Street and Yost Road bearing a Legal Description: A 20.00 acre tract of land, more or less, being the West One-Half (W ½) of the Northeast Quarter (N.E. ¼) of Block Thirty-Four (34), San Benito Land and Water Company Subdivision, City of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Cameron County Map Records from SF-1 "Single Family One" to PDD "Planned Development District". Applicant: Alfonso Federico De Leon Guerra.

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

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

(3-13-26)



March 24, 2026

City of San Benito  
Planning & Zoning Commission  
c/o Planning & Development Department  
401 N. Sam Houston Boulevard  
San Benito, TX 78586

**Re: Opposition to Conditional Use Permit — Portable Building Greater than 200 Square Feet at 151 South Helen Moore Road (South Texas ISD Rising Scholars Academy); Public Hearing Scheduled March 26, 2026**

Dear Chair and Members of the Planning & Zoning Commission:

We write in strong opposition to the above-referenced request by South Texas ISD (“STISD”) for a Conditional Use Permit to place an additional portable building on the Rising Scholars Academy campus at 151 South Helen Moore Road, San Benito, Texas. The subject property is located within a tract zoned LI “Light Industry” and is bordered to the south by commercially-zoned lots (C-1) that we developed and continue to own. We have a direct and material interest in protecting the value and marketability of those adjacent commercial properties.

We respectfully urge the Commission to deny this application for the following reasons:

**1. The Ordinance Already Limits Portable Buildings, and Four Already Exist on This Site.**

San Benito’s Zoning Ordinance No. 2252, Section 6, provides that “no more than one Portable Building shall be allowed on a lot regardless of zone or size.” Where a lot is used for commercial, institutional, or similar purposes, more than one portable building may be located on a lot only by conditional use permit.

City staff initially indicated that the campus has two portable classroom buildings on site. However, a drive-by inspection of the campus and current satellite imagery (attached hereto as Exhibits) reveals that there are in fact four portable buildings on the property (two classrooms and two maintenance / storage buildings), each appearing to exceed 200 square feet. If the campus already has four portable structures, some presumably lacking permits, this application seeks to authorize a fifth. We respectfully request that the Commission direct staff to verify how many portable buildings currently exist on this campus, confirm how many conditional use permits have been issued for portable buildings at this location, and determine whether each existing portable



building was properly permitted. We feel that no additional portable buildings should be approved until the status of all existing structures is resolved.

Approving yet another portable building—potentially the fifth on a single campus—compounds a pattern that is plainly at odds with the ordinance’s intent to limit the proliferation of portable structures. Each successive portable building erodes the purpose of the zoning limitation and sets a precedent that effectively converts the restriction into a rubber stamp.

## **2. Portable Buildings Produce Adverse Visual and Economic Impacts on Adjacent Commercial Property.**

The lots we own immediately to the south are zoned C-1 and are uniquely positioned for commercial development. There are no other commercially zoned lots in the vicinity. We developed these lots when we developed the Class-A “Villages at Paso Real” apartments, and in doing so we improved the surrounding community, increased property values, and raised the bar for development. We continually evaluate national development prospects this site and receive a steady stream of inquiries regarding its potentials. We have intentionally placed restrictive use covenants on our lots to protect their value and to ensure that future land use promotes the development of the site in a way that benefits both ourselves and our surrounding neighbors at large.

Portable building structures—wood or metal-sided, skirted trailers placed on blocks—are among the lowest-quality structures allowed under any zoning classification. Portable structures of this type are inconsistent with the quality of development the City should expect along Helen Moore Road, and their presence discourages commercial investment. The 200-foot radius notification map included with this application demonstrates that our property falls squarely within the zone of direct impact. The conditional use standard requires the Commission to find that the proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity. An additional portable building on a campus that already has four or more such structures fails that test. **The Commission should weigh this direct economic harm to an adjacent landowner against STISD’s convenience in avoiding the cost and planning required for permanent construction.**

## **3. STISD Has the Financial Capacity to Construct Permanent Facilities.**

South Texas ISD is not a small, resource-constrained rural district. It is a tri-county special-purpose district that levies a property tax across the entirety of Cameron, Hidalgo, and Willacy Counties—a taxing jurisdiction of over 3,600 square miles encompassing some of the fastest-growing property values in the state. According to STISD’s own audited financial reports, the district’s general net position exceeded \$175 million as of 2022, with over \$40 million in unassigned fund balances available for discretionary spending. By comparison, overlapping ISDs such as Edinburg CISD—serving 34,000 students—reported only \$64 million in total fund balance. STISD serves approximately 4,500 to 5,000 students district-wide. On a per-student basis, STISD is one of the (if not “the”) wealthiest school districts in the Rio Grande Valley. A district with this level of financial capacity should not be granted a conditional use permit to place yet another portable building when it plainly has the resources to plan and construct permanent classroom space.

#### **4. Enrollment Trends Do Not Support Permanent Expansion—Much Less Temporary Expansion.**

Public school enrollment across South Texas has been declining. The Texas Education Agency and independent analyses from Texas A&M's Private Enterprise Research Center confirm that Brownsville ISD alone lost 16% of its enrollment between fall 2019 and fall 2024—the largest percentage drop among major Texas districts. This region-wide decline is driven by demographic shifts, charter school competition, and migration patterns. STISD, as an open-enrollment magnet district, is not immune to these trends. A district seeking to add another portable classroom should be required to demonstrate, with current and projected enrollment data specific to this campus, that existing permanent facilities and the multiple existing portable buildings are at capacity. No such data has been provided to the public.

#### **5. Texas's New School Choice Law Will Further Erode Public School Enrollment.**

On May 3, 2025, Governor Abbott signed Senate Bill 2 into law, establishing Texas's first universal school voucher program effective for the 2026–27 school year. The program provides Education Savings Accounts of approximately \$10,000 per student per year, with enhanced amounts for students with disabilities. An estimated 80,000 to 100,000 students statewide are expected to participate in the first year alone. State budget analysts project program costs ballooning from \$1 billion to nearly \$8 billion by 2030–31. The clear policy trajectory is to redirect students—and the per-pupil funding that follows them—out of traditional public school campuses and into private alternatives. **It would be imprudent for this Commission to approve a permanent land-use entitlement for temporary classroom space at the very moment that state policy is designed to reduce public school enrollment.** STISD should demonstrate how its enrollment projections account for the impact of SB 2 before adding facilities of any kind.

#### **6. STISD's Own Virtual Academy Undercuts the Need for Physical Classroom Space.**

STISD itself operates a Virtual Academy campus serving students in grades 6 through 12, now in its fourth year of operation. If the district is experiencing enrollment pressure at Rising Scholars Academy, it has an in-house mechanism to absorb students without adding physical structures—its own virtual school. The existence of this option further undermines any claim that another portable building is necessary.

#### **7. STISD's Taxing Authority Is Under Active Legal Challenge.**

The Texas Supreme Court accepted an appeal in June 2025 challenging whether STISD has the legal authority to continue levying property taxes across three counties. The litigation arises from the fact that the district's taxing authority was originally voter-approved in 1974 for a rehabilitation district serving handicapped persons—not a magnet school district. The district repurposed itself in 1983 without a new voter authorization. If the Texas Supreme Court rules against STISD's taxing authority, the district's funding model—44% of which comes from that property tax—would be fundamentally disrupted. **Approving new facilities of any kind while the district's funding foundation is in active litigation before the state's highest court is premature, and if**

**the district should lose its authority to levy taxes, those “temporary” structures will become permanent.**

**8. “Temporary” Portable Classrooms Become Permanent Fixtures.**

As any member of this Commission familiar with school campuses in the Rio Grande Valley knows, portable classrooms described as “temporary” routinely remain on-site for decades. They deteriorate visually, attract deferred maintenance, and become a permanent blight on the surrounding area. School districts sell them to the public as a “cost conscious” method of temporarily increasing capacity at a site until permanent facilities can be built, but then **rather than permanently expand the existing campus, the district will go build another new school campus elsewhere in the region and the temporary classroom, having already served its purpose, will become a permanent campus storage facility until it falls into disrepair.** The four portable buildings already on this campus illustrate the pattern. The Commission should not approve a fifth structure under the fiction that it is temporary.

For all of the foregoing reasons, we respectfully request that the Planning & Zoning Commission deny the requested Conditional Use Permit. In the alternative, if the Commission is inclined to approve the request, we request that the following conditions be imposed at minimum: (a) a firm expiration date of no more than two years; (b) a cash performance bond sufficient to cover removal costs; (c) permanent architectural screening or fencing to shield the portable structure from view of adjacent commercial parcels; and (d) a prohibition on any further buildings on this campus absent construction of permanent replacement facilities.

We request that this letter and its attached exhibits be entered into the public record for the March 26, 2026 hearing.

Respectfully submitted,

Jeff Ray  
JTM III, LLC  
Owner, Adjacent Commercial Property  
(C-1 Lots South of Subject Tract)

**EXHIBIT A**



**EXIBIT B**



**EXHIBIT C**





## EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the minutes of the March 3, 2026 City of San Benito Regular City Commission Meeting.

RECOMMENDATION:

City Administration recommends approval.

RATIONALE:

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

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS:

Minutes March 3 2026 COSB RCCM

PREPARED BY: Ruth McGinnis  
City Secretary

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



## MINUTES OF THE CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING

On March 3, 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; Deborah A. Morales, Commissioner, Place 2; Pete A. Galvan, Commissioner Place 3; Jose E. Navarro, Commissioner Place 4; City Attorney Javier Villalobos.

Late arrival: Commissioner Jose E. Navarro arrived at 5:38 pm.

City Attorney Javier Villalobos arrived at 5:39 pm.

Not Present: Tom Goodman, Mayor Pro Tem; Attorney Eric Flores.

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 5:37 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 Ricardo Guerra led the invocation.

### ANNOUNCEMENT(S)

None.

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

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

Mr. Eddie Loa requested follow-up on previously discussed easement issue and expressed concern over a \$25,000 offer made to the City in exchange for relinquishing involvement. He noted differing positions among officials and raised concerns about potential long-term impacts and influence on the City's decision. He also questioned Attorney Flores representation and reported a lack of communication regarding possible solutions. He cited concerns about inconsistent code enforcement related to a neighboring property and urged that enforcement decisions remain fair and not be influenced by threats of legal action.

Ms. Jenna Serrano, Executive Director, Green Wildlife Sanctuary, commended the City on the Wetlands Grant and looking forward to acceptance and progress.

Ms. Samantha Colunga, Texas Water Resources Institute-Arroyo Colorado Watershed Partnership, stated assisted the City on the Wetlands Grant and looks forward to the acceptance by City.

Ms. Sara Stewart, County Extension Agent, Texas A&M AgriLife Extension serves San Benito and Cameron County and expressed the importance of the San Benito Wetlands being unique and one of its kind and excited to assist.

Noah Rodriguez, citizen, expressed his concern pertaining to the Flock Cameras citing different cities with negative citizen feedback.

## PRESENTATIONS

### PRESENTATION OF THE CITY MANAGER'S REPORT.

[Fred Sandoval, City Manager](#), announced that ARP is at the Library providing free Tax Service by appointment only. The Library will be having Annual Egg Extravaganza on April 4; our Canine Ghost received a new body armor; the Freddy Fender Tower should be completed in a few weeks with the same replica of what was up there; Employee Appreciation Day this Friday at Cesar Gonzalez Meeting Hall; Taking applications for our CDBG program; Cultural Heritage Museum Exhibit by local artist Ray Smith.

[Commissioner Deborah Morales](#) announced friendly reminder today is last day to vote.

### PRESENTATION OF THE CITY OF SAN BENITO KEY PERFORMANCE INDICATORS (KPI'S) FOR THE FIRST QUARTER OF FISCAL YEAR 2025-2026.

[Diana Garza, Assistant City Manager](#), provided detailed information on key performance indicators reports pertaining to City departments.

### PRESENTATION OF THE CITY OF SAN BENITO FINANCIALS FOR THE FOURTH QUARTER OF FISCAL YEAR 2024-2025.

[Stephanie Sarrionandia, Chief Finance Officer](#), provided the City Commission with financial information pertaining to the City's financial standing.

## ITEMS FOR INDIVIDUAL CONSIDERATION(S)

[City Manager Fred Sandoval](#) addressed the City Commission requesting to take out of sequence under Items for Individual Considerations, Items Number 15 and Number 17 at this time.

[Commissioner Deborah Morales](#) requested Item Number 23 to be taken out of sequence.

### ITEM 15. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0303-006(R), RECOGNIZING AND SUPPORTING THE TEXAS INDEPENDENCE CELEBRATION ASSOCIATION (THICA) EVENT TO BE HELD ON MARCH 14, 2026, AT THE SAN BENITO FAIRGROUNDS, AND ACKNOWLEDGING THE HISTORICAL SIGNIFICANCE OF THE TEXAS REVOLUTION.

[Leticia Gonzalez, THICA Reenactor and Board Member, and Julio Guerra, THICA Actor](#), on behalf of THICA promoting this event, advising they do many activities, and organizing fundraisers. Thanked the City Commission for bringing them back into the City to perform their reenactment.

[Commissioner Pedro Galvan](#) moved to approve Item 15, Resolution Number 2026-0303-006(R) , recognizing and supporting the Texas Independence Celebration Association (THICA) event to be held on March 14, 2026, at the San Benito Fairgrounds, and acknowledging the historical significance of the Texas Revolution, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

### ITEM 17. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMBULANCE SERVICE CONTRACT BETWEEN THE CITY OF SAN BENITO AND SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC., FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES AND EMERGENCY MEDICAL SERVICES (EMS).

[Fire Chief Efrain Bautista](#) introduced [Bill Aston, Director of STEC-EMS](#), to the Commission. [Mr. Aston](#) provided an overview of the emergency and non-emergency services offered by STEC-EMS, as well as the training programs made available to the City at no cost. Following the presentation, [Mr. Aston](#) formally requested the Commission's approval of the proposed contract between the City and STEC- EMS.

[Commissioner Pedro Galvan](#) moved to approve, Item 17, an ambulance service contract between the City of San Benito and South Texas Emergency Care Foundation, Inc., for the provision of emergency and non-emergency ambulance services and emergency medical services (EMS) for a three year contract, directing City Manager Sandoval take back agreement for term revision, motion seconded by [Commissioner Deborah Morales](#), and carried unanimously. [Mayor Ricardo Guerra](#) motioned [Nay](#).

**ITEM 23. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH CARPE NOX INDUSTRIES, LLC.**

Mayor Ricardo Guerra asked if anyone had questions pertaining to this item.

Commissioner Deborah Morales expressed concern over the reintroduction of the item, noting it had previously been denied and should have been returned to the Economic Development Corporation (EDC) for revision. She stated she supports only a short-term contract through March, contingent upon a formal evaluation, and does not support a long-term agreement without clear performance data. She raised concerns regarding transparency, contract management, and funding allocation, emphasizing the need for accountability.

Commissioner Morales supported denying the one-year contract and instead approving a short-term agreement, noting the importance of reviewing measurable outcomes before any extension.

Commissioner Pedro Galvan expressed concern that the agreement is a professional services contract with the Economic Development Corporation (EDC), requiring City Commission ratification under EDC bylaws. He noted the contract had previously been denied and questioned why it was not returned to the EDC for revision before resubmission. After confirming the agreement was for a one-year term, Commissioner Galvan stated his intent to make a motion to deny the proposed contract.

Commissioner Deborah Morales moved to deny the annual contract and take back to EDC. No second received.

Commissioner Pedro Galvan requested legal guidance in Executive Session.

**EXECUTIVE SESSION**

City Attorney Javier Villalobos announced as per Texas Government Code Section 551.071 Consultation with City Attorney; Closed Session.

City Commission convened into Executive Session at 6:58 p.m. and reconvened at 7:26 p.m.

- a) ITEM 23. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH CARPE NOX INDUSTRIES, LLC.

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

- a) ITEM 23. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH CARPE NOX INDUSTRIES, LLC.

Commissioner Deborah Morales moved to not do an annual contract, but do a contract term from January until the end of March 2026, with an evaluation, motion seconded by Commissioner Pedro Galvan. Mayor Ricardo Guerra and Commissioner Jose Navarro motioned Nay. Motion dies.

Mayor Ricardo Guerra moved to keep annual contract and in March do evaluation to keep Carpe Nox or terminate, for now keep Carpe Nox for the Hog Waddle, motion seconded by Commissioner Jose Navarro. Commissioner Deborah Morales motioned Nay. Motion passes.

Commissioner Deborah Morales requested to be excused, leaving the meeting to attend a commitment.

## PUBLIC HEARING(S)

Mayor Ricardo Guerra opened all Public Hearings together at 7:29 p.m., no comments received, and closed the floor at 7:32 p.m.

1. PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, AMENDING ORDINANCE NUMBER 2252, THE ZONING ORDINANCE OF THE CITY; PROVIDING AMENDMENTS TO THE ZONING REGULATIONS; PROVIDING ENFORCEMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.
2. PUBLIC HEARING ON AN ORDINANCE OF THE CITY OF SAN BENITO, AMENDING ORDINANCE NUMBER 2546, AND ANY OTHER AMENDING ORDINANCES CODIFIED IN THE CODE OF ORDINANCES PERTAINING TO "FLOOD DAMAGE PREVENTION"; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
3. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 762 EAST OTHO STREET BEARING A LEGAL DESCRIPTION OF: LOT TWELVE (12) BLOCK FOUR (4) THIRD ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR SAID ADDITION RECORDED IN VOLUME 2, PAGE 5 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ALMA DELIA CANTU.
4. PUBLIC HEARING ON REQUESTS TO REZONE PROPERTIES LOCATED AT 1010 AND 1020 RATLIFF STREET BEARING A LEGAL DESCRIPTION OF: BEING LOT ONE (1) TWO (2) AND THREE (3) BLOCK ONE EMMA PORTER ESTATES SAN BENITO, CAMERON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, PAGE 848-A, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM HI "HEAVY INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: CHARLES RATLIFF.
5. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 1123 EAST EIGHTH STREET BEARING A LEGAL DESCRIPTION OF: BEING 10.0-ACRE TRACT OF LAND OUT OF BLOCK 27, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMEON COUNTY, TEXAS, AND FURTHER BEING OUT OF CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANTS: FRANCISCO AND MIRIAM GALINDO.
6. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 351 CESAR GONZALEZ PARKWAY BEARING A LEGAL DESCRIPTION OF: BEING 5.01 ACRES OF LAND OUT OF THE SOUTHWEST 10.0 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: OVIDIO DE LA FUENTE III.

7. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 780 SOUTH FANNIN STREET BEARING A LEGAL DESCRIPTION OF: BEING THE SOUTH 35 FEET OF LOT SIX (6), ALL OF LOTS SEVEN (7) AND EIGHT (8) AND THE NORTH ONE-HALF (1/2) OF LOT NINE (9), WILKINSON SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 55, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ANTONIO VASQUEZ.
  
8. PUBLIC HEARING ON A REQUEST TO REZONE A PROPERTY LOCATED AT 942 EAST STENGER STREET BEARING A LEGAL DESCRIPTION OF: TRACT I: A 1.44 ACRE OF LAND BEING A PORTION OF BLOCK TWO (2) OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS AND TRACT II: BEING A 0.31 ACRE TRACT OF LAND, BEING PART OF BLOCK (2), OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS FROM C-1 "COMMERCIAL RESTRICTED BUSINESS" TO MH "MOBILE HOME". APPLICANTS: CARLOS AND ALICIA RUIZ.

[Jolie Aires](#) referenced 942 East Stenger by providing a map and stating it was a request to rezone from commercial, which brings in sales tax revenue to mobile home designation. The Mobile Home zoning per City of San Bento requires at least 25 sites for a Mobile Home RV Park and the proposal that was brought in is only eight sites and asked City Commission to side with Planning and Zoning Commission where they denied the rezone. She wanted to show the map as well, as this particular property is within 200 feet of an apartment complex and per the City of San Benito rezone requirements, a piece of property cannot go from C-2 to Mobile Home Designation being that close to an apartment complex. Requested for the City Commission to deny the rezone.

**CONSENT AGENDA ITEM(S)**

[Commissioner Pedro Galvan](#) moved to approved Consent Agenda Item 1, Item 2, Item 3, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

Item Number 4 requested out of order by [Commissioner Pedro Galvan](#).

**ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE FEBRUARY 3, 2026, CITY OF SAN BENITO REGULAR CITY COMMISSION MEETINGS.**

**ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE 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.**

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

**ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2637 ESTABLISHING THE KEEP SAN BENITO BEAUTIFUL ADVISORY BOARD.**

[Samantha Guzman](#) adhered to revising the terms to run with City Commission at the request of [Commissioner Pedro Galvan](#).

[Commissioner Pedro Galvan](#) moved to approved Consent Agenda Item 4, the second and final reading of Ordinance 2637, establishing the Keep San Benito Beautiful Advisory Board to run with three year terms, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

**ITEM(S) FOR INDIVIDUAL CONSIDERATION**

**ITEM 1. FIRST READING OF ORDINANCE NUMBER 2111-B, AN ORDINANCE AMENDING ORDINANCE NUMBER 2111 AND ORDINANCE NUMBER 2111-A, TO PROHIBIT THE ASSESSMENT OF ADDITIONAL LOCAL FEES FOR ALCOHOLIC BEVERAGE SALES FOR FOOD ESTABLISHMENTS THAT HAVE ALREADY PAID REQUIRED OPERATIONAL FEES AND REPEALING ANY OTHER ORDINANCES IN CONFLICT THEREWITH, AS PROVIDED BY THE CITY OF SAN BENITO.**

[First Reading, No Action.](#)

**ITEM 2. FIRST READING OF ORDINANCE NUMBER 2252-AX-031726, AMENDING ORDINANCE NUMBER 2252, AND ANY OTHER ORDINANCES, AND CODIFIED IN THE CODE OF ORDINANCES IN SECTION 12, SPECIAL USE AND REGULATIONS TO ADD SECTION 12.09 REGULATIONS FOR SMOKE SHOPS AND RELATED RETAIL ESTABLISHMENTS AND DEALING WITH RELATED MATTERS; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

[First Reading, No Action.](#)

**ITEM 3. FIRST READING OF ORDINANCE NUMBER 2252-AY-031726, AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, AMENDING ORDINANCE NUMBER 2252, THE ZONING ORDINANCE OF THE CITY, PROVIDING AMENDMENTS TO THE ZONING REGULATIONS, PROVIDING ENFORCEMENT, REPEALING ALL ORDINANCES IN CONFLICT, AND PROVIDING AN EFFECTIVE DATE.**

[First Reading, No Action.](#)

**ITEM 4. FIRST READING OF ORDINANCE NUMBER 2252-AZ-031726, A REQUEST TO REZONE PROPERTIES LOCATED AT 1010 AND 1020 RATLIFF STREET BEARING A LEGAL DESCRIPTION OF: BEING LOT ONE (1) TWO (2) AND THREE (3) BLOCK ONE EMMA PORTER ESTATES SAN BENITO, CAMERON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, PAGE 848-A, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM HI "HEAVY INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: CHARLES RATLIFF.**

[First Reading, No Action.](#)

**ITEM 5. FIRST READING OF ORDINANCE NUMBER 2252-BA-031726, A REQUEST TO REZONE A PROPERTY LOCATED AT 762 EAST OTHO STREET BEARING A LEGAL DESCRIPTION OF: LOT TWELVE (12) BLOCK FOUR (4) THIRD ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR SAID ADDITION RECORDED IN VOLUME 2, PAGE 5 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ALMA DELIA CANTU.**

[First Reading, No Action.](#)

ITEM 6. FIRST READING OF ORDINANCE NUMBER 2252-BB-031726, A REQUEST TO REZONE A PROPERTY LOCATED AT 1123 EAST EIGHTH STREET BEARING A LEGAL DESCRIPTION OF: BEING 10.0-ACRE TRACT OF LAND OUT OF BLOCK 27, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMEON COUNTY, TEXAS, AND FURTHER BEING OUT OF CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS FROM AO "AGRICULTURE AND OPEN SPACE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANTS: FRANCISCO AND MIRIAM GALINDO.

[First Reading, No Action.](#)

ITEM 7. FIRST READING OF ORDINANCE NUMBER 2252-BC-031726, A REQUEST TO REZONE A PROPERTY LOCATED AT 351 CESAR GONZALEZ PARKWAY BEARING A LEGAL DESCRIPTION OF: BEING 5.01 ACRES OF LAND OUT OF THE SOUTHWEST 10.0 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: OVIDIO DE LA FUENTE III.

[First Reading, No Action.](#)

ITEM 8. FIRST READING OF ORDINANCE NUMBER 2252-BD-031726, A REQUEST TO REZONE A PROPERTY LOCATED AT 780 SOUTH FANNIN STREET BEARING A LEGAL DESCRIPTION OF: BEING THE SOUTH 35 FEET OF LOT SIX (6), ALL OF LOTS SEVEN (7) AND EIGHT (8) AND THE NORTH ONE-HALF (1/2) OF LOT NINE (9), WILKINSON SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 55, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: ANTONIO VASQUEZ.

[First Reading, No Action.](#)

ITEM 9. FIRST READING OF ORDINANCE NUMBER 2252-BE-031726, A REQUEST TO REZONE A PROPERTY LOCATED AT 942 EAST STENGER STREET BEARING A LEGAL DESCRIPTION OF: TRACT I: A 1.44 ACRE OF LAND BEING A PORTION OF BLOCK TWO (2) OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS AND TRACT II: BEING A 0.31 ACRE TRACT OF LAND, BEING PART OF BLOCK (2), OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS FROM C-1 "COMMERCIAL RESTRICTED BUSINESS" TO MH "MOBILE HOME". APPLICANTS: CARLOS AND ALICIA RUIZ.

[First Reading, No Action.](#)

ITEM 10. FIRST READING OF ORDINANCE NUMBER 2546-01, AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, AMENDING ORDINANCE NUMBER 2546 AND ANY OTHER AMENDING ORDINANCES CODIFIED IN THE CODE OF ORDINANCES PERTAINING TO "FLOOD DAMAGE PREVENTION", REPEALING ALL ORDINANCES IN CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

[First Reading, No Action.](#)

**ITEM 11. CONSIDERATION AND POSSIBLE ACTION TO RATIFY RESOLUTION NUMBER 2026-0303-001(R), AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY OPERATION STONEGARDEN GRANT NUMBER 3186811 THAT THE OFFICE OF THE GOVERNOR ISSUES FOR THE PERIOD OF PERFORMANCE OF MARCH 1, 2026, THROUGH FEBRUARY 28, 2027.**

[Police Chief Mario Perea](#) advised resolution needed to submit to apply for funds. Looking at possibly receiving \$73,000.

[Commissioner Pete Galvan](#) moved to approve Item 11, Resolution Number 2026-0303-001(R) authorizing the Mayor or his designee to approve the application and acceptance of any Operation Stonegarden Grant Number 3186811 that the Office of the Governor issues for the period of performance of March 1, 2026, through February 28, 2027, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

**ITEM 12. CONSIDERATION AND POSSIBLE ACTION TO RATIFY RESOLUTION NUMBER 2026-0303-002(R), AUTHORIZING THE MAYOR OF HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY RIFLE RESISTANT BODY ARMOR GRANT 5733501 THAT THE OFFICER OF THE GOVERNOR ISSUES FOR THE PERIOD OF PERFORMANCE STARTING SEPTEMBER 1, 2026, THROUGH SEPTEMBER 30, 2027.**

[Police Chief Mario Perea](#) advised resolution needed to submit to apply for funds. Advised of a typo on the word officer after grant number should read office. We applied for \$23,261.25, not received yet.

[Commissioner Jose Navarro](#) moved to approve Item 12, to ratify Resolution Number 2026-0303-002(R), authorizing the Mayor of his designee to approve the application and acceptance of any Rifle Resistant Body Armor Grant 5733501 that the Officer of the Governor issues for the period of performance starting September 1, 2026, through September 30, 2027, motion seconded by [Commissioner Pedro Galvan](#), and carried unanimously.

**ITEM 13. CONSIDERATION AND POSSIBLE ACTION TO RATIFY RESOLUTION 2026-0303-003(R) AUTHORIZING THE MAYOR TO EXECUTE A TEXAS DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE TEMPORARY CLOSURE OF A STATE RIGHT-OF-WAY ON SAM HOUSTON BOULEVARD, FOR THE 1ST ANNUAL HOG WADDLE MINI KICKOFF PARADE TO BE HELD ON MARCH 7, 2026.**

[Diana Garza, Assistant City Manager](#) advised the City is partnering up with the San Benito CISD through their FFA Program to have pigs walk in front of our building, they are being sponsored by McCoy's.

[Commissioner Jose Navarro](#) moved to approve to ratify Item 13, Resolution Number 2026-0303-003(R) authorizing the Mayor to execute a Texas Department of Transportation Agreement for the temporary closure of a State Right-of-Way on Sam Houston Boulevard, for the 1st Annual Hog Waddle Mini Kickoff Parade to be held on March 7, 2026, motion seconded by [Commissioner Pedro Galvan](#), and carried unanimously.

**ITEM 14. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0303-004(R), A RESOLUTION APPROVING THE JOINT ELECTION BETWEEN THE SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF SAN BENITO FOR THE MAY 2, 2026, SCHOOL BOARD AND CITY COMMISSION ELECTIONS.**

[Ruth McGinnis, City Secretary](#) requested approval for City to hold joint election with San Benito Consolidated School District saving taxpayers monies and having more locations to vote at.

[Commissioner Pedro Galvan](#) moved to approve Item 14, to approve Resolution Number 2026-0303-004(R), a resolution approving the Joint Election between the San Benito Consolidated Independent School District and the City of San Benito for the May 2, 2026, School Board and City Commission Elections, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

**ITEM 15. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0303-006(R), RECOGNIZING AND SUPPORTING THE TEXAS INDEPENDENCE CELEBRATION ASSOCIATION (THICA) EVENT TO BE HELD ON MARCH 14, 2026, AT THE SAN BENITO FAIRGROUNDS, AND ACKNOWLEDGING THE HISTORICAL SIGNIFICANCE OF THE TEXAS REVOLUTION.**

[This item was moved out of order under Items for Individual Consideration.](#)

**ITEM 16. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SAN BENITO DRAINAGE MASTER PLAN PROJECT, INCLUDING AUTHORIZATION OF THE INTERLOCAL AGREEMENT AND ADOPTION OF RESOLUTION NUMBER 2026-0303-005(R) REGARDING THE FLOOD MITIGATION ASSISTANCE LOCAL MATCH AND RELATED ADDITIONAL SERVICES.**

[City Manager Fred Sandoval](#), stated this project goes back several years, the Drainage District will expand the scope to include all our drainage. Our original match is \$40,000.00.

[Commissioner Pedro Galvan](#) moved to approve Item 16, to approve the San Benito Drainage Master Plan Project, including authorization of the Interlocal Agreement and adoption of Resolution Number 2026-0303-005(R) regarding the Flood Mitigation Assistance local match and related additional services, motion seconded by [Commissioner Jose Navarro](#), and carried unanimously.

**ITEM 17. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMBULANCE SERVICE CONTRACT BETWEEN THE CITY OF SAN BENITO AND SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC. FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES AND EMERGENCY MEDICAL SERVICES (EMS).**

[This item was moved out of order under Items for Individual Consideration.](#)

**ITEM 18. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF SAN BENITO AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY FOR CYBERSECURITY SERVICES.**

[City Manager Fred Sandoval](#) stated this was recommended to the Assistant City Manager from our IT Department, no fee.

[Commissioner Pedro Galvan](#) moved to approve Item 18. Interlocal Cooperation Contract between the City of San Benito and the University of Texas Rio Grande Valley for Cybersecurity Services, motion seconded by [Commissioner Joe Navarro](#), and carried unanimously.

**ITEM 19. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH EXPRESS EMPLOYMENT PROFESSIONALS.**

Christine Castillo, Human Resources Director, stated this is for all positions pending to be filled.

Commissioner Jose Navarro moved to approve Item 19, to authorize the Mayor to enter into an agreement with Express Employment Professionals, motion seconded by Mayor Ricardo Guerra, and motion passed. Nay by Commissioner Pedro Galvan.

**ITEM 20. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN FLOCK GROUP, INCORPORATED, AND THE CITY OF SAN BENITO FOR THE POLICE DEPARTMENT TO INSTALL PAN-TILT-ZOOM VIDEO CAMERAS AT LANDRUM PARK AND FIRST RESPONDER PARK.**

Police Chief Mario Perea advised these cameras will be placed at Landrum Park and First Responders Park as a pilot program and will be paid out of the Police Department budget.

Commissioner Jose Navarro moved to approve Item 20, to authorize the mayor to sign an agreement between Flock Group, Incorporated, and the City of San Benito for the police department to install pan0tilt-zoom video cameras at Landrum Park and First Responder Park., motion seconded by Commissioner Pedro Galvan and carried unanimously.

**ITEM 21. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF SAN BENITO AND DIZZY PRODUCTIONS, LLC FOR HOG WADDLE 2026 STAGE, SOUND, AND LIGHTING SERVICES IN THE AMOUNT OF \$40,000.00.**

City Manager Fred Sandoval indicated this is for sound and lighting services for the 2026 Hog Waddle and recommends approval.

Commissioner Jose Navarro moved to approve Item 21, to approve a Contract between the City of San Benito and Dizzy Productions, LLC for Hog Waddle 2026 Stage, Sound, and Lighting Services in the amount of \$40,000.00, motion seconded by Commissioner Pedro Galvan, and carried unanimously.

**ITEM 22. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RATIFICATION OF AN AGREEMENT WITH CREATIVE BENEFIT ADMINISTRATORS FOR AFFORDABLE CARE ACT (ACA) REPORTING SERVICES.**

Christine Castillo, Human Resources Director, advised this company was recommended by our agent of record Valley Risk Consultants to work on the 1095's for our employees.

Commissioner Pedro Galvan moved to approve Item 22, to approve ratification of an agreement with Creative Benefit Administrators for affordable care act (ACA) reporting services, motion seconded by Commissioner Jose Navarro, and carried unanimously.

**ITEM 23. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH CARPE NOX INDUSTRIES, LLC.**

This item was moved out of order under Items for Individual Consideration and then taken into Executive Session.

**ITEM 24. CONSIDERATION AND POSSIBLE ACTION TO RATIFY A CONTRACT WITH HEART OF AMERICA SHOWS TO HOST A CARNIVAL AT THE SAN BENITO FAIRGROUNDS.**

City Manager Fred Sandoval, advised he was informed today, the agreement does not include any profit sharing to the City. This was to be part of the EDC, we did not have an approved contract with Carpe Nox, the money given to us today be returned to Heart of America.

Mayor Ricardo Guerra moved to approve Item 24, to approve ratification of a contract with Heart of America Shows to host a carnival at the San Benito Fairgrounds, motion seconded by Commissioner Jose Navarro, and motion passed. Nay by Commissioner Pedro Galvan.

**ITEM 25. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT A \$750,000 GRANT AWARD FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT LOCAL PARK NON-URBAN OUTDOOR GRANT PROGRAM FOR PARK IMPROVEMENTS AT THE SAN BENITO WETLANDS.**

Parks and Recreation Director Eloy Avila, advised his department had plenty of support, and presented Patty Alexander, she was a great help in getting the grant.

Commissioner Jose Navarro moved to approve Item 25, to accept a \$750,000 grant award from the Texas Parks and Wildlife Department local park non-urban outdoor grant program for park improvements at the San Benito Wetlands, motion seconded by Commissioner Pedro Galvan, and carried unanimously.

**ITEM 26. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT NUMBER 14 AND PAYMENT NUMBER 15 TO CAMERO COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA) PERTAINING TO THE CITY OF SAN BENITO COMMITMENT FOR NORTH WILLIAMS ROAD, PHASE I PROJECT, PER AGREEMENT NUMBER 2022-0510-4(A), IN THE AMOUNT OF \$32,033.28.**

Monica Rodriguez, Planning Manager, advised this is an ongoing project that's about 75% complete.

Commissioner Pedro Galvan moved to approve Item 26, to approve Payment Number 14 and Payment Number 26 to Cameron County Regional Mobility Authority (CCRMA) pertaining to the City of San Benito Commitment for North Williams Road, Phase I Project, Per Agreement Number 2022-0510-4(A), in the amount of \$32,033.28, motion seconded by Commissioner Jose Navarro, and carried unanimously.

**ITEM 27. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE ANNUAL PAYMENT TO GRANICUS, LLC, FOR THE RENEWAL SUBSCRIPTION OF LIVE STREAM SERVICES OF CITY MEETINGS IN THE TOTAL AMOUNT OF \$21, 638.61.**

Augustin Carrera, Library Director, advised this is for the digital agenda management system and live streaming for Commission Meetings. The system supports transparency, public access, and efficient meeting administration.

Commissioner Jose Navarro moved to approve Item 27, to approve the annual payment to Granicus, LLC, for the renewal subscription of live stream services of City meetings in the total amount of \$21,638.61., motion seconded by Commissioner Pedro Galvan, and carried unanimously.

**ITEM 28. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF ONE CHEVY SILVERADO POLICE PURSUIT VEHICLE FROM CALDWELL COUNTY CHEVROLET FOR THE SAN BENITO POLICE DEPARTMENT IN THE TOTAL AMOUNT OF \$51,580.00.**

Police Chief Mario Perea advised monies for this vehicle coming out of asset forfeiture.

Commissioner Jose Navarro moved to approve Item 28, approve the purchase of one Chevy Silverado Police Pursuit Vehicle from Caldwell County Chevrolet for the San Benito Police Department in the total amount of \$51,580.00, motion seconded by Commissioner Pedro Galvan, and carried unanimously

**ITEM 29. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF TWO DODGE DURANGO POLICE PURSUIT VEHICLES FROM DODGE CITY OF MCKINNEY FOR THE SAN BENITO POLICE DEPARTMENT IN THE TOTAL AMOUNT OF \$86,296.00.**

Police Chief Mario Perea advised these will go into the patrol fleet to replace those aging Ford Explorers that we have right now.

Commissioner Pedro Galvan moved to approve Item 29, to approve the purchase of two Dodge Durango Police Pursuit vehicles from Dodge City of McKinney for the San Benito Police Department in the total amount of \$86,296.00, motion seconded by Commissioner Jose Navarro, and carried unanimously.

**ITEM 30. CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENT TO TRI-COUNTY COMMUNICATIONS, LLC, FOR THE PURCHASE OF EMERGENCY EQUIPMENT FOR THE SAN BENITO FIRE DEPARTMENT UNIT NUMBER 415 IN THE AMOUNT OF \$21,000.00.**

Fire Chief Efrain Bautista advised this purchase is just for the emergency lights and the sirens for the new unit we received from Border Zone Grant.

Commissioner Pedro Galvan moved to approve Item 30, to approve payment to Tri-County Communications, LLC, for the purchase of Emergency Equipment for San Benito Fire Department Unit Number 415 in the amount of \$21,000.00, motion seconded by Commissioner Jose Navarro, and carried unanimously.

**ITEM 31. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RATIFICATION OF OMT UTILITIES FOR EMERGENCY REPAIRS TO A COLLAPSED UTILITY MANHOLE LOCATED AT THE INTERSECTION OF EXPRESSWAY 77/83 FRONTAGE AND WHALEN ROAD, IN THE AMOUNT OF \$59,000.00.**

Jose Lara, Foreman, Wastewater Maintenance, advised this was an emergency repair of collapsed manhole.

Commissioner Pedro Galvan moved to approve Item 31, to approve ratification of payment to OMT Utilities for Emergency Repairs to a collapsed utility manhole located at the intersection of Expressway 77/83 Frontage and Whalen Road, in the amount of \$59,000.00, motion seconded by Commissioner Jose Navarro, and carried unanimously.

**ITEM 32. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RATIFICATION OF PAYMENT TO SHI GOVERNMENT SOLUTIONS FOR THE ANNUAL RENEWAL OF ALL CITY EMPLOYEE'S ADOBE ACCOUNTS IN THE AMOUNT OF \$12,447.16.**

City Manager Fred Sandoval, advised we had an emergency with adobe and staff had had to renew our account.

Commissioner Pedro Galvan moved to approve Item 32, to approve ratification payment to SHI Government Solutions for the annual renewal of all City employee's adobe accounts in the amount of \$12,447.16, motion seconded by Commissioner Jose Navarro, and motion passed.

**ITEM 33. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RATIFICATION OF PAYMNET TO HOLT CAT INDUSTRIAL RENTALS FOR EMERGENCY RENTAL OF A TOW GENERATOR FOR THE SAN BENITO POLICE DEPARTMENT IN THE TOTAL AMOUNT OF \$24,131.60.**

[Police Chief Mario Perea](#), advised with ARPA money he purchased a generator to power the police department being that the old generator was failing. As we were doing the switch, we needed to get a backup generator, a rental in case power went down. These are rental fees for when we had there while they did the conversion. .

[Commissioner Pedro Galvan](#) moved to approve Item 33, approve ratification of payment to Holt Cat Industrial Rentals for emergency rental of a Tow Generator for the San Benito Police Department in the total amount of \$24,131.60, motion seconded by [Commissioner Jose Navarro](#), and motion passed.

**ADJOURNMENT**

There being no further business to come before the Commission, upon duly made motion [Mayor Ricardo Guerra](#) announced ADJOURNMENT at **8:10 P.M.**

**CITY OF SAN BENITO**

**HONORABLE RICARDO GUERRA  
MAYOR**

**ATTEST:**

\_\_\_\_\_  
**RUTH MCGINNIS  
CITY SECRETARY**



## EXECUTIVE SUMMARY

**REQUEST:**

Consideration and possible action to approve a request for a Conditional Use Permit to place a Storage Building greater than 200 square feet at a property located at 560 Doherty Street zoned SF-1 “Single Family One” bearing a Legal Description of: Lots Three (3) and Four (4), Block Three (3), Fourth Addition, to the City of San Benito Cameron County, Texas according to the Map of the said addition recorded in Volume 2, Page 22, Map Records of Cameron County, Texas. Applicant: Jose M. Leal, Jr.

**RECOMMENDATION:**

The Planning and Zoning Commission recommends approval.

**RATIONALE:**

The applicant is requesting a Conditional Use Permit to place a Storage Building greater than 200 square feet. The Land Use Chart requires a Conditional Use Permit. Therefore, a Conditional Use Permit is needed to comply with city ordinance.

**BUDGET IMPACT:**

N/A

**RESOURCE PERSONNEL:**

Monica Rodriguez, Planner I

**EXHIBITS:**

- Application
- Location Map
- Site Plan
- Zoning Map
- Land Use Chart

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager





# SAN BENITO

THE SOUL OF SOUTH TEXAS

400 N. Travis Street  
San Benito, TX 78586

PLANNING DEPARTMENT

## CONDITIONAL USE PERMIT APPLICATION

(956) 361-3800 (ph.)

(956) 361-3810 (fax)

#075154

### APPLICANT INFORMATION (Please PRINT or TYPE)

Name Jose M Leal Jr.

Address 560 Doherty St

City San Benito State TX Zip 78586

Phone No. [REDACTED] Fax No.                     

E-mail [REDACTED]

### PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Jose M Leal Jr

Address of Property 560 Doherty St

City San Benito State TX Zip 78586

Legal Description of Property: Lot 3 & 4, Block 3

Subdivision Fourth Addition

Existing Zoning Residential Existing Land Use Residential

### REQUIREMENTS

- ~\$250.00 (non-refundable)
- ~Site Plan (show scale, north arrow, property lines, location of streets, alleys, means of access, dimensions of existing/proposed structures, and parking plan)
- ~Tax Certificates (City, School)
- ~Warranty Deed

Please provide a basic description of the proposed project: Installed a 12' x 24' - 288sq ft Portable Storage building

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]

Date 3/2/2026

Print Name Jose M Leal Jr

Property Owner(s) Signature [REDACTED]

Date 3/2/2026



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

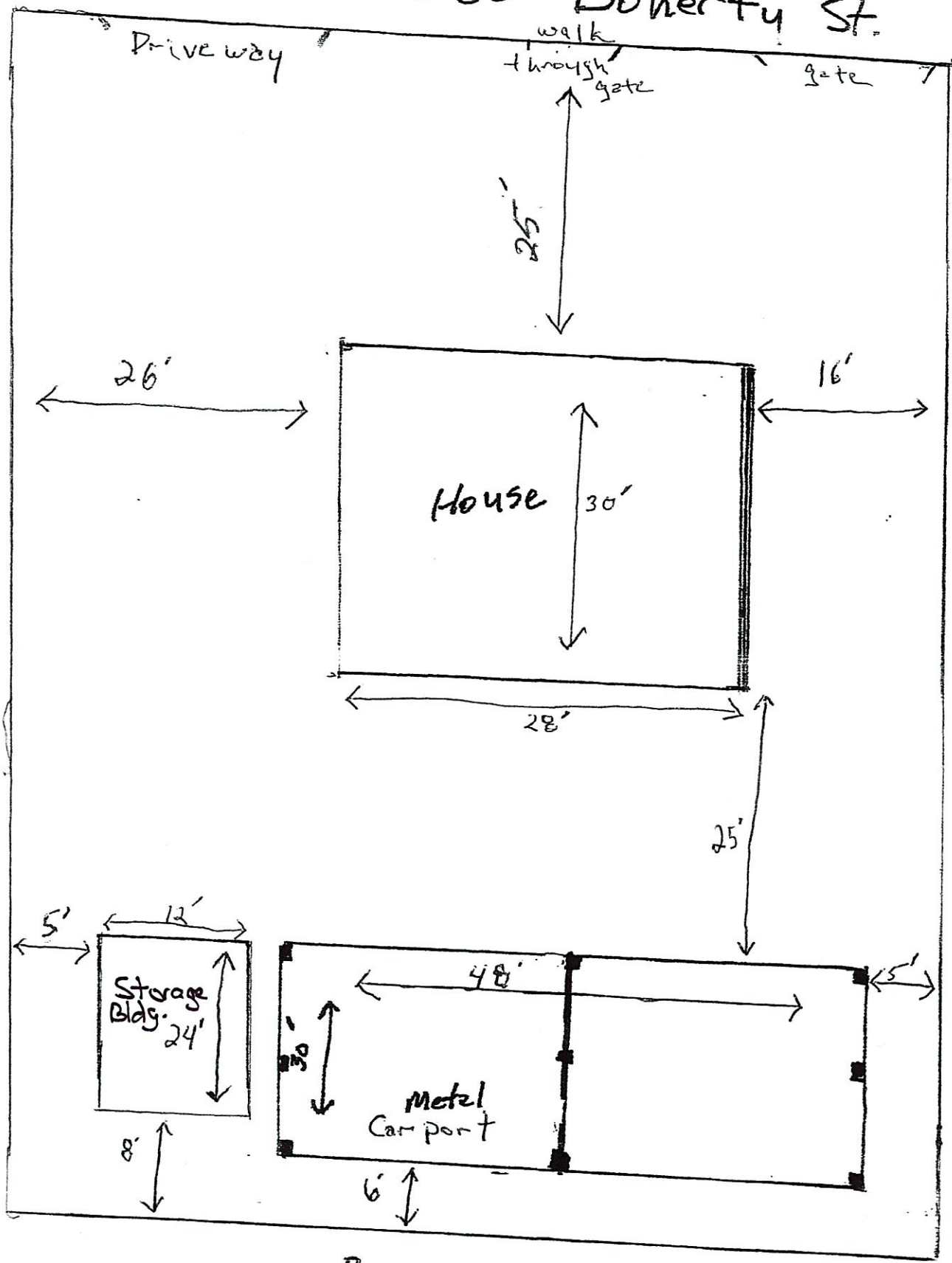
**Location Map  
 560 Doherty St.  
 Conditional Use Permit Storage Shed**

**Legend**

- PROPERTY LINES
- CCAD\_COSB\_PARCELS
- STREETS

N  
 100 50 0  
 Miles

W  
560 Doherty St.



Rear easement (Alley)  
E



**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

**RESIDENTIAL USES**

X	Permitted by Right
C	Conditional Use Permit Required
	Not Allowed

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Single-Family Dwelling	X	X	X	X	X	X	X	X	X			X	C
Double Family Dwelling/ Duplex			X	X			X	X	X			X	C
Multi-Family Dwelling				X			X	X	X			X	C
Mobile Home					X							C	C
Recreational Vehicle Campground					X							C	C
Recreational Vehicle		*	*	*	X	*	*	*	*	*	*	C	C
Garden Home/Patio Homes		C	C	X	X	X	X	X				X	C
Townhouses		C	C	X			X	X				X	C
Condominium		C	C	X			X	X				X	C

\* For Storage Purposes Only

School - Public	X	C	C	C	C			C	C	C	C	C	C
<b>Zoning Classifications</b>	<b>A-O</b>	<b>SF-1</b>	<b>SF-2</b>	<b>MF</b>	<b>MH</b>	<b>OP</b>	<b>NS</b>	<b>C-1</b>	<b>C-2</b>	<b>LI</b>	<b>HI</b>	<b>PDD</b>	<b>C/P</b>
Screen Print/Embroidery Shop						X		X	X	X		X	C
Seamstress						X		X	X				
Sewage, Pump Station	X							X	X	X	X	X	
Sexually Oriented Business								C	C				
Shooting Range (Indoor)	C								C	X	X	C	C
Sign Painting Shop								X	X	X	X		
Smoke Shop								C	C				
Specialty Gift Shop						C		X	X				C
Stadium								C	X	X		C	C
Stationery Store						X		X	X				
Statuary (Manufacturing)	C									X	X	C	C
Statuary Sales								X	X	X		C	C
Storage Building <= 200 sq. ft.		X	X	X	X	X	X	X	X	X	X	X	C
<b>Storage Building &gt;= 200 sq. ft.</b>		<b>C</b>	C	C	C	C	C	C	C	C	C	C	C
Studio - Music/Art						C		X	X				C
Swimming Pool		X	X	X	X	X	X	X	X	X	X	X	C
Tanning Salon								C	X			C	C
Tattoo Parlor								C	X			C	C
Taxi Company								X	X	X		C	C
Tennis/Swim Club		C	C	C	X	X	X	X	X	C		X	C
Tire Shop								X	X	X		X	C
Tortilla Factory							X	X	X	X	X	C	C
Tower	X				C	C	C		C	C	C		
Towing/Wrecker Service	C								C	C	X	C	C
Toy Store								X	X			C	C
Truck Stop	C							X	X	X	X	C	C
Upholstery Shop								X	X	X	X	C	C
Water Sales (Retail)								X	X	X		C	C



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve a request for a Conditional Use Permit to operate a Bar and Grill at a property located at 236 West Robertson Street zoned C-1 “Commercial Restricted Business” bearing a Legal Description of: Lot Number Nine (9), Block Twenty-One (21), Original Townsite of San Benito, Cameron County, Texas according to map recorded in Volume 2, Page 5, Map Records of Cameron County, Texas. Applicant: Lorena Rangel.

### RECOMMENDATION:

The Planning and Zoning Commission recommends approval.

### RATIONALE:

The applicant is requesting a Conditional Use Permit to operate a Bar and Grill. A Conditional Use Permit is required for a Bar and Grill in accordance with our land use chart and Ordinance 2111-A.

### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

Application  
Location Map  
Site Plan  
Zoning Map  
Land Use Chart  
Ordinance 2111-A

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager





# SAN BENITO

THE SOUL OF SOUTH TEXAS

400 N. Travis Street  
San Benito, TX 78586

PLANNING DEPARTMENT

## CONDITIONAL USE PERMIT APPLICATION

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

### APPLICANT INFORMATION (Please PRINT or TYPE)

Name Lorena Rangel

Address [REDACTED]

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 Jose A. Lerma Carmen R. Lerma

Address of Property 236 W Robertson St.

City San Benito State TX Zip 78586

Legal Description of Property: Lot 9 Block 21

Subdivision \_\_\_\_\_

Existing Zoning \_\_\_\_\_ Existing Land Use \_\_\_\_\_

### REQUIREMENTS

- \$250.00 (non-refundable)
- Site Plan (show scale, north arrow, property lines, location of streets, alleys, means of access, dimensions of existing/proposed structures, and parking plan)
- Tax Certificates (City, School)
- Warranty Deed

Please provide a basic description of the proposed project: A cozy restaurant bar inviting space that would feature a central bar and lounge seating. Locally Mexican food and offering served beers like small plates and appetizers.

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] Date 03-04-26

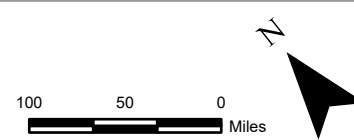
Print Name Lorena Rangel

Property Owner(s) Signature [REDACTED] Date 03-04-26

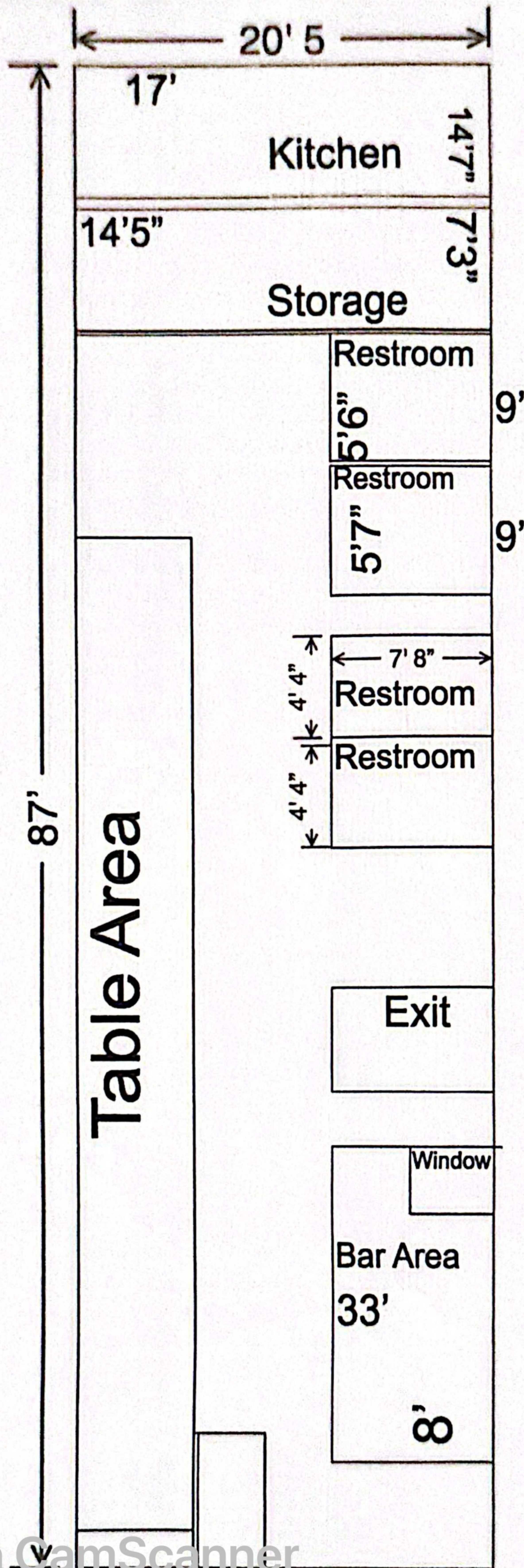
Revised 10/9/25

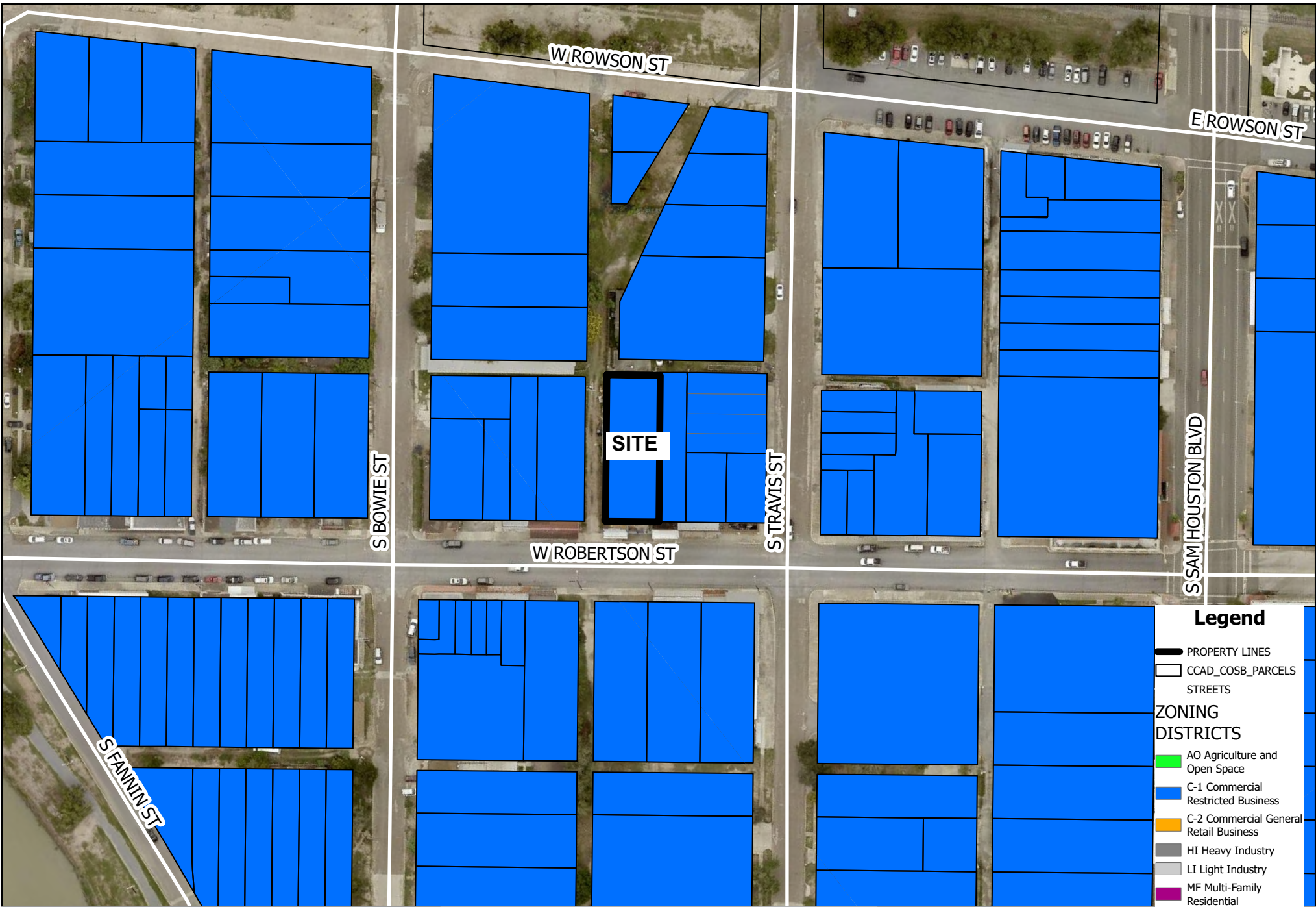


**Location Map**  
**236 W. Robertson St.**  
**Conditional Use Permit (Alcohol)**



- Legend**
- PROPERTY LINES
  - CCAD\_COSB\_PARCELS
  - STREETS

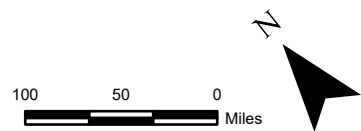




**Legend**

- 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

**Zoning Map**  
**236 W. Robertson St.**  
**Conditional Use Permit (Alcohol)**



**COMMERCIAL USES**

X	Permitted by Right
C	Conditional Use Permit Required
	Not Allowed

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Adult Business								C	C				
Administrative or Professional Offices						X	X	X	X			C	C
Alcohol Sales or Distribution								C	C				
Ambulance/Emergency Services								X	X				C
Animal Cemetery	C												
Antique Shop						C		X	X	X		C	C
Appliance Repair Indoor								X	X		X	C	C
Appliance Repair Outdoor								C	C	X		C	C
Appliance Sales								X	X			C	C
Art Gallery						C	X	X	X			C	C
Assisted Living Facility		C	C	X		C	X	X	X	C			
Auction Indoor								X	X	X		C	C
Auction Outdoor								X	X	X	X	C	C
Automobile Dent Repair (Paintless)								C	X	X	X	C	C
Automobile Paint & Rebuilt									X	X	X	C	C
Automobile Parts (New)								C	X	X	X	C	C
Automobile Parts (Used)										X	X	C	C
Automobile Sales and Repair								C	X	X	X	C	C
Bakery							C	X	X	X		C	C
Bank						X		X	X	X		C	C
Bar/Lounge/Nightclub									C				
Bar and Grill								C	C				
Barber/Beauty Shop		C	C	C	C	C	X	X	X			C	C
Bed & Breakfast/Boarding		C	C	X		C		X	X		X	C	C
Bilboards/Signs	C							X	X	X	X		
Book Store						C		X	X			C	C
Bottler								X	X	X	X	C	C
Bowling Alley								X	X	X	X	C	C
Broadcast Facility	X							X	X				

**ORDINANCE NUMBER 2111-A**

**AN ORDINANCE AMENDING ORDINANCE NO. 2111 REGULATING THE HOURS WHEN ALCOHOLIC BEVERAGES MAY BE SOLD WITHIN THE CITY OF SAN BENITO, TEXAS, AND DESIGNATING PLACES WHERE IT MAY BE SOLD AND PROHIBITING THE ISSUANCE OF A LICENSE OR PERMIT TO HANDLE OR SELL ALCOHOLIC BEVERAGES WITHIN 300 FEET OF ANY CHURCH, PUBLIC SCHOOL, OR PUBLIC HOSPITAL AND REPEALING ANY OTHER ORDINANCES IN CONFLICT THEREWITH, AS PROVIDED BY THE CITY OF SAN BENITO AND PROVIDING FOR AN EFFIN SAN BENITO, TEXAS.**

**WHEREAS**, V.T.C.A., Alcoholic Beverages Code §109.33 provides that the governing bodies of any city or town within the corporate limits, said city or town may prohibit the sale of alcoholic beverages by any dealer where the place of business is within 300 feet of any church, public school, or public hospital, and;

**WHEREAS**, V.T.C.A., Alcoholic Beverage Code § 1.01 et seq. provides among other things that all incorporated cities and towns are authorized to regulate the sale of beer within the corporate limits of such cities and towns by ordinance and may thereby prescribe the opening and closing hours for such sale; and such cities and towns may also designate certain zones or sections of said cities and towns where such regulations for opening and closing hours for the sale of beer shall be observed or where such sales may be prohibited. And further, that all incorporated cities and towns are authorized in adopting charter amendments or ordinances to distinguish between retailers selling beer for consumption on the premises where sold and those retailers, manufactures, or distributors selling not for consumption on the premises were sold, and to provide for separate and distinct regulations.

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

That hereafter it shall be unlawful to sell or offer for sale any alcoholic beverage for on premises consumption by any dealer where the place of business of any such dealer is within 300 feet of any church, public school, or public hospital, within the corporate limits of the City of San Benito, Texas, and no license or permit shall ever be issued to any dealer or person engaged in handling liquors as described in V.T.C.A. If your premises is within 1,000 feet from a public or private school, written notice of the application must be given to the school officials, and a copy of the notice must be provided with the state application as required by Section 109.33(c). Alcoholic Beverages Code or public hospital, said measurements to be along the property line of the street fronts and from door to front door and in the place of business where alcoholic beverages are sold and the public schools shall be from the nearest property line of the public school of business, along street lines and in direct line across intersections. For any permit or license covering a premise where minors are prohibited from entering the premises under Section § 109.53, the measurement of the distance between the premises and a public school shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.

That the hours of sale within the corporate limits of the City of San Benito, Texas, of beer or other alcoholic beverages shall be as prescribed in V.T.C.A. Alcoholic Beverages Code §105.01, §105.03, §105.04 and § 105.05 further on weekdays alcoholic beverages, including beer, can be sold within the corporate limits of the City of San Benito on weekdays only between the hours of 7:00 A.M. and 12:00 Midnight, Saturday from 7:00 A.M. to 1:00 A.M., and on Sunday from ~~12:00 noon~~ 10:00 A.M. to 12:00 A.M. on Sundays Alcoholic Beverages may be sold between the hours of 10:00 A.M. and 12:00 Noon provided that food service must accompany the sale during those hours.

That there is hereby levied ~~annual~~ license fees to be paid to the City of San Benito of one half of the State License fees on every person, co-partnership, corporation, association or group of persons, manufacturing or brewing for the purpose of sales, or selling or distributing vinous or malt liquors or beer containing one half of one percent or more of alcohol by volume and more than three and two-tenths per centum of alcohol of weight, within the City limits of the City of San Benito, in accordance with the classifications and scale set of in V.T.C.A. Alcoholic Beverages Code.

The terms "beer", "manufacturer", "general distributor", "local distributor", "retail dealer", "person" and all other terms used in this ordinance shall be constructed as defined in the Alcoholic V.T.C.A., Alcoholic Beverages Code, which definitions and constructions are hereby specially made a part of this ordinance.

After this ordinance shall become effective it shall be unlawful for any person to manufacture or brew for the purpose of sale or to sell or distribute any beer without first having applied for and secured a license as herein provided from the City Secretary of the City of San Benito in his official capacity as collector of taxes of said City for the use and benefit of the general fund of said City. The annual license fees to be levied by the city hall always be half the fee charged by the state. A Conditional Use Permit will be required.

All licenses issued under the terms of this ordinance shall terminate ~~at midnight on December 31 of each year~~ the same date as the T.A.B.C. State License, and no license shall be issued for a longer term than ~~one year~~ two years. On or before the ~~first day of January, 1974, and annually thereafter~~ expiration date, each and every person, firm, or corporation, owning a license issued under the terms of this ordinance, may submit a written application filed with the City Tax Collector not more than 30 days prior to the ~~1<sup>st</sup> of January~~ expiration date to renew such license held by him. Such application shall be in writing and signed by the application, and shall contain the information required in regard to the original application for the license.

All license fees shall be paid in advance before the license is issued or renewed. Such license shall cover the same period of time as the date on state license.

No person shall be issued a license under the terms of this ordinance until he shall have first obtained a license paid receipt from the Tax Collector of Cameron County, Texas, in the classification and valid for the period applied for, which he shall display to the City Secretary before such City license shall be issued.

Each application for a license shall be in writing and shall give the name of the person to whom a license is to be issued, the lot and block number, and house number of the premises on which such beer is to be sold, and shall state that a license Cameron County tax receipt has been issued by the County Tax Collector of Cameron County, Texas, to such applicant for the sale of beer in Cameron County, Texas and shall give the date and number of such license and shall state the classification for which the license was obtained from such County Tax Collector.

All persons obtaining a license under this ordinance shall at all times keep such license on display in some conspicuous place in the house where such business is conducted.

Upon complying with the provisions of this ordinance and the payment of the license fee herein provided for the classification of license applied for, the City Secretary shall issue the proper license which shall be by him signed, be under the seal of the City of San Benito, and shall as far as practicable contain the terms provided by law for licenses issued by the County Tax Collector.

No retail dealer shall carry on the same business at more than one place under the same license, but a separate license must be obtained for each place of business. No license may be assigned to another person.

Any person, firm or corporation violating any provision of this ordinance shall upon conviction be fined in accordance of State Law was set forth in V.T.C.A. Alcoholic Beverage Code and each violation of this ordinance shall constitute a separate offense.

If any one or more sections, sub-sections, paragraphs, sentences, words or phrases of this ordinance be invalid, then such invalid portion or portions shall not in any way affect the remainder of this ordinance, and it is hereby declared to be the intent of the City Commission of the City of San Benito, that the valid portions of this ordinance shall constitute an ordinance of the City of San Benito, and that they do ordain and enact such valid portions notwithstanding the invalidity of such invalid portion or portions.

**Section II. Effective Date**

**FIRST READING** of this ordinance before the City Commission of the City of San Benito at its Regular City Commission Meeting on this the 1st day of August, 2023.

**PASSED, APPROVED, AND ADOPTED** on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on this 15 day of August, 2023.

**CITY OF SAN BENITO**

[Redacted Signature]

Honorable Ricardo Guerra  
Mayor

**ATTEST:**

[Redacted Signature]

Ruth A. McGinnis  
City Secretary





## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve a request to place a Portable Building greater than 200 square feet at a property located at 151 South Helen Moore Road zoned LI "Light Industry" bearing a Legal Description of a 15.90 tract of land comprised of the East 7.95 acres out of Lot 11, and the East 7.95 acres out of Lot 12, Block 128, San Benito Land and Water Company Subdivision, Cameron County, Texas according to the map thereof recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas. Applicant: South Texas ISD.

### RECOMMENDATION:

The Planning and Zoning Commission recommends approval.

### RATIONALE:

The applicant is requesting a Conditional Use Permit to place a Portable Building greater than 200 square feet. The Land Use Chart requires a Conditional Use Permit. In LI "Light Industry" zone, more than one (1) portable building may be located on a lot. However, a conditional use permit is required.

### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

Application  
Location Map  
Site Plan  
Zoning Map  
Land Use Chart

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date

*Fred R. Sandoval*  
Fred Sandoval

City Manager



# SAN BENITO

THE SOUL OF SOUTH TEXAS

400 N. Travis Street  
San Benito, TX 78586

PLANNING DEPARTMENT

## CONDITIONAL USE PERMIT APPLICATION

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

Permit # 075270

### APPLICANT INFORMATION (Please PRINT or TYPE)

Name South Texas ISD

Address [REDACTED]

City Mercedes State TX Zip 78570

Phone No. ( ) [REDACTED] Fax No. [REDACTED]

E-mail [REDACTED]

### PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property South Texas ISD

Address of Property 151 South Helen Moore Rd

City San Bentio State TX Zip 78586

Legal Description of Property: Lot \_\_\_\_\_, Block 127

Subdivision San Benito Land and Water

Existing Zoning Light Industrial Existing Land Use School

### REQUIREMENTS

- ~\$250.00 (non-refundable)
- ~Site Plan (show scale, north arrow, property lines, location of streets, alleys, means of access, dimensions of existing/proposed structures, and parking plan)
- ~Tax Certificates (City, School)
- ~Warranty Deed

Please provide a basic description of the proposed project: Portable Classroom Building

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.

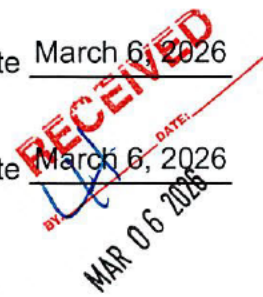
Applicant's Signature [REDACTED]

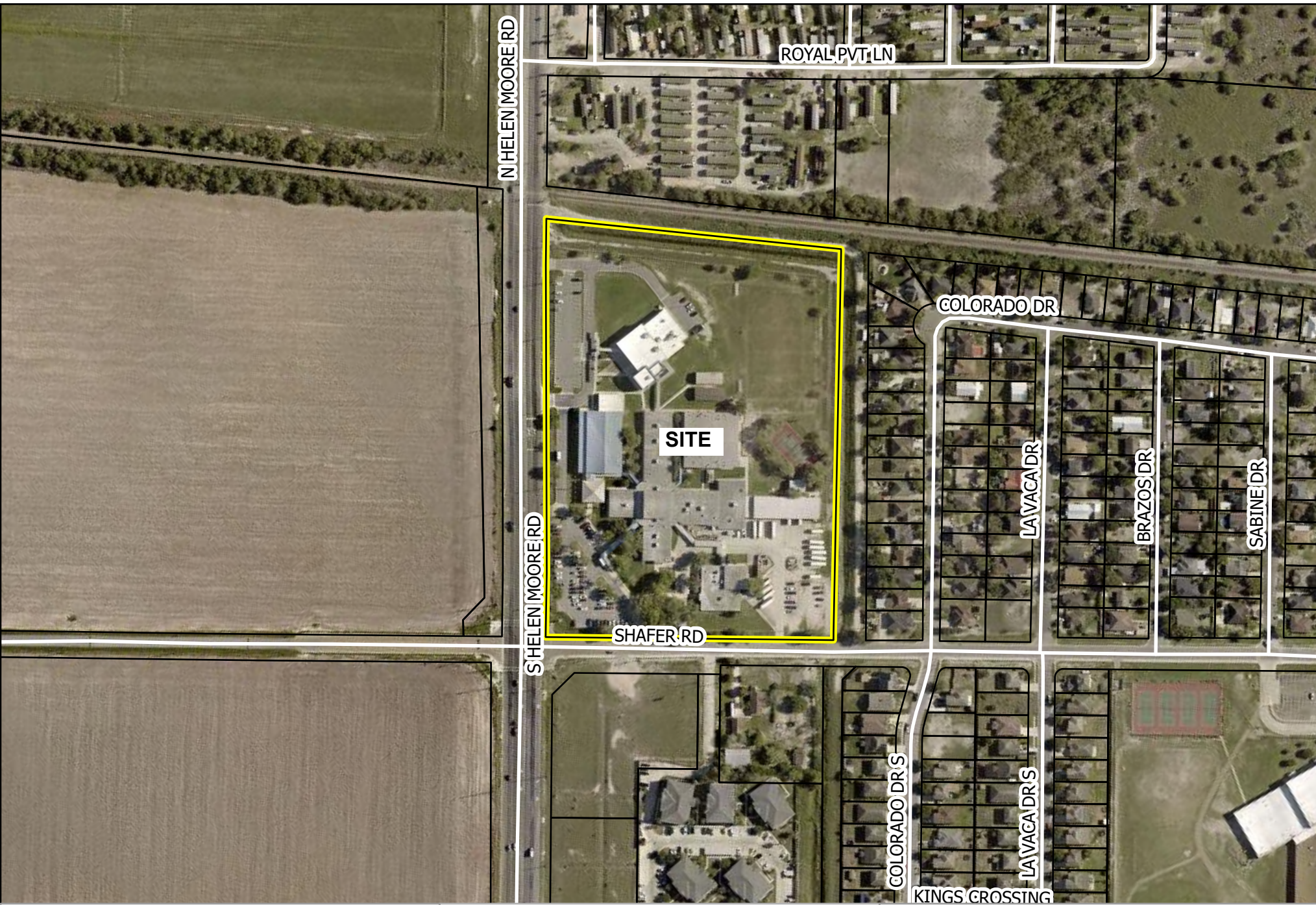
Date March 6, 2026

Print Name Marco Antonio Lara Jr. Ed.D, Superintendent of Schools

Property Owner(s) Signature [REDACTED]

Date March 6, 2026

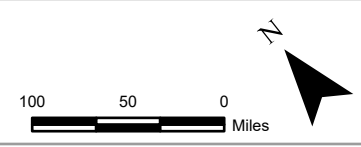




GIS Map Disclaimer:  
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City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

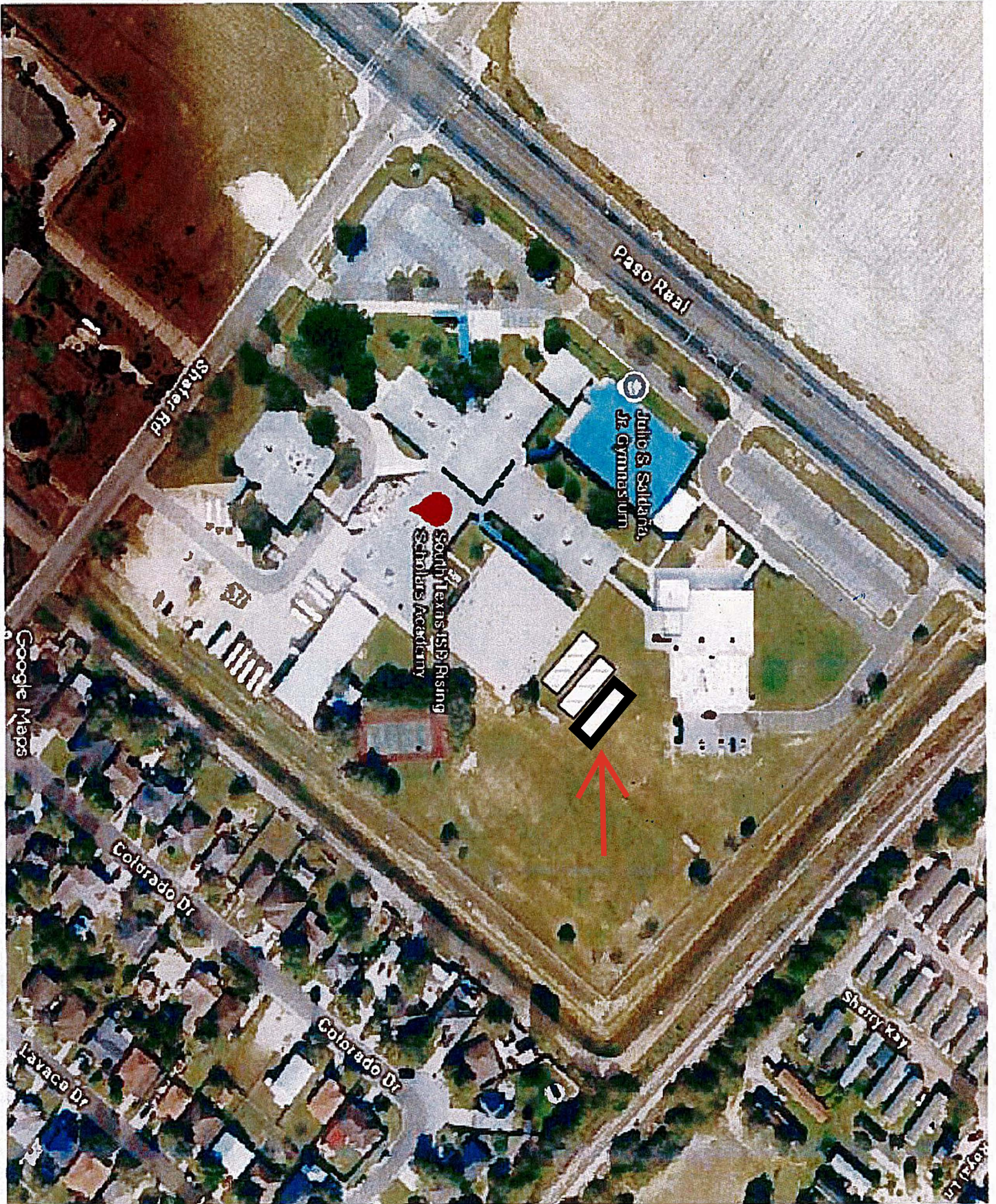
**Location Map  
151 S. Helen Moore Rd.  
Conditional Use Permit (Portable Building)**

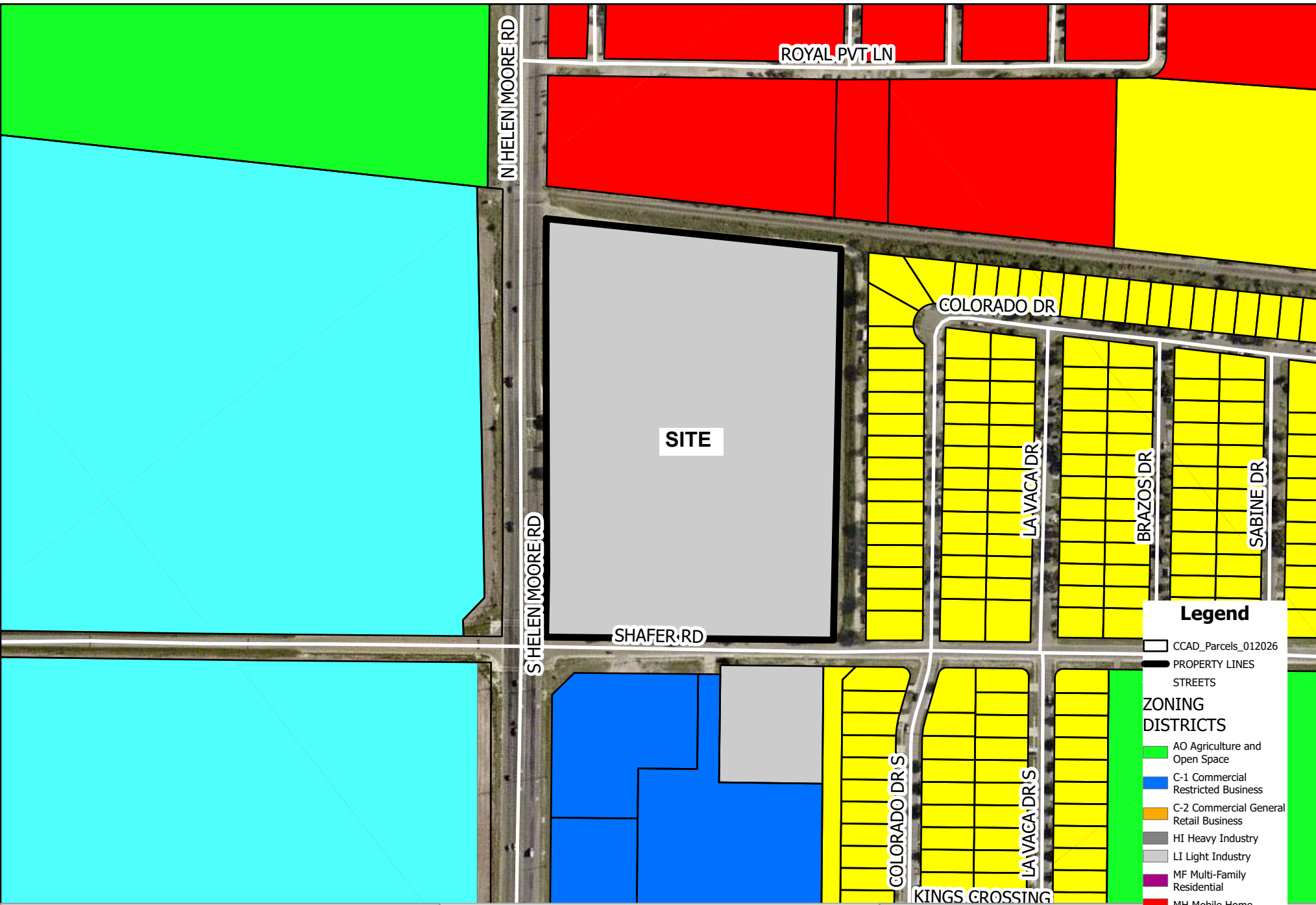
Drawn by: KC



**Legend**

- CCAD\_Parcels\_012026
- PROPERTY LINES
- STREETS





**Legend**

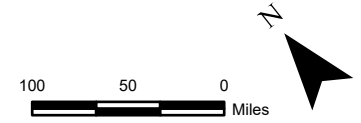
- CCAD\_Parcels\_012026
- PROPERTY LINES
- STREETS
- ZONING DISTRICTS**
- AO Agriculture and Open Space
- C-1 Commercial Restricted Business
- C-2 Commercial General Retail Business
- HI Heavy Industry
- LI Light Industry
- MF Multi-Family Residential
- MH Mobile Home
- PDD Planned Development District
- SF-1 Single Family One
- SF-2 Duplex, Residential



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Drawn by: KC

**Zoning Map  
151 S. Helen Moore Rd.  
Conditional Use Permit (Portable Building)**



**RESIDENTIAL USES**

X	Permitted by Right
C	Conditional Use Permit Required
	Not Allowed

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Single-Family Dwelling	X	X	X	X	X	X	X	X	X			X	C
Double Family Dwelling/ Duplex			X	X			X	X	X			X	C
Multi-Family Dwelling				X			X	X	X			X	C
Mobile Home					X							C	C
Recreational Vehicle Campground					X							C	C
Recreational Vehicle		*	*	*	X	*	*	*	*	*	*	C	C
Garden Home/Patio Homes		C	C	X	X	X	X	X				X	C
Townhouses		C	C	X			X	X				X	C
Condominium		C	C	X			X	X				X	C

\* For Storage Purposes Only

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Mortuary								X	X	X		C	C
Music Store								X	X			C	C
Neighborhood Club		C	C	C	C	C	C	C	X	X	X	X	C
Newspaper Printing									X	X	X	X	C
Newstand							X	X	X			C	C
Nursing Home/ Convalescent								X	X	C			C
Outdoor Theater	X								X				
Palm Reader/Tarot Cards								C	X			C	C
Park	X	X	X	X	X	X	X	X	X	X	X	X	C
Parking Lot, Automobile	C	C	C	C		X	X	X	X	X		X	C
Parking Lot, Truck									X	X	X	C	C
Pawn Shop								X	X	X			C
Pet Shop/Vet Clinic/ Kennel								X	X	X		C	C
Pharmacy								X	X			C	C
Photography Studio						X		X	X			C	C
Plant Nursery (Retail)								C	X	X		C	C
Plant Nursery (Wholesale)								C	C	X		C	C
Play Area-Indoor								X	X			X	C
Playground		X	X	X	X		X						C
Portable Building <= 200 sq. ft.		X	X	X	X	C	C	C	C	C	C	C	C
Portable Building >= 200 sq. ft.		C	C	C	C	C	C	C	C	C	C	C	C
Portable Building Sales									X	X	X	C	C
Post Office								X	X	X		C	C
Publisher Office						X		X	X	X		C	C
Radio/TV Sound Recording								X	X			C	C
Registered Massage Therapist						X		X	X				C
Rental - Commercial									X	X		C	C
Rental - Industrial									X	X		C	C
Restaurant/with alcohol								C	C				C
Restaurant/without alcohol								X	X	X		X	C
Salvage and Wrecking Yard	C									C	C		
Satellite Sales								X	X	X		C	C
School - Trade or Commercial								C	X	X		C	C
School - Private	X							C	X	X		C	C



## EXECUTIVE SUMMARY

### REQUEST:

First Reading of Ordinance Number 2252-BF-042126, a request to rezone a property located near the intersection of South McCulloch Street and Yost Road bearing a Legal Description: A 20.00 acre tract of land, more or less, being the West One-Half (W ½) of the Northeast Quarter (N.E. ¼) of block Thirty-Four (34), San Benito Land and Water Company Subdivision, City of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Cameron County Map Records from SF-1 “Single Family One” to PDD “Planned Development District”. Applicant: Alfonso Federico De Leon Guerra.

### RECOMMENDATION:

First Reading, No Action.

### RATIONALE:

The applicant is requesting a rezone from SF-1 “Single Family One” to PDD “Planned Development District”. They are proposing residential homes in this proposed subdivision; to do so, the property would need to be rezoned to comply with city ordinances.

### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

### EXHIBITS:

Application  
Location Map  
Survey - Metes & Bounds  
Zoning Map  
Future Land Use Map  
Plan Design Plat PDD  
Ordinance 2252-BF-042126

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



# 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 Alfonso Federico De Leon Guerra

Address [REDACTED]

City Brownsville State Texas Zip 78521

Phone No. [REDACTED] Fax No. n/a

E-mail [REDACTED]

### PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Alfonso Federico De Leon Guerra

Address of Property -

City San Benito State Texas Zip 78586

Legal Description of Property: Lot -, Block 34

Subdivision 20 Ac out of Block 34 San Benito Land & Water Company Subdivision Vol. 1, Pg. 6, CCMR

Existing Zoning SF-1 Single Family One Proposed Zoning PDD - Single Family

Existing Land Use Vacant Proposed Land Use Single Family

### 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: \_\_\_\_\_

Proposed Development will consist of 86 Single Family Residential Lots. Lot areas will range from 5,673.89 S.F. to 7,387.50 S.F.

In addition Proposed Right-of-Ways will be 50-foot in width.

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 02/26/26

Date 02/26/26


**RECEIVED**  
DATE  
MAR 04 2026



**Location Map**  
**San Nicolas Estates**  
**Rezone from SF-1 to PDD**



100 50 0  
Miles



N

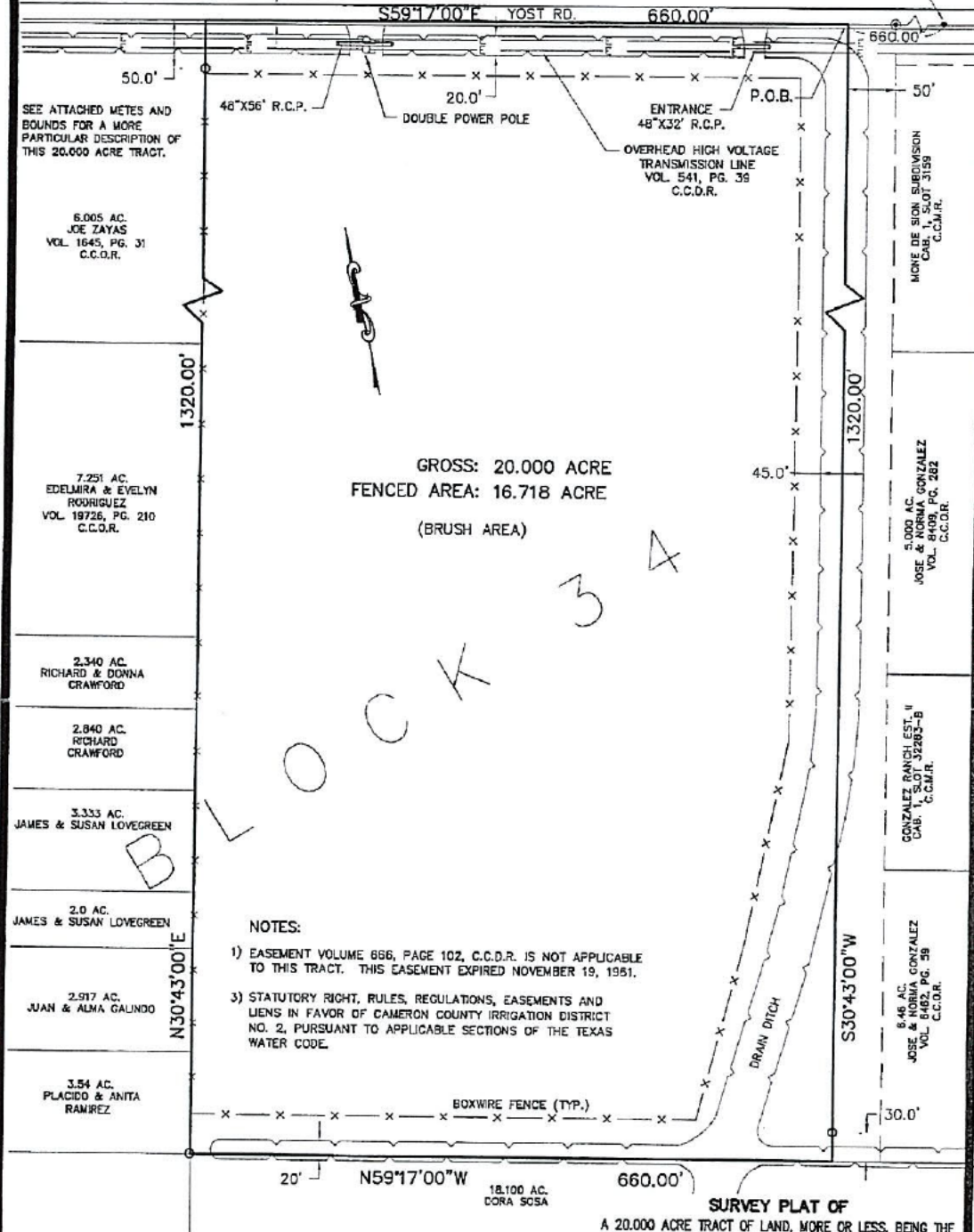
**Legend**

- CCAD\_Parcels\_012026
- PROPERTY LINES
- COSB\_CITY\_LIMITS\_243
- STREETS

BASIS OF BEARINGS:  
 SAN BENITO LAND AND WATER CO. SUBD.  
 FLOOD ZONE: "C"  
 FIRM: CITY OF SAN BENITO, TEXAS  
 COMMUNITY PANEL NO.: 480113 0005 B  
 MAP REVISED: JANUARY 19, 1982

LEGEND  
 ○ — 1/2" STEEL ROD SET  
 ⊙ — 1/2" STEEL ROD FOUND

P.O.C.  
 N.E. CORNER  
 BLOCK 34



- NOTES:
- 1) EASEMENT VOLUME 866, PAGE 102, C.C.D.R. IS NOT APPLICABLE TO THIS TRACT. THIS EASEMENT EXPIRED NOVEMBER 19, 1951.
  - 2) STATUTORY RIGHT, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF CAMERON COUNTY IRRIGATION DISTRICT NO. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE.

I, VICTOR BAÑUELOS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND SHOWS ALL VISIBLE IMPROVEMENTS LOCATED ON THE LAND AND TO MY KNOWLEDGE THERE ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR APPARENT EASEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT. ALL DISTANCES ARE IN FEET.



**SURVEY PLAT OF**  
 A 20.000 ACRE TRACT OF LAND, MORE OR LESS, BEING THE WEST ONE-HALF (W. 1/2) OF THE NORTHEAST QUARTER (N.E. 1/4), OUT OF BLOCK THIRTY FOUR (34), SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CITY OF SAN BENITO, CAMERON COUNTY, TEXAS AS RECORDED IN VOLUME 1, PAGE 6 OF THE COUNTY MAP RECORDS.  
 SCALE: 1"=100' JANUARY 23, 2018

**CENTERLINE SURVEYING**  
 Victor Bañuelos, R.P.L.S.  
 1205 W. Jackson, Suite B  
 P.O. Box 1148  
 Harlingen, Tx 78551  
 (956) 778-9391 (956) 454-5785

VICTOR BAÑUELOS R.P.L.S., #3880  
 DATE: 1-23-18  
 JOB NO.: 3203-18

EXHIBIT "A"  
METES AND BOUNDS DESCRIPTION  
(20.000-ACRE TRACT)

A 20.000-ACRE (871,200.00 S.F.) TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 34, SAN BENITO LAND & WATER COMPANY SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSE, LOCATED ON WITHIN THE SOUTHWEST CORNER INTERSECTION OF EAST YOST RD. AND SOUTH MCCOLLOCH ST., IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A POINT OF REFERENCE FOR THE APPARENT NORTHEAST CORNER OF SAID BLOCK 34; THENCE, N 51°19'36" W, WITH THE APPARENT NORTH LOT LINE OF SAID BLOCK 34, A DISTANCE OF 660.00 FEET TO A POINT FOR THE APPARENT EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID EAST YOST RD. FOR THE APPARENT NORTHEAST CORNER OF SAID 20.000-ACRE TRACT, ALSO BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 20.000-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 38°40'24" W, WITH THE SAID EAST LOT LINE OF SAID 20.0000-ACRE TRACT, A DISTANCE OF 20.00 FEET PAST A NO. 4 REBAR FOUND ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF SAID EAST YOST RD., CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE APPARENT SOUTHEAST CORNER OF SAID 20.000-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 51°19'36" W, WITH THE SAID SOUTH LOT LINE OF SAID 20.0000-ACRE TRACT, A DISTANCE OF 660.00 FEET TO A HALF INCH IRON ROD FOND FOR THE APPARENT SOUTHWEST CORNER OF SAID 20.000-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 38°40'24" E, WITH THE SAID WEST LOT LINE OF SAID 20.0000-ACRE TRACT, A DISTANCE OF 1,300.00 FEET PAST A NO. 4 REBAR FOUND ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF SAID EAST YOST RD., CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE APPARENT NORTHWEST CORNER OF SAID 20.000-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 51°19'36" E, WITH THE APPARENT NORTH LOT LINE OF SAID BLOCK 34 AND APPARENT EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID EAST YOST RD. A DISTANCE OF 660.00 FEET TO THE SAID POINT FOR THE NORTHEAST CORNER OF SAID 20.000-ACRE TRACT OF LAND HEREIN DESCRIBED, ALSO BEING THE POINT OF BEGINNING (P.O.B.), CONTAINING A GROSS OF 20.000 ACRES, WHICH 0.303 OF AN ACRE LIES WITHIN EXISTING ROAD RIGHT-OF-WAY EASEMENT, FOR A NET OF 19.697 ACRES, MORE OR LESS.

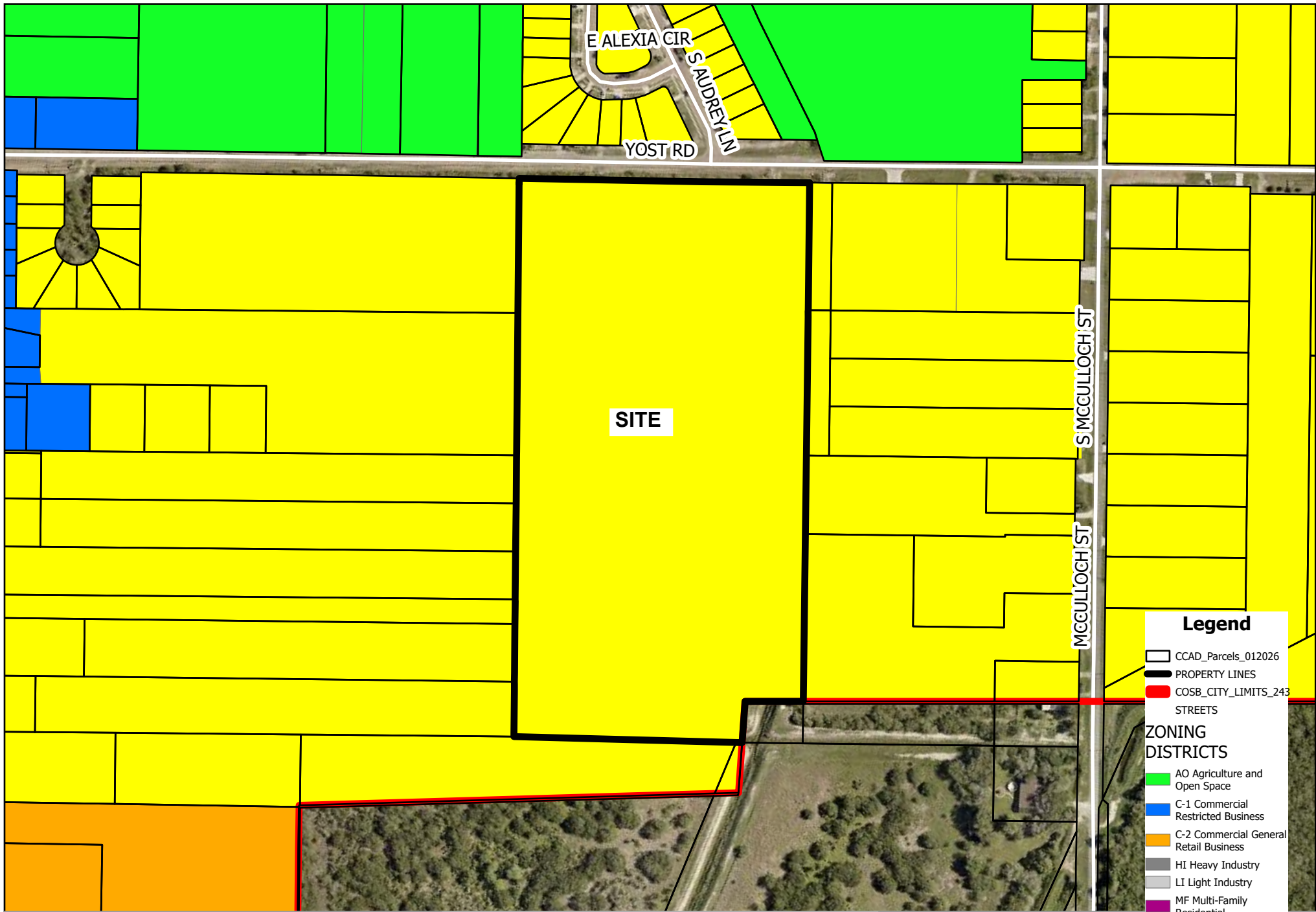
Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 feet.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 28, 2026. SEE ACCOMPANIED SURVEY PLAT OF SAID 20.000-ACRE TRACT OF LAND.

  
Homero Luis Gutierrez – R.P.L.S. # 2791

3/03/2026

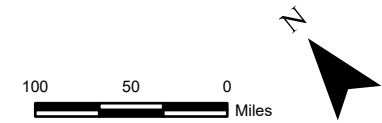
Date

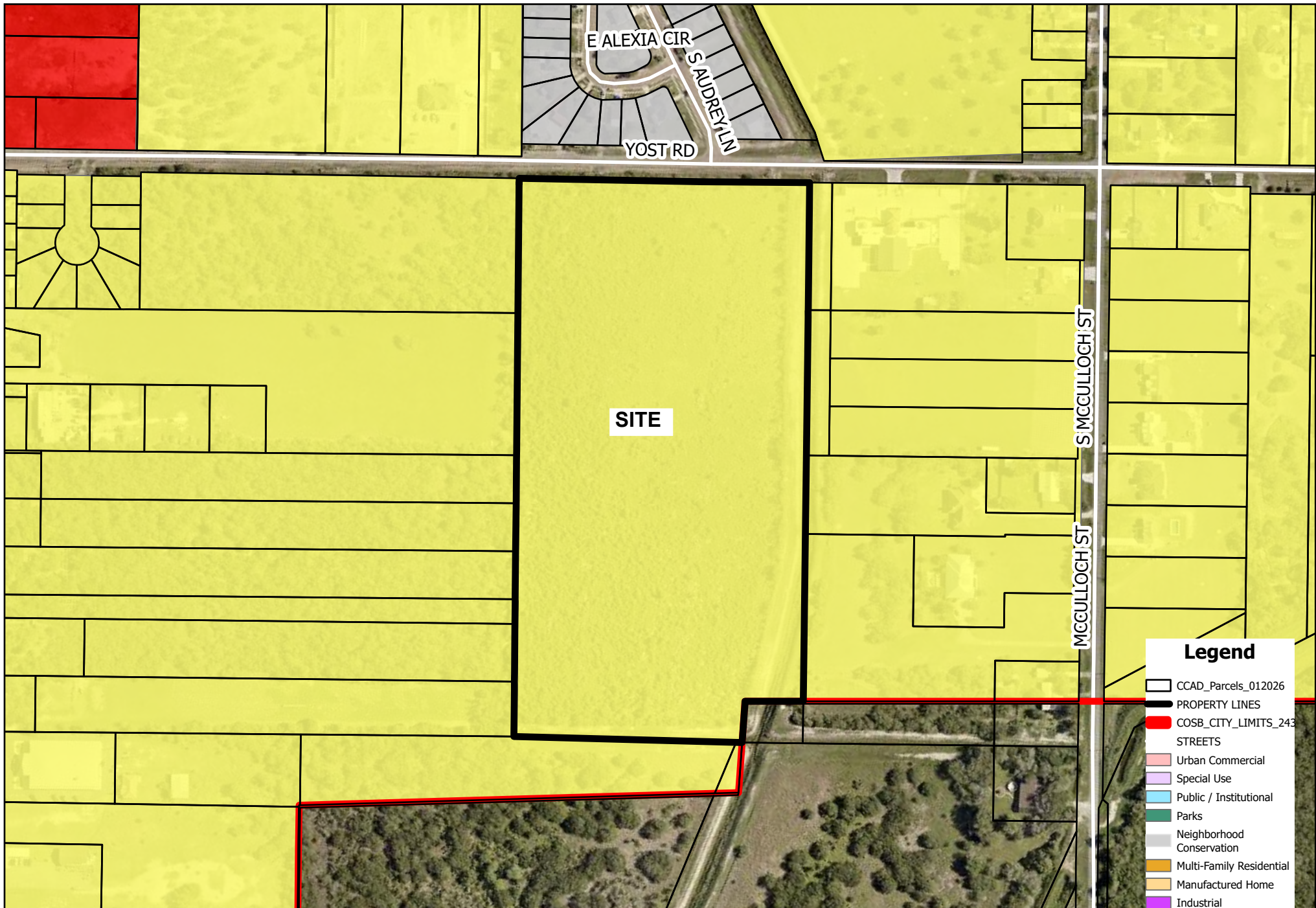


**Legend**

- CCAD\_Parcels\_012026
- PROPERTY LINES
- 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

**Zoning Map  
San Nicolas Estates  
Rezone from SF-1 to PDD**





SITE

E ALEXIA CIR

S AUDREY LN

YOST RD

MCCULLOCH ST

**Legend**

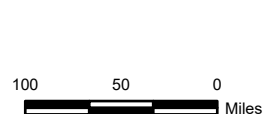
- CCAD\_Parcels\_012026
- PROPERTY LINES
- COSB\_CITY\_LIMITS\_243
- STREETS**
- Urban Commercial
- Special Use
- Public / Institutional
- Parks
- Neighborhood Conservation
- Multi-Family Residential
- Manufactured Home
- Industrial
- General Residential
- General Commercial
- Agriculture / Open Space



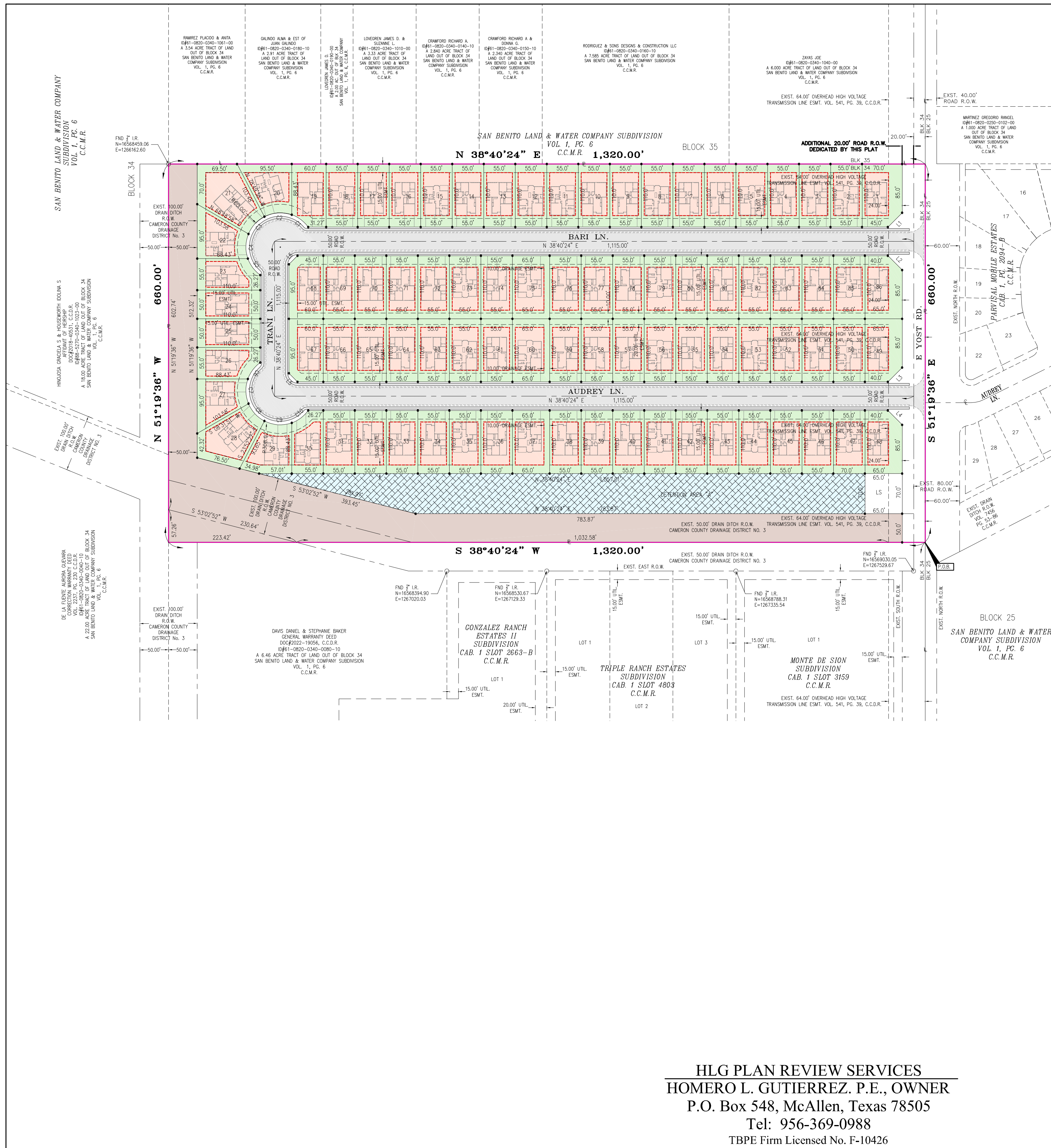
GIS Map Disclaimer:  
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City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

Drawn by: KC

**Future Land Use Map  
San Nicolas Estates  
Rezone from SF-1 to PDD**

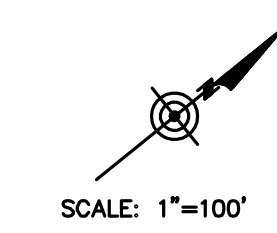


# EXHIBIT "A"



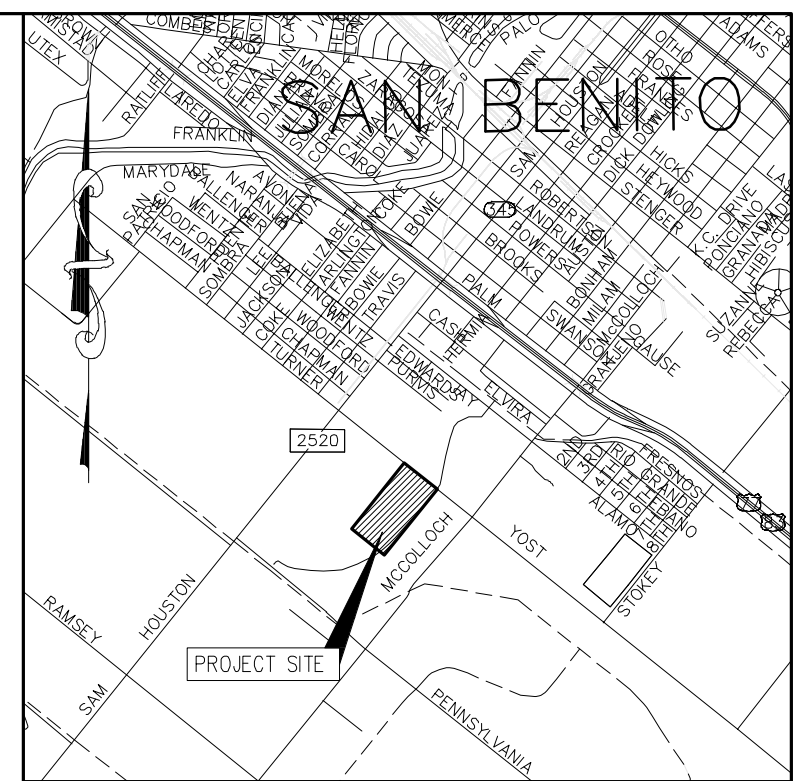
**GENERAL SUBDIVISION PLAT NOTES**

- PROPOSED SETBACKS:  
FRONT: 20.00 FEET  
CUL-DE-SAC FRONT: 18.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)  
SIDE: 5.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)  
REAR: 15.00 FEET (OR EASEMENT, WHICHEVER IS GREATER)  
SIDE CORNER STREET: 10.00 (OR EASEMENT, WHICHEVER IS GREATER)
- FLOOD ZONE STATEMENT: ZONE "C" - ACCORDING TO COMMUNITY PANEL NUMBER 480113 0005 B, MAP REVISED JANUARY 19, 1982.
- A 4.0 (FOUR) FOOT SIDEWALK IS REQUIRED ALONG INTERNAL STREET AT THE BUILDING PERMIT STAGE, WHEN CURB & GUTTER IS LAYED AS PER CITY ORDINANCE.
- ALL LOTS ARE FOR SINGLE FAMILY RESIDENCE.
- DETENTION WILL BE PROVIDED BY FUTURE DETENTION PONDS IN THIS SUBDIVISION.



**LEGEND**

- SET 1/2" IRON ROD
- FOUND 1/2" IRON ROD
- SET NAIL
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- C.C.M.R. CAMERON COUNTY MAP RECORDS
- C.C.D.R. CAMERON COUNTY DEED RECORDS
- C.C.O.R. CAMERON COUNTY OFFICIAL RECORDS
- E-E EDGE OF ASPHALT TO
- P-E PROPERTY LINE TO EDGE OF ASPHALT
- EXIST. EXISTING
- N.E.C. NORTHEAST CORNER
- N.W.C. NORTHWEST CORNER
- S.E.C. SOUTHEAST CORNER
- S.W.C. SOUTHWEST CORNER



**LOCATION MAP**  
SCALE: 1"= 2000'

PREPARED BY:  
H.L.G. PLAN REVIEW SERVICES  
HOMERO L. GUTIERREZ, P.E., OWNER  
BOX 548, McALLEN  
TEXAS 78505

DATE PREPARED: 03/02/26  
DATE SURVEYED: 02/20/26

SHEET 1 OF 2

**LOT DATA TABLE**

Parcel #	Area	Ac.	Parcel #	Area	Ac.
75	7150.00	0.16	1	7387.50	0.17
76	6050.00	0.14	2	6050.00	0.14
77	6050.00	0.14	3	6050.00	0.14
78	6050.00	0.14	4	6050.00	0.14
79	6050.00	0.14	5	6050.00	0.14
80	6050.00	0.14	6	6050.00	0.14
81	6050.00	0.14	7	6050.00	0.14
82	6050.00	0.14	8	6050.00	0.14
83	6050.00	0.14	9	6050.00	0.14
84	6050.00	0.14	10	6050.00	0.14
85	6050.00	0.14	11	6050.00	0.14
86	6837.50	0.16	12	6050.00	0.14
LS	4550.00	0.10	13	6050.00	0.14
DETENTION	64430.56	1.48	14	6050.00	0.14
			15	6050.00	0.14
			16	6050.00	0.14
			17	6050.00	0.14
			18	6050.00	0.14
			19	6223.89	0.14
			20	6133.16	0.15
			21	9289.11	0.21
			22	6040.51	0.14
			23	5673.89	0.13
			24	5500.00	0.13
			25	5500.00	0.13
			26	5673.89	0.13
			27	6040.51	0.14
			28	7945.92	0.18
			29	6161.91	0.14
			30	5673.89	0.13
			31	6050.00	0.14
			32	6050.00	0.14
			33	6050.00	0.14
			34	6050.00	0.14
			35	6050.00	0.14
			36	6050.00	0.14
			37	7150.00	0.16
			38	6050.00	0.14
			39	6050.00	0.14
			40	6050.00	0.14
			41	6050.00	0.14
			42	6050.00	0.14
			43	6050.00	0.14
			44	6050.00	0.14
			45	6050.00	0.14
			46	6050.00	0.14
			47	6050.00	0.14
			48	6837.50	0.16
			49	6837.50	0.16
			50	6050.00	0.14
			51	6050.00	0.14
			52	6050.00	0.14
			53	6050.00	0.14
			54	6050.00	0.14
			55	6050.00	0.14
			56	6050.00	0.14
			57	6050.00	0.14
			58	6050.00	0.14
			59	6050.00	0.14
			60	7150.00	0.16
			61	6050.00	0.14
			62	6050.00	0.14
			63	6050.00	0.14
			64	6050.00	0.14
			65	6050.00	0.14
			66	6050.00	0.14
			67	6487.50	0.15
			68	6487.50	0.15
			69	6050.00	0.14
			70	6050.00	0.14
			71	6050.00	0.14
			72	6050.00	0.14
			73	6050.00	0.14
			74	6050.00	0.14

**FINAL PLAT OF**  
**SAN NICOLAS ESTATES SUBDIVISION**  
**BEING A 20.000 ACRE TRACT**  
**OF LAND OUT OF BLOCK 34, SAN**  
**BENITO LAND & WATER COMPANY**  
**SUBDIVISION**  
**VOL. 1, PG. 6, C.C.M.R.**  
**SAN BENITO, TEXAS**

**HLG PLAN REVIEW SERVICES**  
**HOMERO L. GUTIERREZ, P.E., OWNER**  
**P.O. Box 548, McAllen, Texas 78505**  
**Tel: 956-369-0988**  
**TBPE Firm Licensed No. F-10426**

**Curve Table**

Curve #	Length	Radius	Chord Direction	Chord Length
C1	36.49	60.00	57°5' 33" 59"W	35.93
C2	49.21	60.00	53°4' 39" 00"W	47.84
C3	41.84	60.00	58° 49' 24"E	41.00
C4	43.88	60.00	54° 48' 00"E	43.00
C5	36.49	60.00	58° 15' 10"E	35.93
C6	36.49	60.00	51° 26' 01"E	35.93
C7	43.88	60.00	52° 51' 12"E	43.00
C8	41.84	60.00	48° 10' 13"E	41.00
C9	49.21	60.00	44° 41' 49"E	47.84
C10	36.49	60.00	51° 46' 50"E	35.93

**ORDINANCE NO. 2252-BF-042126**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2252-, ON THE LAND LEGALLY DESCRIBED AS A 20.00 ACRE TRACT OF LAND, MORE OR LESS, BEING THE WEST ONE-HALF (W. ½) OF THE NORTH EAST QUARTER (N.E. ¼), OUT OF BLOCK THIRTY FOUR, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CITY OF SAN BENITO, COMEORN COUNTY, TEXS AS RECORDED IN VOLUME 1, PAGE 6 OF THE COUNTY MAP RECORDS, FROM ITS PRESENT CLASSIFICATION OF SF-1 “SINGLE FAMILY ONE” TO PDD “PLANNED DEVELOPMENT DISTRICT” PROVIDING FOR AMENDMENTS, PROVIDING PDD PLANNED DEVELOPMENT DISTRICT APPLICABLE TO THE PROPERTY ATTACHED AND INCORPORATED AS EXHIBIT “A”.**

**WHEREAS**, the Planning and Zoning Commission of the City of San Benito pursuant to San Benito’s Zoning Ordinance procedure has recommended a change in the zoning classification for certain described real property in the City of San Benito and it is deemed to be in the best interest of the City of San Benito in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed rezoning having been fully made and complied with as required by said Ordinances and applicable laws of the State of Texas; and the City Commission of the City of San Benito having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of San Benito that said Code of Ordinances be amended as indicated, now therefore,

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

That the Code of Ordinances of the City of San Benito Chapter 14 be and the same is herewith amended by the following described property being changes for permissive zone use at indicated:

Request to rezone from SF-1 “Single Family One” to PDD “Planned Development District” to allow 33 ft wide paved streets with 50 ft Right-of-Way, Building Setbacks will be as follows: Front 20 feet, Cul-De-Sac Front- 18 feet or easement, whichever is greater, Side 5 feet or easement, whichever is greater, Rear 15 feet or easement, whichever is greater, Side Corner Street 10 feet or easement, whichever is greater, lots less than 6,250 square feet as described in Table A, lots less than 125 feet in depth as described in Table B and lots less than 50 feet in width as described in Table C for a proposed 86 lot single-family development on a property bearing a legal description 20.00-acre tract of land, more or less, being the west one-half (W. ½) of the northeast quarter (N.E. ¼), out of Block Thirty-Four (34), San Benito Land and Water Company Subdivision, City

of San Benito, Cameron County, Texas, as recorded in Volume 1, Page 6 of the County Map Records, as shown on Exhibit "A".

A copy of the Zoning Map constituting a part and parcel of the code of Ordinances, as filed with the Building Inspections Inspector and for the joint use and information of the Planning and Zoning Commission shall, upon final enactment hereof, be and the same is herewith amended and revised to reflect that the above described property is zoned for land use purposes as above indicated by the boundaries thereof being outlined in pronounced heavy line marking and such heavy line marking boundary enclosure being indicated within by the appropriate initials for that portion herewith zoned for particular land uses; with the Planning and Development Director being herewith instructed and authorized to document such Zoning Map changes revisions.

Effective Date. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provided.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 7<sup>th</sup> day of April, 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, 21<sup>st</sup> day of April, 2026.

**CITY OF SAN BENITO, TEXAS**

\_\_\_\_\_  
Honorable Ricardo Guerra  
Mayor

ATTEST:

\_\_\_\_\_  
Ruth A. McGinnis  
City Secretary



San Nicolas Estates Subdivision - Table A					
Lots Less than the Required 6,250 S.F.			Lots Less than the Required 6,250 S.F.		
Item (Lot)	AC	S.F.	Item (Lot)	AC	S.F.
2	0.139	6,050.00	45	0.139	6,050.00
3	0.139	6,050.00	46	0.139	6,050.00
4	0.139	6,050.00	47	0.139	6,050.00
5	0.139	6,050.00	50	0.139	6,050.00
6	0.139	6,050.00	51	0.139	6,050.00
7	0.139	6,050.00	52	0.139	6,050.00
8	0.139	6,050.00	53	0.139	6,050.00
9	0.139	6,050.00	54	0.139	6,050.00
10	0.139	6,050.00	55	0.139	6,050.00
11	0.139	6,050.00	56	0.139	6,050.00
12	0.139	6,050.00	57	0.139	6,050.00
13	0.139	6,050.00	58	0.139	6,050.00
14	0.139	6,050.00	59	0.139	6,050.00
15	0.139	6,050.00	61	0.139	6,050.00
16	0.139	6,050.00	62	0.139	6,050.00
17	0.139	6,050.00	63	0.139	6,050.00
18	0.139	6,050.00	64	0.139	6,050.00
19	0.143	6,223.89	65	0.139	6,050.00
22	0.139	6,040.51	66	0.139	6,050.00
23	0.130	5,673.89	69	0.139	6,050.00
24	0.126	5,500.00	70	0.139	6,050.00
25	0.126	5,500.00	71	0.139	6,050.00
26	0.130	5,673.89	72	0.139	6,050.00
27	0.139	6,040.51	73	0.139	6,050.00
29	0.141	6,161.91	74	0.139	6,050.00
30	0.130	5,673.89	75	0.139	6,050.00
31	0.139	6,050.00	76	0.139	6,050.00
32	0.139	6,050.00	77	0.139	6,050.00
33	0.139	6,050.00	78	0.139	6,050.00
34	0.139	6,050.00	79	0.139	6,050.00
35	0.139	6,050.00	80	0.139	6,050.00
36	0.139	6,050.00	81	0.139	6,050.00
38	0.139	6,050.00	82	0.139	6,050.00
39	0.139	6,050.00	83	0.139	6,050.00
40	0.139	6,050.00	84	0.139	6,050.00
41	0.139	6,050.00	85	0.139	6,050.00
42	0.139	6,050.00			
43	0.139	6,050.00			
44	0.139	6,050.00			

San Nicolas Estates Subdivision - Table B							
Lots Less than the Required 125' Depth				Lots Less than the Required 125' Depth			
Item (Lot)	Side Feet (')	Opp Feet (')	Lot Area (SF)	Item (Lot)	Side Feet (')	Opp Feet (')	Lot Area (SF)
1	85.00	110.00	7,387.50	45	110.00	110.00	6,050.00
2	110.00	110.00	6,050.00	46	110.00	110.00	6,050.00
3	110.00	110.00	6,050.00	47	110.00	110.00	6,050.00
4	110.00	110.00	6,050.00	48	110.00	85.00	6,837.50
5	110.00	110.00	6,050.00	49	85.00	110.00	6,837.50
6	110.00	110.00	6,050.00	50	110.00	110.00	6,050.00
7	110.00	110.00	6,050.00	51	110.00	110.00	6,050.00
8	110.00	110.00	6,050.00	52	110.00	110.00	6,050.00
9	110.00	110.00	6,050.00	53	110.00	110.00	6,050.00
10	110.00	110.00	6,050.00	54	110.00	110.00	6,050.00
11	110.00	110.00	6,050.00	55	110.00	110.00	6,050.00
12	110.00	110.00	6,050.00	56	110.00	110.00	6,050.00
13	110.00	110.00	6,050.00	57	110.00	110.00	6,050.00
14	110.00	110.00	6,050.00	58	110.00	110.00	6,050.00
15	110.00	110.00	6,050.00	59	110.00	110.00	6,050.00
16	110.00	110.00	6,050.00	60	110.00	110.00	7,150.00
17	110.00	110.00	6,050.00	61	110.00	110.00	6,050.00
18	110.00	110.00	6,050.00	62	110.00	110.00	6,050.00
19	110.00	88.43	6,223.89	63	110.00	110.00	6,050.00
20	88.43	103.48	6,333.16	64	110.00	110.00	6,050.00
21	103.48	103.58	9,269.11	65	110.00	110.00	6,050.00
22	103.58	88.43	6,040.51	66	110.00	110.00	6,050.00
23	88.43	110.00	5,673.89	67	110.00	95.00	6,487.80
24	110.00	110.00	5,500.00	68	95.00	110.00	6,787.80
25	110.00	110.00	5,500.00	69	110.00	110.00	6,050.00
26	110.00	88.43	5,673.89	70	110.00	110.00	6,050.00
27	88.43	103.58	6,040.51	71	110.00	110.00	6,050.00
28	103.58	93.65	7,945.92	72	110.00	110.00	6,050.00
29	93.65	88.43	6,161.91	73	110.00	110.00	6,050.00
30	88.43	110.00	5,673.89	74	110.00	110.00	6,050.00
31	110.00	110.00	6,050.00	75	110.00	110.00	7,150.00
32	110.00	110.00	6,050.00	76	110.00	110.00	6,050.00
33	110.00	110.00	6,050.00	77	110.00	110.00	6,050.00
34	110.00	110.00	6,050.00	78	110.00	110.00	6,050.00
35	110.00	110.00	6,050.00	79	110.00	110.00	6,050.00
36	110.00	110.00	6,050.00	80	110.00	110.00	6,050.00
37	110.00	110.00	7,150.00	81	110.00	110.00	6,050.00
38	110.00	110.00	6,050.00	82	110.00	110.00	6,050.00
39	110.00	110.00	6,050.00	83	110.00	110.00	6,050.00
40	110.00	110.00	6,050.00	84	110.00	110.00	6,050.00
41	110.00	110.00	6,050.00	85	110.00	110.00	6,050.00
42	110.00	110.00	6,050.00	86	110.00	85.00	6,837.50
43	110.00	110.00	6,050.00				
44	110.00	110.00	6,050.00				

**San Nicolas Estates Subdivision - Table C****Lots Less than the Required 50' Width**

<b>Item (Lot)</b>	<b>Feet (')</b>	<b>Lot Area (SF)</b>
1	45.00	7,387.50
20	49.21	6,333.16
21	41.84	9,269.11
22	43.98	6,040.51
27	43.98	6,040.51
28	41.84	7,945.92
29	49.21	6,161.91
48	45.00	6,837.50
49	45.00	6,837.50
67	45.00	6,487.50
68	45.00	6,487.50
86	45.00	6,837.50



## EXECUTIVE SUMMARY

REQUEST:

First Reading of Ordinance Number 2252-BG-042126, an ordinance amending Zoning Ordinance Number 2252-T-05-2024, and any other amending ordinances codified in the Code of Ordinances in Chapter 14A, Section 5.08, pertaining to “Fences” and amending the fence regulations and repealing any other ordinances in conflict therewith, as provided by the City of San Benito and providing for an effective date.

RECOMMENDATION:

First Reading, No Action.

RATIONALE:

This ordinance amendment is intended to clarify and update the fence regulations to improve readability and ensure residents can more easily understand the requirements and standards.

BUDGET IMPACT:

N/A

RESOURCE PERSONNEL:

Monica Rodriguez, Planner I

EXHIBITS:

Ordinance 2252-BG-042126

PREPARED BY: Monica L. Rodriguez  
Planning Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

**ORDINANCE NUMBER 2252-BG-042126**

**AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252-T-05-2024, AND ANY OTHER AMENDING ORDINANCES CODIFIED IN THE CODE OF ORDINANCES IN CHAPTER 14A, SECTION 5.08, PERTAINING TO “FENCES” AND AMENDING THE FENCE REGULATIONS AND REPEALING ANY OTHER ORDINANCES IN CONFLICT THEREWITH, AS PROVIDED BY THE CITY OF SAN BENITO AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section I. Residential Fence Regulations**

Fences located on residentially zoned properties shall be constructed and maintained under the following terms and conditions:

**A. Solid Face Fences**

Solid face fences on interior lots, including masonry, wood privacy, vinyl, or similar materials, shall be limited to a maximum height of three (3) feet at the front property line and within the first fifteen (15) feet measured from the front property line. Beyond this area, the fence height may increase to a maximum of six (6) feet around the remainder of the property.

**B. Ornamental and Decorative Fences**

Ornamental and decorative fences shall not exceed six (6) feet in height. These include ornamental iron or similar materials that allow reasonable visibility and substantially unobstructed airflow.

**C. Chain Link Fences**

Chain link fences may be constructed along all property lines and shall not exceed six (6) feet in height. Such fences shall be maintained in a manner that preserves reasonable visibility into the property.

**D. Corner Lot Visibility Requirements**

All fences located on corner lots shall comply with the sight visibility triangle requirements at intersections where a street or alley intersects another street or alley (see Exhibit D).

Solid face fences on corner lots, including masonry, wood privacy, vinyl, or similar materials, shall be limited to a maximum height of three (3) feet at the front property line

and within the first fifteen (15) feet measured from the front property line. Beyond this area, the fence height may increase to a maximum of six (6) feet.

## **Section II. Non-Residential Fence Regulations**

Fences located on commercially zoned properties shall be constructed and maintained under the following terms and conditions:

### **A. Screening Adjacent to Residential Districts**

A solid screening fence not less than six (6) feet in height shall be constructed along the side and/or rear property lines of a commercially zoned property where it adjoins a residential zoning district.

### **B. Maximum Height**

Fences shall not exceed six (6) feet in height, provided they do not obstruct traffic visibility or visibility into the commercial property from the public right-of-way.

### **C. Front Yard Fences**

Solid fences located within the front yard shall be limited to a maximum height of three (3) feet. Open materials (such as wrought iron, tubular steel, mesh, or similar materials) may be installed above the solid portion to allow reasonable visibility into the site, provided the total fence height does not exceed six (6) feet.

### **D. Visibility at Intersections**

A clear visibility area of at least twenty (20) feet at street intersections and fifteen (15) feet at alley intersections shall be maintained.

## **Section III. Fees**

- **Residential Fence Permit Fee:** \$40.00 + Plan Review Fee + any applicable additional fees
- **Commercial Fence Permit Fee:** \$200.00 + Plan Review Fee + any applicable additional fees

## **Section IV. Variances**

A variance shall be required for any fence that does not meet the requirements set forth in this ordinance. Variances shall be processed in accordance with the procedures established by the City of San Benito.

No variance may be granted for any fence that would violate the corner lot sight visibility requirements established in Section I(D). These visibility standards are mandatory and shall not be waived.

**Section V. Windstorm Engineering Requirements**

Residential and non-residential fences exceeding seven (7) feet in height shall require engineered windstorm plans in accordance with applicable building codes and windstorm regulations.

**Section VI. Effective Date**

**FIRST READING** of this ordinance before the City Commission of the City of San Benito at its Regular City Commission Meeting on the 7<sup>th</sup> day of April, 2026.

**PASSED, APPROVED, AND ADOPTED** on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on this 21<sup>st</sup> day of, April, 2026

**CITY OF SAN BENITO**

\_\_\_\_\_  
Honorable Ricardo Guerra  
Mayor

**ATTEST:**

\_\_\_\_\_  
Ruth A. McGinnis  
City Secretary



ORDINANCE NUMBER 2129-D-04-2026

AN ORDINANCE AMENDING ORDINANCE NUMBERS 2129-C-11-2024, AND 2129-A, CODE OF ORDINANCES, AMENDING CHAPTER VI, ABSENCES AND LEAVES, SECTION 1 HOLIDAYS AND ABSENCES AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of San Benito desires to amend the Holiday Schedule.

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

The City of San Benito Code of Ordinances is hereby amended to observe one holiday as follows:

SECTION 1. HOLIDAY

CURRENT

- (a) The following holidays are currently observed: New Year’s Day, Martin Luther King Day, Presidents Day; Good Friday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve (16).

PROPOSED

- (b) The following holidays are currently observed: New Year’s Day, Martin Luther King Day, Presidents Day, **Community and Labor Heritage Day**, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve (16).

SECTION 2. ORDINANCES IN CONFLICT:

All ordinances or parts of ordinances in conflict herewith are expressly repealed.

SECTION 3. EFFECTIVE DATE: This ordinance shall take effect immediately from and after its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular Commission Meeting on the 7<sup>th</sup> day of April 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 the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_.

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 2026-0407-001(R), a resolution suspending the May 9, 2026, effective date of the proposal submitted by Texas Gas Service Company, a division of One Gas, Inc., to implement interim grip rate adjustments for gas utility investment in 2025 and requiring delivery of this resolution to the company and legal counsel.

### RECOMMENDATION:

City Administration recommends approval.

### RATIONALE:

Cities Served by Texas Gas Service Rio Grande Valley Service Area:

On Tuesday, March 10, Texas Gas Service Company (Texas Gas or the Company) made an Interim Rate Adjustment or “GRIP” filing with the cities within its service area. The Company is seeking recovery of \$278,096,965 in invested capital. The current filing will increase rates to the average small residential customer by \$3.58 per month. This will increase the current small residential customer charge from \$19.50 to \$23.08 per month. Large residential customers will see their customer charge increase from \$35.00 to \$38.58 per month, and small commercial customers will see their customer charge increase from \$75.00 to \$88.70 per month.

The increase is currently scheduled to go into effect on May 9, 2026.

### BUDGET IMPACT:

N/A

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: Resolution 2026-0407-001(R) 2026 Texas Gas Service Company GRIP Suspension

PREPARED BY: Fred Sandoval  
City Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

**STATE OF TEXAS** §  
**COUNTY OF CAMERON** § **RESOLUTION NUMBER 2026-0407-001(R)**  
**CITY OF SAN BENITO, TEXAS** §

A RESOLUTION BY THE CITY OF SAN BENITO, TEXAS SUSPENDING THE MAY 9, 2026 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2025 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

**WHEREAS**, the City of San Benito, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of One Gas, Inc. (“TGS” or “Company”) and is a regulatory authority with an interest in the rates and charges of TGS; and

**WHEREAS**, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on March 10, 2026, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective May 9, 2026; and

**WHEREAS**, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 9, 2026, effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS representative Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 787476

([Judy.Hitchye@onegas.com](mailto:Judy.Hitchye@onegas.com)), and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)).

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2026 at a City of San Benito Regular City Commission Meeting.

**CITY OF SAN BENITO, TEXAS**

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Honorable Ricardo Guerra  
Mayor

**ATTEST:**

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Ruth A. McGinnis  
City Secretary



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve Resolution Number 2026-0407-002(R), a resolution approving the San Benito Economic Development Corporation, Inc.'s Small Business Investment Program Agreements with Healthy Hut Kitchen and Noe's Mexican Cafe.

### RECOMMENDATION:

Pending City Commission decision. The SBEDC Board of Directors recommends approval.

### RATIONALE:

The proposed resolution supports local economic development by facilitating targeted investment in small businesses through the San Benito Economic Development Corporation's Small Business Investment Program. Approval of these agreements with Healthy Hut Kitchen and Noe's Mexican Café is intended to promote business growth, job creation, and increased commercial activity within the community. These partnerships align with the City's strategic goals of strengthening the local economy, supporting entrepreneurship, and enhancing the vitality of San Benito's business environment.

### BUDGET IMPACT:

SBEDC Budget

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

### EXHIBITS:

Resolution  
Noe's Mexican Cafe  
Healthy Hut Kitchen  
Minutes

PREPARED BY: Fred Sandoval  
City Manager

03/29/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

STATE OF TEXAS §  
COUNTY OF CAMERON § Resolution No. \_\_\_\_\_  
CITY OF SAN BENITO §

**A RESOLUTION APPROVING THE SAN BENITO ECONOMIC DEVELOPMENT CORPORATION, INC.'S SMALL BUSINESS INVESTMENT PROGRAM AGREEMENTS**

**WHEREAS**, the City of San Benito has, by and through its elected governing body, considered and reviewed the agreements that were approved by the San Benito Economic Development Corporation, Inc. ("SBEDC");

**WHEREAS**, the City of San Benito finds that the proposed agreements are in accordance with the Small Business Investment Program and will benefit SBEDC, improve the economy within the state and the City of San Benito, and provide opportunities that are suitable for the development, retention, and expansion of business enterprises; thus, the following shall be resolved

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

**SECTION 1: *San Benito Economic Development Corporation, Inc. Small Business Investment Program Agreements***

A. Be it known that the elected governing body of the City of San Benito has considered and hereby approves the following agreements in accordance with the Small Business Investment Program -

- (i) Healthy Hut Kitchen (See attached Agreement);
- (ii) Noe's Mexican Cafe (See attached Agreement); and

B. It is immediately resolved that the San Benito Economic Development Corporation Inc. may proceed with incentives for each of the respective businesses in accordance with Program guidelines and

the agreements.

**SECTION 2: Savings Clause.**

Except as hereby resolved, any other statutes, bylaws, and policies, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

**SECTION 3: Severability Clause.**

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any other part thereof.

**SECTION 4: Effective Date; Publication.**

This Resolution shall take effect immediately upon passage by the members of the elected governing body of the City of San Benito. Any publication shall be noted by time and place as required by law.

**SECTION 5. Proper Notice and Meeting.**

It is hereby officially found and determined that the meeting at which action was taken 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.

It was **PASSED AND APPROVED** by the San Benito City Commission on the following dates: (a) \_\_\_\_\_; and (b) \_\_\_\_\_.

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest: (City)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito



# Economic Development Corporation

## SMALL BUSINESS INVESTMENT PROGRAM AGREEMENT

This agreement is entered into effect the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the **San Benito Economic Development Corporation, Inc.** ("SBEDC") and **Noe's Mexican Cafe** ("Applicant").

### RECITALS:

WHEREAS, the SBEDC offers financial assistance in furtherance of the Small Business Investment Program (the "Program") for business operations within the City of San Benito City limits; and

WHEREAS, Applicant has applied for a grant under said Program, with a copy of Applicant's completed application attached hereto as Exhibit A, which by this reference is incorporated herein and made a part of this Agreement; and

WHEREAS, the parties desire to further set forth their respective rights, duties, obligations, and responsibilities with regard to the Program; now therefore, in consideration of the mutual covenants of the parties set out herein.

### Program Conditions

#### APPLICANT:

To be eligible for receipt of financial assistance from the SBEDC, Applicant agrees to strictly comply with all of the Program Guidelines and with the terms of this Agreement. Applicant acknowledges and stipulates to its review, unconditional acceptance, and understanding of the guidelines and requirements.

Applicant shall remain operating within the municipal boundaries of San Benito, Texas for the required term for eligibility.

Applicant shall remain open for business after 6:00 pm Central Time, a minimum of five (5) days per week, as best suits the needs of the applicant. Applicant shall remain open for business for a period of not less than twelve (12) months.

Applicant shall produce all books, records, and property agreements (deeds or leases) at the request of SBEDC.

Applicant agrees to allow the San Benito EDC and City of San Benito, or its designated agent, access to buildings and improvements, when convenient for all parties, to confirm business operations.

Applicant shall give all required notices and comply with all applicable laws, ordinances, code,s and shall, at its expense, secure and pay all said fees and charges for the operation of the business.

Applicant agrees to use its best efforts to utilize business vendors operating in San Benito, Texas, and to further use best efforts to give priority for job vacancies to San Benito residents.

SBEDC:

Upon full review and approval of the completed application and business records by both the SBEDC and the City of San Benito, Applicant will qualify for an amount not to exceed \$ 10,000.00.

#### Default

In the event Applicant defaults on the terms and conditions enumerated in this Agreement, or ceases business operations within the effective period, SBEDC shall at times retain the right to pursue any and all legal actions. In the event of Default, Applicant shall be liable for any amounts provided by the SBEDC prior to and after the default. In addition to the Business Entity's liability, the members of the business shall be personally liable and personally guaranty the amounts provided as financial assistance paid.

Applicant agrees and stipulates that any act, omission, tampering, or misrepresentation of information concerning any obligation shall allow SBEDC to clawback payments and require Applicant to repay the full value of the compensation paid to Company.

#### Hold Harmless

Applicant shall indemnify and hold the SBEDC and City of San Benito harmless from and against any and all claims, losses, liabilities, damages, demands, suits, actions or judgements, and all expenses (including attorney's fees incurred by the SBEDC), arising from, or in any way related to, the leased property.

#### Attorney's Fees

In the event a dispute arises in connection with this Agreement, the prevailing part in such dispute shall be entitled to receive reasonable attorney fees and costs from the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first appearing below:

\*\*\*Signatures Follow\*\*\*

Acknowledged, Agreed, and Consented to by:

**Applicant**

By: \_\_\_\_\_  
**Noe M. Lima, Owner**

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Acknowledged, Agreed, and Consented to by:

**San Benito Economic Development Corporation, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Vice-President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by a majority vote of the governing body of the City of San Benito, Texas.

**City of San Benito**

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest:

(Corporation Seal)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito



## Economic Development Corporation

### NOTICE OF A REGULAR SCHEDULED MEETING OF THE SAN BENITO EDC BOARD OF DIRECTORS By In Person, Videoconference or Telephone Call, On Thursday, July 24, 2025, AT 5:30 PM

**DRAFT Meeting Minutes** of a Regular Scheduled Meeting of the San Benito Economic Development Corporation will be held by In Person, Videoconference or Telephone Call, on Thursday, July 24, 2025, at 5:30 PM.

#### **Board Meeting Presided by Mr. Daniel Cortez, EDC Vice President**

##### **Board Members Present**

Mrs. Anna Garza Llanes, Board President  
Mr. Daniel Cortez, Vice President  
Mr. Tom Goodman, Secretary/ Treasurer  
Mrs. Deborah A. Morales, Board Member **(Attended Virtually)**  
Mayor Ricardo Guerra, Board Member  
Mr. Hector Gomez, Board Member

##### **Board Member Absent**

Mr. Pedro A. Galvan, Board Member

##### **EDC Staff Present**

Mr. Fred Sandoval, Executive Director  
Mr. Mario Palomo, Assistant Executive Director  
Mr. Angel Avila, Economic Development Specialist

##### **Others Present**

Mr. Michael Pruneda, EDC Attorney  
Mr. Roy Garcia, Carpe De Nox  
Mrs. Toni Crane, San Benito Chamber of Commerce  
Ms. Alma Flores, San Benito Chamber of Commerce  
Mr. Alex Salinas, Boys & Girls Club of San Benito Board Member

#### **1. Determination of a quorum**

**Mrs. Anna Garza Llanes** made welcoming remarks and determined quorum.

#### **2. Call to Order**

**Mr. Anna Garza Llanes** called the meeting to order at 5:37 PM.

#### **3. Pledge of Allegiance and Texas Flag Pledge; Invocation**

**Mr. Angel Avila** lead the Pledge of Allegiance and Texas Flag Pledge. **Mr. Tom Goodman** led the invocation.

#### **4. Public Comments**

There were no public comments.

#### **5. Executive Director's Report**

Mr. Fred Sandoval presented this item for the board consideration and review.

**NO ACTION**

6. **CONSENT AGENDA:** The following are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the board of directors so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
- a. Consideration and possible action on approval of financial assistance pursuant to the Small Business Investment Program – Sales Tax Grant for the following (Executive Director):
    - (i) Briana Reyna d/b/a Paw-N-Spaw;
    - (ii) Noe M. Lima d/b/a Noe’s Mexican Cafe
  - b. Consideration and possible action on procedural amendment to requirements for Small Business Investment Program – Sales Tax Grant (Executive Director)
  - c. Consideration and possible action authorizing continued improvements, construction, and payment of related expenditures for professional services concerning the San Benito Fairgrounds that include but are not limited to the following (Executive Director):
    - (i) E&F Landscaping & Lawn Maintenance;
    - (ii) F&T Valley Motor Sports
    - (iii) SRS Production
    - (iv) Big G’s Fireworks;
    - (v) A&H Painting;
    - (vi) Ameritek; and
    - (vii) Reappropriation of Hog Waddle sponsorship proceeds to E&F Landscaping & Lawn Maintenance for professional construction services at the San Benito Fairgrounds

This Item was moved to executive session.

A motion to approve consent agenda items a & c to include RGV Detective Agency with a limit of \$10,000 was made by Mr. Tom Goodman. The motion was seconded by Mrs. Anna Garza Llanes. Upon a unanimous vote the motion carried.

**Item B NO ACTION**

7. Consideration and possible action on Amended Interlocal Agreement with the City of San Benito (Executive Director)
- A motion to send the interlocal agreement back to the city commission with the original amount of \$54,000 and to include the fairground lease was made by Mr. Tom Goodman. The motion was seconded by Mr. Hector Gomez. Upon a unanimous vote the motion carried.
8. Discussion on requirements of the USDA Intermediate Revolving Loan (Morales & Galvan)
- This Item was moved to executive session.

**NO ACTION**

9. Consideration and possible action on agreement with The Pruneda Law Firm PLLC (Morales & Galvan)
- This Item was moved to executive session.

**NO ACTION**

**10. Consideration and possible action on agreement with the San Benito Chamber of Commerce (Morales & Galvan)**

Mrs. Tori Crane presented this item for the board consideration and review. She stated there's a balance regarding the membership. Mr. Tom Goodman stated he would like to develop a closer relationship with the chamber before payment is processed. Mrs. Anna Garza Llanes stated based on we meet first.

A motion to approve the remaining of the balance was made by Mr. Tom Goodman. The motion was seconded by Mrs. Deborah A. Morales. Upon a unanimous vote the motion carried.

**11. Consideration and possible action authorizing sponsorship with Boys & Girls Club (Morales & Galvan)**

Mr. Alex Salinas presented this item for the board consideration and review. Mr. Tom Goodman commended Mr. Alex Salinas. He then asked if it was possible for EDC to split the city's sponsorship. Mrs. Deborah A. Morales stated that it's not possible because it was voted only for the city to pay. Mayor Guerra asked if this item can be moved to executive session. Mr. Micheal Pruneda answered if we going to be talking about the legal provisions of this sponsorship then yes. Mr. Fred Sandoval stated the city is already a title sponsor. He recommended a boot or the saddle.

A motion for the saddle sponsorship was made by Mrs. Deborah A. Morales. The motion was not seconded. The motion died.

A motion to approve the boot sponsorship of \$3,000 was made by Mr. Hector Gomez. The motion was seconded by Mayor Guerra. Upon a unanimous vote the motion carried.

**12. CLOSED SESSION:** In accordance with Chapter 551 of the Texas Government Code, the Board of Directors hereby gives notice that it may meet in a closed, non-public session to discuss matters in accordance with the following:

Pursuant to §§551.071 and 551.129, the Board of Directors may convene in a closed, non-public meeting with its attorney and discuss any matters related to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

- (i) Consult with attorney on Case 2024-DCL-02377; Case 13-25-00016-CV;
- (ii) Consult with attorney on Amended Interlocal Agreement with the City of San Benito;
- (iii) Consult with attorney on agreement with the San Benito Chamber of Commerce;
- (iv) Consult with attorney on the Boys & Girls Club

Pursuant to §551.072, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the Board of Directors and a third party in an open meeting:

- (i) Consult with attorney and staff on EDA Project Number 08-01-04891

Pursuant to §551.074, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee;

Pursuant to §§551.087(1-2), the Board of Directors may convene in a closed, non-public meeting to discuss any matters regarding economic development issues:

- (i) Consult with attorney and staff on all project updates;
- (ii) Consult with attorney and staff on Summer Concert Series, improvements, construction, and payment of related expenditures for professional services concerning the San Benito Fairgrounds;
- (iii) Consult with attorney and staff on the reappropriation of Hog Waddle credit to professional construction services for San Benito Fairgrounds

Board entered closed session at - 5:59 PM

Board Reconvened into Public Session at 8:08 PM

**13. RECONVENE** on items discussed in Closed Session:

A motion to proceed on Case 2024-DCL-02377 & Case 13-25-00016-CV; as discussed in executive session was made by **Mr. Tom Goodman**. The motion was seconded by **Mrs. Anna Garza Llanes**. Upon a unanimous vote the motion carried.

**14.** Requests for items to be placed on upcoming agendas & date for upcoming meeting

**Mrs. Anna Garza Llanes** asked for a report on the summer concert series.

**Mr. Tom Goodman** asked for an update on marketing agency.

**Mr. Hector Gomez** asked for an update on projects.

The next meeting will be held on August 21<sup>st</sup>, 2025 at 5:30 P.M.

**15. Meeting Adjournment**

The meeting was adjourned at 8:19 PM.

**Approved this 21<sup>st</sup> day of August 2025.**

<b>Anna Garza Llanes, President</b>	<b>Tom Goodman, Secretary/Treasurer</b>



# Economic Development Corporation

## SMALL BUSINESS INVESTMENT PROGRAM AGREEMENT

This agreement is entered into effect the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the **San Benito Economic Development Corporation, Inc.** ("SBEDC") and **Healthy Hut Kitchen** ("Applicant").

### RECITALS:

WHEREAS, the SBEDC offers financial assistance in furtherance of the Small Business Investment Program (the "Program") for business operations within the City of San Benito City limits; and

WHEREAS, Applicant has applied for a grant under said Program, with a copy of Applicant's completed application attached hereto as Exhibit A, which by this reference is incorporated herein and made a part of this Agreement; and

WHEREAS, the parties desire to further set forth their respective rights, duties, obligations, and responsibilities with regard to the Program; now therefore, in consideration of the mutual covenants of the parties set out herein.

### Program Conditions

#### APPLICANT:

To be eligible for receipt of financial assistance from the SBEDC, Applicant agrees to strictly comply with all of the Program Guidelines and with the terms of this Agreement. Applicant acknowledges and stipulates to its review, unconditional acceptance, and understanding of the guidelines and requirements.

Applicant shall remain operating within the municipal boundaries of San Benito, Texas for the required term for eligibility.

Applicant shall remain open for business after 6:00 pm Central Time, a minimum of five (5) days per week, as best suits the needs of the applicant. Applicant shall remain open for business for a period of not less than twelve (12) months.

Applicant shall produce all books, records, and property agreements (deeds or leases) at the request of SBEDC.

Applicant agrees to allow the San Benito EDC and City of San Benito, or its designated agent, access to buildings and improvements, when convenient for all parties, to confirm business operations.

Applicant shall give all required notices and comply with all applicable laws, ordinances, code,s and shall, at its expense, secure and pay all said fees and charges for the operation of the business.

Applicant agrees to use its best efforts to utilize business vendors operating in San Benito, Texas, and to further use best efforts to give priority for job vacancies to San Benito residents.

SBEDC:

Upon full review and approval of the completed application and business records by both the SBEDC and the City of San Benito, Applicant will qualify for an amount not to exceed \$ 2,764.00.

#### Default

In the event Applicant defaults on the terms and conditions enumerated in this Agreement, or ceases business operations within the effective period, SBEDC shall at times retain the right to pursue any and all legal actions. In the event of Default, Applicant shall be liable for any amounts provided by the SBEDC prior to and after the default. In addition to the Business Entity's liability, the members of the business shall be personally liable and personally guaranty the amounts provided as financial assistance paid.

Applicant agrees and stipulates that any act, omission, tampering, or misrepresentation of information concerning any obligation shall allow SBEDC to clawback payments and require Applicant to repay the full value of the compensation paid to Company.

#### Hold Harmless

Applicant shall indemnify and hold the SBEDC and City of San Benito harmless from and against any and all claims, losses, liabilities, damages, demands, suits, actions or judgements, and all expenses (including attorney's fees incurred by the SBEDC), arising from, or in any way related to, the leased property.

#### Attorney's Fees

In the event a dispute arises in connection with this Agreement, the prevailing part in such dispute shall be entitled to receive reasonable attorney fees and costs from the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first appearing below:

\*\*\*Signatures Follow\*\*\*

Acknowledged, Agreed, and Consented to by:

**Applicant**

By: \_\_\_\_\_  
Miguel Ramirez, Jr., Owner

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Acknowledged, Agreed, and Consented to by:

**San Benito Economic Development Corporation, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Vice-President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by a majority vote of the governing body of the City of San Benito, Texas.

**City of San Benito**

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest:

(Corporation Seal)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito



**DRAFT Meeting Minutes** of a Regular Scheduled Meeting of the San Benito Economic Development Corporation will be held by In Person, Videoconference or Telephone Call, on Tuesday, August 26, 2025, at 5:30 PM.

**Board Meeting Presided by Mrs. Anna Garza Llanes, EDC President**

**Board Members Present**

Mrs. Anna Garza Llanes, Board President  
Mr. Daniel Cortez, Vice President  
Mr. Tom Goodman, Secretary/ Treasurer  
Mrs. Deborah A. Morales, Board Member  
Mayor Ricardo Guerra, Board Member  
Mr. Hector Gomez, Board Member  
Mr. Pedro A. Galvan, Board Member

**Board Member Absent**

**EDC Staff Present**

Mr. Fred Sandoval, Executive Director  
Mr. Mario Palomo, Assistant Executive Director  
Mr. Angel Avila, Economic Development Specialist

**Others Present**

Mr. Michael Pruneda, EDC Attorney  
Mr. Roy Garcia, Carpe De Nox  
Mrs. Diana Garza, Assistant City Manager  
Mrs. Stephanie Sarrionandia, COSB Finance Director

**1. Determination of a quorum**

Mrs. Anna Garza Llanes made welcoming remarks and determined quorum.

**2. Call to Order**

Mrs. Anna Garza Llanes called the meeting to order at 5:31 PM.

**3. Pledge of Allegiance and Texas Flag Pledge; Invocation**

Mr. Angel Avila lead the Pledge of Allegiance and Texas Flag Pledge. Mr. Tom Goodman led the invocation.

**4. Public Comments**

There were no public comments.

**5. Executive Director's Report**

**NO ACTION**

6. **Consent Agenda:** The following are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the board of directors requests it, in which case the item will be removed from the Consent Agenda and considered independently.

- a. Consideration and possible Action on the SBEDC's Meeting Minutes for June 20, 2025
- b. Consideration and possible Action on the SBEDC's Meeting Minutes for July 24, 2025
- c. Consideration and possible Action on approval of expenditures for the professional services of RGV Detective Agency LLC
- d. Consideration and possible action on approval of financial assistance pursuant to the Small Business Investment Program – Sales Tax Grant for the following (Executive Director):
  - (i) Miguel Ramirez, Jr. d/b/a Healthy Hut Kitchen

A motion to approve items a & b with corrections noted was made by Mr. Tom Goodman. The motion was seconded by Mr. Hector Gomez. Upon a unanimous vote the motion carried.

Mr. Fred Sandoval asked Mrs. Anna Garza Llanes to deviate from this item c due to not having the invoices at that moment. He added that they should be sending them over shortly.

Mr. Mario Palomo presented item d for the board's consideration and review. A motion to approve item d was made by Mr. Daniel Cortez. The motion was seconded by Mr. Tom Goodman. Upon a unanimous vote the motion carried.

A motion to approve item c was made by Mr. Tom Goodman. The motion was seconded by Mayor Guerra. Upon a unanimous vote the motion carried

7. **Individual Items for Consideration:**

- a. Consideration and possible action on Resolution ratifying and approving economic development incentive grants in furtherance of the Summer Concert Series
- b. Consideration and possible action on Resolution adopting a Budget for the SBEDC General Fund, and other SBEDC accounts for Fiscal Year October 1, 2025 and ending September 30, 2026
- c. Consideration and possible action on agreement with The Atkins Group
- d. Consideration and possible action on agreement with The Pruneda Law Firm PLLC (Morales & Galvan)

Mr. Fred Sandoval asked to move items a, c, and d to be discussed in executive session.

Mrs. Stephanie Sarrionandia presented item b for the board's consideration and review. A discussion regarding the item took place. A motion to approve the budget based on some of line-item changes was made by Mr. Tom Goodman. The motion was seconded by Mr. Daniel Cortez. Upon a unanimous vote the motion carried.

A motion to approve item a including amounts that were given away was made by Mr. Tom Goodman. The motion was seconded by Mr. Daniel Cortez. Upon a unanimous vote the motion carried.

A motion to approve item c was made by Mr. Daniel Cortez. The motion was seconded by Mr. Tom Goodman. Upon a unanimous vote the motion carried.

## ITEM D NO ACTION

8. **Closed Session:** In accordance with Chapter 551 of the Texas Government Code, the Board of Directors hereby gives notice that it may meet in a closed, non-public session to discuss matters in accordance with the following:

Pursuant to §§551.071 and 551.129, the Board of Directors may convene in a closed, non-public meeting with its attorney and discuss any matters related to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

- (i) Consult with attorney on Case 2024-DCL-02377; Case 13-25-00016-CV;
- (ii) Consult with attorney on Spectrum Weather and Specialty Insurance;
- (iii) Consult with attorney and staff on general counsel and litigation allocations for the SBEDC General Fund for Fiscal Year October 1, 2025, and ending September 30, 2026

Pursuant to §551.072, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the Board of Directors and a third party in an open meeting;

- (i) Consult with attorney and staff on land acquisition allocations for the SBEDC General Fund for Fiscal Year October 1, 2025, and ending September 30, 2026

Pursuant to §551.074, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee;

- (i) Consult with attorney and staff on personnel-related allocations for the SBEDC General Fund for Fiscal Year October 1, 2025, and ending September 30, 2026

Pursuant to §§551.087(1-2), the Board of Directors may convene in a closed, non-public meeting to discuss any matters regarding economic development issues:

- (i) Consult with attorney and staff on economic development project allocations for the SBEDC General Fund for Fiscal Year October 1, 2025, and ending September 30, 2026

Board entered closed session at - 6:56 PM

Board Reconvened into Public Session at 9:19 PM

9. **Reconvene.** Consideration and possible action on items discussed in Closed Session, if any,

## NO ACTION

10. Requests for items to be placed on upcoming agendas & date for upcoming meeting

Mr. Tom Goodman asked for an evaluation & a proposed contract for Mr. Fred Sandoval.

Mrs. Deborah Morales asked for expense reports.

Mrs. Anna Garza Llanes asked for an update on projects.

The next meeting will be held on September 23<sup>rd</sup>, 2025 at 5:30 P.M.

## 11. Meeting Adjournment

The meeting was adjourned at 9:27 PM.

Approved this 23<sup>rd</sup> day of September 2025.

<b>Anna Garza Llanes, President</b>	<b>Tom Goodman, Secretary/Treasurer</b>



## EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Resolution Number 2026-0407-003(R), a resolution approving proposed projects of the San Benito Economic Development Corporation, Inc. pertaining to Project Sergeant Hulka, engineering and optional construction Professional Services Agreement; eminent domain authorization through Ordinance; adoption of Pipeline Crossing Agreement.

RECOMMENDATION:

RATIONALE:

BUDGET IMPACT:

SBEDC \$10,000.00 (Union Pacific - Pipeline Project)  
City: None, Agreement approval only.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: R-EDC Projects 6

PREPARED BY: Fred Sandoval  
City Manager

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



SECTION 2: **Savings Clause.**

Except as hereby resolved, any other directives or actions of the City of San Benito, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: **Severability Clause.**

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any other part thereof.

SECTION 4: **Effective Date; Publication.**

This Resolution shall take effect immediately upon passage by the members of the elected governing body of the City of San Benito. Any publication shall be noted by time and place as required by law.

SECTION 5. **Proper Notice and Meeting.**

It is hereby officially found and determined that the meeting at which action was taken 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. It was **PASSED AND APPROVED** by the San Benito City Commission on the following dates: (a) \_\_\_\_\_; and (b) \_\_\_\_\_.

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest: (City Seal)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito

**Pipeline  
Agreement**



March 13, 2026  
Project: 0803552

CITY OF SAN BENITO

Re: Proposed Installation Of One New Underground Four (4) Inch Pvc C900 Dr18 Pipe Conveying Sanitary Sewer Encased In A Twenty (20) Inch Steel Pipe Pipeline Crossing of Railroad Property at Mile Post 17.52 on the Brownsville Subdivision at or near San Benito, Cameron County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0803552 referenced**, in the amount of **Ten Thousand Dollars (\$10,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

**Send Electronic Payments to:**

Name: Bank of America, Dallas, TX  
Union Pacific Account = 3752021457

- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

**Mail Checks to:**

Union Pacific Railroad Company  
P.O. Box 7412567  
Chicago, IL 60674-2568

- **CHECKS ONLY – NO AGREEMENTS**

**UP does not currently offer a credit card option for these payments.**

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at [klbristo@up.com](mailto:klbristo@up.com).

Sincerely,

Kerin L Bristow  
Mgr II Real Estate - Contracts

## PIPELINE CROSSING AGREEMENT

Mile Post: 17.52, Brownsville Subdivision  
Location: San Benito, Cameron County, Texas

**THIS AGREEMENT (“Agreement”)** is made and entered into as of June 11, 2025, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF SAN BENITO**, a Texas to be addressed at 401 N Sam Houston Blvd, San Benito, Texas 78586 (“Licensee”).

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1.      LICENSOR GRANTS RIGHT.**

A.      In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate installation of one new underground four (4) inch PVC C900 DR18 pipe conveying sanitary sewer encased in a twenty (20) inch steel pipe only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in San Benito, Cameron County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 4, 2026, attached hereto as **Exhibit A** and made a part hereof.

B.      Licensee represents and warrants that Licensee's Facilities will (i) only be used for installation of one new underground four (4) inch PVC C900 DR18 pipe conveying sanitary sewer encased in a twenty (20) inch steel pipe, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C.      Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

**Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Ten Thousand Dollars (**\$10,000.00**).

**Article 3.      TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Project No. 0803552)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF SAN BENITO  
401 N Sam Houston Blvd  
San Benito, Texas 78586

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
**Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)**  
**Phone (682)223-5271**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF SAN BENITO**

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

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

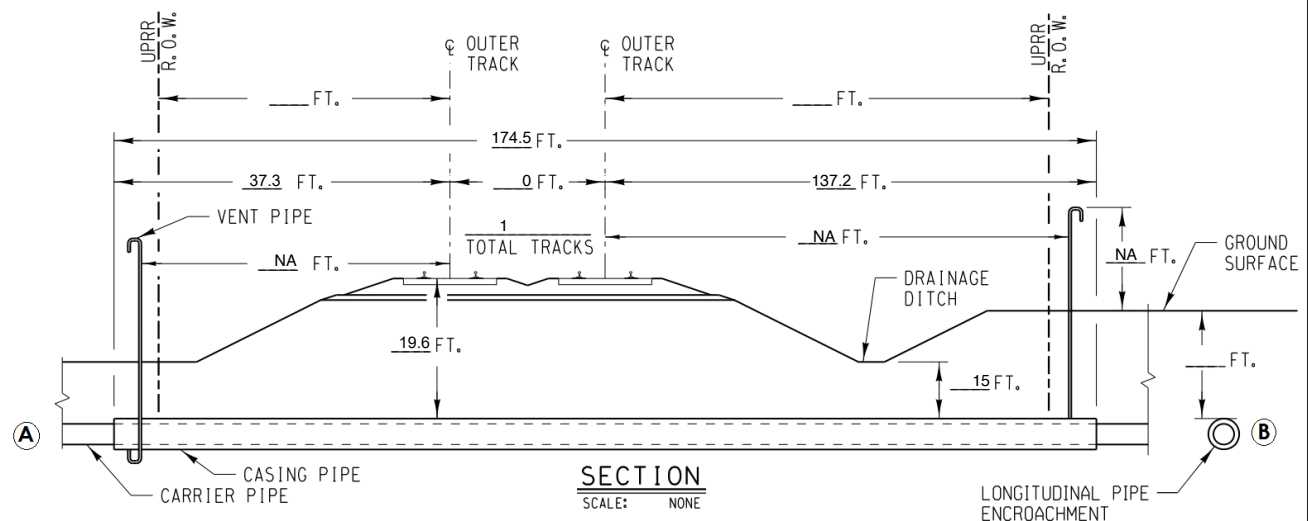
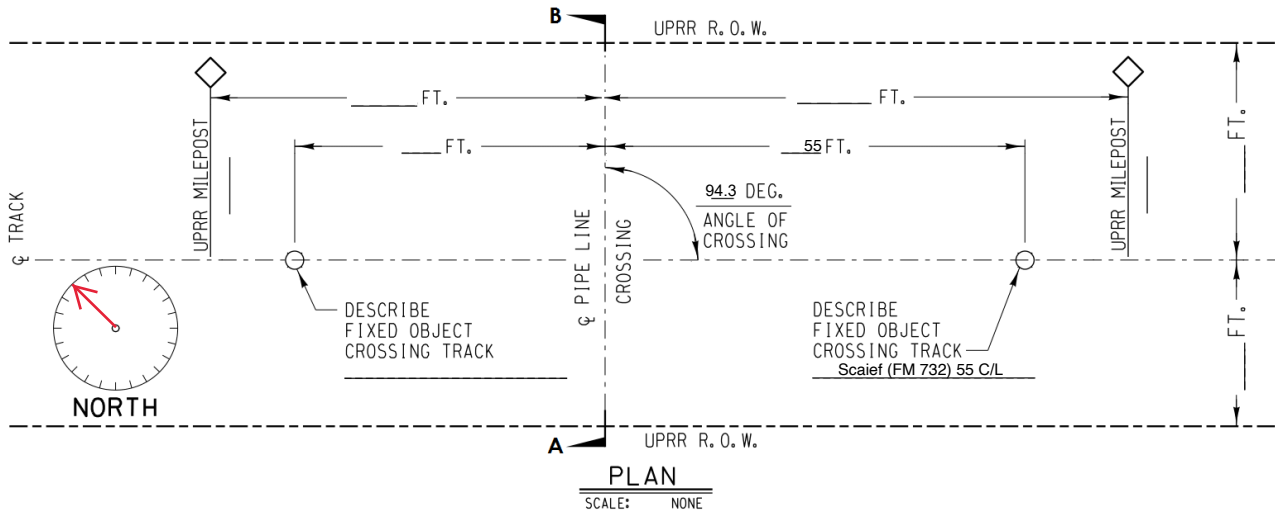
Kerin L Bristow  
*Mgr II Real Estate - Contracts*

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PVC C900 DR18. IF RCP, CLASS V? NA  
 COMMODITY TO BE CONVEYED SANITARY SEWER COLLECTION  
 OPERATIONAL PRESSURE 12 PSI. MAOP 67 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 26. DIAMETER 4 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA  
 TOTAL LENGTH CASING PIPE: 174.5 FT.  
 WALL THICKNESS 0.375 IN. DIAMETER 20 IN.  
 CATHODIC/COATING PROTECTION YES  
 CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
60 AND 140.



**BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE: INDUSTRY OR SPUR TRACK		
M.P.:	LAT.: 26.11638889	
E.S.M.:	LONG.: -97.61444444	
NEAREST CITY:	COUNTY:	STATE:
SAN BENITO	CAMERON	TX
APPLICANT: CITY OF SAN BENITO		
FILE NO.: 0803552	DATE: 3/4/2026	

**EXHIBIT B**

**GENERAL TERMS AND CONDITIONS**

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B.     Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F.     Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

**Section 6.     PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**Professional  
Service  
Agreement**

Contract ID #: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

CLIENT: San Benito EDC

Address: 701 N. Bowie St.  
San Benito, TX 78586

Project: **FM732 Sewer Line Improvement  
Project**

Project Location: San Benito, Texas

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

This AGREEMENT is between **Trimad Consultants, LLC.** (hereafter referred to as "ENGINEER" and/or "Contractor"); and **San Benito Economic Development Corporation, Inc.**, (hereinafter referred to as the "CLIENT"). Contractor is hereby authorized to perform professional services in connection with the **FM732 Sewer Line Improvement Project**, (hereinafter referred to as the "PROJECT").

**Section 1**

**General Scope of Services and Project Description**

**1.1** As a condition precedent to the effectiveness of this Agreement, Contractor shall obtain all authorizations, approvals, and consents from Union Pacific Railroad Company, and any other person and entity, private or public, with an interest in the subject areas.

**1.2** The Parties agree that the Contractor's scope of professional services shall be limited to the following Project services and corresponding costs to be completed on or before the expiration of \_\_\_\_ months from issuance of the notice to proceed:

<b>Table 1</b>		
<b>6-inch Forcemain &amp; 12-inch Gravity Sewer</b>		
<b>Task No</b>	<b>Description</b>	<b>Budget Fee</b>
1 <sup>1</sup>	Data collection and Topography, research, and review of relevant information / Site visits (30%)	\$13,218.00
2	Design Phase (60%)	\$26,436.00

<sup>1</sup> Client will have to obtain a property suitable for the lift station. Location and Cost is not included in the agreement.

3	Construction Phase (10%) (only for third-party Construction services)	\$4,406.00 (subject to construction services)
4	Define R.O.W., metes & bounds description, & title report research	\$10,000.00

Table 2		
Task & Budget for Lift Station		
Task No	Description	Budget Fee
1	Civil Engineering (8%)	\$100,000.00
2	Electrical Engineering (3%)	\$37,500.00
3	Structural Engineering (2%)	\$25,000.00

Table 3	
Total Costs	
Table	Fees
1	\$54,060.00
2	\$162,500.00
Total	\$216,560.00 (subject to construction services)

**1.3 Optional Scope for Design-Build.** At the sole option of Client's board of directors, Contractor may also provide additional professional services for construction services subject to proof of performance and payment bonds.

**1.4** Should Client increase the scope of Contractor's professional services to include construction, the Parties agree that the scope of additional professional services shall be limited to the following along with corresponding costs to be completed on or before the expiration of \_\_\_\_ months from issuance of the notice to proceed:

Table 4					
Construction of Forcemain & Sanitary Sewer Collection System					
Item	Description	Unit	Quantity	Equipment Cost/Unit	Total Cost
1	12-inch SDR 26 PVC Sewer Line	LF	900	\$65.00	\$58,500
2	6-inch C-900 DR 18 PVC Sewer Line	LF	1965	\$40.00	\$78,600.00

3	6-inch MJ 45 Degree Brand	EA	7	\$2,500.00	\$17,500.00
4	48-inch diameter sanitary sewer manhole	EA	2	\$12,000	\$24,000
5	60 inch diameter sanitary sewer manhole	EA	1	\$15,000	\$15,000
6	Air release valve	EA	2	\$6,000.00	\$12,000.00
7	Connection to existing fiber glass manhole	EA	1	\$2,500.00	\$2,500.00
8	Sanitary sewer line service connections (stub-out)	EA	2	\$500.00	\$1,000.00
9	8-inch bore and steel casing (broadway dr)	LF	50	\$300.00	\$15,000.00
10	20-inch bore and steel casing (ditch crossing & UPRR crossing)	LF	185	\$700.00	\$129,500.00
11	Ground and Surface Water Control	LS	1	\$50,000.00	\$50,000.00
12	Cleaning & Grubbing	AC	1	\$4,000.00	\$4,000.00
13	Site Restoration	AC	1	\$8,000.00	\$8,000.00
14	Sediment Control Fence (install & remove)	LF	2,000	\$5.00	\$10,000.00
15	Traffic Control	LS	1	\$5,000.00	\$5,000.00
16	Mobilization	LS	1	\$10,000.00	\$10,000.00
17	0.44 MGD lift station	EA	1	\$950,000.00	\$950,000.00
18	Odor Control	EA	1	\$300,000.00	\$300,000.00
19	10% contingency				\$125,000.00

## Section 2

### Representations and Warranties

**2.1** By executing this AGREEMENT, the undersigned Parties represent and stipulate that they are authorized to approve the terms, provisions, and conditions provided herein. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions. The PARTIES

further agree and stipulate that the City of San Benito is an intended beneficiary of the professional services provided in this agreement.

**2.2** Contractor and Client are acting independently and not in any form of partnership or joint venture. With the exception of third parties and subcontractors acting at the direction of Contractor, neither Contractor nor Client assumes responsibilities or liabilities as to any third parties concerning this Agreement.

### **Section 3**

#### **Bonds, Insurance and Indemnification**

**3.1** Contractor will obtain, present to Client, and maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, payment and performance bonds, and comprehensive general liability and automobile insurance coverage. CLIENT and City of San Benito will be named as additional insureds with respect to Contractor's liabilities hereunder in bonding and insurance coverage as mentioned above and Contractor waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) *General Liability Coverage.* Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.

(2) *Automobile Liability Coverage.* Contractor shall maintain automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit for each occurrence, for bodily injury and property damage.

(3) *Workers' Compensation and Employer's Liability Coverage.* Contractor shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000.00 per occurrence, for any

and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.

- (4) *Professional Liability Coverage.* Contractor shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000.00 per claim, covering negligent acts, errors or omissions which may be committed by Contractor and/or any of its agents, employees, and personnel acting in furtherance of its services under this AGREEMENT.
- (5) *Performance and Payment Bonds.* Should Client increase the scope of Contractor's professional services to include construction, as stated in this agreement, the parties agree that Contractor shall acquire and maintain until full and final completion of the PROJECT both performance and payment bonds in amounts not less than the total aggregate contracted amount for construction. Client shall approve Contractor's bonding prior to the notice to proceed and the payment of any services.
- (6) *Verification by Client.* Contractor shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Contractor. At the request of CLIENT, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

**3.2** The Contractor shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of Contractor, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

**3.3** The Contractor agrees that it shall, at Contractor's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Contractor or Contractor's agent, consultant

under contract, or another entity over which the Contractor exercises control. Contractor shall reimburse CLIENT reasonable attorney's fees. Tex. Loc. Govt. Code Ann. §271.904

**3.4** Contractor shall name the San Benito Economic Development Corporation, Inc. and the City of San Benito as additional insureds under its general liability policies and provide each with a defense to any policies. Tex. Loc. Govt. Code Ann. §271.904(c).

## **Section 4**

### **Termination**

**4.1** This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the full project scope. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the termination of this contract, the contract may be renewed only with the consent of the San Economic Development Corporation and the City of San Benito.

**4.2** This AGREEMENT may also be terminated for convenience on thirty (30) days written notice, or for cause if either party fails to substantially perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. The Client, at any time, may file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

**4.3** If this AGREEMENT is terminated by CLIENT with cause or by Contractor without cause, the Contractor shall be paid the reasonable value of completed services performed by the Contractor prior to termination date minus the cost to complete the scope of work under this Agreement. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and Contractor's requests for payment for all expenses and services arising from completed work performed and expenses incurred prior to the date of termination. Contractor shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior

to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and Contractor. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

**4.4** As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

**4.5 Pre-Litigation Mediation.** Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall request mediation. Upon acceptance by the non-claiming party within thirty (30) days, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

## **Section 5**

### **Professional Services Fee**

**5.1** The costs and fees for the specified units and the scope of services as described shall not exceed the amounts specified in **Section 1**. Each task would require a notice to proceed by Client for engineering services, and the optional design-build construction services if approved by Client and bonds for payment and performance as required by Client prior to commencement.

**5.2** For all services to be performed by Contractor under this AGREEMENT, Contractor shall be paid the amounts set forth in this agreement according to the completion of each task. In no event shall Contractor's total compensation exceed the sum of the amounts without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

## **Section 6**

### **Reimbursable Expenses**

**6.1** Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost-plus ten percent (10%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight delivery services. Contractor is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to Contractor.

**6.2** The CLIENT or any duly authorized representative and legal representative of Client shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

## **Section 7**

### **Application for Payments (Invoices)**

**7.1** Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify Contractor, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The Contractor and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

## **Section 8**

### **Qualifications on Obligation to Pay**

**8.1** CLIENT shall not be obligated to make payment to Contractor in the event one or more of the following conditions are in existence:

- (a) Contractor is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT

has provided written notice of such alleged default and provided Contractor a reasonable opportunity to cure.

- (b) Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to Contractor and provided Contractor a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;
- (c) Contractor has failed to make payment promptly to subcontractors or other third parties used in connection with the services for which CLIENT has made payment to Contractor;
- (d) If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide Contractor with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due Contractor hereunder unless and until Contractor, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;
- (e) No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves Contractor of any its obligations hereunder with respect thereto;

**8.2** Contractor shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

**8.3** Contractor acknowledges that Contractor's and subcontractor's skill and expertise are a material consideration for CLIENT entering into this AGREEMENT. Contractor shall not assign, subcontract or delegate to any other party the performance of any to be rendered by Contractor under this

AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, Contractor shall be fully responsible to CLIENT for all acts or omissions of the subcontractor(s).

**8.4** Contractor 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.

**8.5** Contractor agrees and stipulates that any act, omission, tampering, or misrepresentation of information concerning any performance obligation shall allow CLIENT to recoup payments and require repayment of the full value of the compensation paid plus ten (10) percent interest. The right to claw-back shall survive the term and termination of this agreement. The claw-back remedy is in addition to and separate from any other legal relief available to CLIENT.

## **Section 9**

### **Final Payment**

After final completion of the work and acceptance thereof by CLIENT, Contractor shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to Contractor. Upon approval thereof by CLIENT, CLIENT shall pay to Contractor the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

## **Section 10**

### **Ownership and Reuse of Documents**

**10.1** The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to Contractor or to any other party. The Contractor may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final

PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold Contractor harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

**10.2** As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

## **Section 11**

### **Other Conditions or Services**

**11.1** Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and Contractor agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on Contractor's experience and abilities with respect to performing the Services outlined in the Scope of Services. Contractor represents to CLIENT that Contractor will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

**11.2** Contractor must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Tex. Loc. Govt. Code Ann. §271.904(d) (1-2)

**11.3** The Contractor represents, covenants and agrees that the person directly in charge of the professional services is duly registered under applicable Texas Law.

**11.4** The CLIENT and Contractor agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to the designer or other conflicts related to city-owned and third-party utilities shall not be considered

design errors or omissions unless such conflicts should have reasonably been known by the Contractor. Contractor shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, Contractor shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from Contractor. The CLIENT will provide Contractor information of their underground facilities.

**11.5** The CLIENT understands and agrees that Contractor's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) Contractor will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) Contractor will maintain documentation of contacts with utilities contacted and Contractor agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) Contractor / Contractor'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) Contractor will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. Contractor will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that Contractor has performed the steps identified above, shall be considered as unforeseen conditions.

**11.6** Should the parties proceed under the design-build construction option, where a change order to the construction contract is caused by a design error or omission and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, Contractor shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. Contractor shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

11.7 Contractor agrees that it shall neither transfer nor assign its obligations or interests arising from this Agreement to any person or entity.

## Section 12

### Special Provisions

12.1 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 supersedes all previous discussions and understandings. This document may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue and jurisdiction shall lie exclusively in Cameron County, Texas, and further agree that Texas laws shall apply.

\*\*\*Signatures Follow\*\*\*

AGREED AS TO SUBSTANCE AND FORM

Trimad Consultants LLC.,  
1803 Mozelle Street  
Pharr TX, 78577

Ricardo Salazar, PE  
President

By: \_\_\_\_\_  
Signature  
Contractor/Engineer

\_\_\_\_\_  
Date

**VERIFICATION**

THE STATE OF TEXAS                    §  
  §  
COUNTY OF CAMERON                   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ on behalf of **Trimad Consultants 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 the *Agreement* for Professional Engineering Services and stipulations as to boycotting Israel and firearm entity or firearm trade association, and that the terms and conditions in are agreed, consented to, and approved.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
**Trimad Consultants LLC**

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME **Ricardo Salazar** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC IN AND  
FOR THE STATE OF TEXAS

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires on: \_\_\_\_\_

AGREED AS TO SUBSTANCE AND FORM:

San Benito Economic Development Corporation, Inc.

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by a majority vote of the governing body of the City of San Benito, Texas.

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest:

(City Seal)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito

**\*Ordinance\***  
**eminent**  
**domain**

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

AN ORDINANCE OF THE CITY OF SAN BENITO THAT INCLUDES LEGAL AUTHORITY; LIMITED AUTHORIZATION AND APPROVAL OF MUNICIPAL EMINENT DOMAIN POWERS TO THE SAN BENITO ECONOMIC DEVELOPMENT CORPORATION; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE; READINGS; PUBLICATION; PROPER NOTICE OF MEETING; AND ORDAINING OTHER RELATED MATTERS

**WHEREAS**, the Charter of the City of San Benito authorizes the City of San Benito ("City") 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;

**WHEREAS**, as a home-rule municipality, City has full power of local self-government with 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**, the City of San Benito authorized and approved the creation of the San Benito Economic Development Corporation, Inc. ("SBEDC"), a Type B entity, to carry out powers, privileges, and projects as authorized by law to improve the overall economy, workforce, and development in furtherance of San Benito; it now moves to ordain the following to stimulate and promote opportunities for future development, growth, and new business and commercial activities by authorizing the SBEDC to exercise eminent domain;

*Now, therefore,*

***Be It Ordained By The City Commission of  
The City of San Benito, Texas***

***That:***

SECTION 1: ***Authority.*** The authority granted to the City of San Benito and the city's development corporation known as the San Benito Economic Development Corporation, Inc. are provisions referenced in Tex. Loc. Gov. Code §§51.001, 51.072, 505.105, and the Amended Bylaws of the San Benito Economic Development Corporation, effective April 16, 2024.

SECTION 2: ***Authorization to Exercise Eminent Domain.***

(a) As authorized by law, the City of San Benito approves of the

San Benito Economic Development Corporation, Inc., a Type B development corporation, to exercise the power of eminent domain following adoption of this ordinance, and in accordance with and subject to the applicable laws. See Tex. Loc. Gov. Code §§505.105.

(b) The SBEDC and its legal counsel shall acquire the properties in ways necessary to promote and benefit the economy of the City and the state.

(c) The eminent domain authority granted by the City of San Benito to the SBEDC is limited to Project Hulka, adjacent tracts of land, and all rights concerning in, on, under, and abutting said tracts of land.

SECTION 3: ***Savings Clause.***

Except as hereby amended, any provisions of the codes, ordinances, and directives of the City of San Benito, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 4: ***Severability Clause.***

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 5: ***Effective Date; Readings; Publication.***

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) \_\_\_\_\_; and (b) \_\_\_\_\_. Any publication shall be noted by time and place.

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 AND APPROVED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Honorable Ricardo Guerra, Mayor  
City of San Benito

Attest:

(Seal of City)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito



## EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve an Amended Interlocal Agreement with the San Benito Economic Development Corporation, Inc., regarding Administrative Services, Sponsorships, and Use of City Properties.

RECOMMENDATION:

City Administration Recommends Approval

RATIONALE:

BUDGET IMPACT:

\$10,000

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:

Interlocal  
Minutes

PREPARED BY:

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

**Amended Interlocal Agreement As To Administrative Services,  
Sponsorships, and Use of City Properties**

THIS AGREEMENT, as amended, is effective as of the day of execution by the parties, by and between the **San Benito Economic Development Corporation Inc.** (hereinafter "**SBEDC**") and the **City of San Benito** (hereinafter referred to as "**City**") and cumulatively referenced as "**Parties**"; each acting by and through their respective board of directors and elected officials as follows:

WHEREAS, SBEDC and City have historically furthered the interests of the City of San Benito so that specific facilities, resources, programs, and personnel can provide certain administrative functions;

WHEREAS, in order to continue to facilitate successful economic development programs within the boundaries of the City of San Benito and to provide opportunities to local and national businesses, as well as those seeking job-training, San Benito EDC and City intend to continue to work together by memorializing an agreement for administrative services for their mutual benefit;

WHEREAS, in furtherance of this agreement, the parties seek to satisfy obligations in accordance with applicable economic development laws, and each party respects their independent legal standing and are not considered to be entering into a joint venture, partnership, or other legally recognized relationship.

**Terms & Conditions**

*Administrative Functions*

1. In accordance with Title 7, Chapter 791, Sections 791.003(5) and 791.027 of the Texas Government Code, the SBEDC and City have shared interests with the implementation of administrative functions related to the consent, approval, and ratification of SBEDC projects and certain non-budgeted expenditures.

2. SBEDC and City understand and agree that their respective obligations are as follows:

- a. City shall name and assign an authorized representative and alternate that will be responsible for transmittals with SBEDC related to the timely placement of SBEDC agenda items on City's meeting agendas (as may be necessary) for ratification and approval, expedited permitting, and accommodation of departmental meetings related to prospective development projects.
- b. City shall provide administrative services to SBEDC that include but are not limited to the preparation and payment of payroll, insurance, payment issuances for services, preparation of financial reports, presentational meeting reports related to project performances, preparation of annual budgets, and general summaries of budgeting, accounting, financial management.
- c. City shall utilize its technology support, hardware, software, and phone systems for use and in furtherance of the administration of San Benito EDC financial services.
- d. City will reimburse SBEDC for any costs, expenses, and attorney's fees associated with legal services that relate to matters affecting the City's legal interests.

#### *Sponsorships*

3. City and SBEDC agree that for all instances where the SBEDC sponsors a City event, the City shall include SBEDC as an additional insured on effective insurance policies allowing for the SBEDC to initiate loss claims. If effective insurance policies do not allow the inclusion of the SBEDC as an additional insured, then City agrees and consents that the SBEDC sponsorship shall be refunded upon the payment of claims.

#### *Property Use*

4. City and SBEDC further agree that at the request of the SBEDC, City shall approve a lease for city-controlled real property, easements, facilities, and right-of-way without charge to the SBEDC. The lease shall include SBEDC's occupancy and its authorized third-parties in furtherance of the SBEDC's use.

**Modification**

5. It is understood and agreed by the parties that any changes to this agreement shall be by an amended written agreement adopted by the respective board of directors and elected officials.

**Payment for Services**

6. Subject to the terms and conditions specified herein, SBEDC and City shall use their best efforts to determine the cost that may be due and owing for their mutual and reciprocal obligations. The costs to the SBEDC for the administrative services shall not exceed \$54,000.00

**Term**

7. The term of this agreement shall be on a month-to-month basis. Either party may terminate this agreement.

**Public Adoption**


8. It is hereby officially found and determined that the meetings at which this instrument 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.

IN WITNESS WHEREOF, the parties have executed this Contract on this the 27<sup>th</sup> day of February, 2026.

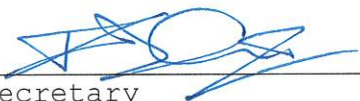
**APPROVED by San Benito Economic Development Corporation Inc.**

By:   
President

Date: 3/13/26

By:   
Vice-President

Date: 3-13-26

By:   
Secretary

Date: 3-13-26

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
a majority vote of the governing body of the City of San Benito,  
Texas.

**APPROVED by City of San Benito**

\_\_\_\_\_  
Honorable Ricardo "Rick" Guerra  
Mayor, City of San Benito

Attest:

(Seal of City)

\_\_\_\_\_  
Ruth McGinnis, City Secretary  
City of San Benito



## MINUTES OF A SPECIAL CALLED MEETING OF THE SAN BENITO ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING

On February 27, 2026, the San Benito EDC Board convened for a meeting at the San Benito EDC Building, 701 N. Bowie Street, San. Benito, Texas

### **Board Meeting Presided by Mrs. Anna Garza Llanes, EDC President**

#### **Board Members Present**

Mrs. Anna Garza Llanes, Board President  
Mr. Daniel Cortez, Vice President  
Mrs. Deborah A. Morales, Board Member  
Mayor Ricardo Guerra, Board Member  
Mr. Pedro A. Galvan, Board Member

#### **Board Member Absent**

Mr. Tom Goodman, Secretary/ Treasurer  
Mr. Hector Gomez, Board Member

#### **EDC Staff Present**

Mr. Fred Sandoval, Executive Director  
Mr. Mario Palomo, Assistant Executive Director  
Ms. Mariana Garcia, Administrative Assistant

#### **Others Present**

Mr. Michael Pruneda, EDC Attorney  
Mr. Roy Garcia, Capre De Nox

#### **1. Determination of a quorum**

Mrs. Anna Garza-Llanes made welcoming remarks and determined there was a quorum.

#### **2. Call to Order**

Mrs. Anna Garza-Llanes called the meeting to order at 12:00 PM.

#### **3. Pledge of Allegiance and Texas Flag Pledge; Invocation**

Mr. Mario Palomo lead the Pledge of Allegiance and Texas Flag Pledge. Mrs. Garza-Llanes led the invocation.

#### **4. Public Comments**

There were no public comments.

**Consent Agenda:** The following are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the board of directors requests it, in which case the item will be removed from the Consent Agenda and considered independently.

None

**CLOSED SESSION:** In accordance with Chapter 551 of the Texas Government Code, the Board of Directors hereby gives notice that it may meet in a closed, non-public session to discuss matters in accordance with the following:

Pursuant to §§551.071 and 551.129, the Board of Directors may convene in a closed, non-public meeting with its attorney and discuss any matters related to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

- a. Discussion with legal counsel on 2026 Hog Waddle event participation with the City of San Benito;
- c. Discussion with legal counsel on interlocal agreements between the SBEDC and City of San Benito;
- c. Discussion with legal counsel on financial participation with the City of Benito for events scheduled from February 26 – 28, 2026 and March 1, 2026

Pursuant to §551.072, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the Board of Directors and a third party in an open meeting;

Pursuant to §551.074, the Board of Directors may convene in a closed, non-public meeting to discuss any matters related to appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee;

Pursuant to §§551.087(1-2), the Board of Directors may convene in a closed, non-public meeting to discuss any matters regarding economic development issues;

Entered into CLOSED SESSION: 12:02 pm  
Returned from CLOSED SESSION: 1:53 pm

**RECONVENE:**

5. Consideration and possible action on 2026 Hog Waddle event participation with the City of San Benito;

**NO ACTION**

**SBEDC Sponsorship: \$125,000.00**

6. Consideration and possible action on interlocal agreements between the SBEDC and City of San Benito;

**Mr. Michael Pruneda:** Hog Waddle Interlocal Agreements is proposed to be cancelled – stipulates on the division of expenses and profits. **Mrs. Ana Garza-Llanes:** I move to terminate the 2025 Hog Waddle Interlocal Agreement with the City of San Benito, and amend to include events. **Mrs. Ana Garza-Llanes** motions, Seconded by **Mr. Ricardo Guerra**. All in favor 4 – Guerra, Llanes, Cortez, Morales All against: Galvan. Motion passes (4 – 1).

**Mr. Michael Pruneda:** The second interlocal is administrative and were going to add a provision that any EDC sponsorships for events with the City, the EDC will guaranteed to be made whole if there is a recovery made from any event policies that are paid out should there be any cancellation or disruption and also removing the exclusive lease for the (San Benito) Fairgrounds property, that will be done on a event by event basis.

**Mrs. Ana Garza-Llanes:** Moves to add the provision as stated by attorney. Motions to approve provision. **Mr. Ricardo Guerra:** Seconded. Motion passes unamously ( 5 – 0)

7. Consideration and possible action on financial participation with the City of Benito for events scheduled from February 26-28, 2026 and March 1, 2026.

**Mrs. Ana Garza-Llanes:** Based on EDC Council advice, I move to retract(recind) the \$50,000.00 due to the fact that (SBEDC) we do not have a contract and a person to run the event and based on EDC council advice, we are recinding the \$50,000.00 that we were giving to the February 26 – 28,2026 and March 1, 2026 event. **Mrs. Ana Garza-Llanes** motions to recind the \$50,000.00 based on EDC council advice. **Mr. Cortez:** seconded. All in favor: Cortez, Llanes, Guerra. Against: Galvan, Morales. Motion passes (3 – 2)

8. **Meeting Adjournment**

The meeting was adjourned at 2:01 PM.

**Approved this 26th day of March 2026.**

<b>Anna Garza Llanes, President</b>	<b>Tom Goodman, Secretary/Treasurer</b>



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve a License Agreement for Temporary Staging Area for extreme weather events with AEP Texas, Inc., at the San Benito Fairgrounds.

### RECOMMENDATION:

City Administration recommends approval of the Temporary License Agreement with AEP Texas for the use of the San Benito Fairgrounds during extreme weather emergency events.

### RATIONALE:

From time to time, extreme weather events such as hurricanes, severe storms, or prolonged outages impact the region and require rapid response coordination. AEP Texas plays a critical role in restoring electrical service and often requires temporary staging, equipment storage, and personnel deployment areas to effectively respond to such emergencies.

The San Benito Fairgrounds provide a centrally located, accessible, and suitably sized facility that can support emergency response operations. Entering into a Temporary License Agreement with AEP Texas would allow the utility to utilize the Fairgrounds on an as-needed basis during declared or anticipated extreme weather events, ensuring a faster and more efficient response to protect public health, safety, and welfare.

This agreement establishes the terms and conditions for such temporary use, including duration, permitted activities, coordination requirements, and any applicable restoration obligations following use of the premises. AEP has utilized grounds in the past during weather events. This agreement is proposed for a term of five years.

### BUDGET IMPACT:

None.

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

### EXHIBITS:

AEPTX - Temporary License Agreement for Staging (extreme weather events) - San Benito Fairgrounds(5038202.1)

PREPARED BY: Fred Sandoval

03/29/2026

City Manager

Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

**LICENSE AGREEMENT  
TEMPORARY STAGING AREA**

This License Agreement (“Agreement”) is made and effective as of the later of the signatures dates below, by and between City of San Benito (“Licensor”), and AEP Texas Inc., a Delaware corporation (“AEP”), a unit of America Electric Power, whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373

WITNESSETH:

WHEREAS, Licensor owns or controls certain lands in the County of Cameron, Texas, commonly known as the “San Benito Fairgrounds” and situated at the location(s) shown on the attached Exhibit A, incorporated herein for all purposes (the “Premises”); and,

WHEREAS, AEP is an electric utility certified to provide electric delivery service throughout South Texas, including the area constituting and surrounding the Premises; and,

WHEREAS, AEP’s service area experiences emergency conditions from time-to-time which interrupt or threaten to interrupt electric service to many of its customers, and which often require AEP to mobilize special efforts to respond to such emergencies to avoid such service interruptions or to quickly restore electrical service; and,

WHEREAS, AEP has requested permission to use the Premises as a staging area for its work crews and for the temporary storage of materials, vehicles and equipment related to the performance of work necessary to avoid interruptions in electrical service or to restore service interrupted by emergency conditions in AEP’s service area; and,

WHEREAS, Licensor has agreed to make the Premises available to AEP for such purposes subject to the terms and conditions hereinafter set out.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, including the mutual benefits accruing to Licensor and AEP, the parties hereto agree as follows:

1. Use of the Premises. Upon the occurrence of an emergency condition, which interrupts or threatens to interrupt electric service to a substantial number of AEP’s customers requiring AEP to mobilize special efforts to respond to such conditions, AEP, including its employees, agents and contractors, may enter upon and use the Premises for the staging of work crews and for the temporary storage of materials, vehicles and equipment. AEP will endeavor to provide Licensor with twelve (12) hours advance notice of its need for the use of the Premises; however, in the event AEP is prevented from providing such advance notice by the occurrence of the emergency condition or the unavailability of the designated

Licensor contact, AEP shall provide notice of its use of the Premises as soon thereafter as reasonably possible.

2. Term. This Agreement shall remain in effect for a term of five (5) years, unless earlier terminated by either party upon ninety (90) days' written notice. Notwithstanding anything to the contrary herein, once AEP mobilizes to respond to a condition covered hereunder and enters the Premises for such purposes, AEP's use of the Premises as a staging area for work crews and for the temporary storage of materials, vehicles and equipment shall not be interrupted and shall extend for that period of time reasonably required by AEP to respond to the emergency condition, but in no event longer than three (3) continuous months without the written consent of Licensor.
3. Appearance. AEP agrees that during its use of the Premises it will maintain the Premises in a neat and orderly fashion, and not permit the accumulation of garbage, trash or rubbish thereon.
4. Repairs. Upon AEP's cessation of use of the Premises or upon termination of this Agreement, AEP will restore the Premises to as close to the same condition as existed before its use thereof, all without cost, risk or expense to Licensor. AEP shall also repair any damage to the Premises or any other land owned by Licensor immediately adjacent to the Premises caused by or resulting from any activity by AEP or its employees, agents and contractors during the use of the Premises.
5. Compliance with Laws. AEP shall not commit or allow to be committed, by act or omission, any waste or nuisance in or upon the Premises. AEP represents and warrants to Licensor that all activities performed by AEP, its employees, agents, and contractors on the Premises shall comply with all applicable laws, statutes, ordinances, rules and regulations or any governmental authority.
6. Insurance. AEP shall maintain a commercially reasonable amount of comprehensive general liability insurance covering both personal injury (including death) and property damage and shall provide proof of same to Licensor upon Licensor's written request. AEP shall require any contractors or agents using the Premises to comply with this same requirement.
7. Indemnification. AEP, to the extent permitted by law, agrees to protect, indemnify and hold harmless Licensor, its directors, officers, agents and employees from and against any claims, causes of action, suits, judgments, losses, damages and liability of every kind, including reasonable expenses of litigation, court costs and attorneys' fees for injuries, death or property damages (including injuries, death or property damage suffered by AEP's employees or the employees of its agents or contractors) resulting from AEP's use of the Premises, which occurred, or are alleged to have occurred directly or indirectly, in whole or in part, from any negligent act, error or omission of AEP or any of its employees, contractors or agents. Licensor agrees, to the extent permitted by law, to

indemnify and hold harmless AEP, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of Licensor, the Licensor's contractors, consultants or anyone for whom Licensor is legally responsible.

8. Notices. All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the parties in writing from time-to-time.

If to AEP:

AEP Texas Inc.  
Attn: Real Estate Asset Management  
1 Riverside Plaza  
Columbus, Ohio 43215  
Email: [realestateassetmanagement@aep.com](mailto:realestateassetmanagement@aep.com)  
Phone: (614) 716-6837

With a copy to:

AEP Texas Inc.  
Attn: Joey Maldonado  
539 N. Carancahua Street  
Corpus Christi, Texas 78401  
Email: [jamaldonado1@aep.com](mailto:jamaldonado1@aep.com)  
Phone: (361) 880-6102

If to Licensor:

City of San Benito  
Attn: City Manager  
401 North Sam Houston Boulevard  
San Benito, Texas 78586  
Phone: (956) 361-3800, Ext. 113  
Email: [rmcginnis@cityofsanbenito.com](mailto:rmcginnis@cityofsanbenito.com)

9. Assignment. AEP may assign all or any part of its rights and obligations hereunder with the advance written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed; provided however, that no consent shall be required for AEP's assignment of this Agreement to its subsidiary, its parent company(ies), or a subsidiary of its parent company(ies).
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements, representations and negotiations between the parties regarding the subject matter

are hereby superseded. This Agreement shall not be altered or amended except by an agreement in writing executed by both parties hereto.

11. Survival. Termination of this Agreement shall not relieve either party of any obligation that by its nature should survive termination, including but not limited to all guarantees and promises of indemnity.
12. No Third-Party Beneficiary. This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.
13. No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.
14. No Joint Venture. Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.
15. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument. Scanned and/or facsimile signatures shall be considered as originals.

**Remainder of page left intentionally blank.**

EXECUTED AND MADE EFFECTIVE as of the later date written below.

**City of San Benito**

**AEP Texas Inc.**

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

Honorable Ricardo Guerra

Title: Mayor

Date: \_\_\_\_\_

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

Nicole Burigana

Title: Manager, Real Estate Asset Management

American Electric Power Service Corporation

Authorized Signer

Date: \_\_\_\_\_

**Attest:**

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

Name: Ruth A. McGinnis

Title: City Secretary

Date: \_\_\_\_\_

(SEAL)



**Data Current As Of:**  
**February 24, 2026**

0 500 1,000 Feet

Cartography Provided By: AEP Real Estate Asset Management  
 GIS Specialist Jacqueline Schmitt

Disclaimer: This is not an actual survey,  
 and is for general information purposes only.





## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve a Pipeline Crossing Agreement between Union Pacific Railroad Company and City of San Benito, and authorize payment of \$10,000 for Project Number 0803552, the installation of one new underground 4-inch PVC sanitary sewer pipe across Railroad property at Mile Post 17.52 near San Benito, Cameron County, Texas.

### RECOMMENDATION:

City Administration recommends approval.

### RATIONALE:

The proposed pipeline crossing is necessary to extend the City's sanitary sewer infrastructure across railroad property, ensuring continuity of service and compliance with safety and engineering standards. Approval of this agreement and associated payment will allow the project to proceed in accordance with regulatory requirements and project timelines.

### BUDGET IMPACT:

None

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

### EXHIBITS:

Union Pacific Pipeline Crossing Agreement and Payment Request

PREPARED BY: Fred Sandoval  
City Manager

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



March 13, 2026  
Project: 0803552

CITY OF SAN BENITO

Re: Proposed Installation Of One New Underground Four (4) Inch Pvc C900 Dr18 Pipe Conveying Sanitary Sewer Encased In A Twenty (20) Inch Steel Pipe Pipeline Crossing of Railroad Property at Mile Post 17.52 on the Brownsville Subdivision at or near San Benito, Cameron County, Texas.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0803552 referenced, in the amount of Ten Thousand Dollars (\$10,000.00) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

**Send Electronic Payments to:**

Name: Bank of America, Dallas, TX  
Union Pacific Account = 3752021457

- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

**Mail Checks to:**

Union Pacific Railroad Company  
P.O. Box 7412567  
Chicago, IL 60674-2568

- **CHECKS ONLY – NO AGREEMENTS**

**UP does not currently offer a credit card option for these payments.**

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at [klbristo@up.com](mailto:klbristo@up.com).

Sincerely,

Kerin L Bristow  
Mgr II Real Estate - Contracts

## PIPELINE CROSSING AGREEMENT

Mile Post: 17.52, Brownsville Subdivision  
Location: San Benito, Cameron County, Texas

**THIS AGREEMENT** (“Agreement”) is made and entered into as of June 11, 2025, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF SAN BENITO**, a Texas to be addressed at 401 N Sam Houston Blvd, San Benito, Texas 78586 (“Licensee”).

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1.      LICENSOR GRANTS RIGHT.**

A.      In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate installation of one new underground four (4) inch PVC C900 DR18 pipe conveying sanitary sewer encased in a twenty (20) inch steel pipe only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in San Benito, Cameron County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 4, 2026, attached hereto as **Exhibit A** and made a part hereof.

B.      Licensee represents and warrants that Licensee's Facilities will (i) only be used for installation of one new underground four (4) inch PVC C900 DR18 pipe conveying sanitary sewer encased in a twenty (20) inch steel pipe, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C.      Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

**Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Ten Thousand Dollars (**\$10,000.00**).

**Article 3.      TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Project No. 0803552)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF SAN BENITO  
401 N Sam Houston Blvd  
San Benito, Texas 78586

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)  
Phone (682)223-5271

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF SAN BENITO**

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

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

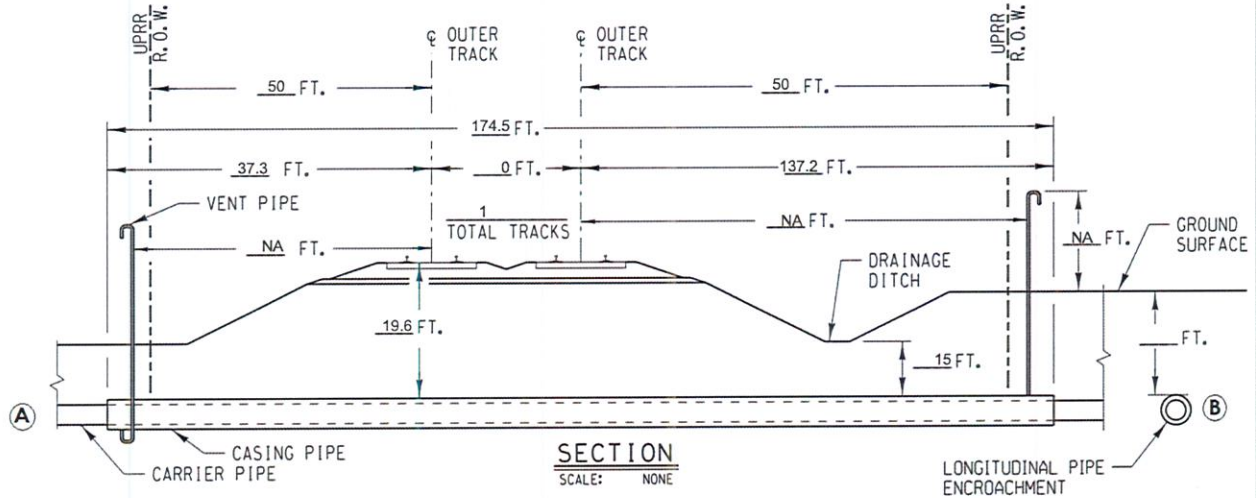
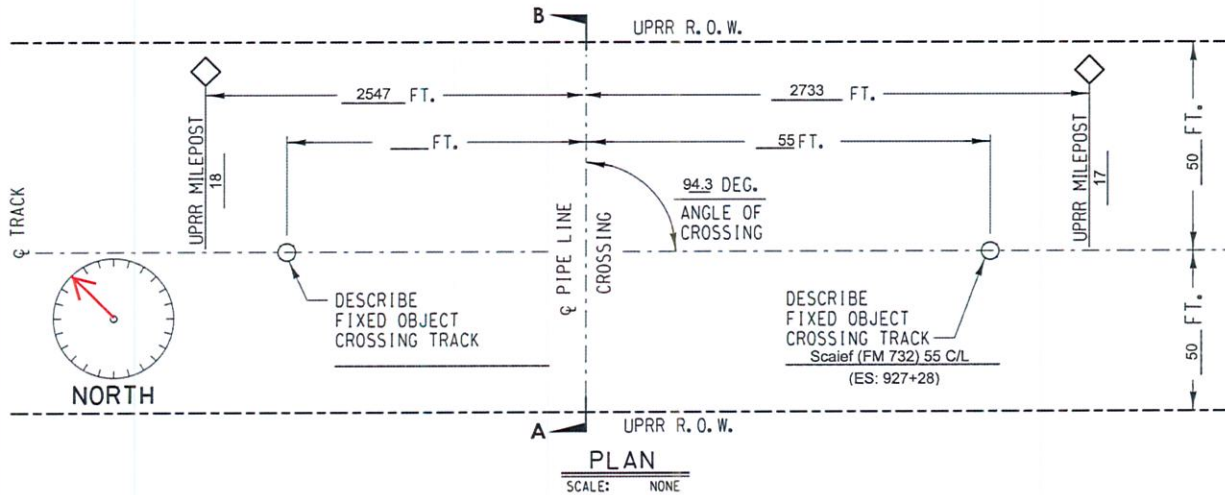
Kerin L Bristow  
*Mgr II Real Estate - Contracts*

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PVC C900 DR18, IF RCP, CLASS V? NA  
 COMMODITY TO BE CONVEYED SANITARY SEWER COLLECTION  
 OPERATIONAL PRESSURE 12 PSI. MAOP 67 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 26, DIAMETER 4 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA  
 TOTAL LENGTH CASING PIPE: 174.5 FT.  
 WALL THICKNESS 0.375 IN. DIAMETER 20 IN.  
 CATHODIC/COATING PROTECTION YES  
 CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 60 AND 140.



**BUILDING AMERICA®**

**EXHIBIT "A"**

SUBDIVISION: <u>Brownsville Sub.</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>17.52</u>	LAT.: <u>26.11638889</u>
E.S.M.: <u>927+83</u>	LONG.: <u>-97.61444444</u>
NEAREST CITY: <u>SAN BENITO</u>	COUNTY: <u>CAMERON</u> STATE: <u>TX</u>
APPLICANT: <u>CITY OF SAN BENITO</u>	
FILE NO.: <u>0803552</u>	DATE: <u>3/4/2026</u>

**EXHIBIT B**

**GENERAL TERMS AND CONDITIONS**

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

### [Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

## **Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



## EXECUTIVE SUMMARY

REQUEST:

Discussion and possible action to authorize the City Manager to initiate, negotiate, and execute a contract with an alternative proposer under RFP-2026-0010 for amended exclusive municipal solid waste collection and disposal services.

RECOMMENDATION:

Pending City Commission decision.

RATIONALE:

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:           None

PREPARED BY: Fred Sandoval  
                          City Manager

\_\_\_\_\_  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



## EXECUTIVE SUMMARY

REQUEST:

Discussion and possible action to not respond to the Public Utility Commission of Texas 2026 Consumer Price Index (CPI) adjustment to municipal telecommunications right-of-way access line rates.

RECOMMENDATION:

The City's 2026 rates will remain at the City's 2025 levels with no increases. City Administration recommends no response if the Commission wishes to maintain current rates.

RATIONALE:

According to Public Utility Commission of Texas records, when similar CPI adjustments were made in April 2025, the City opted NOT to adjust our rates for inflation. (i.e., you chose LESS than the maximum allowed CPI-adjusted rates). Therefore, the 2026 rates will REMAIN at the 2025 level and rates will NOT increase.

The City does not have to respond if you desire to keep the 2026 rates at the 2025 levels. Respond ONLY if you want to INCREASE from the 2025 rates by notifying the Public Utilities Commission using page 2 of this form no later than April 30, 2026.

BUDGET IMPACT:

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS:                    2026 PUC CPI Adjustment Telecommunications ROW Access Line Rates  
                                     2025 Public Utility Commission of Texas Consumer Price Index Adjustment

PREPARED BY: Fred Sandoval  
                                     City Manager

03/30/2026  
Date

*Fred R. Sandoval*  
Fred Sandoval  
City Manager





By: KJM 11:10 AM/PM

**2026 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES**

February 28, 2026

**PURPOSE**

This letter is to notify you that your city's 2026 maximum access line rates have increased by 1.1157% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

**DEFAULT RATES FOR 2026: NO CHANGE**

Based on the choice made by your city in April 2025, your city's 2026 rate will either be adjusted for inflation, or will remain the same as your 2025 rate. According to our records, when similar CPI adjustments were made in April 2025, you opted NOT to adjust your rates for inflation, (i.e. you chose LESS than the maximum allowable CPI-adjusted rates). Therefore, your 2026 rates will REMAIN at your 2025 level and your rates will NOT increase. You have the option to refuse this default rate and request an increase in rates by taking the action explained below.

**ACTION BY CITY: TO REQUEST AN INCREASE**

(1) You do not have to respond if you desire to keep your 2026 rates at the 2025 levels. (2) Respond ONLY if you want an INCREASE from the 2025 rates. (3) To request an increase, notify the PUC using page 2 of this letter no later than April 30, 2026. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

**WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2026?**

If a city does not respond by April 30, 2026, the rates for your city will remain at the 2025 levels. The next opportunity to adjust your rates will be September 1, 2026.

**WHAT HAPPENS NEXT?**

The PUC will notify telephone companies of your desired rates and your city will be compensated accordingly no later than July 1, 2026.

**FUTURE REVISIONS TO CPI**

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2026, you will receive a similar letter in 2027.

See over...

RECEIVED  
City of San Benito  
City of San Benito

---

**SECTION 1: Your new 2026 CPI adjusted maximum rates are as follows:**

Residential:        \$0.51      Non-Residential:        \$0.97      Point-to-Point:        \$1.38

**SECTION 2: Your default rates for 2026 are as follows and are the same as your 2025 rates.**

*Note: This is lower because you have chosen to do so previously.*

Residential:        \$0.49      Non-Residential:        \$0.93      Point-to-Point:        \$1.34

---

**To increase your default rates by any amount up to your 2026 maximum rates shown in SECTION 1, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.**

---

I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Other Comments:

---

**HOW TO RESPOND**

Mail: Micah Noon  
Public Utility Commission  
P.O. Box 13326  
Austin, TX 78711-3326

**INQUIRIES**

Inquiries only. NOT for sending your response.  
HB1777@puc.texas.gov  
Phone No: 512-936-7394

Or FAX to Micah Noon at: 512-936-7293;  
EMAIL to micah.noon@puc.texas.gov

**CITY CONTACT INFORMATION**

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1:        (956) 361-3800  
Phone No. 2:        (956) 238-7418  
Fax No:        (956) 361-3805  
Email:        fsandoval@citvofsanbenito.com

**Address**

Fred Sandoval City Manager  
or current city official responsible for right-of-way issues  
CITY OF SAN BENITO  
485 N. SAM HOUSTON  
San Benito TX 78586



# Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

RECEIVED  
City of San Benito

MAR -6 2025

Administration

2:30 AM/PM

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## 2025 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

---

February 28, 2025

### PURPOSE

This letter is to notify you that your city's 2025 maximum access line rates have increased by 1.4785% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

### DEFAULT RATES FOR 2025: INCREASE

Based on the choices made by your city in April 2024, your city's 2025 rate will either be adjusted for inflation, or will remain the same as your 2024 rate. According to our records, when similar CPI adjustments were made in April 2024, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2025 rates will reflect an increase of 1.4785% from your 2024 rates. You have the option to decline this increase in rates by taking the action explained below.

### ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2025. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

### WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2025?

If a city does not respond by April 30, 2025, the rates for your city will increase from 2024 levels to the newly established 2025 levels. The next opportunity to adjust your rates will be September 1, 2025.

### WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and your city will be compensated accordingly no later than July 1, 2025.

### FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2025, you will receive a similar letter in March 2026.

See over...

City of San Benito

SECTION 1: Your 2024 city preferred rates are as follows:

Residential: \$0.49 Non-Residential: \$0.93 Point-to-Point: \$1.34

SECTION 2: Your default rates for 2025 are as follows. Note: These are higher than the 2024 rates (above) due to the CPI inflation adjustment.

Residential: \$0.50 Non-Residential: \$0.95 Point-to-Point: \$1.36

To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.

I \_\_\_\_\_, Title \_\_\_\_\_, am an authorized representative for the City/Town/Village of \_\_\_\_\_. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential \_\_\_\_\_; Non-Residential \_\_\_\_\_; Point-to-Point \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, Texas 78711-3326

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.texas.gov
Phone No: 512-936-7394

Or FAX to Stephen Mendoza at: 512-936-7428;
EMAIL to stephen.mendoza@puc.texas.gov

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (956) 361-3800

Phone No. 2: \_\_\_\_\_

Fax No: (956) 361-3805

Email: mdelarosa@cityofsanbenito.com

Address

MANUEL DE LA ROSA CITY MANAGER
or current city official responsible for right-of-way issues
CITY OF SAN BENITO
485 N SAM HOUSTON
SAN BENITO TX 78586



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve renewal of the 2026 membership dues and sponsorship for the City of San Benito with the San Benito Chamber of Commerce, in the amount of \$17,500.00.

### RECOMMENDATION:

City Administration recommends approval of City Membership Dues in the amount of \$10,000 and Sponsorship in the amount of \$7,500 for a total of \$17,500.00.

### RATIONALE:

The City of San Benito maintains an active membership with the San Benito Chamber of Commerce to support local economic development, community engagement, and regional business collaboration. Approval of the attached proposal for renewal membership dues will ensure the City remains in good standing and continues to benefit from Chamber resources and participation in events and initiatives.

### BUDGET IMPACT:

5-0103-0517 - \$17,500.00

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

### EXHIBITS:

SBChamber Proposal COSB Renewal Membership Dues

PREPARED BY: Fred Sandoval  
City Manager

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



**SAN BENITO**  
CHAMBER of COMMERCE

*Executive Board*

Velma De Los Santos  
**Chairman**

Luis Gozales  
**Vice-Chair**

Isabel Boswell  
**Treasurer**

Mary Valdez  
**Secretary**

*Board of Directors*

Albert Muñiz  
Patricia Avila  
Gilbert Galvan  
Laura Soliz

Alma Flores  
**Executive Director**

**SAN BENITO**  
CHAMBER OF  
COMMERCE

860 N Travis St  
San Benito, TX 78586  
(956)626-2559  
www.chamberofsanbenito.com

Dear Mr. Sandoval,

I hope this message finds you well. On behalf of the San Benito Chamber of Commerce, it is my pleasure to formally present a proposal for the renewal of your organization's membership with the Chamber. As valued partners in our community, we sincerely appreciate the continued contributions of the City of San Benito and the San Benito Economic Development Corporation in strengthening economic growth and enhancing the overall quality of life for our residents.

The San Benito Chamber of Commerce is proud to serve as a driving force for local business promotion, economic vitality, and collaboration among community leaders and stakeholders. We believe that renewing your membership will not only allow you to continue benefiting from our resources and initiatives but will also reinforce your organization's commitment to the continued advancement of our community.

In addition to the standard membership benefits, we are pleased to offer an opportunity to further elevate your organization's involvement and visibility through a top sponsorship of all Chamber events. This level of partnership provides exclusive recognition and engagement opportunities, ensuring your organization remains highly visible as a leading supporter of community and economic development.

With an investment of \$35,000 as a Top Sponsor, the contribution would be shared between the San Benito Economic Development Corporation (EDC) and the City of San Benito, with each entity contributing \$17,500.

Breakdown per entity (\$17,500):

- \$10,000 – Annual Membership
- \$7,500 – Sponsorship support for three events
- -Heart of San Benito mile/5k
- -Sabor de San Benito
- -Casino Night

This structure allows both the EDC and the City of San Benito to participate as Top Sponsors, while also maintaining active membership and supporting community and economic development events throughout the year.

Total Investment:

- San Benito EDC: \$17,500
- City of San Benito: \$17,500
- Combined Total: \$35,000

Premier Brand Exposure

- Prominent recognition as a top sponsor on all marketing materials, including event shirts, banners, flyers, and promotional collateral.



**SAN BENITO**  
CHAMBER of COMMERCE

*Executive Board*

Velma De Los Santos  
**Chairman**

Luis Gonzales  
**Vice-Chair**

Isabel Boswell  
**Treasurer**

Mary Valdez  
**Secretary**

*Board of Directors*

Albert Muñiz  
Patricia Avila  
Gilbert Galvan  
Laura Soliz

Alma Flores  
**Executive Director**

**SAN BENITO**  
**CHAMBER OF**  
**COMMERCE**

860 N Travis St  
San Benito, TX 78586  
(956)626-2559  
www.chamberofsanbenito.com

VIP Recognition and Appreciation

- Formal recognition as a top contributor during all Chamber events, including acknowledgments from Chamber leadership and event hosts.
- Priority seating and recognition during keynote presentations, panel discussions, and other featured event segments.

In summary, renewing your membership with the San Benito Chamber of Commerce as a top sponsor offers unmatched visibility, meaningful networking opportunities, and a continued partnership in driving positive change throughout our community. We are confident that this collaboration will provide mutual value and contribute to the long-term success of San Benito.

We hope you will consider this proposal favorably. Should you have any questions or need additional information, please feel free to contact me directly at (956) 626-2559 or [info@chamberofsanbenito.com](mailto:info@chamberofsanbenito.com) opportunity.

Thank you for your continued support and partnership. We look forward to the to welcome you once again as a top sponsor and valued member of the San Benito Chamber of Commerce.

Sincerely,  
Velma De Los Santos



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve the purchase of twenty (20) Dell desktop computers for public use at the San Benito Public Library, from SHI Government Solutions, Inc., for an amount not to exceed \$27,808.80.

### RECOMMENDATION:

Staff recommends purchasing this equipment with library budgeted funds from account 5-0540-0568 to enhance and expand public computer class offerings.

### RATIONALE:

Staff recommends the purchase of twenty (20) desktop computers to enhance public access services at the library. Existing workstations are outdated, resulting in slower performance, increased maintenance, and limited compatibility with current software. Upgrading equipment will improve reliability, support modern applications, and better serve community needs such as job searches, online services, education, and digital literacy. This investment aligns with the library's mission to provide equitable access to technology and information while supporting workforce development and community engagement. The addition of new computers will also strengthen program delivery and ensure the library remains responsive to evolving technological demands.

### BUDGET IMPACT:

Library Technology: 5-0540-0568 - \$27,808.80

### RESOURCE PERSONNEL:

Augustin Carrera, Library Director

EXHIBITS:                      20 Public Computers Quotes

PREPARED BY: Augustin Carrera  
Library Director

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



Pricing Proposal  
 Quotation #: 27271255  
 Created On: 3/11/2026  
 Valid Until: 3/31/2026

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**TX-City of San Benito**

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**Augustin Carrera**

101 W Rose Street  
 San Benito, TX 78586  
 United States  
 Phone: 9563613800  
 Email: [acarrera@cityofsanbenitio.com](mailto:acarrera@cityofsanbenitio.com)

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**Pubsec inside account executive**

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**Marco Martinez**

300 davidson ave.  
 Somerset  
 nj  
 Phone: 7325071364  
 Email: [marco\\_martinez@shi.com](mailto:marco_martinez@shi.com)

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell Pro Slim QCS1250 Dell - Part#: 3000200142772.1 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076	20	\$1,390.44	\$27,808.80
Total			\$27,808.80

**Additional Comments**

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Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact [AssetRecoveryServices@SHI.com](mailto:AssetRecoveryServices@SHI.com)

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

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

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

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

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

### Cart (20 Items)

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

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

#### Items



**Dell Pro Slim Plus Desktop**  
[Save for later](#)

Quantity  
-  +  
[Remove items](#)

Price  
~~\$47,380.00~~  
- \$1,900.00  
**\$45,480.00**

The maximum number of systems you can order online is 19. To order more call 1-877-275-3355. ✕

[View details](#) ▾

#### Warranty & Support

Includes a ProSupport Plus with ProSupport and A.D and KYHD with Technical Customer Success Mgr, 36 Month(s)

Upgrade to ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support, 36 Month(s)

~~\$60.00 Per System~~  
-\$27.47 Per System

[Add To Cart](#)

**Dell Recommended**  
[Show Details](#)

#### Delivery to 78201 ▾

Free 2-Day delivery as soon as **Thursday, March 19** if ordered by 2 PM CT tomorrow ⓘ



#### Earn Dell Rewards

New members receive \$25 in Dell Rewards upon signup.  
[Sign In Or Create account](#)

#### Coupon

Enter code  [Apply Coupon](#)

Items (20)	\$47,380.00
Savings ⓘ	- \$1,900.00
Delivery	FREE
Estimated Tax ⓘ	\$3,752.11
<b>Total</b>	<b>\$49,232.11</b>


[Checkout](#)

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

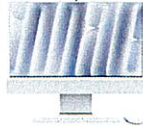
[Apply](#)

Pay with **PayPal**

[Share Cart](#)

Check out with  Pay

Check Out



### iMac in Silver with M4 Chip


[Show product details](#) ▾

Quantity  
20

**\$37,980.00**

[Remove](#)


[Save for later](#)

 Order today. Delivers to 78201\*\* ▾  
Apr 3 – Apr 10 — Free

 Order now. Pick up in-store:  
Ships to store. Available Fri, Apr 10 at  
Apple North Star 

Subtotal	\$37,980.00
Shipping	FREE
 Estimated tax for: 78201** ▾	\$3,133.35

**Total** **\$41,113.35**  
[Get Daily Cash with Apple Card](#) 

Check out with  Pay

Check Out



## EXECUTIVE SUMMARY

### REQUEST:

Consideration and possible action to approve ratification of payment for Change Order Number 2 submitted by KLM Engineering, Inc., for additional work associated with the Freddy Fender Tower Rehabilitation Project, in the amount of \$15,300.00.

### RECOMMENDATION:

Staff recommends approval.

### RATIONALE:

The requested change is for the replacement of severely corroded steel at nine (9) locations on the balcony floor and the overflow pipe. The replacement plates will match the existing thickness, and all new plates will be fully seal-welded to ensure structural integrity and prevent future corrosion.

### BUDGET IMPACT:

\$15,300.00 Fund 46- Capital Improvement Account

### RESOURCE PERSONNEL:

Fred Sandoval, City Manager

### EXHIBITS:

San Benito Change Order Number 2  
Email from KLM  
Pictures of Tower Balcony

PREPARED BY: Fred Sandoval  
City Manager

03/27/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager



March 11, 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: 5260-25**  
**Description: Oscar Williams Road Tower**  
**Contractor: Tanksco, Inc.**

**Change Order No. 2 – The following change order is in addition to the original contract.**

- Replace the severely corroded steel located in nine (9) locations on the balcony floor and overflow pipe. The plate thickness is to match the current size.
- Fully seal weld the new plates.

**Total Additional Authorized Work: \$15,300.00**

<b>Original Contract Amount</b>	<b>\$1,468,280.00</b>
<b>Change Order No. 1</b>	<b>\$ 11,600.00</b>
<b>Change Order No. 2</b>	<b><u>\$ 15,300.00</u></b>
<b>New Contract Balance</b>	<b>\$1,495,180.00</b>

**APPROVALS:**

**City of San Benito:**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Contractor: Tanksco, Inc.:**

By: [REDACTED] Title: President Date: 03/11/2026

**KLM Engineering, Inc.:**

By: [REDACTED] Title: Project Field Supervisor Date: March 11, 2026

RE: Change Order

From Scott Kriese <[REDACTED]>  
 Date Wed 3/11/2026 1:04 PM  
 To Enrique Hernandez [REDACTED]  
 Cc Theresa Kriese [REDACTED]; Ethan Hutar <[REDACTED]>; Edward Enriquez [REDACTED]; Diana Garza [REDACTED]; Fred Sandoval [REDACTED]; Julio Gonzales [REDACTED]

5 attachments (27 MB)  
 IMG\_5363.jpeg; IMG\_5365.jpeg; IMG\_5372.jpeg; IMG\_5374.jpeg; IMG\_5375.jpeg;

Good afternoon,

As you learned during the weekly meeting the crew and Ethan have identified severely corroded areas on the balcony floor and a section of the overflow pipe on the Oscar Williams tower. The crew has provided a price of \$13500 to replace these nine (9) severely corroded areas.

Please let us know if you would like to have us set up Change Order No. 2 to include this to the scope or if you have any questions.

Regards,



**Scott Kriese**  
 Project Field Supervisor  
 KLM Engineering, Inc.



[KLMEngineering.com](http://KLMEngineering.com)



Senior Certified Coating Inspector #11236  
 Concrete Coating Inspector Level 2 #205988

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## EXECUTIVE SUMMARY

**REQUEST:**

Consideration and possible action to approve the purchase of three Motorola APX6500 in-car emergency radios for the San Benito Police Department patrol vehicles from South Texas Communications for the total amount of \$21,575.40.

**RECOMMENDATION:**

The City Staff recommends approval.

**RATIONALE:**

The purchase of in-car emergency radios for the new police units is to ensure reliable, secure, and uninterrupted communications. These radios enhance officer safety, enable real-time coordination with dispatch and other agencies. The investment supports compliance with public safety standards and improves overall response effectiveness. South Texas Communications is the authorized Motorola distributor for the region.

**BUDGET IMPACT:**

\$21,575.40 from Account #01-5-0210-0308.

**RESOURCE PERSONNEL:**

Mario Perea, Police Chief

**EXHIBITS:**

SB PD -APX 6500 - 26-100251-CPQ3559380 (1)

PREPARED BY: Mario G. Perea  
Chief of Police

03/30/2026  
Date

*Fred R. Sandoval*

Fred Sandoval  
City Manager

Billing Address:  
 SAN BENITO, CITY OF  
 601 WILLIAMS RD  
 SAN BENITO, TX 78586  
 US

Quote Date:03/23/2026  
 Expiration Date:05/22/2026  
 Quote Created By:  
 Claudia Gonzalez  
 cgonzalez@stcradios.com

End Customer:  
 SAN BENITO, CITY OF

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	3	\$3,764.00	\$2,747.72	\$8,243.16
1a	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3	\$607.00	\$443.11	\$1,329.33
1b	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	3	\$1,412.00	\$1,030.76	\$3,092.28
1c	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3	\$353.00	\$257.69	\$773.07
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$6.42	\$4.69	\$14.07
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	3	\$767.00	\$559.91	\$1,679.73
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	3	\$350.00	\$255.50	\$766.50
1h	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	3	\$50.00	\$36.50	\$109.50
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$71.00	\$51.83	\$155.49
1k	W22BA	ADD: STD PALM MICROPHONE APX	3	\$85.00	\$62.05	\$186.15
1l	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G843AH	ADD: AES ENCRYPTION AND ADP	3	\$560.00	\$408.80	\$1,226.40
1n	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	3	\$388.00	\$283.24	\$849.72
1o	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	3	\$480.00	\$480.00	\$1,440.00
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	3	\$120.00	\$120.00	\$360.00
3	LSV00Q00203A	DEVICE INSTALLATION	3	\$350.00	\$350.00	\$1,050.00
4	LSV00Q01073A	HARDWARE KIT	3	\$100.00	\$100.00	\$300.00

**Grand Total** **\$21,575.40(USD)**

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1d	QA01648AA	ASKHOMID = 02B5



## Purchase Order Checklist NA OM

<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**