



Control Number: 52640



Item Number: 1



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER
SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

**Application to Obtain or Amend a Certificate of
Convenience and Necessity (CCN) Under Water Code
Section 13.255**

52640

Docket Number: _____

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

If submitting digital map data, two copies of the portable electronic storage medium (such as CD or DVD) are required.

CCN Requirements

1. Purpose of application

Check all boxes that apply.

The purpose of this application is to:

☐ Obtain single certification to a service area within the cities limits; and /or

☒ Amend Certificate of Convenience and Necessity (CCN) No. 12106

to provide ☒ water or ☐ sewer service to:

Multiple sites as outlined in map in Edinburg, Texas (Subdivision or Area) and to decertify

a portion of North Alamo Water Supply Corporation, CCN No. 10553 (Name of Utility and CCN No.)

2. Applicant

Name of City: City of Edinburg

Mailing address: 415 w. University Drive., Edinburg, Texas 78539

Phone: 956-388-8207

Fax: 956-383-7111

Email: rongarza@cityofedinburg.com

Tax Identification number: 74-6000714

3. County or counties

Name of county(ies)where the city intends to provide retail public utility service:

Hidalgo County, Texas

4. Contact information

Contact person regarding this application:

Name: Ron Garza

Title: City Manager

Mailing address: 415 w. University Drive., Edinburg, Texas 78539

Phone: 956-388-8207

Fax: 956-383-7111

Email: rgarza@cityofedinburg.com

5. Retail public utility

Retail public utility currently certificated to the area involved in this application:

Utility Name: North Alamo Water Supply Corporation

Title: Steven Sanchez, General Manager

Mailing address: 402 S. Doolittle Road, Edinburg, Texas 78542-9707

Phone: 956-383-1618

Fax: 956-383-1372

Email: nawsc_sps@hotmail.com

Retail public utility contact person regarding negotiations with the city over the service area involved:

Name: Steven Sanchez

Title: General Manager

Mailing address: 402 S. Doolittle Road, Edinburg, Texas 78542-9707

Phone: 956-383-1618

Fax: 956-383-1372

Email: nawsc_sps@hotmail.com

6. Service area

On what date was this proposed service area incorporated by the city? Los Lagos Development, Inc. May, 19, 2020

Starr Moulding of Pharr, LLC January 19, 1993

7. Negotiation date between city and retail public utility

On what date did negotiations begin between the city and the retail public utility? 2/16/2021

8. Notice date

On what date was notice of the city's intent to provide service to the incorporated or annexed area provided to the retail public utility made? 2/16/2021

Please attach a copy of the notice provided. Also attach a copy of the mailing list indicating to whom such notice was provided. Attachment - copy of the Master Agreement for Buyout and Transfer of Service Area & Counter-Part Agreement

9. Description of retail public utility facilities

Please provide a brief description of the retail public utility's facilities in the service area involved in this application. Also indicate how many customers are currently receiving service from the retail public utility in this area:

The City of Edinburg owns and maintains two water treatment plants, with a total capacity of approximately 26 million gallons per day (MGD). The current average daily water treatment is approximately 11.68 MGD, with peaks reading as high as 15.0 MGD during peak demands. The City's primary source of raw water is the Rio Grande River. The City's Water Treatment and Distribution Systems have been recognized by TCEQ and have been rated as a "Superior Public Water Supply" system. The city services approximately 31,717 water meters. The City of Edinburg provides retail water and fire protection to the service areas in question. The City has the financial managerial and technical capabilities to provide continuous and adequate service to this areas.

10. Service start date

Provide the date when city service to the area can begin. October, 2021

11. Franchised utility information

If the city will allow a franchised utility to provide service to the area involved, please attach a copy of the city consent or franchise agreement and provide the following information:

Utility Name: N/A City will not allow franchise utility to service area.

Mailing address:

Phone:

Fax:

Email:

Franchised Utility's CCN Number:

Franchised Utility's contact person and their address:

Name:

Title:

Mailing address:

Email:

Phone:

Phone:

Fax:

Email:

12. Paper map requirements

All maps should include applicant's name, address, telephone number, and date of drawing or revision and be folded to 8½ x 11 inches.

Attach the following maps with each copy of the application:

- A. Subdivision plat or engineering plans or other large scale map showing the following:
 - 1. The exact proposed service area boundary showing locations of requests for service and locations of existing connections (if applicable).
 - 2. Metes and bounds (if available).
 - 3. Proposed and existing service area boundaries should be plotted on the map in relation to verifiable natural and man-made landmarks such as roads, creeks, rivers, railroads, etc.
 - 4. Service area boundaries should be shown with such exactness that they can be located on the ground.
- ❖ ***Applicant may use a USGS 7.5"-minute series map if no other large scale map is available.***
- B. Small scale location map delineating the proposed service area. The proposed service area boundary should be delineated on a copy of the official CCN map. This map will assist the Public Utility Commission in locating the proposed service area in relation to neighboring utility service areas.
- C. Hard copy maps should include the following items:
 - 1. Map scale should be prominently displayed.
 - 2. Color coding should be used to differentiate the applicants existing service areas from the proposed service area.
 - 3. Attach a written description of the proposed service area.
 - 4. Proposed service area should be the same on all maps.
 - 5. Include map information in digital format (if available), see 13, GIS map information.
- D. Each utility shall make available to the public at each of its business offices and designated sales offices within Texas the map of the proposed service area currently on file with the Commission. The applicant employees shall lend assistance to persons requesting to see a map of the proposed area upon request.
- ❖ ***For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC's website for assistance.***

13. GIS map information

A. Digital Map Requirements: In order that your digital data can be properly used, the following information is necessary:

1. Submit digital data of the proposed CCN service area on a CD, flash drive, or DVD. Two digital copies are necessary. Most files of CCNs (minus the base map) should be small enough to zip up and put on a CD.
2. The digital data should include all items represented in the hard copy maps.
3. Please identify data file format, projection information, map units and base map used. Acceptable Data File Format:
 - a. ArcView shape file (preferred)
 - b. Arc/Info E00 file

❖ *For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC website for assistance.*

ALL APPLICABLE QUESTIONS MUST BE ANSWERED FULLY.

THE APPLICATION WILL NOT BE ACCEPTED FOR FILING WITHOUT MAPS.

PLEASE NOTE THE FILING OF THIS APPLICATION DOES NOT CONSTITUTE AUTHORITY TO PROVIDE WATER/SEWER SERVICE IN THE REQUESTED AREA.

OATH

State of Texas

County of Hidalgo

I, Ron Garza, City Manager of the City of Edinburg, Texas, being duly sworn, file this

application under V.T.C.A., Water Code Section 13.255 as

City Manager of the City of Edinburg, Texas,

(Name of the City); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

I further represent that the application form has not been changed, altered or amended from its original form available only from the Commission.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.



AFFIANT

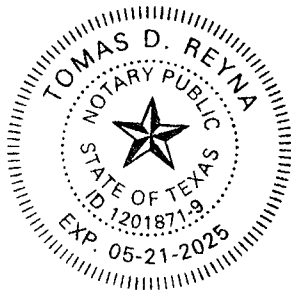
(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of

Texas, this 22nd day of Sept. 20 21

SEAL





NOTARY PUBLIC



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Instructions and Checklist

Each question on the application must be answered completely. If additional space is needed, attach additional sheets clearly labeled with the applicant's name and Docket Number if available. If a question is not applicable, please mark it N.A. and briefly explain why the question does not apply. **DO NOT LEAVE ANY QUESTIONS BLANK.**

7 copies of the application package, including the original, must be filed with the commission's filing clerk, per [§22.71\(c\)\(9\)](#) of the Commission's procedural rules.

The following items must be included in the application package:

- Completed application form, including any attachments
- Copy of notice of city's intent to serve the incorporated or annexed area to the retail public utility
- Completed Oath
- Maps - See the Map section on the application form for more details.

No required filing fee.

7 copies of the completed application package, including the original should be sent to:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

SECTION 8

**MASTER AGREEMENT FOR
BUYOUT AND TRANSFER OF
SERVICE AREA**

**MASTER AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS
COUNTY OF HIDALGO

**BETWEEN: NORTH ALAMO
WATER SUPPLY CORPORATION AND
CITY OF EDINBURG**

PREAMBLE

This Master Agreement for Buyout and Transfer of Service Area ("**Agreement**") is made this 16th day of February, 2021, by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("**City**") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("**NAWSC**"), a non-profit corporation of the State of Texas.

I. RECITALS

1. NAWSC presently holds a certificate of convenience and necessity ("**CCN**") to serve areas located in or near the City with potable water supply under the rules and regulations of the Public Utilities Commission ("**PUC**"), which said areas, for the purposes of this agreement, are all located within Hidalgo County, Texas. City desires to purchase, from time to time, portions of the NAWSC internal lines which are used in providing potable water service to customers located within the NAWSC service areas. In addition, developers of lands in or near the City also desire, from time to time, that the City assume that portion of the NAWSC internal lines which are used in providing potable water service to the areas within their development projects. NAWSC desires to sell, from time to time, portions of the internal lines owned by it and used to serve the areas and desires that City supply potable water service to the customers in the purchased part of the areas.

The parties hereto agree that, in the future, certain parts of the areas may be purchased, sold, and transferred, and the terms and conditions set forth herein shall become part of the terms and conditions of such future transaction (hereinafter referred to as "**Counter-Part Agreement**," whether one or more). Each Counter-Part Agreement will set forth in writing the specific area to be so purchased, sold, and transferred (hereinafter referred to as "**NAWSC Transfer Area**") and the consideration to be paid to NAWSC (hereinafter referred to as "**Purchase Price**") utilizing the form attached hereto as Exhibit "A." The Purchase Price shall be in the form of a check payable to NAWSC from the City, regardless of whether the acquisition cost is borne by the City or by the requesting land developer. The defined terms within the Counter-Part Agreement constitutes defined terms herein.

II. COVENANTS AND CONDITIONS

2. For and in consideration of the Purchase Price to be paid to NAWSC by the City, NAWSC agrees to sell all internal water lines and individual meters used in providing potable water service to that North Alamo Transfer Area owned by NAWSC and assigns to City the right to serve customers within the NAWSC Transfer Area, and City agrees to assume such facilities and rights, subject however to the following conditions being satisfied:

- a. The Public Utilities Commission ("**PUC**") shall approve of the transfer and designate the City as the holder of the CCN for the NAWSC Transfer Area by written order delivered to NAWSC and City, and
- b. NAWSC shall obtain a written release of any security interest regarding the NAWSC Transfer Area in favor of United States Department of Agriculture-Rural Development (hereinafter referred to as "**USDA-RD**") and when it has been obtained by NAWSC, a copy forwarded to City.

- c. NAWSC shall obtain a written release of any security interest regarding the NAWSC Transfer Area in favor of Texas Water Development Board (hereinafter referred to as "**TWDB**") and when it has been obtained by NAWSC, a copy forwarded to City.
- d. NAWSC shall obtain a written release of any security interest regarding the NAWSC Transfer Area in favor of CoBank, ACB (hereinafter referred to as "**CoBank**") and when it has been obtained by NAWSC, a copy forwarded to City.
- e. NAWSC shall obtain a written release of any security interest in favor of any other third party and when it has been obtained by NAWSC, a copy forwarded to City.

3. Subject to the approval of this Agreement and Counter-Part Agreement by the PUC, NAWSC hereby agrees to relinquish its rights to supply potable water to its customers located within the NAWSC Transfer Area and City hereby agrees to supply potable water to all existing customers of NAWSC and to any new customers requesting water service within the NAWSC Transfer Area, under the terms of NAWSC's tariff, as amended from time to time until the accomplishment of all the conditions for final closing, after which time such service shall be in accordance with the standards established by the City. City hereby agrees and obligates itself to supply potable water service to all customers or members possessing service to the property within the NAWSC Transfer Area at the time of Final Closing, without an additional fee, meter fee, hook-up fee or other additional charge or deposit as a condition for initial or continued service. Prior to the final closing of the purchase of the NAWSC Transfer Area, City and NAWSC agree to join and support the application with the PUC requesting approval of the transfer of the NAWSC Transfer Area from the area of NAWSC's Certificate of Convenience and Necessity 10553 to the City's Certificate of Convenience and Necessity 12106.

4. Should this Agreement and/or the applicable Counter-Part Agreement not be finally consummated because of failure of any condition in Paragraph 2 hereof, then NAWSC shall repurchase such facilities from the City, for the same consideration paid to NAWSC by the City as provided for herein, and City shall reconvey to NAWSC such facilities and reassign such service area rights and NAWSC will resume service to customers in the NAWSC Transfer Area. City agrees to immediately furnish wholesale potable water service to NAWSC, pursuant to the applicable terms of the Emergency Interconnect Agreement dated June 26, 2018, as amended, through a master meter, to be provided and installed by the City, in a NAWSC easement in a location to be agreed upon by both parties. City agrees to read the meter and bill NAWSC for the cumulative total consumption reflected on the meter on a monthly schedule established by City. Further, City agrees to convey all appurtenant infrastructure, including but not limited to waterlines, and easements to NAWSC.

5. Final Closing with respect to the purchase of the NAWSC Transfer Area shall be not more than forty-five (45) days after all of the following requirements to closing have been completed:

- a. The Purchase Price is completed and delivered;
- b. Approval by the PUC has been obtained; and
- c. A release of any security interest regarding the NAWSC Transfer Area in favor of USDA-RD, TWDB, CoBank, or any other third party has been obtained and a copy forwarded to City.

6. Furthermore, City shall have the PUC application filed. NAWSC and City shall bear their own respective administrative costs and attorney's fees relating thereto. City shall provide NAWSC monthly periodic status updates of the progress of the application. NAWSC and City

shall bear their own respective attorney's fees relating to the drafting and execution of this Agreement and the applicable Counter-Part Agreement.

NAWSC Transfer and Release

7. This Agreement and applicable Counter-Part Agreement are subject to NAWSC obtaining a written release of any security interest regarding the NAWSC Transfer Area in favor of USDA-RD, TWDB, CoBank, or any other third party ("**Area Releases**") covering the NAWSC Transfer Area and City's payment of the Purchase Price to NAWSC. NAWSC agrees to submit requests for such releases upon execution of the Counter-Part Agreement. Upon delivery of such written release to NAWSC, NAWSC will give notice to City and send City a copy of such written release.

8. Pending Final Closing and consummation of this Agreement, City will commence or continue service, as applicable, and NAWSC will cease service to the NAWSC Transfer Area on the first day of the first billing cycle to occur after thirty-five (35) days after the date of execution of the Counter-Part Agreement, and City's completion of all pipeline construction, if any, with notice to NAWSC of said completion. Until approval by the PUC is received and all requirements to final closing have been satisfied, City shall act as agent for the purpose of supplying all existing and new customers of NAWSC within the NAWSC Transfer Area and approving all subdivision utility layouts within the NAWSC Transfer Area. City will be responsible for billing and collection of all bills for potable water service to such customers of NAWSC as agent for NAWSC. City shall be entitled to receive and keep all amounts collected thereunder as a management fee and City will charge the same rate charged in accordance with NAWSC's tariff for water service during this

period. On closing and consummation of this Agreement, City shall no longer be an agent for NAWSC and may begin charging the lawful rates as established by City.

Alternate Dispute Resolution/Neutral Party

9. If any dispute, controversy, or claim between or among the parties arises under this Agreement or is related in any way to this Agreement or the relationship of the parties hereunder (a “Dispute”), the parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

10. If a mutual resolution and settlement are not obtained at the meeting, the parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the parties until reduced to a writing signed by a representative of each party. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

11. In the event of any litigation that arises out of this Agreement or a Counter-Part Agreement between the parties, the prevailing party is entitled to reimbursement of its reasonable attorneys’ fees and costs in bringing or defending the action. The “*prevailing party*”, as used herein, shall mean a

party who recovers on an affirmative claim an award which equals or exceeds 75% of the claim (principal only), or a party who is required to pay no more than 25% of the other party's claim after offsets for any counterclaims or affirmative defenses. To the extent the award yields a result that falls between 25.01% and 74.99% of an affirmative claim, there shall be no prevailing party. If both parties assert affirmative claims, each party's claims shall independently be, in the aggregate, evaluated by this standard. In claims for money damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party.

General Provisions

12. During the period of time from the City commencing to provide potable water service in the NAWSC Transfer Area until the closing and consummation of this Agreement and the Counter-Part Agreement, City agrees to defend, indemnify, and hold NAWSC harmless for any claim by any customer of NAWSC located in the NAWSC Transfer Area for any acts or omissions by City, as agent or otherwise, in supplying such customers with a potable water supply hereunder.

13. Any lines owned by NAWSC which run through the NAWSC Transfer Area which are necessary for service of water to customers of NAWSC within its remaining certified area shall not become the property of City but shall remain the property of NAWSC.

14. This Agreement has been approved by the appropriate bodies of NAWSC and City as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "B" and "C"**, respectively, and are executed by the appropriate officers of same.

15. Failure to perform any covenant and agreement herein shall entitle the non-breaching party to enforce the provisions hereof by specific performance or injunctive relief in addition to any remedy in damages to which either party may be entitled.

16. It is the intent of NAWSC and City, and they do hereby specifically agree, that this Agreement and any Counter-Part Agreement creates no third-party beneficiary rights or interest in or to the supply of any treated water or facility relating thereto, nor to any existing or potential retail customer of NAWSC or City.

17. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and subsequent to the date hereof and duly executed by the parties hereto.

18. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement nor any Counter-Part Agreement shall be deemed to be a waiver of any other breach of the same or other term, condition, or covenant contained herein.

19. Each party represents and warrants that (i) it has carefully reviewed this Agreement and any Counter-Part Agreement; (ii) it has at all times been represented by and consulted with legal counsel concerning this Agreement and any Counter-Part Agreement; (iii) any questions that it has pertaining to this Agreement and any Counter-Part Agreement have been answered and fully explained to it by its counsel; (iv) its decision to execute this Agreement and any Counter-Part Agreement was not based on any statement or representation, either oral or written, made by any person on behalf of the other party; (v) this Agreement and any Counter-Part Agreement constitutes the entire Agreement and understanding of the parties; (vi) neither party has assigned, conveyed, hypothecated or transferred any interest in any cause of action relating to the above described claims; (vii) each party understands that the other party is relying upon these representations and warranties in entering into this Agreement and any Counter-Part Agreement; and (viii) this Agreement and any Counter-Part Agreement may not be amended, modified, or changed orally.

20. The conveyance made in this Agreement and any Counter-Part Agreement is made without warranty, express or implied, and the internal lines and meters, to the extent they exist, are conveyed "AS IS" and "WHERE IS."

[The remainder of this page is intentionally left blank.]

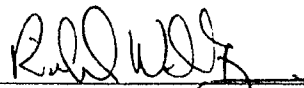
IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Master Agreement for Buyout and Transfer of Service Area as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION

420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

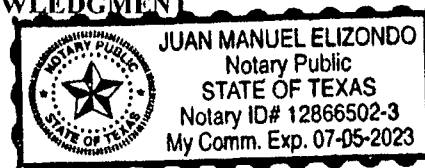
By: 
Steven P. Sanchez, General Manager

Approved:

By: 
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

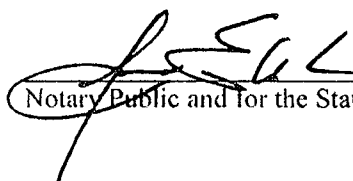
CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person described in and who executed the foregoing instrument as General Manager of North Water Supply Corporation, the corporation therein, and acknowledged that he executed the same in the capacity stated, on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 9 day of March, 2021.


Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____

Myra L. Ayala, City Secretary

By: _____

Ron Garza, City Manager

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

ACKNOWLEDGMENT

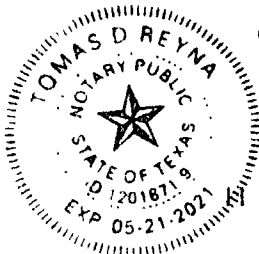
STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ron Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager for the City of Edinburg, that he executed the same as the act of the City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 3rd day of March, 20 21.



Notary Public and for the State of Texas

EXHIBIT “A”
(Counter-Part Agreement)

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: (Developer Name)

1. The Master Agreement for Transfer of Service Area ("**Master Agreement**") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("**CITY**") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("**NAWSC**"), a non-profit corporation of the State of Texas, dated February ____, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("**Counter-Part Agreement**") made this ____ day of ____, 20 ____, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: (subdivision name), being a (acreage) acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: (purchase price) (\$ ____).

Additional Provisions: (additional provisions, if applicable)

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt

of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2" and "3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

FORM COUNTER-PART AGREEMENT

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202_____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Myra L. Ayala, City Secretary

By: _____
Ron Garza, City Manager

Approved:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ron Garza, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Edinburg, that he executed the same as the act of the City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____
day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT "1"

(NAWSC Transfer Area Map/Description)

FORM COUNTER-PART AGREEMENT

EXHIBIT "2"

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

FORM COUNTER-PART AGREEMENT

EXHIBIT "3"

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

FORM COUNTER-PART AGREEMENT

EXHIBIT "B"

**(NAWSC Minutes and/or Resolution
Approving Master Agreement for
Buyout and Transfer of Service Area)**

**MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
December 15, 2020**

Present

Steve D. Krenek
Dennis Goldsberry
Martin Drewry
Ray Yeary
Michael England
Thomas Jendrusch
Abdiel Cuevas
Derrick Swanberg
Manuel Garcia

Staff

Steven P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Janie Sandoval
Agustin Gomez

Other

Richard Fryer – Corp. Attorney
Ivan Garcia- Rio Delta Eng.
Mike Hernandez – Melden & Hunt Eng.
Jorge Arroyo – Freese & Nichols

1. **Agenda Item #1.** The meeting was called to order at 1:00 p.m. via audio conference by President Steve D. Krenek.
2. **Agenda Item #2.** Mr. Swanberg moved for the approval of the minutes for November 17, 2020. Mr. Drewry seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #4.** Mr. E Lucio III of Beatty Navarre Lucio P.C., (BNL) was unable to attend.
5. **Agenda Item #5.** A report was made by Jorge Arroyo with Freese & Nichols on the following:
 - A. Doolittle R.O.
 - B. Owassa R.O.
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 - A. New Emergency Generator at Plant #2
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 - C. Donna Regional Wastewater Treatment Plant Phase 2
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 - B. Westgate Project
 - C. Delta La Villa Colonias Waterline Project
 - D. San Perlita GST
 - E. Alternate Supply line for Plant #7
 - F. Santa Rosa Kansas City Road Waterline Project
 - G. Emergency Power for Water Plant 1 & 6 Project
9. **Agenda Item #9.** Mr. Swanberg move for the approval of bids received for the NAWSC's San Perlita Booster Station and FM 1425 Booster Station Project as recommended by the engineer. Mr. Garcia seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – December 15, 2020

10. **Agenda Item #10.** Mr. Garcia moved for the approval of payment for all related invoices for the above-mentioned projects on Item #08 for the month of December. Mr. Jendrusch seconded and motion carried with all in favor.
11. **Agenda Item #11.** Mr. Garcia moved for the approval of amending the North Alamo and City of Edinburg Master Agreement for buyout areas. Mr. England seconded and motion carried with all in favor.
12. **Agenda Item #12.** Mr. Garcia moved for the approval of Financial Statement for November, 2020 as presented by Janie Sandoval. Mr. England seconded and motion carried with all in favor.
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 - B. Report on North Cameron Well
 - C. Report on San Perlita Tank Rehab
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 - A. Wastewater Operations Report
 - (1) Report on Wastewater Treatment Plants and Collection Systems for November, 2020
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 - A. Report on meeting Representative Dade Phelan
 - B. Report on TRWA Rural Water Week January 4th, 2021
 - C. Mr. Swanberg moved for the approval of requesting water rights on recorded subdivisions as allowed under Subchapter (O). Mr. Jendrusch seconded and motion carried with all in favor.
 - D. Mr. England moved for the approval of renewing the farm lease agreement expiring December 31, 2020, and authorize General Manager as signatory on all related documents. Mr. Swanberg seconded and motion carried with all in favor.
 - E. Set a date for Scholarship Committee to meet on January 14, 2021. Committee members – Martin Drewry, Chairman, Tommy Jendrusch, and Derrick Swanberg.
 - F. Report on fire hydrants – No report
 - (1) Consideration and possible approval of revising the Waterline Access Agreement
 - G. Report Donna Irrigation District agreement
 - H. January 2021 Board Meeting 01/19/21
17. **Agenda Item #17.** Mr. Drewry moved for the approval of the following subdivisions:
 - A. Canton Heights No. 2 Subdivision, 33 lots on 8.33 acres, located south of Canton Rd. west of FM 1426, developers – Jaime Omar Chapa and Michael A. Cantu

North Alamo WSC Board of Directors Meeting – December 15, 2020

Agenda Item #17. Continued

- B. **Cantera Hermosa Phase 1 Subdivision, 84 lots on 20.00 acres, located south of Eldora Rd. east of Tower Rd., developers – Cayetano Development, LLC **Needs to be amended again, to 84 lots on 20 acres, same location and developer. Was amended 10/20/20 to 85 lots; Originally approved 09/15/20 with 89 lots
 - C. *Cantera Hermosa Phase 2 Subdivision, 140 lots on 30 acres, located on the north side of Eldora Rd. east of Tower Rd., developer – Cayetano Development, LLC *Originally approved 09/15/2020 with 139 lots on 30 acres; needs to be amended to 140 lots; same acreage, location and developer.
 - D. *DLG Subdivision, 5 lots on 11.27 acres, located on the east side of Louisiana Rd. south of Tio Cano Rd., developer – James Green *Originally approved 08/15/2019 as JMH Subdivision Phase II, 6 lots; needs to be amended with changes to the name and number of lots; acreage, location and developer remain the same.
 - E. Mile 9 North Meadows Subdivision, 94 lots on 40 acres, located on the southwest corner of Mile 9 N Rd and Mile 2 ½ E Rd., developer Tim Gearhart
 - F. North Side Community Center Subdivision, 1 lot on 8.27 acres, located east of Raider Dr. north of Earling Rd., developer – Dr. Ambrosio Hernandez (Mayor-City of Pharr)
 - G. Quintanilla Promise Land Subdivision, 1 lot on 1 acre, located east of FM 493 south of Mile 9 ½ North Rd., Developer Roxxy J. Ocanas
 - H. SG Subdivision, 2 lots on 12 acres, located east of Spence Rd. north of FM 1761, developer – Saul Garza
 - I. Sierra Estates Subdivision, 20 lots on 25 acres, located on the northwest corner of Mile 12 N Rd and Mile 4 W Rd., developer – Gracie Carlile
 - J. The Heights on Wisconsin Phase II Subdivision, 63 lots on 12.82 acres, located on the southeast corner of Wisconsin Rd. and Veterans Blvd., developer - Carranza Development, LLC
 - K. The Woods Subdivision, 1 lot on .75 acre, located north of Hernandez Street west of FM 1015, developer – Noemi Briseno
 - L. Utility Trailers – Eldora Road Subdivision, 1 lot on 4 acres, located east of US HWY 281 south of Eldora Road, developer – Jon E. Loring, Jr., President
- These subdivisions are subject to the Corporation's rules and regulations. Mr. Jendrusch seconded and motion carried with all in favor.

18. **Agenda Item #18.** Mr. Swanberg moved for the approval of accepting finished subdivisions for November, 2020.

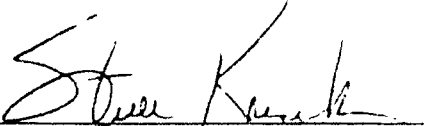
<u>Subdivision Name</u>	<u>Date Finished</u>
A. Caledonia Estates Subdivision Phase III	03/20/2020
B. San Lucio Subdivision No. 4	03/20/2020
C. Citrus Village Subdivision No. 2	09/14/2020
D. NM Subdivision	10/26/2020
E. Little Prairie South Subdivision	07/02/2020
F. Re-Plat of Lot 2 Fidencio Garcia Estates Subd	06/03/2020

Mr. Garcia seconded and motion carried with all in favor.

19. **Agenda Item #19.** Mr. Goldsberry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – December 15, 2020

- 20. Agenda Item #20.** The Board will enter into executive session at 2:50 p.m. to discuss the following:
- A.** Update on land for reservoir.
 - B.** Discussion on recommendation by Wage and Salary Review Committee.
- 21. Agenda Item #21.** The Board returns back into regular session at 3:08 p.m. to take action on the following:
- B.** Mr. England moved for the approval of Wage and Salary Review and Christmas bonuses as presented and recommended by Wage and Salary Committee. Mr. Garcia seconded and motion carried with all in favor.
- 22. Agenda Item #22.** Mr. Drewry moved to adjourn the meeting at 3:11 p.m. Mr. Swanberg seconded and motion carried with all in favor.


Steve D. Krenek - President

Irma Tamez, Recording


Derrick Swanberg – Secretary

EXHIBIT "C"

**(CITY Minutes and/or Resolution
Approving Master Agreement for
Buyout and Transfer of Service Area)**

MINUTES EXCERPT

STATE OF TEXAS COUNTY OF HIDALGO CITY OF EDINBURG

The Edinburg City Council convened for a **Regular Meeting** on **Tuesday, February 16, 2021 at 6:00 pm**, at Edinburg City Hall Council Chambers, 415 W. University Drive, Edinburg, Texas, with the following present:

Mayor and Councilmembers:

Present

Richard R. Molina,	Mayor
Gilbert Enriquez,	Mayor Pro Tem
Jorge Luis Salinas,	Councilmember Place 1
David White,	Councilmember Place 4

Absent

Johnny Garcia,	Councilmember Place 3
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Staff Present: Ron Garza, City Manager, Omar Ochoa, City Attorney, Tomas D. Reyna, Assistant City Manager, Jesus Saenz, Assistant City Manager, Myra L. Ayala, City Secretary and City Department Directors.

9. BIDS/CONTRACTUALS

- A. Consider authorizing the City Manager to execute a Master Agreement for Buyout and Transfer of Service Area with North Alamo Water Supply Corporation (NASWSC) and execute any other documents relating thereto. [Utilities - Arturo C. Martinez, Director of Water Resources]**

Councilmember David White motioned to approve authorizing the City Manager to execute a Master Agreement for Buyout and Transfer of Service Area with North Alamo Water Supply Corporation (NASWSC) and execute any other documents relating thereto.

Councilmember Jorge Salinas Seconded the motion.

The motion to approve carried 4-0.

CERTIFICATE OF RECORDING OFFICER

I, Myra L. Ayala, City Secretary for the City of Edinburg hereby certify that this is a true and correct copy of the original Governing Body's legislative history for the regular meeting held Tuesday, February 16, 2021 and is on file in the City Secretary's Office of the City of Edinburg, Texas. **TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE 17th. day of February 2021.**

BY:

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



SECTION 8
COUNTER-PART AGREEMENT
LOS LAGOS PHASE V
SUBDIVISION

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: Los Lagos Phase V Subdivision

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this 1st day of June, 2021, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: Los Lagos, Phase V Subdivision, being a 10.2 acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: Twenty-Seven Thousand Three Hundred Sixty and No/100ths Dollars (\$ 27,360.00).

Additional Provisions: None

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

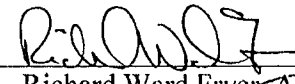
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: 
Steven P. Sanchez, General Manager

Approved:

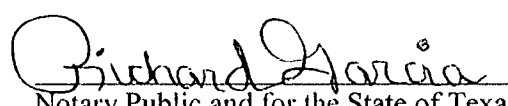
By: 
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

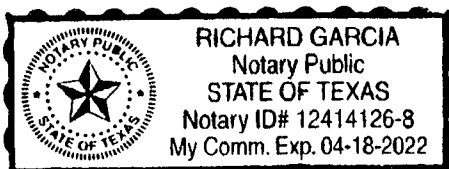
CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 15th day of JUNE, 2021.


Notary Public and for the State of Texas



ATTEST:

By:

Myra L. Ayala, City Secretary

Approved:

OMAR OCHOA LAW FIRM, P.A.

BY:

Omar Ochoa, City Attorney

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By:

Ron Garza, City Manager



ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ron Garza, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Edinburg, that he executed the same as the act of the City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 11th day of March, 202 1.



T. D. Reyna
Notary Public and for the State of Texas

EXHIBIT “1”

(NAWSC Transfer Area Map/Description)

LOS LAGOS PHASE V



September 10, 2020

1:9,028
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

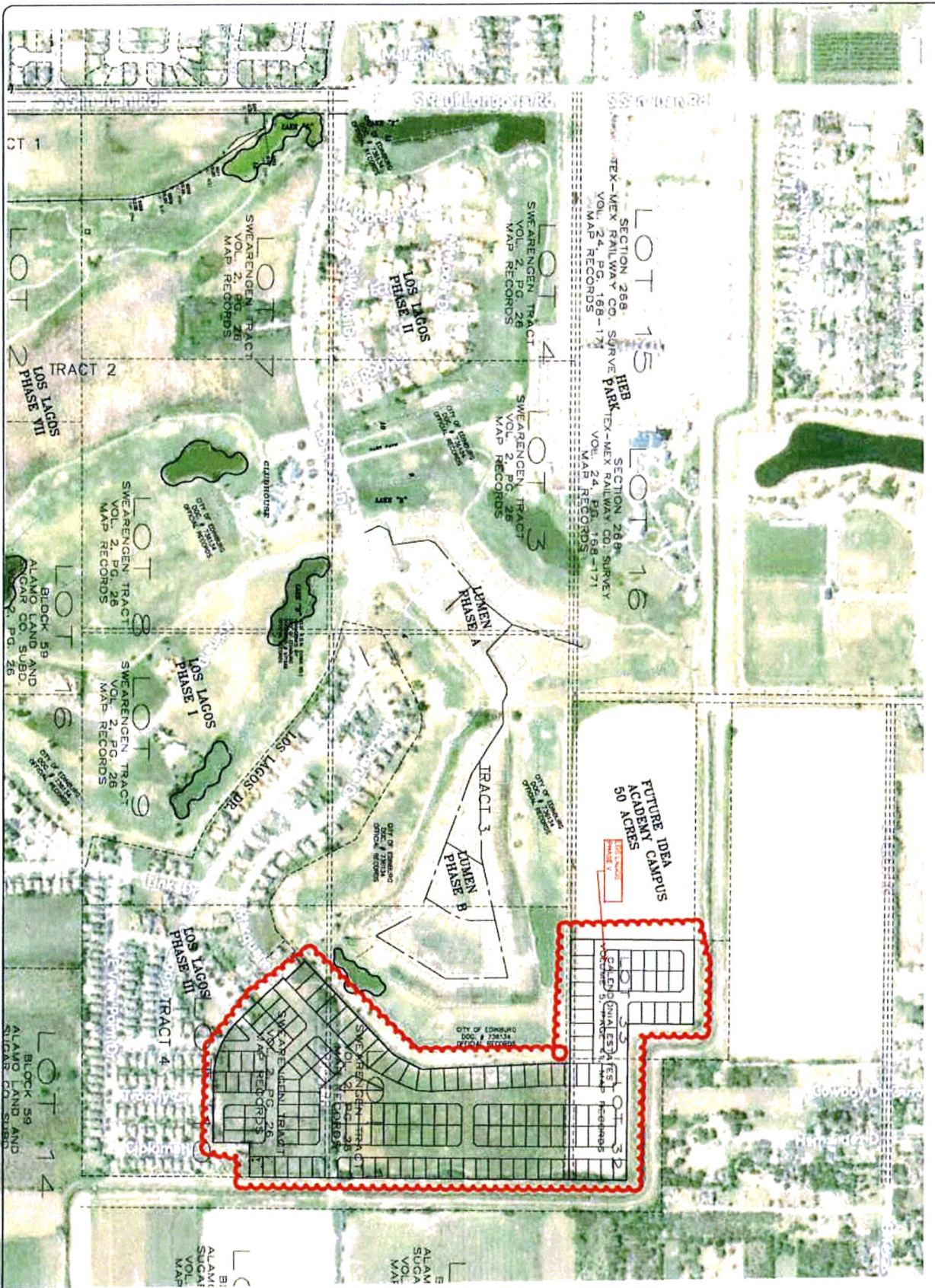


EXHIBIT “2”

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Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
December 15, 2020

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Manuel Garcia

Staff

Steven P. Sanchez
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North Alamo WSC Board of Directors Meeting – December 15, 2020

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 - H.** January 2021 Board Meeting 01/19/21
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North Alamo WSC Board of Directors Meeting – December 15, 2020

Agenda Item #17. Continued

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<u>Subdivision Name</u>	<u>Date Finished</u>
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North Alamo WSC Board of Directors Meeting – December 15, 2020

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Steve D. Krenk - President

Irma Tamez, Recording

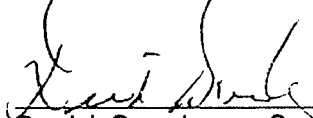

Derrick Swanberg – Secretary

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES EXCERPT

STATE OF TEXAS COUNTY OF HIDALGO CITY OF EDINBURG

The Edinburg City Council convened for a **Regular Meeting on Tuesday, February 16, 2021 at 6:00 pm**, at Edinburg City Hall Council Chambers, 415 W. University Drive, Edinburg, Texas, with the following present:

Mayor and Councilmembers:

Present

Richard R. Molina,	Mayor
Gilbert Enriquez,	Mayor Pro Tem
Jorge Luis Salinas,	Councilmember Place 1
David White,	Councilmember Place 4

Absent

Johnny Garcia,	Councilmember Place 3
----------------	-----------------------

Staff Present: Ron Garza, City Manager, Omar Ochoa, City Attorney, Tomas D. Reyna, Assistant City Manager, Jesus Saenz, Assistant City Manager, Myra L. Ayala, City Secretary and City Department Directors.

9. BIDS/CONTRACTUALS

B. Consider authorizing the City Manager to Enter into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with the following two subdivisions as listed to provide City Water Services. [Utilities - Arturo C. Martinez, Director of Water Resources]

Councilmember David White motioned to approve authorizing the City Manager to Enter into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with the following two subdivisions as listed to provide City Water Services.

Councilmember Jorge Salinas Seconded the motion.

The motion to approve carried 4-0.

CERTIFICATE OF RECORDING OFFICER

I, Myra L. Ayala, City Secretary for the City of Edinburg hereby certify that this is a true and correct copy of the original Governing Body's legislative history for the regular meeting held Tuesday, February 16, 2021 and is on file in the City Secretary's Office of the City of Edinburg, Texas. **TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE 17th. day of February 2021.**

BY:

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



SECTION 8
ORDINANCE NO. 2020-4452
ANNEXATION
LOS LAGOS PHASE V
SUBDIVISION

ORDINANCE NO. 2020-4452

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 10.20 ACRES TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF LOTS 32 AND 33 CALEDONIAN ESTATES UNIT NO. 2, RECORDED IN VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS. AS REQUESTED BY RIO DELTA ENGINEERING, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on May 19, 2020, the City Council accepted a petition from Rio Delta Engineering, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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

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

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and

privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: Upon annexation the herein described property shall be temporarily zoned Agricultural (AG) District, until permanently zoned by the City Council of the City of Edinburg.

SECTION V: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION VI: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 10.20 Acres Tract of Land out of and forming a part or portion of Lots 32 and 33 Caledonian Estates Unit No. 2, recorded in Volume 5, Page 41, Map Records of Hidalgo County, Texas, Which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VIII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION X: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd Day of June, 2020.

CITY OF EDINBURG

By: 

Richard R. Molina Mayor

ATTEST:

By: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____

Omar Ochoa, City Attorney

EXHIBIT A
TRACT 1 - 10.20 ACRES
OUT OF LOTS 32 AND 33,
CALEDONIAN ESTATES UNIT No. 2,
VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 10.20 ACRES TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF LOTS 32 AND 33, CALEDONIAN ESTATES UNIT No. 2, RECORDED IN VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 10.20 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THE SAID LOT 32, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE, N 81°11'12" W ALONG THE SOUTH LINE OF THE SAID LOTS 32 AND 33, TO THE SOUTHWEST CORNER OF THE SAID LOT 33, A DISTANCE OF 1158.22 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 9°08'31" E ALONG THE WEST LINE OF THE SAID LOT 33, TO A POINT ON THE SOUTH LINE OF A DRAIN DITCH EASEMENT DESCRIBED IN AN EASEMENT DOCUMENT FROM L.J. ROBERTS, BOB ROBERTS AND HARRY ROBERTS TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1, RECORDED IN VOLUME 1757, PAGE 613, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 588.20 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;


THENCE, S 81°04'01" E ACROSS THE SAID LOT 33, SAME BEING ALONG THE SOUTH LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 405.00 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 9°08'31" W ACROSS THE SAID LOT 33, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 313.00 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81°04'00" E ACROSS THE SAID LOTS 33 AND 32, SAME BEING ALONG THE SOUTH LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 753.21 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 9°08'31" W ACROSS THE SAID LOT 32, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 272.78 FEET TO **THE POINT OF BEGINNING, SAID TRACT CONTAINING 10.20 ACRES OF LAND MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10th AVENUE
EDINBURG, TEXAS 78539

4/6/2020

DATE



EXHIBIT B
TRACT 1 - 10.20 ACRES
OUT OF LOTS 32 AND 33,
CALEDONIAN ESTATES UNIT No 2,
VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

HIDALGO COUNTY DRAINAGE
DISTRICT #1
VOL. 1757, PAGE 613,
O.R.H.C. S81° 04' 01"E

405.00'

CAPPED 1/2" IRON ROD SET

IDEA PUBLIC SCHOOLS
DOC#2943159
O.R.H.C.

N9° 08' 31"E
588.20'

TRACT 1
10.20 ACRES

CAPPED 1/2" IRON ROD SET

S9° 08' 31"W
313.00'

CAPPED 1/2" IRON ROD SET

HIDALGO COUNTY DRAINAGE
DISTRICT #1
VOL. 1757, PAGE 613,
O.R.H.C.

S81° 04' 00"E
753.21'

SCALE: 1" = 100'
SCARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

LEGEND	
○	CAPPED 1/2" IRON ROD SET
●	1/2" IRON ROD FOUND
⊙	2" IRON P.P.E FOUND
△	CALCULATED POINT
(XXX)	DEED CALL (DOC#2487916, O.R.H.C.)
XXX	MEASURED

CAPPED 1/2" IRON ROD SET

S81° 04' 00"E
753.21'

HIDALGO CO DRAINAGE DIST #1
PROPERTY ID#502776
H.C.A.D.R.

P.O.B.

1/2" IRON ROD FOUND
THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 32,
VOL. 5, PG 41, H.C.M.R.

N81° 11' 12"W
1158.22'

CITY OF EDINBURG
DOC.# 736134
O.R.H.C.

SURVEYOR'S NOTES.

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT
- 2) THE PROPERTY SHOWN IS IN ZONE "X" AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL MAP NO 4803380035E, DATED JUNE 6 2000
- 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING APRIL 2020, UNDER MY DIRECTION AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS.

[Signature]

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO 6496

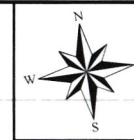
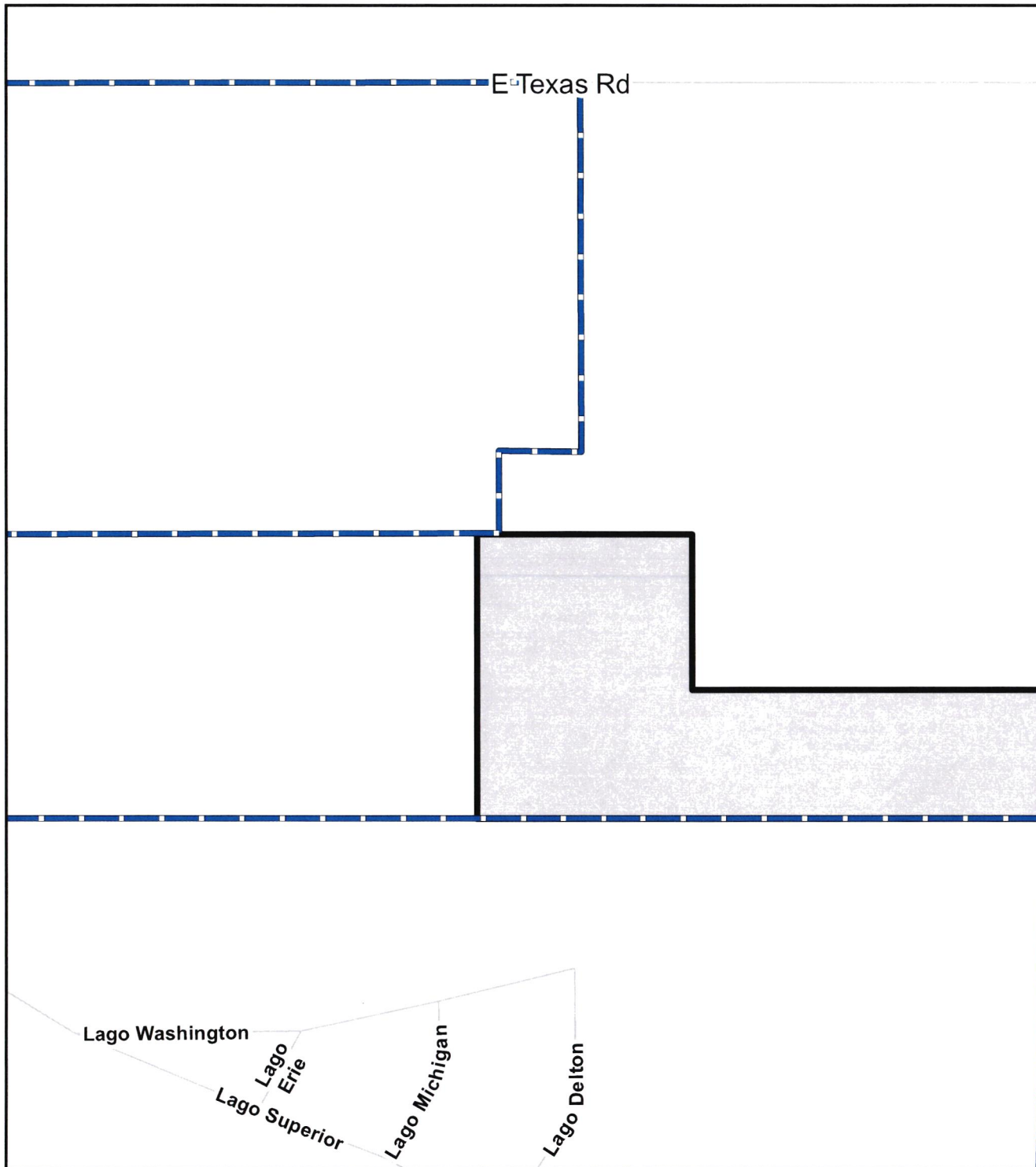
DATE

4/6/2020



RIO DELTA ENGINEERING
FIRM REGISTRATION No. P-7628
SURVEY FIRM NO. 10194027
821 S. 10TH AVENUE, EDINBURG TEXAS 76539
(TEL) 956-360-6152 (FAX) 956-360-6083

DATE: APRIL, 2020
PROJECT: SUR 20 006
PAGE: 1 OF 1



CASE CAPTION:

APPLICANT NAME:

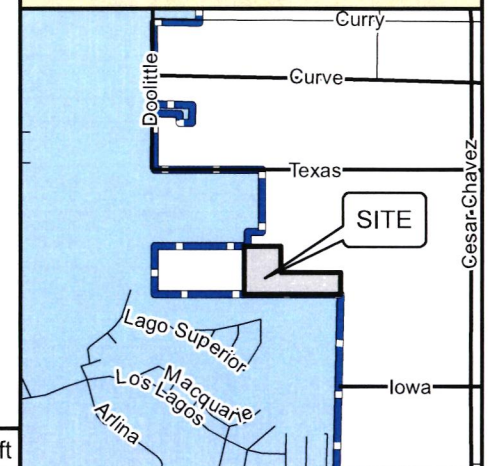
RIO DELTA ENGINEERING

Consider Ordinance for the Voluntary Annexation of 10.20 Acres Tract of Land out of and forming a part or portion of Lots 32 and 33 Caledonian Estates Unit No. 2, recorded in Volume 5, Page 41, Map Records of Hidalgo County, Texas. As Requested By Rio Delta Engineering

Legend

-  CITY LIMITS
-  STREETS
-  APPLICANT SITE

SITE LOCATION MAP



1 in = 300 ft

SECTION 8

COUNTER-PART AGREEMENT

STAR MOULDING OF PHARR LLC

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: STAR MOULDING OF PHARR, LLC

1. The Master Agreement for Transfer of Service Area ("**Master Agreement**") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("**CITY**") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("**NAWSC**"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("**Counter-Part Agreement**") made this 15 day of June, 2021, form the entire agreement with respect to the NAWSC Transfer Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: Vela & Flores Subdivision, being a 6.57 acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: Nine Thousand Five Hundred Seventy-Six and no/100ths Dollars (\$9,576.00).

Additional Provisions: (None)

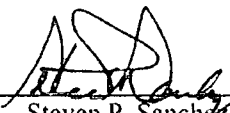
2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

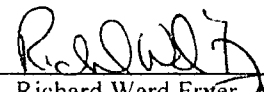
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

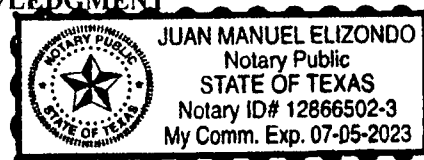
By: 
Steven P. Sanchez, General Manager

Approved:

By: 
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

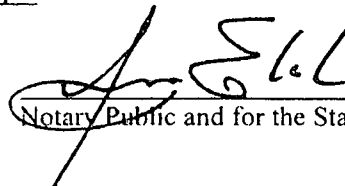
CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared Steven P. Sanchez, known to me to be the person described in and who executed the foregoing instrument as General Manager of North Water Supply Corporation, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 9 day of March, 2021.


Notary Public and for the State of Texas

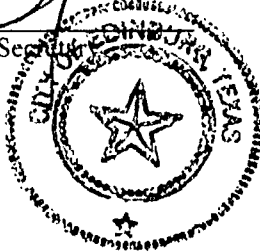
ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By: _____

Myra L. Ayala, City Secretary



By: _____

Ron Garza, City Manager

Approved:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

Omar Ochoa, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

§

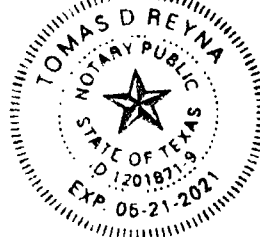
§

COUNTY OF HIDALGO

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ron Garza, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Edinburg, that he executed the same as the act of the City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 3rd day of March, 2021.



Notary Public and for the State of Texas

EXHIBIT "1"
(NAWSC Transfer Area Map/Description)



LEGEND:
FUTURE PROPOSED BUYOUT
EDINBURG CITY LIMITS

REQUESTED AREA TO BE TRANSFERRED FROM NORTH ALAMO W.S.C.
TO THE CITY OF EDINBURG

MINOR PLAT OF
VELA & FLORES SUBDIVISION
A 6.57 ACRE TRACT OF LAND

Source: Esri, HERE, Garmin, USGS, Imagery, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NOAA, © OpenStreetMap contributors, and the GIS User Community

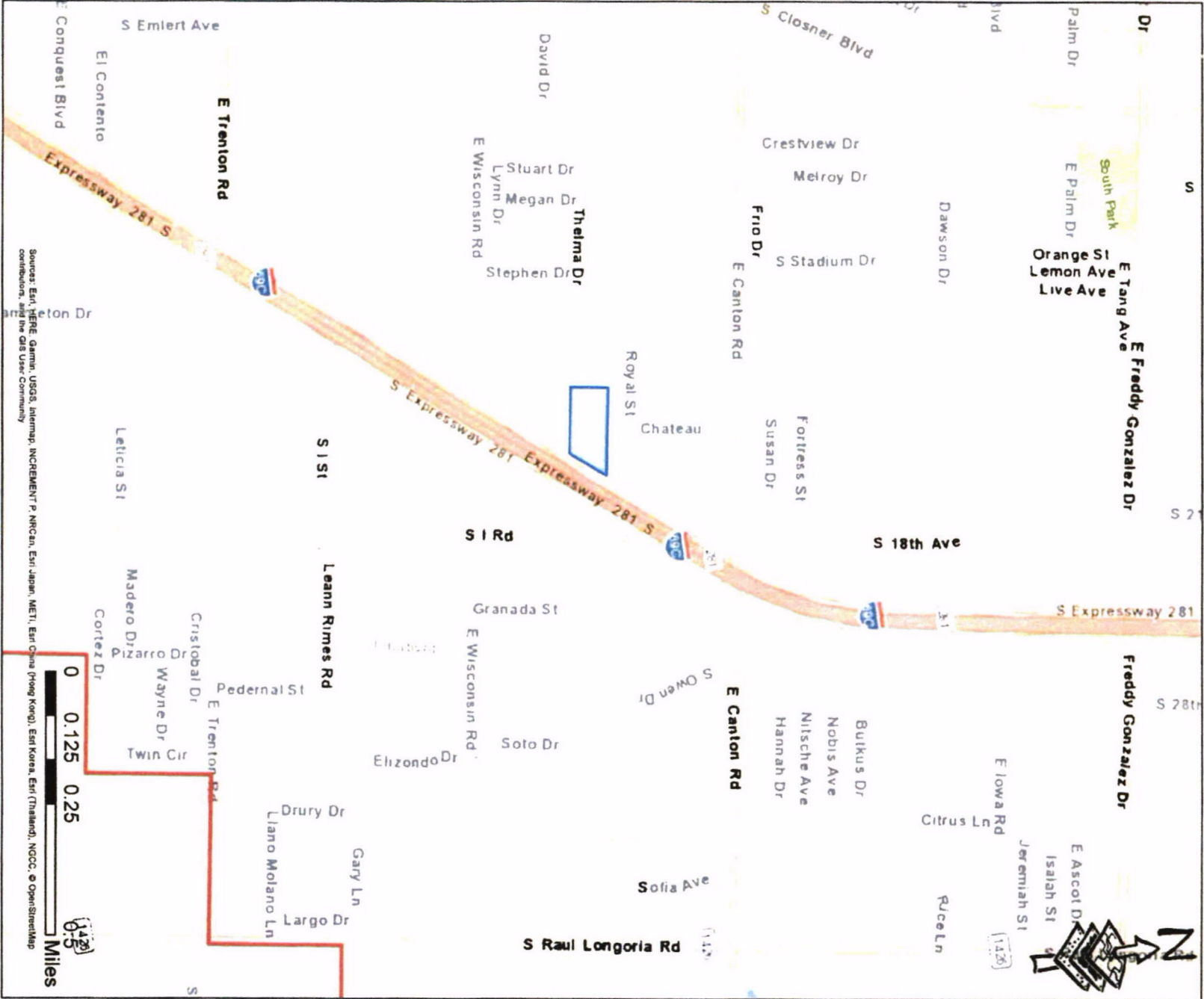


EXHIBIT "2"

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

**Minutes
North Alamo Water Supply Corporation
February 19, 2019**

Present

Steve D. Krenek
Derrick Swanberg
Dennis Goldsberry
Thomas Jendrusch
Ray Yeary
Martin Drewry
Abdiel Cuevas
Manuel Garcia
Michael England

Staff

Steven P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Agustin Gomez
Janie Sandoval

Others

Richard Fryer – Corp. Attorney
Mike Hernandez – Melden & Hunt Eng.
Ivan Garcia – Rio Delta Eng.
Allan Booe – Melden & Hunt Eng.
Kenny Wilkins – Lite Oil

1. **Agenda Item #1.** The meeting was called to order at 10:00 a.m. by President Steve Krenek.
2. **Agenda Item #2.** Mr. Swanberg moved for the approval of the minutes of January 15, 2019. Mr. Drewry seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #5.** Mr. E. Lucio III of Beatty Bangle Strama (BBS) was unable to attend.
5. **Agenda Item #6.** Freese and Nichols was unable to attend.
6. **Agenda Item #7.** Mr. Swanberg moved for the approval of a buyout for the City of Elsa Industrial Park, located on the south east corner of SH 88 and FM 1925. Buyout request letter in the subdivision file. Mr. Garcia seconded and motion carried with all in favor.
7. **Agenda Item #8.** Mr. Goldsberry moved for the approval of a buyout release of service area being a 6.57 acre tract located on the west side of US Expressway 281 north of Wisconsin Road, for Vela & Flores Subdivision, to the City of Edinburg. Buyout request letter in the subdivision file. Mr. Swanberg seconded and motion carried with all in favor.
8. **Agenda Item #4.** Mr. Kenny Wilkins addressed the Board, North Alamo's reimbursement policy for subdivisions. The item will be discussed with legal counsel and the General Manager will notify Mr. Wilkin's on the outcome.
9. **Agenda Item #9.** An update was made by Mike Hernandez of Melden & Hunt, Inc. on:
 - A. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant.
 - B. Lasara Well – Motor and Controls
 - C. Westgate Project
 - D. WTP No. 4 2.0 MG GST
 - E. Delta La Villa Colonias Waterline Project
 - F. Owassa Road Waterline Project
 - G. CIP Projects

North Alamo WSC Board Meeting – February 19, 2019

10. **Agenda Item #10.** Mr. Jendrusch moved for the approval of Change Order No. 1 to increase contract amount by \$1,656.00 to RP Constructors, Inc. on the NAWSC Plant 4 – 2.0 MG Ground Storage Tank. Mr. Drewry seconded and motion carried with all in favor.
11. **Agenda Item #11.** No action on the Westgate Road Project
 - A. Accepting offer from County on (0) easements where we (NAWSC) have no infrastructure and possibly present counter offer to the County.
12. **Agenda Item #12.** Mr. Goldsberry moved for the approval of a pay request in the amount of \$6,868.62 to Melden & Hunt for the submittal of construction documents to the TWDB for construction of the TWDB Wastewater Project. Mr. Yearly seconded and motion carried with all in favor.
13. **Agenda #13.** No pay request to Melden and Hunt, Inc. for the Westgate Waterline Relocation Project.
14. **Agenda Item #14.** No pay request to Melden and Hunt, Inc. for the Delta and La Villa Colonias Project.
15. **Agenda Item #15.** Mr. England moved for the approval of engaging Fryer & Hansen, PLLC for legal services as required by the letter of conditions from USDA Rural Development for the Delta La Villa Colonias Project. Mr. Swanberg seconded and motion carried with all in favor.
16. **Agenda Item #16.** Mr. Yearly moved for the approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase 1 Projects: (Combined Total \$20,196.71)
 - A. Engineering Design of Reservoir for the Delta Regional WTP in the amount of \$10,382.82;
 - B. Engineering Design for 12" waterline along FM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline in the amount of \$2,575.00;
 - C. Engineering Design on one MG Composite Elevated Storage Tank in the amount of \$7,238.89.Mr. Jendrusch seconded and motion carried with all in favor.
17. **Agenda Item #17.** Mr. Swanberg moved for the approval of pay request No. 5 in the amount of \$392,207.93 to JMJ Constructors for the Delta Area Regional Water Treatment Plan Reservoir Project. Mr. Cuevas seconded and motion carried with all in favor.
18. **Agenda Item #18.** Mr. England moved for the approval of pay request No. 5 in the amount of \$558,600.00 to Landmark Structures for the Wisconsin Road 1.0 MG Elevated Tower Project. Mr. Yearly seconded and motion carried with all in favor.
19. **Agenda Item #19.** No pay request No. 4 to Cornett Construction for the NAWSC 2016 USDA Funded Water Distribution Project.
20. **Agenda Item #20.** Mr. England moved for the approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase II Projects: (Combined Total: \$36,130.92)
 - A. Engineering Design for Plant #5 Expansion \$26,119.60;
 - B. Engineering Design for Distribution lines going out of Plant #5 \$10,011.32.Mr. Yearly seconded and motion carried with all in favor.

North Alamo WSC Board Meeting – February 19, 2019

21. **Agenda Item #21.** Mr. Goldsberry moved for the approval of pay request in the amount of \$6,584.00 to Melden and Hunt, Inc. for the Plant #4 Ground Storage Tank Project. Mr. Cuevas seconded and motion carried with all in favor.
22. **Agenda Item #22.** Mr. Yeary moved for the approval of pay requests No. 8 in the amount of \$24,373.20 and No. 9 and Final in the amount of \$95,982.80 to RP Constructors, Inc. for work completed on the 2 MG GST Project at Plant #4 and accept the project as complete. (Combined Total: \$120,356.00) Mr. Jendrusch seconded and motion carried with all in favor.
23. **Agenda Item #23.** Mr. Jendrusch moved for the approval of pay request of \$400.00 on the 10" Owassa Rd. Waterline Project to Melden and Hunt, Inc. Mr. Yeary seconded and motion carried with all in favor.
24. **Agenda Item #24.** No pay request No. 8 to JMJ Constructors for work completed to date to JMJ Contractors for work completed to date on the Owassa Rd. Waterline Project.
25. **Agenda Item #25.** No pay request to Melden & Hunt Inc. on the North Weslaco EDAP PAD Project as follows:
 - A. Project Management - \$0.00
 - B. Design Services - \$0.00
 - C. Surveying Services - \$0.00
 - D. Easement Services - \$0.00
26. **Agenda Item #26.** Mr. Swanberg moved for the approval of pay request No. 4 in the amount of \$141,643.10 to United Water Services, LLC, for work completed to date on the Lasara RO Well Pump Replacement Project. Mr. Cuevas seconded and motion carried with all in favor.
27. **Agenda Item #27.** Mr. Jendrusch moved for the approval of pay request to Melden and Hunt, Inc. for the following water improvement projects: (Combined Total: \$15,115.50)
 - A. Economedes Waterline Project - \$2,600.00
 - B. Kansas City Road Waterline Project - \$4,198.50
 - C. Parker Road Waterline Project - \$2,575.00
 - D. Willacy County Water Improvement Project - \$5,742.00Mr. Goldsberry seconded and motion carried with all in favor.
28. **Agenda Item #28.** A report was made by Ivan Garcia from Rio Delta Engineering on the TWDB Loan Grant Application/BECC Loan Application for the Reginal Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.
29. **Agenda Item #29.** Mr. Swanberg moved for the approval to reject the bid on the **TWDB Project #10430, WWTP Miscellaneous Improvements** as recommended by consulting engineer. Mr. Jendrusch seconded and motion carried with all in favor.
30. **Agenda #30.** Mr. Drewry moved for the approval of engaging Rio Delta Engineering for three (3) projects, which are as follows:
 - A. Refurbish the FM 1018 Water Tower
 - B. Demolition of FM 1015 Water Tower
 - C. Construct a 250,000-gallon ground storage tank at Plant #2.Mr. Swanberg seconded a motion carried with all in favor.

North Alamo WSC Board Meeting – February 19, 2019

- 31. Agenda Item #31.** Mr. Cuevas moved for the approval to pay requests to Rio Delta Engineering for work completed to date as **additional services for the WWTP Miscellaneous Improvements Project** as part of the TWDB Regional Wastewater Treatment Plant Project as follows: (Combined Total: **\$11,187.00**.)
- A. Design – \$7,458.00**
 - B. Bidding and Negotiation Phase - \$3,729.00**
 - C. Construction Phase –**
 - D. Material Testing – Raba Kistner - \$0.00**
- Mr. England seconded and motion carried with all in favor.
- 32. Agenda Item #32.** Mr. Swanberg moved for the approval of appointing Jesus Valadez as Election Auditor and Cathalina Castillo as the alternate for North Alamo's election. Mr. England seconded and motion carried with all in favor.
- 33. Agenda Item #33.** No action taken on passing a resolution for an uncontested election.
- 34. Agenda Item #34.** Mr. Drewry moved for the approval of the Financial Statement for January, 2019. Mr. Cuevas seconded and motion carried with all in favor.
- 35. Agenda Item #35.** Water Operations Report, Robert Rodriguez
- A. Water Loss for the Month of January, 2019 (8.04%) 28-day cycle**
 - B. Lasara RO Well Pump**
 - C. Report on Doolittle Well**
 - D. 186 Tank Refurbish**
- 36. Agenda Item #36.** Wastewater Operations Report, Agustin Gomez
- A. Wastewater Operations Report**
 - (1) Report on Wastewater Treatment Plants and Collection Systems for January, 2019
- 37. Agenda Item #37.** General Manager's Report
- A. Discuss with Board on the schedule and events for the Texas Rural Water Association's Convention/CoBank's Customer Meeting.**
 - (1) Mr. England moved for the approval to appoint Derrick Swanberg as a delegate and Dennis Goldsberry as alternate. Mr. Cuevas seconded and motion carried with all in favor.
 - B. Report and Update on Water Authority**
 - C. Report on petitions to irrigation districts under sub chapter "O"**
 - (1) Delta Lake Irrigation District
 - (2) Hidalgo County Irrigation District No.2
 - (3) Donna Irrigation District
 - (4) Hidalgo County Irrigation District
 - D. Report on meeting with La Feria Irrigation District**
 - E. Mr. England moved for the approval of authorizing General Manager to sign the following permit:**
 - (1) AT&TMr. Yeary seconded and motion carried with all in favor.
 - F. Discussion on letter to Hidalgo County Health Det. Regarding their requirements for wastewater hookups.**
 - G. Report on Quiet Village**
 - H. Report on Federal Shut down's impact on North Alamo**
- March 2019 Board Meeting – 03/19-/19

North Alamo WSC Board Meeting – February 19, 2019

- 38. Agenda Item #38.** Mr. Jendrusch moved for the approval of the following subdivisions with the exception of G which is on the buyout.

- A. *Caledonia Estates Subdivision Phase III, 45 lots on 10 acres, located on the north side of Curry Rd. west of Cesar Chavez Rd; developer – Ricardo R. Salinas, Jr. *Originally approved 12/13/2016 as a 21 lot subd on acres; needs to be amended to 45 lots on 10 acres; location & developer remain the same.
- B. Dollar General Donna Addition Subdivision, 1 lot on 8.003 acres, located on the southeast corner of FM 1423 and Canton Rd., developer – David O. and Griselda A. Calderon
- C. NM Subdivision, 1 lot on 4 acres, located north of Davis Rd. east of 3rd Street, developer – Noe and Narcedalia Martinez
- D. R. Quiroz Subdivision, 1 lot on 0.94 acres, located on the west side of Val Verde Rd. south of Business 83; developer – Roberto Quiroz
- E. Rancho Alborada Subdivision, 2 lots on 16.95 acres, located east of FM 506 north of Sesso Rd., developers – Jose L. and Mercedes Vasquez-Marcos and Hilmara Aldapa
- F. The Heights on Wisconsin Phase 1 Subdivision, 59 lots on 13.164 acres, located south of Wisconsin Rd., east of Veterans Rd., developer – Carranza Dev., LLC
- G. *Vela & Flores Subdivision, 1 lot on 6.57 acres, located on the west side of US Expressway 281 north of Wisconsin Rd., developer – Star Moulding of Pharr, LLC
*Requested buyout -See item #08

These subdivisions are subject to the Corporation's rules and regulations. Mr. Garcia seconded and motion carried with all in favor.

- 39. Agenda Item #39.** Mr. Swanberg moved for the approval of accepting finished subdivisions for January 2019:

Subdivision Name	Date Finished	Value	Value WW
A. Valdez #2 Subdivision	08/10/2018	\$ 6,450.00	N/A
B. J.V. Subdivision	02/21/2018	2,500.00	N/A
C. San Martin Subdivision No.5	01/07/2019	68,607.00	N/A
D. Soledad Garden Subdivision	01/07/2019	<u>3,100.00</u>	N/A
January 2019 Total Completed Infrastructure:		\$ 80,657.00	

Mr. Drewry seconded and motion carried with all in favor.

- 40. Agenda Item #40.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.

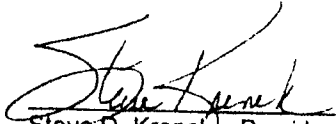
- 41. Agenda Item #41.** The Board will retire from Regular Session at 1:40 p.m. to enter into Executive Session to act on the following:

- A. Law suit - Juan Gonzalez
- B. Discussion with legal counsel on non-standard services to properties as defined by our tariff

- 42. Agenda Item #42.** The Board returned to regular session at 1:43 p.m. Mr. Swanberg moved to have the General Manager address item B, as instructed by the Board. Mr. Jendrusch seconded and motion carried with all in favor.

- 43. Agenda Item #43.** Mr. Drewry moved to adjourn the meeting at 1:45 p.m. Mr. Jendrusch seconded and motion passed with consensus.

North Alamo WSC Board Meeting – February 19, 2019


Steve D Krenek – President

Ima Tamez, Recording

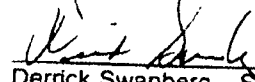

Derrick Swanberg – Secretary

EXHIBIT "3"

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES EXCERPT

STATE OF TEXAS COUNTY OF HIDALGO CITY OF EDINBURG

The Edinburg City Council convened for a **Regular Meeting on Tuesday, February 16, 2021 at 6:00 pm**, at Edinburg City Hall Council Chambers, 415 W. University Drive, Edinburg, Texas, with the following present:

Mayor and Councilmembers:

Present

Richard R. Molina,	Mayor	
Gilbert Enriquez,	Mayor Pro Tem	
Jorge Luis Salinas,	Councilmember	Place 1
David White,	Councilmember	Place 4

Absent

Johnny Garcia,	Councilmember	Place 3
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Staff Present: Ron Garza, City Manager, Omar Ochoa, City Attorney, Tomas D. Reyna, Assistant City Manager, Jesus Saenz, Assistant City Manager, Myra L. Ayala, City Secretary and City Department Directors.

9. BIDS/CONTRACTUALS

- B. Consider authorizing the City Manager to Enter into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with the following two subdivisions as listed to provide City Water Services. [Utilities - Arturo C. Martinez, Director of Water Resources]**

Councilmember David White motioned to approve authorizing the City Manager to Enter into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with the following two subdivisions as listed to provide City Water Services.

Councilmember Jorge Salinas Seconded the motion.

The motion to approve carried 4-0.

CERTIFICATE OF RECORDING OFFICER

I, Myra L. Ayala, City Secretary for the City of Edinburg hereby certify that this is a true and correct copy of the original Governing Body's legislative history for the regular meeting held Tuesday, February 16, 2021 and is on file in the City Secretary's Office of the City of Edinburg, Texas. **TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE 17th. day of February 2021.**

BY:

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



SECTION 8
ORDINANCE NO. 1523
ANNEXATION
STAR MOULDING OF PHARR LLC

ORDINANCE NO. 1523

PROVIDING FOR THE CITY-INITIATED ANNEXATION OF 1079.26 ACRES AND 1.97 ACRES AS PETITIONED BY PROPERTY OWNERS, SAID ACREAGE LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on January 19, 1993, the Board of Commissioners directed the staff of the City of Edinburg to prepare Service Plans for the provision of City services to certain tracts of land, said tracts described herein as Exhibits "A" through "F," proposed to be annexed by the City of Edinburg; and

WHEREAS, a public hearing on the proposed service plans of the hereinafter described territory was held on February 9, 1993, before the Planning and Zoning Commission in accordance with the Charter and Ordinances of the City of Edinburg and the laws of the state, and notice of such hearing was published in accordance with Section 43.052, Tex. Local Gov't. C. (Vernon 1988), in The Edinburg Daily Review on January 29, 1993; and

WHEREAS, a second public hearing on the proposed service plans was held on February 16, 1993, before the Board of Commissioners of the City of Edinburg, in accordance with the Charter and Ordinances of the City of Edinburg, and the laws of the State of Texas, and notice of such hearing was published in

accordance with Section 43.052, Tex. Local Gov't. C. (Vernon 1988), in The Edinburg Daily Review on January 29, 1993; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Edinburg; and

WHEREAS, the property hereinafter described lies adjacent to, adjoins, and is contiguous to the City of Edinburg; and

WHEREAS, upon final passage of this Ordinance, the annexation procedures concerning the hereinafter described property will have been completed within ninety (90) days of the date the Board of Commissioners instituted said proceedings.

NOW, THEREFORE, BE IT ORDAINED BY BOARD OF COMMISSIONERS OF THE CITY OF EDINBURG, TEXAS, THAT:

Section 1: The land described in Exhibits "A" through "F," attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Edinburg.

Section 2: Pursuant to the provisions of Section 43.056, Tex. Local Gov't. C. (Vernon 1988 and Vernon Supp. 1991) the City staff has prepared Service Plans for the properties to be annexed. Such Service Plans are attached hereto as Exhibits "A-1" through "F-1," and by reference are made a part hereof; and are adopted hereby as the Service Plans for the areas indicated therein upon the passage of this Ordinance.

Section 3: The herein described property and the areas so annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants thereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization, and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

Section 4: Upon annexation, the herein described property shall be temporarily zoned "RA-1, Single-Family Residence," until permanently zoned by the Board of Commissioners of the City of Edinburg.

Section 5: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

Section 6: In computing the total amount of territory that the City of Edinburg may annex in the year 1993, 1079.26 acres are being annexed on the initiative of the City of Edinburg and 1.97 acres, as petitioned by property owners.

Section 7: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased 1081.23 acres, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't. C. (Vernon 1988 and Vernon Supp. 1991).

Section 8: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

Section 9: The City Clerk is hereby authorized and directed to cause a true and correct copy of this Ordinance, as well as a description of the property annexed, to be published in a newspaper having general circulation in the City of Edinburg, Texas, and in the territory to be annexed hereby.

Section 10: Upon final passage this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and effect ten (10) days from date of passage.

Section 11: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

Section 12: In accomplishing the annexation of the property herein described, the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

Section 13: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the Board of Commissioners in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

READ, CONSIDERED, PASSED AND APPROVED on first reading at a regular meeting of the Board of Commissioners of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Article 6252-17, V.A.T.S., on the 16th day of March, 1993.

READ, CONSIDERED, PASSED AND APPROVED on second reading at a regular meeting of the Board of Commissioners of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Article 6252-17, V.A.T.S., on the 20th day of April, 1993.

READ, CONSIDERED, PASSED AND APPROVED on third reading at a regular meeting of the Board of Commissioners of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Article 6252-17, V.A.T.S., on the 1st day of June, 1993.

CITY OF EDINBURG

BY: 

Joe Ochoa, Mayor

ATTEST:

BY: 

Maria M. Corona, City Clerk

APPROVED AS TO FORM:

BY: 

Henrichson & Lewis, Interim
City Attorneys

H&L/JRL/dmg-sup3:5\7\1
2/8/93

Attachments: Exhibits "A" through "F"; "A-1" through "F-1"

EXHIBIT "C"

U.S. 281 BYPASS AREA

The Portion of Lot 17, Kelly-Pharr Subdivision lying West of the U.S.281 BYPASS the same being 16.97 AC.; and All of Lots 18, 19 and 30 Kelly-Pharr Subdivision; and the East 20 AC. of Lots 20, 29, AND 36 Kelly-Pharr Subdivision; and All of Lots 11, 12, 13, 14, 15, 16, 25 and 27 M.L. Woods Subdivision #4; and the Portion of Lots 14, 16 AND 26 M.L. Woods Subdivision #4 lying West of the East R.O.W. Line U.S.281 BYPASS; and the Portion of Lot 34, 52 and 61 Kelly-Pharr Subdivision lying West of the East R.O.W. Line of U.S.281 BYPASS. And being more particularly described as follows;

BEGINNING at the Northwest corner of the East 20 acres of Lot 20 Kelly-Pharr Subdivision, said point being also the present corporate limits of the CITY OF EDINBURG proceeding in a Easterly direction along the North line of Lots 20 , 19, 18 and 17 Kelly-Pharr Subdivision a distance of 4,801.68' to the intersection of the North line of Lot 17 Kelly-Pharr Subdivision and the West R.O.W. line of U.S. 281 BYPASS;

THENCE in a Southwesterly direction along the West R.O.W. Line of U.S.281 BYPASS being with and along the present corporate city limits to the intersection of the South line of Lot 31 Kelly-Pharr Subdivision and the West R.O.W. line of U.S. BYPASS 281;

THENCE East along the South line of Lot 31 Kelly-Pharr Subdivision being with and along the present corporate city limits a distance of 350' to the East R.O.W. line of U.S. 281 BYPASS;

THENCE in a Southwesterly direction 5,097.04 along the East R.O.W. LINE OF U.S. 281 BYPASS to the point of intersection of U.S. 281 BYPASS and the present corporate city limits;

THENCE North 2550' with and along the present corporate city limits to the Northwest corner of the East 20.0 Acres of Lot 52 Kelly-Pharr Subdivision;

THENCE East 660' with and along the present corporate city limits the same being the South line of Lot 45 Kelly-Pharr Subdivision to the Southwest corner of said Lot 45;

THENCE North 1320' with and along the present corporate city limits the same being the East line of Lot 45 Kelly-Pharr Subdivision to the Northeast corner of said Lot 45;

THENCE West 660' with and along the present corporate city limits the same being the North R.O.W. line of Trenton Road;

THENCE North 3960' with and along the present corporate city limits the same being the West line of the East 20 Acres of Lots 36, 29 and 20 Kelly-Pharr Subdivision to the Northwest corner to the point of beginning.

EXHIBIT C-1

U.S. 281 BYPASS AREA

Service Plan

I. Program of municipal services sixty (60) days following annexation:

Police Protection - Police protection would be readily available and as needed.

Fire Protection - Fire protection would be readily available.

Solid Waste Collection - Solid waste collection would be readily available as per the city's waste collection program.

Maintenance of Water and Wastewater Facilities - The maintenance of water facilities in this area will be primarily the responsibility of the North Alamo Water Supply Corporation, the water supplier in this area. At this time there is no sanitary sewer service in this area.

Maintenance of Roads and Streets (including lighting) - City would assume responsibility for maintenance of streets within the proposed annexation area. The maintenance of street lights is a function of the utility company providing this service.

The city also provides ambulance, brush collection, code enforcement, civil defense, housing assistance, library, mosquito control, parks and recreation, and public information services. The above are readily available. The residents of the annexed areas would be eligible to vote in the May, 1994 city elections.

II. Capital Improvements Program

This area consists of agricultural and residential uses. As noted above, the existing uses in this area receive water service from the North Alamo Water Supply Corporation and are on septic tanks as a means of wastewater disposal. Being that the majority of this area is rural in character, extension of additional utility services is not included in this service plan.

An eight inch water main is proposed within Lot 20, Kelly-Pharr Subdivision to serve residents directly south of the

Hidalgo County Jail. There is a six inch water line on Wisconsin Road. Residents wishing to tie to City water services may do so upon obtaining a release from the North Alamo Water Supply Corporation. Fire protection will be provided in the form of one hydrant along Wisconsin Road and one hydrant within the tract south of the County jail.

In terms of improvements to existing roads, the city proposes to maintain Wisconsin, Trenton and Alberta Roads in their present condition. In addition, an evaluation will be made to determine appropriate locations for roadway lighting. Additional improvements can be accomplished as development occurs and/or as the need is identified and funding is available.

As development occurs, this and other areas under consideration will require funding for additional personnel, vehicles, and equipment for the fire, police, public works, and solid waste departments. Information regarding these costs is attached.

In conclusion, this area will have the services identified in this service plan within the next four and one-half years.

PROPOSED ANNEXATION AREA U.S. BUS. 281 BYPASS AREA

PHARR

CANTON
PLAZA
2

SUBDIVISION

HIDALGO COUNTY
DETENTION
CENTER

290.51 AC.

WISCONSIN RD

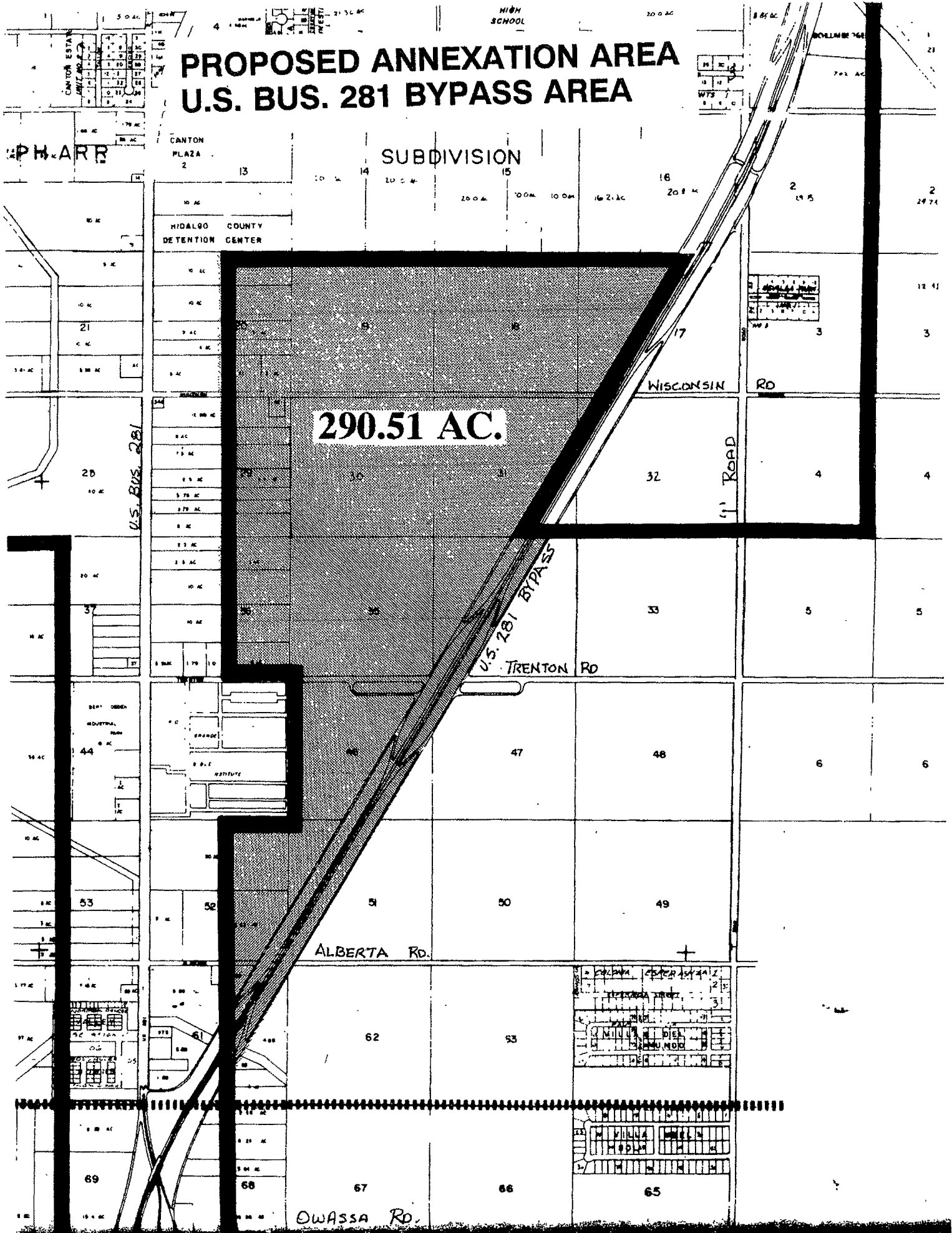
41 ROAD

U.S. BUS. 281 BYPASS

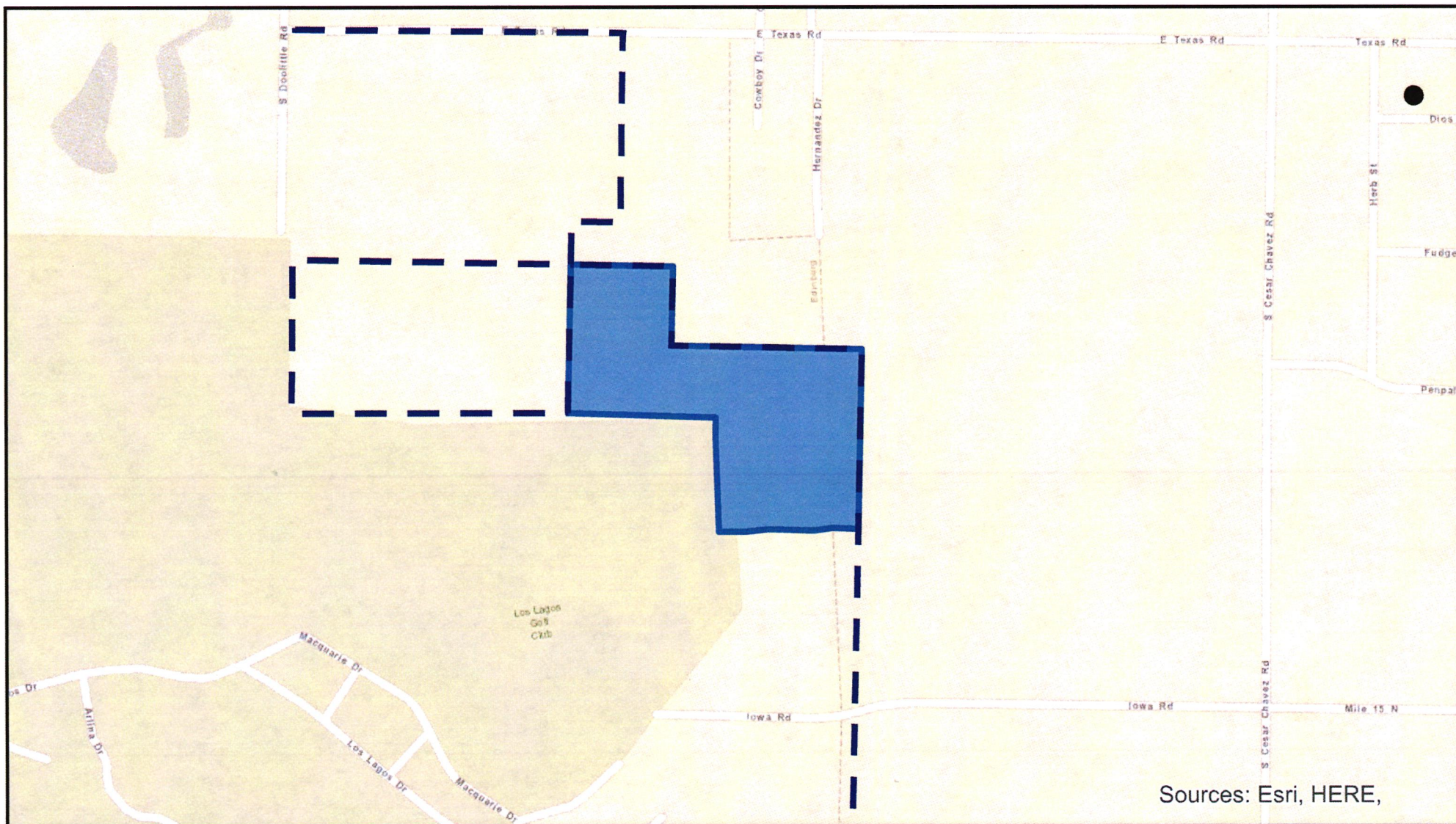
TRENTON RD

ALBERTA RD.

OWASSA RD.





SECTION 12
LOS LAGOS PHASE V
SUBDIVISION




Sources: Esri, HERE,

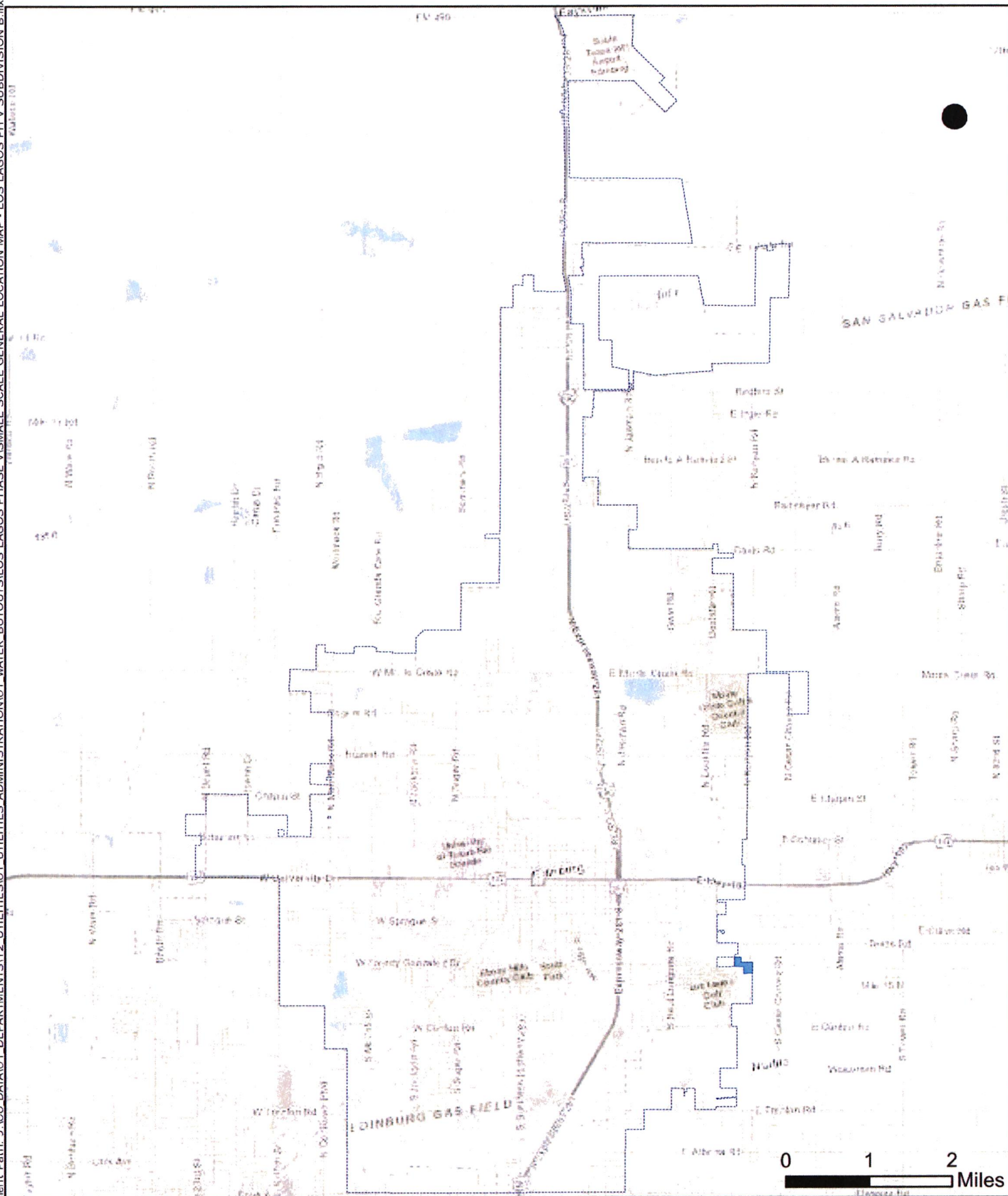
Legend:

-  FUTURE PROPOSED BUYOUT - LOS LAGOS PHASE V SUBDIVISION "B"
-  CITY LIMITS

**LARGE SCALE DETAILED MAP
REQUESTED AREA TO BE TRANSFERRED FROM
NORTH ALAMO WATER SUPPLY CORPORATION
TO THE CITY OF EDINBURG**

415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117

 Miles
0 0.075 0.15



LEGEND:

- CITY LIMITS
- FUTURE PROPOSED BUYOUT - LOS LAGOS PHASE V SUBDIVISION "B"

GENERAL LOCATION MAP
REQUESTED AREA TO BE TRASFERRED
FROM NORTH ALAMO WATER SUPPLY CORPORATION
TO THE CITY OF EDINBURG
415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117

DATE OF PREPARATION: MARCH, 2021

LOS LAGOS PHASE V SUBDIVISION - "B"

BEING A 15.90 ACRES TRACT OF LAND MORE OR LESS, OUT OF LOT 1, SWEARENGEN TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

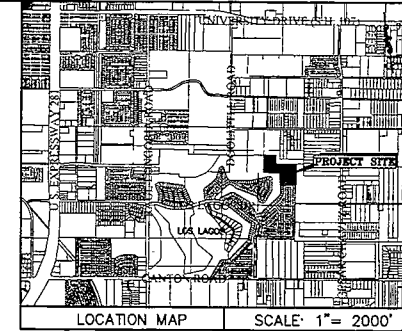
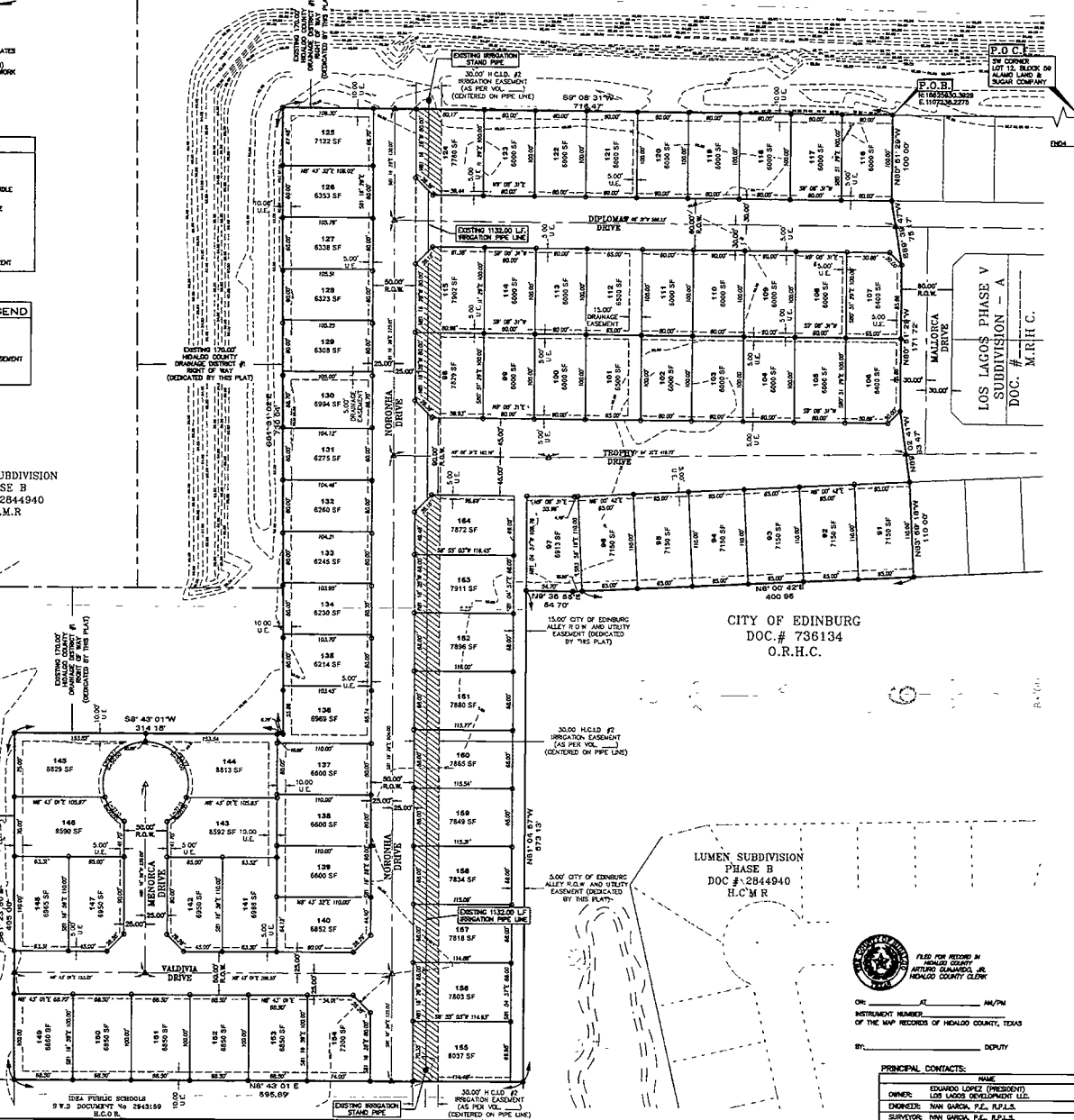
SCALE: 1"=40'
BASED ON BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4300)
WESTERN DATA SYSTEMS NETWORK

LEGEND	
○	SET 1/2" INCH IRON ROD
●	FOUND 1/2" INCH IRON ROD
○	FOUND 3/8" INCH IRON ROD
○	FOUND COTTON POCKER SPINDLE
○	FOUND 80-0 NAIL
○	SET COTTON POCKER SPINDLE
○	PROPOSED STAND PIPE
○	DEED RECORD CALL
○	NATURAL GROUND
○	DEVELOPED POINT
○	ELECTRIC & UTILITY EXISTENT

ABBREVIATION LEGEND	
R.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.C.	POINT OF COMMENCING
P.T.	POINT OF TERMINATION
E.C.	ELECTRIC & UTILITY EXISTENT
L.O.L.	LOT LINE

LUMEN SUBDIVISION
PHASE B
DOC # 2844940
H.C.M.R.

IDEA PUBLIC SCHOOLS
S # D DOCUMENT NO. 2843158
H.C.O.R.



SCALE: 1"= 2000'

METES AND BOUNDS DESCRIPTION

BEING A 15.90 ACRES TRACT OF LAND MORE OR LESS, OUT OF LOT 1, SWEARENGEN TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, SAID 15.90 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOS LAGOS PHASE 5 SUBDIVISION "A" RECORDED IN DOCUMENT # _____ MAP RECORDS OF HIDALGO COUNTY, TEXAS FOR THE MOST SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING:

THENCE, N 87° 31' 29" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID LOS LAGOS PHASE 5 SUBDIVISION "A", A DISTANCE OF 100.00 FEET TO 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 39' 47" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID LOS LAGOS PHASE 5 SUBDIVISION "A", A DISTANCE OF 75.17 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 87° 31' 29" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID LOS LAGOS PHASE 5 SUBDIVISION "A", A DISTANCE OF 121.73 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 02' 41" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID LOS LAGOS PHASE 5 SUBDIVISION "A", A DISTANCE OF 83.47 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 83° 59' 18" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID LOS LAGOS PHASE 5 SUBDIVISION "A", A DISTANCE OF 130.00 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 08' 47" W, ALONG THE EAST BOUNDARY LINE OF A CALLED 10.61 ACRES TRACT DESCRIBED IN GENERAL WARRANTY DEED FROM EDINBURG ECONOMIC DEVELOPMENT CORPORATION TO CITY OF EDINBURG, A MUNICIPAL CORPORATION, RECORDED IN DOCUMENT # 34, HIDALGO COUNTY OFFICIAL RECORDS, TEXAS, A DISTANCE OF 400.99 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 87° 31' 29" W, ALONG THE EAST BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 54.70 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 04' 57" W, ALONG THE NORTH BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 523.13 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 04' 57" W, ALONG THE EAST BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 559.89 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 82° 33' 50" E, ALONG THE SOUTH BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 400.99 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 49' 01" W, ALONG THE WEST BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 214.15 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 31' 02" E, ALONG THE SOUTH BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 732.04 FEET TO A 1/2" CAPPED IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 89° 08' 31" W, ALONG THE WEST BOUNDARY LINE OF THE SAID 10.61 ACRES TRACT, A DISTANCE OF 736.72 FEET TO THE POINT AND PLACE OF BEGINNING SAID TRACT CONTAINING 15.90 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, MOBILE UTILITY LINES OR BOUNDARIES IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SURVEYING REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS _____ DAY OF _____, 2021.

NAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4448
SURVEY FIRM # 1074207



FILED FOR RECORD IN
HIDALGO COUNTY
COUNTY CLERK
OFFICE

ON _____ AT _____ M./P.M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

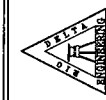
BY _____
DUPLICATE

PRINCIPAL CONTACTS:

OWNER: EDUARDO LOPEZ (PRESIDENT)
EDINBURG, TX 78844
OWNER: NAN GARCIA, P.E., R.P.L.S.
EDINBURG, TX 78844
SURVEYOR: NAN GARCIA, P.E., R.P.L.S.

1911 LAGO HERON
EDINBURG, TX 78844
(936) 841-6888
821 SOUTH 10TH AVE.
EDINBURG, TX 78844
(936) 330-5152 (936) 330-5083
821 SOUTH 10TH AVE.
EDINBURG, TX 78844
(936) 330-5152 (936) 330-5083

RIO DELTA ENGINEERING
FIRM REGISTRATION NO. F-7928
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78659
(TEL) 936-380-6152 (FAX) 936-380-6093



DATE FOR
FINAL

PLAT SHEET
LOS LAGOS PHASE V SUBDIVISION - "B"
EDINBURG, TEXAS
HIDALGO COUNTY

OWNER: EDUARDO LOPEZ, P.E., R.P.L.S.
SURVEYOR: NAN GARCIA, P.E., R.P.L.S.
OWNER: NAN GARCIA, P.E., R.P.L.S.
OWNER: OSCAR ALARCON JR.
DATE: APRIL 13, 2021
DATE: SUB 20, 2008
DATE: SUB 20, 2008

LOS LAGOS PHASE V SUBDIVISION "B"

BEING A 36.50 ACRES TRACT OF LAND MORE OR LESS, OUT OF LOT 3 SWEARINGEN TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2,
PAGE 26 MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO
I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE
LOS LAGOS PHASE V SUBDIVISION "B", ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS
SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS,
WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREIN SHOWN FOR THE PURPOSE OF
CONSIDERATION THEREIN EXPRESSED.

EDUARDO LOPEZ (PRESIDENT)
LOS LAGOS DEVELOPMENT LLC
1811 LAGO HURON
EDINBURG, TX 78542

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EDUARDO LOPEZ
(PRESIDENT) LOS LAGOS DEVELOPMENT LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES
AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC _____ COUNTY OF HIDALGO _____ DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT NO 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE
DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS
OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 48.211(C). THE
DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE
STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION.
BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE
RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO
MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. BESH, P.E., C.F.M. _____ DATE _____
GENERAL MANAGER

STATE OF TEXAS COUNTY OF HIDALGO

PLANNING AND ZONING CHAIRMAN OF THE CITY
OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS LOS LAGOS
PHASE V SUBDIVISION "B" CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS
CITY. NO OTHER CITY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR
RECORDING. L.A.D.S., THE _____ DAY OF _____, 2020 WITH THE
COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

PLANNING AND ZONING CHAIRMAN

STATE OF TEXAS COUNTY OF HIDALGO

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOS LAGOS PHASE V
SUBDIVISION "B" WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG ON
THIS _____ DAY OF _____, 2021.

MAYOR, CITY OF EDINBURG _____ DATE _____

SECRETARY, CITY OF EDINBURG _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE
STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING
CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS _____ DAY OF _____, 2021.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90158 - STATE OF TEXAS



GENERAL PLAT NOTES

- FLOOD ZONE STATEMENT
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "D" (SHADED). AREAS OF 300-YEAR
FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH
DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR
FLOOD.
- SETBACKS:
FRONT 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
C&M, DE, SAC 18.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDES 5.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE 18.00 FEET
CORNER 10.00 FEET
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND
CENTER OF LOT.
- THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO
THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS ACCORDANCE WITH CITY OF
EDINBURG STANDARDS.
- SEWER/STORM (S&S):
SANITARY SEWER MANHOLE LID BEING APPROXIMATELY 100 FEET SOUTH OF THE ENTRANCE OF THIS
SUBDIVISION, TOP OF MANHOLE (ELEVATION: 80) NORTHING: 1552830.24 EASTING: 1194238
(TEXAS STATE PLANE COORDINATES, NAD 83)
- DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1, REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO
DETAIN A TOTAL OF 220,721.00 CUBIC-Feet OR 5.22 ACRE-Feet OF STORM WATER RUNOFF.
- ONLY ONE SINGLE FAMILY DWELLING PER LOT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF
FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18
INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT
WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL LOT CORNERS ARE SET 1/2 INCH FROM ROOF WITH CAP.
- A FIVE (5.00') FOOT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.
- THE HOMEOWNERS' ASSOCIATION FOR ALL THE LOTS MUST COLLECT DUES TO MAINTAIN SAID
PRIVATE STREETS, STREET SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS
ELECTRIC BILL, AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.
- THIS PROPERTY IS ZONED URBAN RESIDENTIAL.
- ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUALARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

PRINCIPAL CONTACTS

NAME	ADDRESS	PHONE & FAX
OWNER: EDUARDO LOPEZ (PRESIDENT) LOS LAGOS DEVELOPMENT LLC	1811 LAGO HURON EDINBURG, TX 78542	(956) 641-6888
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	821 SOUTH 10TH AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5063
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	821 SOUTH 10TH AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5063

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. P-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5063



ISSUED FOR
FINAL

PLAT SHEET
LOS LAGOS PHASE V SUBDIVISION "B"
EDINBURG, TEXAS
HIDALGO COUNTY

DRAWN BY: IVAN GARCIA P.E., R.P.L.S.
CHECKED BY: IVAN GARCIA P.E., R.P.L.S.
DESIGNED BY: IVAN GARCIA P.E., R.P.L.S.
SCALE: OSCAR ALARCON JR.
DATE: AS SHOWN
PROJECT: APRIL 13, 2021
SHEET NO. 2 OF 2

EXHIBIT B
TRACT 1 - 10.20 ACRES
OUT OF LOTS 32 AND 33,
CALEDONIAN ESTATES UNIT No. 2,
VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

HIDALGO COUNTY DRAINAGE
DISTRICT #1
VOL. 1757, PAGE 613,
O.R.H.C. S81° 04' 01"E
405.00'

CAPPED 1/2" IRON ROD SET

IDEA PUBLIC SCHOOLS
DOC#2943159
O.R.H.C.

N9° 08' 31"E
588.20'

TRACT 1
10.20 ACRES

CAPPED 1/2" IRON ROD SET

S9° 08' 31"W
313.00'

CAPPED 1/2" IRON ROD SET

HIDALGO COUNTY DRAINAGE
DISTRICT #1
VOL. 1757, PAGE 613,
O.R.H.C.

S81° 04' 00"E
753.21'

SCALE: 1" = 100'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

LEGEND	
○	CAPPED 1/2" IRON ROD SET
●	1/2" IRON ROD FOUND
⊙	2" IRON PIPE FOUND
△	CALCULATED POINT
XXXX	DEED CALL (DOC#2467916, O.R.H.C.)
XXXX	MEASURED

CAPPED 1/2" IRON ROD SET

HIDALGO CO DRAINAGE DIST #1
PROPERTY ID#502776
H.C.A.D.R.
87.722
M.L.E. 80.85

P.O.B.
1/2" IRON ROD FOUND
THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 32,
VOL. 5, PG 41, H.C.M.R.

CITY OF EDINBURG
DOC.# 736134
O.R.H.C.

N81° 11' 12"W
1158.22'

SURVEYOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
- 2) THE PROPERTY SHOWN IS IN ZONE "X", AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL MAP NO. 4803380035E, DATED JUNE 6, 2000.
- 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING APRIL 2020, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE



4/6/2020

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: APRIL, 2020
PROJECT: SUR 20 006
PAGE: 1 OF 1

**EXHIBIT A
TRACT 1 - 10.20 ACRES
OUT OF LOTS 32 AND 33,
CALEDONIAN ESTATES UNIT No. 2,
VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES**

BEING A 10.20 ACRES TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF LOTS 32 AND 33, CALEDONIAN ESTATES UNIT No. 2, RECORDED IN VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 10.20 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THE SAID LOT 32, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE, N 81°11'12" W ALONG THE SOUTH LINE OF THE SAID LOTS 32 AND 33, TO THE SOUTHWEST CORNER OF THE SAID LOT 33, A DISTANCE OF 1158.22 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 9°08'31" E ALONG THE WEST LINE OF THE SAID LOT 33, TO A POINT ON THE SOUTH LINE OF A DRAIN DITCH EASEMENT DESCRIBED IN AN EASEMENT DOCUMENT FROM L.J. ROBERTS, BOB ROBERTS AND HARRY ROBERTS TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1, RECORDED IN VOLUME 1757, PAGE 613, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 588.20 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81°04'01" E ACROSS THE SAID LOT 33, SAME BEING ALONG THE SOUTH LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 405.00 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 9°08'31" W ACROSS THE SAID LOT 33, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 313.00 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81°04'00" E ACROSS THE SAID LOTS 33 AND 32, SAME BEING ALONG THE SOUTH LINE OF THE SAID DRAIN DITCH EASEMENT, TO A CORNER OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 753.21 FEET TO 1/2-INCH CAPPED IRON ROD SET, FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

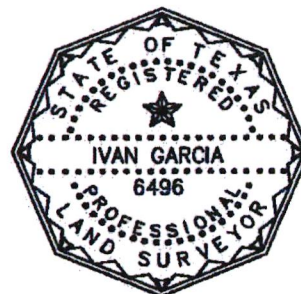
THENCE, S 9°08'31" W ACROSS THE SAID LOT 32, SAME BEING ALONG THE BOUNDARY LINE OF THE SAID DRAIN DITCH EASEMENT, A DISTANCE OF 272.78 FEET TO **THE POINT OF BEGINNING, SAID TRACT CONTAINING 10.20 ACRES OF LAND MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



4/6/2020

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10th AVENUE
EDINBURG, TEXAS 78539



ORDINANCE NO. 2020-4452

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 10.20 ACRES TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF LOTS 32 AND 33 CALEDONIAN ESTATES UNIT NO. 2, RECORDED IN VOLUME 5, PAGE 41, MAP RECORDS OF HIDALGO COUNTY, TEXAS. AS REQUESTED BY RIO DELTA ENGINEERING, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on May 19, 2020, the City Council accepted a petition from Rio Delta Engineering, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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

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

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and

privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: Upon annexation the herein described property shall be temporarily zoned Agricultural (AG) District, until permanently zoned by the City Council of the City of Edinburg.

SECTION V: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION VI: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 10.20 Acres Tract of Land out of and forming a part or portion of Lots 32 and 33 Caledonian Estates Unit No. 2, recorded in Volume 5, Page 41, Map Records of Hidalgo County, Texas, Which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VIII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION X: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd Day of June, 2020.

CITY OF EDINBURG

By: 

Richard R. Molina Mayor

ATTEST:

By: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

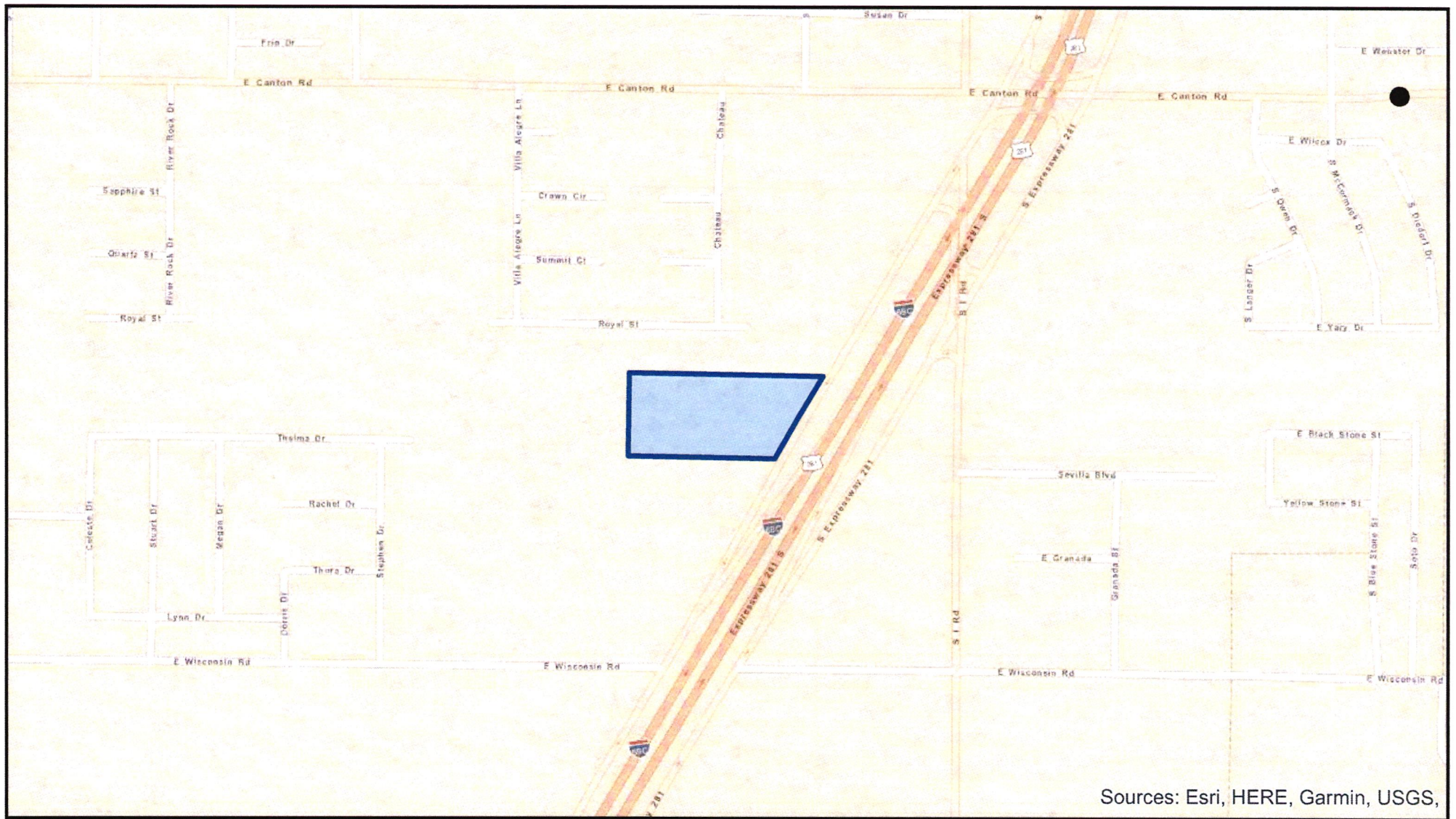
OMAR OCHOA LAW FIRM, P.C.

By: _____

Omar Ochoa, City Attorney

SECTION 12

STAR MOULDING OF PHARR LLC



Sources: Esri, HERE, Garmin, USGS,

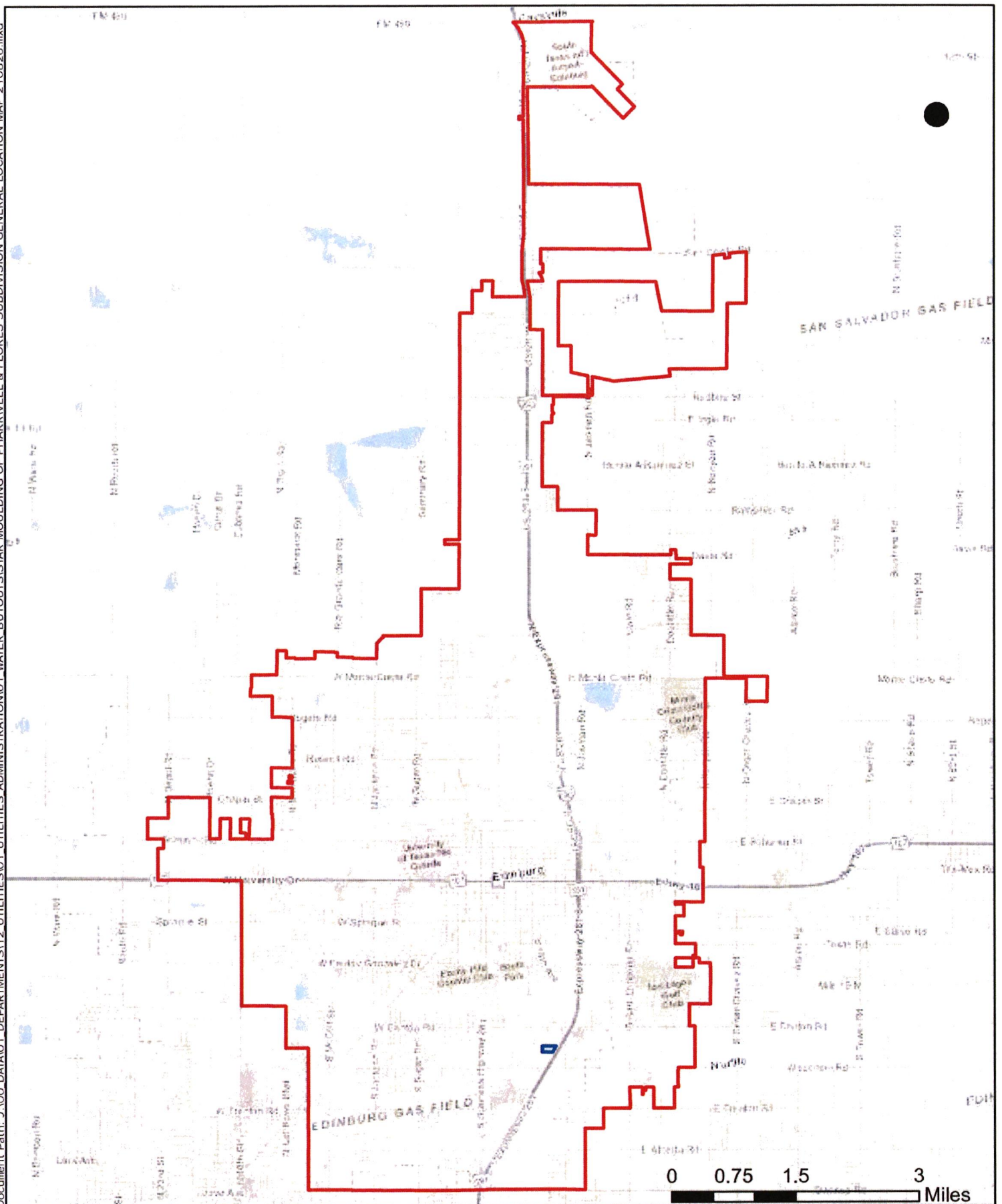
Legend:

FUTUR PROPOSED BUYOUT - VELA & FLORES SUBDIVISION



**LARGE SCALE DETAILED MAP
REQUESTED AREA TO BE TRANSFERRED FROM
NORTH ALAMO WATER SUPPLY CORPORATION
TO THE CITY OF EDINBURG**

415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117

0 0.1 0.2 Miles



LEGEND:

-  FUTUR PROPOSED BUYOUT - VELA & FLORES SUBDIVISION
-  EDINBURG CITY LIMITS

**GENERAL LOCATION MAP
CITY OF EDINBURG**

415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117

Minutes
North Alamo Water Supply Corporation
February 19, 2019

Present

Steve D. Krenek
Derrick Swanberg
Dennis Goldsberry
Thomas Jendrusch
Ray Yeary
Martin Drewry
Abdiel Cuevas
Manuel Garcia
Michael England

Staff

Steven P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Agustin Gomez
Janie Sandoval

Others

Richard Fryer – Corp. Attorney
Mike Hernandez – Melden & Hunt Eng.
Ivan Garcia – Rio Delta Eng.
Allan Booe – Melden & Hunt Eng.
Kenny Wilkins – Lite Oil

1. **Agenda Item #1.** The meeting was called to order at 10:00 a.m. by President Steve Krenek.
2. **Agenda Item #2.** Mr. Swanberg moved for the approval of the minutes of January 15, 2019. Mr. Drewry seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #5.** Mr. E. Lucio III of Beatty Bangle Strama (BBS) was unable to attend.
5. **Agenda Item #6.** Freese and Nichols was unable to attend.
6. **Agenda Item #7.** Mr. Swanberg moved for the approval of a buyout for the City of Elsa Industrial Park, located on the south east corner of SH 88 and FM 1925. Buyout request letter in the subdivision file. Mr. Garcia seconded and motion carried with all in favor.
7. **Agenda Item #8.** Mr. Goldsberry moved for the approval of a buyout release of service area being a 6.57 acre tract located on the west side of US Expressway 281 north of Wisconsin Road, for Vela & Flores Subdivision, to the City of Edinburg. Buyout request letter in the subdivision file. Mr. Swanberg seconded and motion carried with all in favor,
8. **Agenda Item #4.** Mr. Kenny Wilkins addressed the Board, North Alamo's reimbursement policy for subdivisions. The item will be discussed with legal counsel and the General Manager will notify Mr. Wilkin's on the outcome.
9. **Agenda Item #9.** An update was made by Mike Hernandez of Melden & Hunt, Inc. on:
 - A. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant.
 - B. Lasara Well – Motor and Controls
 - C. Westgate Project
 - D. WTP No. 4 2.0 MG GST
 - E. Delta La Villa Colonias Waterline Project
 - F. Owassa Road Waterline Project
 - G. CIP Projects

North Alamo WSC Board Meeting – February 19, 2019

10. **Agenda Item #10.** Mr. Jendrusch moved for the approval of Change Order No. 1 to increase contract amount by \$1,656.00 to RP Constructors, Inc. on the NAWSC Plant 4 – 2.0 MG Ground Storage Tank. Mr. Drewry seconded and motion carried with all in favor.
11. **Agenda Item #11.** No action on the Westgate Road Project
 - A. Accepting offer from County on (0) easements where we (NAWSC) have no infrastructure and possibly present counter offer to the County.
12. **Agenda Item #12.** Mr. Goldsberry moved for the approval of a pay request in the amount of \$6,868.62 to Melden & Hunt for the submittal of construction documents to the TWDB for construction of the TWDB Wastewater Project. Mr. Yearly seconded and motion carried with all in favor.
13. **Agenda #13.** No pay request to Melden and Hunt, Inc. for the Westgate Waterline Relocation Project.
14. **Agenda Item #14.** No pay request to Melden and Hunt, Inc. for the Delta and La Villa Colonias Project.
15. **Agenda Item #15.** Mr. England moved for the approval of engaging Fryer & Hansen, PLLC for legal services as required by the letter of conditions from USDA Rural Development for the Delta La Villa Colonias Project. Mr. Swanberg seconded and motion carried with all in favor.
16. **Agenda Item #16.** Mr. Yearly moved for the approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase 1 Projects: (Combined Total \$20,196.71)
 - A. Engineering Design of Reservoir for the Delta Regional WTP in the amount of \$10,382.82;
 - B. Engineering Design for 12" waterline along FM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline in the amount of \$2,575.00;
 - C. Engineering Design on one MG Composite Elevated Storage Tank in the amount of \$7,238.89.Mr. Jendrusch seconded and motion carried with all in favor.
17. **Agenda Item #17.** Mr. Swanberg moved for the approval of pay request No. 5 in the amount of \$392,207.93 to JMJ Constructors for the Delta Area Regional Water Treatment Plan Reservoir Project. Mr. Cuevas seconded and motion carried with all in favor.
18. **Agenda Item #18.** Mr. England moved for the approval of pay request No. 5 in the amount of \$558,600.00 to Landmark Structures for the Wisconsin Road 1.0 MG Elevated Tower Project. Mr. Yearly seconded and motion carried with all in favor.
19. **Agenda Item #19.** No pay request No. 4 to Cornett Construction for the NAWSC 2016 USDA Funded Water Distribution Project.
20. **Agenda Item #20.** Mr. England moved for the approval of pay requests to Melden and Hunt, Inc. on the following CIP Phase II Projects: (Combined Total: \$36,130.92)
 - A. Engineering Design for Plant #5 Expansion \$26,119.60;
 - B. Engineering Design for Distribution lines going out of Plant #5 \$10,011.32.Mr. Yearly seconded and motion carried with all in favor.

North Alamo WSC Board Meeting – February 19, 2019

21. **Agenda Item #21.** Mr. Goldsberry moved for the approval of pay request in the amount of \$6,584.00 to Melden and Hunt, Inc. for the Plant #4 Ground Storage Tank Project. Mr. Cuevas seconded and motion carried with all in favor.
22. **Agenda Item #22.** Mr. Yearly moved for the approval of pay requests No. 8 in the amount of \$24,373.20 and No. 9 and Final in the amount of \$95,982.80 to RP Constructors, Inc. for work completed on the 2 MG GST Project at Plant #4 and accept the project as complete. (Combined Total: \$120,356.00) Mr. Jendrusch seconded and motion carried with all in favor.
23. **Agenda Item #23.** Mr. Jendrusch moved for the approval of pay request of \$400.00 on the 10" Owassa Rd. Waterline Project to Melden and Hunt, Inc. Mr. Yearly seconded and motion carried with all in favor.
24. **Agenda Item #24.** No pay request No. 8 to JMJ Constructors for work completed to date to JMJ Contractors for work completed to date on the Owassa Rd. Waterline Project.
25. **Agenda Item #25.** No pay request to Melden & Hunt Inc. on the North Weslaco EDAP PAD Project as follows:
 - A. Project Management - \$0.00
 - B. Design Services - \$0.00
 - C. Surveying Services - \$0.00
 - D. Easement Services - \$0.00
26. **Agenda Item #26.** Mr. Swanberg moved for the approval of pay request No. 4 in the amount of \$141,643.10 to United Water Services, LLC, for work completed to date on the Lasara RO Well Pump Replacement Project. Mr. Cuevas seconded and motion carried with all in favor.
27. **Agenda Item #27.** Mr. Jendrusch moved for the approval of pay request to Melden and Hunt, Inc. for the following water improvement projects: (Combined Total: \$15,115.50)
 - A. Economedes Waterline Project - \$2,600.00
 - B. Kansas City Road Waterline Project - \$4,198.50
 - C. Parker Road Waterline Project - \$2,575.00
 - D. Willacy County Water Improvement Project - \$5,742.00Mr. Goldsberry seconded and motion carried with all in favor.
28. **Agenda Item #28.** A report was made by Ivan Garcia from Rio Delta Engineering on the TWDB Loan Grant Application/BECC Loan Application for the Reginal Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.
29. **Agenda Item #29.** Mr. Swanberg moved for the approval to reject the bid on the **TWDB Project #10430, WWTP Miscellaneous Improvements** as recommended by consulting engineer. Mr. Jendrusch seconded and motion carried with all in favor.
30. **Agenda #30.** Mr. Drewry moved for the approval of engaging Rio Delta Engineering for three (3) projects, which are as follows:
 - A. Refurbish the FM 1018 Water Tower
 - B. Demolition of FM 1015 Water Tower
 - C. Construct a 250,000-gallon ground storage tank at Plant #2.Mr. Swanberg seconded a motion carried with all in favor.

North Alamo WSC Board Meeting – February 19, 2019

- 31. Agenda Item #31.** Mr. Cuevas moved for the approval to pay requests to Rio Delta Engineering for work completed to date as **additional services for the WWTP Miscellaneous Improvements Project** as part of the TWDB Regional Wastewater Treatment Plant Project as follows: (Combined Total: **\$11,187.00**.)
- A. Design – \$7,458.00**
 - B. Bidding and Negotiation Phase - \$3,729.00**
 - C. Construction Phase –**
 - D. Material Testing – Raba Kistner - \$0.00**
- Mr. England seconded and motion carried with all in favor.
- 32. Agenda Item #32.** Mr. Swanberg moved for the approval of appointing Jesus Valadez as Election Auditor and Cathalina Castillo as the alternate for North Alamo's election. Mr. England seconded and motion carried with all in favor.
- 33. Agenda Item #33.** No action taken on passing a resolution for an uncontested election.
- 34. Agenda Item #34.** Mr. Drewry moved for the approval of the Financial Statement for January, 2019. Mr. Cuevas seconded and motion carried with all in favor.
- 35. Agenda Item #35.** Water Operations Report, Robert Rodriguez
- A. Water Loss for the Month of January, 2019 (8.04%) 28-day cycle**
 - B. Lasara RO Well Pump**
 - C. Report on Doolittle Well**
 - D. 186 Tank Refurbish**
- 36. Agenda Item #36.** Wastewater Operations Report, Agustin Gomez
- A. Wastewater Operations Report**
 - (1) Report on Wastewater Treatment Plants and Collection Systems for January. 2019
- 37. Agenda Item #37.** General Manager's Report
- A. Discuss with Board on the schedule and events for the Texas Rural Water Association's Convention/CoBank's Customer Meeting.**
 - (1) Mr. England moved for the approval to appoint Derrick Swanberg as a delegate and Dennis Goldsberry as alternate. Mr. Cuevas seconded and motion carried with all in favor.
 - B. Report and Update on Water Authority**
 - C. Report on petitions to irrigation districts under sub chapter "O"**
 - (1) Delta Lake Irrigation District
 - (2) Hidalgo County Irrigation District No.2
 - (3) Donna Irrigation District
 - (4) Hidalgo County Irrigation District
 - D. Report on meeting with La Feria Irrigation District**
 - E. Mr. England moved for the approval of authorizing General Manager to sign the following permit:**
 - (1) AT&TMr. Yeary seconded and motion carried with all in favor.
 - F. Discussion on letter to Hidalgo County Health Det. Regarding their requirements for wastewater hookups.**
 - G. Report on Quiet Village**
 - H. Report on Federal Shut down's impact on North Alamo**
- March 2019 Board Meeting – 03/19/19

North Alamo WSC Board Meeting – February 19, 2019

38. Agenda Item #38. Mr. Jendrusch moved for the approval of the following subdivisions with the exception of G which is on the buyout.

- A. *Caledonia Estates Subdivision Phase III, 45 lots on 10 acres, located on the north side of Curry Rd. west of Cesar Chavez Rd; developer – Ricardo R. Salinas, Jr. *Originally approved 12/13/2016 as a 21 lot subd on acres; needs to be amended to 45 lots on 10 acres; location & developer remain the same.
- B. Dollar General Donna Addition Subdivision, 1 lot on 8.003 acres, located on the southeast corner of FM 1423 and Canton Rd., developer – David O. and Griselda A. Calderon
- C. NM Subdivision, 1 lot on 4 acres, located north of Davis Rd. east of 3rd Street, developer – Noe and Narcedalia Martinez
- D. R. Quiroz Subdivision, 1 lot on 0.94 acres, located on the west side of Val Verde Rd. south of Business 83; developer – Roberto Quiroz
- E. Rancho Alborada Subdivision, 2 lots on 16.95 acres, located east of FM 506 north of Sesso Rd., developers – Jose L. and Mercedes Vasquez-Marcos and Hilmara Aldapa
- F. The Heights on Wisconsin Phase 1 Subdivision, 59 lots on 13.164 acres, located south of Wisconsin Rd., east of Veterans Rd., developer – Carranza Dev., LLC
- G. *Vela & Flores Subdivision, 1 lot on 6.57 acres, located on the west side of US Expressway 281 north of Wisconsin Rd., developer – Star Moulding of Pharr, LLC
*Requested buyout -See item #08

These subdivisions are subject to the Corporation's rules and regulations. Mr. Garcia seconded and motion carried with all in favor.

39. Agenda Item #39. Mr. Swanberg moved for the approval of accepting finished subdivisions for January 2019:

Subdivision Name	Date Finished	Value	Value WW
A. Valdez #2 Subdivision	08/10/2018	\$ 6,450.00	N/A
B. J.V. Subdivision	02/21/2018	2,500.00	N/A
C. San Martin Subdivision No.5	01/07/2019	68,607.00	N/A
D. Soledad Garden Subdivision	01/07/2019	<u>3,100.00</u>	N/A
January 2019 Total Completed Infrastructure:		\$ 80,657.00	

Mr. Drewry seconded and motion carried with all in favor.

40. Agenda Item #40. Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.

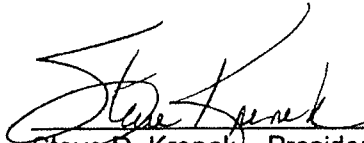
41. Agenda Item #41. The Board will retire from Regular Session at 1:40 p.m. to enter into Executive Session to act on the following:

- A. Law suit - Juan Gonzalez
- B. Discussion with legal counsel on non-standard services to properties as defined by our tariff

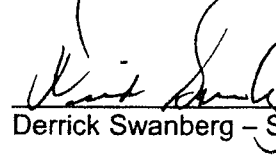
42. Agenda Item #42. The Board returned to regular session at 1:43 p.m. Mr. Swanberg moved to have the General Manager address item B, as instructed by the Board. Mr. Jendrusch seconded and motion carried with all in favor.

43. Agenda Item #43. Mr. Drewry moved to adjourn the meeting at 1:45 p.m. Mr. Jendrusch seconded and motion passed with consensus.

North Alamo WSC Board Meeting – February 19, 2019


Steve D. Krenek – President

Irma Tamez, Recording


Derrick Swanberg – Secretary

North Alamo Water Supply Corp.

420 S. Doolittle Road
Edinburg, Texas 78542

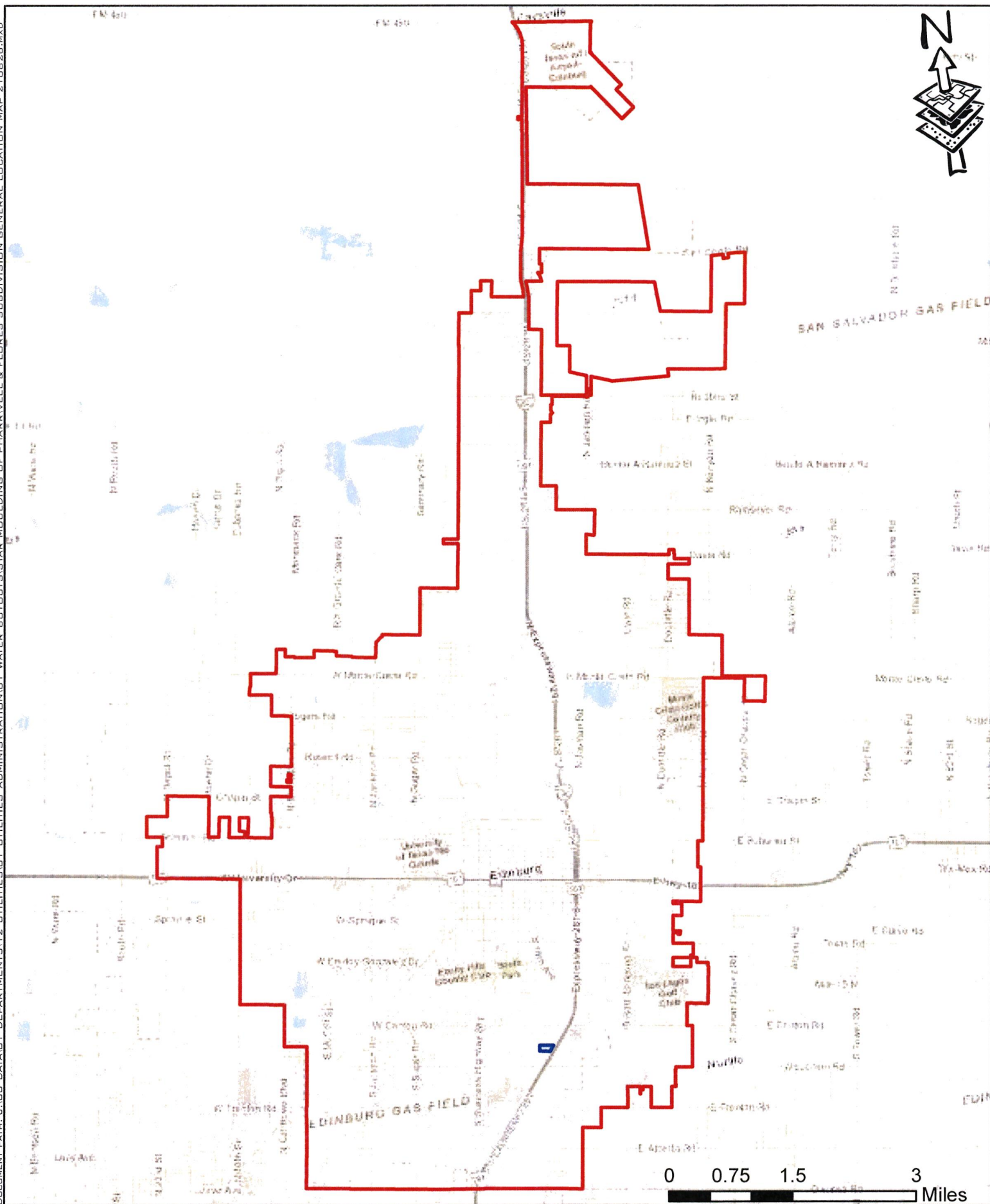
Sales Receipt

Date	Sale No.
2/11/2020	26399

Sold To
STAR MOULDING OF PHARR LLC

Check No.	Payment Method	Rep
2141	Check	SG

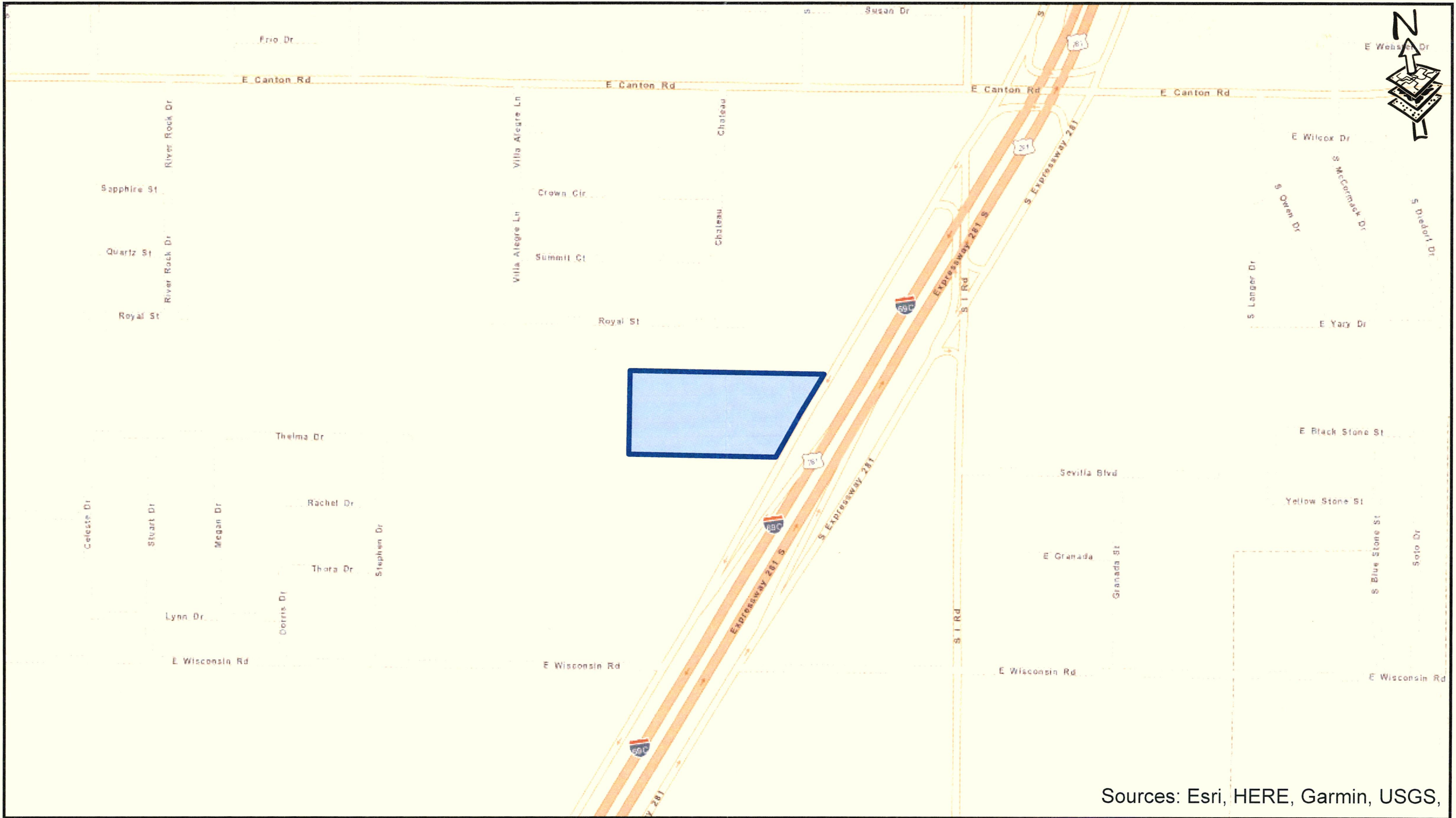
Description	Qty	Rate	Amount
Service Area Release		9,576.00	9,576.00
		Total	\$9,576.00



- LEGEND:**
- FUTUR PROPOSED BUYOUT - VELA & FLORES SUBDIVISION
 - EDINBURG CITY LIMITS

**GENERAL LOCATION MAP
CITY OF EDINBURG**

415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117



Legend:
 FUTUR PROPOSED BUYOUT - VELA & FLORES SUBDIVISION

**LARGE SCALE DETAILED MAP
REQUESTED AREA TO BE TRANSFERRED FROM
NORTH ALAMO WATER SUPPLY CORPORATION
TO THE CITY OF EDINBURG**

415 W. UNIVERSITY DR.
PH. 956.388.8212 F. 956.292.2117

Sources: Esri, HERE, Garmin, USGS,

0 0.1 0.2 Miles