



**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
THURSDAY, OCTOBER 5, 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. PROCLAMATIONS:

- A) Proclamation proclaiming October 2-6, 2023 as Digital Inclusion Week 2023.
- B) Proclamation proclaiming October 5, 2023 as World Teachers' Day.
- C) Proclamation proclaiming October 8 -14, 2023 as Fire Prevention Week.
- D) Proclamation proclaiming October 14, 2023 as Alzheimer's Awareness Day.
- E) Proclamation proclaiming October 23-31, 2023 as Red Ribbon Week.
- F) Proclamation proclaiming October 2023 as Community Planning Month.

3. 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

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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.

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 September 18, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on request from PSJA ISD to close Kelly Avenue from Gumwood to Fir for a Community Trunk or Treat event on October 30, 2023 from 5:30 p.m. to 7:30 p.m. **This item supports SSC - Safe and Secure Community.** (ADMINISTRATION)

C) Consideration and action, if any, on request from Pharr-San Juan-Alamo ISD for road closures for the PSJA ISD Marching Festival on October 7, 2023, and the UIL Region 15 Marching Band Contest (Pigskin) on October 14, 2023. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Sludge Management Services for Public Utilities. **This item supports IF - Infrastructure.** (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for City Wide On-Call HVAC Services. **This item supports IF - Infrastructure.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Service to Generate Chlorine Dioxide, Purchase and Delivery of Sodium Chlorite and Purchase and Installation of new equipment. **This item supports IF - Infrastructure.** (PURCHASING)

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G) Consideration and action, if any, authorizing City Manager to amend the Service Contract for City Wide Pest Control Services with Pro-Tech Exterminating Services from McAllen, TX for one (1) additional year. **This item supports IF - Infrastructure.** (PURCHASING)

H) Consideration and action, if any, authorizing the City Manager to advertise for bids for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II (CSJ: 0921-02-432). **This item supports QL - Quality of Life.** (ENGINEERING)

I) PLATS:

1. Pablo Soto Jr. P.E., representing Carlos Juvera and Rosita Juvera, owners, are requesting final plat approval of the proposed JCR III Subdivision. The property is legally described as being a Replat of Lot 2, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Leslie Avenue. SUB#210826 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Treviño Engineering, representing Alejandro Barrera, is requesting final plat approval of the proposed Central Materials II Subdivision. The property is legally described as being a 9.57 acre tract of land, more or less, out of Lot 99, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 500 Block of East Nolana Loop. SUB#211245 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Robles Engineering, LLC, representing Jorge A. Espino, owner, is requesting final plat approval of the proposed La Piedad Subdivision. The property is legally described as being a 0.684 acre out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of East Sam Houston Avenue. SUB#211144 **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 and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance. **(1st Reading) This item supports QL - Quality of Life.** (HR)

B) 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 0.104 acre tract of land out of Lot 1, Block 1, Re-subdivision of Closner Subdivision located on South Veterans Road and Doffing Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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C) 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 1.71 acres, more or less, located on the right-of-way of South Veterans Road and Doffing Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

D) 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 241.56 acre tract of land, out of Porcion 71, located on the south side of Doffing Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2024-2025. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

7. ADMINISTRATIVE:

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

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase one (1) Gasboy fuel pump for Public Works from JF Petroleum Group, Inc. from Edinburg, TX for \$94,871.89 through Buy Board Cooperative Contract # 673-22. **This item supports IF - Infrastructure.** (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Hidalgo County Regional Mobility Authority for Administrative and Staffing Services. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on agreement with Pyro Show of Texas for the fireworks display for the Salute to Veterans on Saturday, November 4, 2023 in the amount of \$35,000.00. **This item supports QL - Quality of Life.** (FIRE)

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C) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Kronos SaaS, Inc. from Branchburg, NJ for UKG Kronos Support time and attendance subscription services for the amount of \$45,741.70. **This item supports SE - Service Excellence.** (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for road/traffic and promotional commercial route signs in Reynosa with XOANA Entertainment Company, Inc. for the amount of \$33,000.00 **This item supports EV - Economic Vitality.** (BRIDGE)

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:*

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

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so that such discussion is informative and developed.

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

12. 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 2nd day of October 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 2nd day of October 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: _____

Proclamation



WHEREAS, broadband services are essential infrastructure for the twenty-first century and play an important role in providing access to knowledge and opportunities from communities locally and around the world; and

WHEREAS, digital equity ensures that all individuals have the information technology capacity needed for full participation in our society, democracy, and economy, and is necessary for civic and cultural participation, lifelong learning, and access to essential services; and

WHEREAS, Digital Inclusion Week 2023 is sponsored by the National Digital Inclusion Alliance and aims to raise awareness of solutions addressing home training and support programs; and

WHEREAS, Digital skills are a gateway for career advancement and crucial for economic growth, intergenerational wealth-building and prosperity; and

WHEREAS, City of Pharr is committed to closing the digital divide and providing digital equity for its residents through the work and deployment of TeamPharr.Net within our community and through our outreach campaign, Pharr Connect.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby recognize and proclaim the week of October 2-6, 2023 as:

“Digital Inclusion Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

Proclamation



***WHEREAS**, City of Pharr's future strength depends on providing a high-quality education to all students; and*

***WHEREAS**, teacher quality matters more to student achievement than any other school-related factor; and*

***WHEREAS**, teachers spend countless hours preparing lesson plans and supporting students; and*

***WHEREAS**, our teachers have demonstrated great resilience, adaptability and creativity during the COVID-19 crisis; and*

***WHEREAS**, our community recognizes and supports its teachers in educating the children of this community; and*

***WHEREAS**, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and*

***WHEREAS**, City of Pharr encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 5, 2023 as:*

"World Teacher's Day"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the Pharr Fire Department is committed to ensuring the safety and security of all those working, living in and visiting the city of Pharr; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association, and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020 ; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, Pharr residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of Pharr residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU. Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires; and

WHEREAS, the City of Pharr urges all the people to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023 and to support the many public safety activities and efforts of the City of Pharr Fire Department.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 8th – 14th, 2023 as:

“Fire Prevention Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



***WHEREAS**, Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and*

***WHEREAS**, an estimated 6 million people in the United States are living with Alzheimer's, including 400,000 in Texas; and*

***WHEREAS**, Alzheimer's disease is the sixth leading cause of death in the United States and the fifth leading cause among the elderly; and*

***WHEREAS**, according to the Alzheimer's Association's Facts and Figures report, the direct costs of caring for those with Alzheimer's to American society is valued at \$321 billion and more than 11 million caregivers provide 16 billion hours of unpaid care to those with Alzheimer's or other dementia; and in Texas, nearly 1.1 million family members and friends cared for people with Alzheimer's and other dementia, providing 1.8 billion hours of unpaid care, with the annual value of this caregiving totaling \$25.8 billion; and*

***WHEREAS**, in recognition of the individuals, families, friends and caregivers dealing with Alzheimer's disease, and the researchers who are seeking a cause or cure; and*

***WHEREAS**, the City of Pharr recognizes the efforts of the Alzheimer's Association to raise funds and promote awareness to fight Alzheimer's and other dementia, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 14, 2023 as:*

"Alzheimer's Awareness Day"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



Proclamation



WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, October 23-31, 2023, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week; and

WHEREAS, the Red Ribbon Initiative will be observed year-round presenting a unified and visible commitment of our intolerance towards the use of drugs and calling all citizens of Pharr-San Juan-Alamo to participate in year round drug-free activities.

NOW THEREFORE, I, AMBROSIO HERNANDEZ, MAYOR OF THE CITY OF PHARR, MARIO GARZA, MAYOR OF THE CITY OF SAN JUAN, DIANA MARTINEZ, MAYOR OF THE CITY OF ALAMO, AND DR. CYNTHIA A. GUTIERREZ, PRESIDENT OF PSJA ISD SCHOOL BOARD: by the virtue of the authority vested in us and on behalf of the City Commissions of Pharr, San Juan, Alamo, and PSJA ISD do hereby proclaim the 23rd -31st day of October 2023 as:

“Red Ribbon Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of San Juan to be affixed on this _____ of _____, 2023.

ATTEST:

CITY OF SAN JUAN

Brenda Escalante, City Secretary

Mario Garza, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Alamo to be affixed on this _____ of _____, 2023.

ATTEST:

CITY OF ALAMO

Alexandra Rangel, City Secretary

Diana Martinez, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the PSJA ISD to be affixed on this _____ of _____, 2023.

ATTEST:

Pharr-San Juan-Alamo ISD

Estella Garza, Board Secretary

Dr. Cynthia Gutierrez, Board President

Proclamation



***WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, townships, rural areas, and other places; and*

***WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live and provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

***WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

***WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and*

***WHEREAS**, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and*

***WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Pharr.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 2023 as:*

“Community Planning Month”

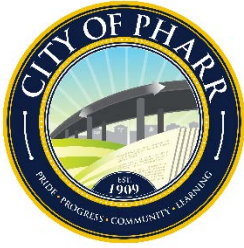
***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of October 2023.*

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: September 29, 2023

MEETING DATE: October 5, 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: Presentation

Fiscal Consideration: N/A

Staff Recommendation: Presentation only

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 9/29/2023
Final Approval - 9/29/2023



Report on Capital Improvement Project Activity Construction – October 2023

City Engineer – Ruben Alfaro, PE
Monday, October 2, 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 days
Time to Date: 1116 days (119%)
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: Contractor working on last punch-list items, minor issues and access to 2nd BSIF exit booths roof.

Next Step: Contractor was notified by the city of an expected completion date of October 4, 2023.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit*



Pharr
Engineering



CONSTRUCTION

Engineer: Chanin Engineering

Contractor: Mata Construction

CM: City of Pharr

Notice to Proceed: July 17, 2023

Contract Time: 30 days

Time to Date: 52 days (173%)

Contract Amount: \$39,600.00

Change Orders: \$0.00

Current Contract: \$39,600.00

Placed to Date: \$31,600.00 (80%)

Description: The project generally consists of adjusting the current fountain foundation to account for the weight of the statue and building a pedestal for the statue to sit in.

Status: Contractor has poured foundation and pedestal in preparation for the statue installation.

Next Step: Contractor to work on tile to match existing travertine and fountain tile.



09-27-2023

Downtown statue



Pharr
Engineering



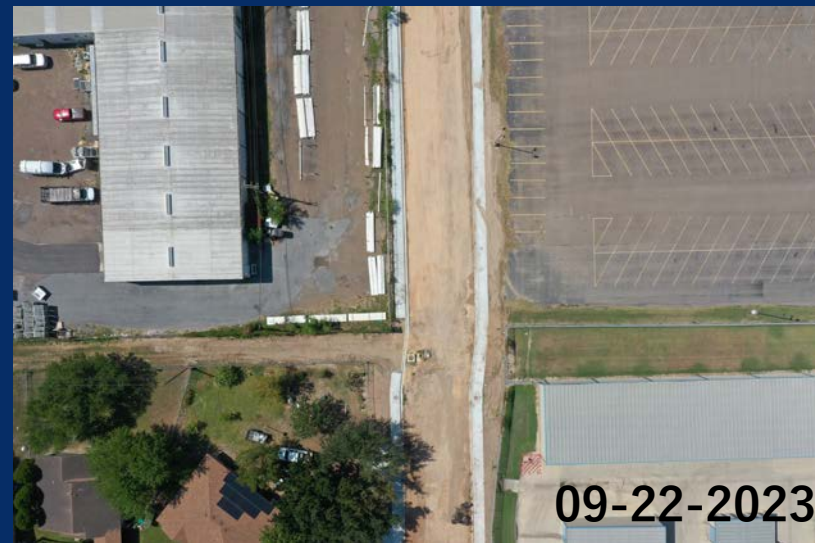
CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022
Contract Time: 120+112= 232 days
Time to Date: 480 days (207%)
Contract Amount: \$314,717.70
Change Orders: \$0.00
Current Contract: \$314,717.70
Placed to Date: \$199,586.77 (63%)

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 is preparing the caliche flex base for TxDOT's ROW entrance, placing rebar to pour concrete along the Frontage Rd. and remaining curb and gutter.

Next Step: Contractor will prime coat the flexible base and prepare for asphalt laying.



N. Fir Ave. Paving Improvements



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: $120+405+200=725$ days
Time to Date: 815 days (112%)
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: Canopy Installation, waiting on parts.
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/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022 (new)
Contract Time: 316 days

Time to Date: 189 days (60%)

Contract Amount: \$2,325,300.55

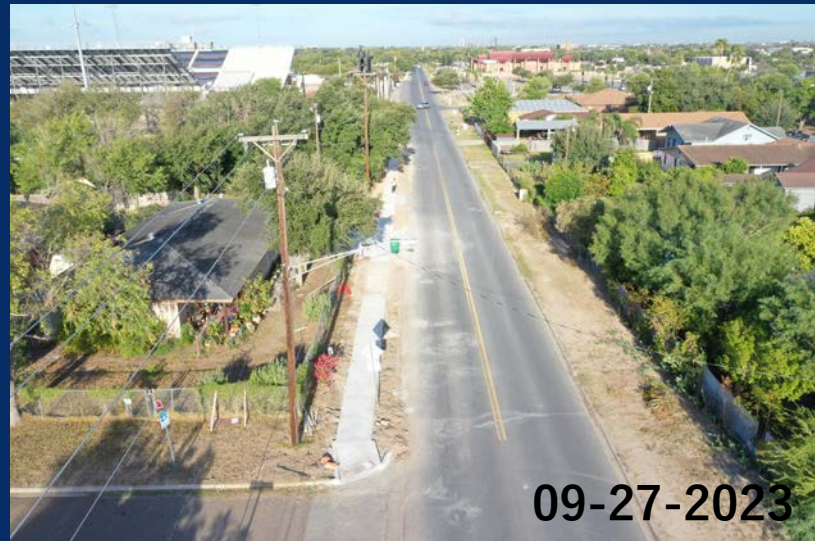
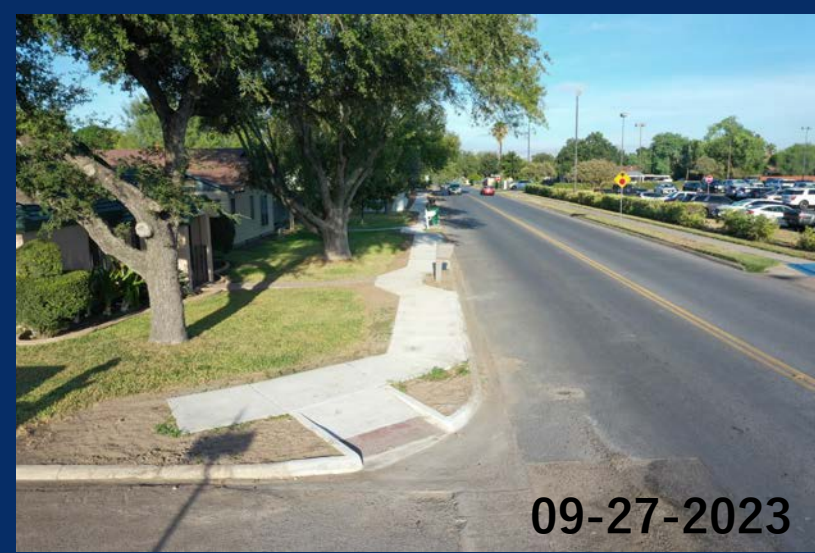
Change Orders: \$1,677.44+\$121,359.62

Current Contract: \$2,448,337.61

Placed to Date: \$786,236.38 (32%)

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 working on forming the last section along E. Kelly Ave. from Huisache St. to S. Ironwood St.
Next Step: Contractor will go back to work on S. Dogwood St. & E. Kelly Ave. and go west towards S. Athol St.



PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION



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: October 5, 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: September 27, 2023

MEETING DATE: October 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Approval of Minutes for September 18, 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, September 18, 2023 at 4pm

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 9/27/2023
Final Approval - 9/27/2023

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, SEPTEMBER 18, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 18, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez

STAFF PRESENT: Jonathan, Interim City Manager
David Friedlein, ACM
Hilda Pedraza, Interim ACM/City Clerk
Imelda Perez, Asst. City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescascas, Municipal Court Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Jamison Merrick, Asst. Director of O.S.E.
Ruben Rosales, Public Utilities Dir.
Cynthia Garza, CDBG/External 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
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.
Cynthia Gutierrez, Health Dir.

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

MINUTES: REGULAR CALLED MEETING

September 18, 2023

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

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:03 p.m. Roll call established a quorum.

Comm. Medina moved to excuse absent members. Comm. Pacheco seconded the motion and when put to a vote, it carried unanimously.

Comm. Chavez was not present at the time of roll call but arrived at 5:15 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING SEPTEMBER 19, 2023 AS NATIONAL IT PROFESSIONALS DAY

Comm. Caballero read proclamation proclaiming September 19, 2023 as National IT Professionals Day. Jose Pena, IT Director, and his staff received the proclamation and thanked the Commission for the recognition.

B) PROCLAMATION PROCLAIMING SEPTEMBER 23, 2023 AS SHRINERS LEGION OF HONOR VETERANS DAY

Mayor Pro Tem Carrillo read proclamation proclaiming September 23, 2023 as Shriners Legion of Honor Veterans Day. Gilbert Medina and Shriners members received the proclamation. Mr. Medina extended an invitation to the Commission to attend their Military Ball honoring and saluting our veterans on Saturday, September 23, 2023.

C) PROCLAMATION PROCLAIMING SEPTEMBER 25, 2023 AS NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS

Comm. Pacheco read proclamation proclaiming September 25, 2023 as National Day of Remembrance for Murder Victims.

Robert Garcia and survivors of homicide victims received the proclamation and extended an invitation to the Commission to attend their annual candlelight vigil on September 25, 2023.

ITEM 3. PUBLIC TESTIMONY

Pedro Garcia, Pharr Community Theater, spoke on agenda item 9.B and thanked the Commission and the citizens for their continued support of the arts.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE 2023 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF PHARR

There were no comments from the public.

C) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON BUDGET FISCAL YEAR 2023-2024

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR SEPTEMBER 2023. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

Jonathan Flores, Interim City Manager, introduced the item and briefly stated the City of Pharr showed an increase of 1.54% year-to-date true growth compared to last year and 2.68% increase compared to last September 2022 payments.

B) CITY EVENTS OF INTEREST

Jonathan, Interim City Manager, introduced the item and called upon Andrew Canon, RGVMPD Executive Director, for a presentation.

Andrew Canon, RGVMPD Executive Director, provided an update on the 2024 Unified Transportation Program (UTP) projects. He also went over on the Category 10 Carbon Reduction Program (CRP) and stated this program included the Pharr Bridge commercial vehicle parking site, regional signal improvements, southmost nature trail, and bus passenger loading areas and facility improvements. Lastly, Mr. Canon stated their annual charity event, Kickstands for Kids, would take place on Friday, September 22, 2023 to deliver school supplies to the kids at Carmen-Anaya Elementary.

At this time, Yuri Gonzalez, Chief Communications Officer, announced the Pharr Parks & Recreation Department would be traveling to Denton, Texas to place a bid on the Games of Texas for 2027-2028. A promotional video was shown.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR SEPTEMBER 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-2006-47 OF THE CITY OF PHARR, TEXAS, CHAPTER 118, SUBDIVISION, ADDING SECTION X - FIBER OPTIC (3RD AND FINAL READING). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF A 14.88 ACRE TRACT OF LAND OUT OF LOT 5, CLOSER 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 (3RD AND FINAL READING). THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT FOR THE PURCHASE AND APPLICATION OF PRIME COAT AND TACK COAT WITH ASPHALT OIL EXPRESS OUT OF EDINBURG, TX. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- E) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 1 IN THE AMOUNT OF \$7,532.00 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GDJ ENGINEERING FOR THE VETERANS ROAD/HIKE & BIKE EXPANSION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

 - 1. R.E. GARCIA & ASSOCIATES, REPRESENTING RAMIRO RIVAS, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 8.0 ACRES, MORE OR LESS, OUT OF THE EAST 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 375, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1400 WEST HI-LINE ROAD. COZ#230818 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**
 - 2. RJC ENGINEERING & CONSTRUCTION, LLC., REPRESENTING JESUS JAVIER MONTERO-CASILLAS, OWNER, REQUESTED A CHANGE OF ZONE FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD) TO TOWNHOUSE RESIDENTIAL DISTRICT (R-TH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.73 ACRES, MORE OR LESS, OUT OF LOT 2, F. GEHLERT SUBDIVISION, OUT OF LOT 189, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL**

MINUTES: REGULAR CALLED MEETING

September 18, 2023

ADDRESS IS 200 EAST HELMER STREET. COZ#230819 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

3. TAQUERIA BORREGO PINTO REQUESTED RENEWAL OF THE CONDITIONAL USE 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 212, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6615 SOUTH JACKSON ROAD. CUP#180208 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

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

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

Ordinance Nos. O-2023-43, O-2023-44, O-2023-45, and O-2023-46 are filed with the City Clerk's office.

At this time, Alternate Mayor Pro Tem Carrillo 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 4:47 p.m., Alternate Mayor Pro Tem Carrillo 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.

Comm. Chavez entered the meeting at this point of the agenda. The time being 5:15 p.m.

ITEM 11. RECONVENE

The time being 5:32 p.m., Alternate Mayor Pro Tem Carrillo stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION:

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND APPROVING BUDGET FOR YEAR BEGINNING OCTOBER 1, 2023 ENDING**

MINUTES: REGULAR CALLED MEETING

September 18, 2023

SEPTEMBER 30, 2024 (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Jonathan Flores, Interim City Manager, introduced the item. He briefly stated the budget was balanced and recommended approval.

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

Ordinance No. O-2032-47 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING TAX RATE FOR FY 2023-2024 (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY (FINANCE)

Jonathan Flores, Interim City Manager, introduced the item.

Comm. Carrillo **moved** that the property tax rate be increased by the adoption of a tax rate of $\phi.7676$, which is effectively a 20.12% percent increase in the tax rate. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) nay. Comm. Medina voted against the motion.

Ordinance No. O-2023-48 is filed with the City Clerk's office.

ITEM 8. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ADDITIONAL FIBER OPTIC DATA CENTER EQUIPMENT FOR TEAMPHARR.NET FROM CALIX, INC, THROUGH SOLE SOURCE PROPOSAL IN AN AMOUNT NOT TO EXCEED \$97,870.55. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)

Jonathan Flores, Interim City Manager, introduced the item.

Comm. Chavez **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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR AND SOUTH TEXAS COLLEGE FOR CONTINUING EDUCATION UNITS FOR EMERGENCY MEDICAL SERVICES TRAINING. THIS ITEM SUPPORTS SG - SOUND

GOVERNANCE AND FISCAL SUSTAINABILITY. (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, Interim City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR COMMUNITY THEATRE FY2023-2024.THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (LIBRARY)

Jonathan Flores, Interim City Manager, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF CLOUD MANAGEMENT SUBSCRIPTION SERVICES FOR TEAMPHARR.NET FROM CALIX, INC. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (IT)

Jonathan Flores, Interim City Manager, introduced the item.

Comm. Flores 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 RENEW CONTRACT WITH BILLING DYNAMICS FOR BILLING SERVICES PROVIDED TO THE EMERGENCY MEDICAL SERVICES DEPARTMENT. (PROJECT NUMBER: 2223-62-525-S59-01) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, Interim City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS MANUFACTURING ASSISTANCE CENTER (TMAC) - UNIVERSITY OF TEXAS RIO GRANDE VALLEY (UTRGV) FOR THE INVENTORY CONTROL AND STANDARDIZATION FOR THE AMOUNT OF \$41,650.00. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PURCHASING)

MINUTES: REGULAR CALLED MEETING
September 18, 2023

Jonathan Flores, Interim City Manager, introduced the item.

Comm. Flores **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. Medina **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:35 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 18th DAY OF SEPTEMBER 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:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: September 21, 2023

MEETING DATE: October 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on request from PSJA ISD to close Kelly Avenue from Gumwood to Fir for a Community Trunk or Treat event on October 30, 2023 from 5:30 p.m. to 7:30 p.m. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: PSJA ISD is hosting a community trunk or treat event on the north side parking lot of the PSJA Stadium. They are requesting permission to close Kelly Ave. from Gumwood to Fir for their event on October 30, 2023 from 5:30 pm-7:30pm. Their district police department will take care of the barricades and closures. No resources are needed from the City, only permission.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

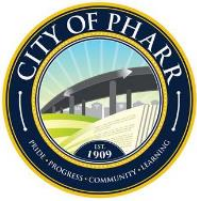
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/21/2023
Approved - 9/21/2023
Final Approval - 9/21/2023



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577

Fax 956-702-5313

Date of Event: 10/30/2023

Type of Event: Parade Walk-A-Thon Other PSJA ISD Trunk or Treat

NAME OF CONTACT PERSON: Sgt Joseph Garcia

ORGANIZATION (IF APPLICABLE): PSJA ISD Police Department

ADDRESS: 804 E Highway CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956-207-8477 CELLULAR PHONE: _____

FAX NO.: _____ E-MAIL: joseph.garcia@psjaisd.us

PURPOSE AND DESCRIPTION OF EVENT:

PSJA ISD is hosting a community trunk or treat event on the northside parking lot of PSJA Stadium. We need permission to close Kelly ave from Gumwood to fir for this event. Closure will be from 530pm-730pm. Our district police department will take care of the barricades and closures. No resources needed from the city, only permission.

START TIME: _____ END TIME: _____

ROUTE TO BE TRAVELED OR UTILIZED (**Attach Site & Traffic Plan**)

Starting Location: _____

Ending Location: _____

Will event occupy all or only a portion of the width of the street? _____

Is the event insured? X Yes _____ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

City Manager's signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: September 26, 2023

MEETING DATE: October 5, 2023

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on request from Pharr-San Juan-Alamo ISD for road closures for the PSJA ISD Marching Festival on October 7, 2023, and the UIL Region 15 Marching Band Contest (Pigskin) on October 14, 2023. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: PSJA ISD is requesting assistance from the City of Pharr with the PSJA ISD Tri-City Marching Band Festival on October 7, 2023, and the UIL Region 15 Marching Band Contest (Pigskin) on October 14, 2023.

Roel Faz, Chief of Operations, has submitted a written request to the office of the City Manager requesting various road closures to allow the safe movement of band member students and vehicles. Specifically, they are asking for use of the following:

- Witten Park Baseball Fields for band warmup
- St. Jude parking lot for band warmup and bus parking
- Barricades and cones for road closures
- Recycling containers for the disposal of water bottles

Also, asking permission to close the following streets from 3:00 p.m. until 12:00 midnight:

- Kelly Street - from Fir St. to Ironwood St.
- Gumwood St. - from Highway 83 to Sam Houston Blvd.
- Ironwood St. - from Kelly St. to Sam Houston Blvd.
- Jones St. - from Ironwood St. to Gumwood St.
- S. Huisache St. - from Kelly St. to Jones St.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Hilda Pedraza

City Management Office

Created/Initiated - 9/26/2023

Approved - 9/27/2023

Final Approval - 9/27/2023

Dr. Jonathan B. Flores
Interim City Manager, City of Pharr
118 Cage Blvd.
Pharr, Texas 78577



September 11, 2023



Dr. Flores,

Thank you for the support the City of Pharr has provided in the past with our marching band competitions! We are asking for your help again this year. PSJA ISD is requesting assistance from the City of Pharr with the PSJA ISD Tri-City Marching Band Festival on October 7, 2023, and the UIL Region 15 Marching Band Contest (Pigskin) on October 14, 2023. Specifically, we are asking for use of the following:

- Witten Park baseball fields for band warmup
- St. Jude parking lot for band warmup and bus parking
- Barricades and cones for road closures
- Recycling containers for the disposal of water bottles

Also, we are asking permission to close the following streets from 3 p.m. until 12 midnight.

- Kelly St. – from Fir St. to Ironwood St.
- Gumwood St. – from Highway 83 to Sam Houston Blvd.
- Ironwood St. – from Kelly St. to Sam Houston Blvd.
- Jones St. – from Ironwood St. to Gumwood St.
- S. Huisache St. – from Kelly St. to Jones St.

If you have any questions or require additional information, please contact Jon Taylor, PSJA ISD Director of Fine Arts, at 354-2000, 827-3541, or jon.taylor@psjaisd.us.

Sincerely,



Roel Faz
Assistant Superintendent for School Operations

cc: Dr. Alejandro Elias, Superintendent of Schools



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: September 22, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Sludge Management Services for Public Utilities. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Public Utilities is in need of a service contract for Sludge Management Services for Waste Water Treatment.

Our current Service Contract is due to expire on November 17, 2023 and all options for extensions have been exhausted. (Project# 2324-60-582-S02-62)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise request for proposals

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Ruben Rosales

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/22/2023

Approved - 9/22/2023

Approved - 9/25/2023

Approved - 9/25/2023

Approved - 9/25/2023

Approved - 9/27/2023

Final Approval - 9/27/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: September 22, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for City Wide On-Call HVAC Services. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr periodically has a need for On-Call HVAC Services and the city's current service contract is up to expire on December 3, 2023 and all options for extensions have been exhausted. Project# 2324-01-522-S03-54

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise to Request for Proposals

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Sergio Alanis

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/22/2023

Approved - 9/22/2023

Approved - 9/26/2023

Approved - 9/26/2023

Approved - 9/26/2023

Approved - 9/27/2023

Final Approval - 9/27/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: September 25, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for Request for Proposals for Service to Generate Chlorine Dioxide, Purchase and Delivery of Sodium Chlorite and Purchase and Installation of new equipment. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr current Service Contract to Generate Chlorine Dioxide, Supply to Purchase and Delivery of Sodium Chlorite and Purchase and Installation of new equipment is up to expire on November 17, 2023 and all options for extensions have been exhausted.

Project# 2324-60-582-T01-37

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise to Request for Proposals

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Ruben Rosales

Hilda Pedraza

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/25/2023

Approved - 9/25/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/28/2023

Final Approval - 9/28/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: September 27, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the Service Contract for City Wide Pest Control Services with Pro-Tech Exterminating Services from McAllen, TX for one (1) additional year. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Recommend approval to amend the Service Contract for City Wide Pest Control Services with Pro-Tech Exterminating Services from McAllen, TX for one (1) additional year. If approved, the contract shall expire November 17, 2024 - Project# 1920-01-513-IPQ105-109

Fiscal Consideration: N/A

Staff Recommendation: Staff Recommends to amend contract to extend for an additional year.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Sergio Alanis

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Final Approval - 9/27/2023



REQUEST FOR CONTRACT EXTENSION

COMPANY	ATTENTION	PHONE	EMAIL
Pro-Tech Exterminating Services	Raul Martinez		protech.admin@icloud.com

FROM: MARITZA MAGALLAN, CONTRACT COMPLIANCE OFFICER

DATE: 9/21/2023

SUBJECT: PROJECT NO. 1920-01-513-IPQ105-109
SERVICE CONTRACT FOR CITY WIDE PEST CONTROL SERVICES

Please be advised that the above referenced contract with the City of Pharr is **due to expire on Friday, November 17, 2023**. We are requesting your consideration to extend the contract for one (1) additional year; **unit price(s) remaining unchanged**. Terms and conditions shall be as per the original proposal. If you wish to extend/not extend the contract, please check appropriate box below. Please submit your response by **Friday, September 29, 2023** via email to maritza.magallan@pharr-tx.gov & mayra.gomez@pharr-tx.gov

☒ YES, I will extend the above referenced contract at the same price and terms and conditions as per the original proposal.

☐ NO, I will not extend the above referenced contract.

CONTRACT EXTENSION WOULD BE THROUGH November 17, 2024



Signature

Raul Martinez

Print Name

Owner

Title

9/20/2023

Date

If you have any questions, please do not hesitate to contact our office at (956) 402-4231



Pharr



AMENDMENT NO. 1 SERVICE CONTRACT FOR CITY WIDE PEST CONTROL SERVICES GENERAL CONDITIONS AND AGREEMENT

This Amendment made on _____, by and between City of Pharr, hereinafter referred to as the "City," and **PRO-TECH EXTERMINATING SERVICES** hereinafter referred to as the "Vendor," for the purpose of renewing the **Project No. 1920-01-513-IPQ105-109 Service Contract for City Wide Pest Control Services** General Conditions and Agreement dated **November 17, 2020** between the parties.

W I T N E S S E T H

The contract is amended as follows:

The Agreement is hereby amended by including an expiration date of November 17, 2024.

All other terms and conditions of the original Agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures.

Pro-Tech Exterminating Services

Raul Martinez

Signature: _____

Title: Owner

Date: _____

CITY OF PHARR

Dr. Jonathan B. Flores

Signature: _____

Title: Interim City Manager

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: September 29, 2023

MEETING DATE: October 5, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing the City Manager to advertise for bids for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II (CSJ: 0921-02-432). **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Staff is requesting authorization to solicit sealed bids for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II. The project includes new sidewalks around four (4) schools in Pharr, as well as three (3) schools in San Juan, and four (4) schools in Alamo. Costs for construction in San Juan and Alamo will be covered by the respective cities.

The project will be advertised in two (2) newspapers, as well as on the City of Pharr's procurement webpage.

Fiscal Consideration: None at this time except the cost to advertise.

Staff Recommendation: Staff recommends approval for the City Manager to advertise bids for the PSJA Tri-City Sidewalk Project Phase II, CSJ: 0921-02-432.

Alternatives: Policy requires that the governing body approve advertising the project. No alternative if construction is sought.

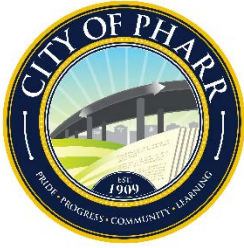
Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Maritza Magallan
City Management Office

Created/Initiated - 9/29/2023
Approved - 9/29/2023
Approved - 9/29/2023
Final Approval - 9/29/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED:

MEETING DATE: October 5, 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: September 26, 2023

MEETING DATE: October 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pablo Soto Jr. P.E., representing Carlos Juvera and Rosita Juvera, owners, are requesting final plat approval of the proposed JCR III Subdivision. The property is legally described as being a Replat of Lot 2, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 100 Block of West Leslie Avenue. SUB#210826 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Pablo Soto Jr. P.E., representing Carlos Juvera and Rosita Juvera, owners, are requesting final plat approval of the proposed JCR III Subdivision.

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed JCR III Subdivision at their meeting on September 25, 2023. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/26/2023
Approved - 9/26/2023
Final Approval - 10/2/2023



MEMORANDUM

DATE: MONDAY, OCTOBER 02, 2023
TO: MAYOR AND CITY COMMISSION
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: JCR III SUBDIVISION FILE NO. SUB#210826

GENERAL INFORMATION:

APPLICANT: Pablo Soto Jr. P.E., representing Carlos Juvera and Rosita Juvera, owners, are requesting final plat approval of the proposed JCR III Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a Replat of Lot 2, De Alba Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 100 Block of West Leslie Avenue.

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

PROPERTY PROPOSED USE: Apartments and Town houses.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed JCR III Subdivision subject to the following conditions set before you.

**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.

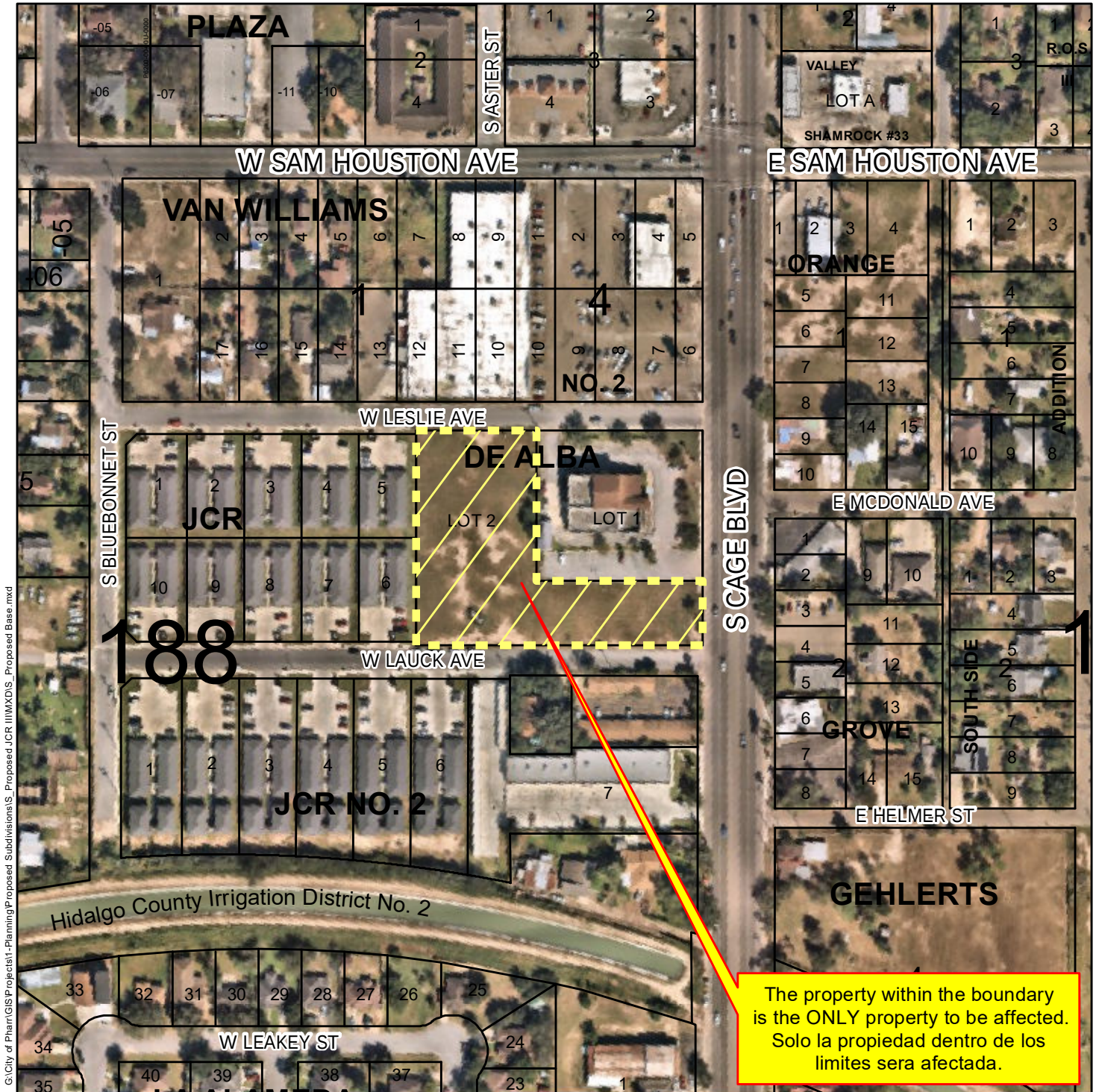
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

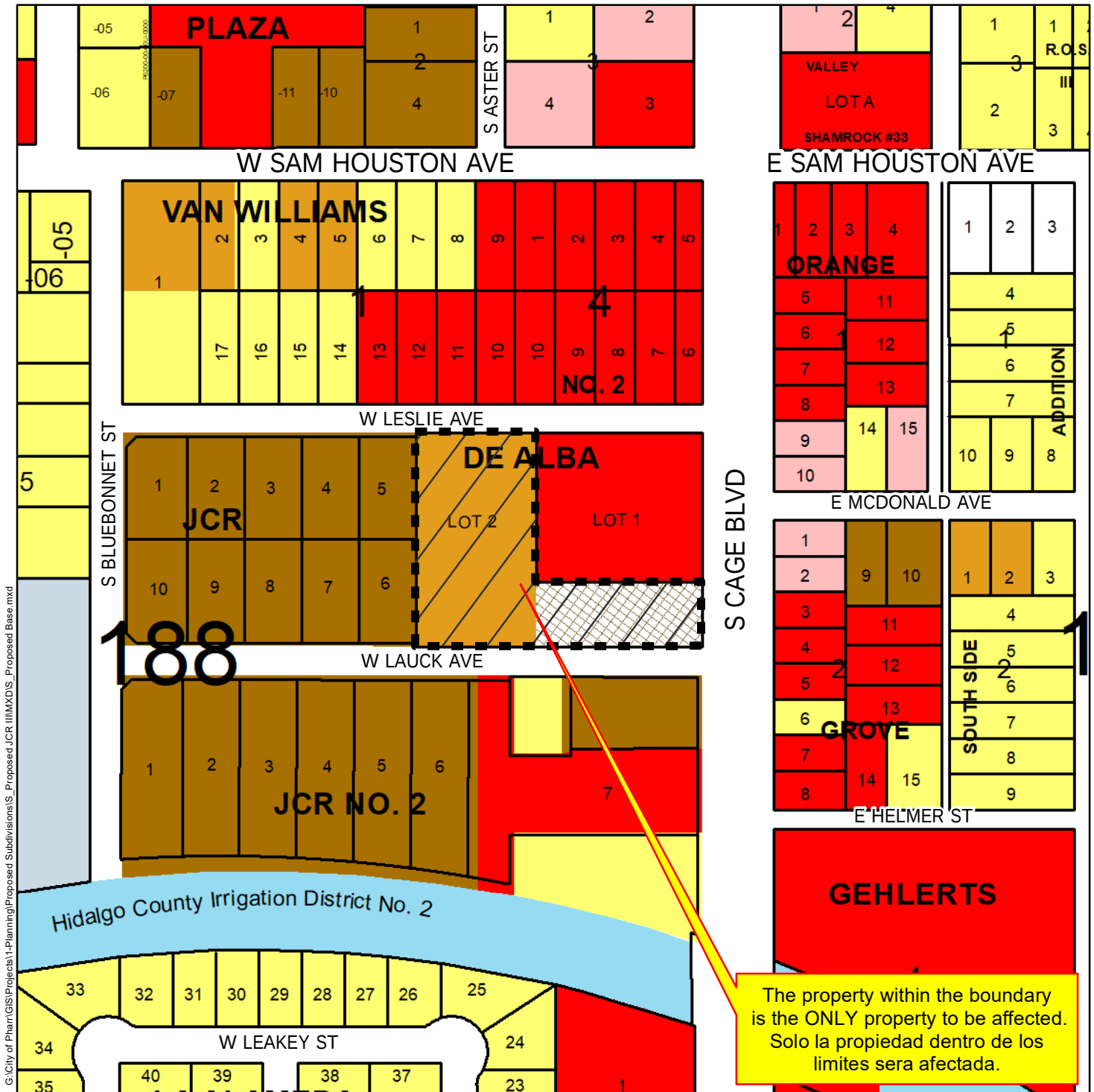
The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed JCR III Subdivision at their meeting on September 25, 2023.



The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

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





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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.1.2.

DATE SUBMITTED: September 26, 2023

MEETING DATE: October 5, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Treviño Engineering, representing Alejandro Barrera, is requesting final plat approval of the proposed Central Materials II Subdivision. The property is legally described as being a 9.57 acre tract of land, more or less, out of Lot 99, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 500 Block of East Nolana Loop. SUB#211245 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Treviño Engineering, representing Alejandro Barrera, is requesting final plat approval of the proposed Central Materials II Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Central Materials II Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Central Materials II Subdivision at their meeting on September 25, 2023. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/26/2023
Approved - 9/26/2023
Final Approval - 10/2/2023



MEMORANDUM

DATE: MONDAY, OCTOBER 02, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: CENTRAL MATERIALS II SUBDIVISION FILE NO. SUB#211245
--

GENERAL INFORMATION:

APPLICANT: Treviño Engineering, representing Alejandro Barrera, is requesting final plat approval of the proposed Central Materials II Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 9.57 acre tract of land, more or less, out of Lot 99, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 500 Block of East Nolana Loop.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Single Family Residential District (R-1) and Limited Industrial District (L-I) to the north, Residential Multifamily High Density District (R-MFHD) and General Business District (C) to the east, Agricultural Open Space District (A-O) to the south and Limited Industrial District (L-I) and Heavy Commercial District (H-C) to the west. The property is designated for multifamily, commercial and public/semi public in the Land Use Plan.

PROPERTY PROPOSED USE: Retail store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Central Materials II Subdivision subject to the following conditions set before you:

**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.

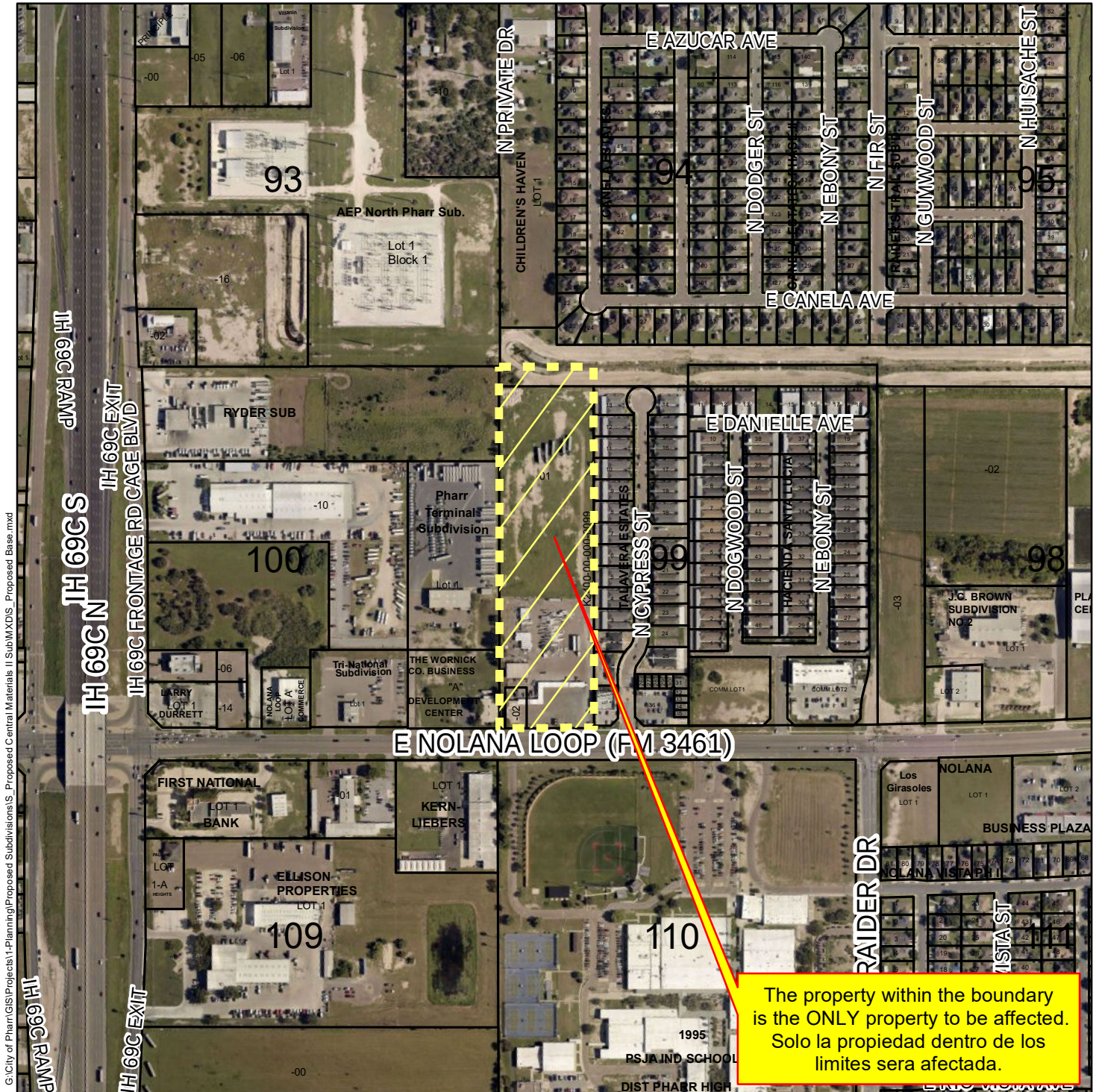
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

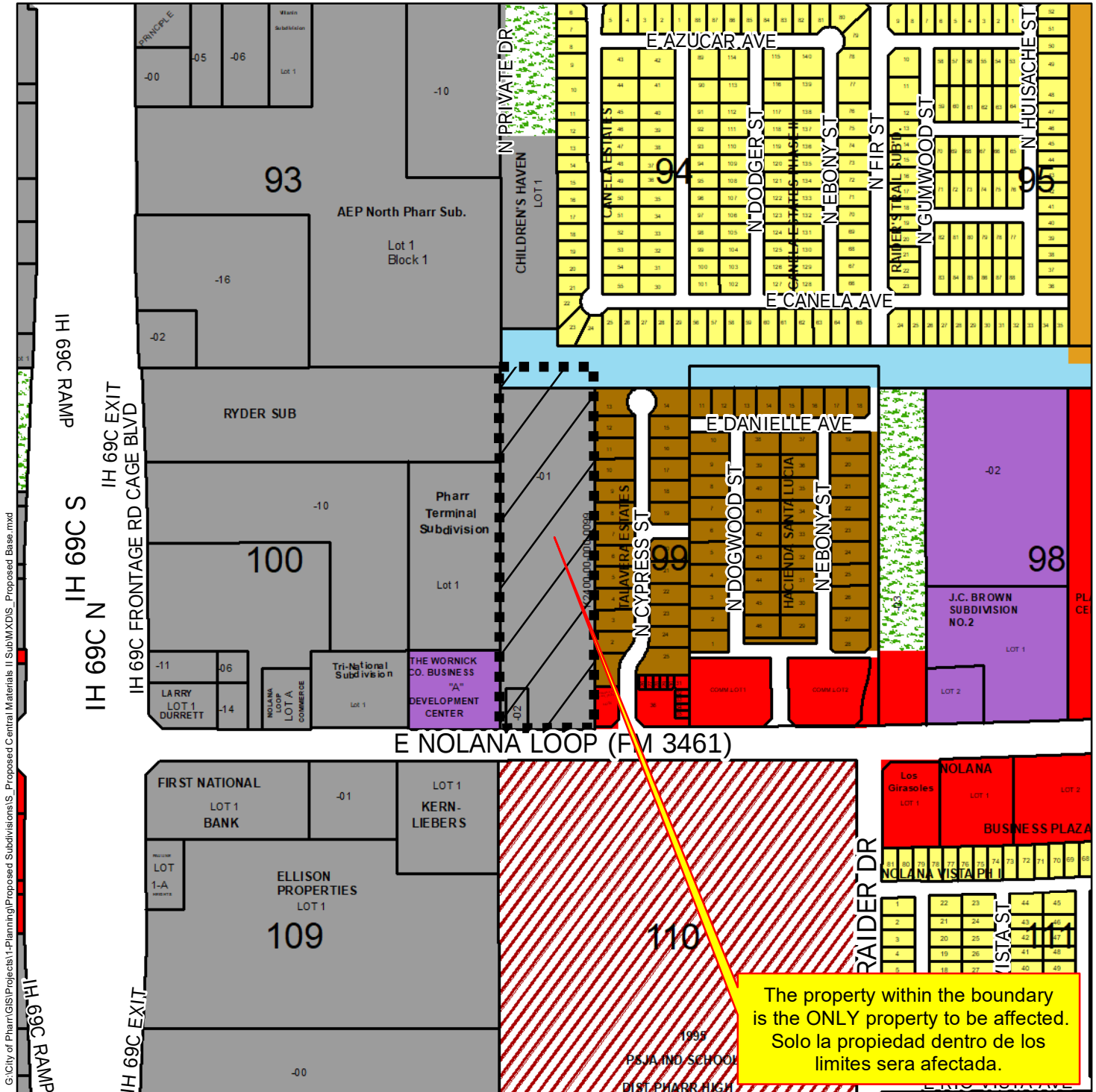
PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Central Materials II Subdivision at their meeting on September 25, 2023.



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





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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.1.3.

DATE SUBMITTED: September 26, 2023

MEETING DATE: October 5, 2023

FROM: Kimberly Mendoza, Development
Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Robles Engineering, LLC, representing Jorge A. Espino, owner, is requesting final plat approval of the proposed La Piedad Subdivision. The property is legally described as being a 0.684 acre out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of East Sam Houston Avenue. SUB#211144 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Robles Engineering, LLC, representing Jorge A. Espino, owner, is requesting final plat approval of the proposed La Piedad Subdivision.

Fiscal Consideration: N/A

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

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed La Piedad Subdivision at their meeting on September 25, 2023. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/26/2023
Approved - 9/26/2023
Final Approval - 10/2/2023



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, OCTOBER 02, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: LA PIEDAD SUBDIVISION FILE NO. SUB#211144

GENERAL INFORMATION:

APPLICANT: Robles Engineering, LLC, representing Jorge A. Espino, owner, is requesting final plat approval of the proposed La Piedad Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.684 acre out of Lot 191, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of E. Sam Houston Ave.

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

PROPERTY PROPOSED USE: Single family residential lot.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed La Piedad 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.

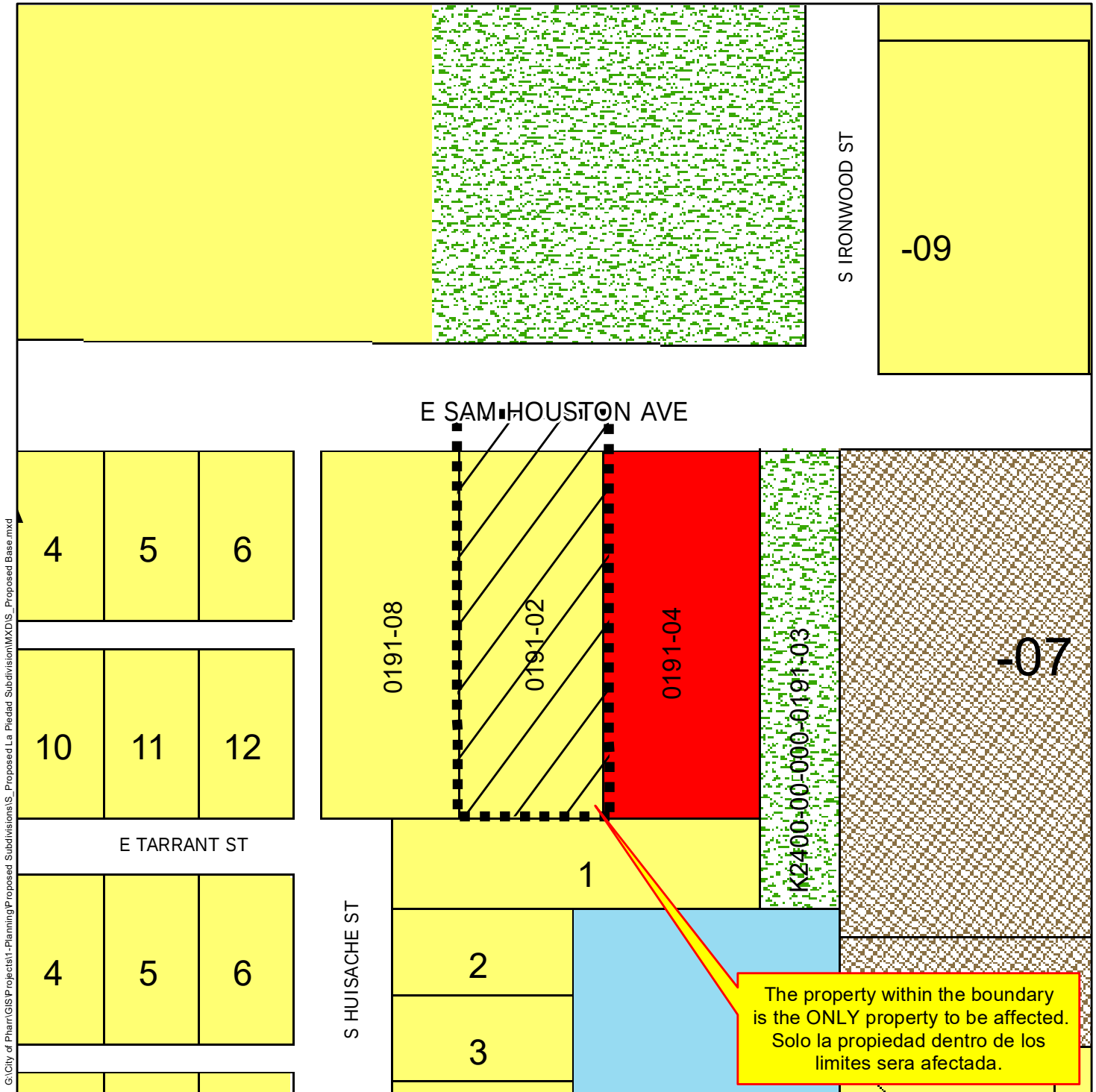
PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed La Piedad Subdivision at their meeting on September 25, 2023.





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



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

Scale: 1 inch = 100 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: September 28, 2023

MEETING DATE: October 5, 2023

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance. **(1st Reading) This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Ordinance that includes adopting a repeating 100% Updated Service Credit with transfers effective Jan 1, 2024. The interlocal agreement with Hidalgo County Regional Mobility Authority was amended to include monthly payments for TMRS-2024 Transfer Updated Service Credit.

Fiscal Consideration: 12.86% Contribution Rate

Staff Recommendation: Staff recommends approval.

Alternatives: .

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Veronica Ramirez

Veronica Ramirez

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/28/2023

Approved - 9/29/2023

Approved - 9/29/2023

Approved - 10/2/2023

Final Approval - 10/2/2023

ORDINANCE NO. O-2023-

AN ORDINANCE REGARDING THE CITY OF PHARR'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND ANNUALLY ACCRUING TRANSFER UPDATED SERVICE CREDITS

Whereas, the City of Pharr, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, the Board of Commissioners finds that it is in the public interest to reauthorize annually accruing Updated Service Credits and to authorize annually accruing transfer Updated Service Credits.

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

SECTION 1. Authorization of Annually Accruing Updated Service Credits and Annually Accruing Transfer Updated Service Credits.

(a) On the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC"), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Ordinance shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits, including Transfer USC, in this Ordinance shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 2: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD
OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the ____ day of ____,
2023.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Pharr (01002)

Report Date - August 9, 2023

Plan Provisions	Current	Option 1
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	No	Yes
COLA	0%	0%
Retroactive COLA	No	No
20 Year/Any Age Retirement	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2024	2024
Normal Cost Rate	7.48%	8.09%
Prior Service Rate	<u>4.23%</u>	<u>4.53%</u>
Retirement Rate	11.71%	12.62%
Supplemental Death Rate	<u>0.24%</u>	<u>0.24%</u>
Total Contribution Rate	11.95%	12.86%
Unfunded Actuarial Liability	\$22,057,709	\$23,865,735
Amortization Period	20 years	20 years
Funded Ratio	82.7%	81.5%

* As of the December 31, 2022 valuation date, there were 95 employees with service in other TMRS cities eligible for transfer USC.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: September 26, 2023

MEETING DATE: October 5, 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 0.104 acre tract of land out of Lot 1, Block 1, Re-subdivision of Closner Subdivision located on South Veterans Road and Doffing 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 0.104 acre tract of land located on South Veterans Road and Doffing 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
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/26/2023
Approved - 9/26/2023
Final Approval - 9/27/2023

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

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, 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

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, THAT:**

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 0.104 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, RE-SUBDIVISION OF CLOSNER SUBDIVISION LOCATED ON SOUTH VETERANS ROAD AND DOFFING ROAD, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

- B. On Monday, November 6, 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 5th DAY OF OCTOBER 2023**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

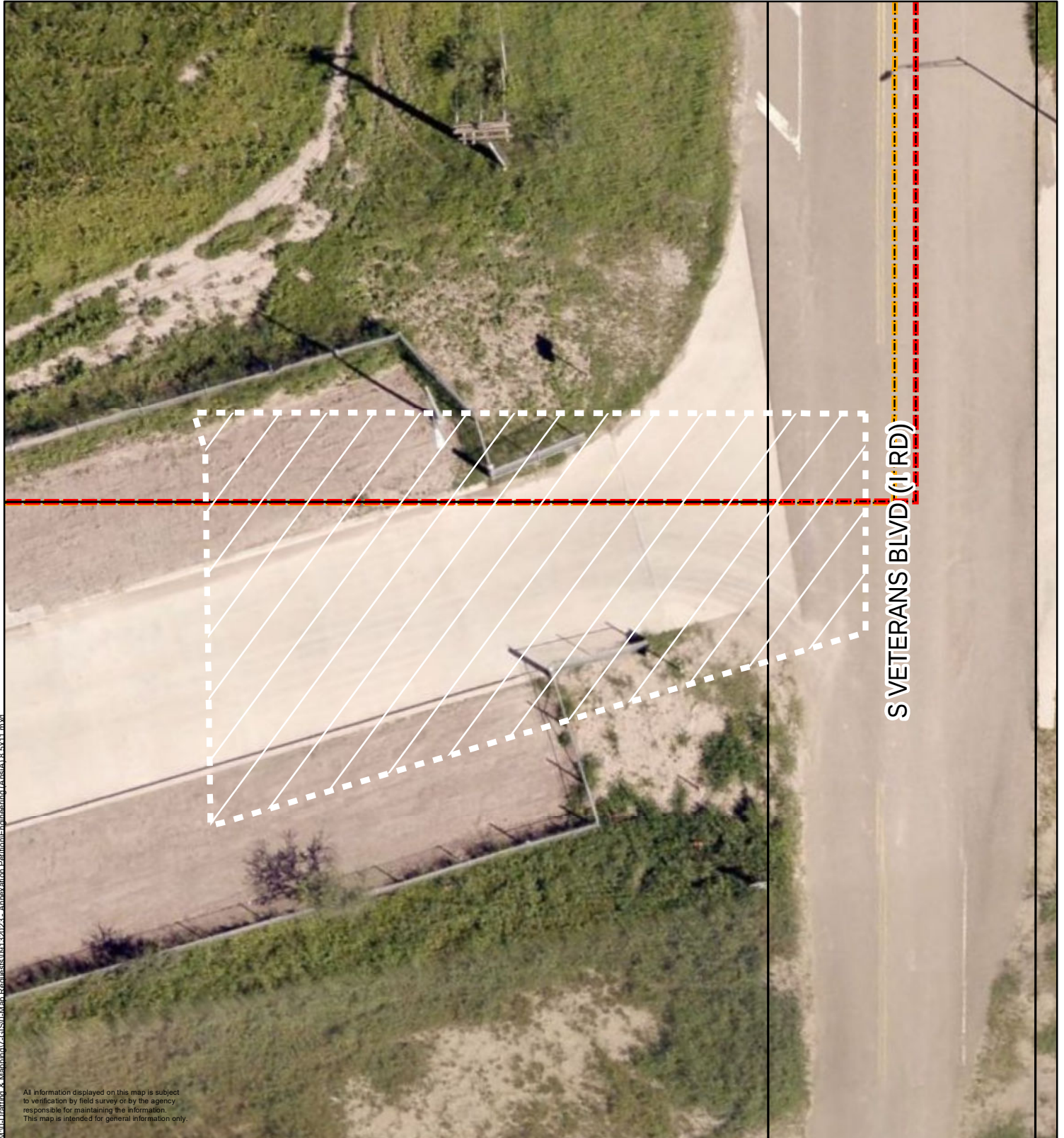
ATTEST:

HILDA PEDRAZA,
CITY CLERK



City of Pharr

Annexation Petition



Pharr City Limit



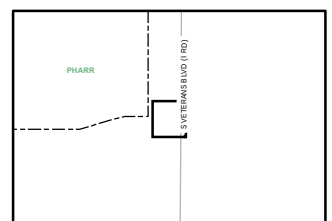
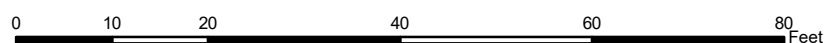
Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/13/2023

0.104 ac

Scale: 1 inch = 20 feet



EXHIBIT

PROPERTY DESCRIPTION

1) OWNER: Texas Department of Transportation

TRACT: A 0.104 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, RE-SUBDIVISION OF CLOSER SUBDIVISION LOCATED ON SOUTH VETERANS ROAD AND DOFFING ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm #486 • Surveying Firm #101650

SUR23.074

September 7, 2023

METES AND BOUNDS DESCRIPTION

A 0.104 acre tract of land (4,520 square feet) out of Lot 1, Block 1, Re-Subdivision of Closner Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Page 56A, Map Records of Hidalgo County, Texas. Said 0.104 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a magnetic nail set at the Northeast corner of Lot 1, Block 1, Re-Subdivision of Closner Subdivision, for the Northeast corner of this tract of land and **POINT OF BEGINNING**;

THENCE, South 08 degrees 33 minutes 45 seconds West, with the East line of said Lot 1, Block 1, Re-Subdivision of Closner Subdivision, a distance of 32.22 feet to a magnetic nail set, for the Southeast corner of this tract of land;

THENCE, South 82 degrees 00 minutes 37 West, with the apparent North Right-of-Way line of the Hidalgo County Irrigation District No. 2 "Lateral A" as per Volume 26, Page 244, Deed Records of Hidalgo County, Texas, a distance of 100.58 feet to a No. 4 rebar set (with yellow cap stamped RGEC), for the Southwest corner of this tract of land;

THENCE, North 07 degrees 41 minutes 22 seconds East, a distance of 55.41 feet to a No. 4 rebar set (with yellow cap stamped RGEC), for and interior corner of this tract of land;

THENCE, North 08 degrees 53 minutes 06 seconds West, a distance of 5.74 feet to a No. 4 rebar set (with yellow cap stamped RGEC) at the North lot line of said Lot 1, Block 1, Re-Subdivision of Closner Subdivision, for the Northwest corner of this tract of land;

THENCE, South 81 degrees 26 minutes 15 seconds East, with the North lot line of said Lot 1, Block 1, Re-Subdivision of Closner Subdivision, a distance of 98.97 feet to the **POINT OF BEGINNING**, and containing 0.104 acres of land (4,520 square feet), more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



PABLO SOTO, Jr. – R.P.L.S. No. 4541

Date: 9/07/2023

OWNER: CAPOTE FARMS, INC.
LOT 4, BLOCK 1
RESUBDIVISION OF CLOSNER SUBDIVISION
VOL 1, PG. 56A
M.R.H.C., TX.

OWNER: STATE OF TEXAS
SPECIAL WARRANTY DEED
DOCUMENT NUMBER 2227254
O.R.H.C., TX.

OWNER: STATE OF TEXAS
SPECIAL WARRANTY DEED
DOCUMENT NUMBER 2227254
O.R.H.C., TX.

LATERAL "A"
VOL 26, PG. 244
D.R.H.C., TX.

F4- FOUND No. 4 REBAR
S4- SET No. 4 REBAR
WITH YELLOW CAP
STAMPED RGE
SM- SET MAGNETIC NAIL



SCALE: 1" = 20'

SURVEY PLAT
OF
A 0.104 ACRE TRACT OF LAND
(4,520 SQUARE FEET) OUT OF
LOT 1, BLOCK 1, RE-SUBDIVISION OF CLOSNER
SUBDIVISION, HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 1, PAGE 56A,
MAP RECORDS OF HIDALGO COUNTY, TEXAS.



PABLO SOTO, JR. - R.P.L.S. No.
4541

Date: 9/07/2023

FLOOD ZONE: ☐ A ☐ AO ☐ C ☐ X ☐ AH ☒ B ☐ D ☐ ____OTHER

Description:

"ZONE B" - 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.

Client: CITY OF PHARR	Mailing Address: 118 S CAGE BLVD	City: PHARR	State: TX	Zip Code: 78577
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Com.-Panel No.: 480334 0500 B	Job No.: SUR23.074	FB:	Drawn By: A.M.
EFFECTIVE DATE: 01/02/1981	Date: 09/08/2023	PG:	Checked By: P.S.

G.F. No. N/A

R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
RESEARCH

I, PABLO SOTO, JR., HEREBY STATE THAT THIS SURVEY WAS PERFORMED ON THE
GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE
FACTS FOUND AT THE TIME OF THE SURVEY.

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on South Veterans Road. The property is approximately **0.104 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Texas Department of Transportation

TRACT 1: A 0.104 ACRES TRACT OF LAND OUT OF LOT 1, BLOCK 1 RE-SUBDIVISION OF CLOSER SUBDIVISION LOCATED ON SOUTH VETERANS ROAD AND DOFFING 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.

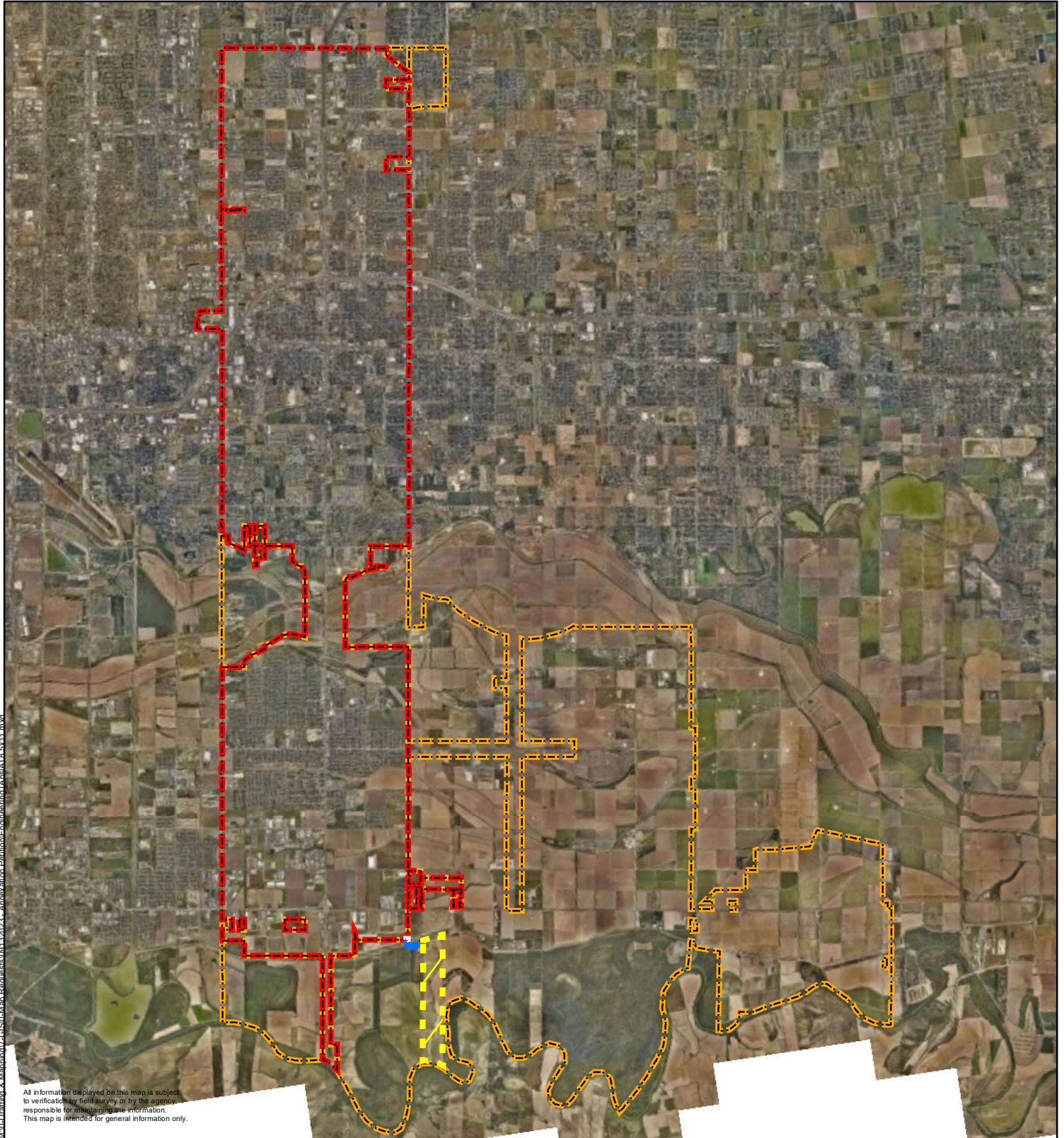
III. LEVEL OF SERVICES TO BE PROVIDED

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.

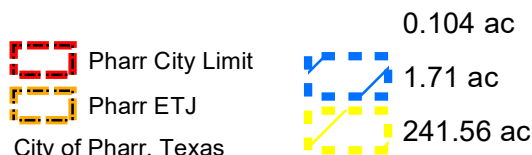
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 12, 2023	Submitted petition for annexation	
October 5, 2023	Resolution to City Commission on accepting petition of annexation	
October 5, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for November 6, 2023 (31 days)	TLGC 43.0671
October 5, 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>October 11, 2023 for publication on October 18, 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.
October 18, 2023	Legal Notice for Public Hearing Published for the date of November 6, 2023 (19 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 6, 2023	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 6, 2023	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 20, 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
December 4, 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	



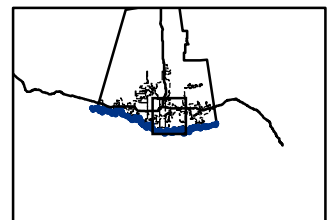
All information displayed on this map is subject to verification by field survey or by the agency responsible for measuring the information. This map is intended for general information only.



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/18/2023

Scale: 1 inch = 8,864 feet



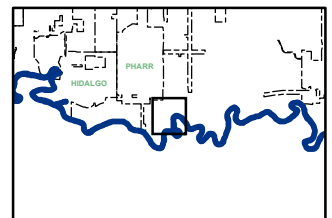


Pharr City Limit
Pharr ETJ
City of Pharr, Texas
Engineering Department
956.402.4242
Date: 9/13/2023

0.104 ac
1.71 ac
241.56 ac

0 550 1,100 2,200 3,300 4,400 Feet

Scale: 1 inch = 1,124 feet





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Texas Department of Transportation

Date of Submittal: September 11, 2023

Proposed Acreage to be Annexed: 0.104 Acres

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 1/2" 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: 118 S Cage BLVD

Total Number of Acres: 0.104

Total Number of Tracts: 1

Subdivision Name: Re-subdivision of Closner Subdivision Lot(s): 1

Block(s): 1

Survey Name and Abstract No.:

Current Land Use: Vacant

Proposed Land Use and Purpose of Annexation: N/A

List all qualified voting age persons living on each tract of land:

[illegible]

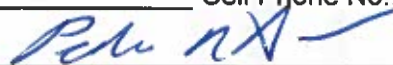
OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: Texas Department of Transportation

If the property ownership 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: 600 W. IH 2 City: Pharr State: TX Zip Code: 78577

Phone No.: 956-702-6100 Cell Phone No.: _____ Email: pedro.alvarez@txdot.gov

Owner's Signature:  Date: 09/11/23

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: Juan Sustaita

Company's Name (if applicable): Texas Department of Transportation

Address: 600 W. IH 2 City: Pharr State: TX Zip Code: 78577

Phone No.: 956-702-6338 Cell Phone No.: _____ Email: juan.sustaita@txdot.gov

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: Pedro Alvarez

Owner's Signature:  Date: 09/11/23



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Pedro Alvarez, 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 0.104 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) Pedro Alvarez Signature (Owner) 

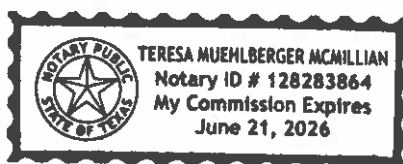
Print Name (Owner) _____ Signature (Owner) _____

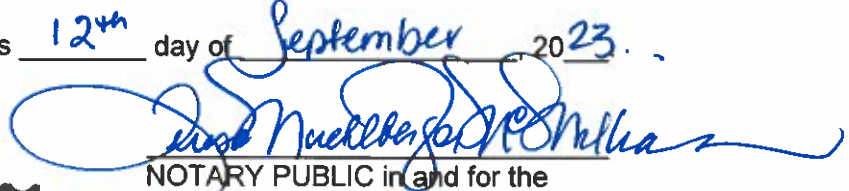
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared PEDRO ALVAREZ, 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 12th day of September, 2023.




NOTARY PUBLIC in and for the
STATE OF TEXAS

Teresa Muehlberger-McMillian
Printed Name

My commission expires June 21, 2026



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 27, 2023

MEETING DATE: October 5, 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 1.71 acres, more or less, located on the right-of-way of South Veterans Road and Doffing 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 1.71 acres, more or less, located on the right-of-way of South Veterans Road and Doffing 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
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/27/2023
Approved - 9/27/2023
Final Approval - 9/27/2023

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

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, 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.

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 1.71 ACRES, MORE OR LESS LOCATED ON THE RIGHT OF WAY OF SOUTH VETERANS ROAD AND DOFFING ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

- B. On Monday, November 6, 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 5th DAY OF OCTOBER 2023**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

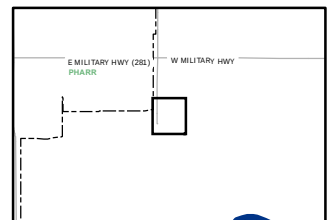
ATTEST:

HILDA PEDRAZA,
CITY CLERK



M:\0-Drafting & Mapping\7-CUS\0-Main\Barron\17-09132023-Annexation-Petition\Expenditure\Acct\A.8.6x4.mxd

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining their information. This map is intended for general information only.



EXHIBIT

PROPERTY DESCRIPTION

1) OWNER: County of Hidalgo, Texas

TRACT: A 1.71 ACRES, MORE OR LESS, LOCATED ON THE RIGHT OF WAY OF SOUTH VETERANS ROAD AND DOFFING ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm #486 • Surveying Firm #101650

SUR23.074
September 7, 2023

METES AND BOUNDS DESCRIPTION

The right of way of South Veterans Road and Doffing Road, Hidalgo County, Texas, containing 1.71 acres, more or less. Said right of way being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 1, Block 1, Re-Subdivision of Closner Subdivision, as per map recorded in Volume 1, Page 56A, Map Records of Hidalgo County, Texas; **THENCE**, South 85 degrees 49 minutes 47 seconds West, with the apparent South Right of Way line of Doffing Road, a distance of 20.50 feet to a No. 4 rebar set (with a yellow cap stamped RGE) for the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, North 08 degrees 33 minutes 20 seconds East, with the West Right of Way line of South Veterans Road, a distance of 557.85 feet to the Northwest corner of this tract of land;

THENCE, North 82 degrees 00 minutes 37 seconds East, across the Right of Way of said South Veterans Road, a distance of 41.73 feet to a point on the East Right of Way line of said South Veterans Road for the most Northerly Northeast corner of this tract of land;

THENCE, South 08 degrees 33 minutes 20 seconds West, with the East Right of Way line of said South Veterans Road, a distance of 508.11 feet for an interior corner of this tract of land;

THENCE, North 84 degrees 24 minutes 46 seconds East with the North Right of Way line of Doffing Road also being the South line of Lot 9, Re-Subdivision of Closner Subdivision, a distance of 819.64 feet to the Southeast corner of said Lot 9, for an interior corner of this tract of land;

THENCE, North 79 degrees 10 minutes 03 seconds East, continuing with the apparent North Right of Way line of said Doffing Road, a distance of 203.46 feet to a ¾ inch pipe found for the most Southerly Northeast corner of this tract of land;

THENCE, South 08 degrees 47 minutes 43 seconds West, across the Right of Way of said Doffing Road, a distance of 50.62 feet to a point on the apparent South Right of Way line of said Doffing Road for the Southeast corner of this tract of land;

THENCE, South 78 degrees 05 minutes 25 seconds West, with the apparent South Right of Way line of said Doffing Road, a distance of 167.55 to a No. 4 rebar found for an exterior corner of this tract of land;

THENCE, South 84 degrees 04 minutes 54 seconds West, continuing with the apparent South Right of Way line of said Doffing Road, a distance of 763.36 feet to an aluminum disc found for an interior corner of this tract of land;

THENCE, South 85 degrees 49 minutes 47 seconds West, with the apparent South Right of Way line of said Doffing Road, a distance of 133.69 feet to the **POINT OF BEGINNING**, and containing 1.71 acres of land, more or less.

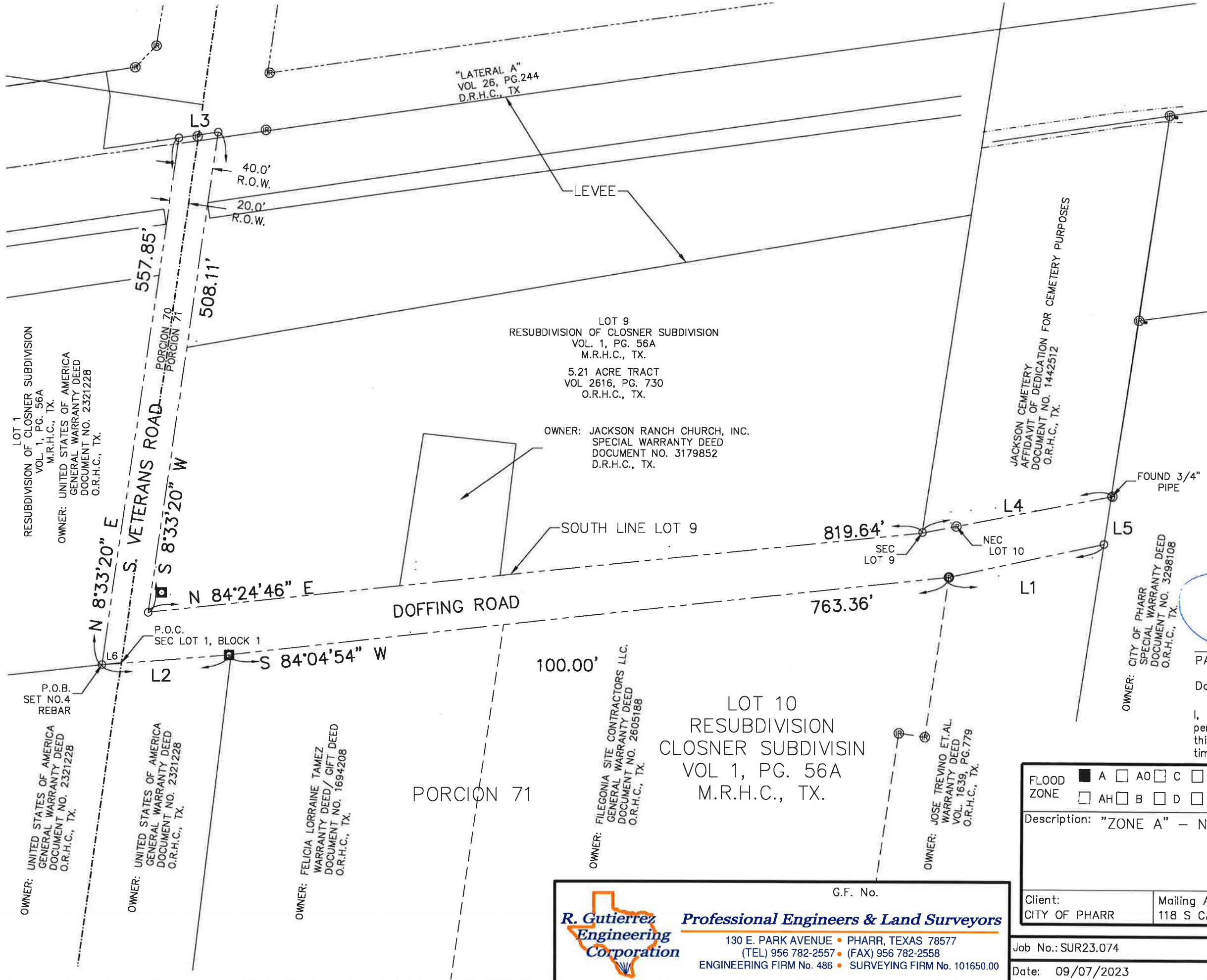
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



A handwritten signature in blue ink, appearing to read "Pablo Soto, Jr.", written over a horizontal line.

PABLO SOTO, Jr. – R.P.L.S. No. 4541

Date: 9/07/2023



LEGEND

■

 FOUND ALUMINUM DISC

Ⓡ

 FOUND NO. 4 REBAR



SCALE: 1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S78°05'25"W	167.55'
L2	S85°49'47"W	133.69'
L3	N82°00'37"E	41.73'
L4	N79°10'03"E	203.46'
L5	S08°47'43W	50.62'
L6	S85°49'47"W	20.50'

SURVEY PLAT
OF
THE RIGHT OF WAY
OF SOUTH VETERANS ROAD
AND DOFFING ROAD,
HIDALGO COUNTY, TEXAS,
CONTAINING 1.71 ACRES,
MORE OR LESS



Pablo Soto, Jr.

PABLO SOTO, Jr. - R.P.L.S. No. 4541

Date: 9/07/2023

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.

FLOOD ZONE	☒ A ☐ AO ☐ C ☐ X ☐ AH ☐ B ☐ D ☐ ____OTHER	Com.-Panel No.: 480334 0500 B		
Description: "ZONE A" - NO BASE FLOOD ELEVATIONS DETERMINED.		EFFECTIVE DATE: 01/02/1981		
Client: CITY OF PHARR	Mailing Address: 118 S CAGE BLVD.	City: PHARR	State: TX	Zip Code: 78577



R. Gutierrez
Engineering
Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650.00

Job No.: SUR23.074	FB:	Drawn By: A.M
Date: 09/07/2023	PG:	Checked By: P.S.

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the Right of Way of the South Veterans Road.. The property is approximately **1.71 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Hidalgo County, Texas

TRACT 1: TRACT: A 1.71 ACRES, MORE OR LESS LOCATED ON THE RIGHT OF WAY OF SOUTH VETERANS ROAD AND DOFFING 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.

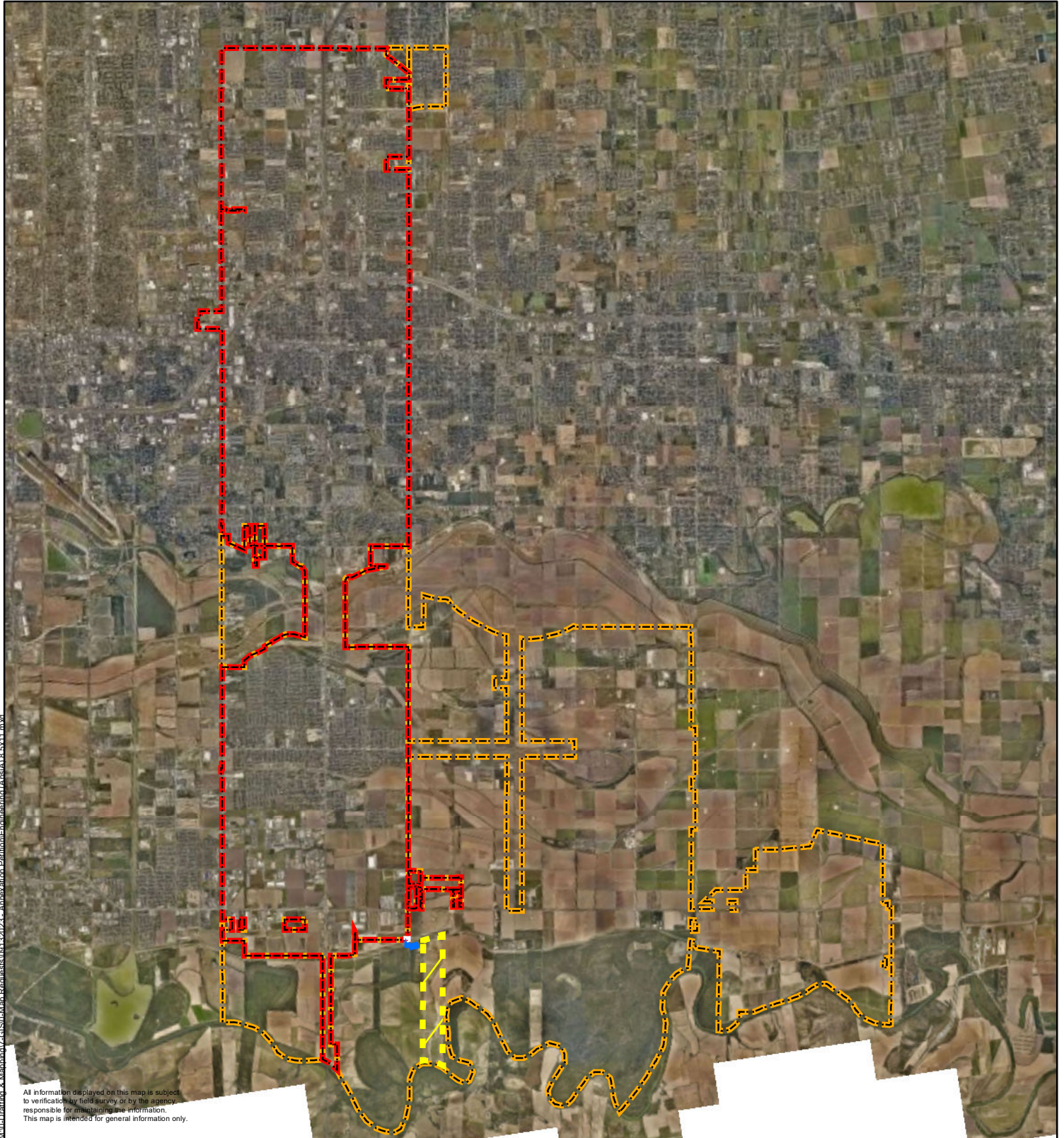
III. LEVEL OF SERVICES TO BE PROVIDED

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
September 12, 2023	Submitted petition for annexation	
October 5, 2023	Resolution to City Commission on accepting petition of annexation	
October 5, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for November 6, 2023 (31 days)	TLGC 43.0671
October 5, 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>October 11, 2023 for publication on October 18, 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.
October 18, 2023	Legal Notice for Public Hearing Published for the date of November 6, 2023 (19 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 6, 2023	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 6, 2023	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 20, 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
December 4, 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	



Pharr City Limit
Pharr ETJ

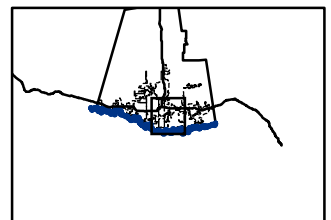
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/18/2023

0.104 ac
1.71 ac
241.56 ac

Scale: 1 inch = 8,864 feet

0 4,450 8,900 17,800 26,700 35,600 Feet



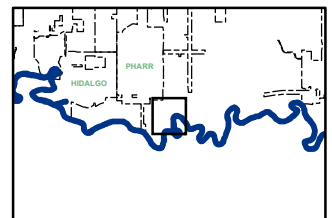


Pharr City Limit
Pharr ETJ
City of Pharr, Texas
Engineering Department
956.402.4242
Date: 9/13/2023

0.104 ac
1.71 ac
241.56 ac

0 550 1,100 2,200 3,300 4,400 Feet

Scale: 1 inch = 1,124 feet





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Hidalgo County

Date of Submittal: September 19th, 2023

Proposed Acreage to be Annexed: 1.71

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 1/2" 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: Right away of South Veterans Rd and Doffing Rd

Total Number of Acres: 1.71 Total Number of Tracts: _____

Subdivision Name: _____ Lot(s): _____ Block(s): _____

Survey Name and Abstract No.: _____

Current Land Use: _____

Proposed Land Use and Purpose of Annexation: _____

List all qualified voting age persons living on each tract of land:

[illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: Hidalgo County

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: 2804 S Buisness 281 City: Edinburg State: TX Zip Code: 78539

Phone No.: _____ Cell Phone No.: _____ Email: _____

Owner's Signature: RW B2 Date: 9/16/23

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: _____

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, Richard F. Cortez, owner of the land described below, hereby voluntarily 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 _____ 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) Richard F. Cortez Signature (Owner) RFC

Print Name (Owner) _____ Signature (Owner) _____

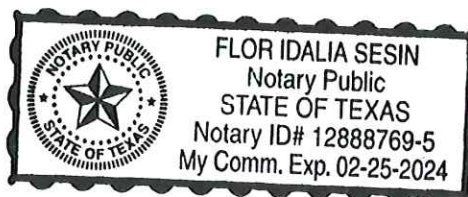
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Cortez, 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 26 day of September, 2023.



Flor I. Sesin
NOTARY PUBLIC in and for the
STATE OF TEXAS

Flor I. Sesin
Printed Name
My commission expires: 2/25/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: September 26, 2023

MEETING DATE: October 5, 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 241.56 acre tract of land, out of Porcion 71, located on the south side of Doffing 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 241.56 acre tract of land located on the south side of Doffing 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
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/26/2023
Approved - 9/26/2023
Final Approval - 9/27/2023

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

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, 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.

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 petition 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 241.56 ACRE TRACT OF LAND OUT OF PORCION 71, LOCATED ON DOFFING ROAD in the City of Pharr’s Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

- B. On Monday, November 6, 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.

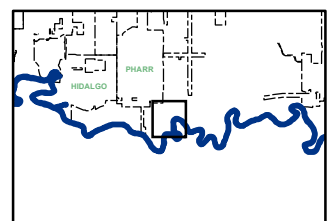
**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 5th DAY OF OCTOBER 2023**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA,
CITY CLERK



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3298108

Billable Pages: 8

Recorded On: January 06, 2022 12:13 PM

Number of Pages: 9

*****Examined and Charged as Follows*****

Total Recording: \$ 64.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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

File Information:

Record and Return To:

Document No: 3298108
Receipt No: 20220106000193
Recorded On: January 06, 2022 12:13 PM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K23

Valley Land Title

MCALLEN TX



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Charge to Vltc

GF#175821-MDL

SPECIAL WARRANTY DEED

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.

Date: December 24, 2021

Grantor: KVS FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address (including county): P.O Box 5790
McAllen, Texas 78502-5790
Hidalgo County, Texas

Grantee: CITY OF PHARR, a Texas municipal corporation

Grantee's Mailing Address (including county): 118 S. Cage Blvd.
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Certain land situated in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SAVE AND EXCEPT all oil, gas and other minerals which have been reserved by previous owners.

Reservations from and Exceptions to Conveyance and Warranty:

The Reservations from and Exceptions to Conveyance and Warranty are described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

Grantor, for the consideration and subject to the reservations from, and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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.

When the context requires, singular nouns and pronouns include the plural.

KVS FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

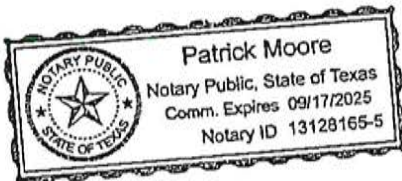
By: KVS LAND CO., INC., a Texas
corporation, its General Partner

By: K.V. Chowdary
K.V. Chowdary, its President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on December 28, 2021 by
K.V. Chowdary, President of KVS Land Co., Inc., General Partner of KVS Limited Family
Partnership, a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

PREPARED BY:

Law Office of Patrick Moore, PLLC
701 E. Expwy. 83, Suite 330
McAllen, Texas 78501-1147

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

TRACT 1:

All of Lot 103, of the re-subdivision of Lots 1 and 5 to 32, inclusive of SAN JUAN PLANTATION SUBDIVISION out of Porciones 71 and 72, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 52, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

SAVE AND EXCEPT that tract of land conveyed unto United States of America and its assigns, dated May 5, 2020, filed May 28, 2020 under Document Number 3115969, Official Records of Hidalgo County, Texas.

TRACT 2:

All that certain of land, being the William Brewster Tract out of PORCION 71, Hidalgo County Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod at the intersection of the West line of the William Brewster Tract and the South line of Hidalgo County Irrigation District No. 2 canal right-of-way, for the Northwest corner of the following described tract of land; said point located North 82 degrees 31 minutes East, 80.0 feet and South 8 degrees 14 minutes West, 103.88 feet from the Southwest corner of lot 96, San Juan Plantation Subdivision, recorded in Volume 3, Page 52, Map Records;

THENCE, with the South line of Hidalgo County Irrigation District No. 2 canal right-of-way North 82 degrees 31 minutes East, 1162.28 feet to an iron rod, for the most Northerly Northeast corner hereof;

THENCE, South 8 degrees 42 minutes West, at 277.3 feet pass an iron rod on the North line of the old Military Road and at 308.54 feet a point in the center of said Military Road, for an interior corner hereof;

THENCE, with the center of the Old Military Road, North 83 degrees 31 minutes East, 151.4 feet to a point on the East line of the William Brewster Tract, for the most Southerly Northeast corner hereof;

THENCE, with the East line of said Brewster Tract, South 8 degrees 29 minutes 30 seconds West, at 31.24 feet pass an iron rod on the South line of the Old Military Road, and at 8519.78 feet an iron rod on the North bank of Rio Grande River, for the Southeast corner hereof;

THENCE, with the meanders of Rio Grande River as follows: North 35 degrees 25 minutes 47 seconds West, 68.28 feet; North 53 degrees 01 minute 31 seconds West, 235.22 feet; North 63 degrees 56 minutes 02 seconds West, 231.79 feet; North 71 degrees 14 minutes 30 seconds West, 550.21 feet; North 70 degrees 45 Minutes West, 200.1 feet and North 81 degrees 21 minutes West, 101.80 feet to an iron rod on the West line of the William Brewster Tract, for the Southwest corner hereof;

THENCE, with the West line of the William Brewster Tract as follows: North 9 degrees 00 minutes East, 1990.19 feet to an iron rod; North 9 degrees 02 minutes 30 seconds East, 3150.0 feet to an iron rod and North 8 degrees 38 minutes 30 seconds East, at 2466.66 feet pass an iron rod on the South line of the Old Military Road and at 2497.9 feet a point in the center of said road, for a point in the West line hereof;

THENCE, continue with the West line of the Brewster Tract, North 8 degrees 14 minutes East, at 31.24 feet pass an iron rod on the North line of the Old Military Road and at 464.4 feet the POINT OF BEGINNING, containing 246.14 acres of land, more or less.

SAVE AND EXCEPT that tract conveyed unto United States of America and its assigns, dated May 5, 2020, filed May 28, 2020 under Document Number 3115969, Official Records of Hidalgo County, Texas.

EXHIBIT "B"
RESERVATIONS FROM AND EXCEPTIONS
TO CONVEYANCE AND WARRANTY

TRACT 1

1. Easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2.
2. Roads and reservations as shown on the map of San Juan Plantation Subdivision, recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas.
3. Subject to any portion of the subject property described herein lying within canal right of way.
4. Right of Way Easement in favor of Hidalgo County Water Improvement District No. 2 as shown by instrument dated August 21, 1934, recorded in Volume 389, Page 302, Deed Records of Hidalgo County, Texas.
5. Right of Way Easement in favor of Hidalgo County, Texas as shown by instrument dated November 19, 1937, recorded in Volume 445, Page 60, Deed Records of Hidalgo County, Texas.
6. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 13, 2001, by and between F.E. & J.A. Knapp Limited Partnership, as Lessor, and EEX Operating, L.P., as Lessee, filed on September 7, 2001, under Document Number 1005519 and Extension and Amended April 28, 2004 under Document Number 1328407 and filed September 13, 2005 under Document Number 2005-1520090, all in the Official Records of Hidalgo County, Texas. By Extension, Amendment Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 22, 2009, by and between F.E. & J.A. Knapp Limited Partnership, as Lessor, and Anderson Oil, LTD., as Lessee, filed on September 30, 2009, under Document Number 2009-2039088 and Amended filed July 12, 2012 under Document Number 2012-2324878 and filed August 15, 2012 under Document Number 2012-2335048, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

TRACT 2

1. Easement awarded in Judgment as shown by instrument dated August 31, 1937, recorded in Volume 393, Page 188, Deed Records of Hidalgo County, Texas.
2. Right of Way Easement in favor of Hidalgo County as shown by instrument dated November 27, 1937, recorded in Volume 435, Page 540, Deed Records of Hidalgo County, Texas.
3. Waiver of Surface Rights and Assignment of Surface Damages executed by KVS Family Limited Partnership as owners, filed February 5, 2002 under Document Number 1048592, Official Records of Hidalgo County, Texas.
4. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 25, 1996, by and between F.E. & J.A. Knapp Limited Partnership by F.E. Knapp, Jr. Managing Partner, as Lessor, and Houston American Oil Company, as Lessee, filed on February 24, 1997, under Document Number 580796, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
5. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 25, 1999, by and between Martin A. Nelson; Lawrence G. Nelson and F.E. & J.A. Knapp, LTD. a Texas limited partnership as Lessor, and Shannon & Williford, Inc., as Lessee, filed on June 14, 2000, under Document Number 880691, 880692, 880693, and Amendment filed February 3, 2003 under Document Number 1163764, all in the Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
6. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 15, 2005, by and between F.E. & J.A. Knapp Limited Partnership, as Lessor, and Anderson Oil, Ltd., as Lessee, filed on March 22, 2005, under Document Number 2005-1449524 and Amendment and Extension filed February 8, 2007 under Document Number 2007-1720179, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 20, 2005, by and between Martin A. Nelson and Devon R. Dooley and Deborah L. Dooley, as Lessor, and SWEPI LP, as Lessee, filed on September 7, 2005, under Document Number 2005-1517701, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated August 18, 2005, by and between Martin A. Nelson and Devon R. Dooley and Deborah L. Dooley, as Lessor, and SWEPI LP, as Lessee, filed on October 3, 2005, under Document Number 2005-1527429 and Extension filed October 23, 2007 under Document Number 2007-1819034, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 15, 2007, in favor of SWEPI LP, as Lessee, filed on September 7, 2005, under Document Number 2007-1817490, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
10. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated March 11, 2008, filed March 12, 2008 under Document Number 2008-1866748, Official Records of Hidalgo County, Texas.
11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 7, 2010, by and between F.E. & J.A. Knapp Limited Partnership, as Lessor, and Victoria Trading Co., L.L.C., as Lessee, filed on November 23, 2010 under Document Number 20120-2157022 Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 21, 2010, by and between F.E. & J.A. Knapp Limited Partnership, as Lessor, and Anderson Oil, Ltd., as Lessee, filed on November 23, 2010 under Document Number 20120-2157023; filed May 28, 2014 under Document Number 2014-2516806 and filed July 16, 2014 under Document Number 2014-2531422 and Amendment filed March 29, 2017 under Document Number 2801170,, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for

particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

13. Mineral and/or royalty reservation contained in deed dated September 22, 1965, recorded in Volume 1267, Page 84, Deed Records and dated January 22, 2002, filed February 5, 2002 under Document Number 1048589, Official Records of Hidalgo County, Texas. Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
14. Farm Lease Agreement as shown by instrument dated January 22, 2002, filed February 5, 2002 under Document Number 1048589, Official Records of Hidalgo County, Texas.
15. Subject to the past and future action of the Rio Grande River by means of accretion, erosion or\ avulsion.

AS TO BOTH TRACTS

1. All agricultural and surface leases, but only to the extent that same are still in effect.
2. Visible and apparent easements on or across the property.
3. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
4. Any discrepancies, conflicts, or shortages in area or boundary lines.
5. Any encroachments or overlapping of improvements.
6. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years.

EXHIBIT

PROPERTY DESCRIPTION

1) OWNER: City of Pharr, Texas

TRACT: A 241.56 ACRE TRACT OF LAND OUT OF PORCION 71, LOCATED ON THE SOUTH SIDE OF DOFFING ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION

A 241.56 acre tract of land out of PORCION 71, Hidalgo County Texas. Said 241.56 acre tract of land is vested to the City of Pharr by virtue of a Special Warranty Deed dated January 6, 2022 recorded in Document No. 3298108, Official Records of Hidalgo County, Texas. Said 241.56 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a No. 4 rebar found at the Northeast corner of Lot 10, Re-Subdivision of Closner Subdivision as per map recorded in Volume 1, Page 56A, Map Records of Hidalgo County, Texas; **THENCE**, North 79 degrees 10 minutes 03 seconds East, with the apparent North right-of-way of Doffing Road, a distance of 167.99 feet to a ¾ inch iron pipe found at the Southeast corner of the Eli Jackson Cemetery (as per Affidavit of Dedication for Cemetery Purposes recorded in Document No. 1442512, Official Records of Hidalgo County, TX) for the **POINT OF BEGINNING**;

THENCE, North 08 degrees 26 minutes 18 seconds East, with the East line of said Eli Jackson Cemetery, a distance of 186.35 feet to a No. 4 rebar found at the Southwest corner of United States of America and its assigns, Department of Homeland Security, Customs and Border Protection (as per Warranty Deed recorded in Document No. 3115969, Official Records of Hidalgo County, Texas), for the Northwest corner of this tract of land;

THENCE, North 82 degrees 24 minutes 13 seconds East, with the South line of said United States of America property, a distance of 1,159.63 feet to an aluminum disc found at the Southeast corner of the said United States of America property, for the most Northerly Northeast corner of this tract of land;

THENCE, South 08 degrees 37 minutes 30 seconds West, with the West line of United States of America and its assigns, Department of Homeland Security, Customs and Border Protection (as per Warranty Deed recorded in Document No. 3368685, Official Records of Hidalgo County, Texas) at 30.60 feet pass an aluminum disc found at the apparent North right-of-way line of the Old Military Road, at a total distance of 59.47 feet to a cotton picker spindle found at the apparent center line of said Old Military Road, for an interior corner of this tract of land;

THENCE, North 83 degrees 25 minutes 17 seconds East, a distance of 151.35 feet to a No. 4 rebar found at the Northwest property corner of Rio Fresh Inc. (as per Warranty Deed with Vendor's Lien recorded in Document No. 3372106, Official Records of Hidalgo County, Texas), for the most Southerly Northeast corner of this tract of land;

THENCE, South 08 degrees 20 minutes 16 seconds West, with the West line of said Rio Fresh, Inc. property, a distance of 8,518.65 feet, to a railroad tie found at the high bank of the Rio Grande River, for the Southeast corner of this tract of land;

THENCE, with the meanders of the high bank of said Rio Grande River as follows: North 35 degrees 25 minutes 47 seconds West, 68.28 feet; North 53 degrees 01 minutes 31 seconds West, 235.22 feet; North 63 degrees 56 minute 02 seconds West, 231.79 feet; North 71 degrees 14 minutes 30 seconds West, 550.21 feet; North 70 degrees 45 minutes 00 seconds West, 200.10 feet; and South 76 degrees 16 Minutes 40 seconds West, 120.85 feet to an old fence post found at the high bank of said Rio Grande River for the Southwest corner of this tract of land;

THENCE, North 08 degrees 48 minutes 14 seconds East, with the East property line of United States of the United States of America and its assigns, US Fish and Wildlife (as per General Warranty Deed recorded in Document No. 2321228, Official Records of Hidalgo County, Texas), and along an old wire fence, a distance of 7,710.08 feet to the **POINT OF BEGINNING**, and containing 241.56 acres of land, more or less.

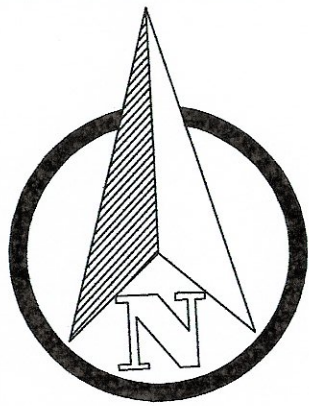
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



A handwritten signature in blue ink, appearing to read "Pablo Soto, Jr.", is written over a large, loopy blue oval.

PABLO SOTO, Jr. – R.P.L.S. No. 4541

Date: 9/08/2023

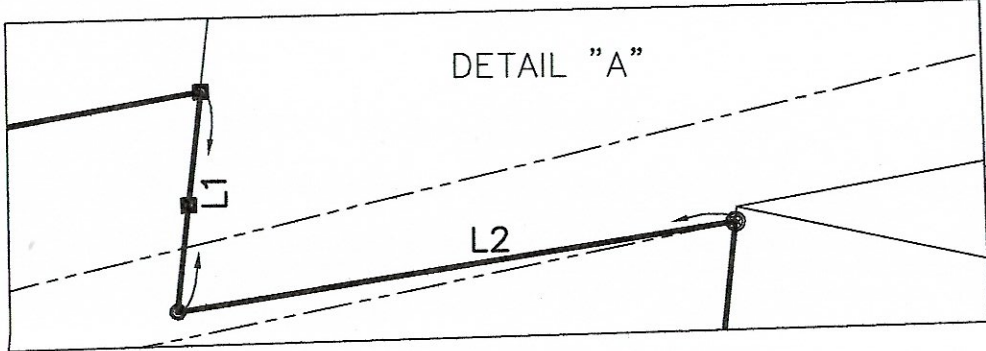


SCALE: 1" = 500'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 08°37'30" W	59.47'
L2	N 83°25'17" E	151.35'
L3	N 35°25'47" W	68.28'
L4	N 53°01'31" W	235.22'
L5	N 63°56'02" W	231.79'
L6	N 71°14'30" W	550.21'
L7	N 70°45'00" W	200.10'
L8	S 76°16'40" W	120.85'
L9	N 08°26'18" E	186.35'

ADJOINERS

- 1 OWNER: ELI JACKSON CEMETERY
DECLARATION DEED DOCUMENT NO. 1442512
O.R.H.C., TX.
- 2 OWNER: EDUARDO TREVINO, ET. AL.,
WARRANTY DEED
VOLUME 1639, PAGE 779 D.R.H.C.,TX
- 3 OWNER: UNITED STATES OF AMERICA
FISH AND WLDLIFE DEPARTMENT
GENERAL WARRANTY DEED
DOCUMENT NO. 2321228 O.R.H.C., TX.
- 4 RIO FRESH INC.
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT NO. 3372106, O.R.H.C., TX.
- 5 UNITED STATES OF AMERICA, AND ASSIGNS
DEPARTMENT OF HOMELAND SECURITY
WARRANTY DEED
DOCUMENT NO. 3115969 O.R.H.C., TX.
- 6 UNITED STATES OF AMERICA, AND ASSIGNS
DEPARTMENT OF HOMELAND SECURITY
WARRANTY DEED
DOCUMENT NO. 3368685
O.R.H.C., TX.



LEGEND

- Ⓡ NO. 4 REBAR
- ALUMINUM DISK
- F4- FOUND NO. 4 REBAR
- S4- SET No. 4 REBAR
WITH YELLOW CAP
STAMPED RGEC
- - POST
- ⊙ - CPS

SURVEY PLAT
OF
A 241.56 ACRE TRACT OF LAND OUT OF
PORCION 71,
HIDALGO COUNTY, TEXAS



PABLO SOTO, Jr. - R.P.L.S. No. 4541
DATE: 9/08/2023

Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr., Alteration of this document, except by a licensed land surveyor is illegal.

I, Pablo Soto, Jr, hereby certify that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

GF No.:	FLOOD ZONE	☒ A ☐ AO ☐ C ☐ X ☐ AH ☐ B ☐ D ☐ OTHER	Community-Panel No.: 480334 0500 B EFFECTIVE DATE: 01/02/1981
Description: "ZONE A" - NO BASE FLOOD ELEVATIONS DETERMINED.			County: Hidalgo City: PHARR
Client: CITY OF PHARR		Mailing Address: 118 S CAGE BLVD	State: TX
Job No.: SUR23.074	Date: 09/08/2023	FB:	PG: Drawn By: A.M. CHECKED BY: P.S.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

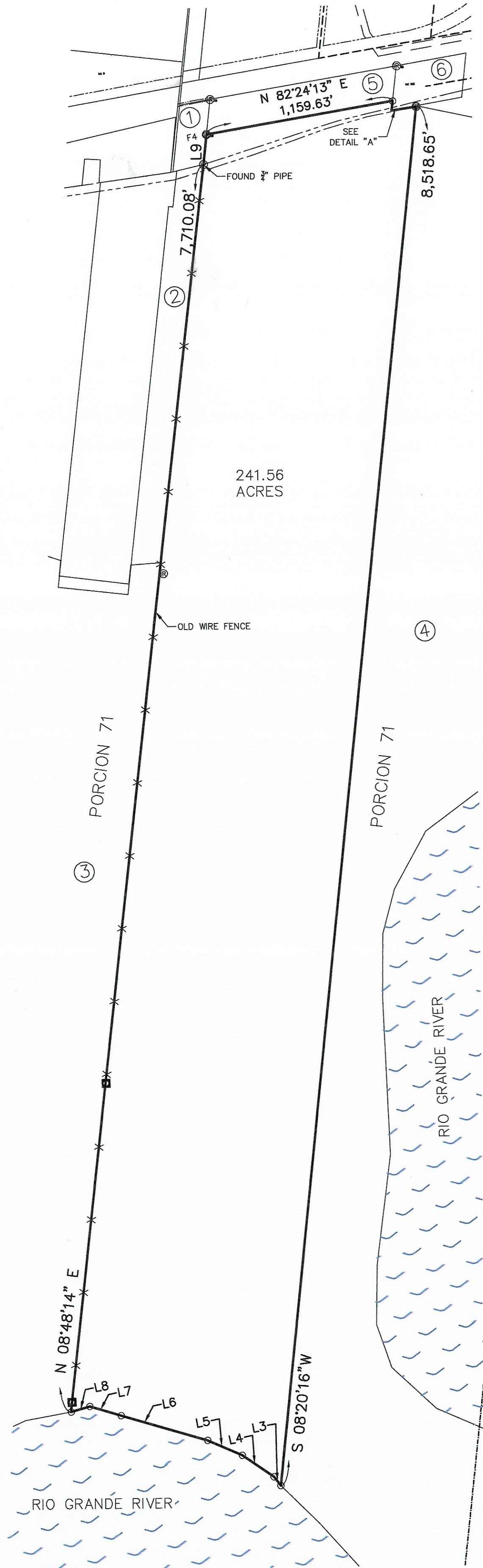


EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the South side of Doffing Road. The property is approximately **241.56 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: City of Pharr, Texas

TRACT 1: A 241.56 ACRES TRACT OF LAND OUT OF PORCION 71 LOCATED ON THE SOUTH SIDE OF DOFFING 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.

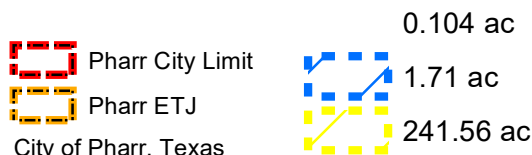
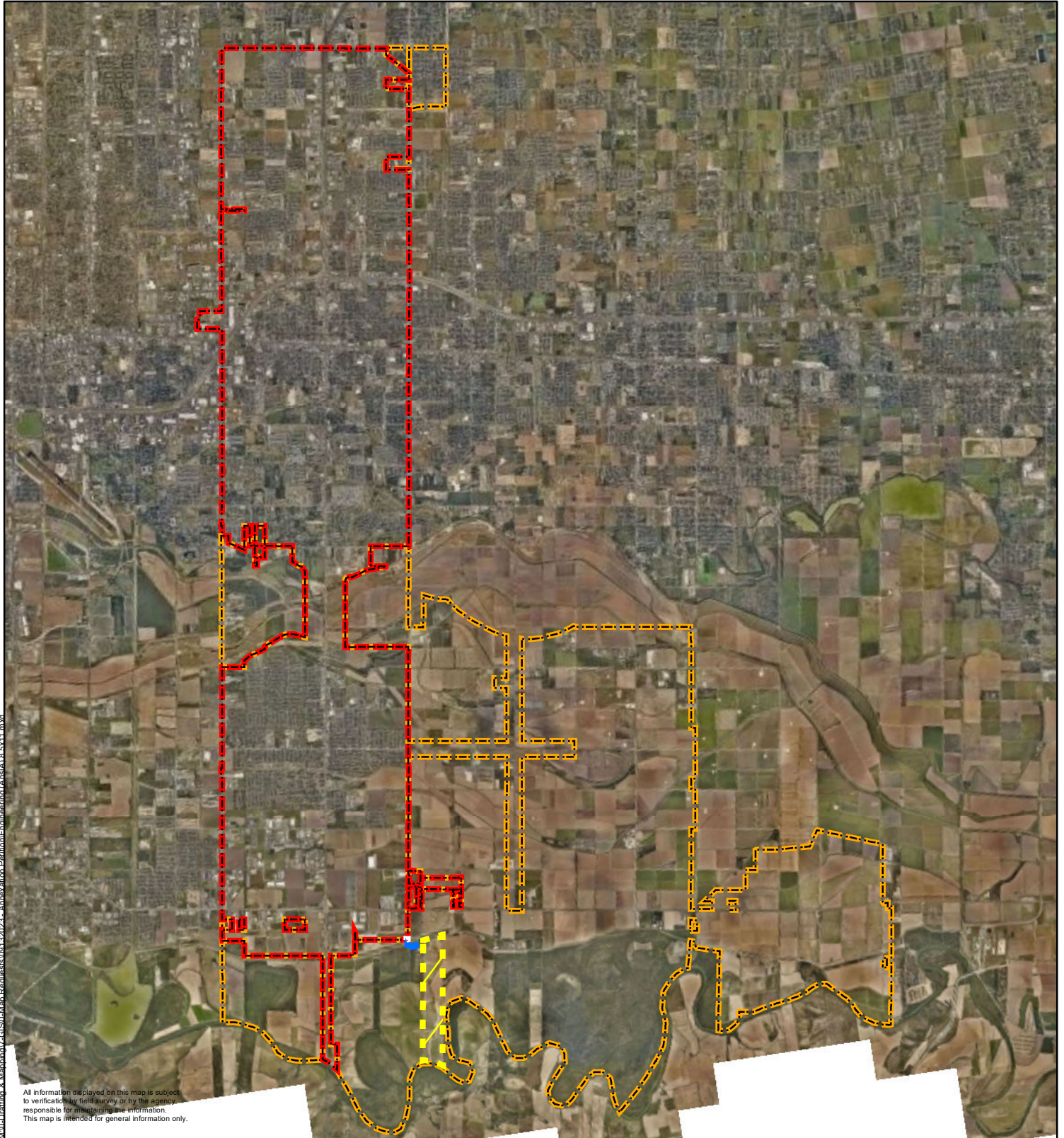
III. LEVEL OF SERVICES TO BE PROVIDED

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**

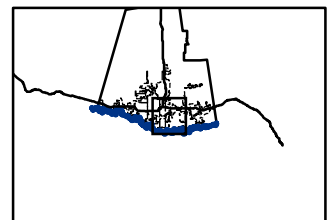
DATE	ACTION/EVENT	LEGAL AUTHORITY
September 12, 2023	Submitted petition for annexation	
October 5, 2023	Resolution to City Commission on accepting petition of annexation	
October 5, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for November 6, 2023 (31 days)	TLGC 43.0671
October 5, 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>October 11, 2023 for publication on October 18, 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.
October 18, 2023	Legal Notice for Public Hearing Published for the date of November 6, 2023 (19 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 6, 2023	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 6, 2023	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 20, 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
December 4, 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, Texas
Engineering Department
956.402.4242

Date: 9/18/2023

Scale: 1 inch = 8,864 feet



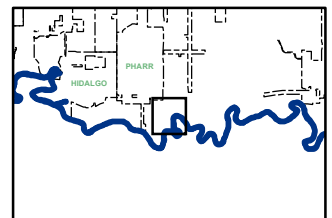


Pharr City Limit
Pharr ETJ
City of Pharr, Texas
Engineering Department
956.402.4242
Date: 9/13/2023

0.104 ac
1.71 ac
241.56 ac

0 550 1,100 2,200 3,300 4,400 Feet

Scale: 1 inch = 1,124 feet





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: City of Pharr

Date of Submittal: 9/11/2023

Proposed Acreage to be Annexed: 241.56

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 1/2" 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: E Doffing Rd

Total Number of Acres: 241.56

1 Total Number of Tracts: 1

Subdivision Name: N/ALot(s): N/ABlock(s): N/A

Survey Name and Abstract No.: 241.56 acres tract of land out of Porcion 71 Hidalgo Co.Tx

Current Land Use: Ag/ vacant

Proposed Land Use and Purpose of Annexation: Industrial

List all qualified voting age persons living on each tract of land:

[illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: City of Pharr

If the property ownership 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: 118 S Cage Blvd City: Pharr State: Tx Zip Code: 78577

Phone No.: 956-402-4242 Cell Phone No.: _____ Email: jonathan.flores@pharr-tx.gov

Owner's Signature: _____ Date: 9/11/23

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: Kimberly Mendoza

Company's Name (if applicable): City of Pharr Development Services Director

Address: 118 S Cage Blvd. City: Pharr State: Tx Zip Code: 78577

Phone No.: 956-402-4242 Cell Phone No.: _____ Email: kimberly.mendoza@pharr-tx.gov

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: Jonathan Flores

Owner's Signature: _____ Date: 9/11/23



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, City of Pharr Jonathan Flores, 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 241.56 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) Jonathan Flores Signature (Owner) [Signature]

Print Name (Owner) _____ Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan Flores, 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 12th day of September, 2023

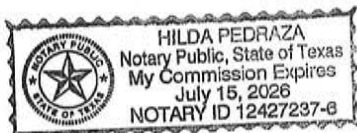
[Signature]

NOTARY PUBLIC in and for the
STATE OF TEXAS

Hilda Pedraza

Printed Name

My commission expires: 07/15/2026





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: September 19, 2023

MEETING DATE: October 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2024-2025. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The Hidalgo County Appraisal District will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors of the Hidalgo County Appraisal District from September through December 2023. Attached is a timeline with important information and dates to assist with the voting entitlement process.

The Board of Directors consists of nine (9) members, five (5) voting members who are appointed by the participating entities, three (3) members elected by the voters of the county, and one (1) ex-officio member, which is the County Tax Assessor/Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate candidate(s) for the voting entitlement. Each eligible taxing unit may nominate one (1) but at most five (5) candidates. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before October 15, 2023.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the Board of Commissioners to submit the name(s) of the nominee(s).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/19/2023
Approved - 9/19/2023
Final Approval - 9/19/2023

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoaad.org

BOARD OF DIRECTORS

Albert D. Cardenas	Chairman
Joe D. Olivarez	Vice-Chairman
Amador Requeenz	Secretary
Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

September 8, 2023

City of Pharr Secretary
Ms. Hilda Pedraza
PO Box 1729
Pharr TX 78577

REC'D
CC

SEP 18 2023

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

Dear Ms. Pedraza;

The Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors (BOD) from September through December 2023. I have included with this letter a timeline with important information and dates to assist you with the voting entitlement process.

Per Sec. 6.0301 of the Texas Property Tax Code (TPTC), HCAD is governed by a BOD appointed by the eligible taxing units that participate in the district and elected by majority vote at the general election for state and county officers. The BOD consists of nine (9) members, five (5) voting members who are appointed by participating entities, three (3) members elected by the voters of the county, and one (1) ex-officio member, which by state statute is the County Tax Assessor-Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate, by **resolution**, candidate(s) for the voting entitlement. Each eligible taxing unit may nominate one (1) but at most five (5) candidates. The governing body for each eligible taxing unit must submit the adopted resolution with the candidate(s) name(s) and their contact information to the Chief Appraiser **before October 15th**.

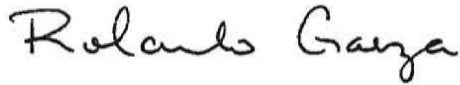
Before **October 30th**, the Chief Appraiser shall prepare and deliver a ballot to the presiding officer of each eligible taxing unit, listing the candidates whose names were timely submitted and the number of votes the taxing unit is entitled to. The governing body shall then determine its vote and submit such vote by an adopted resolution to the Chief Appraiser before **December 15th**.

Before **December 31st**, the Chief Appraiser shall count all timely submitted votes, declare the five candidates that received the most votes elected, and submit the results to the candidates and the governing bodies of each taxing unit in the district.

The process for the three (3) elected members is to file an application for a place on the ballot with the County Judge accompanied by the filing fee prescribed by Section 6.032(c) of the TPTC.

Please do not hesitate to contact me if you need further assistance or additional information regarding the voting entitlement process.

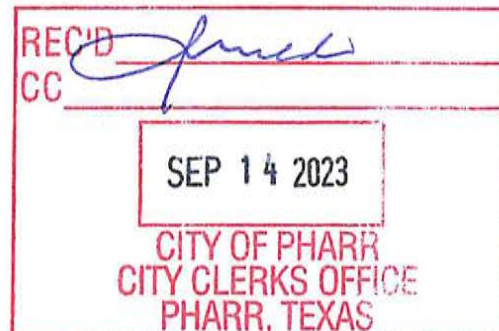
Sincerely,



Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures



HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
 Jorge Gonzalez, Asst. Chief Appraiser
 Brent E Cavazos, Associate Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Albert D. Cardenas	Chairman
Joe D. Olivarez	Vice-Chairman
Amador Requenez	Secretary
Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2024 - 2025	
August 2023 But before October 1, 2023	Notify all presiding officers of each taxing unit about the upcoming election and their voting entitlement for the 2024-2025 election for the Board of Directors for the Appraisal District.
Before October 15, 2023	The Presiding Officer of the taxing unit submits the name(s) of the candidate(s) by written resolution to the Chief Appraiser.
Before October 30, 2023	The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname, and the number of votes each taxing unit has, to the presiding officer.
At the First or Second Open Meeting After Receiving Ballot OR Before December 15, 2023	Each voting unit with 250 or more of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser before the third day after adopting the resolution. OR Each voting unit with 250 or less of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser.
Before December 31, 2023	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and the candidates.

**2024-2025
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS**

	2022 Tax Levied	2022 Total Levy	2022 Percent	Voting	2024 - 2025 Directorships	2024 - 2025 Official Votes
Entity						
Hidalgo County	\$ 264,653,740	\$ 1,050,933,873	25.183%	252	5	1,260
Cities						
Alamo	\$ 5,103,714	\$ 1,050,933,873	0.486%	5	5	25
Alton	\$ 3,103,203	\$ 1,050,933,873	0.295%	3	5	15
Donna	\$ 6,551,936	\$ 1,050,933,873	0.623%	6	5	30
Edcouch	\$ 622,717	\$ 1,050,933,873	0.059%	1	5	5
Edinburg	\$ 38,127,169	\$ 1,050,933,873	3.628%	36	5	180
Elsa	\$ 1,762,298	\$ 1,050,933,873	0.168%	2	5	10
Granjeno	\$ 30,754	\$ 1,050,933,873	0.003%	1	5	5
Hidalgo	\$ 3,085,315	\$ 1,050,933,873	0.294%	3	5	15
La Joya	\$ 1,209,519	\$ 1,050,933,873	0.115%	1	5	5
La Villa	\$ 661,394	\$ 1,050,933,873	0.063%	1	5	5
McAllen	\$ 58,106,007	\$ 1,050,933,873	5.529%	55	5	275
Mercedes	\$ 5,957,425	\$ 1,050,933,873	0.567%	6	5	30
Mission	\$ 28,910,952	\$ 1,050,933,873	2.751%	28	5	140
Palmview	\$ 3,676,160	\$ 1,050,933,873	0.350%	4	5	20
Penitas	\$ 1,711,540	\$ 1,050,933,873	0.163%	2	5	10
Progreso	\$ 967,912	\$ 1,050,933,873	0.092%	1	5	5
Pharr	\$ 28,727,505	\$ 1,050,933,873	2.734%	27	5	135
San Juan	\$ 10,077,462	\$ 1,050,933,873	0.959%	10	5	50
Sullivan City	\$ 739,543	\$ 1,050,933,873	0.070%	1	5	5
Weslaco	\$ 16,103,016	\$ 1,050,933,873	1.532%	15	5	75
Schools						
Donna	\$ 22,534,056	\$ 1,050,933,873	2.144%	21	5	105
Edcouch-Elsa	\$ 5,402,674	\$ 1,050,933,873	0.514%	5	5	25
Edinburg	\$ 91,362,000	\$ 1,050,933,873	8.693%	87	5	435
Hidalgo	\$ 8,845,402	\$ 1,050,933,873	0.842%	8	5	40
La Joya	\$ 41,386,168	\$ 1,050,933,873	3.938%	39	5	195
La Villa	\$ 1,808,783	\$ 1,050,933,873	0.172%	2	5	10
Lyford	\$ 198,030	\$ 1,050,933,873	0.019%	1	5	5
McAllen	\$ 96,621,136	\$ 1,050,933,873	9.194%	92	5	460
Mercedes	\$ 9,261,699	\$ 1,050,933,873	0.881%	9	5	45
Mission	\$ 31,332,081	\$ 1,050,933,873	2.981%	30	5	150
Monte Alto	\$ 2,193,628	\$ 1,050,933,873	0.209%	2	5	10
PSJA	\$ 70,777,785	\$ 1,050,933,873	6.735%	67	5	335
Progreso	\$ 3,013,695	\$ 1,050,933,873	0.287%	3	5	15
Sharyland	\$ 46,548,429	\$ 1,050,933,873	4.429%	44	5	220
So Tx College	\$ 75,735,089	\$ 1,050,933,873	7.206%	72	5	360
South Texas ISD	\$ 23,974,661	\$ 1,050,933,873	2.281%	23	5	115
Valley View	\$ 11,639,286	\$ 1,050,933,873	1.108%	11	5	55
Weslaco	\$ 28,409,990	\$ 1,050,933,873	2.703%	27	5	135
GRAND TOTALS	\$ 1,050,933,873		100.000%	1002		5,015

RESOLUTION NO. R-2023- ____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR
TEXAS EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS
FOR 2024-2025 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF
DIRECTORS**

WHEREAS, the Board of Commissioners of the City of Pharr is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2024 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Board of Commissioners of the City of Pharr must submit the name of the nominee by written resolution to the Chief Appraiser by October 15, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the name of:

is hereby nominated by the City of Pharr to the Hidalgo County Appraisal District Board of Directors.

FURTHER, the City of Pharr directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this the 5th day of October, 2023.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: September 28, 2023

MEETING DATE: October 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on the proposed toll fee increase for both commercial trucks and passenger vehicles at the Pharr International Bridge. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: On September 26, 2023, the Bridge Board approved the proposed toll fee increase for both commercial trucks and passenger vehicles as discussed in executive session.

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

Luis Bazan

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/28/2023

Approved - 9/28/2023

Approved - 9/28/2023

Approved - 9/29/2023

New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: October 2, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase one (1) Gasboy fuel pump for Public Works from JF Petroleum Group, Inc. from Edinburg, TX for \$94,871.89 through Buy Board Cooperative Contract # 673-22. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr Public Works Department is our main location to fill up city vehicles. The department is in need to replace their current fuel pump and this replacement will be one Gasboy pump single hose 9100 series, installation, and replace fuel master with a new 2500 FMU, and install Veeder Root. Project# 2223-01-517-P16-01

Fiscal Consideration: \$95,000

Staff Recommendation: Staff recommends approval to purchase fuel pump

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 10/2/2023

Mayra Gomez

Approved - 10/2/2023

Luis Marin

Approved - 10/2/2023

Hilda Pedraza

Approved - 10/2/2023

Ricardo Rodriguez

Approved - 10/2/2023

Karla Saavedra

Approved - 10/2/2023

City Management Office

New -



Innovation that works.

PSI JF Petro Group, Inc

Buy Board 673-22

DATE 9/7/2023

Purchaser: Pharr Public Works

WORK TO BE PERFORMED AT: 1015 E. Ferguson Ave.
Pharr, TX. 78577

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Replace (1) Gasboy pumps single hose unleaded 9100 series
Install new Gasboy unleaded single hose pump with sump
Replace the Fuel Master with a new 2500 FMU
Install Veeder Root TLS4B wireless series ATG

Pricing:

Gasboy pumps	\$15,742.75
Fuel Master	\$18,333.33
Veeder Root ATG	\$19,870.00
Piping/sump	\$3,440.06
Electrical	\$24,722.00
Freight	\$1,163.75
Labor/Startup	\$11,600.00

Total \$94,871.89

Note: This quote is using existing conduit

September 7, 2023

PAYMENT TERMS:

Progressive billings shall be made by JF Petroleum Group and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for

purpose of convenience or coordination shall be considered "delivery" for billing purposes.

Payment terms are DUE UPON DELIVERY OF INVOICE unless otherwise specified in contract bid. Finance charges will be applicable. Financing charges of 1 1/2 % per month on past due accounts and also reasonable attorney fee in the event of default by either party will be charged.

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work, and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued document. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK: Seller shall include said company or its particular division, subsidiary or affiliate performing the Work as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional work ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the Work on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said Work. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of Seller's work. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT: a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and net 30 days on completion of services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required on all installation agreements. Invoices are due and payable in McAllen, Hidalgo County, Texas to Petroleum Solutions, Inc. DBA JF Petroleum Group, P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired. d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired. All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. **Bill & Hold Arrangement - Bill & Hold** is a service offering JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. SCHEDULING OF WORK: The services set forth in Seller's proposal above and Purchaser's acceptance will be accomplished in a timely, workmanlike and professional manner by Seller's personnel. If Seller is required to delay commencement of the Work or if, upon embarking upon its Work, Seller is required to stop or interrupt the progress of its Work as a result of changes in the scope of the Work requested by Purchaser, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Seller, additional charges shall be applicable and payable by Purchaser.

6. ACCESS TO SITE: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work. Seller shall take reasonable measures and precautions to minimize damage to the Site and any improvements located thereon as the result of its Work or the use of its equipment; however, Seller has not included in its fee the cost of restoration of damage which may occur. If Purchaser desires or requires Purchaser to restore the Site to its former condition, upon written request, Seller will perform such additional work as is necessary to do so and Purchaser agrees to pay to Seller for the cost.

7. PURCHASER'S DUTY TO NOTIFY SELLER: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.

8. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, cleanup costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this Agreement that such work will be rendered in accordance with good commercial practice for a limited period of ninety (90) days from the date of Seller's completion of such work, unless otherwise required by applicable law or unless amended by an instrument in writing signed by the parties; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). THIS LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT THE PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON THE EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT), PURCHASER MAY RECOVER FROM SELLER DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.

c. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys' fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

d. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

e. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

f. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

g. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Purchaser shall maintain general liability, completed operations and builder's risk insurance, and shall meet financial responsibility requirements of federal and state storage tank regulations sufficient to protect against claims that may arise under this agreement. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.

h. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or assume any responsibility for Purchaser's business operations.

i. SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.

j. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.

9. RELATED WORK:

a. Labor, materials and outside services for electrical, concrete, asphalt, water, sewer and natural gas work are not included in this agreement unless specified. Anchors, foundations, footings and cathodic protection are not included in this agreement unless otherwise specified. If concrete slabs are placed and finished under this agreement, the Seller shall not be responsible for the slab if such slab is not protected from traffic by Purchaser for at least a minimum of seven (7) days.

b. Seller has not included in this bid any removal or disposal of contaminated soils. If contaminated soils exist on the Site, Purchaser will be advised and a supplemental fee agreed upon for the removal and disposal of such contaminated soils will be charged. No soil or water sampling is included in this proposal, unless otherwise stated.

c. Any electrical work expressly provided by Seller is regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints. TECL # 18579 (PSI) TECL # 30139 (JF PETRO).

10. EXCAVATION: Installation is based on normal and stable soil conditions. In the event any underground structures, cables, electrical conduits, piping, storm sewers, debris, rock, environmental contamination, concrete foundations, water, running sand, caving walls, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the agreement, Seller shall not be held responsible and the Purchaser shall bear and agrees to pay any additional costs associated therewith. Additional cost or expense incurred by Seller resulting from conditions described above shall be borne by the Purchaser and shall include Seller's labor, material, equipment costs and overhead costs plus a reasonable markup as determined by Seller at its sole discretion. Log boring of the excavation site is not required of Seller under this agreement, except when a specific amendment is attached to the body of this agreement. This quotation is based on the walls of the excavation being vertical. If it is necessary for any reason to slope banks of the excavated area where the tanks are to be installed Purchaser agrees to pay an additional charge for excavation and extra backfill material. If any underground hazards listed above are encountered the Purchaser will be notified and will inspect the site and give the Seller written notice of his inspection results and will include the order to proceed. If it becomes necessary for Seller to abandon the site of excavation due to incurable excavation problems, contamination or notice not to proceed by the Purchaser, expenses to date covering the work completed, tear down and removal of materials and equipment, and restocking charge for material ordered will be borne and shall be paid by the Purchaser. All finish grades are to be established and verified by the Purchaser.

11. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

12. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty as provided under Paragraph 8(b) of this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser or its agent shall furnish a state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained in writing by Purchaser.

13. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. HARDWARE/ SOFTWARE COMPATIBILITY: In connection with this agreement, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine startup and programming. If on startup, it is discovered that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be held harmless from any resulting delays in completion of the work, and shall be entitled to full payment of the Agreement Price. In the event Purchaser discovers that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, and more than thirty (30) days from the date of Seller's completion of such work have not elapsed, Purchaser shall immediately notify Seller, within seven (7) calendar days from the date of such discovery(ies). Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours. If additional configuration is needed and timely notification is given to Seller as provided under this agreement and if Seller conducts the additional configuration or upgrading, Purchaser shall immediately compensate Seller for the labor and material required to make the system functional.

16. ADMINISTRATIVE PROVISIONS:

a. Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes.

b. Record keeping. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

c. Contingencies. Seller shall be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by Purchaser or a third party or by and act of God, war, civil disturbance, fire, flood, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including failures and fluctuations in electrical power, heat , light, or telecommunications, and such nonperformance shall not be a default hereunder, or grounds for termination of this agreement. In no event shall an event of force majeure excuse the Purchaser from making any payment due hereunder.

d. Seller may take photographs (electronic and still) and video recording of all aspects of excavation and installation.

17. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

18. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

19. ARBITRATION. THE PARTIES FURTHER AGREE AS FOLLOWS:(a) UPON WRITTEN NOTICE BY SELLER OR PURCHASER TO THE OTHER, ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE CONSTRUCTION INDUSTRY ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS SELLER AND PURCHASER, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, SEIZURE AND/OR FORECLOSURE) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND ARBITRATION COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(o) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN HIDALGO COUNTY, TEXAS.

THE PARTIES MAY AGREE IN WRITING TO USE A DIFFERENT ARBITRATION GROUP BESIDES THE AMERICAN ARBITRATION ASSOCIATION.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF PETROLEUM SOLUTIONS, INC.'S SIGNATURE BELOW.

PSI JF Petro Group, Inc

By: _____

Print Name: Ed Bleibdrey

Title: Sales Representative

Date: 9/7/2023

ACCEPTED FOR: _____

By: _____

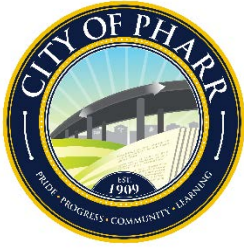
Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

PROPOSAL NO. xxxxxxxxx



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: September 28, 2023

MEETING DATE: October 5, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Hidalgo County Regional Mobility Authority for Administrative and Staffing Services. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The Interlocal agreement includes TMRS -2024 transfer updated service credits and replaces and supersedes the various Interlocal agreements for administrative services including all amendments thereto.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/28/2023
New -

INTERLOCAL AGREEMENT FOR ADMINISTRATIVE AND STAFFING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Interlocal Agreement for Administrative and Staffing Services (the “**Agreement**”) made and entered into this **26th day of September, 2023**, by and between the **CITY OF PHARR**, Texas, a home rule municipality (hereinafter referred to as the “**CITY**”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as “**HCRMA**”), a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code, both situated in Hidalgo County in the Rio Grande Valley of Texas. This Agreement replaces and supersedes the previous Interlocal Agreement for Administrative Services between the parties, including all amendments thereto.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CITY and the HCRMA share the goal of improving mobility within the CITY and throughout the region; and

WHEREAS, the CITY provides certain Administrative Services and Staffing Services to the HCRMA; and

WHEREAS, the CITY and the HCRMA desire to clarify the benefits provided to HCRMA staff members under this Agreement, specifically related to retirement benefits, and have undertaken the amended language herein for that purpose in Section II.B.1.e.(i)-(ii); and

WHEREAS, the CITY and the HCRMA desire to further clarify in Section VI.H. that the exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA;

NOW, THEREFORE, the CITY and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

- I. Definitions
- II. Duties of the CITY

- III. Duties of the HCRMA
- IV. Default
- V. Term and Termination
- VI. Miscellaneous

All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

* * *

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

Date: _____

Attest:

Hilda Pedraza, City Clerk

Approved as to form:

City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

S. David Deanda, Jr., Chairman

Date: _____

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

Approved as to form:

Blakely L. Fernandez, Board Attorney - HCRMA

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“Administrative Services” means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: management, financial management, personnel, human resources, purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties in writing from time to time. The Administrative Services provided by the CITY to the HCRMA shall be identified in Schedule A, attached hereto and incorporated herein, as may be amended from time to time by the parties.

“Agreement” means this Interlocal Agreement by and between the CITY and the HCRMA.

“CITY” means the City of Pharr, a home rule municipality.

“Eligible Employee” means employees eligible for certain retirement benefits described in Section II.B.1.e.(i)-(ii).

“Governing Board” means the City Commission of the City of Pharr.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“Staffing Services” means the provision of CITY staff to serve the HCRMA in the capacity of an Executive Director and any other related support staff as required by the HCRMA’s Executive Director.

II. DUTIES OF THE CITY

A. Administrative Services.

1. During the term and as part of the normal course of business of the CITY, the CITY shall provide certain Administrative Services to the HCRMA. The services shall include purchasing and procurement services, financial management, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time. Services described herein shall be provided at the written request of the HCRMA.

2. The CITY and the HCRMA will mutually agree to the standard of each administrative service to be provided at the time of request. Expenses incurred by the CITY in providing such administrative services shall be compensated in accordance with Section III of this

Agreement.

B. Staff and Management Services.

1. **CITY Employees.** The CITY shall provide the HCRMA with CITY Staffing Services to meet the HCRMA's staffing requirements, as requested by the HCRMA from time to time.

a. CITY will provide an employee, approved by the Board of Directors of the HCRMA, to serve as the Executive Director of the Authority.

b. Executive Director shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

c. Executive Director shall be a senior administrator at the CITY, reporting directly to the CITY Manager and the Board of Directors of the HCRMA.

d. CITY shall not change or replace Executive Director without written consent from the HCRMA Board Chairman.

e. Upon request by the Executive Director and approval of the HCRMA Board, the CITY shall provide additional administrative and management staff to the HCRMA under the terms and conditions of this Agreement. Executive Director shall approve any additional administrative or management staff provided by the CITY to the HCRMA as Staffing Services.

i. Any administrative or management staff provided by the CITY to the HCRMA shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

ii. For clarification, benefits referenced in subsection (i) above include retirement health coverage contribution eligibility for administrative and management staff who have a start date with the HCRMA prior to January 1, 2021 and have not less than twenty (20) years of participation in the Texas Municipal Retirement System (the "**Eligible Employees**").

1. The Eligible Employees shall be eligible upon retirement to receive continued health coverage at the expense of the HCRMA regardless of age upon retirement. When a retiree reaches the age of 65, the HCRMA will no longer pay for the retiree's health insurance but will pay for the cost of the retiree's Medicare coverage.

2. Any Eligible Employee shall comply with the procedural requirements as may be applicable, and shall further execute any necessary authorizations allowing the HCRMA and/or the City to withdraw any payments owed on monthly premiums. Any Eligible Employee shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage. (See Chapter 38, Section 3 of Pharr Personnel Policy Manual – Retirement.)

3. If a retired Eligible Employee elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage. Dependents are not eligible for health benefit coverage once the Eligible Employee is separated from the City.

4. Except as stated herein, all other provisions of Chapter 38, Section 3 of the Pharr Personnel Policy Manual apply.

f. The initial staff provided to the HCRMA shall include those persons currently serving the HCRMA in a full time capacity. Additional staff members for the HCRMA shall be hired as CITY employees pursuant to CITY policy and practices. The Executive Director, or his designee, shall be responsible for the solicitation, interviewing, and selection of any additional staff members.

2. **Executive Director.** In addition to any employment requirements maintained by the CITY and outlined in Chapter 171, Texas Local Government Code, any Executive Director for the HCRMA must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:

i. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.

ii. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.

iii. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.

iv. The Executive Director may not make personal investments, including investments of his spouse, which could reasonably be expected to create a substantial conflict between his private interests and the interests of the HCRMA.

v. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.

vi. The Executive Director may not have a personal interest in an agreement executed by the HCRMA.

vii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the HCRMA, the Texas Department of Transportation, or the County.

viii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse directly or indirectly owns or controls more than ten percent (10%) interest in a business or other organization that is regulated by or receive funds from the HCRMA, the Texas Department of Transportation, or the County.

ix. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the HCRMA, the Texas Department of Transportation, or the County.

x. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the HCRMA, the Texas Department of Transportation, or the County.

xi. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.

xii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the HCRMA and properly disclosed as such.

3. Work on behalf of the CITY or other Political Subdivisions.

i. To the extent permitted by State law and, if necessary, authorized by the Commission, with the consent of the Board of Directors of the HCRMA, the Executive Director may perform certain acts on behalf of the CITY or another political subdivision that benefit the County or the region.

ii. CITY does hereby release, indemnify, and promise to defend and

save harmless the HCRMA, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the HCRMA, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff member's performance of service to, for, or on behalf of the CITY.

C. Audit. The CITY will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the services provided to the HCRMA by the CITY.

D. Public Information Requests. At the request of the HCRMA, the CITY will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and CITY and HCRMA policies.

III. DUTIES OF THE HCRMA

A. Reimbursement for Administrative Services. The HCRMA will reimburse the CITY for Administrative Services based on costs provided in Schedule A. Administrative Services provided to the HCRMA but not listed on Schedule A shall be reimbursed based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the CITY and/or hourly costs of CITY employees to accomplish the Administrative Services. CITY employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Reimbursement for Staffing Services. HCRMA shall assume all costs and expenses for the dedicated Executive Director and any other staff assigned to the HCRMA, including costs of fringe benefits and professional obligations, and shall pay the CITY an administrative fee of \$75.00 per employee per pay period (the "Staffing Fee").

C. Timely Payment.

1. **Administrative Services.** The HCRMA shall reimburse the CITY on a monthly basis for administrative services performed during the Term of this Agreement. The CITY will invoice the HCRMA following the end of each month for administrative services performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the CITY by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within fifteen (15) days of notice of such dispute.

2. **Staffing Services.** The HCRMA shall reimburse the CITY on a monthly basis for staffing services performed during the term of this Agreement. The CITY will invoice the HCRMA following the end of each month for Staffing Services, including the Staffing Fee.

Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. The CITY shall provide a complete accounting of current costs, including benefit details and administrative fees, to the HCRMA. Any increases in such costs shall be subject to approval by the HCRMA Executive Director and may be subject to approval by the HCRMA Board of Directors.

D. Executive Director and other CITY Staff dedicated to the HCRMA.

1. The Board of Directors of the HCRMA shall approve the CITY employee designated as Executive Director and shall, in conjunction with the CITY Manager, supervise the Executive Director in the performance of the administrative tasks of the HCRMA.

2. The Board of Directors of the HCRMA shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to the CITY.

3. The Executive Director shall select and/or approve any staff members provided by the CITY. Such staff members designated as HCRMA staff shall report directly to the Executive Director and the Executive Director shall supervise and perform annual evaluations on all such staff. If the City requires annual evaluations of City employees, the Executive Director will provide copies of such evaluations to the City's human resources department.

4. The HCRMA shall compensate CITY for all costs related to Executive Director and any other staff assigned to the HCRMA as described herein.

5. HCRMA shall directly reimburse Executive Director and any other staff assigned to the HCRMA for any expenses incurred in pursuit of official HCRMA business, including any licensing or training requirements, mileage and other business expenses. Any expenses incurred by Executive Director or other staff assigned to the HCRMA in pursuit of CITY business will be reimbursed by CITY.

6. HCRMA does hereby release, indemnify, and promise to defend and save harmless the CITY, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the CITY, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff's performance of service to the HCRMA pursuant to this Agreement.

IV. DEFAULT

A. HCRMA Default. The HCRMA is in default of this Agreement if it fails to timely reimburse the CITY for administrative services provided or prompt pre-payment of personnel services as described herein.

1. The decision to exercise rights granted by this subsection shall be made by

the Governing Board of the CITY.

2. If payment has not been received by the CITY forty five (45) days after the date the HCRMA received the invoice, the CITY shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within forty five (45) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

- a. The nature of the default,
- b. The date of the notice of breach,
- c. The failure of the HCRMA to cure timely, and
- d. The administrative services to the HCRMA are terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

3. Upon default by the HCRMA, the CITY has the right, but is not obligated, to terminate this Agreement and deny any further services to the HCRMA.

4. The HCRMA is not in default for non-payment of amounts in dispute. If a dispute over an invoiced amount is not resolved by the parties as described in Section III.B above, the parties agree to jointly select an independent mediator to resolve the payment in question. The parties agree to abide by the decision of the independent mediator. If the mediator determines a payment is due, such payment must be made within thirty (30) days of such decision.

B. CITY Default. The CITY is in default of this Agreement if it fails to perform the services requested by the HCRMA or meet the service standards agreed to by the parties.

1. The HCRMA shall give the CITY prompt notice of any deficiency in service. If the CITY fails to cure the deficiency within a reasonable time, the HCRMA may cancel its request and seek services from another provider.

2. The HCRMA shall not owe the CITY any reimbursement for services not provided.

3. If the CITY fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement.

V. TERM AND TERMINATION

A. This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.

B. This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party.

C. In the event of termination of this Agreement, the parties agree to utilize best efforts to reduce or eliminate the impact on the CITY employees dedicated to the HCRMA, including assisting with the transition of benefits.

VI. MISCELLANEOUS

A. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party to undertake or not to undertake any other service, or to provide any service, except as contemplated by this Agreement or in a separate written instrument executed by both parties. Nothing in this Agreement shall compromise the independent authority of the HCRMA.

B. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. **Force Majeure.** Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. **Entire Agreement.** This Agreement, merges the prior agreements, negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. **Applicable Laws.** This Agreement is subject to all laws of the State of Texas, the CITY Charter and Ordinances of the CITY, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating

to this Agreement shall be Hidalgo County, Texas. Any dispute between **CITY** and **HCRMA** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

F. Assignment. Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest. This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the CITY and HCRMA only.

H. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by their respective governing bodies. Exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA.

I. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Notice. Notices required under this Agreement may be delivered by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Notices should be addressed as follows:

CITY: City of Pharr
Pharr City Hall
118 South Cage
Pharr, TX 78577
Attn: City Manager

With a copy to:
City Attorney at the same location

HCRMA: Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

With a copy to:
Blakely Fernandez

Bracewell LLP
300 Convent St., Ste. 2700
San Antonio, TX 78205

K. Execution in Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

* * *

SCHEDULE A
updated as of September 26, 2023

Administrative Fees and Services Requested by the HCRMA and Approved by the City

\$180.00	Monthly/Internet/Phone Connection
\$20.00	Monthly/ Each Extension
\$5.00	Monthly/ Fax line
\$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
\$75.00	Monthly/ Conference Bridge Access
\$75.00	Monthly/ Video Conference System Access
\$150.00	Monthly /200 GB Network storage / \$75.00 each additional 100 GB of storage (backup included – weekly)
\$100.00	Monthly/ General IT Service Support/Server Management
\$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
\$400.00	Monthly/ Video Production & Archive of Meetings
\$300.00	Monthly/ Software Program Administrator for Microsoft Office, Adobe, etc.
TBD	Monthly/TMRS-2024 Transfer Updated Service Credit
Varies*	Monthly/Vehicle Rental

*Fee varies depending on vehicle type (passenger vehicle or light truck) and city's lease agreement terms with vendor.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: September 21, 2023

MEETING DATE: October 5, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on agreement with Pyro Show of Texas for the fireworks display for the Salute to Veterans on Saturday, November 4, 2023 in the amount of \$35,000.00. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: As part of the ceremonies honoring the Armed Forces Veterans in our City, a public fireworks display will be held on the evening of Saturday, November 4, 2023.

Staff is proposing to enter into an agreement with Pyro Shows of Texas to provide the fireworks display. The vendor has submitted an agreement for the display in the amount of \$35,000.00. Project Number 2324-01-515-S01-01

Fiscal Consideration: Funds have been budgeted for the Salute to Veterans Fireworks Display.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas to provide a fireworks display in the amount of \$35,000.00.

Alternatives: Dis-approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez

Mayra Gomez

Karla Saavedra

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/21/2023

Approved - 9/22/2023

Approved - 9/29/2023

Approved - 9/29/2023

Final Approval - 9/30/2023

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

This Agreement made on **September 18, 2023**, by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation**, whose address is **6601 Nine Mile Azle Road, Fort Worth, Texas 76135**, and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **23-TX-11-04-C-35000-000188** dated **September 18, 2023**. The Show will be given on **November 4, 2023**. Rain date/postponement date: **to be determined**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by Law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Pharr, City of shall pay PYRO SHOWS \$ 35,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 35,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 17,500.00) upon return of signed contract by **October 16, 2023**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- TAXES:** Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS OF TEXAS, INC.

Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____

DATE: _____

Chad Stanley, Vice President

CUSTOMER

BY: _____

DATE: _____

Signature

Printed Name

Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: September 27, 2023

MEETING DATE: October 5, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Kronos SaaS, Inc. from Branchburg, NJ for UKG Kronos Support time and attendance subscription services for the amount of \$45,741.70.

This item supports SE - Service Excellence.

Classification: Regular

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

Issue: The City has been using the Kronos time and attendance solution since 2013 and has been valuable in running our payroll for all personnel. Our current contract expires September 30, 2023.

Project# 2324-01-518-S04-01

Fiscal Consideration: \$45,741.70/yr

Staff Recommendation: Staff recommends approval of the Workforce platform with Kronos.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jose Pena

Veronica Ramirez

Hilda Pedraza

Ricardo Rodriguez

Karla Saavedra

City Management Office

Created/Initiated - 9/27/2023

Approved - 9/27/2023

Approved - 9/27/2023

Approved - 9/29/2023

Approved - 9/29/2023

Approved - 9/29/2023

Approved - 10/2/2023

Final Approval - 10/2/2023



Quote#: Q-173797
Expires: 30 Sep, 2023

RENEWAL ORDER FORM

Order Type: Renewal
Date: 19 Sep, 2023

Bill To: CITY OF PHARR
118 S CAGE STREET
PHARR, TX 78577 USA

Ship To: CITY OF PHARR
118 S CAGE STREET
PHARR, TX 78577 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Monthly
Billing Type: Arrears

Currency: USD
Solution ID: 6113108

Contract Summary

Contract Period Start Date: 10/1/2023 12:00:00 AM

Contract Period End Date: 9/30/2024 12:00:00 AM

Total Price: USD 45,741.70

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 45,696.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
UKG READY TIME	12	680	USD 3,267.26	USD 39,207.17
UKG READY INTEGRATION HUB	12	1	USD 0.00	USD 0.00
UKG READY ACCRUALS MANAGER	12	680	USD 544.54	USD 6,534.53
Total Price				USD 45,741.70

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF PHARR		Kronos SaaShr, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.			





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: September 27, 2023

MEETING DATE: October 5, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract for road/traffic and promotional commercial route signs in Reynosa with XOANA Entertainment Company, Inc. for the amount of \$33,000.00
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: On September 26, 2023, the Bridge Board approved the proposal from XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa. The contract term will be for 3 years at \$2,750/per month. Project# 2324-70-510-S05-01

Fiscal Consideration: \$33,000.00/yr

Staff Recommendation: Authorization to enter into service contract with XOANA Entertainment Company for road/traffic and promotional commercial route signs in Reynosa that direct commercial traffic to the Pharr Bridge. The contract terms will be for three years.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Ricardo Rodriguez

Karla Saavedra

Mayra Gomez

City Management Office

Created/Initiated - 9/27/2023

Approved - 9/27/2023

Approved - 9/28/2023

Approved - 9/29/2023

Approved - 10/2/2023

Final Approval - 10/2/2023



RENEWAL PROPOSAL 2023

PREPARED FOR: PHARR INTERNATIONAL BRIDGE

RENEWAL PROPOSAL 2023

Client / Service Description / Objective / Prepared By

CLIENT PHARR INTERNATIONAL BRIDGE.

**SERVICE
DESCRIPTION**

With the strategic distribution of signaling announcements, the pharr international bridge has a permanent image that highlights before the competition; in addition to capture and maintain the interest of commercial trucks.

OBJECTIVE

Serve of conduct to guide the mexican market, promote the international bridge of the city of pharr, mainly to keep attracting visitors and inspiring the trust of more commercial trucks.

PREPARED BY

MYRIAM CANTU
Project Manager
myriam_marlene@xoanacompany.com



SPECIAL ESTIMATE

**SIGNS IN DIFFERENT PLACES TO GUIDE THE CONDUCTORS TO THE DIFFERENT ACCESS
TO THE PHARR INTERNATIONAL BRIDGE.**

 **3 SIGNS**

Measurements 9.84 x 15.0 ft (3.0 x 4.60 m)

 **1 SIGN**

Measurements 5.41 x 10.0 ft (1.65 x 3.05 m)

 **7 SIGNS**

Measurements 2.46 x 6.23 ft (75 x 190 cm)

 **9 SIGNS**

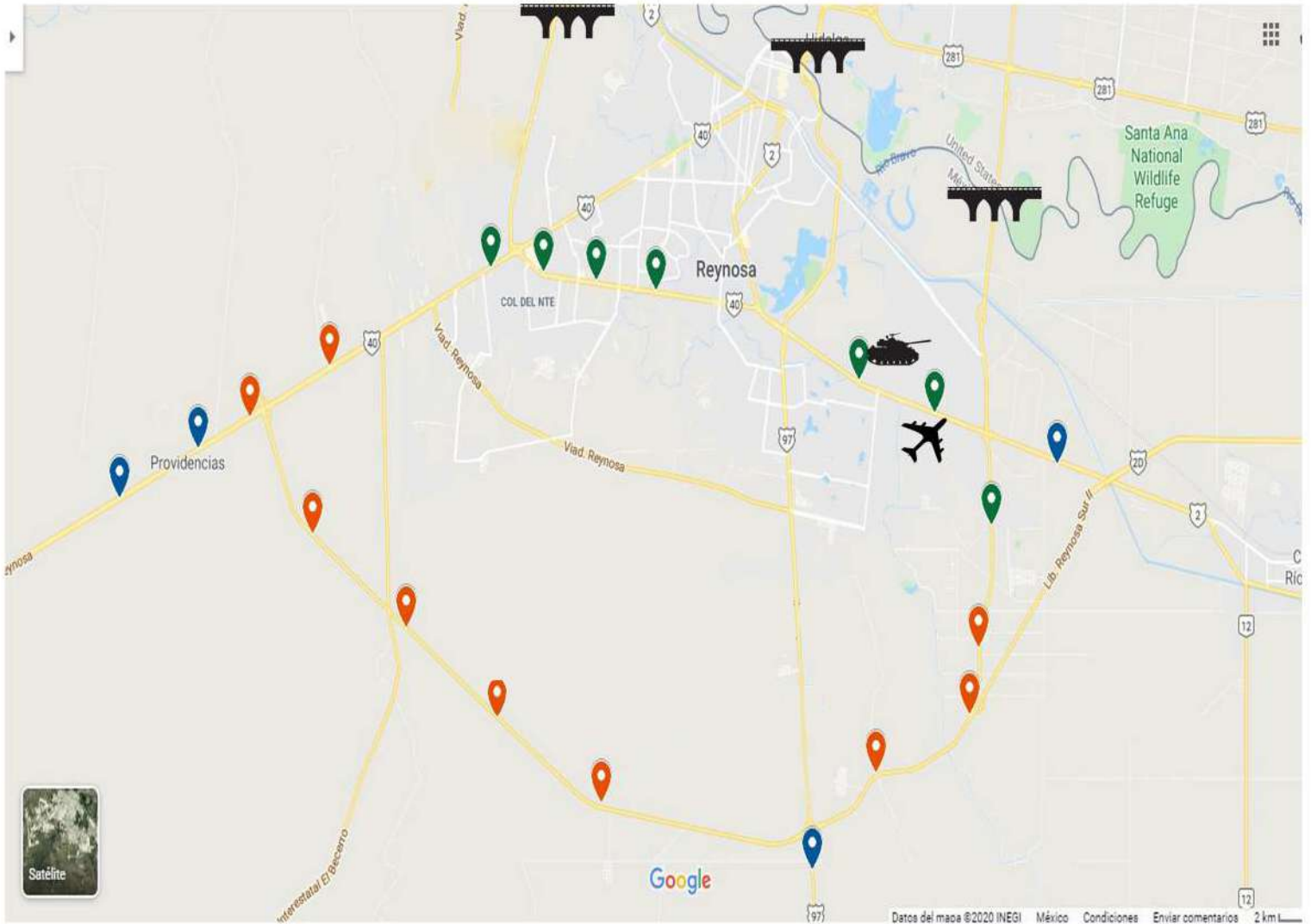
Measurements 1.83 x 7.84 ft (56 x 239 cm)

TOTAL - 20 SIGNS

PACK OF 3 YEARS - COST \$ 2,750.00 DLLS /MONTH



LOCATION MAP



3805 Plantation Grove Blvd. ste D #18
Mission Tx. 78572



SIGN - 9.84 ft x 15.0 ft → 3



SIGN - 5.41 ft x 10.0 ft ➡ 1



SIGN - 1.83 ft x 7.84 ft ➡ 9



SIGN - 2.46 ft x 6.23 ft → 7



PROPERTY AND DISPLAY LEASING AGREEMENT

This agreement is entered into between **CITY OF PHARR, TEXAS** ("City"), and **XOANA ENTERTAINMENT COMPANY, INC.** ("OWNER") cumulatively known as "Parties."

The parties agree that Owner shall provide its corporate formation filings, deed records, and financial records pertaining to the terms of this agreement and property and equipment ownership, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement. In consideration of the mutual covenants and agreements, and other good and valuable consideration, Owner leases to City the following:

ARTICLE 1.

TERM

§ 1.01. The term of usage is for a three (3) year term, beginning on the 1st day of October, 2023 and expiring on the 30th day of September 2026.

§ 1.02. The Parties may extend the term of this agreement beyond the expiration date.

ARTICLE 2.

CONSIDERATION

§ 2.01 City and Owner have agreed that City will pay Owner Ninety-nine thousand dollars (\$99,000) for use of property and display of promotional materials at a rate of \$2,750.00 monthly for continued and uninterrupted use of the property and displays.

§ 2.02 The first month payment shall be due and payable upon the execution of the agreement. The remaining payments shall be made no later than the 5th day of each month.

ARTICLE 3.

USE

§ 3.01 Owner shall provide City with the installation and display of panoramic advertising, signaling, television productions, and advertising space in various forms of media. Owner shall also display and market the City on 21 bulletin boards, 7 ads with surface 6.23 ft. x 2.46 ft., 3 ads with surface 15 ft. x 9.84 ft., 10 ads with surface 7.84 ft. x 1.83 ft., 1 ads with surface 5.41 ft. x 10 ft. within Reynosa Tamaulipas, Mexico.

§ 3.02 Owner shall maintain the uninterrupted view of City's marketing, signaling, and advertising space at all times. Owner shall be responsible for transmission of the signaling at all times.

§ 3.03 The agreement with Owner shall be used to further the City's marketing and promotion of the transportation traveling to and from Pharr and Mexico.

§ 3.04 Should applicable laws or regulations require the relocation or removal of the advertising, signaling and advertising space, Owner shall allow City and its representatives to assist and determine the location and placement of the advertising, signaling and advertising space. Should removal of the advertising, signaling and advertising space be required by applicable laws or regulations, City shall be fully refunded all consideration that may have been pre-paid.

§ 3.05 Owner further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third party including but not limited to any other domestic or foreign municipality unless authorized by City.

ARTICLE 4. MISCELLANEOUS

Notices and Addresses

All notices required under this lease may be given by Certified Return Receipt Mail, addressed to the property party, at the following addresses, or alternatively by-email:

City: CITY OF PHARR, 118 S. Cage, Pharr, Texas 78577

Owner: XOANA ENTERTAINMENT COMPANY, INC.,
3805 Plantation Grove Blvd. Ste D #18 Mission, Texas 78572

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address number to the other party in accordance with the provisions of this section.

Parties Bound

This agreement binds, and inures to the benefit of, the parties to this usage agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

Texas Law to Apply

This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Hidalgo County, Texas.

Legal Construction

If anyone or more of the provisions in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not prelude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Force Majeure

Neither City nor Owner are required to perform any term or covenant in this agreement as long as performance is delayed or prevented by force majeure,

which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within their control and that City and Owner, by exercising due diligence and by paying money, cannot prevent or overcome, in whole or part.

Time of Essence

Time is of the essence of this agreement.

The undersigned Landlord and Tenant execute this agreement

On this the ____ day of _____, 20 ____ .

City: **City of Pharr, Texas**

By: _____
City of Pharr, Texas

OWNER: **XOANA ENTERTAINMENT COMPANY, INC.**

By: _____
Myriam Marlene Cantú