TAKE NOTICE THAT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM, 118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS COMMENCING AT 4:00 PM ON MONDAY, AUGUST 7, 2023

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation.

2. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

3. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Public hearing on development services cases.

4. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) City Engineer's Report.

B) City Events of Interest

5. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for July 19, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Recreation Center and the Pharr Development and Research Center as Early Voting and Election Day polling locations for the November 7, 2023 Constitutional Amendment Election. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Aluminum Sulfate & Liquid Ammonium Sulfate with Chemtrade Chemicals US, LLC from Parsippany, NJ. **This item supports IF - Infrastructure**. (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Chlorine & Calcium Hypo-Chlorite with DPC Industries, Inc. from Corpus Christi, TX **This item supports IF - Infrastructure**. (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Police Department Polygraph Services with Purpose Driven Polygraph Investigative Consultant from Weslaco, TX. **This item supports SSC - Safe and Secure Community**. (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Installation of Thermoplastic Pavement Markings with Pavement Markings, Inc. from Donna, TX. **This item supports IF - Infrastructure**. (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to extend the subscription services for TeamPharr.Net operations and workforce management software with 3HV Innovations, LLC from Knockville, TN. **This item supports IF - Infrastructure**. (PURCHASING)

H) Consideration and action, if any, on Development Services Cases:

1. Edinburg RAM, LLC, dba Khan's Grill, has filed with the Planning and Zoning Commission a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas. The property's physical address is 1005 South Jackson Road. CUP#18644 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

I) PLATS:

1. Salinas Engineering & Associates, representing Maria Del Carmen Pacheco, Manager for Encarlen, LTD., A Texas Limited Partnership, is requesting final plat approval of the proposed Villa España Estates Phase V Subdivision. The property is legally described as being a 0.22 acre tract of land, more or less, out of and forming a part of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2500 Block of South Salamanca Street. SUB#230203 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Supreme Engineering, PLLC, Consulting Engineers, representing Hugo De La Garza, Owner is requesting final plat approval of the proposed Gardenia Estates Subdivision. The property is legally described as being a 4.00 acre tract of land consisting of all of Lots 13 and 14, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 3000 Block of South Gardenia Street. SUB#220413 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. R. E. Garcia & Associates, representing Rosana Riojas, President for Rich Heritage Construction, Inc., is requesting preliminary and final plat approval of the proposed Amended Plat of Heritage Estates Subdivision. The property is legally described as being a 6.84 acre tract of land being a portion of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2200 Block of N. Sugar Road. SUB#230618 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance authorizing the issuance of "City of Pharr, Texas Tax Notes, Series 2023" and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the notes; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the notes; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; and providing for an effective date. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

B) Consideration, if any, on Ordinance amending Ordinance No. O-2022-37 for budget amendment to the Fiscal Year 2022-2023 budget. (***Adoption on One Reading***) **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

C) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Edward Byrne Memorial Justice Assistance Grant (JAG) for the "Pharr Police First Offender Program." **This item supports SSC - Safe and Secure Community**. (POLICE)

D) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the I Road Bridge at the South Floodwater Channel, CSJ 0921-02-491. **This item supports IF - Infrastructure**. (ENGINEERING)

E) Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 14.88 acre tract of land, out of Lot 5, Closner Subdivision, located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure**. (DEVELOPMENT SERVICES)

G) Consideration and action, if any, on Resolution declaring the expectation to reimburse expenditures with proceeds of future debt. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

H) Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the Pharr Economic Development Corporation II Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PEDC II)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on request from Iradier Adan Hernandez, representing HDZ Holdings, LLC., for a Change of Zone from a Single-Family Residential District (R-1) to a Residential Multi-Family District (R-MF). The property is legally described as 5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3155 North Veterans Boulevard. COZ#230606 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on proposed toll fee increase for commercial trucks at the Pharr International Bridge. **This item supports EV - Economic Vitality.** (BRIDGE)

C) Submission of Certified Totals for Tax Assessed Values 2023 for Fiscal Year 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

D) Discussion and action for vote on Proposed Tax Rate increase and schedule a Public Hearing. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

E) Consultation with the Board of Commissioners on the City's Organizational Structure. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into a new agreement with Dr. Raul Barreda from McAllen, TX as the Medical Director for EMS, Fire, and Public Safety Communications. **This item supports SG - Sound Governance and Fiscal Sustainability.** (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, on agreement with Military Water Supply Corporation to allow the City of Pharr to provide Emergency Water Services for Fire Protection. (FIRE)

C) Consideration and action, if any, authorizing City Manager to amend Contract with Burton, McCumber and Longoria from McAllen, TX for External Auditor Services in the amount of $71,000 and add Tax Increment Reinvestment Zone #1 and Tax Increment Reinvestment Zone #2 .**This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related **to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

10. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.perez@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of August 2023 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 4th day of August 2023

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20___ by,

_____ Title: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED:
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: August 4, 2023
MEETING DATE: August 7, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Ruben Alfaro	Created/Initiated - 8/4/2023
City Management Office	Final Approval - 8/4/2023

Report on Capital Improvement Project Activity Construction – August 2023

City Engineer – Ruben Alfaro, PE
Monday, August 07, 2023

Pharr Engineering

City Engineers Report

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC April 02, 2023, *2nd BSIF Exit*) = 936
Time to Date: 1063 (113.57%)
Contract Amount: $7,946,724.38
Change Orders: $550,940.01
Current Contract: $8,497,664.39
Placed to Date: $8,183,538.35 (96%)

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: A final walk-thru was held on Monday, July 24, 2023. Not all punch list items were completed.

Next Step: Project should be completed and ready to close on August 04, 2023, excluding generator and ATS (September 2023).

Bridge Northbound Lane Expansion and 2nd BSIF Exit

Pharr Engineering

CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 762 (635%)
Contract Amount: $1,494,704.00
Change Orders: -$0.00
Current Contract: $1,487,558.36
Placed to Date: $1,247,646.00 (84%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: The lift station is in service.
Next Step: Complete remaining items such as paint the block wall and have a final walk-thru. The only item left pending after the final walk-thru would be the installation of the generator.

Lift Station No. 30 Rehabilitation

Pharr Engineering

CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 120+112 (ETC TBD)
Time to Date: 427 (184.05%)
Contract Amount: $314,717.70
Change Orders: $0.00
Current Contract: $314,717.70
Placed to Date: $128,208.23 (41%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor has poured the sidewalk on the east side of N. Fir Ave.

Next Step: Contractor will pour sidewalk on the west side and continue work on the road.

N. Fir Ave. Paving Improvements

Pharr Engineering

CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022 (new)
Contract Time: 316 Days
Time to Date: 231 Days (73.10%)
Contract Amount: $2,325,300.55
Change Orders: $1,677.44+$121,359.62
Current Contract: $2,448,337.61
Placed to Date: $655,186.01 (26.76%)
Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.
Status: Contractor has been working on S. Dogwood St. from E. Sam Houston Ave. to E. Kelly Ave., as well as on E. Caffery Ave.
Next Step: Contractor will continue working in the Kelly-Pharr Elementary area and then move back to finalize sidewalks along S. Sugar Rd.

PSJA Tri-City Pedestrian Safety Improvements Phase I

Pharr Engineering

CONSTRUCTION

Engineer: City of Pharr
Contractor: Southern Trenchless
CM: City of Pharr
Notice to Proceed: May 15, 2023
Contract Time: 90 Days
Time to Date: 84 Days (93.33%)
Contract Amount: $277,200.00
Change Orders: $0
Current Contract: $277,200.00
Placed to Date: $0.00 (0%)
Description: This project will provide required connections and replacement of current water lines in the area.
Status: No activity.
Next Step: Contractor has been asked to provide schedule.

16" Water Line Bore Replacement

Pharr Engineering

CONSTRUCTION

WE ARE TEAM PHARR

DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."

Pharr Engineering

END

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED:
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: July 19, 2023
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Approval of Minutes for July 19, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue: Minutes for meeting on Monday, July 17, 2023

Fiscal Consideration: N.A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 7/19/2023
City Management Office	Final Approval - 7/19/2023

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JULY 17, 2023
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 17, 2023 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Mayor Pro Tem Daniel Chavez
Comm. Michael Pacheco
Comm. Ramiro Caballero
Comm. Roberto Carrillo
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT:
Jonathan, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Public Works Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/Ext. Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, E.M.S. Chief
Melanie Cano, Director of O.S.E.
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

Comm. Chavez was not present at the time of roll call but arrived at 4:01 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 4. CITY MANAGER'S REPORTS

C) CITY EVENTS OF INTEREST

At this time, Jonathan Flores, Assistant City Manager, called upon Yuri Gonzalez for a presentation.

Yuri Gonzalez, Chief Communications Officer, introduced State Representative Terry Canales and Senator Juan "Chuy" Hinojosa and presented a video on the International Bridge Trade Corridor (IBTC) project.

Terry Canales, State Representative and Chairman of the House Transportation Committee, stated the Texas Transportation Commission allocated $150 million to the IBTC project in the Rio Grande Valley as part of the Unified Transportation Program. The IBTC would expedite the movement of goods and freight by providing direct interstate access to several international ports of entry.

Senator Hinojosa also recognized the importance to facilitate the efficient passage of goods through our region and thanked Mayor Hernandez and the Commission for their support and leadership.

Jose Pena, IT Director, announced the City of Pharr was a recipient of the Smart Cities Connect Award for the TeamPharr.net Project. He stated this award recognizes cities for innovative projects such as energy, infrastructure, and networks.

DRAFT

Jonathan Flores, Assistant City Manager, went over upcoming events. He reported Building and Code Compliance would be hosting a Block Party on Thursday, July 20, 2023 at the Development and Research Center at 7:00 p.m. He stated this was a free event and invited the public to attend.

Jonathan Flores, Assistant City Manager, further reported Parks and Recreation Theater program would present the Lion King, Jr. at PSJA North High School Auditorium on Thursday, July 20, 2023. He stated the show would start at 7:30 p.m. and tickets were on sale at the Parks and Recreation office.

At this time, Jonathan Flores, Assistant City Manager, called upon Yuri Gonzalez for a quick report. Yuri Gonzalez, Chief Communications Officer, reported the City of Pharr would host a Pink Paradise Pool Party at the Pharr Aquatic Center on Saturday, July 22, 2023 and tickets would be free but limited. She invited the public to join and wear pink. A video promo was presented.

Jonathan Flores, Assistant City Manager, further reported the Back to the Phuture Festival would be held on Saturday, July 29, 2023 from 6:00 p.m. to 10:00 p.m. in downtown Pharr. Marcela Beas, Chamber President, invited the community to attend.

Lastly, Jonathan Flores, Assistant City Manager, announced the Pharr Police Department would be hosting their annual Pharr Night Out event on Tuesday, August 1, 2023 from 6:00 p.m. to 10:00 p.m. at Pharr Town Center. He stated this was a family-friendly event for the entire community to create awareness against crime and drugs. Juan Gonzalez, Police Chief, stated they would be partnering with local agencies to give out school supplies.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JULY 5, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2022-36 MUNICIPAL FIBER OPTIC FEE SCHEDULE (3RD AND FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (IT)

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR CITY-WIDE ON-CALL ELECTRICAL AND MAINTENANCE SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

DRAFT

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR GRANT MANAGEMENT, PLANNING AND WRITING SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)

E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. GUILLERMO FLORES IBARRA, REPRESENTING RUTH IDALIA SALINAS PRADO, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.85 ACRES, MORE OR LESS, OUT OF LOT 252, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3310 SOUTH CAGE BOULEVARD. COZ#230605 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

F) PLATS:

1. R.E. GARCIA AND ASSOCIATES, REPRESENTING JENE BYROM AND JONATHAN BYROM, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED RANCHO BLANCO ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.83 ACRE TRACT OF LAND BEING A PORTION OF LOT 249, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 900 BLOCK OF WEST JAVELINA DRIVE. SUB#221240 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. RIO DELTA ENGINEERING, REPRESENTING JOSEPH HOLAND, OWNER REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED JUST A CLOSET #7 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 22.88 ACRE TRACT OF LAND, MORE OR LESS, SAME BEING OUT OF THE SOUTH 24.19 ACRES OF LOT 5, BLOCK 4, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3800 BLOCK OF NORTH JACKSON ROAD. SUB#210722 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Jonathan Flores, Assistant City Manager, introduced the item and recommended approval.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2023-33 and O-2023-34 are filed with the City Clerk's Office.

At this time, Mayor Hernandez stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 10. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION

TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:40 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:43 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION:

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING FIVE (5) MEMBERS TO THE KEEP PHARR BEAUTIFUL COMMITTEE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Mayor Hernandez introduced the item. Jonathan Flores, Assistant City Manager, stated staff recommended reappointment of Mari Caballero and Romeo Robles, Jr., and appointment of Mildred Escobedo, Rolando Perez, and Laura M. De la Garza.

Comm. Carrillo **moved** to reappoint Mari Caballero and Romeo Robles, Jr. and appoint Mildred Escobedo, Rolando Perez, and Laura M. De la Garza to the Keep Pharr Beautiful Committee. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-41 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUSPENDING THE AUGUST 23, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY TO INCREASE RATES WITHIN INCORPORATED AREAS OF ITS SERVICE TERRITORY. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (LEGAL)

Mayor Hernandez introduced the item.

Comm. Medina Carrillo **moved** to approve. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-42 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING TWENTY-FOUR (24) VEHICLES FROM THE PHARR POLICE DEPARTMENT FLEET AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SAID VEHICLES, VIA ENTERPRISE FLEET MANAGEMENT INC. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item.

Comm. Chavez **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-43 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS ITEMS AND EQUIPMENT FROM THE PHARR POLICE DEPARTMENT AND AUTHORIZING THE SALE OF SUCH ITEMS VIA GOVDEALS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-44 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM IRADIER ADAN HERNANDEZ, REPRESENTING HDZ HOLDINGS, LLC., FILED WITH THE PLANNING AND ZONING COMMISSION FOR A CHANGE OF ZONE FROM A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO A RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS 5.275 ACRES, MORE OR LESS, OUT OF LOT 129, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3155 NORTH VETERANS BOULEVARD. COZ#230606 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Mayor Hernandez introduced the item.

Comm. Medina **moved** to deny in accordance with city ordinance. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

DRAFT

B) CONSIDERATION AND ACTION, IF ANY, APPOINTING CITY MANAGER. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Mayor Hernandez introduced the item and clarified the item was to appoint Interim City Manager.

Comm. Carrillo **moved** to appoint Jonathan Flores as Interim City Manager. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 8. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PHARR POLICE DEPARTMENT TO PURCHASE TWO (2) 2023 FORD TRANSIT 15 PASSENGER VANS USING OPERATION STONEGARDEN GRANT #3173108 FUNDS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON 2023/2024 SCHOOL RESOURCE OFFICER POLICING AGREEMENT BETWEEN VANGUARD ACADEMY AND THE PHARR POLICE DEPARTMENT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 3 IN THE AMOUNT OF $750,000.00 FOR TIME EXTENSION AND SUPPLEMENTAL FEE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF PHARR CITYWIDE FIBEROPTIC BROADBAND CONNECTIVITY PROJECT THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Mayor Hernandez introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

DRAFT

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BORDER INFRASTRUCTURE CONSULTING FOR PROFESSIONAL INFRASTRUCTURE LOBBYING SERVICES IN MEXICO. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (BRIDGE)

Mayor Hernandez introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD THE CITY OF PHARR FIBER OPTIC NETWORK PHASE V-A PROJECT TO STX UNDERGROUND LLC. FROM BROWNSVILLE, TX THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE CONTRACT NUMBER 211001 FOR THE AMOUNT OF $3,320,354.33 THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Mayor Hernandez introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A SERVICE CONTRACT FOR THE 5-YEAR CONSOLIDATED PLAN OF GOALS AND STRATEGIES FOR HOUSING AND COMMUNITY DEVELOPMENT FOR THE CITY OF PHARR TO CLOUDBURST CONSULTING GROUP, INC. FROM LANDOVER, MD FOR THE AMOUNT NOT TO EXCEED $39,964.00 THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)

Mayor Hernandez introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:48 p.m.

CITY OF PHARR

DRAFT

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 17th DAY OF JULY 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: July 17, 2023
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Recreation Center and the Pharr Development and Research Center as Early Voting and Election Day polling locations for the November 7, 2023 Constitutional Amendment Election. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue: The Hidalgo County Elections Department is requesting the use of Jose "Pepe Salinas Recreation Center and the Development & Research Center as Early Voting and Election Day polling locations for the upcoming 2023 Elections.

Early Voting period is from October 23, 2023 to November 3, 2023. Election Day is Tuesday, November 7, 2023.

General Runnoff (Local Entities ONLY) Early Voting from November 20, 2023 to December 1, 2023. Election Day is Tuesday, December 5, 2023.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 7/17/2023
Ricardo Rodriguez	Approved - 7/17/2023
Adolfo Garcia	Approved - 7/17/2023
Sergio Alanis	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

November 7, 2023
Constitutional Amendment Election

Early Voting and Election Day Request(s)

Via facsimile

July 13, 2023

To: Hilda Pedraza, City Clerk
118 S. Cage Blvd, Pharr, TX
Via: hilda.pedraza@pharr-tx.gov

RE: 2023 Election Cycle Polling Locations for Early Voting and/or Election Day

Dear Ms. Pedraza,

We are requesting the use of the following facility(s) as an Early Voting and/or Election Day polling location(s) for the November 7, 2023 Constitutional Amendment Election. Please review the dates below and add to your calendar. Please note that your location might not be utilized during the General Runoff (Local Entities ONLY) Election if your entity is not on the ballot or requested by another entity.

I will send a reminder email once the election approaches, but if you have any questions or concerns, please feel free to reach out at any time.

Upcoming 2023 Elections

Election	Early Voting	Election Day
General Election	Oct. 23, 2023 – Nov. 3, 2023	Tuesday, November 7, 2023
General Runoff (Local Entities ONLY)	Nov. 20, 2023 – Dec. 1, 2023	Tuesday, December 5, 2023

Please complete the separate request form and return by fax, or email by **July 31, 2023**. I know this may require approval from your board, so if you could provide an email response confirming the use of the location(s), that will allow us to continue with our preparations for the November General Election.

We truly appreciate you and the partnership we have in providing great polling locations to the voters of Hidalgo County.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Eberto A. Gauna
Coordinator III
Office: (956)318-2570 ext. 5730
Fax: (956) 393-2039
Email: eberto.gauna@co.hidalgo.tx.us
Visit our website https://www.hidalgocounty.us/105/Elections-Department
Register & Vote!

2023 Election Cycle
Early Voting and/or Election Day
Polling Location Request Form

Facility Requested: Jose Pepe Salinas Center – 1011 West Kelly Ave. Pharr, TX		
Designated Voting Area	**Early Voting** Small Hall	**Election Day** Small Hall

Contact Information		
Contact #1	Name:	Title:
Phone #:	Email:	
Contact #2	Name:	Title:
Phone #:	Email:	
Contact #3	Name:	Title:
Phone #:	Email:	

Please check ALL that apply	**YES**	**NO**
Is the Hidalgo County Elections Department authorized to use this facility?		
Can the following be provided:	**YES**	**NO**
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

I represent that I have the Authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

_____ _____ _____

Signature Print Name Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

eberto.gauna@co.hidalgo.tx.us

2023 Election Cycle
Polling Location Safety Questionnaire
Polling Location Safety and Emergency Management

Contact Information	
Building Coordinator/Manager/Director	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Director of Maintenance or Facilities	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Contact #1 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	
Contact #2 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	

Safety Information			
Law Enforcement Department	Entity:		
Contact #1:		Contact #2:	
Law enforcement that responds to this location.			
Security Present at Location *(Check one please)*		**YES** ☐	**NO** ☐
Schedule:	Entity:		
Fire Department	Entity:		
Fire Department that responds to this location.			
Fire Extinguisher Present		**YES** ☐	**NO** ☐

Requested Documents		
Fire Exit Map available for Voting Area *(Check one please)*	**YES** ☐	**NO** ☐
Additional Emergency Procedures *(Check one please)*	**YES** ☐	**NO** ☐
Please attach ALL documents if available		
Schools please submit ALL Emergency Procedures Available.		

2023 Election Cycle
Polling Location Safety Questionnaire
COVID-19

COVID-19 Supplemental Information and PPE Disposal & Facility Management	**YES**	**NO**
1. Will the designated voting area be cleared out for poll worker setup?		
2. Will you be providing trash cans and trash bags at the polling location?		
3. Can your facilities management visit twice daily to dispose of trash?		
a. If *NO*, how many times can they visit?		

COVID-19 Facility Protocols Note: This would only apply to Hidalgo County Elections Staff	**YES**	**NO**
1. Is there a check in process required for Cage drop-off or pick-up? Please fill below.		
2. Is there a designated entry for us to use?		
3. Can you provide a list of procedures to better prepare for the delivery of supplies? If applicable.		
If there is additional information to provide, please list below or attach to return.		

2023 Election Cycle
Early Voting and/or Election Day
Polling Location Request Form

Facility Requested: Development and Research Center – 850 W. Dicker Rd. Pharr, TX		
Designated Voting Area	**Early Voting** Conference Room	**Election Day** Conference Room

Contact Information		
Contact #1	Name:	Title:
Phone #:	Email:	
Contact #2	Name:	Title:
Phone #:	Email:	
Contact #3	Name:	Title:
Phone #:	Email:	

Please check ALL that apply	**YES**	**NO**
Is the Hidalgo County Elections Department authorized to use this facility?		
Can the following be provided:	**YES**	**NO**
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

I represent that I have the Authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

_____ _____ _____

Signature Print Name Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

eberto.gauna@co.hidalgo.tx.us

2023 Election Cycle
Polling Location Safety Questionnaire
Polling Location Safety and Emergency Management

Contact Information	
Building Coordinator/Manager/Director	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Director of Maintenance or Facilities	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Contact #1 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	
Contact #2 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	

Safety Information			
Law Enforcement Department	Entity:		
Contact #1:		Contact #2:	
Law enforcement that responds to this location.			
Security Present at Location *(Check one please)*		**YES** ☐	**NO** ☐
Schedule:	Entity:		
Fire Department	Entity:		
Fire Department that responds to this location.			
Fire Extinguisher Present		**YES** ☐	**NO** ☐

Requested Documents		
Fire Exit Map available for Voting Area *(Check one please)*	**YES** ☐	**NO** ☐
Additional Emergency Procedures *(Check one please)*	**YES** ☐	**NO** ☐
Please attach ALL documents if available		
Schools please submit ALL Emergency Procedures Available.		

2023 Election Cycle
Polling Location Safety Questionnaire
COVID-19

COVID-19 Supplemental Information and PPE Disposal & Facility Management	**YES**	**NO**
1. Will the designated voting area be cleared out for poll worker setup?		
2. Will you be providing trash cans and trash bags at the polling location?		
3. Can your facilities management visit twice daily to dispose of trash?		
a. If *NO*, how many times can they visit?		

COVID-19 Facility Protocols Note: This would only apply to Hidalgo County Elections Staff	**YES**	**NO**
1. Is there a check in process required for Cage drop-off or pick-up? Please fill below.		
2. Is there a designated entry for us to use?		
3. Can you provide a list of procedures to better prepare for the delivery of supplies? If applicable.		
If there is additional information to provide, please list below or attach to return.		

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Aluminum Sulfate & Liquid Ammonium Sulfate with Chemtrade Chemicals US, LLC from Parsippany, NJ.**This item supports IF - Infrastructure**.

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue: Supply contract extension for the Purchase and Delivery of Aluminum Sulfate & Liquid Ammonium Sulfate (Project# 2122-60-582-SP005-157) Year 2 of 3.

Liquid Ammonium Sulfate, Delivered Unit Price $0.22
Aluminum Sulfate Liquid Polymer Blend Unit Price $0.15

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Supply Contract for one (1) additional year being year 2 of 3

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/1/2023
Mayra Gomez	Approved - 8/1/2023
Ruben Rosales	Approved - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
Karla Saavedra	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF ALUMINUM SULFATE & LIQUID AMMONIUM SULFATE

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF ALUMINUM SULFATE & LIQUID AMMONIUM SULFATE, made and entered into the _____ day of _____, 20___, by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **CHEMTRADE CHEMICALS US LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 90 East Halsey Road, Ste. 200 Parsippany, NJ 07054.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for THE PURCHASE & DELIVERY OF ALUMINUM SULFATE & LIQUID AMMONIUM SULFATE dated, September 19, 2022, by which CONTRACTOR serves the CITY on an as-needed basis pursuant to Bids numbered; **Project # 2122-60-582-SP005-157;** and

WHEREAS, the current term expires on September 19, 2023; and

WHEREAS, the Agreement provided that the City reserved the right to extend said Contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one additional year from September 19, 2023, to September 19, 2024; unit price(s) remaining unchanged. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Purchase & Delivery of ALUMINUM SULFATE & LIQUID AMMONIUM SULFATE has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 2023 by the **City of Pharr**.

CITY OF PHARR

By:_____
Dr. Jonathan B. Flores
Interim City Manager

Approved As to Form:

By: _____
Ricardo Rodriguez Jr., City Attorney

DATED this __ day of _____, 2023 by **CHEMTRADE CHEMICALS US LLC.**

CHEMTRADE CHEMICALS US LLC.
By: _____

_____
Title

_____
Witness

_____
Print Name

Pharr Purchasing

CITY OF PHARR
BID OPENING: AUGUST 16, 2022 AT 3:00 P.M.
CITY COMMISSION ROOM 2ND FLOOR
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE
PROJECT NO.: 2122-60-582-SP005-157

					AWARDED					
PARTICIPATING BIDDERS:					CHEMTRADE CHEMICALS PARSIPPANY, NJ		BRENNTAG SOUTHWEST, INC. LANCASTER, TX		UNIVAR SOLUTIONS USA, INC. KENT, WA	
ITEM NO.	COMMODITY NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	885-15-01001	LIQUID AMMONIUM SULFATE, DELIVERED	LIQUID LBS	466,000	$0.22	$100,190.00	$0.23	$104,989.80	$0.49	$230,204.00
2	885-15-01002	ALUMINUM SULFATE LIQUID POLYMER BLEND	LIQUID LBS	1,830,000	$0.15	$283,284.00	$0.17	$312,930.00	$0.00	$0.00
TOTAL					$383,474.00		$417,919.80		$230,204.00	
ELECTRONIC BID SUBMITTED					YES		YES		YES	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract for the Purchase and Delivery of Chlorine & Calcium Hypo-Chlorite with DPC Industries, Inc. from Corpus Christi, TX **This item supports IF - Infrastructure**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Supply contract extension for the Purchase and Delivery of Chlorine and Calcium Hypo-Chlorite (Project# 2122-60-582-SP006-157) Year 2 of 3.

Chlorine, 1-ton Container Unit Price $2,275
Chlorine, 150 lbs Cylinder Unit Price $269
Calcium Hypo-Chlorite, 100 lbs. container Unit Price $275

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Supply Contract for one (1) additional year being year 2 of 3

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/1/2023
Mayra Gomez	Approved - 8/1/2023
Ruben Rosales	Approved - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
Karla Saavedra	Approved - 8/1/2023
City Management Office	Final Approval - 8/4/2023

EXTENSION OF AGREEMENT
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CHLORINE AND CALCIUM HYPO-CHLORITE

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE & DELIVERY OF CHLORINE AND CALCIUM HYPO-CHLORITE, made and entered into the _____ day of _____, 20___, by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **DPC INDUSTRIES, INC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 5245 Sunbelt Street, Corpus Christi, TX 78408.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for THE PURCHASE & DELIVERY OF CHLORINE AND CALCIUM HYPO-CHLORITE dated, September 6, 2022, by which CONTRACTOR serves the CITY on an as-needed basis pursuant to Bids numbered; **Project # 2122-60-582-SP006-157;** and

WHEREAS, the current term expires on September 6, 2023; and

WHEREAS, the Agreement provided that the City reserved the right to extend said Contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one additional year from September 6, 2023, to September 6, 2024; unit price(s) remaining unchanged. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for the Purchase & Delivery of CHLORINE AND CALCIUM HYPO-CHLORITE has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 2023 by the **City of Pharr**.

CITY OF PHARR

By:_____
Dr. Jonathan B. Flores
Interim City Manager

Approved As to Form:

By: _____
Ricardo Rodriguez Jr., City Attorney

DATED this _ day of _____, 2023 by **DPC INDUSTRIES, INC.**

DPC INDUSTRIES, INC.

By: _____

_____
Title

_____
Witness

_____
Print Name

Pharr Purchasing

CITY OF PHARR

BID OPENING: AUGUST 16, 2022 AT 3:00 P.M.

CITY COMMISSION ROOM 2ND FLOOR

SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF CHLORINE & CALCIUM HYPO CHLORITE

PROJECT # 2122-60-582-SP006-157

				PARTICIPATING BIDDER:	DPC INDUSTRIES, INC. CORPUS CHRISTI, TX	
ITEM NO.	COMMODITY NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL AMOUNT
1	190-36-01001	CHLORINE, 1-TON CONTAINER DELIVERED AND PUT IT IN PLACE	TON	130	$2,275.00	$295,750.00
2	190-36-01002	CHLORINE, 150 LBS. CYLINDER DELIVERED AND PUT IT IN PLACE	LBS	95	$269.00	$25,555.00
3	190-36-01002	CALCIUM HYPO-CHLORITE, 100 LBS, CONTAINER DELIVERED AND PUT IT IN PLACE	LBS	80	$275.00	$22,000.00
				ANNUAL GRAND TOTAL	$343,305.00	
				ELECTRONIC BID SUBMITTED:	YES	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Police Department Polygraph Services with Purpose Driven Polygraph Investigative Consultant from Weslaco, TX.**This item supports SSC - Safe and Secure Community**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Recommend extension of a Service Contract for Police Department Polygraph Services at the unit of $1,000/month for a total of $12,000/year (See attached polygraph services contract). If approved, this will be extension 2 of 3. – Project No. 2223-01-512-S002-001

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Service Contract for one (1) additional year being year 2 of 3

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/1/2023
Mayra Gomez	Approved - 8/1/2023
Juan Gonzalez	Approved - 8/1/2023
Ricardo Rodriguez	New -
Karla Saavedra	
City Management Office	

PURPOSE DRIVEN
POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC

624 N. Tio Ste. B West, Weslaco, Texas 78596
956-266-3090
RONALDO MUNOZ

Pharr Police Department Date: 7-14-2022

POLYGRAPH SERVICES CONTRACT

This is to advise you of our polygraph services that we have been conducting for the last ten years to the Pharr Police Department. We have provided polygraph services for the department's pre-employment screening, Criminal Investigations and Internal Affairs investigations. And any other services for the City of Pharr.

Our services are available at the fee of $1000.00 a month.

We look forward to continuing providing services and work relationship that helps to provide the department with the best qualified candidates for all the positions required to be screened prior to employment.

Ronaldo Munoz
Texas State Polygraph license #1099
Texas Department of Licensing and Regulations

EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR POLYGRAPH SERVICES

THIS EXTENSION OF AGREEMENT FOR POLYGRAPH SERVICES, made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 624 N. Tio Suite B, Weslaco, TX 78596.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Polygraph Services dated, September 19, 2022, by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Proposal numbered; **PROJECT 2223-01-512-S002-001;** and

WHEREAS, the current term expires on September 19, 2023; and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City is hereby electing to extend the term for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year from September 19, 2023 to September 19, 2024; unit price(s) remaining unchanged. The CITY reserves the right to extend for one (1) additional year as provided in the existing Agreement.

IN WITNESS WHEREOF this extension of Agreement for Polygraph Services has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Dr. Jonathan B. Flores
Interim City Manager

Approved As to Form:

By: _____
Ricardo Rodriguez Jr., City Attorney

DATED this __ day of _____, 20___ by **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC**

PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract for the Installation of Thermoplastic Pavement Markings with Pavement Markings, Inc. from Donna, TX.**This item supports IF - Infrastructure**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Contract extension with Pavement Markings for the installation of thermoplastic pavement markings for public works for one (1) additional year. (Project# 2021-01-517-C007-126) Year 3 of 3.

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve the Service Contract for one (1) additional year being year 3 of 3

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/1/2023
Mayra Gomez	Approved - 8/1/2023
Luis Marin	Approved - 8/2/2023
Ricardo Rodriguez	Approved - 8/2/2023
Karla Saavedra	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

FINAL EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS

THIS FINAL EXTENSION OF AGREEMENT FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **PAVEMENT MARKINGS, INC.,** hereinafter referred to as "CONTRACTOR" and having its principal place of business at **7010 N. FM 493 DONNA, TX 78537.**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS dated, **October 1, 2022,** by which CONTRACTOR serves to the CITY on an as-needed basis pursuant to Bid numbered; **PROJECT# 2021-01-517-C007-126;** and

WHEREAS, the current term expires on October 1, 2022; and

WHEREAS, the Agreement provided that the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

> Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **from October 1, 2023 to October 1, 2024;** unit price(s) remaining unchanged. This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Dr. Jonathan B. Flores
Interim City Manager

Approved As to Form:

By: _____
Ricardo Rodriguez Jr., City Attorney

DATED this _____ day of _____, 20__ by **PAVEMENT MARKINGS, INC.**

PAVEMENT MARKINGS, INC.

By: _____

_____
Title

_____
Witness

_____
Print Name

Pharr Purchasing

BID OPENING: SEPTEMBER 14, 2021 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM
THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS
PROJECT NUMBER 2021-01-517-C007-126

		PARTICIPATING VENDORS			PAVEMENT MARKINGS DONNA, TX	VALLEY STRIPING CORP. MISSION, TX
ITEM #	INTERNAL REFERENCE	DESCRIPTION	U/M	QTY	UNIT PRICE	UNIT PRICE
	968-61-01	ELIMINATE EXISTING PAVEMENT MARKINGS				
1	968-61-01001	ELIMINATE EXISTING PAV MRK & MRKS (4").	4000	LF	$400.00	$2,000.00
2	968-61-01002	ELIMINATE EXISTING PAV MRK & MRKS (6").	500	LF	$50.00	$375.00
3	968-61-01003	ELIMINATE EXISTING PAV MRK & MRKS (8").	500	LF	$75.00	$500.00
4	968-61-01004	ELIMINATE EXISTING PAV MRK & MRKS (12").	500	LF	$200.00	$750.00
5	968-61-01005	ELIMINATE EXISTING PAV MRK & MRKS (24").	500	LF	$400.00	$1,500.00
	968-61-02	ELIMINATE EXISTING PREFABRICATED MARKINGS				
6	968-61-02001	ELIMINATE EXISTING PREFAB MRK (WORDS)	20	EA	$300.00	$1,000.00
7	968-61-02002	ELIMINATE EXISTING PREFAB MRK (SINGLE-ARROWS)	15	EA	$150.00	$750.00
8	968-61-02003	ELIMINATEEXISTING PREFAB MRK (DOUBLE-ARROWS)	10	EA	$150.00	$1,000.00
	912-76-01	PAVEMENT SEALER				
9	912-76-01001	PAVEMENT SEALER 4"	1500	LF	$450.00	$150.00
10	912-76-01002	PAVEMENT SEALER 8"	600	LF	$120.00	$120.00
11	912-76-01003	PAVEMENT SEALER 12"	300	LF	$90.00	$90.00
12	912-76-01004	PAVEMENT SEA LER 24"	500	LF	$500.00	$300.00
	912-76-02	REFLECTIVE PAVEMENT MARKING TYPE I - WHITE				
13	912-76-02001	REFL PAV MRK TY I (WHITE) 4" (BROKEN) (I00MIL) . ALL COMPLETE IN PLACE.	10560	LF	$3,168.00	$5,808.00
14	912-76-02002	REFL PAV MRK TY I (WH ITE) 4" (SOLID) (I00MIL). ALL COMPLETE IN PLACE.	4000	LF	$1,600.00	$2,200.00
15	912-76-02003	REFL PAV MR.K TY I (WHITE) 8" (DOTTED) (I00MIL). ALL COMPLETE IN PLACE.	750	LF	$750.00	$750.00
16	912-76-02004	REFL PAV MRK TY I (WHITE) 8" (SOLID) (I00MIL). ALL COMPLETE IN PLACE.	3000	LF	$2,700.00	$3,000.00
17	912-76-02005	REFL PAV MRK TY I (WHITE) 12" (SOLID) (I00MIL) FOR CROSSWALKS. ALL COMPLETE IN PLACE.	1000	LF	$3,400.00	$2,000.00
18	912-76-02006	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR. ALL COMPLETE IN PLACE.	1000	LF	$7,800.00	$4,500.00
	912-76-03	REFLECTIVE PAVEMENT MARKING TYPE I - YELLOW				
19	912-76-03001	REFL PAV MRK TY I (YELLOW) 4" (BROKEN) (I00MIL). ALL COMPLETE IN PLACE.	21120	LF	$5,913.60	$11,616.00

Pharr Purchasing

BID OPENING: SEPTEMBER 14, 2021 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM
THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS
PROJECT NUMBER 2021-01-517-C007-126

		PARTICIPATING VENDORS			PAVEMENT MARKINGS DONNA, TX	VALLEY STRIPING CORP. MISSION, TX
ITEM #	INTERNAL REFERENCE	DESCRIPTION	U/M	QTY	UNIT PRICE	UNIT PRICE
20	912-76-03002	REFL PAV MRK TY I (YELLOW) 4" (SOLID) (I00MIL). ALL COMPLETE IN PLACE.	10560	LF	$4,012.80	$5,808.00
21	912-76-03003	REFL PAV MRK TY I (YELLOW) 12" (SOLID) (I00MIL) FOR DIAGONAL CROSSHATCH. ALL COMPLETE IN PLACE.	100	LF	$640.00	$200.00
	912-76-04	REFLECTIVE PAVEMENT MARKING TYPE B				
22	912-76-04001	REFL PAV MRK TY B (WHITE) (THRU-ARROW). ALL COMPLETE IN PLACE.	5	EA	$475.00	$450.00
23	912-76-04002	REFL PAV MRK TY B (WHITE) (LEFT-ARROW). ALL COMPLETE IN PLACE.	20	EA	$1,600.00	$1,800.00
24	912-76-04003	REFL PAV MRK TY B (WHITE) (RIGHT-ARROW). ALL COMPLETE IN PLACE.	5	EA	$475.00	$450.00
25	912-76-04004	REFL PAV MRK TY B(WHITE) (THRU & LEFT-DOUBLE ARROW). ALL COMPLETE IN PLACE.	5	EA	$750.00	$900.00
26	912-76-04005	REFL PAV MRK TY B (WHITE) (THRU & RIGHT-DOUBLE ARROW). ALL COMPLETE IN PLACE.	3	EA	$570.00	$540.00
27	912-76-04006	REFL PAV MRK TY B (WHITE) (WORD-"ONLY"). ALL COMPLETE IN PLACE.	25	EA	$2,250.00	$4,500.00
28	912-76-04007	REFL PAV MRK TY B (WHITE) (WORD-"STOP"). ALL COMPLETE IN PLACE.	8	EA	$1,280.00	$1,440.00
29	912-76-04008	REFL PAV MRK TY B (WHITE) (WORD-"R X R"). ALL COMPLETE IN PLACE.	8	EA	$1,120.00	$2,000.00
30	912-76-04009	REFL PAV MRK TY B (WHITE) (WORD-"SCHOOL XING"). ALL COMPLETE IN PLACE.	4	EA	$720.00	$1,440.00
31	912-76-04010	REFL PAV MRK TY B (WHITE) (WORD-"YIELD"). ALL COMPLETE IN PLACE.	4	EA	$400.00	$720.00
32	912-76-04011	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES TO BE 24"X36." ALL COMPLETE IN PLACE.	26	EA	$832.00	$1,170.00
33	912-76-04012	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ARROW) EACH WAY. ALL COMPLETE IN PLACE.	170	EA	$10,200.00	$51,000.00
	912-76-05	REFLECTIVE PAVEMENT MARKER TYPE I				
34	912-76-05001	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$1,638.80	$1,687.00
	912-76-06	REFLECTIVE PAVEMENT MARKER TYPE II				

Pharr Purchasing

BID OPENING: SEPTEMBER 14, 2021 AT 3:00 P.M.
LOCATION: CITY COMMISSION ROOM
THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS
PROJECT NUMBER 2021-01-517-C007-126

		PARTICIPATING VENDORS			PAVEMENT MARKINGS DONNA, TX	VALLEY STRIPING CORP. MISSION, TX
ITEM #	INTERNAL REFERENCE	DESCRIPTION	U/M	QTY	UNIT PRICE	UNIT PRICE
35	912-76-06001	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$2,296.80	$2,772.00
36	912-76-06002	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK). ALL COMPLETE IN PLACE.	50	EA	$390.00	$175.00
	968-82-01	BONDS				
37	968-82-01001	BOND RATE FOR PAYMENT & PERFORMANCE BONDS (AMOUNT BID MUST BE EXPRESSED IN PERCENT AMOUNT, i.e. FOR 2% ENTER .02, CONTRACTORS ARE ADVISED NOT TO ENTER A DOLLAR AMOUNT) TO BE USED IF TASK ORDER ASSIGNMENT (CONTRACTED AMOUNT) IS GREATER THAN >$50,000	1	EA	$0.01	$0.02
38	968-82-01002	BOND RATE FOR PAYMENT BOND ONLY (AMOUNT BID MUST BE EXPRESSED IN PERCENT AMOUNT, i.e. FOR 2% ENTER .02, CONTRACTORS ARE ADVISED NOT TO ENTER A DOLLAR AMOUNT) TO BE USED IF TASK ORDER ASSIGNMENT (CONTRACTED AMOUNT) IS GREATER THAN >$25,000 AND LESS THAN <$50,000	1	EA	$0.01	$0.02
				BID BOND	SUBMITTED	SUBMITTED
				ELECTRONIC COPY	SUBMITTED	SUBMITTED

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the subscription services for TeamPharr.Net operations and workforce management software with 3HV Innovations, LLC from Knockville, TN.**This item supports IF - Infrastructure**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr TeamPharr.Net needs formal software that specializes in fiber implementation. This software also interfaces with our existing customer fiber equipment system for better management of customer records. Staff is recommending extension of Contract for Subscription Services for one (1) additional year as per attached software package prices. If approved, this will be year 2 and contract will automatically renew every 12 months. - Project No. 2223-01-518-S007-001

Fiscal Consideration: N/A

Staff Recommendation: Department recommends to approve subscription services for one (1) additional year. (year 2)

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 8/1/2023
Mayra Gomez	Approved - 8/1/2023
Jose Pena	Approved - 8/4/2023
Ricardo Rodriguez	Approved - 8/4/2023
Karla Saavedra	New -
City Management Office	

Date: 09/12/2022

800 South Gay Street
Suite 700
Knoxville, TN 37929
(865) 214-7956
Jim Vaughn

Customer ID: COP
Client: City of Pharr
118 South Cage Blvd
Pharr, TX 78577
Phone: 956-402-4000
Contact: Jose Pena

3HV Workforce Management Software Package

Module	*Description*	*Unit Price*	*Discount*	*Total*
Work Force Management Software Base Pkg	3HV Workforce Management Module Base - Dashboard Module - Installation Module - Repair Service Module - Scheduling Module - Employee & Partner HR Module - IOS & Andriod Tablet APP	$899.00/mo	$0.00	$899.00/mo
Support Pkg	Telephone and Email Support (8:00am-5:00pm) Monday - Friday	Included	$0.00	$0.00
Client Setup	Basic One-Time Setup of Work Force Software, Database and configuration options	$2,000.00 On-Time Fee	$0.00	$2,000.00 One Time Fee
Quality Control	Track performance in the field including real-time picture documentation	$199.00/mo	$0.00	$199.00/mo
Warehouse Control	Track inventory of parts and material coming from manufactures into warehouse and assigning to truck stock and customer locations	$199.00/mo	$0.00	$199.00/mo
Asset Control	Track all test equipment, computers and other assets assigned in the field and office.	$199.00/mo	$0.00	$199.00/mo
Fleet Management	Ensure your fleet vehicles are properly maintained and vehicle assets are accurately tracked	$199.00/mo	$0.00	$199.00/mo
Customer Experience	Ensure the service you are providing is meeting your customer's expectations. Real-time reporting of customer feedback	$199.00/mo	$0.00	$199.00/mo
3rd Party Integration	Integration fee to 3rd party applications to allow data to push and pull from 3HV	$199.00/mo	$0.00	$199.00/mo
On-Site Training (Option)	Option to have on-site training (2 Days) (Note: On-line Training is free and is included)	$3,000.00 On-Time Fee	$0.00	$3,000.00 One Time Fee
Warehouse Hand Scanner (wireless)	Motorola Symbol Li4278 Barcode Scanner – wireless and barcode generation software	$195.00 each On-time fee	$0.00	$195.00 One Time Fee

*Definitions of Modules are listed below in this agreement

Sub-Total $	$7,288.00	$0.00	$ 7,288.00
One Time Fee $		0.0	$5,195.00
Tax $			Exempt
MONTHLY TOTAL $			$2,093.00

License Terms and Conditions

The parties agree to be bound by the terms of the 3HV License Terms and Conditions ("LTC") shown in the attached 3HV License Terms and Conditions-V1.2 document. This Order and the LTC together constitute the entire agreement between 3HV and Licensee governing the products and services referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Order and the LTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. Licensee is licensed to use the 3HV products outlined above during the Term.

1. **Services.** Access to the 3HV online platform available at https://3HV.HOST (the "3HV Platform"). Access to and use of any 3HV Technology is subject to the Module Use limitations set forth below.

- Dashboard Module	- Quality Control Module
- Installation Module	- Warehouse Module
- Repair Service Module	- Asset Control Module
- Scheduling Module	- Fleet Management Module
- Employee & Partner HR Module	- Customer Experience Module
- IOS & Andriod Tablet APP	- 3rd Party API Integration

2. **Duration.** 3HV will provide the Services for twelve (12) months, beginning on the Effective Date (the"Term"). The Term shall automatically renew unless the Client Terminates the Agreement by notifying 3HV in writing within sixty (60) days before the end of the Term of the twelve (12) month period.

3. **Rates & Charges.** In consideration of 3HV provision of the Services to Client, Client shall pay to 3HV the rates and charges for such Services as indicated in the table above (the "Fees"). Client shall pay all Fees no later than thirty (30) days after Client's receipt of 3HV invoice.

4. **Special Provisions.** Notwithstanding the foregoing or any provision herein to the contrary, the following terms shall apply to this Proposal and the Terms & Conditions: NONE

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Agreement, to be effective as of the Effective Date.

Licensee

Authorized Signature: Amali A.
Title: Interim City Manager
Company Name: City of Pharr
Date: 10/4/2022

3HV Innovations, LLC.

Name: James Vaughn
Title: President
Signature:
Date: 10/4/22

EFFECTIVE DATE: _____

APPROVED BY
CITY COMMISSION
ON: 10/03/2022 - 9B

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.
DATE SUBMITTED:
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.1.
DATE SUBMITTED: July 27, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Edinburg RAM, LLC, dba Khan's Grill, has filed with the Planning and Zoning Commission a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas. The property's physical address is 1005 South Jackson Road. CUP#18644 **This item supports EV - Economic Vitality.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Edinburg RAM, LLC, dba Khan's Grill, has filed with the Planning and Zoning Commission a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
City Management Office	Final Approval - 8/4/2023

Executive Summary Letter

August 07, 2023

Conditional Use Permit **Renewal** for ABC – Khan's Grill

Background:

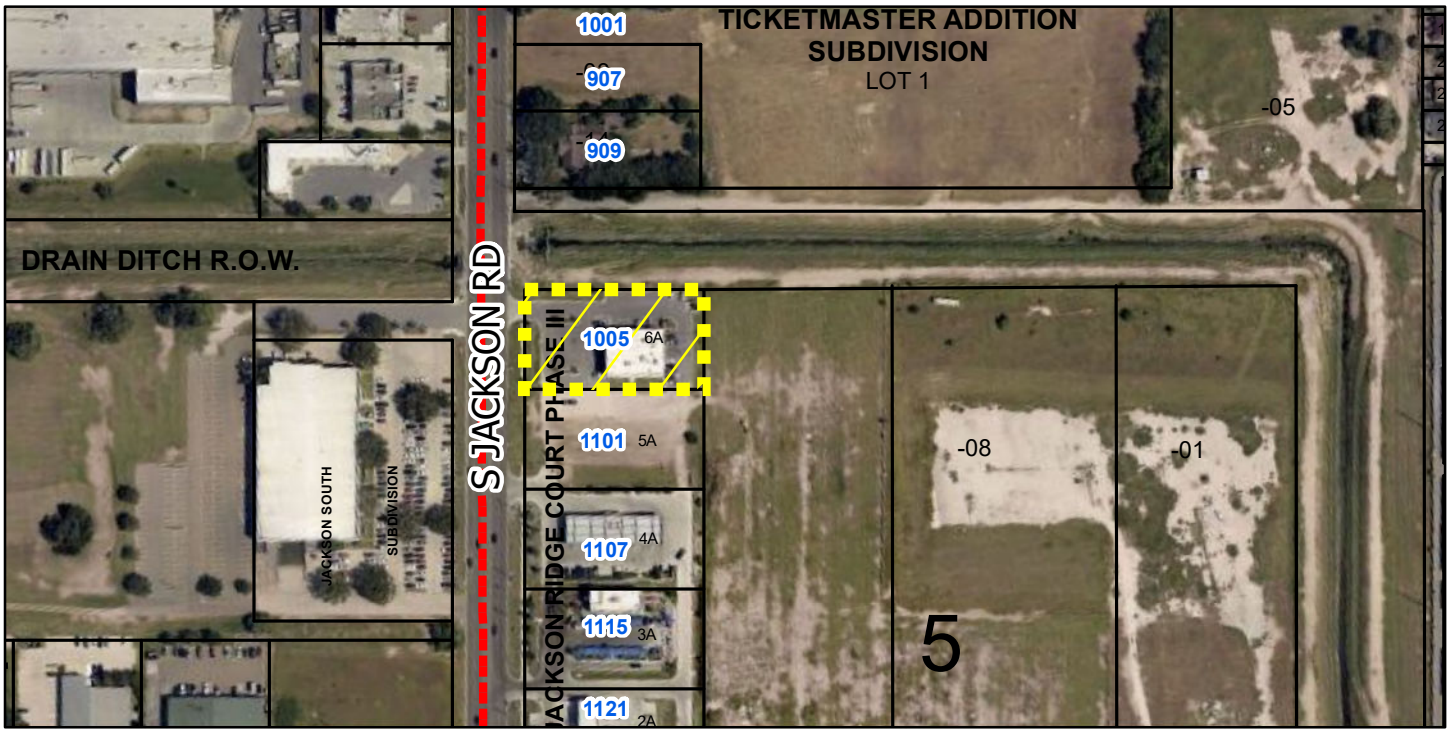
Edinburg RAM, LLC., d/b/a Khan's Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Khan's Grill.

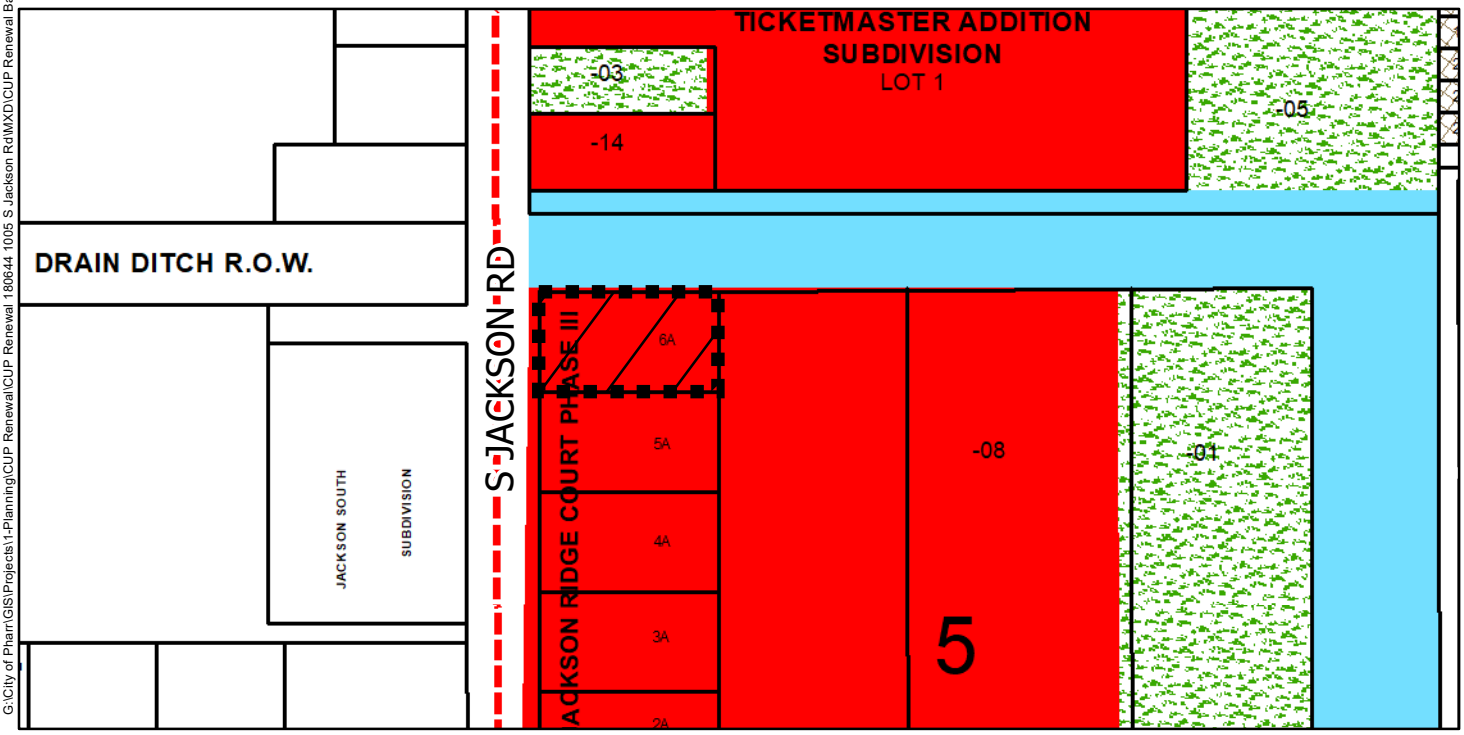
The property is located at 1005 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
1005 S Jackson Rd
Edinburg RAM, LLC





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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 7/25/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, AUGUST 07, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR **ABC** – FILE NO. **CUP#180644** (KHAN'S GRILL)

GENERAL INFORMATION:

APPLICANT: Edinburg RAM, LLC, dba Khan's Grill, has filed with the Planning and Zoning Commission a request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 6A, Jackson Ridge Court Subdivision Phase III – Amended Plat, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1005 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and east, and City of Pharr limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
HEALTH:	Recommends approval of the Conditional Use Permit.
DEVELOPMENT SERVICES:	Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.
DATE SUBMITTED:
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.1.
DATE SUBMITTED: July 27, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Salinas Engineering & Associates, representing Maria Del Carmen Pacheco, Manager for Encarlen, LTD., A Texas Limited Partnership, is requesting final plat approval of the proposed Villa España Estates Phase V Subdivision. The property is legally described as being a 0.22 acre tract of land, more or less, out of and forming a part of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2500 Block of South Salamanca Street. SUB#230203 **This item supports EV - Economic Vitality.**

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue: Salinas Engineering & Associates, representing Maria Del Carmen Pacheco, Manager for Encarlen, LTD., A Texas Limited Partnership, is requesting final plat approval of the proposed Villa España Estates Phase V Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Villa España Estates Phase V Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Villa Espana Estates Phase V Subdivision at their meeting on July 24, 2023. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
City Management Office	Final Approval - 7/27/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, AUGUST 07, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, INTERIM CITY MANAGER

SUBJECT: VILLA ESPAÑA ESTATES PHASE V SUBDIVISION
FILE NO. **SUB#230203**

GENERAL INFORMATION:

APPLICANT: Salinas Engineering & Associates, representing Maria Del Carmen Pacheco, Manager for Encarlen, LTD., A Texas Limited Partnership., is requesting final plat approval of the proposed Villa España Estates Phase V Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.22 acre tract of land, more or less, out of and forming a part of Lot 8, Block 9, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 25000 Block of S. Salamanca St.

ZONING: The property is currently zoned Residential Townhouse District (R-TH). The adjacent zones are Single Family Residential District (R-1) to the east and south, General Business District (C) to the north and west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Townhouses.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Villa España Estates Phase V Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. In compliance.

EASEMENTS: 1. In compliance.

SIDEWALK: 1. In compliance.
ADA:

FIRE PROTECTION: 1. In compliance.

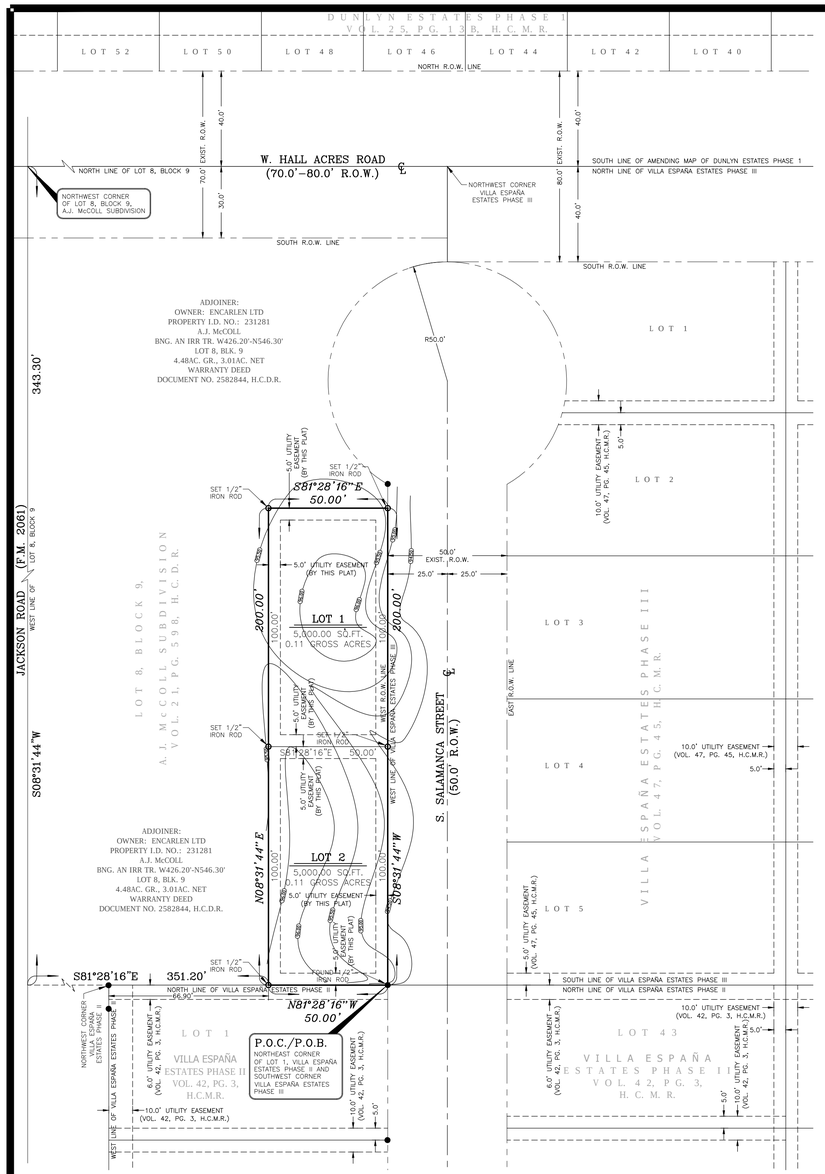
WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Villa España Estates Phase V Subdivision at their meeting on July 24, 2023.



SCALE: 1" = 30'

LEGEND

●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.O.R.	HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS

VILLA ESPAÑA ESTATES PHASE V

BEING A 0.22 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 8, BLOCK 9, A.J. McCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____,

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

GENERAL PLAT NOTES:

1. MINIMUM BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B"
   COMMUNITY PANEL NO. 480334 0425 C
   EFFECTIVE NOVEMBER 16, 1982.
   AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
3. THIS SUBDIVISION PLAT SHALL BE REQUIRED TO DETAIN A TOTAL OF 2,012.82 CUBIC FEET, OR, 0.05 ACRE-FEET OF DRAINAGE RUNOFF VOLUME.
4. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF THE CURB OF ROAD LOCATED AT THE CENTER OF EACH LOT.
5. ONLY ONE SINGLE-FAMILY DWELLING UNIT PER LOT.
6. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION EQUIPMENT.
7. BENCHMARK NOTE:
   NORTHING: 16586801.502, EASTING: 1080652.665 – CITY OF PHARR BENCHMARK MONUMENT NO. 27. BENCHMARK LOCATED ALONG HALL ACRES ROAD AND EAST OF S. JACKSON ROAD (F.M. 2061). BENCHMARK ELEV.= 95.63
8. A 5 FT. ADA COMPLIANT SIDEWALK AND LANDINGS, IF APPLICABLE, WILL BE REQUIRED ALONG THE WEST SIDE OF SALAMANCA STREET AT BUILDING PERMIT STAGE.
9. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
10. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
11. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE SYSTEM (TPDES).
12. OWNERS ARE TO MAINTAIN RIGHT-OF-WAY, DETENTION/RETENTION AREAS.
13. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.02 ACRES AND A VOLUME OF APPROXIMATELY 0.05 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ENCARLEN, LTD.,	5518 N. McCOLL ROAD	McALLEN, TEXAS 78504	(956) 605-2127	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), MARIA DEL CARMEN PACHECO, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VILLA ESPAÑA ESTATES PHASE V, TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____

OWNER: ENCARLEN, LTD., A TEXAS LIMITED PARTNERSHIP
MARIA DEL CARMEN PACHECO, MANAGER
5518 N. McCOLL ROAD
McALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA DEL CARMEN PACHECO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023 A.D.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT OF VILLA ESPAÑA ESTATES PHASE V, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 2023.

_____
PLANNING AND ZONING COMMISSION CHAIRMAN
DANNY WYLIE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF PHARR, TEXAS. DATE
AMBROSIO HERNANDEZ

ATTEST: _____ _____
CLERK, CITY OF PHARR, TEXAS. DATE

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, DAVID O. SALINAS, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCES AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
DAVID OMAR SALINAS
71973
REGISTERED PROFESSIONAL ENGINEER

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

STATE OF TEXAS
REGISTERED
DAVID O. SALINAS
5782
PROFESSIONAL LAND SURVEYOR

APPROVED BY DRAINAGE DISTRICT:

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 49.211(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 HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

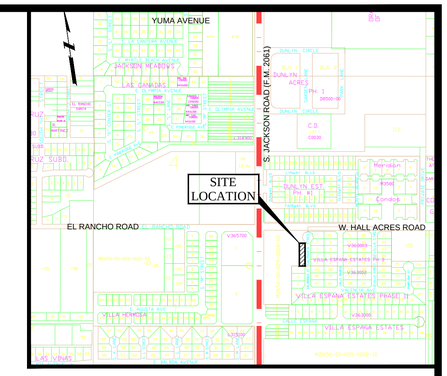
_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____ , 2023.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY



LOCATION MAP SCALE : 1" = 500'

METES AND BOUNDS DESCRIPTION

BEING A 0.22 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 8, BLOCK 9, A.J. McCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND, LOCATED NORTH OF VILLA ESPAÑA ESTATES PHASE II (VOL. 42, PG. 3, H.C.M.R.) AND ADJACENT TO VILLA ESPAÑA ESTATES PHASE III (VOL. 47, PG. 45, H.C.M.R.); SAID 0.22 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF LOT 1, VILLA ESPAÑA ESTATES PHASE II SAME BEING THE SOUTHWEST CORNER OF SAID VILLA ESPAÑA ESTATES PHASE III, AND LOCATED ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S. SALAMANCA STREET FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 81 DEGREES 28 MINUTES 16 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

SAID SET ROD IS FURTHER LOCATED SOUTH 08 DEGREES 31 MINUTES 44 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 343.30 FEET AND THENCE, SOUTH 81 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 351.20 FEET ALL FROM THE NORTHWEST CORNER OF SAID LOT 8 LOCATED AT THE INTERSECTION OF HALL ACRES ROAD AND SOUTH JACKSON ROAD;

(2) THENCE, NORTH 08 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 200.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 81 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 50.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID S. SALAMANCA STREET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 08 DEGREES 31 MINUTES 44 SECONDS WEST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID S. SALAMANCA STREET, A DISTANCE OF 200.0 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.22 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SAID VILLA ESPAÑA ESTATES, PHASE II.
N:\SUBDIVSION\PLATS\VILLAESPANAESTATES.PHASEV\0.22.011723

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF PHARR ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON MARCH 16, 2023. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

VILLA ESPAÑA ESTATES
PHASE V

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
DATE OF PREPARATION: MARCH 16, 2023
JOB NUMBER: SP-23-25937
OWNER: ENCARLEN, LTD., A TEXAS LIMITED PARTNERSHIP
MARIA DEL CARMEN PACHECO, MANAGER
5518 N. McCOLL ROAD
McALLEN, TEXAS 78504

SEA
SALINAS ENGINEERING & ASSOC.
(F-6675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78573 (512) 239-5263

Proposed Subdivision
Villa Espana Estates
Salinas Engineering & Associates

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Villa Espana Estates\MXD\S_Proposed Base.mxd

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Subject Property
- Pharr City Limit
- Pharr ETJ

Scale: 1 inch = 90 feet

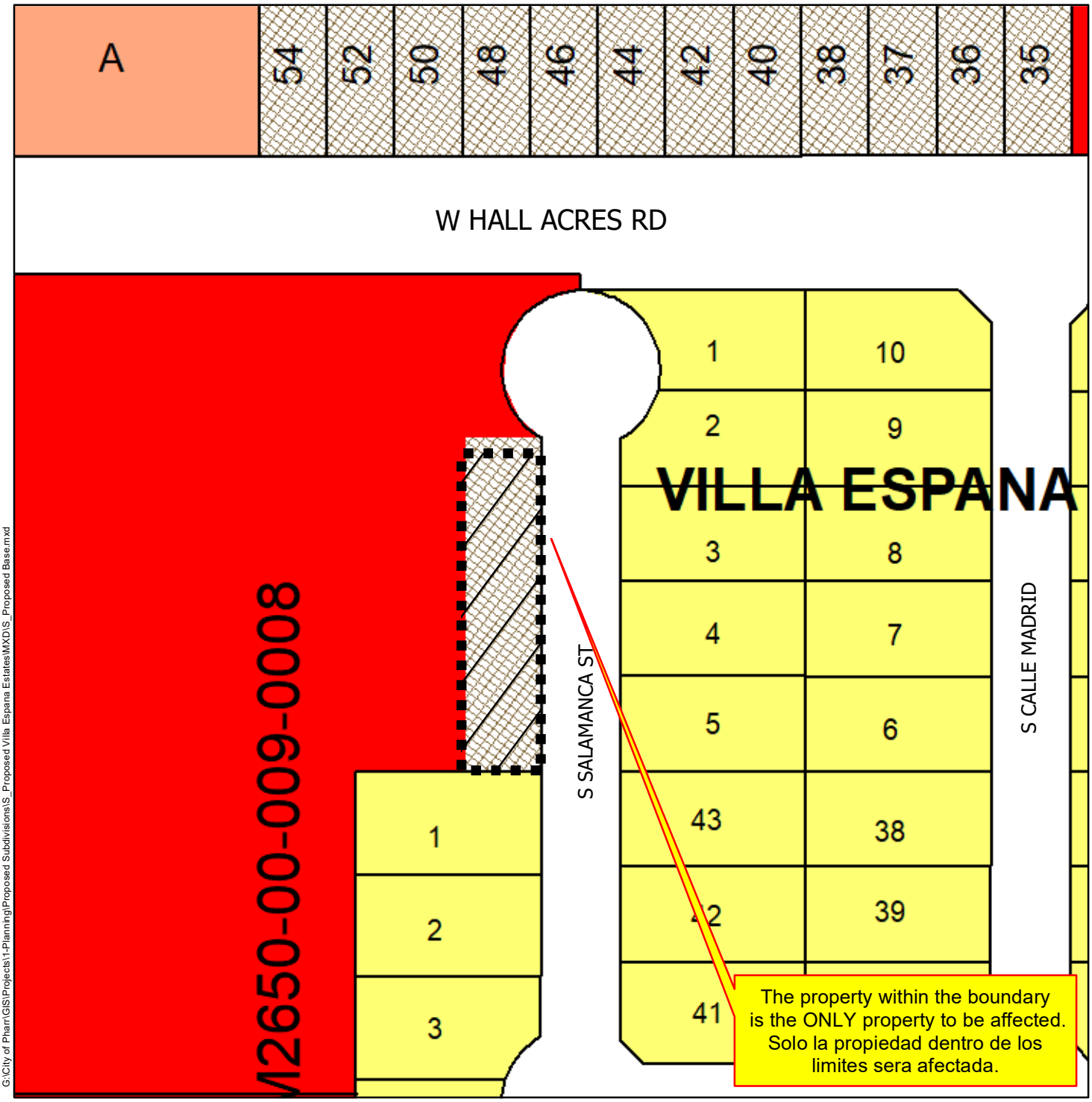
0 45 90 180 270 360 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 3/14/2023

Proposed Subdivision
Villa Espana Estates
Salinas Engineering & Associates



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Villa Espana Estates\MXD\S_Proposed Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development
Subject Property
Pharr City Limit
Pharr ETJ

Scale: 1 inch = 90 feet

0 45 90 180 270 360 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 3/14/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.2.
DATE SUBMITTED: July 27, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Supreme Engineering, PLLC, Consulting Engineers, representing Hugo De La Garza, Owner is requesting final plat approval of the proposed Gardenia Estates Subdivision. The property is legally described as being a 4.00 acre tract of land consisting of all of Lots 13 and 14, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 3000 Block of South Gardenia Street. SUB#220413 **This item supports EV - Economic Vitality.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Supreme Engineering, PLLC, Consulting Engineers, representing Hugo De La Garza, Owner is requesting final plat approval of the proposed Gardenia Estates Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Gardenia Estates Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Gardenia Estates Subdivision at their meeting on July 24, 2023. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
City Management Office	Final Approval - 8/4/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, AUGUST 07, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, INTERIM CITY MANAGER

SUBJECT: GARDENIA ESTATES SUBDIVISION
FILE NO. **SUB#220413**

GENERAL INFORMATION:

APPLICANT: Supreme Engineering, PLLC, Consulting Engineers, representing Hugo De La Garza, Owner is requesting final plat approval of the proposed Gardenia Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 4.00 acre tract of land consisting of all of Lots 13 and 14, Sing's Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located at the 3000 Blk. of South Gardenia St.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Single Family Residential District (R-1) to the north, south, east and west. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential lots.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Gardenia Estates Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:	1.	In compliance.
EASEMENTS:	1.	In compliance.
SIDEWALK: ADA:	1.	In compliance.
FIRE PROTECTION:	1.	In compliance.
WATER:	1.	In compliance.
SEWER:	1.	In compliance.
DRAINAGE:	1.	In compliance.
OTHER:	1.	In compliance.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Gardenia Estates Subdivision at their meeting on July 24, 2023.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE **CITY OF PHARR** HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DANNY WYLIE
CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE

MAYOR, CITY OF PHARR

I, THE UNDERSIGNED, MAYOR OF THE **CITY OF PHARR**, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DR. AMBROSIO HERNANDEZ, M.D.
MAYOR, **CITY OF PHARR**

DATE

ATTEST:

DATE

THE 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.

OMAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER No. 120081

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

R. MICHAEL WOOD, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5974
SURVEY FIRM No. 10194358

STATE OF TEXAS
R. MICHAEL WOOD
5974
PROFESSIONAL
LAND SURVEYOR

DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **GARDENIA ESTATES SUBDIVISION** TO THE **CITY OF PHARR**, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

HUGO A. DE LA GARZA
33 CONSTRUCTION & ENERGY LLC,
A TEXAS LIMITED LIABILITY COMPANY
2600 SALAMANCA ST.
PHARR, TEXAS 78577

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ 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 _____, 20_____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES_____

APPROVED BY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE_____ DAY OF _____ 2023.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHT OF WAY OR EASEMENTS.

PRESIDENT

SECRETARY

APPROVED BY DRAINAGE DISTRICT

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 THE TEXAS WATER CODE 49.211(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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M
GENERAL MANAGER

DATE

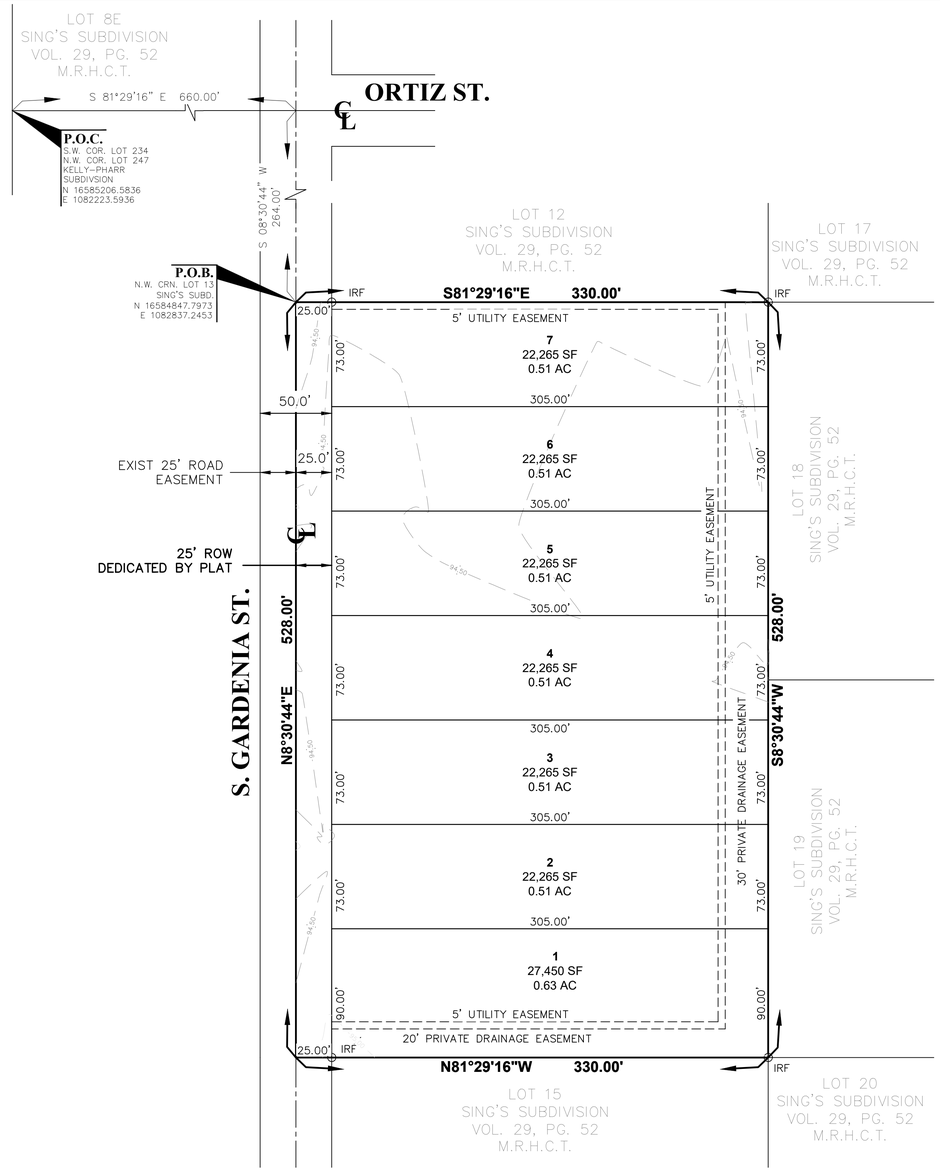
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS				
	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER:	33 CONSTRUCTION & ENERGY LLC	2600 SALAMANCA ST.	PHARR, TEXAS 78577	(956)617-0367
ENGINEER:	OMAR CANO, P.E.	410 S. JACKSON RD #2780	EDINBURG, TEXAS 78539	(956)272-2246
SURVEYOR:	R. MICHAEL WOOD, R.P.L.S.	1409 N. STUART PLACE RD., STE A	HARLINGEN, TEXAS 78552	(956)368-5074



N

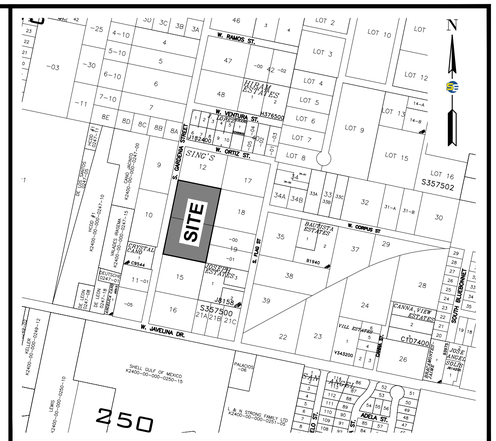
0 50' 100'

SCALE: 1" = 50'

BEARINGS ARE GRID NORTH, BASED TEXAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE (4205), NAD83 (2007)

LEGEND & ABBREVIATIONS

○ IRF	IRON ROD FOUND
● IRS	IRON ROD SET
COPEE	CITY OF PHARR EXCLUSIVE EASEMENT
SF	SQUARE FOOT
UE	UTILITY EASEMENT



LOCATION MAP
SCALE: 1" = 500'

LOCATION OF GARDENIA ESTATES SUBDIVISION WITH RESPECT TO THE CITY LIMITS OF THE PHARR MUNICIPALITY:

GARDENIA ESTATES SUBDIVISION IS LOCATED WEST FROM THE INTERSECTION OF S. CAGE BLVD. & W. JAVELINA DR. THE NEARBY MUNICIPALITY IS THE CITY OF PHARR, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR. GARDENIA ESTATES LIES WITHIN THE CITY LIMITS OF PHARR IN HIDALGO COUNTY PRECINCT No. 2. THE ESTIMATE POPULATION OF THE CITY OF PHARR IS 79,715 (2020 CENSUS) AS PER THE 2020 UNITED STATES CENSUS BUREAU.

GENERAL NOTES

1. BUILDING SETBACKS AS PER CITY ORDINANCE
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "B".

   THIS PROPERTY APPEARS TO LIE WITHIN ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEARS FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTH LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIUM SHADING) ACCORDING TO THE FLOOD INSURANCE RATE MAP OF COMMUNITY PANEL NO. 480334 0425 C, REVISED NOVEMBER 16, 1982.
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.
4. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF 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.
5. STRUCTURES ON THE LOTS MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
6. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG S. GARDENIA ST. AT THE TIME OF BUILDING PERMIT.
7. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 4.0 ACRES AND A VOLUME OF APPROXIMATELY 14,142 CUBIC FEET OR 0.32 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
9. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
10. PROPERTY OWNER/S SHALL MAINTAIN THE PERIMETER OF THE PROPERTY.
11. PROPERTY OWNER/S SHALL MAINTAIN AND NOT COVER THE PRIVATE DRAINAGE EASEMENT.
12. EROSION & SEDIMENT CONTROLS MUST BE IN ACCORDANCE WITH TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.) AND TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (T.C.E.Q.)
13. BENCHMARK: CITY OF PHARR MONUMENT No. 26 – ELEVATION 98.09. BENCHMARK IS LOCATED APPROXIMATE 1 MILE EAST OF CAGE BLVD. ALONG JAVELINA DR. (N:16584078.006 E:1080687.307)

4.00 ACRE
COUNTY OF HIDALGO}
STATE OF TEXAS}

BEING A 4.000 ACRE TRACT OF LAND CONSISTING OF ALL OF LOT 13 AND ALL OF LOT 14, SING'S SUBDIVISION AS RECORDED IN VOLUME 29, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 4.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A POINT FOR THE SOUTHWEST CORNER OF LOT 234, SAME BEING THE NORTHWEST CORNER OF LOT 247 OF KELLY-PHARR SUBDIVISION RECORDED IN VOLUME 3, PAGES 133 AND 134, OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF LOT 8E OF SAID SING'S SUBDIVISION, THENCE, SOUTH 81°29'16" EAST, ALONG THE SOUTH LINE OF SAID LOT 8E AND ALSO BEING THE INTERIOR SOUTH LINE OF SAID SING'S SUBDIVISION, AT A DISTANCE OF 660.00 FEET TO A POINT OF INTERSECTION ON THE CENTERLINE OF S. GARDENIA STREET AND ORTIZ STREET (50.00' RIGHT-OF-WAY), THENCE SOUTH 08°30'44" WEST, ALONG THE CENTERLINE OF SAID S. GARDENIA STREET, AT A DISTANCE OF 264.00 FEET TO POINT IN THE CENTERLINE OF S. GARDENIA STREET, SAME BEING AT THE NORTHWEST CORNER OF LOT 13 OF SAID SING'S SUBDIVISION, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND POINT OF BEGINNING;

THENCE, SOUTH 81°29'16" EAST, ALONG THE NORTH LINE OF LOT 13, AT A DISTANCE OF 25.00 FEET, PASS A 1 /2 INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID S. GARDENIA STREET, A TOTAL DISTANCE OF 330.00 FEET, TO A 1 /2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 13, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, SOUTH 08°30'44" WEST, ALONG THE EAST LINE OF LOT 13, AT A DISTANCE OF 264.00 FEET, PASS A 1 /2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 14, CONTINUING ALONG THE EAST LINE OF LOT 14, A TOTAL DISTANCE OF 528.00 FEET, TO A 1 /2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 14, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 81°29'16" WEST, ALONG THE SOUTH LINE OF LOT 14, AT A DISTANCE OF 305.00 FEET, PASS A 1 /2 INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID S. GARDENIA STREET, A TOTAL DISTANCE OF 330.00 FEET, TO A POINT AT THE SOUTHWEST CORNER OF LOT 14 IN THE CENTERLINE OF GARDENIA STREET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, NORTH 08°30'44" EAST, ALONG THE WEST LINE OF LOT 14, AT A DISTANCE OF 264.00 FEET, PASS THE SOUTHWEST CORNER OF LOT 13, CONTINUING ALONG THE WEST LINE OF LOT 13, A TOTAL DISTANCE OF 528.00 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID TRACT CONTAINS 4.000 ACRES, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FIRM F-21135
135 PASEO DEL PRADO, STE. 7
EDINBURG, TX 78542
(956) 403-1314

PLAT OF GARDENIA ESTATES SUBDIVISION

BEING A 4.000 ACRE TRACT OF LAND CONSISTING OF ALL OF LOT 13 AND ALL OF LOT 14, SING'S SUBDIVISION AS RECORDED IN VOLUME 29, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PREPARED:
DATE: JANUARY, 2023

Proposed Subdivision
Gardenia Estates
Supreme Engineering, PLLC

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Gardenia Estates\MXD\S_Proposed Base.mxd

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

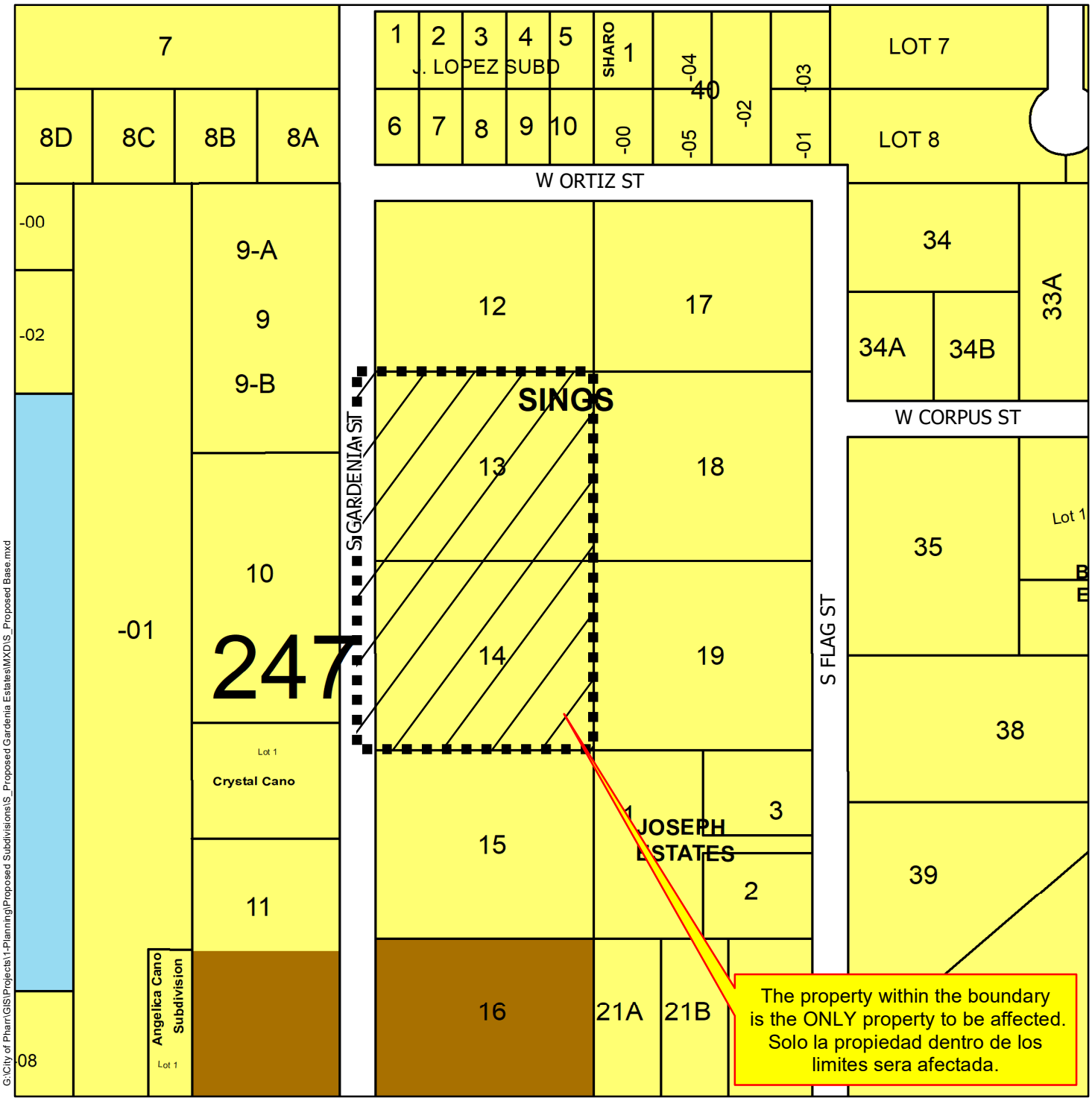
Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 5/25/2022

Proposed Subdivision
Gardenia Estates
Supreme Engineering, PLLC



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Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 5/25/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.3.
DATE SUBMITTED: July 27, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R. E. Garcia & Associates, representing Rosana Riojas, President for Rich Heritage Construction, Inc., is requesting preliminary and final plat approval of the proposed Amended Plat of Heritage Estates Subdivision. The property is legally described as being a 6.84 acre tract of land being a portion of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2200 Block of N. Sugar Road. SUB#230618 **This item supports EV - Economic Vitality.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: R. E. Garcia & Associates, representing Rosana Riojas, President for Rich Heritage Construction, Inc., is requesting preliminary and final plat approval of the proposed Amended Plat of Heritage Estates Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends preliminary and final plat approval of the proposed Amended Plat of Heritage Estates Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: **T**he Planning & Zoning Commission voted unanimously to recommend approval of the preliminary and final plat of the proposed Amended Plat of Heritage Estates Subdivision at their meeting on July 24, 2023. There were four members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
City Management Office	Final Approval - 8/4/2023

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, AUGUST 07, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, INTERIM CITY MANAGER

SUBJECT: AMENDED PLAT OF HERITAGE ESTATES SUBDIVISION
FILE NO. **SUB#230618**

GENERAL INFORMATION:

APPLICANT: R. E. Garcia & Associates, representing Rosana Riojas, President for Rich Heritage Construction, Inc., is requesting preliminary and final plat approval of the proposed Amended Plat of Heritage Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 6.84 acre tract of land being a portion of Lot 152, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 2200 Block of N. Sugar Rd.

ZONING: The property is currently zoned Residential Multifamily High Density District (R-MFHD). The adjacent zones are Single Family Residential District (R-1) and Residential Mobile Home District (R-MH) to the north, Residential Multifamily High Density District (R-MFHD) and General Business District (C) to the south and east and Agricultural Open Space District (A-O) to the west. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends preliminary and final plat approval of the proposed Amended plat of Heritage Estates Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. In compliance.

EASEMENTS: 1. In compliance.

SIDEWALK: 1. In compliance.
ADA:

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission voted unanimously to recommend approval of the preliminary and final plat of the proposed Amended plat of Heritage Estates Subdivision at their meeting on July 24, 2023.

AMENDED PLAT OF
HERITAGE ESTATES SUBDIVISION

A 6.84 ACRE TRACT OF LAND BEING A PORTION OF LOT 152, KELLY–PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3297359, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN RELEASE OF EASEMENT/RIGHT–OF–WAY RECORDED IN DOCUMENT NUMBER 3308159, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN 3308158, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: JUNE 19, 2023

SCALE IN FEET: 0 30' 60' 90'

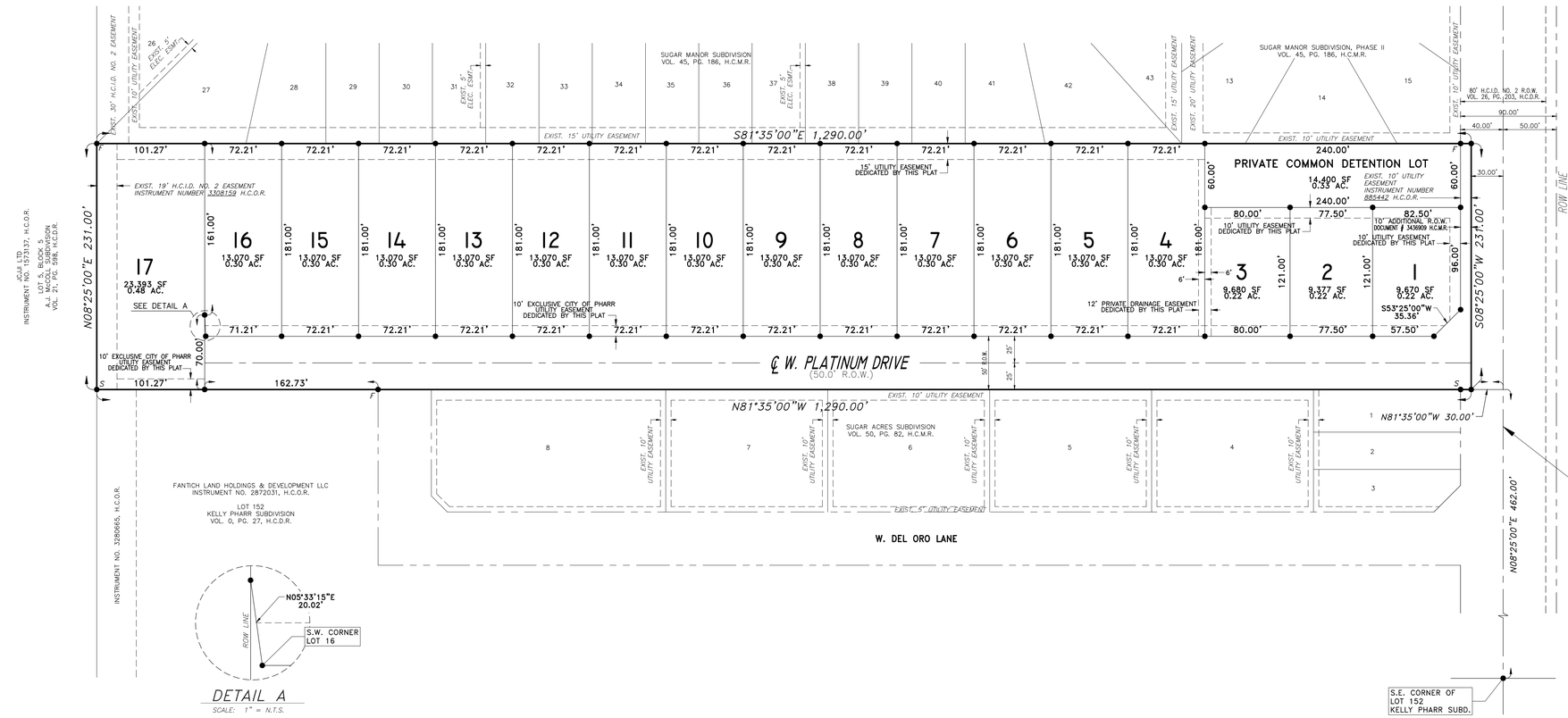
SCALE: 1" = 60'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F–5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381–1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia Associates

JOB NO.: 2021–261
DRAWN BY: D.E.S.



DETAIL A
SCALE: 1" = N.T.S.

THE COUNTY OF HIDALGO TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

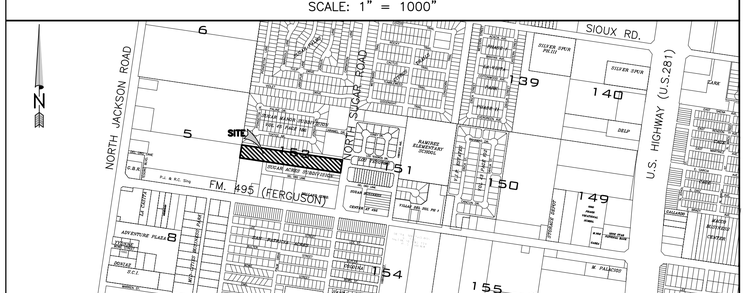
N

SCALE: 1" = 60'

BEARINGS BASED ON RECORD BEARINGS OF: SUGAR MANOR SUBDIVISION AS RECORDED IN VOLUME 45, PAGE 186, H.C.M.R.

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

LOCATION MAP
SCALE: 1" = 1000"



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY, STATE & ZIP:	PHONE NO.:
OWNER:	ROSANA RIOJAS	4910 JUNE DRIVE	EDINBURG, TX. 78539	(956) 821–8902
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381–1061
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381–1061

METES AND BOUNDS DESCRIPTION

A 6.84 ACRE TRACT OF LAND BEING A PORTION OF LOT 152, KELLY–PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3297359, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN RELEASE OF EASEMENT/RIGHT–OF–WAY RECORDED IN DOCUMENT NUMBER 3308159, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN 3308158, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT–OF–WAY LINE OF SUGAR ROAD ALSO BEING THE NORTH LINE OF SUGAR ACRES SUBDIVISION AS RECORDED IN VOLUME 50, PAGE 82, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT. SAID POINT BEARS **N08°25'00"E** **462.00** **FEET** AND **N81°35'00"W** **30.00** **FEET** FROM THE SOUTHEAST CORNER OF SAID LOT 152.

THENCE **N81°35'00"W** ALONG THE NORTH LINE OF SAID SUGAR ACRES SUBDIVISION BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 152, PASS AT 1,026.00 FEET A FOUND ONE–HALF INCH IRON ROD BEING THE NORTHWEST CORNER OF SAID SUGAR ACRES SUBDIVISION, AND CONTINUING FOR A TOTAL DISTANCE OF **1,290.00** **FEET** TO A FOUND ONE–HALF INCH IRON ROD WITH A CAP LABELED "RPLS 4204" ON THE WEST LINE OF SAID LOT 152 ALSO BEING THE EAST LINE OF LOT 5, BLOCK 5, A. J. MCCOLL SUBDIVISION AS RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THE EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 1573137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE **N08°25'00"E** **231.00** **FEET** ALONG SAID WEST LINE OF LOT 152 ALSO BEING THE EAST LINE OF SAID LOT 5, BLOCK 5, A. J. MCCOLL SUBDIVISION, ALSO BEING THE EAST LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 1573137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, TO A FOUND ONE–HALF INCH IRON ROD BEING THE SOUTHWEST CORNER OF SUGAR MANOR SUBDIVISION AS RECORDED IN VOLUME 45, PAGE 186, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE **S81°35'00"E** **1,290.00** **FEET** ALONG THE SOUTH LINE OF SAID SUGAR MANOR SUBDIVISION, BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 152, TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF SAID SUGAR ROAD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE **S08°25'00"W** **231.00** **FEET** ALONG SAID WEST RIGHT–OF–WAY LINE OF SUGAR ROAD BEING PARALLEL TO THE EAST LINE OF SAID LOT 152, TO THE POINT OF BEGINNING AND CONTAINING 6.84 ACRES OF LAND, MORE OR LESS.

PLAT NOTES & RESTRICTIONS:

1.) FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY–PANEL NO. 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD: OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE: OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

2.) BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCE.

3.) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OF THE STREET AT CENTER OF LOT.

4.) BENCHMARK NOTE: ELEVATION = 107.35 ON DISK MONUMENT LOCATED 20.00' EAST FROM THE SOUTHEAST CORNER OF SIOUX ROAD AND POISETTIA LANE. (B.M. #54 N:16605744.213 E:1084164.334)

5.) STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY **7.00** ACRES AND A VOLUME OF APPROXIMATELY **55,842** CUBIC FEET OR **1.28** ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

6.) NO STRUCTURE OR BUILDING SHALL BE PERMITTED ON 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.

7.) ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.

8.) EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).

9.) LOT OWNERS/DEVELOPER/H.O.A. (H.O.A. NUMBER 3436863) ARE TO MAINTAIN DETENTION/RETENTION AREAS (PRIVATE COMMON DETENTION LOT).

10.) LOT OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

12.) LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

13.) 5.0' FT. SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED AT TIME OF BUILDING PERMIT PHASE. INTERNAL STREET AND SUGAR ROAD SHALL REQUIRE ADA CURB RAMPS AND LANDINGS AT TIME OF SUBDIVISION CONSTRUCTION.

14.) ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

15.) ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

16.) NO ACCESS ONTO PLATINUM DRIVE FROM LOTS 1 AND 4–8 SUGAR ACRES SUBDIVISION.

17.) NO STRUCTURES SHALL BE BUILT ON COMMON DETENTION LOT.

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, **RICH HERITAGE CONSTRUCTION, INC.** OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **HERITAGE ESTATES SUBDIVISION** TO THE CITY OF PHARR AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____ DATE
ROSANA RIOJAS, PRESIDENT
RICH HERITAGE CONSTRUCTION, INC.
4910 JUNE DR. EDINBURG, TEXAS 78539

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **ROSANA RIOJAS**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2023.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE PLAN FOR THIS SUBDIVISION COMPANY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211 (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. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO
APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE _____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO.2 RIGHTS–OF–WAY OR EASEMENTS.

ATTEST:
_____ _____
PRESIDENT SECRETARY

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING & ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS THE _____ DAY OF _____ 2023

_____ _____
DANNY WYLIE DATE
CHAIRMAN, PLANNING AND ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT, CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

ATTEST:
_____ _____
CLERK, CITY OF PHARR DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **RAUL E. GARCIA**, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEY.

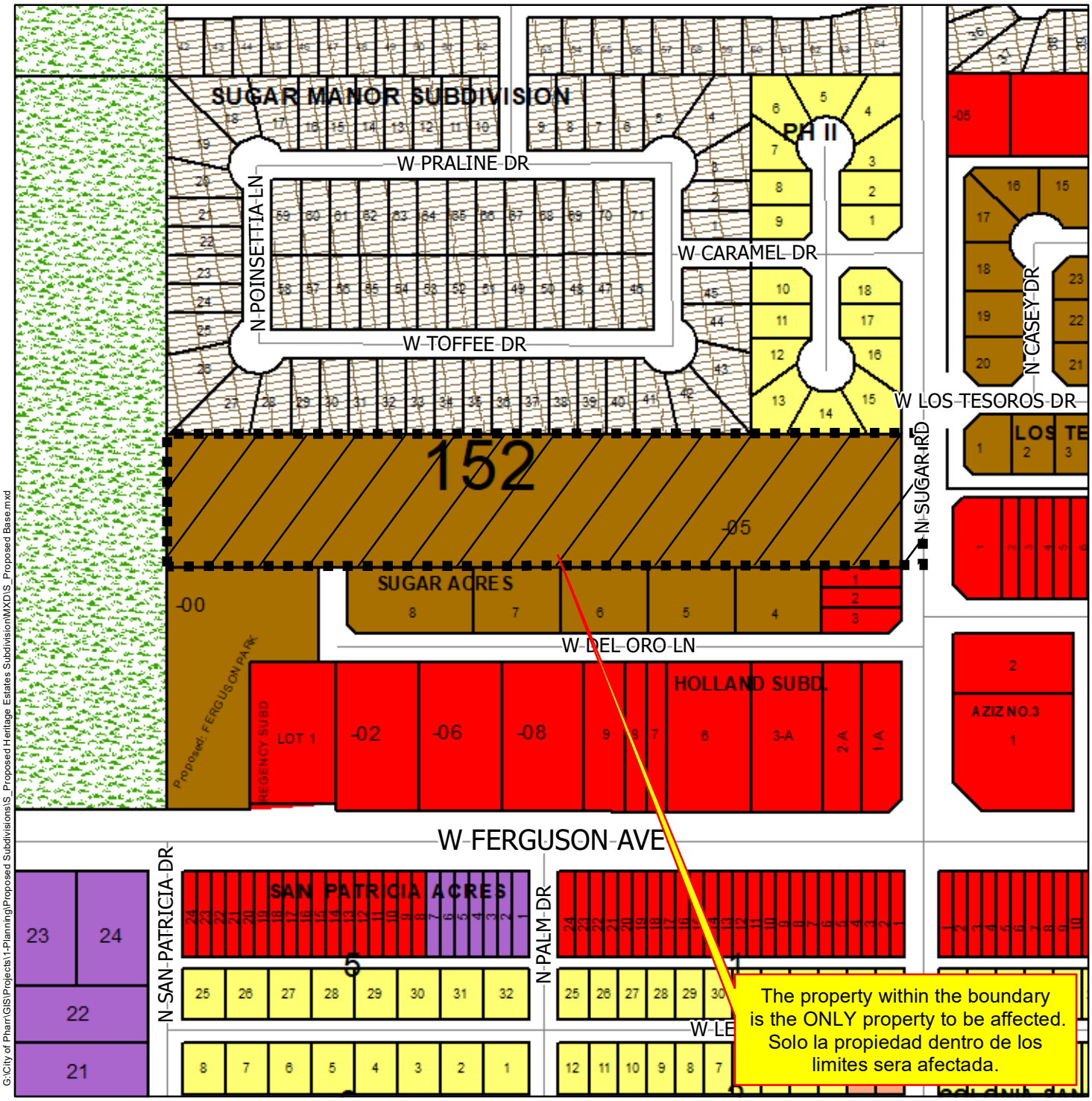
_____
REGISTERED PROFESSIONAL ENGINEER #64790

STATE OF TEXAS REGISTERED RAUL E. GARCIA 4204 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS RAUL E. GARCIA 64790 REGISTERED PROFESSIONAL ENGINEER

_____
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

Proposed Subdivision
Heritage Estates Subdivision
R.E. Garcia & Associates Engineering



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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.702.5355

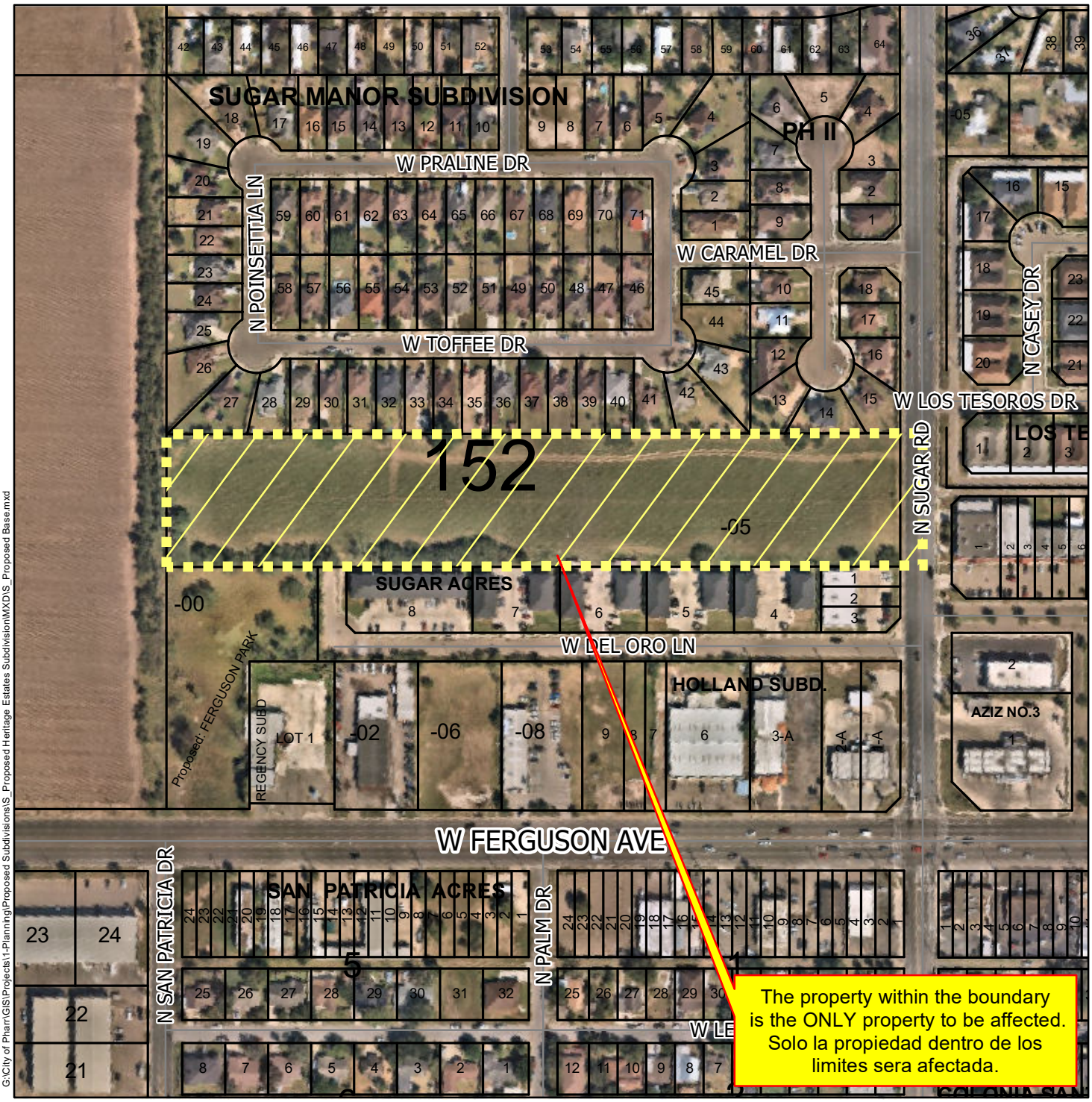
Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N W E S

Date: 6/9/2022

Proposed Subdivision
Heritage Estates Subdivision
R.E. Garcia & Associates Engineering



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Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N W E S

Date: 6/9/2022

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Ordinance authorizing the issuance of "City of Pharr, Texas Tax Notes, Series 2023" and levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the notes; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the notes; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; and providing for an effective date. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: On June 19, 2023, the Pharr City Commission approved the issuance of Tax Notes for no more than $15,000,000 to cover contractual services related to construction projects.

Fiscal Consideration: $15,000,000 to be received by the city. Debt service payment is estimated to be at $2.7 million a year for 7 years to be paid by Bridge Fund.

Staff Recommendation: Approval

Alternatives: To deny

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
City Management Office	Final Approval - 8/1/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $15,000,000* "CITY OF PHARR, TEXAS TAX NOTES, SERIES 2023" AND LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the "Act"), the City Commission of the City of Pharr, Texas (the "City") is authorized and empowered to issue notes to pay contractual obligations incurred or to be incurred for the construction of any public works; for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes; and for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents;

WHEREAS, in accordance with the provisions of the Act, the City hereby finds and determines that notes should be issued and sold at this time for the purposes described in Section 1 below; and

WHEREAS, the City hereby finds and determines that the issuance of notes is in the best interests of the citizens of the City, now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS THAT:

SECTION 1. Authorization; Designation; Principal Amount; Purpose. The notes of the City shall be and are hereby authorized to be issued as a one term note in the aggregate principal amount of $15,000,000* and shall bear the title of "CITY OF PHARR, TEXAS TAX NOTES, SERIES 2023" (the "Notes"), for the purpose of providing for the payment of contractual obligations to be incurred for (i) the construction of public works; (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes; and (iii) professional services. The Notes are being issued pursuant to the Constitution and laws of the State of Texas, particularly the Act, and this ordinance adopted by the City Commission of the City (the "City Commission") on July 17, 2023.

SECTION 2. Fully Registered Obligations; Authorized Denominations; Stated Maturities; Interest Rates; Dated Date. The Notes are issuable in fully registered form only. The Notes shall be dated July 17, 2023 (the "Dated Date") and shall become due and payable on August 15 in each of the years and in principal amount (the "Stated Maturities") and bear interest on the unpaid principal amounts from the date of initial delivery (the "Delivery Date"), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule:

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* Preliminary, subject to change.

Maturity Date (August 15)	Stated Maturity ($)	Interest Rate (%)
2024		
2025		
2026		
2027		
2028		
2029		
2030		

Upon the occurrence of a Disqualifying Event, interest on the Notes shall accrue at the Non-Bank Qualified Rate. In the event a Determination of Taxability occurs, the Notes shall bear interest at the Taxable Rate effective as of the effective date of the Determination of Taxability. Interest at the Non-Bank Qualified Rate or the Taxable Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled Interest Payment Dates.

SECTION 3. Payment of Notes; Paying Agent/Registrar. The principal of and interest on the Notes, due and payable by reason of Stated Maturity or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal and interest on the Notes shall be without exchange or collection charges to the Owner (hereinafter defined) of the Notes.

The Notes shall bear interest at the per annum rates established in Section 2 hereof, computed on the basis of a 360-day year of twelve 30-day months, and interest thereon shall be payable semiannually on February 15 and August 15 of each year (the "Interest Payment Dates") commencing February 15, 2024, while the Notes are Outstanding.

The selection and appointment of _____ to serve as the initial Paying Agent/Registrar for the Notes is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust or other office of the Paying Agent/Registrar books and records (the "Register") for the registration, payment, and transfer of the Notes, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit "A" hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Notes are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each registered owner of the Notes (the "Owner" or "Owners") by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

DRAFT

Both principal of and interest on the Notes, due and payable by reason of Stated Maturity, or otherwise, shall be payable only to the Owner appearing on the Register (hereinafter defined) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Notes, (ii) for purposes of receiving payment of principal thereof upon redemption of the Notes or at the Notes' Stated Maturity, and (iii) on any date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of the Notes for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of the Notes shall be payable to the Owner by the Paying Agent/Registrar at its corporate trust office. Interest on the Notes shall be paid to the Owner whose name appears in the Register at the close of business on the 15th calendar day of the month next preceding an Interest Payment Date for the Notes (the "Record Date") and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

If the date for the payment of the principal of or interest on the Notes shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Notes was due.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of the Notes appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Right of Prior Redemption. (a) The City reserves the right, at its option, to redeem the Notes prior to maturity, in whole, at any time, at a price equal to the principal amount of the Notes plus accrued interest to the date of redemption.

(b) Notice of any redemption shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Notes. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Notes automatically shall be redeemed, it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

[SECTION 5. Mandatory Redemption. The Notes maturing on _____ (the "Term Notes") is subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, at a redemption price equal to the principal amount of the Notes plus accrued interest to the date fixed for mandatory sinking fund redemption:

Term Note Maturing	Mandatory Redemption Dates	Principal Amounts

The particular Term Note to be mandatorily redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 1 of each year in which Term Note is to be mandatorily redeemed. The principal amount of Term Note to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Note that have been optionally redeemed on or before January 1 of such year and which have not been made the basis for a previous reduction.]

SECTION 6. Execution; Registration. The Notes shall be executed on behalf of the City by its Mayor under its seal reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Notes may be manual or facsimile. The Notes bearing the manual or facsimile signatures of individuals who were, at the time of the Delivery Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Notes to the Purchaser, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

The Notes shall not be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on the Notes either a certificate of registration substantially in the form provided in Section 8(c), executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature for the Initial Note only (defined below), or a certificate of registration substantially in the form provided in Section 8(d), executed by the Paying Agent/Registrar by manual signature for the Definitive Notes, and either such certificate upon the Notes shall be conclusive evidence, and the only evidence, that the Notes have been duly certified or registered and delivered.

SECTION 7. Registration; Transfer; Exchange of Notes; Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Register the name and address of every Owner of the Notes, or, if appropriate, the nominee thereof. The Notes may, in accordance with its terms and the terms hereof, be transferred or exchanged for a note of other authorized denominations upon the Register by the Owner, in person or by his duly authorized agent, upon surrender of the Notes to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of the Notes at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new notes of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Notes surrendered for transfer.

At the option of the Owner, the Notes may be exchanged for another note of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange upon surrender of the Notes to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever the Notes are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Notes to the Owner requesting the exchange.

A note issued upon any transfer or exchange of the Notes shall be delivered at the corporate trust or other office of the Paying Agent/Registrar, or be sent by registered mail to the Owner at its request, risk,

and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon such transfer or exchange.

All transfers or exchanges of the Notes pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

The Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof is hereby defined to be the "Predecessor Note", evidencing all or a portion, as the case may be, of the same debt evidenced by the new note registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Note shall include any note registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen note which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen note.

SECTION 8. Initial Note. The Note herein authorized shall be initially issued as a single fully registered Note in the aggregate principal amount of $15,000,000* with principal installments to become due and payable as provided in Section 2 hereof and numbered I-1 (the "Initial Note"), and the Initial Note shall be registered in the name of the Purchaser or the designee thereof. The Initial Note shall be submitted to the Office of the Attorney General of the State of Texas (the "Attorney General") for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), and delivered to the Purchaser. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor a definitive note (the "Definitive Note") of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Owners named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. (a). Forms Generally. The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Notes shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters and, numbers thereon as may, consistent herewith, be established by the City or determined by the officers executing the Notes as evidenced by their execution thereof. Any portion of the text of the Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Notes.

The Definitive Notes shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the note as evidenced by their execution thereof, but the Initial Note submitted to the Attorney General may be typewritten or photocopied or otherwise reproduced.

(b). Form of Definitive Notes.

REGISTERED	REGISTERED
NO. R-____	PRINCIPAL AMOUNT
	$_____

United States of America
State of Texas
CITY OF PHARR, TEXAS
TAX NOTES, SERIES 2023

DATED DATE	MATURITY DATE	INTEREST RATE
JULY 17, 2023		%

REGISTERED OWNER:

PRINCIPAL AMOUNT: ($_____)

THE CITY OF PHARR, TEXAS (the "City"), a body corporate and a municipal corporation, and for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the "Owner"), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of initial delivery or from the most recent interest payment date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on February 15 and August 15 of each year commencing February 15, 2024. Upon the occurrence of a Disqualifying Event, interest on the Note shall accrue at the Non-Bank Qualified Rate. In the event a Determination of Taxability occurs, the Note shall bear interest at the Taxable Rate effective as of the effective date of the Determination of Taxability. Interest at the Non-Bank Qualified Rate or the Taxable Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled Interest Payment Dates.

PRINCIPAL ON THIS NOTE shall be payable to the Owner by the Paying Agent/Registrar, executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Note (or one or more Predecessor Note, as defined in the Ordinance hereinafter referenced) whose name appears on the Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the 15th calendar day of the month next preceding each interest payment date. All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

THIS NOTE is issued as a one term note in the aggregate principal amount of $15,000,000* (the "Note") pursuant to an ordinance adopted by the governing body of the City (the "Ordinance"), for the purposes of providing for the payment of contractual obligations to be incurred for (i) the construction of public works; (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes; and (iii) professional services. The Note is being issued pursuant to the Constitution and the laws of the State of Texas, particularly Chapter 1431, Texas Government Code and the Ordinance adopted by the City Commission of the City on July 17, 2023 (the "Ordinance").

REFERENCE IS HEREBY MADE to the Ordinance, a copy of which is on file in the corporate trust or other office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Note; the terms and conditions relating to the transfer or exchange of the Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Note prior to maturity, in whole, at any time, at a price equal to the principal amount of the Note plus accrued interest to the date of redemption.

Notice of any redemption, identifying the Note, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Note. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Note automatically shall be redeemed prior, it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

[THE NOTE maturing on _____ (the "Term Note") is subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, at a redemption price equal to the principal amount of the Note plus accrued interest to the date fixed for mandatory sinking fund redemption:

Term Note Maturing	Mandatory Redemption Dates	Principal Amounts

The particular Term Note to be mandatorily redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 1 of each year in which the Term Note is to be mandatorily redeemed. The principal amount of the Term Note to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Note that has been optionally redeemed on or before January 1 of such year and which have not been made the basis for a previous reduction.]

THIS NOTE may be transferred on the Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Note of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either of them, shall treat the Owner hereof whose name appears on the Register (i) on the Record Date as the Owner for purposes of receiving payment of interest hereon, (ii) on the date of payment of principal hereof at its Stated Maturity, and (iii) on any date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the

event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the 15th business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Note in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Note does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Note by the levy of a tax as described below. The Note is payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the City and the limitations prescribed by law. In case any provision in this Note or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, this Note has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Note.

CITY OF PHARR, TEXAS

ATTEST: _____
Mayor

_____
City Secretary

(CITY SEAL)

* * *

(c). Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Note Only

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO._____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____

(COMPTROLLER'S SEAL) Comptroller of Public Accounts
of the State of Texas

(d). Form of Certificate of Paying Agent/Registrar to Appear on Definitive Note Only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued under the provisions of the within-mentioned Ordinance; the Note or Note of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____

[Name]
as Paying Agent/Registrar

By: _____
Authorized Signature

* * *

(e). Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____
/_____/_____
(Please insert Social Security or Taxpayer Identification No. of Transferee) (Please print name and address, including zip code, of Transferee)

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the

DRAFT

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

front of this Note in every particular, without alteration or enlargement or any change whatsoever.

* * *

(f). Form of Initial Note. The Initial Note shall be in the form set forth in paragraph (b) of this Section, except that the following shall replace the heading and first two paragraphs:

United States of America
State of Texas

NUMBER	AMOUNT
I-1	$15,000,000*
REGISTERED	REGISTERED

CITY OF PHARR, TEXAS
TAX NOTES, SERIES 2023

Dated Date: AUGUST 7TH, 2023

Registered Owner:

Principal Amount: FIFTEEN MILLION DOLLARS AND NO/100 ($15,000,000)*

THE CITY OF PHARR, TEXAS (the "City"), a body corporate and municipal corporation, and for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the "Owner"), or the registered assigns thereof, the Principal Amount specified above in principal amounts and interest at per annum rates in accordance with the following schedule:

(Information to be inserted from Section 2.)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of initial delivery or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2024. Upon the occurrence of a Disqualifying Event, interest on the Note shall accrue at the Non-Bank Qualified Rate. In the event a Determination of Taxability occurs, the Note shall bear interest at the Taxable Rate effective as of the effective date of the Determination of Taxability. Interest at the Non-Bank Qualified Rate or the Taxable Rate will be computed on the basis of a 360-day year of twelve 30-day months and be payable on scheduled Interest Payment Dates.

PRINCIPAL ON THIS NOTE shall be payable to the Owner by the Paying Agent/Registrar, at the principal offices of _____ located in _____. Interest shall be payable to the Owner of this Note whose name appears on the Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the 15th calendar day of the month next preceding each interest payment date.

All payments of principal of and interest on this Note shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Owner hereof.

* * *

[END OF FORMS]

SECTION 10. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 37 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) the definitions are in addition to the terms defined elsewhere in this Ordinance; (iii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iv) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

"Authorized Official" means the Mayor, the City Secretary, the City Manager, or the Finance Director.

"Debt Service Requirement" means, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

"Delivery Date" means the date of physical delivery of the Initial Note in exchange for the payment in full by the Purchaser.

"Depository" means an official depository bank of the City.

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) City Acknowledgment: On the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) IRS Notice to City: on the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iii) IRS Notice to Owner (as hereinafter defined): on the date when the City shall receive notice from an Owner of the Notes that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner the interest on the Notes due to the occurrence of an Event of Taxability; provided, however, no Determination of Taxability shall occur under clause (ii) or (iii) of this definition unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined.

"Disqualifying Event" means during the 2023 calendar year, the City (including any subordinate entities) designates tax-exempt obligations, which, when aggregated with the Notes, will result in more than $10,000,000 of tax-exempt obligations being issued.

"Event of Taxability" means a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Notes) which has the effect of causing interest paid or payable on the Notes to become includable, in whole or in part, in the gross income of an Owner of a Bond thereof for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Notes to become includable, in whole or in part, in the gross income of such Owner or former Owner thereof for federal income tax purposes.

"Government Securities" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Non-Bank Qualified Rate" means ____%.

"Note Fund" means the special Fund created and established by the provisions of Section 10 of this Ordinance.

"Outstanding" means when used in this Ordinance with respect to Notes shall mean, as of the date of determination, the Notes issued and delivered under this Ordinance, except: (a) a Note canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation; (b) a Note for which payment has been duly provided by the City in accordance with the provisions of Section 21 of this Ordinance; and (c) a Note that has been mutilated, destroyed, lost, or stolen and a replacement Note has been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

"Owner or Owners" means the registered owner, whose name appears in the Register, for the Notes.

"Purchaser" means the initial purchaser of the named in Section 19 of this Ordinance.

"Stated Maturity" means the annual principal payments of the Notes payable on August 15 of each year, as set forth in Section 2 of this Ordinance.

"Taxable Rate" means _____%.

SECTION 11. Creation of Funds. (a) Notes Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Notes, there shall be and is hereby created a special Fund to be designated "TAX NOTES, SERIES 2023, INTEREST AND SINKING FUND" (the "Notes Fund"), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials are hereby authorized and directed to make withdrawals from the Notes Fund sufficient to pay the principal of and interest on the Notes as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Notes Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Notes, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Notes.

(b) Project Fund. There is hereby created, established, and confirmed on the books of the City, and accounted for separate and apart from all other funds of the City, a separate fund designated as the "City of Pharr, Texas Tax Notes Fund" (the "Project Fund"). Proceeds from the sale of the Notes, other than accrued interest, capitalized interest, and moneys, if any, for deposit to the credit of the Interest and Sinking Fund, shall be deposited to the credit of the Project Fund for use by the City for payment of all lawful costs associated with the Project, and costs of issuance of the Notes. Upon payment of all such costs, any moneys remaining on deposit in the Project Fund shall be transferred to the Interest and Sinking Fund.

(c) Investment. Money in any Fund established by this Ordinance, at the option of the City, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in such Fund shall be credited, and any losses debited, to such Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Notes.

SECTION 12. Tax Levy. To provide for the payment of the Debt Service Requirements on the Notes being (i) the interest on the Notes and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Notes or any interest thereon shall remain

Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Notes Fund and are thereafter pledged to the payment of the Notes. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

SECTION 13. Deposits to Notes Fund; Excess Notes Proceeds. The City hereby covenants and agrees to cause to be deposited in the Notes Fund prior to a principal and interest payment date for the Notes, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchaser of the Notes shall be deposited to the Notes Fund. In addition, any surplus proceeds from the sale of the Notes, including investment income thereon, not expended for authorized purposes, as described in Section 1 hereof, shall be deposited in the Notes Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 14. Security of Funds. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 15. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Notes Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Owners of the Notes shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 16. Notices to Owners; Waiver. Wherever this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owners, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with

respect to all other Owners. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17. Cancellation. A Note surrendered for transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by Paying Agent/Registrar and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Note previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and any Note so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 18. Mutilated, Destroyed, Lost, and Stolen Notes. If (1) any mutilated Note is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Note, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Note has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Note, a new Note of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note or payment in lieu thereof, under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Note shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Note.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Note.

SECTION 19. Sale of the Notes; Authorization of Purchase and Investment Letter; Use of Proceeds; Approval of Placement Agent Agreement. (a) The Notes authorized by this Ordinance are hereby sold by the City to _____ (the "Purchaser"), in accordance with the provisions of a Purchase and Investment Letter (the "Purchase and Investment Letter"), attached hereto as Exhibit "B" and incorporated herein by reference as a part of this Ordinance for all purposes. The pricing and terms of the sale of the Notes is hereby found and determined to be the most advantageous reasonably obtainable by the City. The Initial Note shall be registered in the name of the Purchaser. Each Authorized Official is hereby authorized and directed to execute the Purchase and Investment Letter for and on behalf of the City and as the act and deed of the City Commission and in regard to the approval and execution of the

Purchase and Investment Letter, the City Commission hereby finds, determines, and declares that the representations, warranties, and agreements of the City contained in the Purchase and Investment Letter are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Notes shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase and Investment Letter.

Proceeds from the sale of the Notes (after paying costs of issuance and Purchaser's compensation) shall be deposited into the Project Fund. This Project Fund shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the Project Fund pending completion of construction or acquisition of the Projects shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Ordinance.

(b) Perez Law Firm, PLLC, as Bond Counsel, and PFM Financial Advisors LLC as Financial Advisors to the City in connection with the issuance, sale and delivery of the Notes are hereby authorized to act on behalf of the City and prepare all documents necessary and related to the issuance of the Notes and to perform any other services incidental or related to the issuance of the Notes.

SECTION 20. Covenants to Maintain Tax-Exempt Status. (a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Delivery Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary, or final Income Tax Regulation designed to supplement, amend, or replace the specific Regulation referenced.

"Yield" of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) the Notes means the yield as calculated pursuant to Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on the Notes to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on the Notes, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except to the extent that it will not cause the Notes to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

(i) exclusively own, operate, and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent that it will not cause the Notes to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (i) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (ii) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (iii) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent that it will cause the Notes to become "private activity bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Notes by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Notes Fund or its general fund, as permitted by applicable Texas statute, or any regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a

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smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Notes Not Hedge Bonds.

(i) The City reasonably expects to spend at least 85% of the spendable proceeds of the Notes within three years after such Notes are issued.

(ii) Not more than 50% of the proceeds of the Notes will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

(k) Elections. The City hereby directs and authorizes the Mayor, City Manager, City Attorney, or City Secretary, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Federal Tax Certificate or similar or other appropriate certificate, form, or document. Such elections shall be deemed to be made on the Delivery Date.

SECTION 21. Audited Financial Statements. The City will provide audited financial statements to the Purchaser within 270 days of the end of each fiscal year in which the Notes is outstanding.

SECTION 22. Control and Custody of Notes. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Notes pending their approval by the Attorney General, the registration thereof by the Comptroller, and the delivery of the Notes to the Purchaser.

Furthermore, the Authorized Officials, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Notes, the approval of the Attorney General and their registration by the Comptroller and, together with the City's Financial Advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Note to the Purchaser and the initial exchange thereof for a Definitive Notes.

SECTION 23. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

The Notes, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, at the Stated Maturity thereof. The City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the

Notes to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three years after the Stated Maturity or applicable redemption date of the Notes such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 24. Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to its being furnished a final opinion of the Perez Law Firm, PLLC, as Bond Counsel, concerning certain legal matters as to the Notes, said opinion to be dated and delivered as of the date of initial delivery and payment for such Notes. Printing of a true and correct copy of this opinion on the reverse side of the Notes, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may not be printed or typed on the Definitive Notes.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments; Outstanding Notes. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Notes. This Ordinance shall constitute a contract with the Owners from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Owners holding a majority in aggregate principal amount of the Notes then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided; however, that, without the consent of all Owners of Outstanding Note, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Owners.

SECTION 29. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be

considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 30. Authorization of Paying Agent/Registrar Agreement. The City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Notes. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit "A" and is incorporated by reference to the provisions of this Ordinance.

SECTION 31. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the proceeds of ad valorem taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Notes are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Notes a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

SECTION 32. No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on the Notes or for any claim based thereon or on this Ordinance against any official of the City or any person executing the Notes.

SECTION 33. Continuing Disclosure Undertaking. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Exemption. The Notes are being sold pursuant to a private placement with the Purchaser in denominations of $100,000 or any integral multiple of $1,000 in excess thereof and, to less than 35 sophisticated investors; therefore, the Rule is not applicable to the offering of the Notes. Accordingly, no contract to provide continuing disclosure information after the issuance of the Notes has been made by the City with investors in the Notes.

SECTION 34. Book-Entry Only System. Initially the Purchaser will take physical delivery of the Notes. If the City decides to use a book-entry system, the Notes will be registered so as to participate in a securities depository system (the "DTC System") with The Depository Trust Company, New York, New York, or any successor entity thereto ("DTC"), as set forth herein. The Definitive Notes shall be issued in the form of a separate single Definitive Notes. Upon issuance, the ownership of the Definitive Notes shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the outstanding Definitive Notes shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including a "Letter of Representations" (the "Representations Letter").

With respect to the Definitive Notes registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Definitive Notes from time to time as securities depository (a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Definitive Notes (an "Indirect Participant"). Without limiting the immediately

preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Definitive Notes, or (ii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than an Owner of the Definitive Notes, of any amount with respect to principal of or interest on the Definitive Notes. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Definitive Notes evidencing the obligation of the City to make payments of principal of and interest on the Definitive Notes pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter, (b) the Representations Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Definitive Notes that they be able to obtain a certificated Definitive Notes, the City shall notify the Paying Agent/Registrar, DTC, and Depository Participants of the availability within a reasonable period of time through DTC of certificated Definitive Notes, and the Definitive Notes shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Definitive Notes shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Definitive Notes may be registered in whatever names the Owners of the Definitive Notes transferring or exchanging the Definitive Notes shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Definitive Notes is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Definitive Notes and all notices with respect to such Definitive Notes shall be made and given, respectively, in the manner provided in the Representations Letter.

SECTION 35. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Notes, the Purchase and Investment Letter, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Notes, Authorized Officials and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Notes by the Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 36. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of proceedings authorizing the Notes and that, based

upon the principal amount of the Notes, such fee is $15,000.00*. Bond Counsel is accommodating the City by paying such fee upon submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Notes is ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such payment with proceeds of the Notes.

SECTION 37. Miscellaneous Provisions.

(a) Incorporation of Preamble. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstances shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) Open Meeting. The City officially finds and determines the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

* * *

* Preliminary, subject to change.

PASSED AND APPROVED BY THE CITY COMMISSION OF CITY OF PHARR, TEXAS this 7th day of August, 2023, at which meeting a quorum was present.

_____
Mayor, City of Pharr, Texas

ATTEST:

_____
City Secretary, City of Pharr, Texas

(CITY SEAL)

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EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

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EXHIBIT B

PURCHASE AND INVESTMENT LETTER

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: August 4, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration, if any, on Ordinance amending Ordinance No. O-2022-37 for budget amendment to the Fiscal Year 2022-2023 budget. (***Adoption on One Reading***) **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be compliance with GFOA, Auditing requirements and Texas Local Government Code.

Fiscal Consideration: N/A

Staff Recommendation: To Approve

Alternatives: Not to approve

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Karla Saavedra	Created/Initiated - 8/4/2023
Karla Saavedra	Approved - 8/4/2023
Ricardo Rodriguez	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

CITY OF PHARR, TEXAS
BUDGET YEAR 22-23- BUDGET AMENDMENT #1
DETAILED AMENDMENT ACTIVITY

				GENERAL FUND		
REVENUES:					REF	
01	4	4880	Financing Debt Funds	$ 165,000		To allocate funds for Fire Department equipment lease expenditure (per GASB 87)
01	4	4113-00	Sales Taxes	$ (1,000,000)		To reflect less sales tax collections than originally budgeted
			Total Revenues Increase/(Decrease)	**$ (835,000)**		
EXPENDITURES:						
01	510	1100	Salaries	$ 321,000		To ratify Deputy City Manager retirement annual and sick leave payout
01	510	1105	FICA	$ 24,600		To ratify Deputy City Manager retirement annual and sick leave payout
01	510	1100	Salaries	$ 128,100		To ratify Interim City Manager annual and sick leave payout
01	510	1105	FICA	$ 9,800		To ratify Interim City Manager annual and sick leave payout
01	510	1100	Salaries	$ (250,000)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1105	FICA	$ (19,200)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1106	Health Insurance	$ (7,400)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1107	Workers Comp	$ (5,000)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1108	Unemployment	$ (7,000)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1115	Retirement	$ (20,000)		To ratify elimination of (-1) Deputy City Manager Position
01	510	1100	Salaries	$ 37,500		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1105	FICA	$ 2,900		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1106	Health Insurance	$ 1,900		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1107	Workers Comp	$ 800		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1108	Unemployment	$ 1,100		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1115	Retirement	$ 100		To ratify addition of (1) FTE of Assistant City Manager of $150,000 for the reminaing of the FY
01	510	1100	Salaries	$ 15,000		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1105	FICA	$ 1,200		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1106	Health Insurance	$ 1,900		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1107	Workers Comp	$ 300		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1108	Unemployment	$ 500		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1115	Retirement	$ 1,200		To ratify addition of (1) FTE of Internal Affairs Specialist Position at $60,000 for the remaining of the FY
01	510	1100	Salaries	$ 90,000		To ratify addition of (1) FTE of Health Department Director
01	510	1105	FICA	$ 6,900		To ratify addition of (1) FTE of Health Department Director
01	510	1106	Health Insurance	$ 7,400		To ratify addition of (1) FTE of Health Department Director
01	510	1107	Workers Comp	$ 1,800		To ratify addition of (1) FTE of Health Department Director
01	510	1108	Unemployment	$ 2,600		To ratify addition of (1) FTE of Health Department Director
01	510	1115	Retirement	$ 7,200		To ratify addition of (1) FTE of Health Department Director
01	510	1100	Salaries	$ 3,800		To allocate assignment pay of $15,000 for additonal City Clerk Duties to Assistant City Clerk for remaining of the year
01	510	1105	FICA	$ 300		To allocate assignment pay of $15,000 for additonal City Clerk Duties to Assistant City Clerk for remaining of the year
01	510	1107	Workers Comp	$ 100		To allocate assignment pay of $15,000 for additonal City Clerk Duties to Assistant City Clerk for remaining of the year
01	510	1108	Unemployment	$ 200		To allocate assignment pay of $15,000 for additonal City Clerk Duties to Assistant City Clerk for remaining of the year
01	510	1115	Retirement	$ 300		To allocate assignment pay of $15,000 for additonal City Clerk Duties to Assistant City Clerk for remaining of the year
01	510	1100	Salaries	$ 10,000		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	510	1105	FICA	$ 800		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	510	1106	Health Insurance	$ -		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	510	1107	Workers Comp	$ 200		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	510	1108	Unemployment	$ 300		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	510	1115	Retirement	$ 800		To ratify temporary assignment pay to Community Outreach Liaison for TeamPharr.Net duties
01	511	1100	Salaries	$ 3,300		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	511	1105	FICA	$ 300		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	511	1106	Health Insurance	$ -		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	511	1107	Workers Comp	$ 100		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	511	1108	Unemployment	$ 100		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	511	1115	Retirement	$ 300		To ratify assignment pay for Cashier Billing & Receipt Coordinator duties while actual position is in FMLA
01	512	1100	Salaries	$ 29,500		To ratify assignment pay to Crime Victim Liaison
01	512	1105	FICA	$ 2,300		To ratify assignment pay to Crime Victim Liaison
01	512	1106	Health Insurance	$ -		To ratify assignment pay to Crime Victim Liaison
01	512	1107	Workers Comp	$ 600		To ratify assignment pay to Crime Victim Liaison
01	512	1108	Unemployment	$ 900		To ratify assignment pay to Crime Victim Liaison
01	512	1115	Retirement	$ 2,400		To ratify assignment pay to Crime Victim Liaison
01	512	1100	Salaries	$ 10,000		To ratify assignment pay to TX Peer Network Coordinator
01	512	1105	FICA	$ 800		To ratify assignment pay to TX Peer Network Coordinator
01	512	1106	Health Insurance	$ -		To ratify assignment pay to TX Peer Network Coordinator
01	512	1107	Workers Comp	$ 200		To ratify assignment pay to TX Peer Network Coordinator
01	512	1108	Unemployment	$ 300		To ratify assignment pay to TX Peer Network Coordinator
01	512	1115	Retirement	$ 800		To ratify assignment pay to TX Peer Network Coordinator
01	514	1100	Salaries	$ 5,000		To ratify assignment pay to Court Clerk
01	514	1105	FICA	$ 400		To ratify assignment pay to Court Clerk
01	514	1106	Health Insurance	$ -		To ratify assignment pay to Court Clerk
01	514	1107	Workers Comp	$ 100		To ratify assignment pay to Court Clerk
01	514	1108	Unemployment	$ 200		To ratify assignment pay to Court Clerk
01	514	1115	Retirement	$ 400		To ratify assignment pay to Court Clerk
01	515	1100	Salaries	$ 2,700		To ratify reclassification of one position from Secretary to Administrative Assistant
01	515	1105	FICA	$ 300		To ratify reclassification of one position from Secretary to Administrative Assistant
01	515	1106	Health Insurance	$ -		To ratify reclassification of one position from Secretary to Administrative Assistant
01	515	1107	Workers Comp	$ 100		To ratify reclassification of one position from Secretary to Administrative Assistant
01	515	1108	Unemployment	$ 100		To ratify reclassification of one position from Secretary to Administrative Assistant
01	515	1115	Retirement	$ 300		To ratify reclassification of one position from Secretary to Administrative Assistant
01	517	1100	Salaries	$ 10,000		To ratify base pay increase to Assistant Public Works Director
01	517	1105	FICA	$ 800		To ratify base pay increase to Assistant Public Works Director
01	517	1106	Health Insurance	$ -		To ratify base pay increase to Assistant Public Works Director
01	517	1107	Workers Comp	$ 200		To ratify base pay increase to Assistant Public Works Director
01	517	1108	Unemployment	$ 300		To ratify base pay increase to Assistant Public Works Director
01	517	1115	Retirement	$ 800		To ratify base pay increase to Assistant Public Works Director
01	518	1100	Salaries	$ 50,000		To ratify addition of (1) FTE of Marketing Manager
01	518	1105	FICA	$ 3,900		To ratify addition of (1) FTE of Marketing Manager
01	518	1106	Health Insurance	$ 7,400		To ratify addition of (1) FTE of Marketing Manager
01	518	1107	Workers Comp	$ 1,000		To ratify addition of (1) FTE of Marketing Manager
01	518	1108	Unemployment	$ 1,400		To ratify addition of (1) FTE of Marketing Manager
01	518	1115	Retirement	$ 4,000		To ratify addition of (1) FTE of Marketing Manager
01	518	1100	Salaries	$ 10,000		To ratify increase in base pay to IT Director
01	518	1105	FICA	$ 800		To ratify increase in base pay to IT Director
01	518	1106	Health Insurance	$ -		To ratify increase in base pay to IT Director
01	518	1107	Workers Comp	$ 200		To ratify increase in base pay to IT Director
01	518	1108	Unemployment	$ 300		To ratify increase in base pay to IT Director
01	518	1115	Retirement	$ 800		To ratify increase in base pay to IT Director
01	519	1100	Salaries	$ 11,000		To ratify increase in base pay to Graphic Designer
01	519	1105	FICA	$ 900		To ratify increase in base pay to Graphic Designer
01	519	1106	Health Insurance	$ -		To ratify increase in base pay to Graphic Designer
01	519	1107	Workers Comp	$ 600		To ratify increase in base pay to Graphic Designer
01	519	1108	Unemployment	$ 400		To ratify increase in base pay to Graphic Designer
01	519	1115	Retirement	$ 900		To ratify increase in base pay to Graphic Designer
01	521	1100	Salaries	$ 10,000		To ratify increase in base pay to Grants Management Manager I
01	521	1105	FICA	$ 800		To ratify increase in base pay to Grants Management Manager I
01	521	1107	Workers Comp	$ 200		To ratify increase in base pay to Grants Management Manager I
01	521	1108	Unemployment	$ 300		To ratify increase in base pay to Grants Management Manager I
01	521	1115	Retirement	$ 800		To ratify increase in base pay to Grants Management Manager I
01	522	1100	Salaries	$ (22,900)		To eliminate (-1) Irrigation Technician Position
01	522	1105	FICA	$ (1,800)		To eliminate (-1) Irrigation Technician Position
01	522	1106	Health Insurance	$ (7,400)		To eliminate (-1) Irrigation Technician Position
01	522	1107	Workers Comp	$ (500)		To eliminate (-1) Irrigation Technician Position
01	522	1108	Unemployment	$ (700)		To eliminate (-1) Irrigation Technician Position
01	522	1115	Retirement	$ (1,900)		To eliminate (-1) Irrigation Technician Position
01	522	8805	Site Improvements	$ 40,500		To reallocate funds to cover for Site Improvements at the Natatorium
01	522	5530	Contractuak Services	$ (40,500)		To reallocate funds to cover for Site Improvements at the Natatorium
01	525	1100	Salaries	$ 5,000		To ratify assignment pay to PSC Director
01	525	1105	FICA	$ 400		To ratify assignment pay to PSC Director
01	525	1106	Health Insurance	$ -		To ratify assignment pay to PSC Director
01	525	1107	Workers Comp	$ 100		To ratify assignment pay to PSC Director
01	525	1108	Unemployment	$ 200		To ratify assignment pay to PSC Director
01	525	1115	Retirement	$ 400		To ratify assignment pay to PSC Director
01	527	1100	Salaries	$ 2,000		To ratify assignment pay to Compliance Clerk
01	527	1105	FICA	$ 200		To ratify assignment pay to Compliance Clerk
01	527	1106	Health Insurance	$ -		To ratify assignment pay to Compliance Clerk
01	527	1107	Workers Comp	$ 200		To ratify assignment pay to Compliance Clerk
01	527	1108	Unemployment	$ 100		To ratify assignment pay to Compliance Clerk
01	527	1115	Retirement	$ 200		To ratify assignment pay to Compliance Clerk
01	531	1100	Salaries	$ 4,000		To ratify temporary assignment pay to (2) Code Compliance Officers
01	531	1105	FICA	$ 400		To ratify temporary assignment pay to (2) Code Compliance Officers
01	531	1106	Health Insurance	$ -		To ratify temporary assignment pay to (2) Code Compliance Officers
01	531	1107	Workers Comp	$ 400		To ratify temporary assignment pay to (2) Code Compliance Officers
01	531	1108	Unemployment	$ 200		To ratify temporary assignment pay to (2) Code Compliance Officers

01	531	1115	Retirement	$ 400	To ratify temporary assignment pay to (2) Code Compliance Officers
01	510	1100	Salaries	$ 16,500	To ratify X -Mas Bonuses paid in December 2022
01	510	1105	FICA	$ 1,300	To ratify X -Mas Bonuses paid in December 2022
01	510	1107	Workers Comp	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	510	1108	Unemployment	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	510	1115	Retirement	$ 1,300	To ratify X -Mas Bonuses paid in December 2022
01	511	1100	Salaries	$ 9,000	To ratify X -Mas Bonuses paid in December 2022
01	511	1105	FICA	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	511	1107	Workers Comp	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	511	1108	Unemployment	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	511	1115	Retirement	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	512	1100	Salaries	$ 171,000	To ratify X -Mas Bonuses paid in December 2022
01	512	1105	FICA	$ 13,100	To ratify X -Mas Bonuses paid in December 2022
01	512	1107	Workers Comp	$ 3,500	To ratify X -Mas Bonuses paid in December 2022
01	512	1108	Unemployment	$ 3,500	To ratify X -Mas Bonuses paid in December 2022
01	512	1115	Retirement	$ 13,000	To ratify X -Mas Bonuses paid in December 2022
01	513	1100	Salaries	$ 2,000	To ratify X -Mas Bonuses paid in December 2022
01	513	1105	FICA	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	513	1107	Workers Comp	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	513	1108	Unemployment	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	513	1115	Retirement	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	514	1100	Salaries	$ 9,000	To ratify X -Mas Bonuses paid in December 2022
01	514	1105	FICA	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	514	1107	Workers Comp	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	514	1108	Unemployment	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	514	1115	Retirement	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	515	1100	Salaries	$ 83,500	To ratify X -Mas Bonuses paid in December 2022
01	515	1105	FICA	$ 6,400	To ratify X -Mas Bonuses paid in December 2022
01	515	1107	Workers Comp	$ 1,700	To ratify X -Mas Bonuses paid in December 2022
01	515	1108	Unemployment	$ 1,700	To ratify X -Mas Bonuses paid in December 2022
01	515	1115	Retirement	$ 6,400	To ratify X -Mas Bonuses paid in December 2022
01	517	1100	Salaries	$ 44,500	To ratify X -Mas Bonuses paid in December 2022
01	517	1105	FICA	$ 3,500	To ratify X -Mas Bonuses paid in December 2022
01	517	1107	Workers Comp	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	517	1108	Unemployment	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	517	1115	Retirement	$ 3,400	To ratify X -Mas Bonuses paid in December 2022
01	518	1100	Salaries	$ 29,000	To ratify X -Mas Bonuses paid in December 2022
01	518	1105	FICA	$ 2,300	To ratify X -Mas Bonuses paid in December 2022
01	518	1107	Workers Comp	$ 600	To ratify X -Mas Bonuses paid in December 2022
01	518	1108	Unemployment	$ 600	To ratify X -Mas Bonuses paid in December 2022
01	518	1115	Retirement	$ 2,200	To ratify X -Mas Bonuses paid in December 2022
01	519	1100	Salaries	$ 11,000	To ratify X -Mas Bonuses paid in December 2022
01	519	1105	FICA	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	519	1107	Workers Comp	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	519	1108	Unemployment	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	519	1115	Retirement	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	520	1100	Salaries	$ 25,500	To ratify X -Mas Bonuses paid in December 2022
01	520	1105	FICA	$ 2,000	To ratify X -Mas Bonuses paid in December 2022
01	520	1107	Workers Comp	$ 600	To ratify X -Mas Bonuses paid in December 2022
01	520	1108	Unemployment	$ 600	To ratify X -Mas Bonuses paid in December 2022
01	520	1115	Retirement	$ 2,000	To ratify X -Mas Bonuses paid in December 2022
01	521	1100	Salaries	$ 5,000	To ratify X -Mas Bonuses paid in December 2022
01	521	1105	FICA	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	521	1107	Workers Comp	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	521	1108	Unemployment	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	521	1115	Retirement	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	522	1100	Salaries	$ 158,500	To ratify X -Mas Bonuses paid in December 2022
01	522	1105	FICA	$ 12,200	To ratify X -Mas Bonuses paid in December 2022
01	522	1107	Workers Comp	$ 3,200	To ratify X -Mas Bonuses paid in December 2022
01	522	1108	Unemployment	$ 3,200	To ratify X -Mas Bonuses paid in December 2022
01	522	1115	Retirement	$ 12,000	To ratify X -Mas Bonuses paid in December 2022
01	523	1100	Salaries	$ 3,000	To ratify X -Mas Bonuses paid in December 2022
01	523	1105	FICA	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	523	1107	Workers Comp	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	523	1108	Unemployment	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	523	1115	Retirement	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	524	1100	Salaries	$ 1,000	To ratify X -Mas Bonuses paid in December 2022
01	524	1105	FICA	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	524	1107	Workers Comp	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	524	1108	Unemployment	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	524	1115	Retirement	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	525	1100	Salaries	$ 40,000	To ratify X -Mas Bonuses paid in December 2022
01	525	1105	FICA	$ 3,100	To ratify X -Mas Bonuses paid in December 2022
01	525	1107	Workers Comp	$ 800	To ratify X -Mas Bonuses paid in December 2022
01	525	1108	Unemployment	$ 800	To ratify X -Mas Bonuses paid in December 2022
01	525	1115	Retirement	$ 3,100	To ratify X -Mas Bonuses paid in December 2022
01	526	1100	Salaries	$ 11,000	To ratify X -Mas Bonuses paid in December 2022
01	526	1105	FICA	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	526	1107	Workers Comp	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	526	1108	Unemployment	$ 300	To ratify X -Mas Bonuses paid in December 2022
01	526	1115	Retirement	$ 900	To ratify X -Mas Bonuses paid in December 2022
01	527	1100	Salaries	$ 5,000	To ratify X -Mas Bonuses paid in December 2022
01	527	1105	FICA	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	527	1107	Workers Comp	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	527	1108	Unemployment	$ 100	To ratify X -Mas Bonuses paid in December 2022
01	527	1115	Retirement	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	528	1100	Salaries	$ 9,000	To ratify X -Mas Bonuses paid in December 2022
01	528	1105	FICA	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	528	1107	Workers Comp	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	528	1108	Unemployment	$ 200	To ratify X -Mas Bonuses paid in December 2022
01	528	1115	Retirement	$ 700	To ratify X -Mas Bonuses paid in December 2022
01	531	1100	Salaries	$ 17,000	To ratify X -Mas Bonuses paid in December 2022
01	531	1105	FICA	$ 1,400	To ratify X -Mas Bonuses paid in December 2022
01	531	1107	Workers Comp	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	531	1108	Unemployment	$ 400	To ratify X -Mas Bonuses paid in December 2022
01	531	1115	Retirement	$ 1,300	To ratify X -Mas Bonuses paid in December 2022
01	513	4401	Office Equipment Rentals	$ 62,700	To centralize City-Wide Copier Contract
01	510	4401	Office Equipment Rentals	$ (2,100)	To centralize City-Wide Copier Contract
01	511	4401	Office Equipment Rentals	$ (1,300)	To centralize City-Wide Copier Contract
01	512	4401	Office Equipment Rentals	$ (15,500)	To centralize City-Wide Copier Contract
01	514	4401	Office Equipment Rentals	$ (700)	To centralize City-Wide Copier Contract
01	515	4401	Office Equipment Rentals	$ (12,400)	To centralize City-Wide Copier Contract
01	517	4401	Office Equipment Rentals	$ (2,200)	To centralize City-Wide Copier Contract
01	518	4401	Office Equipment Rentals	$ (6,200)	To centralize City-Wide Copier Contract
01	519	4401	Office Equipment Rentals	$ (3,800)	To centralize City-Wide Copier Contract
01	520	4401	Office Equipment Rentals	$ (700)	To centralize City-Wide Copier Contract
01	521	4401	Office Equipment Rentals	$ (3,100)	To centralize City-Wide Copier Contract
01	522	4401	Office Equipment Rentals	$ (700)	To centralize City-Wide Copier Contract
01	523	4401	Office Equipment Rentals	$ (6,200)	To centralize City-Wide Copier Contract
01	524	4401	Office Equipment Rentals	$ (700)	To centralize City-Wide Copier Contract
01	525	4401	Office Equipment Rentals	$ (1,000)	To centralize City-Wide Copier Contract
01	526	4401	Office Equipment Rentals	$ (3,100)	To centralize City-Wide Copier Contract
01	527	4401	Office Equipment Rentals	$ (1,000)	To centralize City-Wide Copier Contract
01	528	4401	Office Equipment Rentals	$ (700)	To centralize City-Wide Copier Contract
01	531	4401	Office Equipment Rentals	$ (1,300)	To centralize City-Wide Copier Contract
01	515	8804	Other Equipment	$ 165,000	To allocate funds for Fire Department equipment lease expenditure (per GASB 87)
01	517	3307	Street Maintenance	$ (536,800)	To reallocate funds to cover for transfer out to CIP
01	510	1107	Insurance	$ (2,900)	To reallocate funds to cover for annual TML liability between proper accounts
01	511	1107	Insurance	$ (100)	To reallocate funds to cover for annual TML liability between proper accounts
01	512	1107	Insurance	$ (92,800)	To reallocate funds to cover for annual TML liability between proper accounts
01	513	1107	Insurance	$ (1,100)	To reallocate funds to cover for annual TML liability between proper accounts
01	514	1107	Insurance	$ (600)	To reallocate funds to cover for annual TML liability between proper accounts
01	515	1107	Insurance	$ (85,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	517	1107	Insurance	$ (60,100)	To reallocate funds to cover for annual TML liability between proper accounts
01	518	1107	Insurance	$ (300)	To reallocate funds to cover for annual TML liability between proper accounts
01	519	1107	Insurance	$ (1,100)	To reallocate funds to cover for annual TML liability between proper accounts
01	520	1107	Insurance	$ (3,700)	To reallocate funds to cover for annual TML liability between proper accounts
01	522	1107	Insurance	$ (36,600)	To reallocate funds to cover for annual TML liability between proper accounts
01	524	1107	Insurance	$ (6,700)	To reallocate funds to cover for annual TML liability between proper accounts
01	525	1107	Insurance	$ (300)	To reallocate funds to cover for annual TML liability between proper accounts
01	510	5532	Insurance	$ 17,200	To reallocate funds to cover for annual TML liability between proper accounts
01	511	5532	Insurance	$ 2,200	To reallocate funds to cover for annual TML liability between proper accounts
01	512	5532	Insurance	$ 75,000	To reallocate funds to cover for annual TML liability between proper accounts
01	513	5532	Insurance	$ (1,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	514	5532	Insurance	$ 1,000	To reallocate funds to cover for annual TML liability between proper accounts

01	515	5532	Insurance	$ (5,000)	To reallocate funds to cover for annual TML liability between proper accounts
01	517	5532	Insurance	$ 26,000	To reallocate funds to cover for annual TML liability between proper accounts
01	518	5532	Insurance	$ 12,800	To reallocate funds to cover for annual TML liability between proper accounts
01	519	5532	Insurance	$ 2,900	To reallocate funds to cover for annual TML liability between proper accounts
01	520	5532	Insurance	$ 11,800	To reallocate funds to cover for annual TML liability between proper accounts
01	522	5532	Insurance	$ 129,300	To reallocate funds to cover for annual TML liability between proper accounts
01	523	5532	Insurance	$ 1,000	To reallocate funds to cover for annual TML liability between proper accounts
01	525	5532	Insurance	$ 7,100	To reallocate funds to cover for annual TML liability between proper accounts
01	526	5532	Insurance	$ 4,400	To reallocate funds to cover for annual TML liability between proper accounts
01	528	5532	Insurance	$ 2,000	To reallocate funds to cover for annual TML liability between proper accounts
01	512	4402	Other Equipment Rentals	$ 240,000	To reallocate funds to cover for enterprise fleet rental
01	518	4402	Other Equipment Rentals	$ 27,100	To reallocate funds to cover for enterprise fleet rental
01	525	4402	Other Equipment Rentals	$ 7,600	To reallocate funds to cover for enterprise fleet rental
01	524	1100	Salaries	$ (175,000)	To ratify and reallocate funds from salaries to reflect payment settlement to City Attorney
01	524	5530	Contractual Services	$ 350,000	To ratify and reallocate funds from salaries to reflect payment settlement to City Attorney
01	530	9908	Employee Benefits	$ 50,000	To reallocate funds to cover for employee benefits
01	530	9938-007	Miss Pharr Hub Phestival	$ 15,000	To reallocate funds to cover for Miss Pharr
01	530	9938-012	Spartan Run	$ 10,000	To reallocate funds to cover for shortage of Spartan Run expenses
01	530	9973-000	Storm event	$ 61,000	To reallocate funds to cover for emergency repairs due to Storm
01	530	9980-30	Transfer Out-CDBG	$ 691,000	To allocate funds to pay back to HUD for unallowable costs found by state audit
01	530	9980-30	Transfer Out-CDBG	$ 3,800	To transfer funds to pay for X-Mas bonuses
01	530	9980-40	Transfer Out-General CIP	$ 3,183,000	To Transfer funds to cover for CIP Projects
01	530	9980-55	Transfer Out-City Garage	$ 3,800	To transfer funds to pay for X-Mas bonuses
01	530	9980-60	Transfer Out-Utility	$ 86,500	To transfer funds to pay for X-Mas bonuses
01	530	9980-62	Transfer Out-EMS	$ 62,800	To transfer funds to pay for X-Mas bonuses
01	530	9980-70	Transfer Out-Bridge	$ 28,800	To transfer funds to pay for X-Mas bonuses
01	530	9980-75	Transfer Out-Golf	$ 19,900	To transfer funds to pay for X-Mas bonuses
			Total Expenditures Increase/(Decrease)	**$ 5,597,900**	
			NET EFFECT ON GENERAL FUND:	**$ (6,432,900)**	**<---Cash Available in Bank Account**
				CDBG	
REVENUES:					
30	4	4-4883-01	Transfer IN-GF	$ 694,800	To allocate funds to pay back to HUD for unallowable costs found by state audit
			Total Revenues (Increase)/Decrease	**$ 694,800**	
EXPENSES:					
30	52600	1100	Salaries	$ 3,000	To ratify X-Mas Bonus paid in December 2022
30	52600	1105	FICA	$ 300	To ratify X-Mas Bonus paid in December 2022
30	52600	1107	Workers Comp	$ 100	To ratify X-Mas Bonus paid in December 2022
30	52600	1108	Unemployment	$ 100	To ratify X-Mas Bonus paid in December 2022
30	52600	1115	Retirement	$ 300	To ratify X-Mas Bonus paid in December 2022
30	52600	9938-000	Other Programs	$ 691,000	To allocate funds to pay back to HUD for unallowable costs found by state audit
			Total Expenditures Increase/(Decrease)	**$ 694,800**	
			NET EFFECT ON CDBG	**$ -**	
				ARPA FUND	
REVENUES:					
33	4	4711	ARPA LOCAL RELIEF FEDERAL	$ 12,824,000	To allocate ARPA Funding for TeamPharr.Net Expenses
			Total Revenues (Increase)/Decrease	**$ 12,824,000**	
EXPENSES:					
33	51000	9980-040	Transfer Out-CIP	$ 2,260,000	To allocate ARPA Funding for TeamPharr.Net Expenses
33	52500	8804	Capital Outlay	$ 10,564,000	To allocate ARPA Funding for TeamPharr.Net Expenses
			Total Expenditures Increase/(Decrease)	**$ 12,824,000**	
			NET EFFECT ON GENERAL CIP	**$ -**	
				GENERAL CIP	
REVENUES:					
40	4	4715	Interlocal Safety Pedestrian	$ 728,200	To allocate funding for Safety Pedestrian Project as per Interlocal Agreement with San Juan, Alamo and PSJA
40	4	4883-001	Transfer IN-General Fund	$ 3,183,000	To allocate funding transferred from General Fund to cover for projects funded with unrestricted cash
40	4	4883-33	Transfer IN-Covid Relief Fund	$ 2,260,000	To ratify ARPA eligible expenses reimbursement for TeamPharr.Net Material
40	4	4883-63	Transfer IN-Fiber	$ 2,800,800	To allocate reimbursement back from TeamPharr.Net on Interlocal agreement proceeds from PSJA
			Total Revenues (Increase)/Decrease	**$ 8,972,000**	
EXPENSES:					
40	51000	8901-002	TRI-CITY Pedestrian	$ 728,200	To allocate funding for Safety Pedestrian Project as per Interlocal Agreement with San Juan, Alamo and PSJA
40	51000	9980-086	Transfer Out-PEDC	$ 8,243,800	To cover for TeamPharr.Net expenses not covered with Bond Proceeds or ARPA
			Total Expenditures Increase/(Decrease)	**$ 8,972,000**	
			NET EFFECT ON GENERAL CIP	**$ -**	
				CITY GARAGE	
REVENUES:					
55	4	4-4883-01	Transfer IN-GF	$ 3,800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	**$ 3,800**	
EXPENSES:					
55	53500	1100	Salaries	$ 3,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1105	FICA	$ 300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1107	Workers Comp	$ 100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1108	Unemployment	$ 100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
55	53500	1115	Retirement	$ 300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Expenditures Increase/(Decrease)	**$ 3,800**	
			NET EFFECT ON CITY GARAGE	**$ -**	**<---No Effect**
				UTILITY FUND	
REVENUES:					
60	4	4883-01	Transfer In-General Fund	$ 86,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	**$ 86,500**	
EXPENSES:					
60	58100	1100	Salaries	$ (23,400)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1105	FICA	$ (1,800)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1106	Halth Insurance	$ (7,400)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1107	Workers Comp	$ (500)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1108	Unemployment	$ (700)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1115	Retirement	$ (1,900)	To eliminate (-1) FTE Inventory Specialist position
60	58100	1100	Salaries	$ (12,000)	To eliminate (-.5) Part Time laborer position
60	58100	1105	FICA	$ (1,000)	To eliminate (-.5) Part Time laborer position
60	58100	1107	Workers Comp	$ (300)	To eliminate (-.5) Part Time laborer position
60	58100	1108	Unemployment	$ (400)	To eliminate (-.5) Part Time laborer position
60	58100	1115	Retirement	$ (1,000)	To eliminate (-.5) Part Time laborer position
60	58100	1100	Salaries	$ 10,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1105	FICA	$ 800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1107	Workers Comp	$ 200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1108	Unemployment	$ 200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58100	1115	Retirement	$ 800	To ratify and allocate funds for Employee Christmas Bonuses including benefits

60	58200	1100	Salaries	$ 15,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1105	FICA	$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1107	Workers Comp	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1108	Unemployment	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	1115	Retirement	$ 1,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1100	Salaries	$ 27,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1105	FICA	$ 2,200	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1107	Workers Comp	$ 600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1108	Unemployment	$ 600	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58300	1115	Retirement	$ 2,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1100	Salaries	$ 19,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1105	FICA	$ 1,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1107	Workers Comp	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1108	Unemployment	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58400	1115	Retirement	$ 1,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
60	58200	2207	Chemicals	$ 50,400	To reallocate funding to Chemicals due to increased cost
			Total Expenditures Increase/(Decrease)	**$ 86,500**	
			NET EFFECT ON UTILITY FUND:	**$ -**	**<—No Effect**

EMS

REVENUES:					
62	4	4221	Intergovernmental Revenue	$ 864,400	To ratify and allocate interlocal revenue with City of San Juan
62	4	4662	Ground Revenue	$ 873,500	To reflect increase in Ground Revenue collections
62	4	4883-01	Transfer In-General Fund	$ 62,800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	**$ 1,800,700**	
EXPENSES:					
62	52500	1100	Salaries	$ 52,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1105	FICA	$ 4,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1107	Workers Comp	$ 1,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1108	Unemployment	$ 1,100	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1115	Retirement	$ 4,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
62	52500	1100	Salaries	$ (460,200)	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1105	FICA	$ (35,300)	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1107	Workers Comp	$ (9,300)	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1108	Unemployment	$ (12,900)	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1115	Retirement	$ (36,900)	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1100	Salaries	$ 532,700	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1105	FICA	$ 40,800	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1107	Workers Comp	$ 10,700	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1108	Unemployment	$ 15,000	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1115	Retirement	$ 42,700	To ratify reclassification of (12) EMT Basic to EMT Advanced
62	52500	1100	Salaries	$ 799,000	To ratify the addition of (18) EMT Advanced
62	52500	1105	FICA	$ 61,200	To ratify the addition of (18) EMT Advanced
62	52500	1106	Health Insurance	$ 133,200	To ratify the addition of (18) EMT Advanced
62	52500	1107	Workers Comp	$ 16,000	To ratify the addition of (18) EMT Advanced
62	52500	1108	Unemployment	$ 22,400	To ratify the addition of (18) EMT Advanced
62	52500	1115	Retirement	$ 64,000	To ratify the addition of (18) EMT Advanced
62	52500	1100	Salaries	$ 357,900	To ratify the addition of (6) Paramedics
62	52500	1105	FICA	$ 27,400	To ratify the addition of (6) Paramedics
62	52500	1106	Health Insurance	$ 43,800	To ratify the addition of (6) Paramedics
62	52500	1107	Workers Comp	$ 7,200	To ratify the addition of (6) Paramedics
62	52500	1108	Unemployment	$ 10,100	To ratify the addition of (6) Paramedics
62	52500	1115	Retirement	$ 28,700	To ratify the addition of (6) Paramedics
62	52500	1100	Salaries	$ 60,000	To ratify the addition of (1) Quality Assurance Control Coordinator
62	52500	1105	FICA	$ 4,600	To ratify the addition of (1) Quality Assurance Control Coordinator
62	52500	1106	Health Insurance	$ 7,400	To ratify the addition of (1) Quality Assurance Control Coordinator
62	52500	1107	Workers Comp	$ 1,200	To ratify the addition of (1) Quality Assurance Control Coordinator
62	52500	1108	Unemployment	$ 1,700	To ratify the addition of (1) Quality Assurance Control Coordinator
62	52500	1115	Retirement	$ 4,800	To ratify the addition of (1) Quality Assurance Control Coordinator
			Total Expenditures Increase/(Decrease)	**$ 1,800,700**	
			NET EFFECT ON EMS:	**$ -**	**<—No Effect**

FIBER/TEAMPHARR.NET

REVENUES:					
63	4	4680	PSJA TeamPharr.Net	$ 3,835,800	To ratify interlocal agreement for the advanced payment from PSJA to City for Fiber Services
			Total Revenues (Increase)/Decrease	**$ 3,835,800**	
63	51000	9980-01	Transfer Out-General CIP	$ 2,800,800	To allocate reimbursement back from TeamPharr.Net on Interlocal agreement proceeds from PSJA
			Total Expenditures Increase/(Decrease)	**$ 2,800,800**	
			NET EFFECT ON TEAMPHARR.NET FUND:	**$ 1,035,000**	**<—To cover for previous expenses for Operations**

BRIDGE FUND

REVENUES:					
70	4	4883-01	Transfer In-General Fund	$ 28,800	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	**$ 28,800**	
EXPENSES:					
70	51000	1100	Salaries	$ 24,000	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1105	FICA	$ 1,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1107	Workers Comp	$ 500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1108	Unemployment	$ 500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
70	51000	1115	Retirement	$ 1,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Expenditures Increase/(Decrease)	**$ 28,800**	
			NET EFFECT ON BRIDGE FUND:	**$ -**	**<—No Effect**

GOLF FUND

REVENUES:					
75	4	4661-00	Membership Fees	$ 30,000	To reflect increase in membership revenues as of May 2023
75	4	4883-01	Transfer In-General Fund	$ 19,900	To ratify and allocate funds for Employee Christmas Bonuses including benefits
			Total Revenues (Increase)/Decrease	**$ 49,900**	
EXPENSES:					
75	51000	1100	Salaries	$ 16,500	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1105	FICA	$ 1,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1107	Workers Comp	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1108	Unemployment	$ 400	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	1115	Retirement	$ 1,300	To ratify and allocate funds for Employee Christmas Bonuses including benefits
75	51000	8804	Other Equipment	$ 30,000	To allocate funding for Equipment needed
			Total Expenditures Increase/(Decrease)	**$ 49,900**	
			NET EFFECT ON GOLF FUND:	**$ -**	**<—No Effect**

ORDINANCE NO: O-2022-___

AN ORDINANCE AMENDING ORDINANCE O-2021-52; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by ¾ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum **of $5,597,900** expenditures is hereby appropriated out expenditures and **-$835,000** of revenues out of the General Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the net sum **of $694,800** expenditures is hereby appropriated out expenditures and **$694,800** of revenues out of the CDBG and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 4: That the net sum **of $12,824,000** expenditures is hereby appropriated out expenditures and **$12,824,000** of revenues out of the ARPA Relief Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 5: That the net sum **of $8,972,000** expenditures is hereby appropriated out expenditures and **$8,972,000** of revenues out of the General CIP fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 6: That the net sum **of $3,800** expenditures is hereby appropriated out

expenditures and **$3,800** of revenues out of the City Garage and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 7: That the sum **of $86,500** expenditures **and $86,500** revenues is hereby appropriated out of the Utility Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 8: That the net sum of **$1,800,700** expenditures and **$1,800,700** revenues is hereby appropriated out of the EMS and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 9: That the net sum of **$2,800,800** expenditures and **$3,835,800** revenues is hereby appropriated out of the Fiber Team Pharr.Net fund, and any net effect is appropriated. The purpose is included in the attached documents.

SECTION 10: That the sum of **$28,800** expenditures and **$28,800** revenues is hereby appropriated out of expenditures Bridge Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 11: That the sum of **$49,900** expenditures and **$49,900** revenues is hereby appropriated out of expenditures Golf Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 12: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety, and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 13: Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 14: Severability Clause

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

SECTION 15: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th of August.

CITY OF PHARR

_____
Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: July 20, 2023
MEETING DATE: August 7, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Edward Byrne Memorial Justice Assistance Grant (JAG) for the "Pharr Police First Offender Program." **This item supports SSC - Safe and Secure Community**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The Edward Byrne Memorial Justice Assistance Grant (JAG) is soliciting applications for projects that provide services for Juvenile Justice.

The department seeks to submit a grant application for funding that will allow the Pharr Police Department to create the Pharr Police Department First Offender Program. The program provides services to juvenile offenders by providing them a second chance. The Pharr Police Department intends to create diversionary opportunities, when juvenile offenders commit an offense considered to be their first offense and the offense is a non-violent offense.

Fiscal Consideration: Grant Funding

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Joel Robles	Created/Initiated - 7/20/2023
Juan Gonzalez	Approved - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
Karla Saavedra	Approved - 7/28/2023
Cynthia Garza	Approved - 7/31/2023
City Management Office	Final Approval - 7/31/2023

RESOLUTION NO. R-2023-____

Edward Byrne Memorial Justice Assistance Grant (JAG)
Program FY 2023 Local Solicitation
CFDA #16.738

WHEREAS, a resolution of the City of Pharr authorizing Police Department to apply, submit and receive a direct award grant for $23,303 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2023 Local Solicitation Application due August 31, 2023; and

WHEREAS, the Pharr Police Department (PPD) will use the grant funds to implement the Pharr First Offender Program, to be operated for the fiscal year 10-01-2023 to 09-30-2024; and

WHEREAS, the US Department of Justice, through the Edward Byrne Memorial Justice Assistance Grant (JAG), has allocated **$23,303** in grant funds to the City of Pharr Police Department for supporting law enforcement, crime prevention, and criminal justice programs; and

WHEREAS, Pharr Police Department agrees that in case of loss or misuse of the US Department of Justice (JAG) funds, the Pharr Police Department assures that the funds will be returned to the Justice Assistance Grant (JAG); and

WHEREAS, Pharr Police Department designates **the Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approve submitting the U.S. Department of Justice grant through the Edward Byrne Memorial Justice Assistance Grant (JAG) Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF AUGUST 2023.

CITY OF PHARR

_____
Mayor Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Clerk

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, _____, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing c*onstitutes a true and correct copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____day of July__, 2023, ad.*

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of July 2023, ad.

City of Pharr

_____

City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: August 3, 2023
MEETING DATE: August 7, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the I Road Bridge at the South Floodwater Channel, CSJ 0921-02-491. **This item supports IF - Infrastructure**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The proposed AFA with TxDOT is for the I Road Bridge at the South Floodwater Channel, located south of the intersection of I Road and Dicker Road. The AFA will require the City to pay a total estimated amount of $3,344 to TxDOT for review and oversight services. In addition, the City is responsible for 100% of cost overruns.

Fiscal Consideration: Initial Payment Due at AFA Approval: $344
Payment Due Before Construction: $3,000
Total Due by LG to State: $3,344

Staff Recommendation: Staff recommends approval of Resolution executing an AFA with TxDOT for the I Road Bridge at the South Floodwater Channel.

Alternatives: No alternatives if the City of Pharr wants to continue with this project as currently funded.

Exclude Material from Public Packet? No
Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 8/3/2023
Ricardo Rodriguez	Approved - 8/3/2023
Karla Saavedra	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-02-499	AFA ID	Z00004909		CFDA No.	20.205
AFA CSJs	0921-02-491				CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600			
Project Name	I Rd @ South Floodwater Channel				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Bridge Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **replacement of bridge on I Road @ South Floodwater Channel (NBI: 21-109-0-AA06-57-001) in Hidalgo County.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

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Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Environmental, Engineering, and Construction of:

- CSJ 0921-02-491: Replacement of bridge on I Road at South Floodwater Channel (NBI# 21-109-0-AA06-57-001) as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been

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contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that

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the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

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A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will

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be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

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3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Dr. Ambrosio Hernandez Typed or Printed Name
Director of Contract Services Typed or Printed Title	Mayor Typed or Printed Title
Date	Date

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TxDOT:					Federal Highway Administration:	
CCSJ #	0921-02-491	AFA ID	Z00004909		CFDA No.	20.205
AFA CSJs	0921-02-491				CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600			
Project Name	I Rd @ South Floodwater Channel				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-02-491	AFA ID	Z00004909		CFDA No.	20.205
AFA CSJs	0921-02-491				CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600			
Project Name	I Rd @ South Floodwater Channel				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs shall be allocated based on 80% Federal funding, 19.5% State Funding, and 0.5% Local Funding, until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	**$40,585**	0%	$0	0%	0%	$0	100%	100%	$40,585
Environmental (by LG)	**$28,203**	0%	$0	0%	0%	$0	100%	100%	$28,203
Construction (by LG)	**$600,000**	80%	$480,000	10%	19.5%	$117,000	10%	0.5%	$3,000
Subtotal	**$668,788**		**$480,000**			**$117,000**			**$71,788**
Engineer. Direct State Costs	**$138**	0%	$0	0%	0%	$0	100%	100%	$138
Envi. Direct State Costs	**$138**	0%	$0	0%	0%	$0	100%	100%	$138
ROW Direct State Costs	**$34**	0%	$0	0%	0%	$0	100%	100%	$34
Utility Direct State Costs	**$34**	0%	$0	0%	0%	$0	100%	100%	$34
Construction Direct State Costs	**$3,000**	0%	$0	0%	0%	$0	100%	100%	$3,000
Indirect State Costs	**$31,634**	0%	$0	100%	100%	$31,634	0%	0%	$0
Subtotal	**$34,978**		**$0**			**$31,634**			**$3,344**
TOTAL	**$703,766**		**$480,000**			**$148,634**			**$75,132**

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Initial payment by the Local Government to the State: $344
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids: $3,000
Estimated total payment by the Local Government to the State: $3,344

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-02-491	AFA ID	Z00004909		CFDA No.	20.205
AFA CSJs	0921-02-491				CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	32600			
Project Name	I Rd @ South Floodwater Channel				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

This is a placeholder document: please upload your resolution materials in place of this document

DRAFT

RESOLUTION NO. R-2023-__

ADVANCE FUNDING AGREEMENT
HIGHWAY BRIDGE PROGRAM OFF-SYSTEM
I ROAD, BRIDGE AT SOUTH FLOODWATER CHANNEL
CSJ: 0921-02-491

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **a replacement of the I Road Bridge at the South Floodwater Channel (NBI: 21-109-0-AA06-57-001)**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Highway Bridge Program Off-System, I Road Bridge at the South Floodwater Channel, CSJ: 0921-02-491; and

WHEREAS, The City of Pharr total estimated cost to the State will be **$3,344** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)* and authorizes initial payment in the amount of **$344** to the Texas Department of Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **$344** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 7th day of August 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: July 28, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 14.88 acre tract of land, out of Lot 5, Closner Subdivision, located on the southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: This is a resolution to formally accept the Petition for Voluntary Annexation for a 14.88 acre tract of land located on the southeast corner of South Veterans Boulevard and Hi-Line Road.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 7/28/2023
Ricardo Rodriguez	Approved - 7/28/2023
City Management Office	Final Approval - 7/28/2023

RESOLUTION NO. R-2023-_____

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 14.88 ACRE TRACT OF LAND, OUT OF LOT 5, CLOSNER SUBDIVISION, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND HI-LINE ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the owner(s) of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Commission finds that the subject property may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise

existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.

B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A 14.88-acre tract of land out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

B. On Monday, August 21, 2023, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

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

SECTION 4. SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place

and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF AUGUST 2023

CITY OF PHARR

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

SIERRA TITLE
CLOSER MW GF# 3195691

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed with Vendor's Lien

Date: June 23, 2023

Grantor: **FRANK SCHUSTER FARMS, INC., a Texas corporation**

Grantor's Mailing Address:

Attn: Frank J. Schuster
P.O. Box 4488
McAllen, Texas 78502

Grantee: **ZUKO FAMILY LIMITED PARTNERSHIP, a Texas limited partnership**

Grantee's Mailing Address:

1400 W. Hiline Rd.
Pharr, Hidalgo County, Texas 78577

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of **TEXAS REGIONAL BANK** in the principal amount of **ONE MILLION ONE HUNDRED NINETY-TWO THOUSAND AND 00/100THS DOLLARS ($1,192,000.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **TEXAS REGIONAL BANK** and by a first-lien deed of trust of even date, from Grantee to **MICHAEL K. LAMON, Trustee**.

Property (including any improvements):

See Exhibit "A"

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Exceptions to Conveyance and Warranty:

1. Easements and conditions as shown on the Map recorded in Volume 1, Page 56A,

Map Records of Hidalgo County, Texas, and Volume "O", Page 15, Deed Records of Hidalgo County, Texas.

2. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from Frank Schuster and Carl Schuster to Philip S. Houser, dated February 2, 1972, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 341, Page 499, Oil and Gas Lease Records Hidalgo County, Texas.
3. Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from Frank John Schuster et, al to Samedan Oil Corporation, dated January 2, 1980, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 389, Page 373, Oil and Gas Lease Records Hidalgo County, Texas.
4. Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain Deed from Frank Schuster and wife, Helen b. Schuster, to Frank Schuster Farms, Inc., dated October 1, 1974, filed October 23, 1974, recorded in Volume 1424, Page 289, Deed Records of Hidalgo County, Texas; and corrected by instrument dated August 22, 1997, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on September 18, 1997, under Clerk's File No. 624616, reference to which instrument is made for all intents and purposes.
5. Reservation of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed from Hidalgo Count Irrigation District No. 2 to Frank Schuster Farms, Inc., dated October 1, 2021, filed for record on October 4, 2021 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3269135, reference to which instrument is made for all intents and purposes.
6. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in landusage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

Grantor warrants that Grantor is lawfully seized of good and indefeasible title to the Property and has the right to convey title to the Property subject to any Reservations or Exceptions from Conveyance contained herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

THE CONVEYANCE OF THE HEREIN DESCRIBED PROPERTY SHALL BE 'AS IS', 'WHERE IS' AND 'WITH ALL FAULTS', AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE

CONDITION OF THE PROPERTY AND ITS COMPLIANCE WITH APPLICABLE LAWS, RULES OR REGULATIONS; AND THAT GRANTEE HAS RELIED SOLELY ON ITS OWN INSPECTIONS IN DETERMINING WHETHER OR NOT TO PURCHASE THE PROPERTY AND GRANTEE'S AGREEMENT TO PURCHASE THE PROPERTY 'AS IS' WAS A MATERIAL REASON FOR SELLER TO AGREE TO CONVEY THE PROPERTY TO GRANTEE.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

TEXAS REGIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of **TEXAS REGIONAL BANK** and are transferred to **TEXAS REGIONAL BANK** without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

FRANK SCHUSTER FARMS, INC., a Texas corporation

By: _____
FRANK J. SCHUSTER, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on June 23, 2023, by **FRANK J. SCHUSTER**, President of **FRANK SCHUSTER FARMS, INC., a Texas corporation,** on behalf of said corporation.

LETICIA BALDERAS NOTARY PUBLIC STATE OF TEXAS ID 6160469 EXP 03-08-2025

_____
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

Eugene R. Vaughan, III
JONES, GALLIGAN, KEY & LOZANO, L.L.P.
2300 West Pike Boulevard, Suite 300
P.O. Drawer 1247
Weslaco, Texas 78599-1247

Special Warranty Deed With Vendor's Lien
V:\Letty's Documents\Clients\ZUKO FAMILY LIMITED PARTNERSHIP\Purchase from Schuster\swdvl-2.docx

Pharr Engineering

Exhibit A
(1 of 3)

City of Pharr
Annexation Aerial

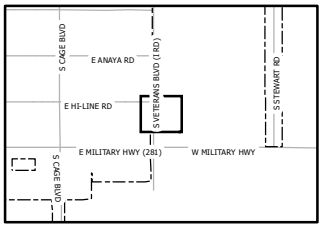
Zoning

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks

- Subject Property
- Pharr City Limit
- Pharr ETJ



Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

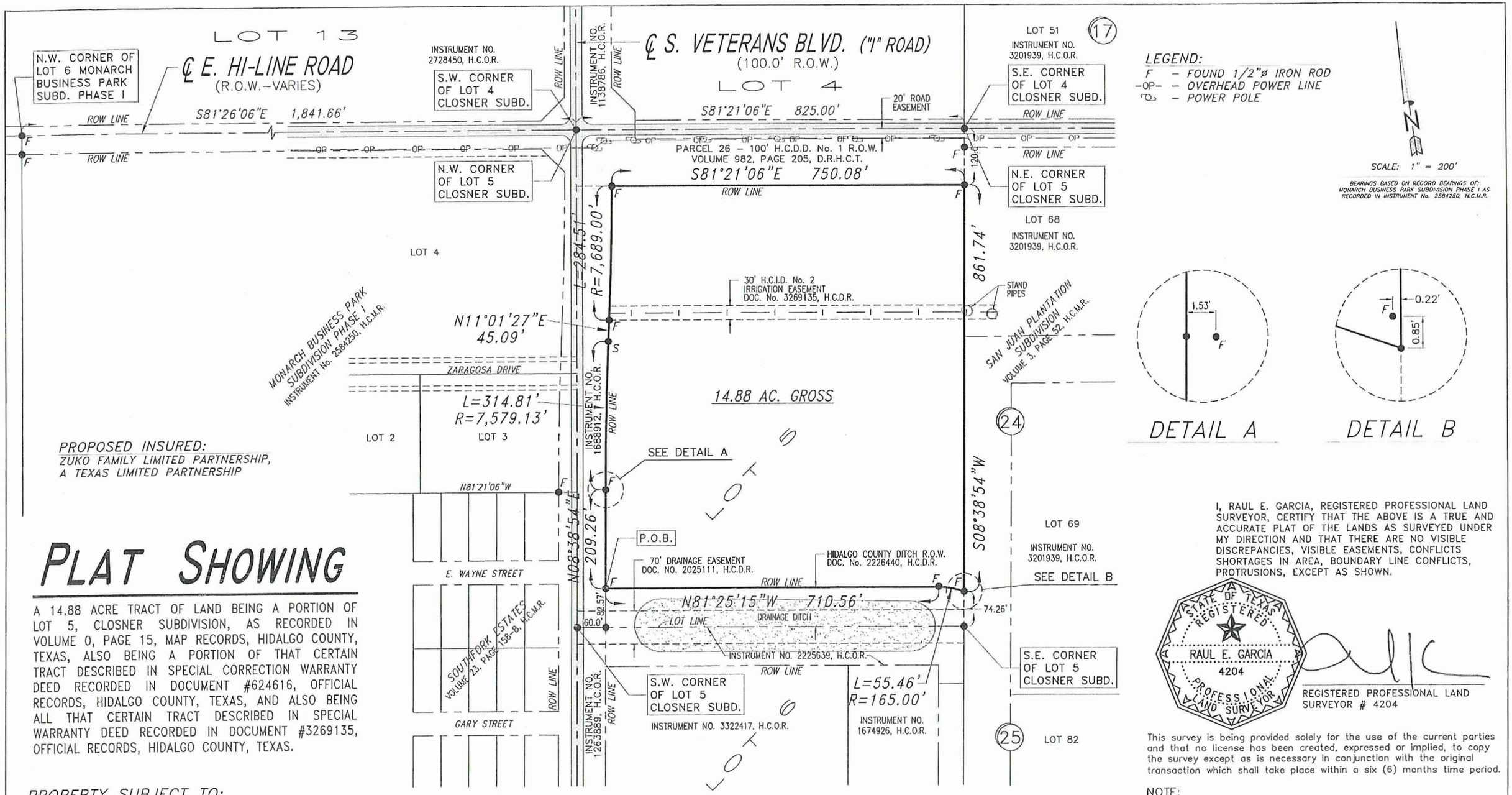
Date: 7/26/2023

EXHIBIT A (2 OF 3)

PROPERTY DESCRIPTION

1) **OWNER:** Zuko Family Limited Partnership, a Texas Limited Partnership

TRACT: A 14.88-acre tract of land out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.



PLAT SHOWING

A 14.88 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, CLOSNER SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 15, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL CORRECTION WARRANTY DEED RECORDED IN DOCUMENT #624616, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ALSO BEING ALL THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT #3269135, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PROPERTY SUBJECT TO:

STATUTORY EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 2.

EASEMENT GRANTED TO HIDALGO COUNTY, BY HIDALGO COUNTY IRRIGATION DISTRICT No. 2, DATED AUGUST 10, 2009, FILED FOR RECORD ON AUGUST 12, 2009, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, UNDER CLERK'S DOCUMENT No. 2025111.

SUBJECT TO RIGHTS OF WAY, EASEMENTS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY COMMITMENT FOR TITLE INSURANCE WITH GF NUMBER _0003195691 ISSUED BY SIERRA TITLE INSURANCE GUARANTY COMPANY, INC., EFFECTIVE DATE: OCTOBER 20, 2022.

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY–PANEL NUMBER
480334 0500 B
MAP REVISED: 01/02/1981
THIS AREA IS IN FLOOD ZONE "C"

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.

STATE OF TEXAS REGISTERED RAUL E. GARCIA 4204 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

R.E. Garcia & Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE: BOUNDARY SURVEY
DATE: JANUARY 10, 2023 REV:
JOB # 2022-242 BOOK T-158/PG.30
SCALE: 1" = 200'
DRAWN BY: E.S.

Exhibit A
(3 of 3)

EXHIBIT B

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the Southeast corner of South Veterans Boulevard and Hi-Line Road. The property is approximately **14.88 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Andres J. Zuniga and Carino Zuniga

TRACT 1: A 14.88 acre tract of land, out of Lot 5, Closner Subdivision, generally located on the Southeast corner of South Veterans Boulevard and Hi-Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the _Hidalgo County Sheriff's Office. However, upon annexation, the City of _Pharr__ Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of _Pharr_ .

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of _Pharr_ Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The ____Hidalgo___ County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

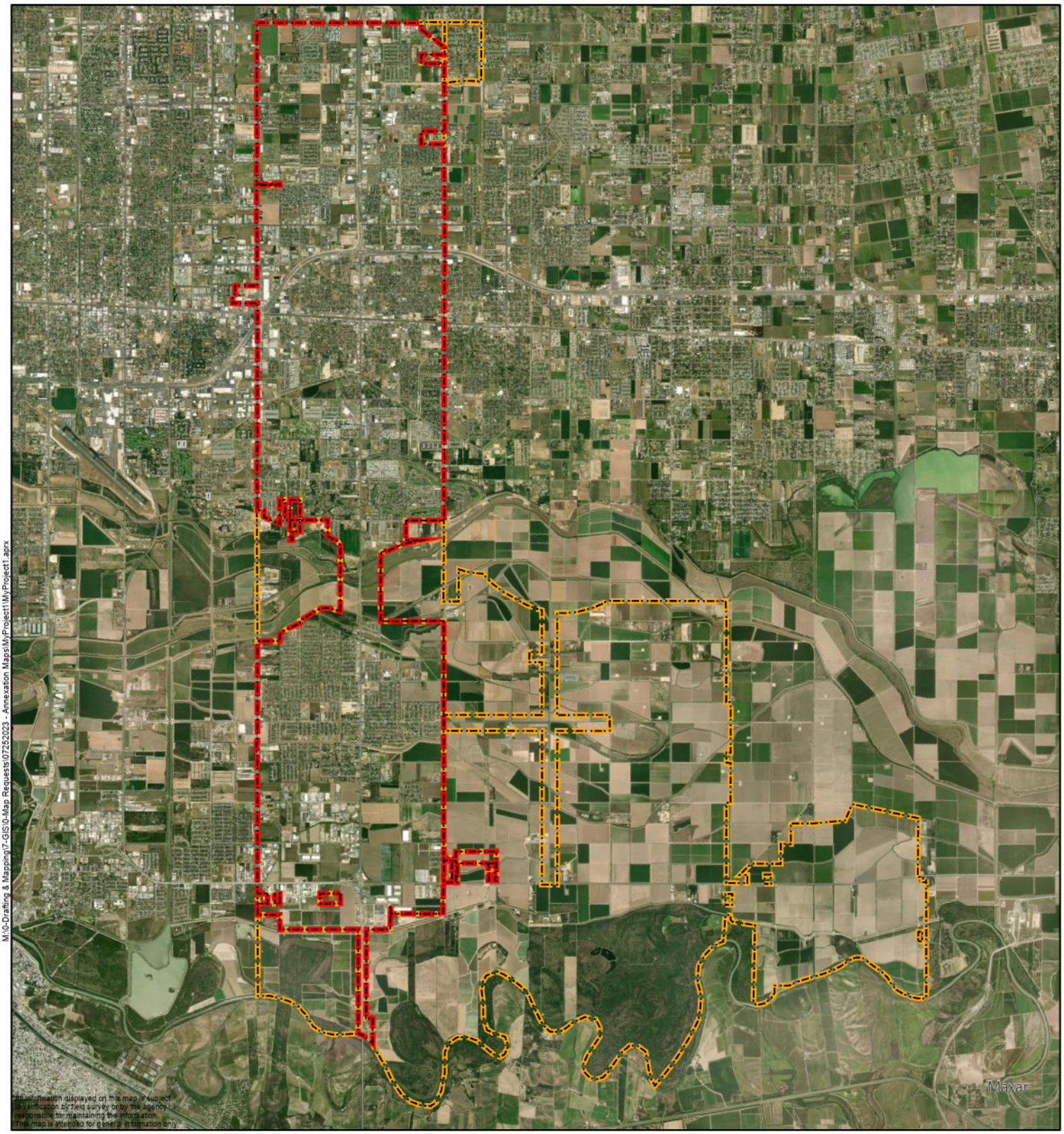
It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS

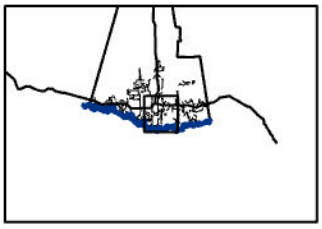
DATE	ACTION/EVENT	LEGAL AUTHORITY
June 27, 2023 August 7, 2023	Submitted petition for annexation Resolution to City Commission on accepting petition of annexation	
August 7, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for August 21, 2023 (14 days)	TLGC 43.0671
August 7, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on **<u>August 7, 2023, for publication on August 9, 2023.</u>** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing**.
August 9, 2023	Legal Notice for Public Hearing Published for the date of August 21, 2023 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
August 21, 2023	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
August 21, 2023	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
September 5, 2023 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
September 18, 2023	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

City of Pharr
Exhibit D



Pharr City Limit

Pharr ETJ



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 7/27/2023

Scale: 1:106,161

0 4,000 8,000 16,000 24,000 32,000 Feet

Pharr
Development Services

VOLUNTARY ANNEXATION PETITION
APPLICATION AND CHECKLIST

Name of Applicant: Andres J. Zuniga

Date of Submittal: 6/27/2023

Proposed Acreage to be Annexed: 14.88

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☑
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☑
A copy of the deed showing current ownership.	☑
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 ½" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☑
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☑

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

PROPERTY INFORMATION

Property Address: South East Corner of South Veterans and Hi-Line Rd.

Total Number of Acres: 14.88 Total Number of Tracts: 1

Subdivision Name: Closner Subdivision Lot(s): 5 Block(s): _____

Survey Name and Abstract No.: _____

Current Land Use: Agricultural

Proposed Land Use and Purpose of Annexation: Limited Industrial

List all qualified voting age persons living on each tract of land:

Tract #	Name	Mailing Address
N/A		

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: ZuKo Family Limited Partnership --- Andres J. Zuniga

If the property ownerships is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 1400 W Hi-Line Rd City: Pharr State: TX Zip Code: 78577

Phone No.: 956-783-9797 Cell Phone No.: 956-227-5919 Email: andres@evergreencold.com

Owner's Signature: _____ Date: 6-27-2023

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☑ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☐ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Andres J. Zuniga

Company's Name (if applicable): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone No.: _____ Cell Phone No.: _____ Email: _____

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____

Pharr
Development Services

VOLUNTARY ANNEXATION PETITION (C-3)

I, Andres J. Zuniga, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 14.88 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) Andres J. Zuniga Signature (Owner) _____

Print Name (Owner) Carino Zuniga Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Andres J. Zuniga + Carino Zuniga, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 28 day of June, 2023.

Leticia Balderas
NOTARY PUBLIC in and for the
STATE OF TEXAS

Leticia Balderas
Printed Name
My commission expires: 3-8-2025

LETICIA BALDERAS
NOTARY PUBLIC
STATE OF TEXAS
ID 6160469
EXP. 03-08-2025

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. **This item supports IF - Infrastructure**.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The Resolution presented here is to acquire easements along the south side of East Anaya Road between South Veterans and South Cage Boulevards for the construction and installation of a 24-in sanitary sewer line that is part of the South Pharr Wastewater Collection System Improvement Project. Two (2)-20-ft utility easements will be required, as well as two (2)-20-ft temporary construction easements, as depicted in the attached exhibits.

Fiscal Consideration: None at this time. An appraisal is forthcoming following approval of this item.

Staff Recommendation: Staff recommends approval of the Resolution to acquire the necessary easements for the construction and installation of a 24-inch sanitary sewer line as part of the South Pharr Wastewater Collection System Improvement Project.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: No exclusion.

ROUTING:

Kimberly Mendoza	Created/Initiated - 8/1/2023
Maria Rangel	Approved - 8/3/2023
Karla Saavedra	Approved - 8/4/2023
Ricardo Rodriguez	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

RESOLUTION NO. R-2023-____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements, and property in and about the City of Pharr in Hidalgo County, Texas; and

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS:

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements, and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION: EXHIBIT "A" (APPROXIMATELY 4.168 ACRES)

PARCEL A: 20 FT. STRIP OF LAND (0.647 OF AN ACRE, MORE OR LESS), OUT OF LOT 368, KELLY-PHARR SUBDIVISION (UTILITY EASEMENT)

PARCEL B: 20 FT. STRIP OF LAND (1.243 ACRES, MORE OR LESS), OUT OF LOTS 367 AND 368, KELLY-PHARR SUBDIVISION (TEMPORARY CONSTRUCTION EASEMENT)

PARCEL C: 20 FT. STRIP OF LAND (1.139 ACRES, MORE OR LESS), OUT OF LOTS 365 AND 366, KELLY-PHARR SUBDIVISION (UTILITY EASEMENT)

PARCEL D: 20 FT. STRIP OF LAND (1.139 ACRES, MORE OR LESS), OUT OF LOTS 365 AND 366, KELLY-PHARR SUBDIVISION (TEMPORARY CONSTRUCTION EASEMENT)

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of August, 2023.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

EXHIBIT "A"

METES AND BOUNDS
PARCELS – A & B

PARCEL-A (Utility Easement)

A 20.0-foot strip of land (0.647 of an acre of land, more or less), out of Lot 368, Kelly-Pharr Subdivision, map or plat thereof recorded in Volume 3, Pages 133 -134, Hidalgo County Map Records, Texas, reference to which is here made for all purpose, located on the South side of Anaya Road at the Southwest corner of the said Anaya Road and Veterans Boulevard (I" Road) intersection, is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a found nail on the apparent existing centerline of said Anaya Road 40.00 feet right-of-way for the apparent Northwest corner of said Lot 368; Thence, South 08 degrees 25 minutes 00 seconds West, with the apparent West lot line of said Lot 368, a distance of 40.00 feet to a point for the Northwest corner of said 0.647 of an Acre Tract, and being the **POINT OF BEGINNING (P.O.B.)** of said 0.647 of an Acre Tract of land herein described:

THENCE, South 81 degrees 35 minutes 00 seconds East, with the North lot line of said 0.647 of an Acre Tract, a distance of 1,399.96 feet to a point on the apparent existing Southwest corner clip of said Anaya Road and Veterans Boulevard intersection for the Northeast corner of said 0.647 of an Acre Tract of land herein described;

THENCE, South 36 degrees 33 minutes 00 seconds East, with said Anaya Road and Veterans Boulevard existing Southwest corner clip and the Northeast line, a distance of 28.27 feet to a point for the Southeast corner of said 0.647 of an Acre Tract of land herein described;

THENCE, North 81 degrees 35 minutes 00 seconds West, parallel to the apparent North lot line of said Lot 368 and with the South line of said 0.647 of an Acre Tract, a distance of 1,419.93 feet to a point for the Southwest corner of said 0.647 of an Acre Tract of land herein described;

THENCE, North 08 degrees 25 minutes 00 seconds East, with the West line of said 0.647 of an Acre Tract, a distance of 20.00 feet to a point for the Northwest corner of said 0.647 of an Acre Tract of land herein described, and also being the **POINT OF BEGINNING (P.O.B.),** containing a gross of 0.647 of an acre (28,198.87 square feet) of land, more or less.

PARCEL-B (Temporary Construction Easement)

A 20.0-foot strip of land (1.243 acres of land, more or less), out of Lots 367 and 368, Kelly-Pharr Subdivision, map or plat thereof recorded in Volume 3, Pages 133 -134, Hidalgo County Map Records, Texas, reference to which is here made for all purpose, located on the South side of Anaya Road at the Southwest corner of the said Anaya Road and Veterans Boulevard (I" Road) intersection, is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a found nail on the apparent existing centerline of said Anaya Road 40.00 feet right-of-way for the apparent Northwest corner of said Lot 367; Thence, South 08 degrees 25 minutes 00 seconds West, with the said Anaya Road existing 40.00 feet right-of-way centerline and the apparent North lot line said Lot 367, a distance of 40.00 feet to a point; Thence, South 08 degrees 25 minutes 00 seconds West, parallel to the apparent West lot line of said Lot 367, a distance of 60.00 feet to a point for the Northwest corner of said 1.243-Acre Tract, and being the **POINT OF BEGINNING (P.O.B.)** of said 1.243-Acre Tract of land herein described:

THENCE, South 81 degrees 35 minutes 00 seconds East, parallel to the apparent North lot line of said Lot 367 and with the North lot line of said 1.243-Acre Tract, a distance of 1,419.93 feet to a point on the apparent existing Southwest corner clip of said Anaya Road and Veterans Boulevard intersection for the Northeast corner of said 1.243-Acre Tract of land herein described;

EXHIBIT "A"
PARCEL - A & B
(Continue)

THENCE, South 36 degrees 33 minutes 00 seconds East, with said Anaya Road and Veterans Boulevard existing Southwest corner clip and the Northeast line, a distance of 14.06 feet to a point for an external corner of said 1.243-Acre Tract of land herein described;

THENCE South 08 degrees 29 minutes 00 seconds West, with the apparent existing West right-of-way line of said Veterans Boulevard and the East lot line of said 1.243-Acre, a distance of 10.05 feet to a point for the Southeast corner of said 1.243-Acre Tract of land herein described;

THENCE, North 81 degrees 35 minutes 00 seconds West, parallel to the apparent North lot line of said Lot 368, and with the South line of said 1.243-Acre Tract, a distance of 2,709.86 feet to point for the Southwest corner of said 1.243-Acre Tract of land herein described;

THENCE, North 08 degrees 25 minutes 00 seconds East, with the West line of said 1.243-Acre Tract, a distance of 20.00 feet to a point for the Northwest corner of said 1.243-Acre Tract of land herein described, and also being the **POINT OF BEGINNING (P.O.B.),** containing a gross of 1.243 acres (54,147.92 square feet) of land, more or less.

Basis of bearing as per South lot line of Los Ebanos Phase 1 Subdivision, Volume 26, Page 183A, Hidalgo County Map Records, Hidalgo County, Texas

THE STATED DESCRIPTION IS BASED ON A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECTION ON MARCH 27, 2020. SEE ACCOMPANIED EXHIBIT "B" SURVEY PLAT FOR PARCELS A & B TRACTS OF LAND.

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

March 01, 2022
Date

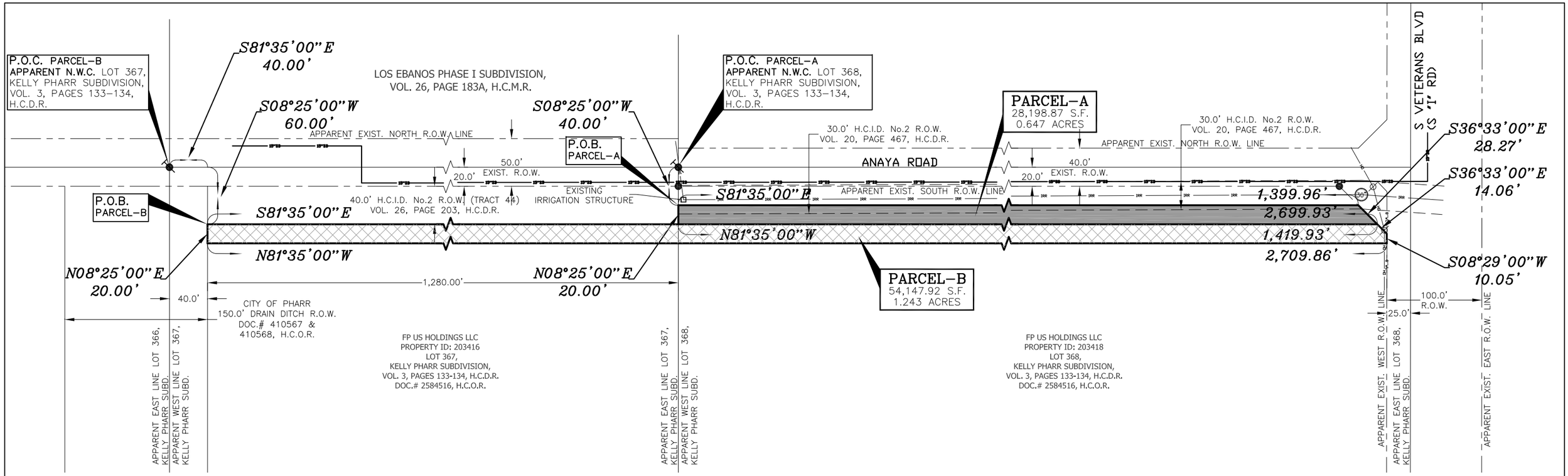


EXHIBIT "B"

PLAT SHOWING
PARCEL-A
20.0' CITY OF PHARR
PERMANENT UTILITY EASEMENT
OUT OF LOT 368 AND
PARCEL-B
20.0' TEMPORARY CONSTRUCTION EASEMENT
OUT OF LOTS 367 AND 368,
KELLY PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOLUME 3, PAGES 133 AND 134, H.C.D.R.

N

BEARING BASIS AS PER THE SOUTH LINE OF LOS EBANOS PHASE I SUBDIVISION VOL. 26, PAGE 183A, H.C.M.R.

SCALE:1"=100'

LEGEND

- FOUND No.4 REBAR
- FOUND NAIL
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- N.W.C. NORTHWEST CORNER
- POWER POLE
- 30" IRRIGATION STAND PIPE
- OVERHEAD POWER LINE
- IRRIGATION LINE
- 12" SANITARY SEWER LINE
- 8" WATER LINE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ELECTRONIC SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY, WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY BE ON THIS TRACT.

3. THIS LOT IS SUBJECT TO RESTRICTIONS AS RECORDED IN VOL. 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

4. HOMERO L. GUTIERREZ, DID NOT RESEARCH OR PREPARE A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

5. THE EXISTENCE, IF ANY, UNDERGROUND GAS LINES OR OTHER UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY SHOULD BE THOROUGHLY INVESTIGATED BY THE OWNER PRIOR TO ANY CONSTRUCTION ON THIS SITE. THE SURVEYOR HAS LIMITED HIS INVESTIGATION OF UNDERGROUND UTILITIES ON THIS SITE TO THAT WHICH CAN BE SEEN.

STATE OF TEXAS REGISTERED HOMERO LUIS GUTIERREZ 2791 PROFESSIONAL LAND SURVEYOR

Surveyor's Certification

I, Homero Luis Gutierrez, a Registered Professional Land Surveyor in the State of Texas, state that this plat represents the facts found on the ground on March 27, 2020, and that there are no discrepancies, conflicts or shortages in the area or boundary lines, or any encroachments, or overlapping of improvements or no visible or apparent easements except as shown on this plat.

Homero L. Gutierrez 06-29-23

Homero Luis Gutierrez, RPLS #2791 Date

HOMERO L. GUTIERREZ, P.E., R.P.L.S.
P.O. Box 548
McAllen, Texas 78505
(956) 369-0988

UPDATED: 06-29-23

DATE: 02-24-22 JOB No. HLG22-02-007 DRAWN BY: P.R.

EXHIBIT "A"

METES AND BOUNDS
PARCELS - C & D

PARCEL-C (Utility Easement)

A 20.0-foot strip of land (1.139-Acre of land, more or less), out of Lots 365 and 366, Kelly-Pharr Subdivision, map or plat thereof recorded in Volume 3, Pages 133 -134, Hidalgo County Map Records, Texas, reference to which is here made for all purpose, located on the South side of Anaya Road at the Southeast corner of the said Anaya Road and South Cage Boulevard (US 281) intersection, is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a found nail on the apparent existing centerline of said Anaya Road 40.00 feet right-of-way for the apparent Northeast corner of said Lot 366; Thence, North 81 degrees 35 minutes 00 seconds West, with said Anaya Road existing 40.00 feet right-of-way centerline and the apparent North lot line of said Lot 366, a distance of 110.00 feet to a point; Thence, South 08 degrees 25 minutes 00 seconds West, parallel to the apparent East lot line of said Lot 366, a distance of 40.00 feet to a point for the Northeast corner of said 1.139-Acre Tract, and being the **POINT OF BEGINNING (P.O.B.)** of said 1.139-Acre Tract of land herein described:

THENCE, South 08 degrees 25 minutes 00 seconds West, parallel to the said East lot line of Lot 366 and with the East lot line of said 1.139-Acre Tract, a distance of 20.00 feet to a point on the apparent feet to a point for the Southeast corner of said 1.139-Acre Tract of land herein described;

THENCE, North 81 degrees 35 minutes 00 seconds West, parallel to the said North lot line of Lot 366 and with the South line of said 1.139-Acre Tract, a distance of 2,480.00 feet to a point for the Southwest corner of said 1.139-Acre Tract of land herein described;

THENCE, North 08 degrees 25 minutes 00 seconds East, with the apparent existing East right-of-way line of said South Cage Boulevard and the West line of said 1.139-Acre Tract, a distance of 20.00 feet to a point for the Northwest corner of said 1.139-Acre Tract of land herein described;

THENCE, South 81 degrees 35 minutes 00 seconds East, parallel to the said North lot line of Lot 366 and with the North line of said 1.139-Acre Tract, a distance of 2,480.00 feet to a point for the Northeast corner of said 1.139-Acre Tract of land herein described; and also being the **POINT OF BEGINNING (P.O.B.),** containing a gross of 1.139 acres (48,600.00 square feet) of land, more or less.

PARCEL-D (Temporary Construction Easement)

A 20.0-foot strip of land (1.139-Acre of land, more or less), out of Lots 365 and 366, Kelly-Pharr Subdivision, map or plat thereof recorded in Volume 3, Pages 133 -134, Hidalgo County Map Records, Texas, reference to which is here made for all purpose, located on the South side of Anaya Road at the Southeast corner of the said Anaya Road and South Cage Boulevard (US 281) intersection, is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a found nail on the apparent existing centerline of said Anaya Road 40.00 feet right-of-way for the apparent Northeast corner of said Lot 366; Thence, North 81 degrees 35 minutes 00 seconds West, with said Anaya Road existing 40.00 feet right-of-way centerline and the apparent North lot line of said Lot 366, a distance of 110.00 feet to a point; Thence, South 08 degrees 25 minutes 00 seconds West, parallel to the apparent East lot line of said Lot 366, a distance of 60.00 feet to a point for the Northeast corner of said 1.139-Acre Tract, and being the **POINT OF BEGINNING (P.O.B.)** of said 1.139-Acre Tract of land herein described:

EXHIBIT "A"
PARCELS - C & B
(Continue)

THENCE, South 08 degrees 25 minutes 00 seconds West, parallel to the said East lot line of Lot 366 and with the East lot line of said 1.139-Acre Tract, a distance of 20.00 feet to a point on the apparent feet to a point for the Southeast corner of said 1.139-Acre Tract of land herein described;

THENCE, North 81 degrees 35 minutes 00 seconds West, parallel to the said North lot line of Lot 366 and with the South line of said 1.139-Acre Tract, a distance of 2,480.00 feet to a point for the Southwest corner of said 1.139-Acre Tract of land herein described;

THENCE, North 08 degrees 25 minutes 00 seconds East, with the apparent existing East right-of-way line of said South Cage Boulevard and the West line of said 1.139-Acre Tract, a distance of 20.00 feet to a point for the Northwest corner of said 1.139-Acre Tract of land herein described;

THENCE, South 81 degrees 35 minutes 00 seconds East, parallel to the said North lot line of Lot 366 and with the North line of said 1.139-Acre Tract, a distance of 2,480.00 feet to a point for the Northeast corner of said 1.139-Acre Tract of land herein described; and also being the **POINT OF BEGINNING (P.O.B.),** containing a gross of 1.139 acres (48,600.00 square feet) of land, more or less.

Basis of bearing as per South lot line of Los Ebanos Phase 1 Subdivision, Volume 26, Page 183A, Hidalgo County Map Records, Hidalgo County, Texas

THE STATED DESCRIPTION IS BASED ON A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECTION ON MARCH 27, 2020. SEE ACCOMPANIED EXHIBIT "C" SURVEY PLAT FOR PARCELS C & D TRACTS OF LAND.

STATE OF TEXAS
REGISTERED
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL
LAND SURVEYOR

Homero Luis Gutierrez

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

March 01, 2022
Date

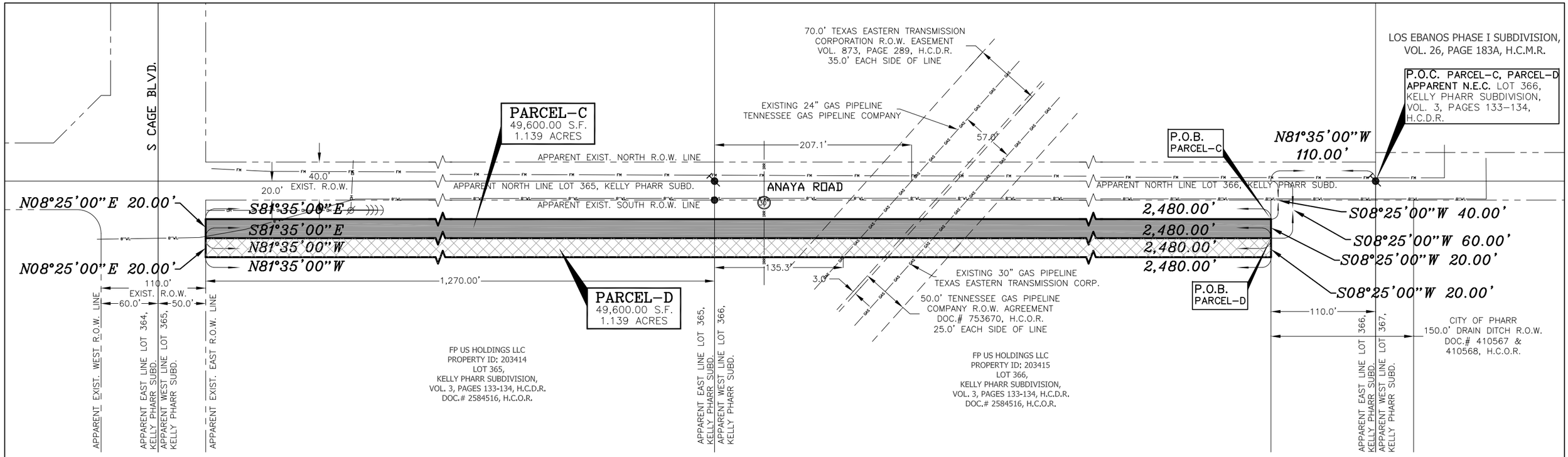


EXHIBIT "C"

PLAT SHOWING
PARCEL–C
20.0' CITY OF PHARR
PERMANENT UTILITY EASEMENT
OUT OF LOTS 365 AND 366,
PARCEL–D
20.0' TEMPORARY CONSTRUCTION EASEMENT
OUT OF LOTS 365 AND 366,
KELLY PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOLUME 3, PAGES 133 AND 134, H.C.D.R.

BEARING BASIS AS PER THE SOUTH LINE OF LOS EBANOS PHASE I SUBDIVISION VOL. 26, PAGE 183A, H.C.M.R.

SCALE:1"=100'

LEGEND

- FOUND No.4 REBAR
- FOUND NAIL
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- N.E.C. NORTHEAST CORNER
- POWER POLE
- 30" IRRIGATION STAND PIPE
- OVERHEAD POWER LINE
- IRRIGATION LINE
- GAS PIPELINE
- FORCE MAIN
- 8" WATER LINE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ELECTRONIC SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY, WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY BE ON THIS TRACT.

3. THIS LOT IS SUBJECT TO RESTRICTIONS AS RECORDED IN VOL. 3, PAGES 133 AND 134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

4. HOMERO L. GUTIERREZ, DID NOT RESEARCH OR PREPARE A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

5. THE EXISTENCE, IF ANY, UNDERGROUND GAS LINES OR OTHER UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY SHOULD BE THOROUGHLY INVESTIGATED BY THE OWNER PRIOR TO ANY CONSTRUCTION ON THIS SITE. THE SURVEYOR HAS LIMITED HIS INVESTIGATION OF UNDERGROUND UTILITIES ON THIS SITE TO THAT WHICH CAN BE SEEN.

STATE OF TEXAS REGISTERED HOMERO LUIS GUTIERREZ 2791 PROFESSIONAL LAND SURVEYOR

Surveyor's Certification

I, Homero Luis Gutierrez, a Registered Professional Land Surveyor in the State of Texas, state that this plat represents the facts found on the ground on March 27, 2020, and that there are no discrepancies, conflicts or shortages in the area or boundary lines, or any encroachments, or overlapping of improvements or no visible or apparent easements except as shown on this plat.

06-29-23

Homero Luis Gutierrez, RPLS #2791 Date

HOMERO L. GUTIERREZ, P.E., R.P.L.S.
P.O. Box 548
McAllen, Texas 78505
(956) 369–0988

UPDATED: 06–29–23

DATE: 04–24–22 JOB No. HLG22–02–008 DRAWN BY: P.R.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution declaring the expectation to reimburse expenditures with proceeds of future debt. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: A total of $15,000,000 will be issued in Tax Notes to cover professional and contractual services for construction and purchase of materials and other machinery and equipment. Once proceeds are received, the City can be reimbursed for eligible purchases within 60 days of the approval of this resolution.

Fiscal Consideration: N/A

Staff Recommendation: To approve.

Alternatives: To disapprove.

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 8/1/2023
Karla Saavedra	Approved - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
City Management Office	Final Approval - 8/4/2023

RESOLUTION NO. _____

RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City of Pharr, Texas (the "City") intends to issue debt for the construction and improvements of certain public works; the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the City's authorized needs and purposes; and (iii) professional services (the "Project").

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $15,000,000.

PASSED, APPROVED, AND RESOLVED this the ___ day of _____ 2023.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
City Clerk
City of Pharr, Texas

(SEAL)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.H.
DATE SUBMITTED: August 2, 2023
MEETING DATE: August 7, 2023

FROM: Maribel Garcia, Executive Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing three (3) members to the Pharr Economic Development Corporation II Board of Directors. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The terms of Mayor Dr. Ambrosio Hernandez, Commissioner Dr. Ramiro Caballero and Commissioner Ricardo Medina will expire on September 18, 2023 and appointment/re-appointment of members needs to be made at this time.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends reappointment of members

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Maribel Garcia	Created/Initiated - 8/2/2023
Victor Perez	Approved - 8/2/2023
City Management Office	Final Approval - 8/4/2023

STATE OF TEXAS	**§**	**RESOLUTION**
COUNTY OF HIDALGO	**§**	**NO. R-2023-___**
CITY OF PHARR	§	

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the terms of Mayor Dr. Ambrosio Hernandez, Commissioner Dr. Ramiro Caballero and Commissioner Ricardo Medina will expire on September 18, 2023; and appointment/re-appointment of members needs to be made at this time.

WHEREAS, appointment/re-appointment of three (3) members needs to be made at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS:

That the following persons are hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

NAME:	**LENGTH OF TERM:**
1.	2 years (expiring 09-18-25)
2.	2 years (expiring 09-18-25)
3.	2 years (expiring 09-18-25)

Said Directors shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of August, 2023.

CITY OF PHARR

_____

ATTEST: AMBROSIO HERNANDEZ
MAYOR

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: July 28, 2023
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on request from Iradier Adan Hernandez, representing HDZ Holdings, LLC., for a Change of Zone from a Single-Family Residential District (R-1) to a Residential Multi-Family District (R-MF). The property is legally described as 5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3155 North Veterans Boulevard. COZ#230606 **This item supports EV - Economic Vitality.**

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue: Iradier Adan Hernandez, representing HDZ Holdings, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to develop and construct a 16 lot multifamily residential subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the proposed use is not compatible with existing zoning/uses in the area. The development trend along North Veterans Boulevard is mostly single family residential and commercial uses.

Planning & Zoning Commission Recommendation: Following discussion of the item, the Planning and Zoning Commission voted to recommend approval of the rezoning as requested by the applicant by a vote of 5-1 at their meeting on July 10, 2023. There were six members and voting.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 7/28/2023
Ricardo Rodriguez	Approved - 7/28/2023
City Management Office	Final Approval - 7/28/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, JULY 17, 2023**

TO: **MAYOR AND CITY COMMISSION**

FROM: **KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES**

THROUGH: **JONATHAN FLORES, ASSISTANT CITY MANAGER**

SUBJECT: **Re-zoning Request: From Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as 5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3155 North Veterans Boulevard. COZ#230606**

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Iradier Adan Hernandez, representing HDZ Holdings, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to develop and construct a 16-lot multifamily residential subdivision.

The subject site is located on the west side of North Veterans Boulevard, approximately 830 ft north of East Sioux Road and has a physical address of 3155 North Veterans Boulevard. The property is legally described as being 5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas

The property fronts North Veterans Boulevard, a 100 ft. minor arterial which runs north and south with a posted speed limit of 30 to 45 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property and property to the south were zoned Single-Family Residential District (R-1) upon annexation on June 29, 1990. The Hidalgo County Drainage District #1 sits to the north of the property. The property to the west was zoned Agricultural and/or Open Space District (A-O) upon annexation on June 29, 1990. The city limits lie to the east side of the property. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for mobile home use in the Land Use Plan.

The Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Seventeen (17) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on June 23, 2023, and a legal notice was published in the Advance News Journal on June 20, 2023. Staff received no response to the letters or the legal notice.

Development Services recommended disapproval of the request to re-zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the proposed use is not compatible with existing zoning/uses in the area. The development trend along North Veterans Boulevard is mostly single-family residential and commercial uses.

Following discussion of the item, the Planning and Zoning Commission voted to recommend approval of the rezoning as requested by the applicant by a vote of 5-1 at their meeting on July 10, 2023. There were six members present and voting.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
   a) **consideration by the full board;**
   b) **additional information;**
   c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Iradier Adan Hernandez, representing HDZ Holdings, LLC.
APPLICANT

Single-Family Residential District (R-1)
CURRENT ZONE

3155 North Veterans Boulevard
ADDRESS

Residential Multi-Family District (R-MF)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)		X
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?		X

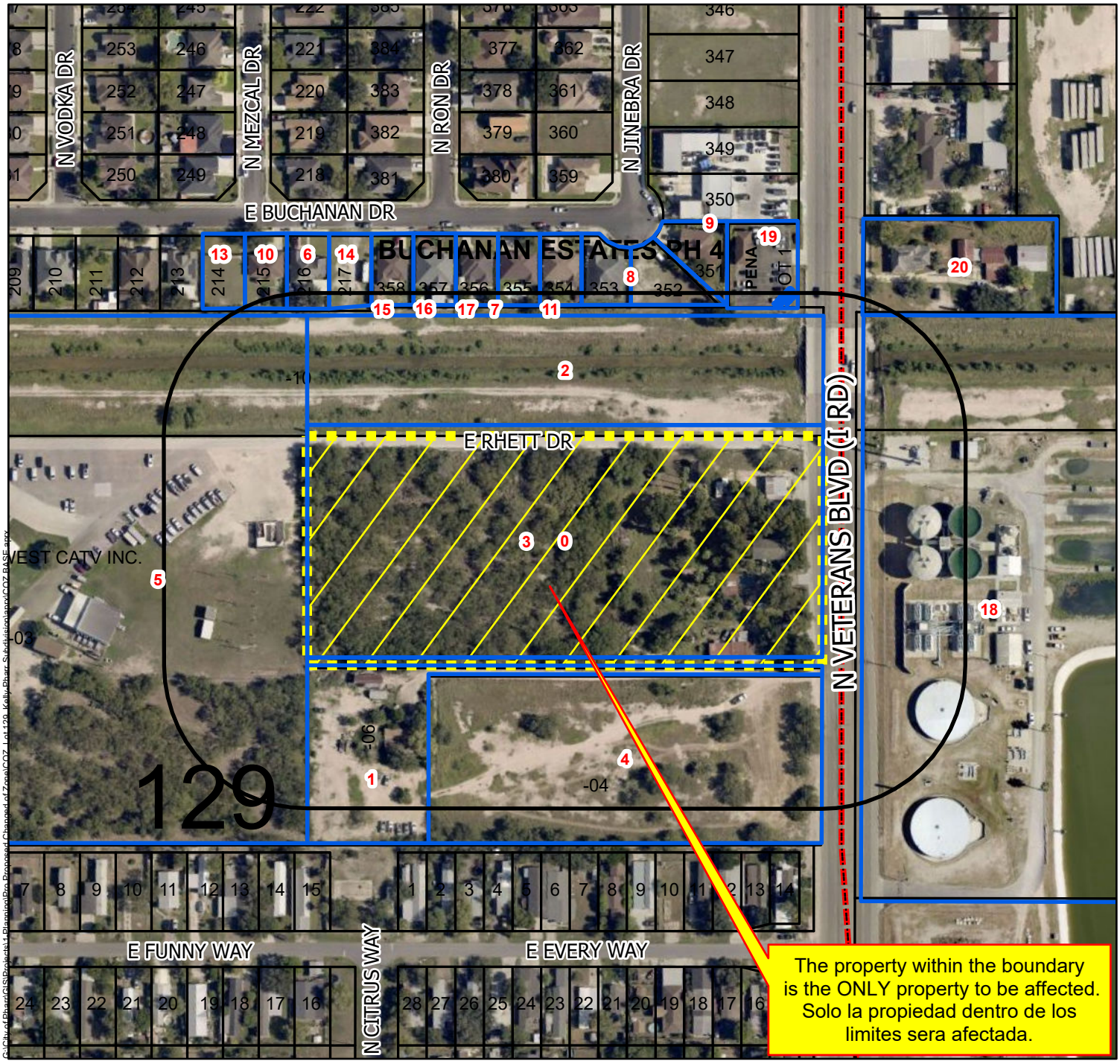
STAFF RECOMMENDATIONS: **Denial**

Development Services is recommending disapproval of the request to re-zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) as the proposed use is not compatible with existing zoning/uses in the area. The development trend along North Veterans Boulevard is mostly single-family residential and commercial uses.

Laura Fonseca, Planner I
PREPARED BY

June 30, 2023
DATE

Proposed Change of Zone
5.275 acres, more or less, out of
Lot 129, Kelly-Pharr Subdivision
Iradier Adan Hernandez
Aerial



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Future Land Use

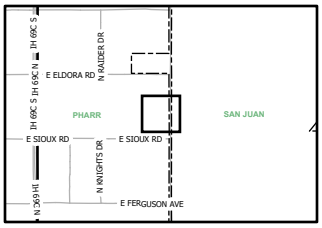
FUTURELAND

- Irrigation
- Agriculture
- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties
- 200 ft Radius

Scale: 1:2,400

0 100 200 400 600 800 Feet

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

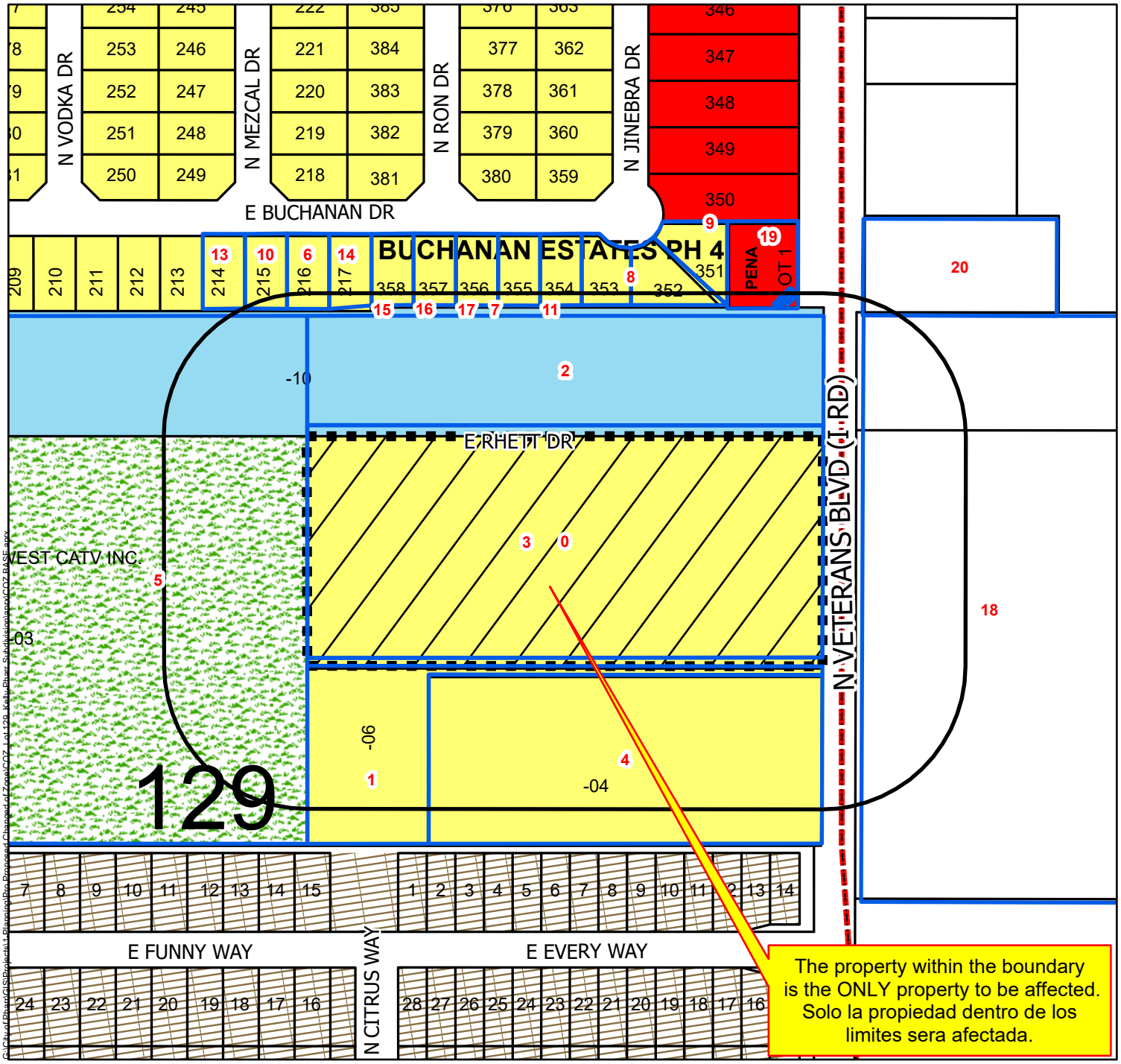


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/20/2023

Proposed Change of Zone
5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision Iradier Adan Hernandez

Zoning



Zoning

ZONE

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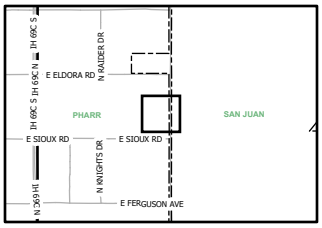
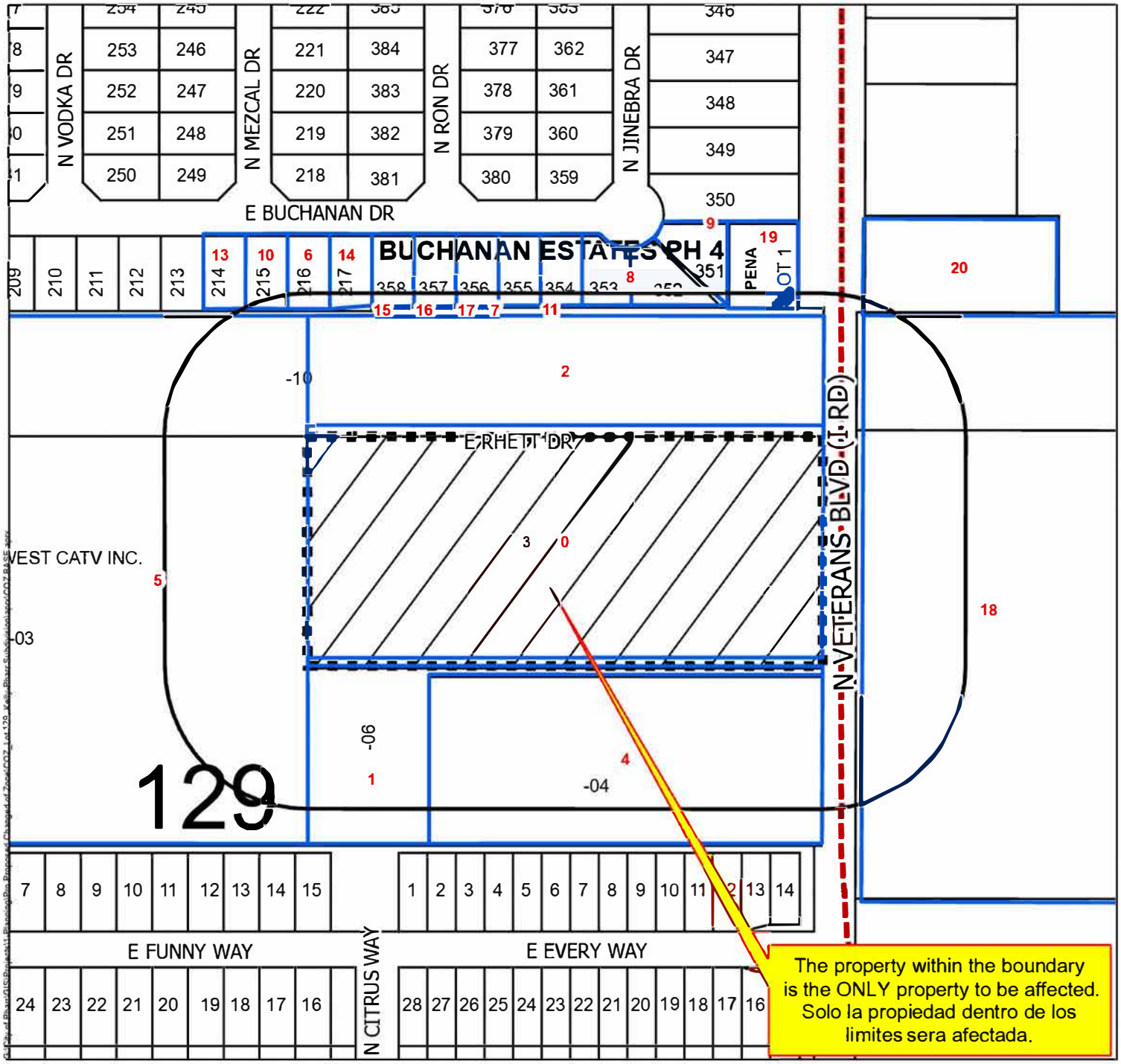


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/20/2023

Proposed Change of Zone
5.275 acres, more or less, out of Lot
129, Kelly-Pharr Subdivision Iradier
Adan Hernandez
Radius



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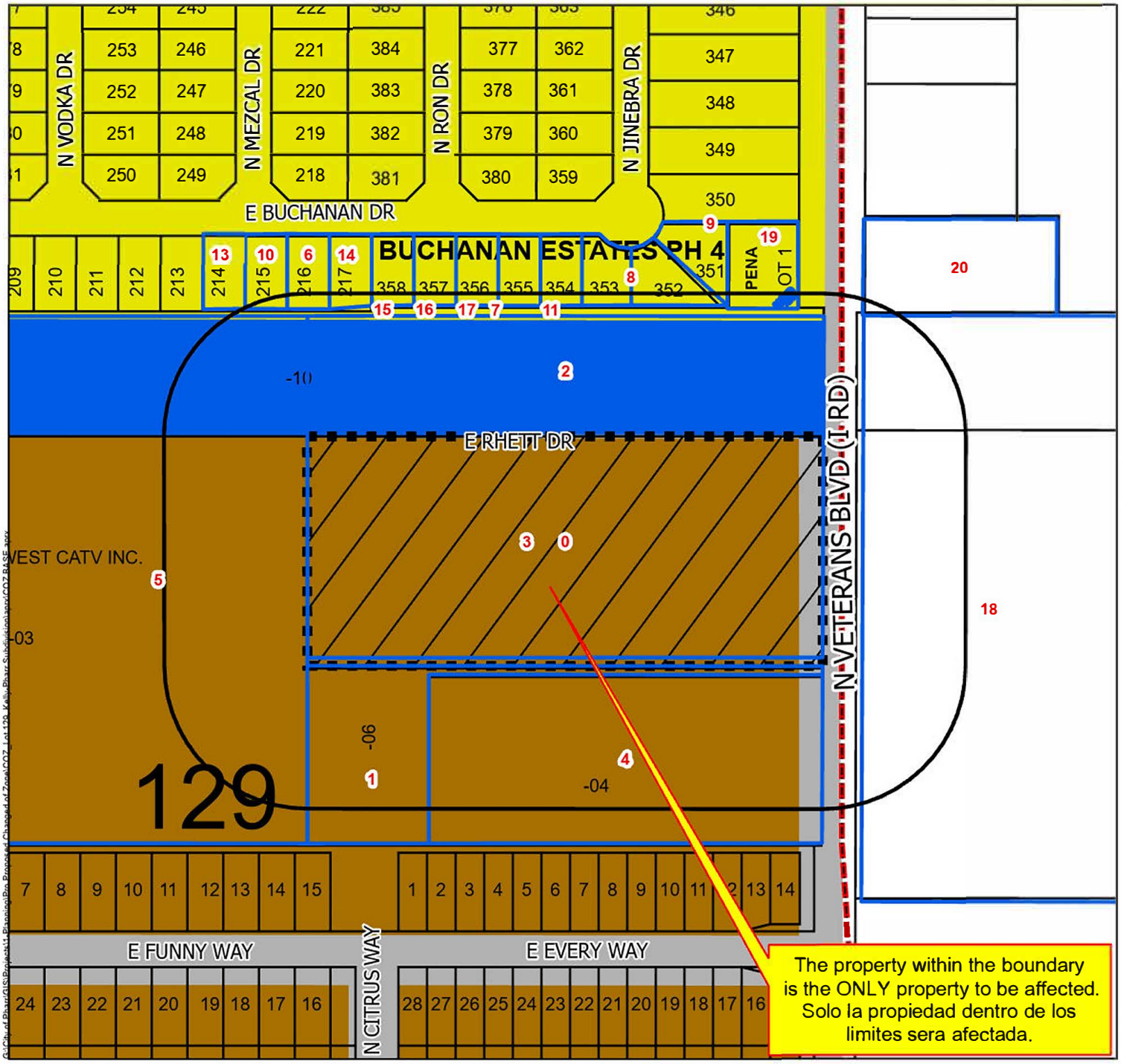
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/20/2023

Proposed Change of Zone
5.275 acres, more or less, out of Lot 129, Kelly-Pharr Subdivision Iradier
Adan Hernandez

Future Land Use



Zoning

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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/20/2023

LOT 359 | LOT 358 | LOT 357 | LOT 356 | LOT 355 | LOT 354 | LOT 353 | LOT 352

BUCHANAN ESTATES PHASE IV
VOL. 37 PAGE 126A

LOT 1
PENA SUBDIVISION
DOC # 2064387,
H.C.M.R.

BEARING BASIS
TEXAS STATE PLA
COORDINATE SYSTI
TEXAS SOUTH
ZONE 4205
SCALE 1" = 10(

LEGEND

- 1/2" IRON ROD FOUND "IRF" "CIRF"
- 1/2" IRON ROD SET W/PINK CAP "IRS"
- CALCULATED POINT "CP"

HIDALGO CO DRAIN DIST #1
156' DRAIN DITCH

P.O.C.
NEC
LOT 129

S8°32'44"W
185.00'

SOUTH LINE OF DRAIN DITCH TRACT

20.0 ROAD EASEMENT VOL. 1651, PAGE 299, H.C.D.R.

S81°31'16"E
756.39'

690.09'

P.O.B.

TIME WARNER ENTERTAINMENT-ADVANCE
N737.4' W748.65' OF 129
DOC # 1758710, H.C.D.R.

N8°32'44"E
303.81'

RODRIGUEZ MARIA DE JESUS,
N8.37AC-E 1/2-N25.49AC EXC NE3.84AC LOT 129
DOC # 2431725,
H.C.D.R.

5.275 ACRES GROSS
229785 SF GROSS
==========
4.813 ACRES NET
209645 SF NET

LOT 129
KELLY - PHARR SUBDIVISION

I ROAD

S8°32'44"W
303.78'

℄ VETERANS ROAD

690.09'

N81°31'25"W
756.39'

12' STRIP

AGUILAR BERNARDO
CALLED 1.15 ACRES
W174'-E752'-S248'-N737.4'
& 12' X 578' STRIP LOT 129
VOLUME 2038 , PAGE 981,
H.C.D.R.

RLPM INVESTMENTS LLC
CALLED 3.13 ACRES
W532.75'-E578.63-S238.59'-N738.09'
LOT 129
DOC # 2605251,
H.C.D.R.

EXHIBIT B
BEING 5.275 ACRES
OUT OF LOT 129,
KELLY - PHARR SUBDIVISION,
VOLUME 3. PAGE 133,
H.C. M. R.

NOTES:

1. SURVEY DONE WITHOUT T BENEFIT OF A TITLE COMMITMENT.

2. CLIENT REQUESTED A ME AND BOUNDS SURVEY ONLY.

3. NO IMPROVEMENTS WERE LOCATED AT THE REQUEST THE CLIENT.

4. NO EASEMENT RESEARCH WAS PERFORMED BY THIS SURVEYOR.

5. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

Carrizales
Land
Surveying, LLC

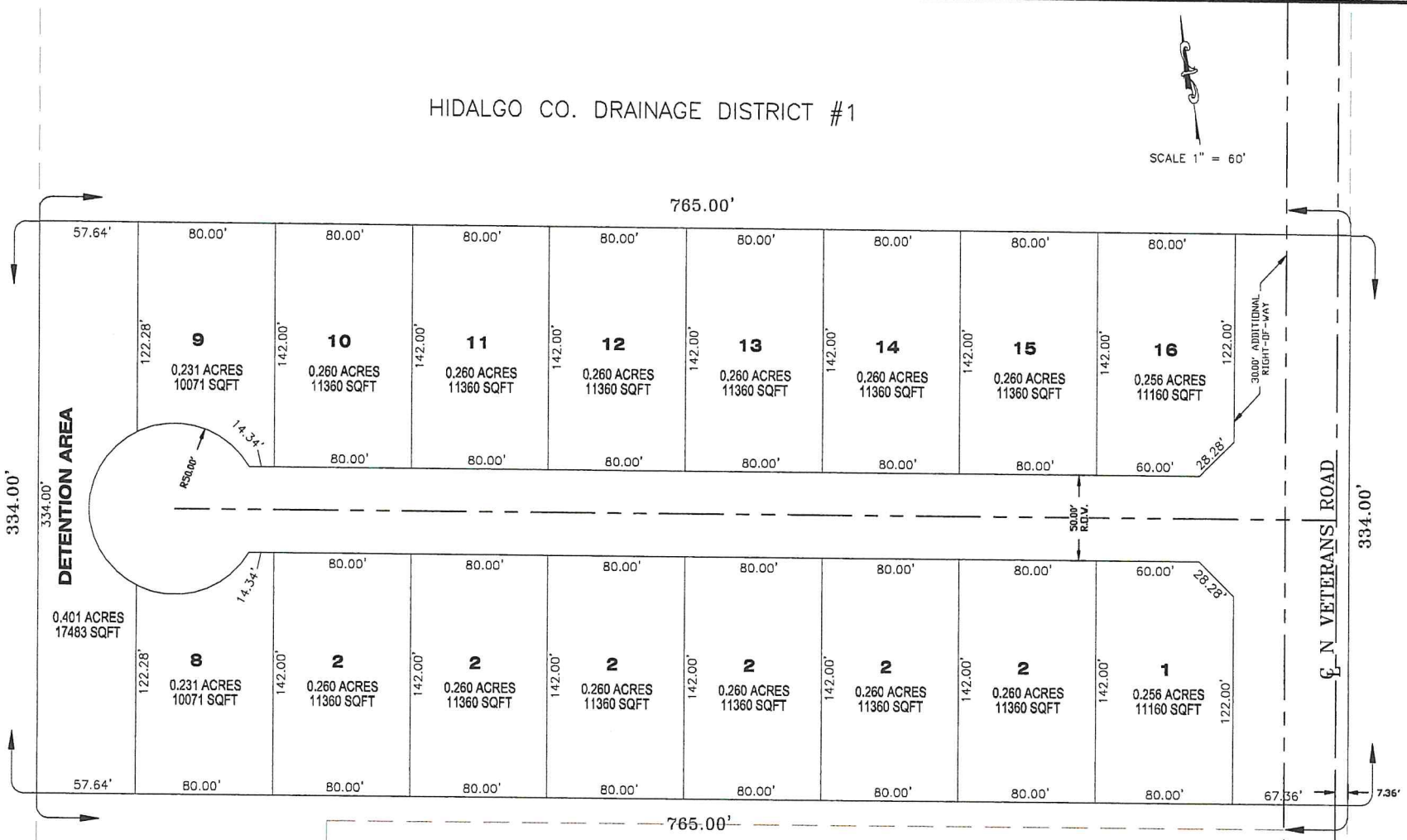
Texas Registered Surveying Firm
TBPLS FIRM No:10194417
Office: 512-470-1489
fnfcad@gmail.com

JOB No. 23-113

STATE OF TEXAS
REGISTERED
MANUEL CARRIZALES
6388
PROFESSIONAL
LAND SURVEYOR

MANUEL CARRIZALES
R.P.L.S. #6388

6-9-2023
DATE



1810 E. GRIFFIN PARKWAY
MISSION, TEXAS 78572
956.600.8628
www.m2-engineers.com
FIRM REGISTRATION # F-19545
M2 Engineering, PLLC

4 PLEX VETERANS ROAD

PHARR, TEXAS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ENRIGNO "MILO" SALINAS P.E. 107703 ON 06/08/23
IT IS NOT TO BE USED FOR CONSTRUCTION.

SCALE:
DRAWN BY: M2
CHECKED BY: MS
SURVEYED BY:
SHEET:

- High-end affordable apartments contribute to a more inclusive and diverse city by providing housing options that cater to different income brackets.

- The construction and development of high-end affordable apartments can generate employment opportunities in the construction industry, providing a boost to the local economy.

- These apartments feature a modern gated entrance. This enhances the overall safety and peace of mind for residents, contributing to a safer city environment.

- High-end affordable apartments can attract young families and professionals, leading to a greater demand for educational institutions, healthcare facilities, and recreational amenities in the area.

- The presence of high-end affordable apartments can increase property values and tax revenues for the city. As the neighborhood flourishes and becomes more desirable, surrounding property values tend to rise, creating a positive ripple effect for the local real estate market. This, in turn, generates increased tax revenue that can be invested back into the city's infrastructure and public services.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on proposed toll fee increase for commercial trucks at the Pharr International Bridge. **This item supports EV - Economic Vitality.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: On July 26, 2023, the Bridge Board approved the proposed toll fee increase for commercial trucks as discussed in executive session. On September 1, 2023, an increase of $1 on all commercial trucks. This is to help pay for current projects and future infrastructure projects as well as other operational needs that may occur.

Fiscal Consideration: n/a

Staff Recommendation: Authorization to increase toll fees at the Pharr International Bridge.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Vanessa Guzman	Created/Initiated - 8/1/2023
Luis Bazan	Approved - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
Karla Saavedra	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

Pharr International Bridge
Proposed Toll Fee Increases $1.00
(Southbound Traffic Only)

EXECUTIVE SUMMARY

RGV BORDER DISTRICT

1) Toll Rate Comparison
2) Graphs Comparison

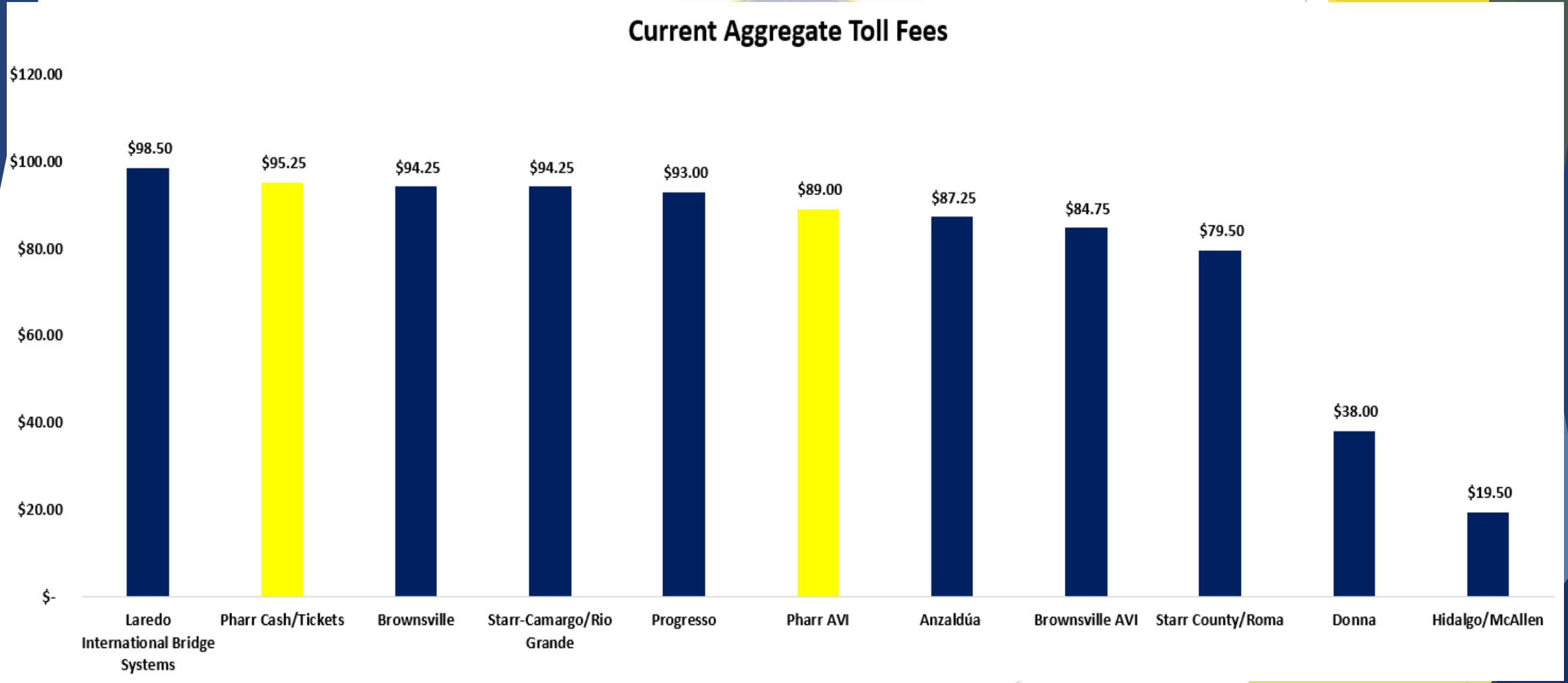
$1.00 Increase
Projected Revenues

WE ARE TEAM PHARR

RGV BORDER DISTRICT
Toll Rates Comparisons

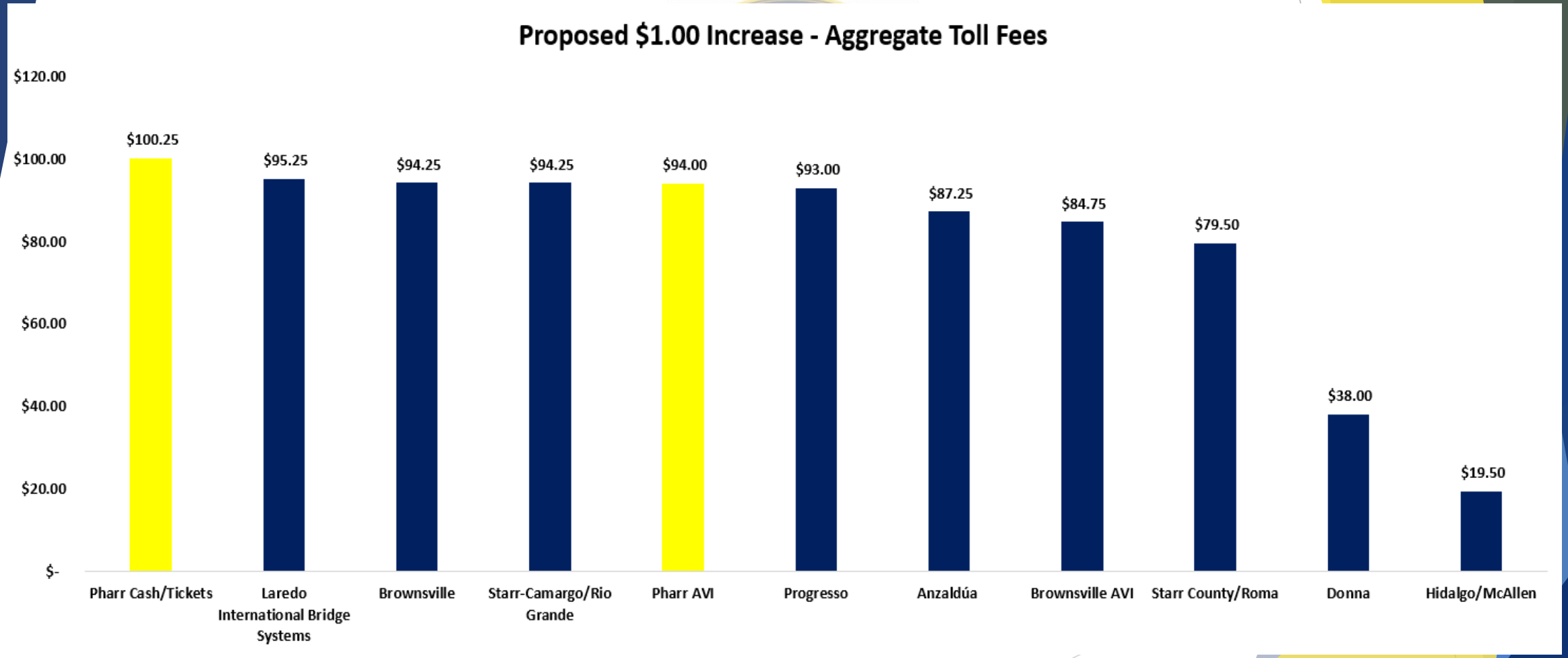
TxDOT - RGV Border District - Current Toll Rate Comparison

	Bridge	Vehicles	Commercial					Aggregate Toll Fees
			2 axle	3 axle	4 axle	5 axle	6 axle	
1	Laredo International Bridge Systems	$ 3.50	$ 9.50	$ 14.25	$ 19.00	$ 23.75	$ 28.50	$ 98.50
2	Pharr Cash/Tickets	$ 4.00	$ 11.25	$ 15.25	$ 17.25	$ 22.25	$ 25.25	$ 95.25
3	Brownsville	$ 4.00	$ 11.00	$ 15.00	$ 17.25	$ 22.00	$ 25.00	$ 94.25
4	Starr-Camargo/Rio Grande	$ 3.50	$ 12.75	$ 14.75	$ 17.75	$ 21.25	$ 24.25	$ 94.25
5	Progresso	$ 3.00	$ 9.00	$ 13.50	$ 18.00	$ 22.50	$ 27.00	$ 93.00
6	Pharr AVI	$ 3.75	$ 10.25	$ 14.25	$ 16.25	$ 20.25	$ 24.25	$ 89.00
7	Anzaldúa	$ 3.50	$ 11.25	$ 14.50	$ 16.00	$ 19.00	$ 23.00	$ 87.25
8	Brownsville AVI	$ 3.75	$ 9.50	$ 13.50	$ 15.50	$ 19.25	$ 23.25	$ 84.75
9	Starr County/Roma	$ 3.50	$ 11.00	$ 13.00	$ 15.00	$ 17.00	$ 20.00	$ 79.50
10	Donna	$ 4.00	$ 8.00	$ 12.00	$ 14.00	$ -	$ -	$ 38.00
11	Hidalgo/McAllen	$ 3.50	$ 7.00	$ 9.00	$ -	$ -	$ -	$ 19.50


Current Aggregate Toll Fees
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$-
$98.50
$95.25
$94.25
$94.25
$93.00
$89.00
$87.25
$84.75
$79.50
$38.00
$19.50
Laredo International Bridge Systems
Pharr Cash/Tickets
Brownsville
Starr-Camargo/Rio Grande
Progresso
Pharr AVI
Anzaldúa
Brownsville AVI
Starr County/Roma
Donna
Hidalgo/McAllen

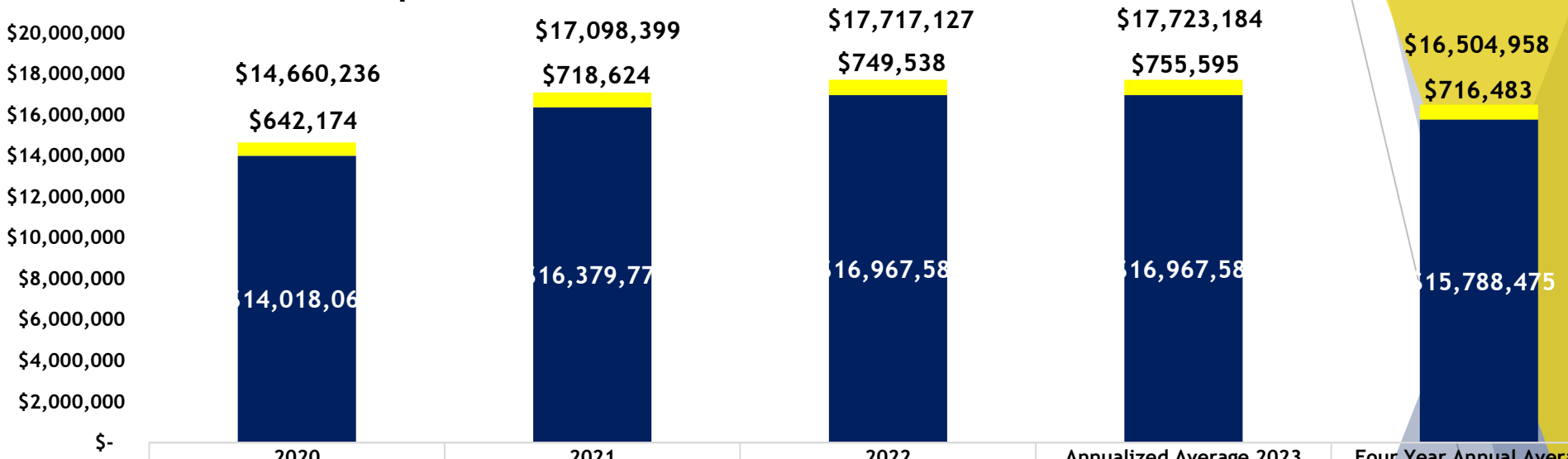
TxDOT - RGV Border District - Toll Rate Comparison (Proposed $1.00 Increase)

	Bridge	Vehicles	Proposed Commercial Increase $1.00					Aggregate Toll Fees
			2 axle	3 axle	4 axle	5 axle	6 axle	
1	Pharr Cash/Tickets	$ 4.00	$ 12.25	$ 16.25	$ 18.25	$ 23.25	$ 26.25	$ 100.25
2	Laredo International Bridge Systems	$ 4.00	$ 11.25	$ 15.25	$ 17.25	$ 22.25	$ 25.25	$ 95.25
3	Brownsville	$ 4.00	$ 11.00	$ 15.00	$ 17.25	$ 22.00	$ 25.00	$ 94.25
4	Starr-Camargo/Rio Grande	$ 3.50	$ 12.75	$ 14.75	$ 17.75	$ 21.25	$ 24.25	$ 94.25
5	Pharr AVI	$ 3.75	$ 11.25	$ 15.25	$ 17.25	$ 21.25	$ 25.25	$ 94.00
6	Progresso	$ 3.00	$ 9.00	$ 13.50	$ 18.00	$ 22.50	$ 27.00	$ 93.00
7	Anzaldúa	$ 3.50	$ 11.25	$ 14.50	$ 16.00	$ 19.00	$ 23.00	$ 87.25
8	Brownsville AVI	$ 3.75	$ 9.50	$ 13.50	$ 15.50	$ 19.25	$ 23.25	$ 84.75
9	Starr County/Roma	$ 3.50	$ 11.00	$ 13.00	$ 15.00	$ 17.00	$ 20.00	$ 79.50
10	Donna	$ 4.00	$ 8.00	$ 12.00	$ 14.00	$ -	$ -	$ 38.00
11	Hidalgo/McAllen	$ 3.50	$ 7.00	$ 9.00	$ -	$ -	$ -	$ 19.50


Proposed $1.00 Increase - Aggregate Toll Fees
$120.00
$100.00
$80.00
$60.00
$40.00
$20.00
$-
$100.25
$95.25
$94.25
$94.25
$94.00
$93.00
$87.25
$84.75
$79.50
$38.00
$19.50
Pharr Cash/Tickets
Laredo International Bridge Systems
Brownsville
Starr-Camargo/Rio Grande
Pharr AVI
Progresso
Anzaldúa
Brownsville AVI
Starr County/Roma
Donna
Hidalgo/McAllen

Projected Toll Fees Revenues Increases

$1.00 Toll Fee Increase Revenues



	2020	2021	2022	Annualized Average 2023	Four Year Annual Average
Revenues $1.00 Increase	$642,174	$718,624	$749,538	$755,595	$716,483
Actual Revenues	$14,018,062	$16,379,775	$16,967,589	$16,967,589	$15,788,475
Total Revenues with $1.00 Increase	$14,660,236	$17,098,399	$17,717,127	$17,723,184	$16,504,958
Perecentage Increase	4.58%	4.39%	4.42%	4.45%	4.54%

Actual Revenues Revenues $1.00 Increase

	CURRENT RATES		PROPOSED RATES		ANNULIZED CROSSINGS	TOTAL AVERAGE ANNULIZED REVENUES
Axles	Cash/Tickets	AVI	Cash/Tickets	AVI	Jun-23	AVI
2 TRUCK	$ 11.25	$ 10.25	$ 12.25	$ 11.25	35,292	$ 35,292
3 TRUCK	$ 15.25	$ 14.25	$ 16.25	$ 15.25	53,319	$ 53,319
4 TRUCK	$ 17.25	$ 16.25	$ 18.25	$ 17.25	14,460	$ 14,460
5 TRUCK	$ 22.25	$ 20.25	$ 23.25	$ 21.25	566,691	$ 566,691
6 TRUCK	$ 25.25	$ 24.25	$ 26.25	$ 25.25	85,833	$ 85,833
						$ 755,595

Questions

THANK YOU

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Certified Totals for Tax Assessed Values 2023 for Fiscal Year 2023-2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Hidalgo County finalized the City of Pharr Property Assessment Value for Tax Year 2023 on July, 27, 2023.

The total Net Taxable Value for 2022 is: $4,770,048,013 or $4.7 Billion (rounded), which represents an increase of 14.47% compared to last year.

Refer to attached report.

Fiscal Consideration: n/a

Staff Recommendation: This for presentation only.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
City Management Office	Final Approval - 8/4/2023

Land	Value			
Homesite:	497,413,395			
Non Homesite:	1,408,610,412			
Ag Market:	152,584,466			
Timber Market:	0	**Total Land**	(+)	2,058,608,273

Improvement	Value			
Homesite:	1,199,867,330			
Non Homesite:	2,311,104,623	**Total Improvements**	(+)	3,510,971,953

Non Real	Count	Value			
Personal Property:	2,408	613,242,458			
Mineral Property:	564	3,018,707			
Autos:	0	0	**Total Non Real**	(+)	616,261,165
			Market Value	=	6,185,841,391

Ag	Non Exempt	Exempt			
Total Productivity Market:	152,584,466	0			
Ag Use:	1,115,310	0	**Productivity Loss**	(-)	151,469,156
Timber Use:	0	0	**Appraised Value**	=	6,034,372,235
Productivity Loss:	151,469,156	0			
			Homestead Cap	(-)	293,044,878
			Assessed Value	=	5,741,327,357
			Total Exemptions Amount (Breakdown on Next Page)	(-)	971,279,344
			Net Taxable	=	4,770,048,013

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	33,083,010	31,835,159	152,550.30	167,487.46	351			
DPS	243,357	243,357	1,415.95	1,415.95	3			
OV65	419,756,313	357,391,286	1,663,650.86	1,814,795.36	4,434			
Total	453,082,680	389,469,802	1,817,617.11	1,983,698.77	4,788	**Freeze Taxable**	(-)	389,469,802
Tax Rate	0.7176000							

Freeze Adjusted Taxable = 4,380,578,211

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
33,252,646.35 = 4,380,578,211 * (0.7176000 / 100) + 1,817,617.11

Certified Estimate of Market Value:	6,150,689,210
Certified Estimate of Taxable Value:	4,733,469,216

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	368	0	0	0
DPS	3	0	0	0
DV1	74	0	726,577	726,577
DV1S	2	0	10,000	10,000
DV2	38	0	397,500	397,500
DV2S	2	0	15,000	15,000
DV3	47	0	518,000	518,000
DV3S	1	0	10,000	10,000
DV4	127	0	1,523,465	1,523,465
DV4S	21	0	252,000	252,000
DVHS	177	0	31,778,293	31,778,293
DVHSS	25	0	3,240,132	3,240,132
EX	29	0	10,350,790	10,350,790
EX-XU	2	0	578,809	578,809
EX-XV	620	0	807,903,711	807,903,711
EX366	344	0	251,570	251,570
FR	30	68,074,327	0	68,074,327
FRSS	1	0	152,158	152,158
OV65	4,397	42,701,634	0	42,701,634
OV65S	262	2,490,000	0	2,490,000
PC	1	213,199	0	213,199
SO	3	92,179	0	92,179
	Totals	**113,571,339**	**857,708,005**	**971,279,344**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	17,651	2,981.4735	$65,800,201	$2,513,279,608	$2,160,148,491
B	MULTIFAMILY RESIDENCE	1,108	257.4216	$30,314,323	$436,145,608	$435,211,628
C1	VACANT LOTS AND LAND TRACTS	1,919	1,248.4358	$51,903	$177,356,456	$177,284,456
D1	QUALIFIED OPEN-SPACE LAND	191	2,398.3181	$0	$151,889,969	$1,108,026
D2	IMPROVEMENTS ON QUALIFIED OP	9		$6,395	$52,929	$52,929
E	RURAL LAND, NON QUALIFIED OPE	57	265.5800	$6,648	$20,325,547	$19,377,967
F1	COMMERCIAL REAL PROPERTY	1,544	2,634.7777	$20,144,023	$1,233,205,247	$1,233,161,703
F2	INDUSTRIAL AND MANUFACTURIN	16	35.1177	$0	$19,543,209	$19,543,209
G1	OIL AND GAS	356		$0	$2,666,563	$2,666,563
J1	WATER SYSTEMS	1		$432	$2,411	$2,411
J2	GAS DISTRIBUTION SYSTEM	6	6.9720	$0	$3,503,494	$3,503,494
J3	ELECTRIC COMPANY (INCLUDING C	38	33.8895	$24,660	$64,339,373	$64,339,373
J4	TELEPHONE COMPANY (INCLUDI	16	1.0839	$453,390	$4,352,547	$4,352,547
J5	RAILROAD	4		$0	$86,960	$86,960
J6	PIPELAND COMPANY	4		$0	$290,660	$290,660
J7	CABLE TELEVISION COMPANY	2		$0	$7,008,180	$7,008,180
L1	COMMERCIAL PERSONAL PROPE	1,997		$5,521,768	$463,421,760	$395,143,776
L2	INDUSTRIAL AND MANUFACTURIN	75		$170,190	$7,775,430	$7,775,430
M1	TANGIBLE OTHER PERSONAL, MOB	2,195		$1,323,735	$62,043,961	$54,061,545
O	RESIDENTIAL INVENTORY	9	1.4542	$251,152	$640,243	$640,243
S	SPECIAL INVENTORY TAX	98		$0	$53,070,797	$53,070,797
X	TOTALLY EXEMPT PROPERTY	988	2,187.5268	$3,768,641	$818,550,691	$0
		Totals	12,052.0508	$127,837,461	$6,039,551,643	$4,638,830,388

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	818	132.1149	$798,590	$102,858,248	$89,148,419
B	MULTIFAMILY RESIDENCE	11	1.6902	$0	$1,815,262	$1,815,262
C1	VACANT LOTS AND LAND TRACTS	82	22.6589	$0	$5,283,471	$5,283,471
D1	QUALIFIED OPEN-SPACE LAND	4	15.9900	$0	$694,497	$7,189
D2	IMPROVEMENTS ON QUALIFIED OP	1		$0	$14,159	$14,159
E	RURAL LAND, NON QUALIFIED OPE	2	1.0000	$0	$290,212	$249,752
F1	COMMERCIAL REAL PROPERTY	55	33.0019	$3,950,403	$20,007,856	$20,007,856
J3	ELECTRIC COMPANY (INCLUDING C	1	0.2187	$0	$43,300	$43,300
J6	PIPELAND COMPANY	1	0.3015	$0	$59,699	$59,699
L1	COMMERCIAL PERSONAL PROPE	7		$0	$13,719,421	$13,719,421
M1	TANGIBLE OTHER PERSONAL, MOB	24		$4,806	$959,892	$869,097
X	TOTALLY EXEMPT PROPERTY	7	2.1122	$0	$543,731	$0
		Totals	209.0883	$4,753,799	$146,289,748	$131,217,625

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	18,469	3,113.5884	$66,598,791	$2,616,137,856	$2,249,296,910
B	MULTIFAMILY RESIDENCE	1,119	259.1118	$30,314,323	$437,960,870	$437,026,890
C1	VACANT LOTS AND LAND TRACTS	2,001	1,271.0947	$51,903	$182,639,927	$182,567,927
D1	QUALIFIED OPEN-SPACE LAND	195	2,414.3081	$0	$152,584,466	$1,115,215
D2	IMPROVEMENTS ON QUALIFIED OP	10		$6,395	$67,088	$67,088
E	RURAL LAND, NON QUALIFIED OPE	59	266.5800	$6,648	$20,615,759	$19,627,719
F1	COMMERCIAL REAL PROPERTY	1,599	2,667.7796	$24,094,426	$1,253,213,103	$1,253,169,559
F2	INDUSTRIAL AND MANUFACTURIN	16	35.1177	$0	$19,543,209	$19,543,209
G1	OIL AND GAS	356		$0	$2,666,563	$2,666,563
J1	WATER SYSTEMS	1		$432	$2,411	$2,411
J2	GAS DISTRIBUTION SYSTEM	6	6.9720	$0	$3,503,494	$3,503,494
J3	ELECTRIC COMPANY (INCLUDING C	39	34.1082	$24,660	$64,382,673	$64,382,673
J4	TELEPHONE COMPANY (INCLUDI	16	1.0839	$453,390	$4,352,547	$4,352,547
J5	RAILROAD	4		$0	$86,960	$86,960
J6	PIPELAND COMPANY	5	0.3015	$0	$350,359	$350,359
J7	CABLE TELEVISION COMPANY	2		$0	$7,008,180	$7,008,180
L1	COMMERCIAL PERSONAL PROPE	2,004		$5,521,768	$477,141,181	$408,863,197
L2	INDUSTRIAL AND MANUFACTURIN	75		$170,190	$7,775,430	$7,775,430
M1	TANGIBLE OTHER PERSONAL, MOB	2,219		$1,328,541	$63,003,853	$54,930,642
O	RESIDENTIAL INVENTORY	9	1.4542	$251,152	$640,243	$640,243
S	SPECIAL INVENTORY TAX	98		$0	$53,070,797	$53,070,797
X	TOTALLY EXEMPT PROPERTY	995	2,189.6390	$3,768,641	$819,094,422	$0
		Totals	12,261.1391	$132,591,260	$6,185,841,391	$4,770,048,013

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
		1		$0	$19,200	$2,748
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	15,851	2,743.4048	$64,547,501	$2,409,588,304	$2,069,460,214
A2	REAL, RESIDENTIAL, MOBILE HOME	1,861	238.0687	$1,252,700	$103,691,304	$90,688,277
B1	REAL, RESIDENTIAL, DUPLEXES	1,059	242.7590	$30,314,323	$412,074,758	$411,300,402
B2	REAL, RESIDENTIAL, APARTMENTS	63	14.6626	$0	$24,070,850	$23,911,226
C1	REAL PROPERTY: VACANT LOTS AN	1,895	1,219.0744	$51,903	$170,466,626	$170,394,626
C3	REAL, VACANT PLATTED RURAL OR I	24	29.3614	$0	$6,889,830	$6,889,830
D1	REAL PROPERTY: QUALIFIED OPEN-	191	2,398.3181	$0	$151,889,969	$1,108,026
D2	RE PROPERTY FARMLAND RANCH I	9		$6,395	$52,929	$52,929
E1	REAL, FARM/RANCH, HOUSE	38	49.4860	$6,648	$8,657,714	$7,710,134
E2	REAL, FARM/RANCH, MOBILE HOME	2	1.1100	$0	$144,709	$144,709
E3	REAL, FARM/RANCH, OTHER IMPROV	18	214.9840	$0	$11,523,124	$11,523,124
F1	REAL, Commercial	1,544	2,634.7777	$20,144,023	$1,233,205,247	$1,233,161,703
F2	REAL, Industrial	16	35.1177	$0	$19,543,209	$19,543,209
G1	OIL AND GAS	356		$0	$2,666,563	$2,666,563
J1	REAL & TANGIBLE PERSONAL, UTIL	1		$432	$2,411	$2,411
J2	REAL & TANGIBLE PERSONAL, UTIL	6	6.9720	$0	$3,503,494	$3,503,494
J3	REAL & TANGIBLE PERSONAL, UTIL	38	33.8895	$24,660	$64,339,373	$64,339,373
J4	REAL & TANGIBLE PERSONAL, UTIL	16	1.0839	$453,390	$4,352,547	$4,352,547
J5	REAL & TANGIBLE PERSONAL, UTIL	4		$0	$86,960	$86,960
J6	REAL & TANGIBLE PERSONAL, UTIL	4		$0	$290,660	$290,660
J7	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$7,008,180	$7,008,180
K1	FARM/RANCH PERS	1		$0	$7,140	$7,140
L1	TANGIBLE, PERSONAL PROPERTY, C	1,997		$5,521,768	$463,395,420	$395,133,888
L2	TANGIBLE, PERSONAL PROPERTY, I	75		$170,190	$7,775,430	$7,775,430
M1	TANGIBLE OTHER PERSONAL, MOBI	1,903		$1,314,808	$60,615,645	$52,824,075
M3	TANGIBLE OTHER PERSONAL	292		$8,927	$1,428,316	$1,237,470
O1	INVENTORY, VACANT RES LAND	8	1.2932	$0	$352,318	$352,318
O2	INVENTORY, IMPROVED RES	1	0.1610	$251,152	$287,925	$287,925
S	SPECIAL INVENTORY	98		$0	$53,070,797	$53,070,797
X	FULL EXEMPTIONS	988	2,187.5268	$3,768,641	$818,550,691	$0
		Totals	12,052.0508	$127,837,461	$6,039,551,643	$4,638,830,388

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	709	119.2899	$761,616	$96,789,672	$83,589,360
A2	REAL, RESIDENTIAL, MOBILE HOME	111	12.8250	$36,974	$6,068,576	$5,559,059
B1	REAL, RESIDENTIAL, DUPLEXES	10	1.5086	$0	$1,341,595	$1,341,595
B2	REAL, RESIDENTIAL, APARTMENTS	3	0.1816	$0	$473,667	$473,667
C1	REAL PROPERTY: VACANT LOTS AN	81	22.0789	$0	$5,131,882	$5,131,882
C3	REAL, VACANT PLATTED RURAL OR I	1	0.5800	$0	$151,589	$151,589
D1	REAL PROPERTY: QUALIFIED OPEN-	4	15.9900	$0	$694,497	$7,189
D2	RE PROPERTY FARMLAND RANCH I	1		$0	$14,159	$14,159
E1	REAL, FARM/RANCH, HOUSE	2	1.0000	$0	$290,212	$249,752
F1	REAL, Commercial	55	33.0019	$3,950,403	$20,007,856	$20,007,856
J3	REAL & TANGIBLE PERSONAL, UTIL	1	0.2187	$0	$43,300	$43,300
J6	REAL & TANGIBLE PERSONAL, UTIL	1	0.3015	$0	$59,699	$59,699
L1	TANGIBLE, PERSONAL PROPERTY, C	7		$0	$13,719,421	$13,719,421
M1	TANGIBLE OTHER PERSONAL, MOBI	24		$4,806	$959,892	$869,097
X	FULL EXEMPTIONS	7	2.1122	$0	$543,731	$0
		Totals	209.0883	$4,753,799	$146,289,748	$131,217,625

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
		1		$0	$19,200	$2,748
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	16,560	2,862.6947	$65,309,117	$2,506,377,976	$2,153,049,574
A2	REAL, RESIDENTIAL, MOBILE HOME	1,972	250.8937	$1,289,674	$109,759,880	$96,247,336
B1	REAL, RESIDENTIAL, DUPLEXES	1,069	244.2676	$30,314,323	$413,416,353	$412,641,997
B2	REAL, RESIDENTIAL, APARTMENTS	66	14.8442	$0	$24,544,517	$24,384,893
C1	REAL PROPERTY: VACANT LOTS AN	1,976	1,241.1533	$51,903	$175,598,508	$175,526,508
C3	REAL, VACANT PLATTED RURAL OR I	25	29.9414	$0	$7,041,419	$7,041,419
D1	REAL PROPERTY: QUALIFIED OPEN-	195	2,414.3081	$0	$152,584,466	$1,115,215
D2	RE PROPERTY FARMLAND RANCH I	10		$6,395	$67,088	$67,088
E1	REAL, FARM/RANCH, HOUSE	40	50.4860	$6,648	$8,947,926	$7,959,886
E2	REAL, FARM/RANCH, MOBILE HOME	2	1.1100	$0	$144,709	$144,709
E3	REAL, FARM/RANCH, OTHER IMPROV	18	214.9840	$0	$11,523,124	$11,523,124
F1	REAL, Commercial	1,599	2,667.7796	$24,094,426	$1,253,213,103	$1,253,169,559
F2	REAL, Industrial	16	35.1177	$0	$19,543,209	$19,543,209
G1	OIL AND GAS	356		$0	$2,666,563	$2,666,563
J1	REAL & TANGIBLE PERSONAL, UTIL	1		$432	$2,411	$2,411
J2	REAL & TANGIBLE PERSONAL, UTIL	6	6.9720	$0	$3,503,494	$3,503,494
J3	REAL & TANGIBLE PERSONAL, UTIL	39	34.1082	$24,660	$64,382,673	$64,382,673
J4	REAL & TANGIBLE PERSONAL, UTIL	16	1.0839	$453,390	$4,352,547	$4,352,547
J5	REAL & TANGIBLE PERSONAL, UTIL	4		$0	$86,960	$86,960
J6	REAL & TANGIBLE PERSONAL, UTIL	5	0.3015	$0	$350,359	$350,359
J7	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$7,008,180	$7,008,180
K1	FARM/RANCH PERS	1		$0	$7,140	$7,140
L1	TANGIBLE, PERSONAL PROPERTY, C	2,004		$5,521,768	$477,114,841	$408,853,309
L2	TANGIBLE, PERSONAL PROPERTY, I	75		$170,190	$7,775,430	$7,775,430
M1	TANGIBLE OTHER PERSONAL, MOBI	1,927		$1,319,614	$61,575,537	$53,693,172
M3	TANGIBLE OTHER PERSONAL	292		$8,927	$1,428,316	$1,237,470
O1	INVENTORY, VACANT RES LAND	8	1.2932	$0	$352,318	$352,318
O2	INVENTORY, IMPROVED RES	1	0.1610	$251,152	$287,925	$287,925
S	SPECIAL INVENTORY	98		$0	$53,070,797	$53,070,797
X	FULL EXEMPTIONS	995	2,189.6390	$3,768,641	$819,094,422	$0
		Totals	12,261.1391	$132,591,260	$6,185,841,391	$4,770,048,013

New Value

TOTAL NEW VALUE MARKET:	**$132,591,260**
TOTAL NEW VALUE TAXABLE:	**$124,666,898**

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	15	2022 Market Value	$2,317,219
EX366	HB366 Exempt	115	2022 Market Value	$41,119
		ABSOLUTE EXEMPTIONS VALUE LOSS		**$2,358,338**

Exemption	Description	Count	Exemption Amount
DP	Disability	19	$0
DPS	DISABLED Surviving Spouse	1	$0
DV1	Disabled Veterans 10% - 29%	3	$22,000
DV2	Disabled Veterans 30% - 49%	3	$31,500
DV3	Disabled Veterans 50% - 69%	5	$56,000
DV4	Disabled Veterans 70% - 100%	17	$204,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100	1	$12,000
DVHS	Disabled Veteran Homestead	13	$2,464,135
OV65	Over 65	260	$2,534,803
OV65S	OV65 Surviving Spouse	22	$190,000
	PARTIAL EXEMPTIONS VALUE LOSS	**344**	**$5,514,438**
		NEW EXEMPTIONS VALUE LOSS	**$7,872,776**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
	INCREASED EXEMPTIONS VALUE LOSS		
		TOTAL EXEMPTIONS VALUE LOSS	**$7,872,776**

New Ag / Timber Exemptions

New Annexations

Count	Market Value	Taxable Value
3	$902,789	$538,500

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,864	$153,507	$26,652	$126,855

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
10,844	$153,306	$26,624	$126,682

2023 CERTIFIED TOTALS

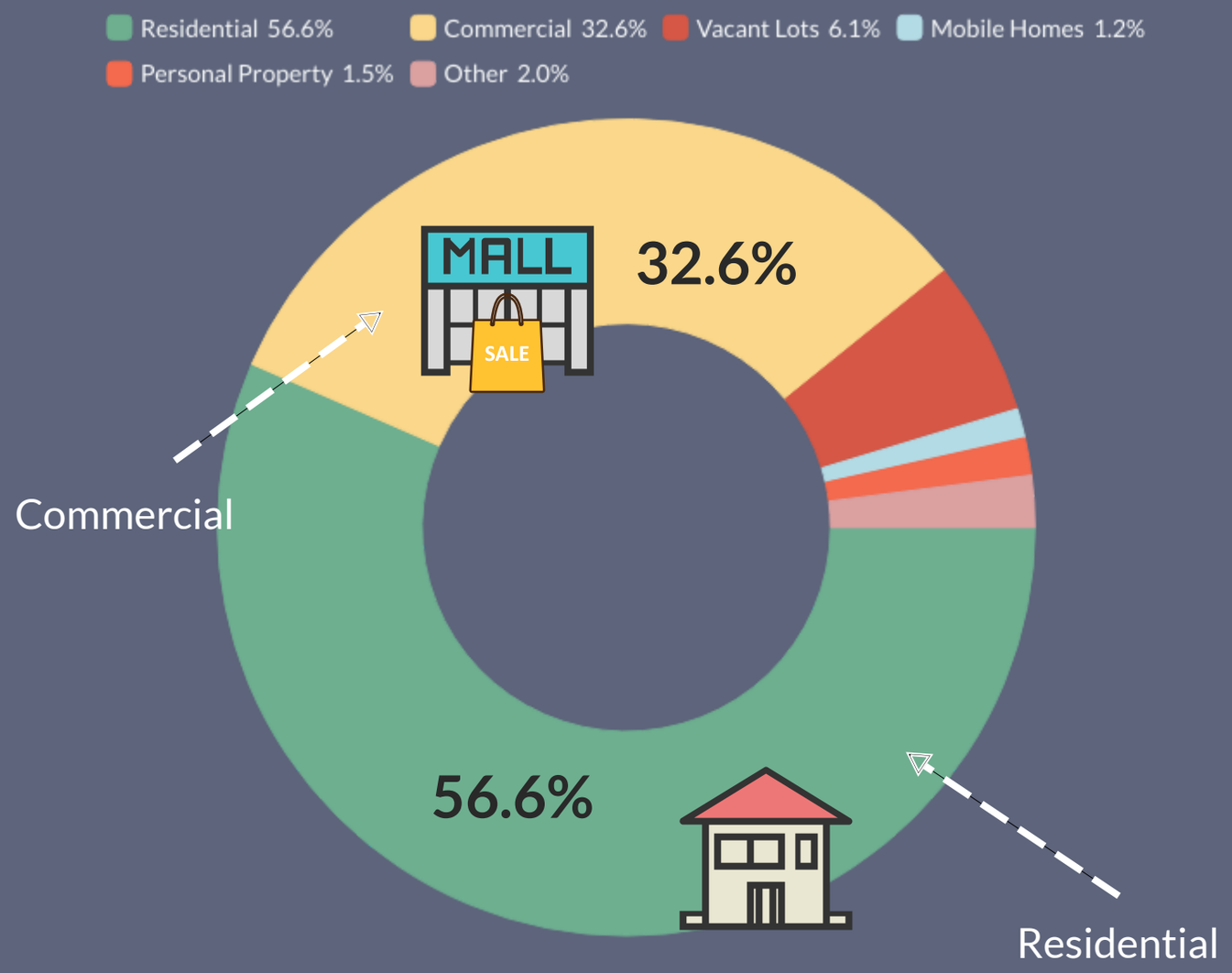
CPR - CITY OF PHARR

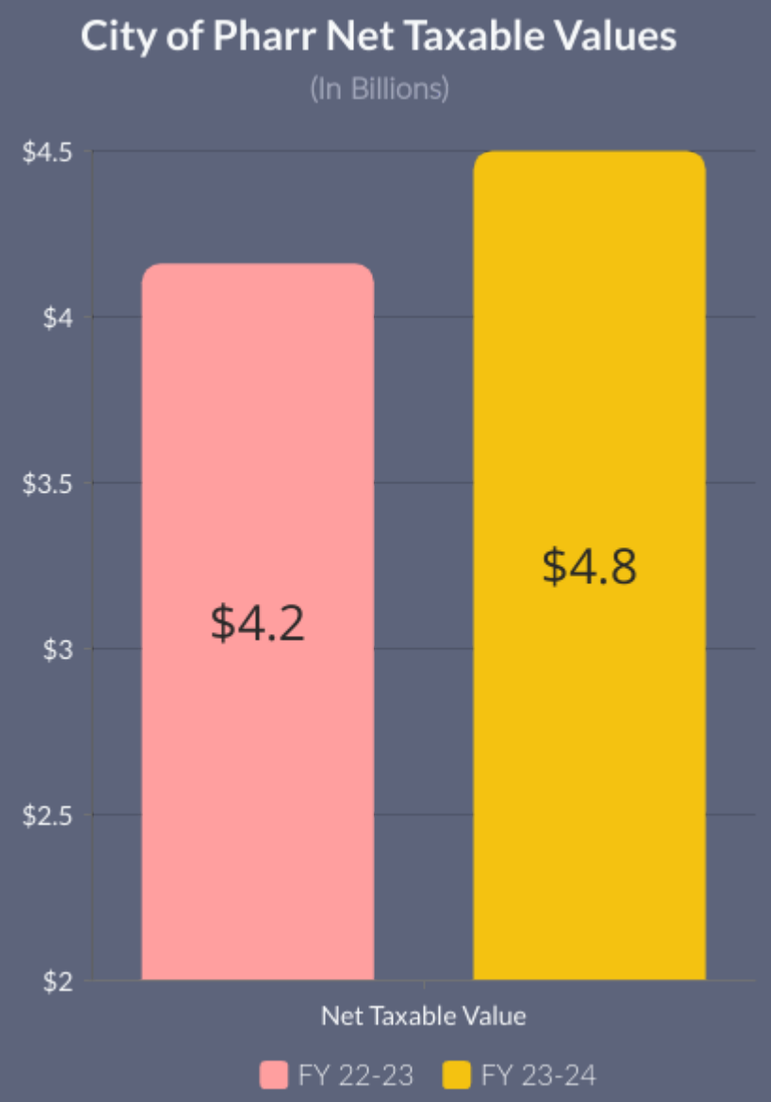
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
1,008	$146,289,748.00	$94,638,828

14.47% Increase in Property Value

(2.61% of growth is New Property)





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: August 1, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Discussion and action for vote on Proposed Tax Rate increase and schedule a Public Hearing. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Texas requires all municipalities to hold a public hearing whenever the proposed tax rate exceeds the no-new tax revenue rate. See Notice Attached. A Record vote has to be taken and the City has to announce the date of public hearing.

Fiscal Consideration: n/a

Staff Recommendation: To approve the *proposed* tax rate and schedule public Hearings as follows:

September 18th, 2023 at 4:00 p.m.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 8/1/2023
Ricardo Rodriguez	Approved - 8/1/2023
City Management Office	Final Approval - 8/4/2023

NOTICE OF 2023 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of $0.7176 per $100 valuation has been proposed for adoption by the governing body of City of Pharr.

PROPOSED TAX RATE	$	0.7176	per $100
NO-NEW TAX REVENUE TAX RATE	$	0.6390	per $100
VOTER APPROVAL TAX RATE	$	0.7283	per $100

The no-new revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2023 tax year and the 2024 tax year.

The voter approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval rate.

The proposed tax rate is greater than the no-new revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATA WILL BE HELD ON September 18th, 2023, at 4:00 p.m., at City of Pharr 118 C. Cage Blvd. Pharr, TX 78577. Second floor Commissioners' room.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or the opposition to the proposed tax rate by contacting the City Manager's Office of the City of Pharr at their offices or by attending the public hearing mentioned.

YOUR TAX OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (rate) x (taxable value of your property)/100

FOR the proposal:
AGAINTS the proposal:
PRESENT and not voting:
ABSENT:

The 86th Legislature modified the manner in which the voter-approval rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2023	2022	CHANGE
Total Tax Rate (per $100 of value)	0.7176	0.7176	0%
Average homestead taxable value	$ 153,507	$ 111,887	37%
Tax on average homestead	$ 1,102	$ 803	$ 299
Total tax levy on all properties	$ 33,252,646	$ 29,082,623	$ 4,170,023

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal, Jr.
City of Pharr Tax Assessor-Collector
2804 S Business Hwy 2281
Edinburg, TX 78539 (956) 318-2157

propertytax@hidalgocountytax.org

http://www.hidalgocountytax.org

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: August 3, 2023
MEETING DATE: August 7, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consultation with the Board of Commissioners on the City's Organizational Structure. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Closed Session
(* If closed session, City Attorney must review and approve.)

Issue: Item will be discussed in closed session.

Fiscal Consideration: N/A

Staff Recommendation: Consultation only

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 8/3/2023
Ricardo Rodriguez	Approved - 8/3/2023
City Management Office	Final Approval - 8/3/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: July 27, 2023
MEETING DATE: August 7, 2023

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a new agreement with Dr. Raul Barreda from McAllen, TX as the Medical Director for EMS, Fire, and Public Safety Communications. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Staff recommends awarding of a Professional Service Contract to Dr. Raul Barreda for Medical Services in the amount of $50,000 annually for a period of one (1) year with the option to extend for two (2) additional years in one (1) year increments. Project No. 2223-62-525-S57-01

Fiscal Consideration: There are no fiscal considerations.

Staff Recommendation: Staff recommends approval of agreement with the Medical Director.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No
Reason: This item is not excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 7/27/2023
Mayra Gomez	Approved - 7/27/2023
Ricardo Rodriguez	Approved - 7/27/2023
Karla Saavedra	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

This Agreement is made and executed on the date of signature below by and between the City of Pharr, Texas, a home ruled municipal Texas corporation, 118 South Cage, Pharr, Texas 78577, and Dr. Raul Barreda; 7308 N. 5th St., McAllen, Texas 78504.

I.

The City of Pharr hereby appoints Dr. Raul Barreda, Physician(s) currently licensed to practice medicine in the State of Texas, as the Medical Director(s) of the City of Pharr Emergency Medical Services (EMS), Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization, as may be created in the future, and Medical Authority for the City of Pharr, in compliance with the Texas Health and Safety Codes.

II.

It is agreed that the Medical Director(s) shall be paid a total of Fifty Thousand Dollars ($50,000.00) annually in equal monthly installments in exchange for the services rendered under this agreement.

III.

The Medical Director(s) will provide medical supervision of City of Pharr Emergency Medical Services (EMS), Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization. The medical Director will also serve as liaison to the medical community, develop protocols and standing orders for the EMS personnel and units, approve medical protocols used by Emergency Medical Dispatchers through Medical Priority Dispatch Systems approve EMS medical equipment and personnel permitted to function within the EMS system; guide and direct the Director of Emergency Medical

Services and his staff, approve EMS training programs and training personnel, receive input from emergency departments and community physicians, advise the City of Pharr regarding creation and enforcement of Ordinances pertaining to EMS disaster preparedness, and communications and dispatch procedures related to EMS, receive and investigate complaints, participate in ongoing medical audits, review and of EMS personnel and system functions, and report to the Texas Department of Public Safety (TDPS) the goals and progress of the EMS.

The Medical Director will be required to perform services between a minimum of 10 to 15 hours monthly and shall be available as needed.

IV.

The Medical Director shall also comply with the below qualifications and requirements:

1. Be in good standing with the Texas Medical Board.
2. Reside within 50 miles of the City of Pharr.
3. Be familiar with the design and operation of pre-hospital EMS systems.
4. Register as an EMS and First Responder Organization (FRO) Medical Director with the Texas Department of State Health Services.
5. Attend training/continuing education for Medical Directors.
6. Have knowledge of local mass casualty and disaster plans.
7. Have knowledge of tactical EMS.
8. Be familiar with the training and/or continuing education of EMS personnel.
9. Be familiar with the medical audit process and the Medical Dispatch audit process; review, and critique of the performance of EMS personnel.
10. Be familiar with the administrative and legislative environment affecting regional and/or state prehospital EMS organizations.
11. Be familiar with dispatch and communications operations of prehospital. emergency units.
12. Be knowledgeable about laws and regulations affecting local, regional, and state EMS operations.
13. Respond to questions or inquiries within 24 hours.
14. Provide their own liability, medical malpractice insurance and other applicable insurances as specified by the City, at their own expense.

The Medical Director(s) will be expected to perform the following scope of work:

1. Fulfill the EMS Medical Director responsibilities for administrative and system oversight, protocol development, training, quality management, medical liaison, including coordinating with leadership to identify educational needs through the Continuous Quality Improvement process.
2. Assist in developing the monthly drills.
3. Work with personnel to establish, meet and evaluate the system and individual performance metrics.
4. Be active in the department Continuing Education (CE) program.
5. Provide necessary medical oversight for non-EMS personnel who may be involved in potential future Mobile Integrated Healthcare Programs (MIH).
6. Set and ensure compliance with patient care standards, including communications standards, and dispatch and medical protocols.
7. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and dispatch.
8. Shall conduct a "Quarterly Case Review" to discuss specific patient care the paramedics are providing in the pre-hospital environment. Case review may be conducted more frequently if a need is identified.
9. Shall be responsible to update and keep current the EMS standing orders/protocols for City of Pharr EMS. Protocols will be reviewed and updated on a bi-annual basis at minimum.
10. Provide power of attorney to City of Pharr staff to allow procurement of controlled substances.

V.

The Medical Director is acting as an independent contractor and is not an employee of the City of Pharr.

Medical Director agrees to indemnify and hold harmless the City of Pharr, its Mayor, Commissioners, Attorneys, Affiliates, Branches, Officers, Volunteers, Agents and Employees (collectively, hereinafter referred to as "the City"), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind or nature made upon the City,

or any part thereof, directly or indirectly arising out of, resulting from or related to Medical Director's activities under this Agreement, including any acts or omissions of Medical Director,

including any agent, officer, director, representative, employee, or consultant of Medical Director while in the exercise or performance of the rights and duties under this Agreement, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. Medical Director shall promptly advise the City in writing of any claim or demand against the City related to or arising out of Medical Director's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Medical Director's cost.

This Agreement may not be sold, transferred, or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

The Agreement shall remain in effect for a term one (1) year commencing the 1st day of October 2013, with the option of two (2) one-year extensions. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

NOTICE TO CITY SHALL
BE DELIVERED TO:
Dr. Jonathon B. Flores, Interim City Manager
118 S. Cage Blvd.
Pharr, Texas 78577

NOTICE TO MEDICAL DIRECTOR
SHALL BE DELIVERED TO:
Dr. Raul Barreda, M.D.
7308 N. 5th St.
McAllen, Texas 78504

The Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this ____ day of XXXXXXX, 2023.

The City of Pharr:

_____

Dr. Jonathon B. Flores, Interim City Manager

ATTEST:

_____

Hilda Pedraza, CITY SECRETARY

APPROVED AS TO FORM ONY:

_____

Ricardo Rodriguez Jr., CITY ATTORNEY

MEDICAL DIRECTOR:

_____

Dr. Raul Barreda, M.D.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: August 2, 2023
MEETING DATE: August 7, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on agreement with Military Water Supply Corporation to allow the City of Pharr to provide Emergency Water Services for Fire Protection.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Portions of the CIty of Pharr's extra-territorial jurisdiction overlap with the Military Highway Water Supply Corporation's (MWSC) service area, which is also referred to as the Certificate of Convenience and Necessity (CCN). As part of the CIty's approval process for new development, water lines and fire hydrants are required to be extended into any new development within the one and a half mile extra-territorial jurisdiction to provide fire protection.

In order to allow for the extension of City water lines/hydrants into the MWSC CCN, an agreement is proposed between the two entities. Under the proposed agreement, MWSC will still be responsible for providing the domestic water supply to any user or proposed development inside their CCN. The agreement also allows the City to extend separate water lines and fire hydrants to provide fire protection only for any new developments inside the MWSC CCN.

Fiscal Consideration: The cost for the extension of any water lines/hydrants allowed by this agreement will be the responsibility of subdivision developers.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement between the Military Water Supply Corporation and the CIty of Pharr for emergency water services as presented.

Alternatives: Dis-approve the agreement

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 8/2/2023
Ruben Rosales	Approved - 8/2/2023
Ricardo Rodriguez	Approved - 8/2/2023
Karla Saavedra	Approved - 8/4/2023

City Management Office Final Approval - 8/4/2023

COOPERATION AGREEMENT FOR THE PROVISION OF EMERGENCY WATER SERVICES

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Cooperation Agreement ("***Agreement***") is made this _____ day of _____, 2023, by and between the City of Pharr (hereinafter referred to as "***City***") and Military Highway Water Supply Corporation (hereinafter referred to as "***MHWSC***"), via their duly authorized governing bodies, with regard to the Majestic International Trade Port Subdivision.

1. The MHWSC presently holds a certificate of convenience and necessity ("CCN") to provide a region including the Majestic International Trade Port Subdivision with potable water under the rules and regulations of the Texas Commission on Environmental Quality (hereinafter referred to as "***TCEQ***"). MHWSC's infrastructure does not provide emergency water supply services to areas within the City of Pharr ("Service Area") but can supply potable water supply for ordinary consumer and commercial purposes in accordance with MHWSC's responsibilities under State Law.

2. The City has expressed the desire and capability to install, build out, operate, and supply fire hydrants in the Service Area to provide emergency water supply services to customers in the Service Area.

3. The MHWSC agrees to cooperate with the City with regard to the Service Area as it related to Emergency Water Services. Under the Agreement, the City will install fire hydrants and supporting infrastructure and supply emergency water to those instrumentalities in compliance with State Law. In exchange, the City agrees not to expand the size or scope of its services beyond the details outlined here. Under all circumstances, the City must not take subsequent acts to harm the MHWSC's provision of quality water supply services to its customers and its collective service region.

4. The City shall be exclusively responsible for the emergency water services and fire hydrants installed and operated and must ensure those instrumentalities comport to State law requirements for flow and reliability. The City may assess any reasonable fees permitted by law in exchange for its services, and to that end, the MHWSC will agree to cooperate and support these efforts.

5. THE PARTIES HEREBY RELEASE, ACQUIT, CANCEL AND FOREVER DISCHARGE EACH OTHER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, PARENTS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS, LIABILITIES, OR CONTROVERSIES OF ANY KIND WHATSOEVER, WITH RESPECT TO THE LICENSING AGREEMENT WHETHER KNOWN OR UNKNOWN, WHETHER LIQUIDATED OR UNLIQUIDATED, THAT EACH TOGETHER WITH HIS

INSURERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, PARENTS, SUBSIDIARIES, AFFILIATES AND ASSIGNS MAY CLAIM AGAINST THE OTHER INCLUDING BUT NOT LIMITED TO ANY ALLEGED BREACH OF CONTRACT, ANY ALLEGED MALICIOUS PROSECUTION OR RELATED CLAIMS, AND ANY OTHER CLAIMS THAT WERE, COULD HAVE BEEN, OR MIGHT HAVE BEEN ALLEGED, EXCEPT FOR THE OBLIGATIONS AS SET FORTH IN PARAGRAPH 8 ABOVE.

6. If the City plans to assess reasonable fees, the City must send written notice of its provision of limited services to all customers within the Service Area thirty (30) days prior to the date the City commences service.

7. Any lines installed by the City which run through the Service Area which are necessary for service of emergency water services to customers shall not become the property of MHWSC but shall remain the property of the City.

8. Failure to perform under this Agreement shall entitle the non-breaching party to enforce this Agreement by a request for specific performance or injunctive relief in addition to any remedy in damages that either party may be entitled to.

9. 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.

10. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Buyout and Transfer Agreement shall be deemed to be a waiver of any other breach of the same or other term, condition, or covenant contained herein.

11. The Parties are prohibited from indemnifying third parties under Article 3 of the State Constitution and this Licensing Agreement shall not be construed to provide otherwise.

12. Each party represents and warrants that (i) it has carefully reviewed this Licensing Agreement, (ii) it has at all times been represented by and consulted with legal counsel concerning this Agreement, (iii) any questions that it has pertaining to this Agreement have been answered and resolved to the party's satisfaction, (iv) its decision to execute this 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 constitutes the entire Agreement and understanding of the parties, (vi) each has not assigned, conveyed, hypothecated or transferred any interest in any cause of action relating to the above described claims, (viii) each party understands that the other party is relying upon these representations and warranties in entering into this Agreement, and (viii) this Agreement may not be amended, modified, or changed orally.

[*Signature Page Follows*]

IN WITNESS WHEREOF, THE PARTIES, via their duly authorized representatives have executed this Licensing Agreement as of the date stated herein.

City of Pharr

By:_____
Mayor Dr. Amos Hernandez
City of Pharr

Military Highway Water Supply Corporation

By: _____
Mr. Santiago Sanchez, President
Board of Directors
Miliary Highway Water Supply Corporation

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: August 3, 2023
MEETING DATE: August 7, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to amend Contract with Burton, McCumber and Longoria from McAllen, TX for External Auditor Services in the amount of $71,000 and add Tax Increment Reinvestment Zone #1 and Tax Increment Reinvestment Zone #2 .**This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: An increase in fees due to higher workload and the request for component unit audits for TIRZ No. 1 and TIRZ No. 2 which totals $71,000. The new proposed breakdown is attached,

Fiscal Consideration: An additional $41,000 for the City and $30,000 for TIRZ No. 1 and TIRZ No 2

Staff Recommendation: To approve

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 8/3/2023
Karla Saavedra	Approved - 8/3/2023
Ricardo Rodriguez	Approved - 8/4/2023
City Management Office	Final Approval - 8/4/2023

The Right Choice. BML Burton McCumber & Longoria, LLP
CPAs & Advisors
McAllen · Brownsville

July 26, 2023

To the Honorable Mayor, Members of the City Council
and Management
C/O; Karla Saavedra – Finance Director
City of Pharr, Texas
118 S. Cage Blvd
Pharr, Texas 78577

Regarding: Change in Fee Estimate #1

Based on our engagement letters dated November 1, 2022, we were engaged to audit the financial statements of the City of Pharr and its component units as of for the year ended September 30, 2022. Our original fee estimates were based on anticipated cooperation from your personnel and that unexpected circumstances would not be encountered. Also, that the books and records would be in good order and there would be minimal, if any, adjustments. Since the commencement of our engagement, we have incurred and will continue to incur unanticipated time related to the completion of these audits due to a number of factors to include but not limited the City's inability to provide us information necessary to complete these audits timely. As a result, we must revise our fee estimates as described below.

Revised Fee Estimates

Annual Comprehensive Financial Report	$120,000
Pharr Economic Development Corporation	$20,000
Pharr Housing Finance Corporation PHFC	$15,000
PHFC – Jackson Place Apartment	$15,000
Greater Chamber Of Commerce	$12,000
TIRZ #1	$15,000
TIRZ #2	$15,000

For each of the entities above, we continue to assume that the City's Finance Department will prepare the financial statements and related notes as well, where applicable, any supplementary information. The separate audits of TIRZ #1 and #2 were requested by the City's Finance Department. The issuance of these separately issued audit reports was not requested in the City's solicitation for request for proposals and thus contemplated in deriving our original fee estimates.

Based on the above, the City will be billed for the time expended in amounts approximating our revised fee estimates. To the extent that additional issues arise that cannot be reasonably considered at this time, we will make sure to let you know. The terms and conditions of payment as well as the others items included in our original engagement letter dated November 1, 2022 will continue to apply.

Should you have any questions regarding the above Revised Fee Estimate or other aspects of these audits, please do not hesitate to contact me.

Very Truly Yours,

BURTON MCCUMBER & LONGORIA, LLP

Ricky Longoria, CPA, CFE
Partner

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RESPONSE:

This letter correctly sets forth the understanding of the City of Pharr, Texas

_____
Authorize Signature

_____
Date