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

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

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

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

A) Public hearing on development services cases

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

A) City Engineer's Report.

B) City Events of Interest

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

A) Approval of Minutes for November 20, 2023 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Submission of Certified Tax Roll Totals 2023 as of October 1, 2023. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

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 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, a 1.71 acre tract of land, more or less located on the Right-of-Way of South Veterans Road and Doffing Road, and 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. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution amending Resolution R-2023-63 for Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units), Control Section Job (CSJ) Number 0921-02-424. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Recreation Center and the Development and Research Center as polling locations for the 2024 Election Cycle. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

F) Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 10, 2023 from 1:00 pm to 3:00 pm. **This item supports QL - Quality of Life.** (ADMINISTRATION)

G) Consideration and action, if any, on request from American Legion Post 101 for the usage of the large hall at the Jose "Pepe" Salinas Recreation Center for multiple dates during the calendar year 2024 and waive rental fees. **This item supports QL - Quality of Life.** (PARKS)

H) Consideration and action, if any, on renewal of Pharr Economic Development Corporation (PEDC) II line of credit with Lone Star National Bank. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PEDC II)

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

1. New Beginning Church – Un Nuevo Principio, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). The property is legally described as being Lots 1, 2, and 3, Block 20, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 7505 South Steve Lane. CUP#231001 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

J) PLATS:

1. Melden & Hunt, Inc., representing Jaime Lopez, Manager for The Trails on Jackson LLC. A Texas Limited Liability Company, is requesting final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision. The property is legally described as being 8.176 acres, being all of Lots 1 thru 28 and all of Brothers Mora Drive, Right-of-way within, Brothers Commerce Center Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4900 Block of North Jackson Road. SUB#230305 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

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

B) Consideration and action, if any, on Resolution executing a Multiple Use Agreement (MUA) with the Hidalgo County Regional Mobility Authority (HCRMA) for use of Parcel 2 of the I Road Project. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Resolution appointing/reappointing four (4) regular members to the Planning and Zoning Commission. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members of the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order No. 1 in the amount of $30,800.00 for the Cage Blvd. and Hi Line Road 16" Waterline Improvements Project. **This item supports IF - Infrastructure**. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with DebtBook from Charlotte, NC to analyze City Debt Leases and Subscriptions through Purchasing Cooperative Buy Board Contract No. 692-23. **This item supports SE - Service Excellence**. (PURCHASING)

8. ADMINISTRATIVE:

A) Consideration and action, if any, appointing City Manager. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

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

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

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

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

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

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

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of December 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 1st day of December 2023.

CITY OF PHARR PHARR, TEXAS

IMELDA PEREZ, TRMC
ASST. CITY CLERK

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

_____ Title: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED: November 30, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza Created/Initiated - 11/30/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: December 1, 2023
MEETING DATE: December 4, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report.

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

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

ROUTING:

Ruben Alfaro	Created/Initiated - 12/1/2023
City Management Office	Final Approval - 12/1/2023

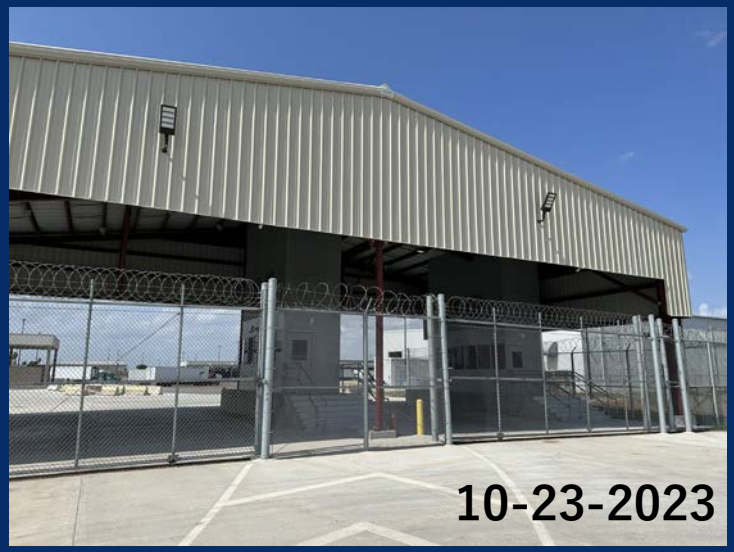
Report on Capital Improvement Project Activity Construction – December 2023

City Engineer – Ruben Alfaro, PE
Monday, December 4, 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: 1179 days (126%)
Original Contract Amount: $7,463,934.38
Change Orders: $701,210.26
Current Contract: $8,165,144.64
Placed to Date: $8,051,847.62 (99%)
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: ATS Estimated time of Delivery is March 18, 2024. DO-N4 Letter submitted no positive response received as of now.
Next Step: Once ATS is received, installation and startup of generator will follow to complete the project.



Bridge Northbound Lane Expansion and 2nd BSIF Exit

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: 543 days (234%)
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 finished installing the additional grate inlet and bleeder line to drain the Bingo Property.

Next Step: Contractor working on the concrete apron starting today, forming rebar and cleaning the site before placing MC30. TxDOT to perform the inspection on the driveway and concrete poured before end of next week.

N. Fir Ave. Paving Improvements

Pharr Engineering

CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: December 19, 2022 (new)
Contract Time: 316 days
Time to Date: 230 days (73%)
Contract Amount: $2,325,300.55
Change Orders: $1,677.44+$121,359.62
Current Contract: $2,448,337.61
Placed to Date: $953,383.52 (39%)
Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area. Schools in city of Pharr include: Daniel Ramirez Elementary, Aida Escobar Elementary, Carnahan Elementary and Kelly-Pharr Elementary.
Status: • Contractor has completed all concrete sidewalk all along E. Kelly Ave. Last concrete pour for E. Kelly Ave. was 11/28/23.
Next Step: Contractor working on preparation of ROW along the east side of S. Athol St. Forming up to STA 2+00.

PSJA Tri-City Pedestrian Safety Improvements Phase I

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: 878 days (121%)
Contract Amount: $1,494,704.00
Change Orders: -$7,145.64
Current Contract: $1,487,558.36
Placed to Date: $1,358,958.36 (91%)
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.
Status: The lift station is in service and all items have been completed except for the generator.
Next Step: Perform final walkthrough for the project. The only item left pending after the final walk-thru would be the installation of the generator. Generator ship date is January 25, 2024.

Lift Station No. 30 Rehabilitation

Pharr Engineering

CONSTRUCTION

WE ARE TEAM PHARR

DEPARTMENT MISSION STATEMENT

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

Pharr Engineering

END

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED:
MEETING DATE: December 4, 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: November 30, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Approval of Minutes for November 20, 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, November 20, 2023 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza — Created/Initiated - 11/30/2023
City Management Office — Final Approval - 12/1/2023

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, NOVEMBER 20, 2023
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 20, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto Carrillo

STAFF PRESENT: Jonathan, Interim City Manager
Hilda Pedraza, Interim ACM/City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Ashley Melendez, Asst. HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Public Works Director
Jamison Merrick, Asst. OSE Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Dir.
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Cris Cisneros, E.M.S.
Eloina Gonzalez, Pharr Chamber
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Dir.
Cynthia Gutierrez, Health Director
Victor Perez, PEDC Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:10 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING NOVEMBER 15, 2023 AS GEOGRAPHIC INFORMATION SYSTEM (GIS) DAY

Jonathan Flores, Interim City Manager, introduced the item.

Ruben Alfaro, City Engineer, introduced Miranda Garcia, GIS Technician, and Jose Chavez, GIS Manager. He stated the GIS Division maintains city maps to ensure maps have the most current and accurate information for land development to include zoning, utilities, and roadways.

Comm. Pacheco read proclamation proclaiming November 15, 2023 as Geographic Information System (GIS) Day and presented proclamation to GIS staff.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

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

DRAFT

Jonathan Flores, Interim City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 1.85% year to date true growth compared to last year 2022.

B) CITY EVENTS OF INTEREST

1. RECOGNITION OF PHARR LEADERSHIP DEVELOPMENT PROGRAM GRADUATES

Jonathan Flores, Interim City Manager, introduced the item and recognized city employees who graduated from the Pharr Leadership Development Program. He briefly stated the program was for employees who aspire to be leaders in the future and congratulated them for their commitment and dedication to the City of Pharr.

2. RECOGNITION OF EMS STAFF FOR CLINICAL EXCELLENCE COMMENDATION

Jonathan Flores, Interim City Manager, introduced the item and called upon EMS Staff.

Cris Cisneros introduced Oscar Lopez, EMT/Paramedic, and Mia Palacios, EMT, and recognized them with a Pink Stork Award and with a plaque for their heroic actions in safely delivering a 24-week baby girl while transporting them to the hospital.

3. PRESENTATION BY PHARR POLICE DEPARTMENT ON UNIFORM CRIME REPORTING (UCR) STATISTICS

Jonathan, Interim City Manager, introduced the item and called upon Juan Gonzalez, Police Chief.

Juan Gonzalez, Police Chief, went over the Uniform Crime Report and stated the crime rate in Pharr was down. He presented the statistics and stated the overall crime rate was 19.6% in 2020, 18.9% in 2021, and 17.9% in 2022. He stated the Pharr Police Department was dedicated to keeping the community safe.

4. PRESENTATION BY URBAN ECOLOGIST ON 2023 RGV COASTAL EXPO

Jonathan, Interim City Manager, introduced the item and called upon Hanna Marble, Urban Ecologist.

Hanna Marble, Urban Ecologist, announced the City of Pharr would be hosting the 2023 RGV Coastal Expo on December 7 and 8, 2023 at the Pharr Natatorium. She stated the event was a field trip opportunity for children in grades 1st through 6th from across the valley to explore and learn about coastal ecology and outdoor adventure. She stated the event was a partnership between Texas Parks and Wildlife and UTRGV students who were interested in environmental sciences, conservation, and wildlife

biology. Ms. Marble further stated the event was only for students who register and not open to the public at this time.

Jonathan Flores, Interim City Manager, called upon Yuri Gonzalez, Chief Communications Officer, to report on upcoming events.

Yuri Gonzalez, Chief Communications Officer, announced the Office of City Communications and IT Departments received winning awards at the National Association of Telecommunications Officers and Advisors (NATOA) Conference and at the Texas Association of Telecommunications Officers (TATOA) Conference.

Yuri Gonzalez, Chief Communications Officer, stated the Pharr Media team earned three Government Programming Awards and the Pharr IT Department earned the 2023 Community Broadband and Digital Equity Award for Community Broadband Project of the Year at the NATOA Conference. She further stated the Pharr Media Department was a finalist in 9 categories and won 4 Programming Awards at the TATOA Conference.

Yuri Gonzalez, Chief Communications Officer, and Jose Pena, IT Director, and their staff were recognized for their hard work and dedication.

At this time, Yuri Gonzalez, Chief Communications Officer reminded the public the City of Pharr Winter Wonderland would be held on Friday, December 1, 2023 in downtown Pharr to kick-off the holidays with the annual lighting of the Christmas tree.

ITEM 6. CONSENT AGENDA

A) MINUTES FOR NOVEMBER 6, 2023 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

B) 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 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, A 1.71 ACRE TRACT OF LAND, MORE OR LESS LOCATED ON THE RIGHT-OF-WAY OF SOUTH VETERANS ROAD AND DOFFING ROAD, AND 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. (2ND READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

DRAFT

C) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION NO. R-2023-71 ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CLOSURE OF U.S. 281 (CAGE BLVD.) FROM OLD BUSINESS 83 TO KELLY AVE. FOR THE PHARR WINTER WONDERLAND FROM THURSDAY, NOVEMBER 30, 2023, AT 7:00 A.M. UNTIL SATURDAY, DECEMBER 2, 2023, AT 10:00 A.M. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

D) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN PHARR POLICE DEPARTMENT AND TROPICAL TEXAS BEHAVIORAL HEALTH FOR THE MUTUAL COMMITMENT TO COORDINATE EFFORTS TO SERVICE OUR COMMUNITY. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR PUBLIC RELATION CONSULTING SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)

F) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR STREET CLOSURE OF KELLY AVENUE, FROM GUMWOOD TO FIR STREET FOR THEIR 4TH ANNUAL PSJA ISD FAMILY POSADA EVENT ON THURSDAY, DECEMBER 21, 2023 FROM 9:00 A.M. TO 10:00 P.M. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

G) CONSIDERATION AND ACTION, IF ANY, ON RELEASE OF RETAINAGE IN THE AMOUNT OF $2,405.00, AND ACCEPTANCE OF THE DOWNTOWN PARK STATUE AS COMPLETE. (PROJECT #2223-40-510-C06-781) THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

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

1. PABLO SOTO JR., REPRESENTING PABLO QUINTANILLA SALINAS & CLARIBEL SALINAS, OWNERS, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO RESIDENTIAL MOBILE HOME DISTRICT (R-MH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.45 ACRES, MORE OR LESS, OUT OF LOT 144, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2400 NORTH VETERANS BOULEVARD. COZ#230925 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

2. ANDRES JORGE ZUNIGA REPRESENTING ZUKO FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO HEAVY INDUSTRIAL DISTRICT (HI). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 14.88-ACRE TRACT OF LAND BEING A PORTION OF LOT 5, CLOSNER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1700 WEST HI-

LINE ROAD. COZ#231028 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

3. 7-ELEVEN INC. DBA 7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES, HAS FILED WITH THE PLANNING AND ZONING COMMISSION A REQUEST FOR A 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 LOT ONE (1) P&T SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2710 NORTH CAGE BOULEVARD, SUITE 1. CUP#231031 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

4. VILLA DEL MAR RESTAURANT, HAS FILED WITH THE PLANNING AND ZONING COMMISSION REQUESTED A 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 0.108 ACRES, MORE OR LESS, OUT OF LOT 3, RIVERAINE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6502 SOUTH CAGE BOULEVARD, SUITE 1. CUP#231029 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

5. TEXAS NIGHTLIFE, LLC., DBA GALLINAS LOCAS BAR AND GRILL, HAS FILED WITH THE PLANNING AND ZONING COMMISSION A REQUEST FOR A 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 187, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 6905 SOUTH JACKSON ROAD. CUP#231030 THIS ITEM SUPPORTS EV - ECONOMIC VITALIT (DEVELOPMENT SERVICES)

6. MICHAEL WRIGHT, CFO., DBA PARRY'S PIZZA, HAS FILED WITH THE PLANNING AND ZONING COMMISSION A REQUEST FOR A 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 1B OF THE 2ND REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 550 NORTH JACKSON ROAD. CUP#231032 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

7. RED ROBIN RESTAURANT IS REQUESTING 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 LOT 2, PARADISE COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 409 SOUTH JACKSON ROAD. CUP#030747 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

8. STEFANO'S PIZZA EXPRESS IS REQUESTING 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 0.06 ACRES, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-3. CUP#190961 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

DRAFT

I) PLATS:

1. SOUTH TEXAS INFRASTRUCTURE GROUP, REPRESENTING, RHEA MORA, PRESIDENT FOR BROWNSTONE CONSULTANTS, LLC., IS REQUESTING FINAL PLAT APPROVAL OF THE PROPOSED BSTONE PARK SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.52 ACRES OUT OF LOT 168, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1500 BLOCK OF NORTH SUGAR ROAD. SUB#211247 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

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

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

Ordinance Nos. O-2023-54, O-2023-55, and Resolution R-2023-71 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION:

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING CITY CLERK AND ASSISTANT CITY CLERK. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Mayor Hernandez introduced the item. Jonathan Flores, Interim City Manager, recommended Hilda Pedraza as City Clerk, and Imelda Perez as Assistant City Clerk.

Comm. Flores **moved** to appoint Hilda Pedraza as City Clerk, and Imelda Perez as Assistant City Clerk. Comm. Pacheco seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-72 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR VOLUNTARY MAINTENANCE OF A SECTION 130 PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

Mayor Hernandez introduced the item.

Comm. Chavez **moved** to approve. Comm. Caballero seconded the motion.

DRAFT

Comm. Medina voiced his concern with other crossings that were in bad shape and requested staff to consider these first. Mayor Hernandez briefly stated the crossings would be considered later.

There being no further discussion, the motion was put to a vote, and it carried unanimously.

Resolution No. R-2023-73 is filed with the City Clerk's Office.

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:50 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:07 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION:

ITEM 8. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 5 IN THE AMOUNT OF $150,270.25 TO THE CONSTRUCTION CONTRACT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR THE DONATIONS ACCEPTANCE PROGRAM (DAP) FISCAL YEAR 2015 PROJECTS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

Mayor Hernandez introduced the item.

Comm. Pacheco **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO RIGHT OF ENTRY FOR SURVEY AND SITE

ASSESSMENT ON TRACT NO'S: RGV-WSL-2025 AND RGV-WSL-2026 BETWEEN CITY OF PHARR AND UNITED STATES OF AMERICA FOR BORDER INFRASTRUCTURE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ADMINISTRATION)

Mayor Hernandez introduced the item.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:08 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 20th DAY OF NOVEMBER 2023 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: November 29, 2023
MEETING DATE: December 4, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Certified Tax Roll Totals 2023 as of October 1, 2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Hidalgo County issued an official letter certified by Hidalgo County Tax Assesor Collector for Certified Tax Roll.

The County of Hidalgo requests this to replaced on City Commission agenda for approval.

Refer to attached report.

Fiscal Consideration: n/a

Staff Recommendation: This for presentation only.

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 11/29/2023
Karla Saavedra	Approved - 11/29/2023
Ricardo Rodriguez	Approved - 11/30/2023
City Management Office	Final Approval - 11/30/2023

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.

October 31, 2023

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Jonathan B. Flores, Interim City Manager
City of Pharr
118 S. Cage Blvd.
Pharr, TX. 78577

RECEIVED
AT 3:40 O'CLOCK AM/PM
NOV 27 2023
CITY MANAGER'S OFFICE
GRACIE CASAS

Dear Mr. Flores,

Enclosed please find the 2023 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Linda Fong, CPFO
Hidalgo County Auditor

Request Seq: 4384246
tax_roll_totals.rdf v1.5

10/19/2023 14:38:40

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2023

TAX ASSESSMENT ROLLS OF CITY OF PHARR FOR THE YEAR 2023 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	25,685	5,440,030,361	4,109,058,115	1,217,591.62	30,324,203.40
PERSONAL PROPERTY	2,400	599,521,282	529,772,273	.00	4,126,064.72
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	28,085	6,039,551,643	4,638,830,388	1,217,591.62	34,450,268.12

RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 00.767600

PABLO (PAUL) VILLARREAL JR., PCC
TAX ASSESSOR - COLLECTOR HIDALGO COUNTY
BY :

CITY OF PHARR

ENTITY

The Following information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2023 Tax Rate (per $100 valuation):

(A)	Maintenance and Operation (M and O)	$	0.5615
(B)	Debt Service (I and S)	$	0.2061

Total TAX RATE (A + B) FOR	2023	$	0.7676
Total TAX LEVY FOR	2023	$	34,450,268.12
No-New-Revenue Rate	2023	$	0.6390
Voter-Approval Rate	2023	$	0.7838
De Minimis Rate	2023	$	0.7657
Average Residential Value	2023	$	126,855

10/16/2023

DATE

Pablo (Paul) Villarreal Jr.

SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT
Attn: Lydia Elizondo, Finance/Personnel Director
PO BOX 208
EDINBURG, TX 78540-0208
FAX: (956) 289-2120

Jurisdiction: 33 CITY OF PHARR

Total Parcels:	28,085	Tax Rate:	0.7676000		
Market Value:	6,039,551,643	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	10,000
		Disabled:	0	Opt Disabled:	0

AG Exclusion Count:	191	AG Exclusion Amt:	150,781,848
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	9,994	HS Capped Amt:	280,809,302
Assessed Value:	5,607,960,493		

Exempt Count/Amt:	29	10,350,790	Surviving Spouse First Responder Count/Amt:	1	152,158
Hb366 Count/Amt:	343	249,815	Freeport Count/Amt:	30	68,074,327
Prorated-Exxv Count/Amt:	614	807,361,735	Solar Exemption Count/Amt:	3	92,179
100% Exempt Vet Count/Amt:	202	35,018,425	Pollution Control Count/Amt:	1	213,199
Immed Residential Homestead Count/Amt:	38	0	Pro Misc Exempts Count/Amt:	2	578,809

State Homestead Count:	11,050	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	4,257	Local Over 65 Amt:	41,307,626
Surviving Spouse Count:	256	Surviving Spouse Amt:	2,430,000
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	360	Local Disabled Amt:	0
Total VET Count:	298	Total VET Amt:	3,301,042
*VET Surviving Spouse Count:	26	*VET Surviving Spouse Amt:	287,000

*included in the Total VET Count/Amt

Partial Exempt Values:	47,038,668		
Taxable Value:	4,638,830,388		
Total Levy Amt:	34,450,268.12		
2525D Count:	1	2525D Amt:	58.79
Late AG Penalty Count:	2	Late AG Penalty Amt:	605.44
Late Rendition Penalty Count:	1,028	Late Rendition Penalty Amt:	59,532.54
Frozen Account Count:	4,683		
Frozen Homesite Value:	444,905,251		
Frozen Taxable Value:	381,850,795		
Unfrozen Levy Amt:	2,931,086.86		
Frozen Levy Amt:	1,713,495.24		
Frozen Levy Loss Amt:	1,217,591.62		
Total Non-Exempt Parcel Count:	28,056		

ENTITY	CITY OF PHARR (CPR)	2023
JURISDICTION	33	

EXEMPT VALUE (EXXV)	
AG EXCLUSION	150,540,408
HS CAPPED AMOUNT	173,727,422
ABATED AMOUNT	
FREEPORT VALUE	78,484,358
HB366 VALUE	274,046
POLLUTION VALUE	213,199
HISTORICAL VALUE	
CHDO EXEMPTION	
PRO SCHOOLS	
100% EXEMPT VET	27,729,468
OVER 65 HOMESTEAD EXEMPTION	41,828,380
OVER 65 HOMESTEAD SURVIVING SPOUSE	2,340,000
VETERAN EXEMPTIONS	3,323,094
EXEMPT	6,636,327
PRORATED EXXV	732,666,735
PRO MISC EXEMPTS	548,774
SOLAR	92,179
PRORATED	
TOTAL EXEMPT PROPERTY	**1,218,404,390**

TOTAL PARCELS		28,603
TOTAL MARKET VALUE		5,321,973,002
TOTAL EXEMPT PROPERTY	-	1,218,404,390
TAXABLE VALUE	=	4,103,568,612
TAX RATE PER $100	*	0.7176
LEVY (Before Frozen Levy Loss)	=	29,447,208.36
LEVY LOSS DUE TO FREEZE	-	822,606.19
2525D	+	0.00
LATE RENDITION	+	102,901.33
LEVY	=	28,727,503.50
TOTAL LEVY (From TC502)	=	28,727,504.84
VARIANCE	+/-	-1.34

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: November 21, 2023
MEETING DATE: December 4, 2023

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 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 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, a 1.71 acre tract of land, more or less located on the Right-of-Way of South Veterans Road and Doffing Road, and 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. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.**

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

Issue: This is the third and final reading of the 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 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, a 1.71 acre tract of land, more or less located on the Right-of-Way of South Veterans Road and Doffing Road, and 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.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Imelda Perez	Created/Initiated - 11/21/2023
Kimberly Mendoza	Approved - 11/27/2023
Ricardo Rodriguez	Approved - 11/27/2023
City Management Office	Final Approval - 11/28/2023

O-2023-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 243.37 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ON SOUTH VETERANS BOULEVARD AND DOFFING ROAD, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 243.37 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,439 acres (24.12 square miles) as of September 18, 2023; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, November 6, 2023 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 243.37 acres for a total of approximately 15,682 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of November, 2023.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

ATTEST:

MAYOR

_____

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

ATTEST:

MAYOR

_____

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD 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

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on South Veterans Road. The property is approximately **243.37 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Texas Department of Transportation

1. TRACT 1: 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
2. TRACT: A 1.71 ACRE TRACT OF LAND, 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.
3. 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

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.

City of Pharr

Annexation Petition

Pharr City Limit

Pharr ETJ

0.104 ac

1.71 ac

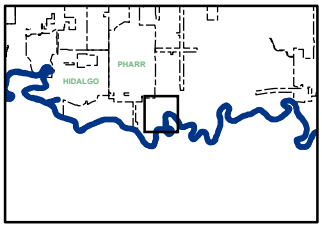
241.56 ac

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/13/2023

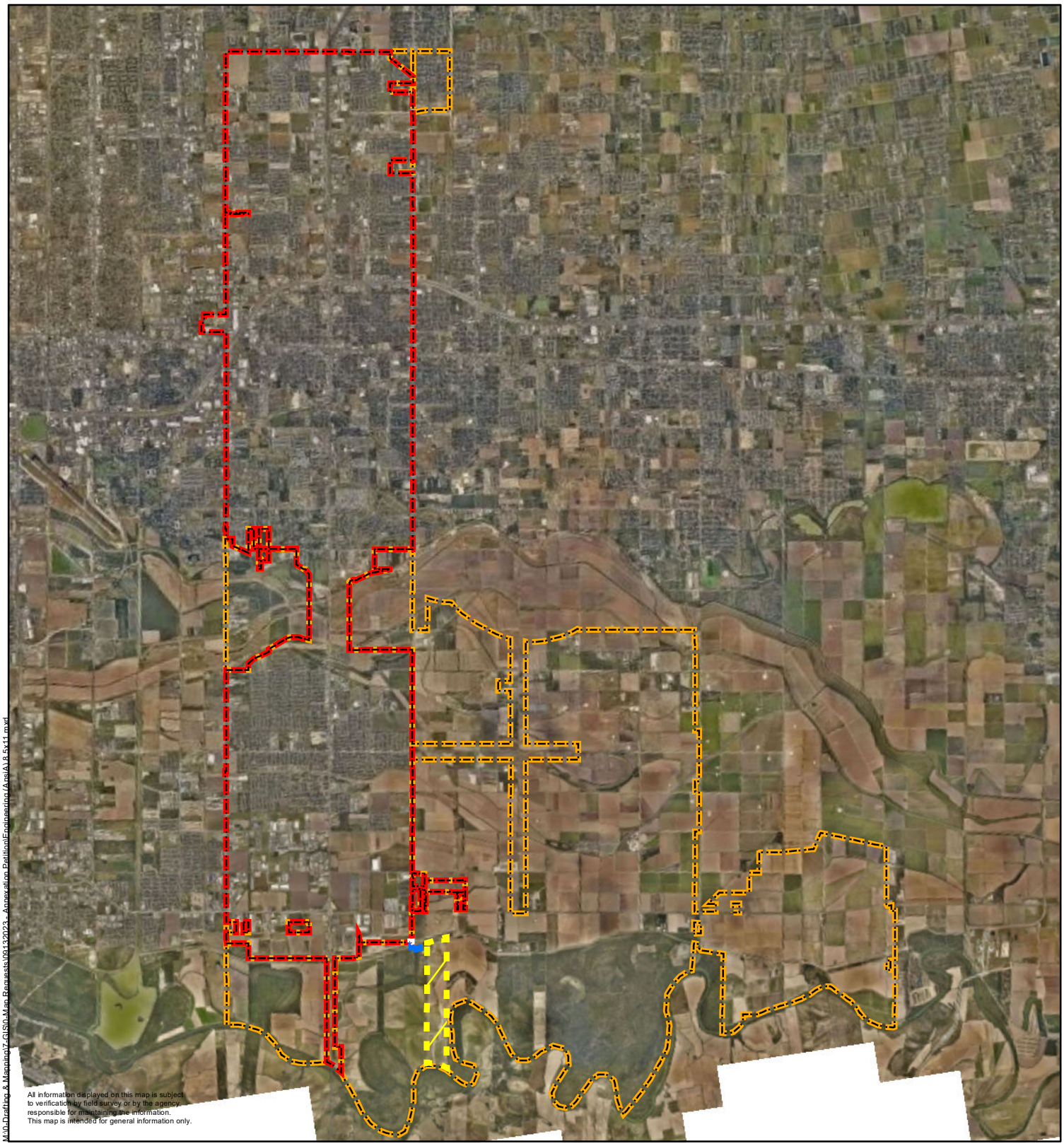
Scale: 1 inch = 1,124 feet

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



City of Pharr

Annexation Petition



M:\0-Drafting & Mapping\7-GIS\0-Map Requests\09132023 - Annexation Petition\Engineering (Ansi)\8.5x11.mxd

Pharr City Limit

Pharr ETJ

0.104 ac

1.71 ac

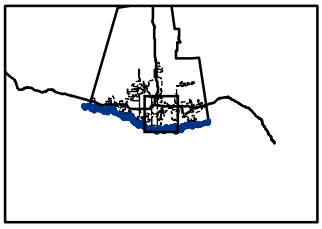
241.56 ac

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 9/18/2023

Scale: 1 inch = 8,864 feet

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



The properties are legally described as follows:

- *TRACT: 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*

- *TRACT: A 1.71 ACRE TRACT OF LAND, 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*

- *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*

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 #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.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, Jr. – R.P.L.S. No. 4541

Date: 9/07/2023

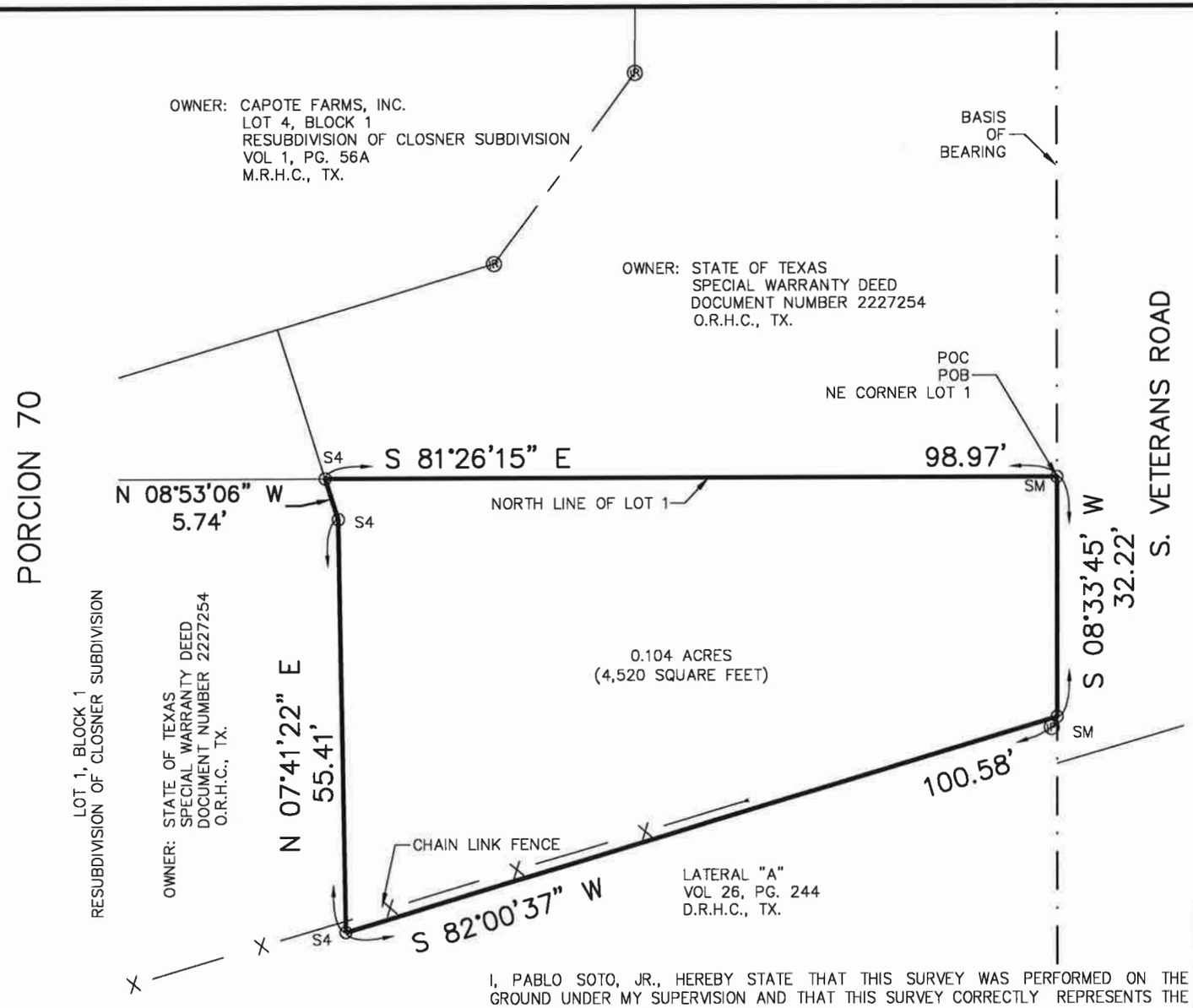
F4– FOUND No. 4 REBAR

S4– SET No. 4 REBAR WITH YELLOW CAP STAMPED RGEC

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.



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.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541

Date: 9/07/2023

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

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
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.	

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Professional Engineers & Land Surveyors
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(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 RGEC) 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;

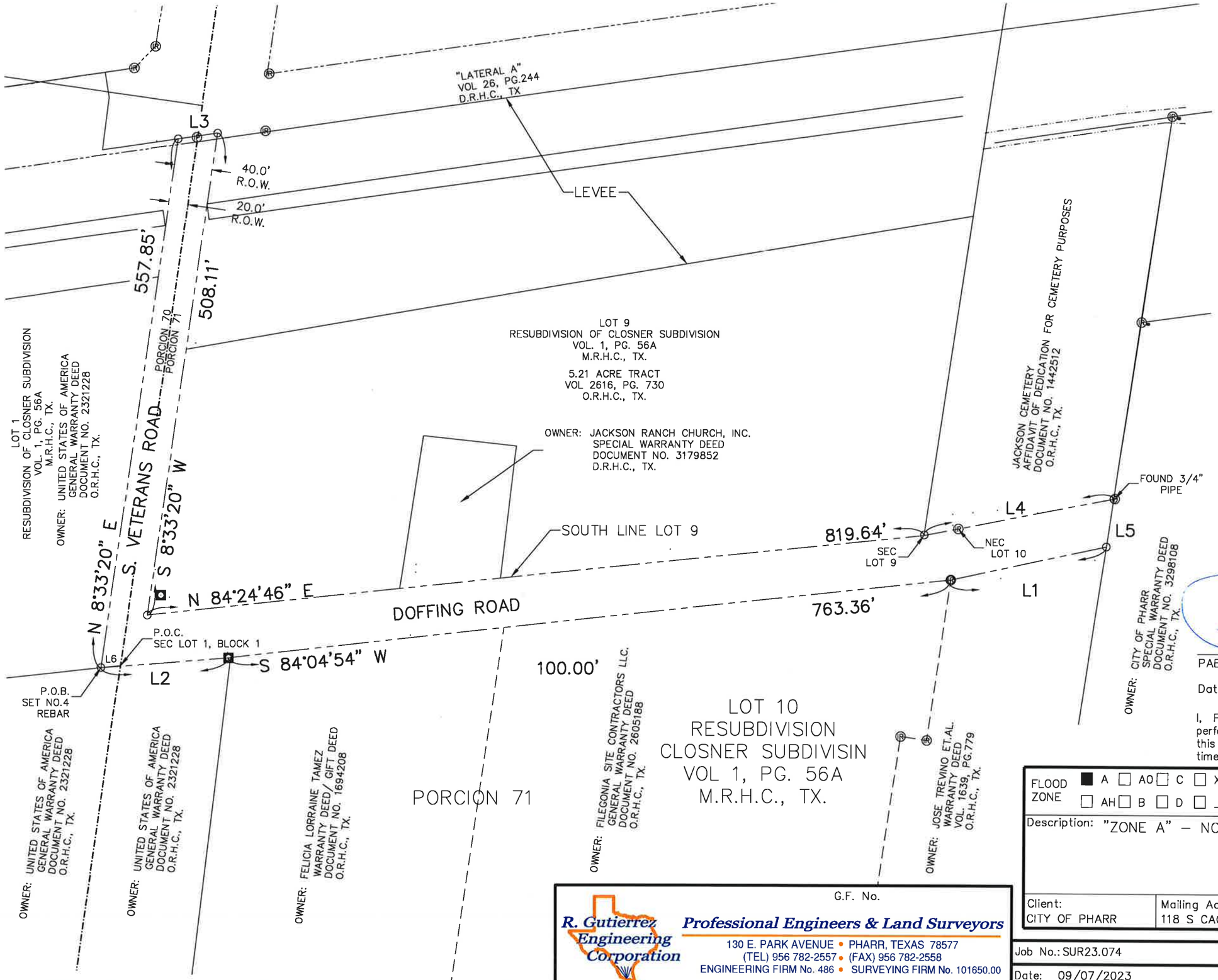
THENCE, South 85 degrees 49 minutes 47 seconds West, with the apparent South Right of Way line of said Doffing Road, a distance of 133.69 feet to the **POINT OF BEGINNING**, and containing 1.71 acres of land, more or less.

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.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

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 EFFECTIVE DATE: 01/02/1981

Description: "ZONE A" – NO BASE FLOOD ELEVATIONS DETERMINED.

Client:	Mailing Address:	City:	State:	Zip Code:
CITY OF PHARR	118 S CAGE BLVD.	PHARR	TX	78577

G.F. No.

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.

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SUR23.074
September 7, 2023

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 Stated 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.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, Jr. – R.P.L.S. No. 4541

Date: 9/08/2023

SCALE: 1" = 500'

LINE TABLE		
LINE	BEARING	DISTANCE
LI	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.

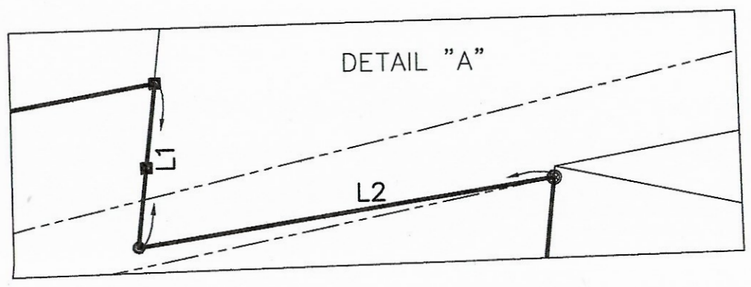
2 OWNER: EDUARDO TREVINO, ET. AL.,
WARRANTY DEED
VOLUME 1639, PAGE 779 D.R.H.C.,TX

3 OWNER: UNITED STATES OF AMERICA
FISH AND WILDLIFE 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.

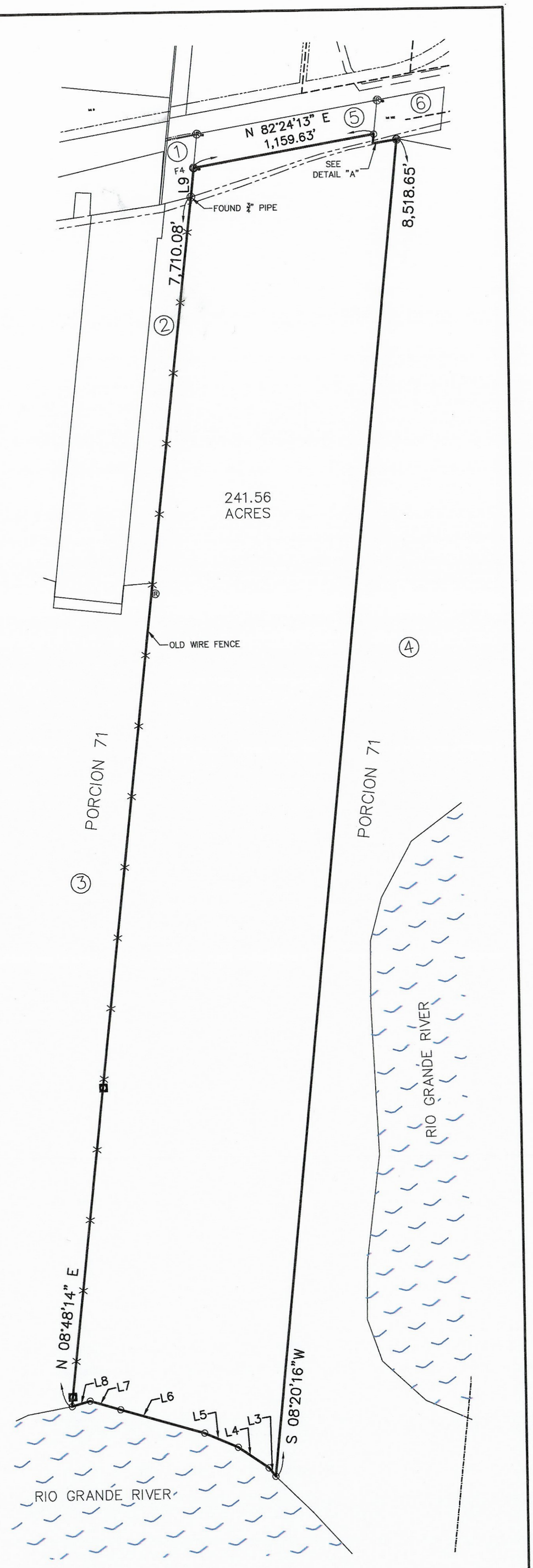
5 UNITED STATES OF AMERICA, AND ASSIGNS
DEPARTMENT OF HOMELAND SECURITY
WARRANTY DEED
DOCUMENT NO. 3115969 O.R.H.C., TX.

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

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

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.

R. Gutierrez Engineering Corporation
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(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution amending Resolution R-2023-63 for Amendment Number 1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Dock Expansion Phase I (Dry Units), Control Section Job (CSJ) Number 0921-02-424. **This item supports IF - Infrastructure.**

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

Issue: The original resolution executing Amendment #1 for the subject project was approved at the City Commission Regular Meeting on October 23, 2023, Item 7.B.

After the resolution was executed and submitted to TxDOT, TxDOT returned three revision requests. The attached copy of the resolution has been revised as per TxDOT's request.

There is no change to the actual Amendment #1 to the Advance Funding Agreement (AFA).

Fiscal Consideration: Initial Payment Due at AFA Approval: $51,000 (payment was delivered on July 13, 2020)
Payment Due Before Construction: $276,217 (an increase of $138,717 from the original AFA)
Total: $327,217
**Remaining balance is $276,217*

Staff Recommendation: Staff recommends approval of the Resolution executing Amendment #1 to the AFA with TxDOT for the Dock Expansion Phase I, CSJ #0921-02-424.

Alternatives: The amendment shifts funding to the project. There is no alternative unless the funding is rejected and returned to the Commercial Vehicle Parking Area.

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

ROUTING:
Maria Rangel Created/Initiated - 11/28/2023

Ruben Alfaro	Approved - 11/30/2023
Ricardo Rodriguez	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

RESOLUTION NO. R-2023-__

ADVANCE FUNDING AGREEMENT
AMENDMENT NUMBER 1
CARBON REDUCTION PROGRAM PROJECT OFF-SYSTEM
DOCK EXPANSION PHASE I (DRY UNITS) AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-424

WHEREAS, on April 20, 2020, the Board of Commissioners of the City of Pharr (City), Texas, approved Resolution No. R-2020-26 allowing the City to enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (State) for the construction of the Dock Expansion Phase I, CSJ: 0921-02-424, at the Pharr International Bridge; and

WHEREAS, due to inflation in construction costs, TxDOT approved a transfer of funds; and

WHEREAS, the total transfer is $4,000,000 in Carbon Reduction Program (CRP) funds to the Dock Expansion Phase I, CSJ: 0921-02-424; and

WHEREAS, The City's revised total estimated cost to the State will be **$327,217** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)*.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement – Amendment #1 for the Dock Expansion Phase I (CSJ: 0921-02-424) with the State.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of December 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Recreation Center and the Development and Research Center as polling locations for the 2024 Election Cycle. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The Hidalgo County Elections Department is requesting the use of the following city facilities for all upcoming 2024 elections. Voting hours are usually 7:00 a.m- 7:00 p.m.

The **Development and Research Center** for Early Voting and/or Election Day.
The **Jose "Pepe" Salinas Recreation Center** for Early Voting and/or Election Day.

Election	Early Voting	Election Day
Primary Election	Feb. 20, 2024 – Mar. 1, 2024	Tuesday, March 5, 2024
Primary Runoff Election	Mar. 25, 2024 – Apr. 2, 2024	Saturday, April 6, 2024
May Local Entities Elections	Apr. 22, 2024 – Apr. 30, 2024	Saturday, May 4, 2024
May Local Entities Runoff Elections	June 3, 2024 – June 11, 2024	Saturday, June 15, 2024
General Election	Oct. 23, 2024 – Nov. 3, 2024	Tuesday, November 5, 2024
General Runoff (Local Entities ONLY)	Dec. 2, 2024 – Dec. 10, 2024	Saturday, December 14, 2024

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 11/28/2023
Ricardo Rodriguez	Approved - 11/28/2023
City Management Office	Final Approval - 11/28/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED: November 29, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 10, 2023 from 1:00 pm to 3:00 pm. **This item supports QL - Quality of Life.**

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

Issue: Mother Cabrini Church is hosting a Cabalgata (horse riding) a la Virgen de Guadalupe on Sunday, December 10, 2023, from 1:00 p.m. to 3:00 p.m. The starting location is 6409 S. Jackson Rd, in Pharr and the ending location is 8001 S. Cage Blvd., in Pharr (Parish grounds). The event is insured and will occupy only a portion of the street.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

Exclude Material from Public Packet? No
Reason: Not applicable

ROUTING:

Hilda Pedraza	Created/Initiated - 11/29/2023
Pilar Rodriguez	Approved - 11/29/2023
Juan Gonzalez	Approved - 11/30/2023
Ricardo Rodriguez	Approved - 11/30/2023
City Management Office	Final Approval - 12/1/2023

Google Maps Pharr, Texas 78577 to Pharr, Texas 78577

Walk 3.5 miles, 1 hr 9 min

Explore

Trips

Saved

Contribute

More

Use caution–walking directions may not always reflect real-world conditions

Pharr
Texas 78577

1. Head west on W Thomas Dr toward Interno St/S Invierno St — 0.3 mi
2. Turn right onto S Jackson Rd — 0.5 mi
3. Turn right onto Juan Balli Rd — 1.3 mi
4. Turn right onto S Cage Blvd — 1.4 mi
5. Turn left — 210 ft

Pharr
Texas 78577

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: Diciembre 10, 2023

Type of Event: ____ Parade ✓ Walk-A-Thon ____ Other _____

NAME OF CONTACT PERSON: Nydia E. Cavazos

ORGANIZATION (IF APPLICABLE): Mother Cabrini Parish.

ADDRESS: 8001 S. Cage Blvd. CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956-787-3554 CELLULAR PHONE: 956-460-6721

FAX NO.: 956-283-1354 E-MAIL: St-frances-Cabrini@cdob.org

PURPOSE AND DESCRIPTION OF EVENT:

Cabalgata a la Virgen De Guadalupe

START TIME: 1:00pm END TIME: 3:00pm

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

Starting Location: 6409 S. Jackson Rd. Pharr, TX. 78577

Ending Location: 8001 S. Cage Blvd. Pharr, TX. 78577

Will event occupy all or only a portion of the width of the street? Shoulder of the Steel.

Is the event insured? ____ Yes ____ No
If yes, Insurance Company Information_____ Contact #: _____

Applicant Signature: Nydia E. Cavazos

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____ APPROVED _____ DENIED _____

_____ _____
City Manager's signature Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.
DATE SUBMITTED: November 30, 2023
MEETING DATE: December 4, 2023

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request from American Legion Post 101 for the usage of the large hall at the Jose "Pepe" Salinas Recreation Center for multiple dates during the calendar year 2024 and waive rental fees. **This item supports QL - Quality of Life.**

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

Issue: The American Legion Post 101 has outgrown their space at 417 S. Cage Blvd. to host special events; therefore, they are requesting to use the large hall at the Jose "Pepe" Salinas Recreation Center, with rental fees to be waived.

Fiscal Consideration: The amount they wished to have waived for the facility usage for 2024 would be $18,000.
Pharr police department rates are not included.

Staff Recommendation: Staff recommends the City Commission to approve this item.

Alternatives: N/A

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

ROUTING:

Elva Guajardo	Created/Initiated - 11/30/2023
Sergio Alanis	Approved - 11/30/2023
Ricardo Rodriguez	Approved - 11/30/2023
City Management Office	Final Approval - 11/30/2023

AMERICAN LEGION

VERMUND G. HANSEN POST 101

P.O. BOX 101
417 S. Cage Blvd.
PHARR, TEXAS 78577
Tel. 787-7451

The American Legion Post 101 in Pharr TX is requesting the following dates for our Fundraiser Tejano Dances for 2024 at Pepe Salinas Civic Center .

January 20, 2024

February 24, 2024

March 30, 2024

April 13, 2024

May 11, 2024

June 15, 2024

July 20, 2024

August 17, 2024

September 21, 2024

October 19, 2024

November 16, 2024

December 14, 2024

December 21,2024

In Gratitude ,

Lucio Gaitan

Finance Officer Post 101

Mylegion101@gmail.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: PEDC II

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on renewal of Pharr Economic Development Corporation (PEDC) II line of credit with Lone Star National Bank. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: PEDC has a Line of Credit with LSNB that ets renewed every year. The bank requires the City Commission and the PEDC Board to approve.

Fiscal Consideration: Line of Credit is $5,000,000. The Balance outstanding as of today is : $1,179,150

Staff Recommendation: To approve.

Alternatives: n/a

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

ROUTING:

Karla Saavedra	Created/Initiated - 11/28/2023
Victor Perez	Approved - 12/1/2023
Ricardo Rodriguez	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

Lone Star National Bank

11/28/23

City of Pharr
118 S. Cage
Pharr, Texas 78577

Re: Renewal of existing Line of Credit for Pharr EDC II

This letter is being provided to you indicating Lone Star National Bank 's (the Bank) commitment to renew the above referenced line of credit with the following existing terms and conditions:

Borrower:	Pharr Economic Development Corporation II
Loan Amount:	$5,000,000 line of credit with a current balance of $1,179,150
Purpose:	To renew an existing line of credit for working capital ; used for private development to support investors.
Collateral:	Pharr Economic Development II sales tax pledge
Interest rate:	Floating at Wall Street Journal Prime currently at 8.50% with a floor rate of 6.50%
Repayment:	11 monthly payments of interest only, followed by one final payment principal and accrued interest due at maturity. At maturity loan will be reviewed for continued renewal of line of credit.
Maturity:	1/19/2024

If you should have any questions, please feel free to contact me at (956) 369-8103.

Respectfully submitted,
Lone Star National Bank

Sonia A. Falcon,
Senior Vice President

3424 Paesanos Parkway, Ste.102 ★ San Antonio, TX 78231
Phone: (210) 572-4550 ★ Fax: (210) 402-9618 ★ 1-800-580-0322
www.lonestarnationalbank.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.
DATE SUBMITTED: December 1, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:
Hilda Pedraza Created/Initiated - 12/1/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.1.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: New Beginning Church – Un Nuevo Principio, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). The property is legally described as being Lots 1, 2, and 3, Block 20, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 7505 South Steve Lane. CUP#231001 **This item supports EV - Economic Vitality.**

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

Issue: New Beginning Church – Un Nuevo Principio, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). If approved, this item must comply with the listed conditions.

Planning & Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of November 27, 2023, the Board voted unanimously to recommend approval of the request for a Life of the Use Conditional Use Permit to allow a church in a Single Family Residential District (R-1) subject to compliance with City Ordinances and City Department requirements. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/28/2023
Ricardo Rodriguez	Approved - 11/28/2023
City Management Office	Final Approval - 11/28/2023

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, DECEMBER 4, 2023**

TO: **MAYOR AND CITY COMMISSION**

FROM: **KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES**

THROUGH: **JONATHAN FLORES, INTERIM CITY MANAGER**

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH FILE NO. **CUP#231001** (NEW BEGINNING CHURCH - UN NUEVO PRINCIPIO)

GENERAL INFORMATION:

APPLICANT: New Beginning Church – Un Nuevo Principio, owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lots 1, 2, and 3, Block 20, Hidalgo Park Estates Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 7505 South Steve Lane.

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

COMMENTS:

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC:	Fifty-six (56) surrounding property owners were notified of the request by letter on November 9, 2023, and a legal notice was published in the Advance News Journal on November 8, 2023. Staff received one response for information only.
DEVELOPMENT SERVICES RECOMMENDATION:	Development Services recommended **approval** of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1). If approved, this item must comply with the following conditions:
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of November 27, 2023, the Board voted unanimously to recommend approval of the request for a Life-of-the-Use Conditional Use Permit to allow a church in a Single-Family Residential District (R-1) subject to site being in compliance with all City Ordinances and City Department requirements. There were six members present and voting.

1. This permit shall be for the Life-of-the Use and issued to the current owner only;

2. No living amenities shall be installed in unit;

3. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;

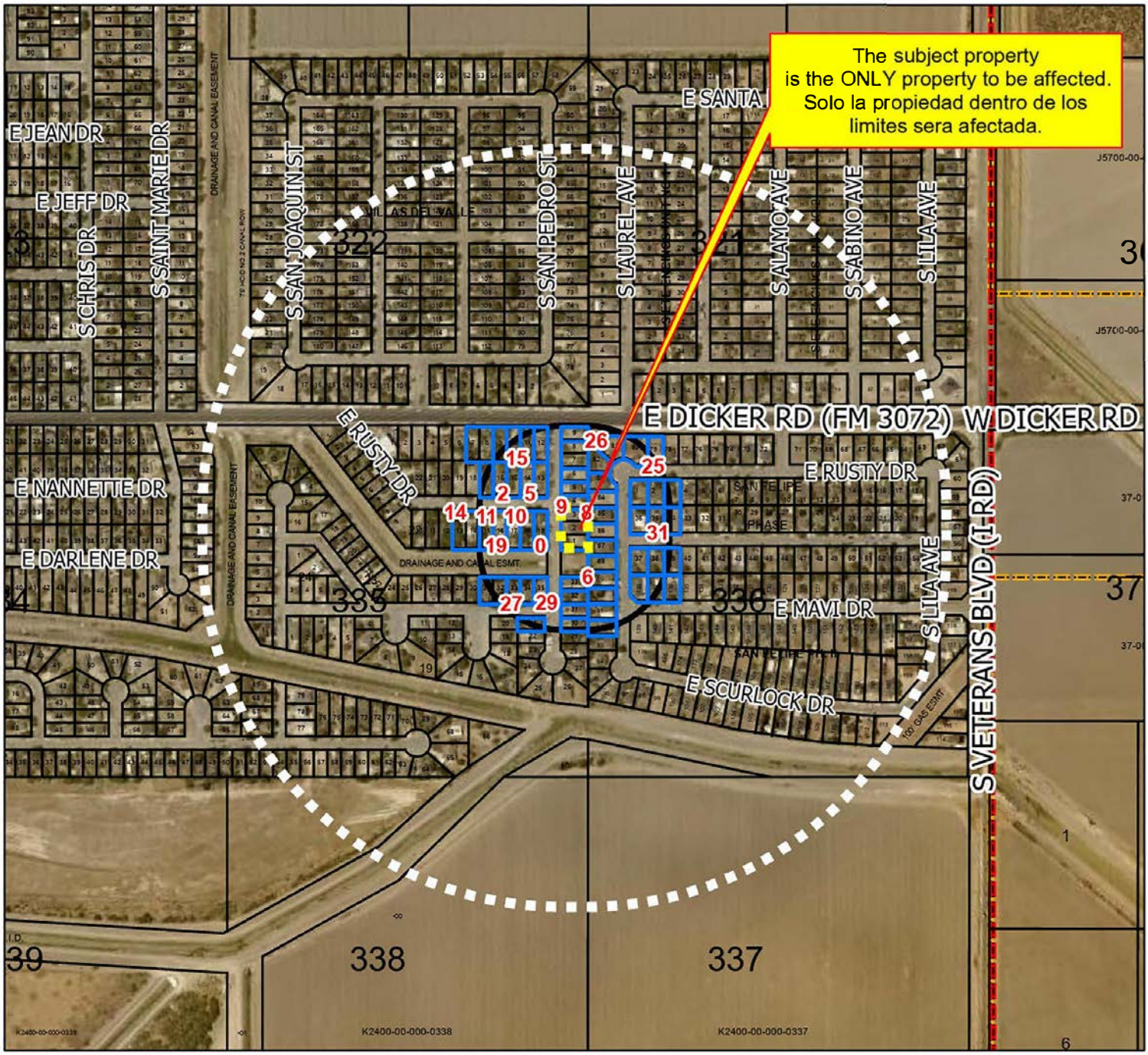
4. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;

5. The following shall be considered as grounds for the revocation of the Conditional Use Permit:

    - Any change in use or change in extent of use, area or location.
    - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
    - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

Conditional Use Permit
Hidalgo Park Estates Blk 20 Lots 1-3
Aerial

Pharr Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code

Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial

Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Notified Properties
300 ft. Notification Buffer
Subject Property
Quarter Mile Radius

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

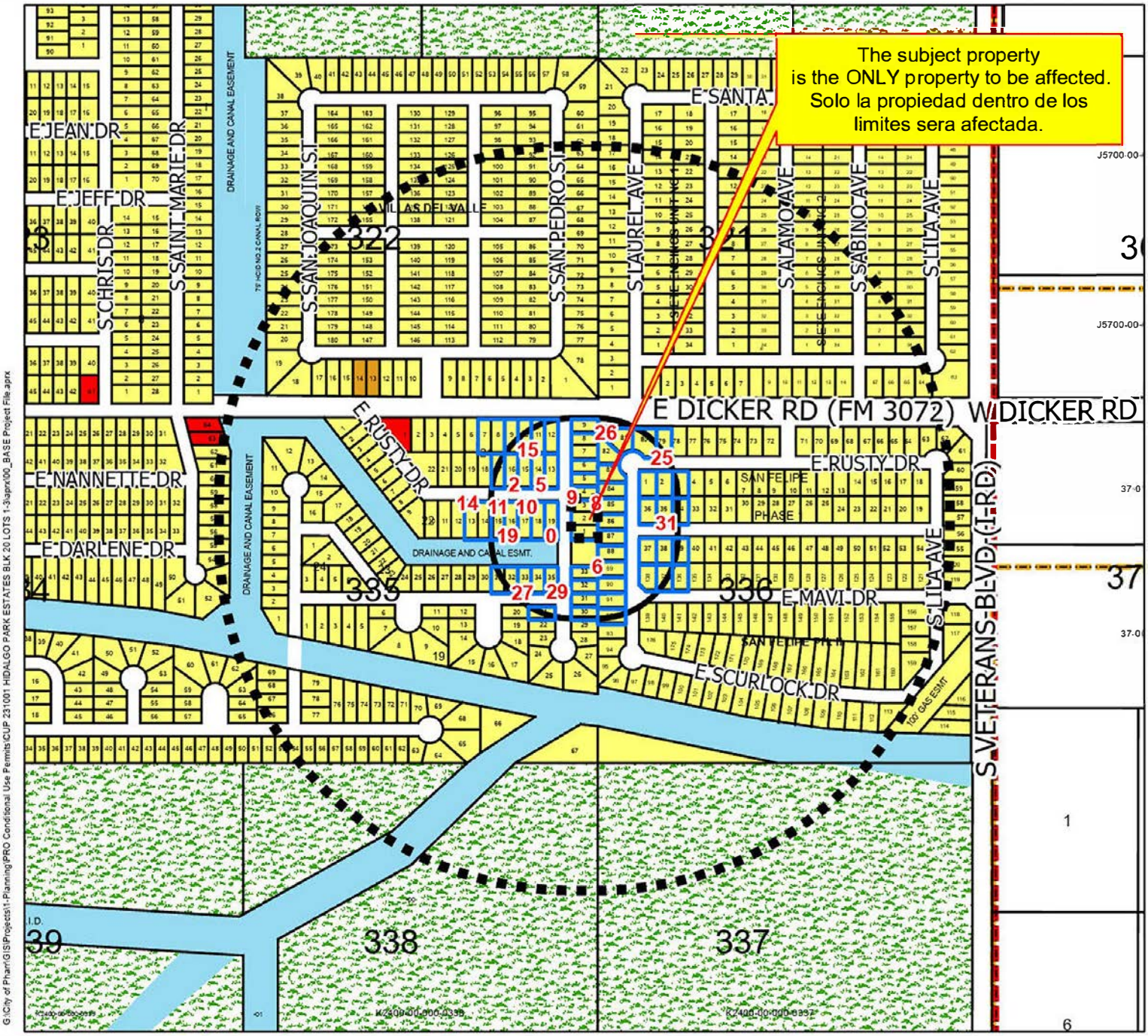
City of Pharr, Texas
Engineering Department
956.402.4242
Date: 11/6/2023

Scale: 1:6,500

0 270 540 1,080 1,620 2,160 Feet

G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 231001 HIDALGO PARK ESTATES BLK 20 LOTS 1-3\aprx\00_BASE Project File.aprx

Conditional Use Permit
Hidalgo Park Estates Blk 20 Lots 1-3
Zoning



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

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

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 11/6/2023

Scale: 1:6,500

0 270 540 1,080 1,620 2,160 feet

Conditional Use Permit
Hidalgo Park Estates Blk 20 Lots 1-3
Radius

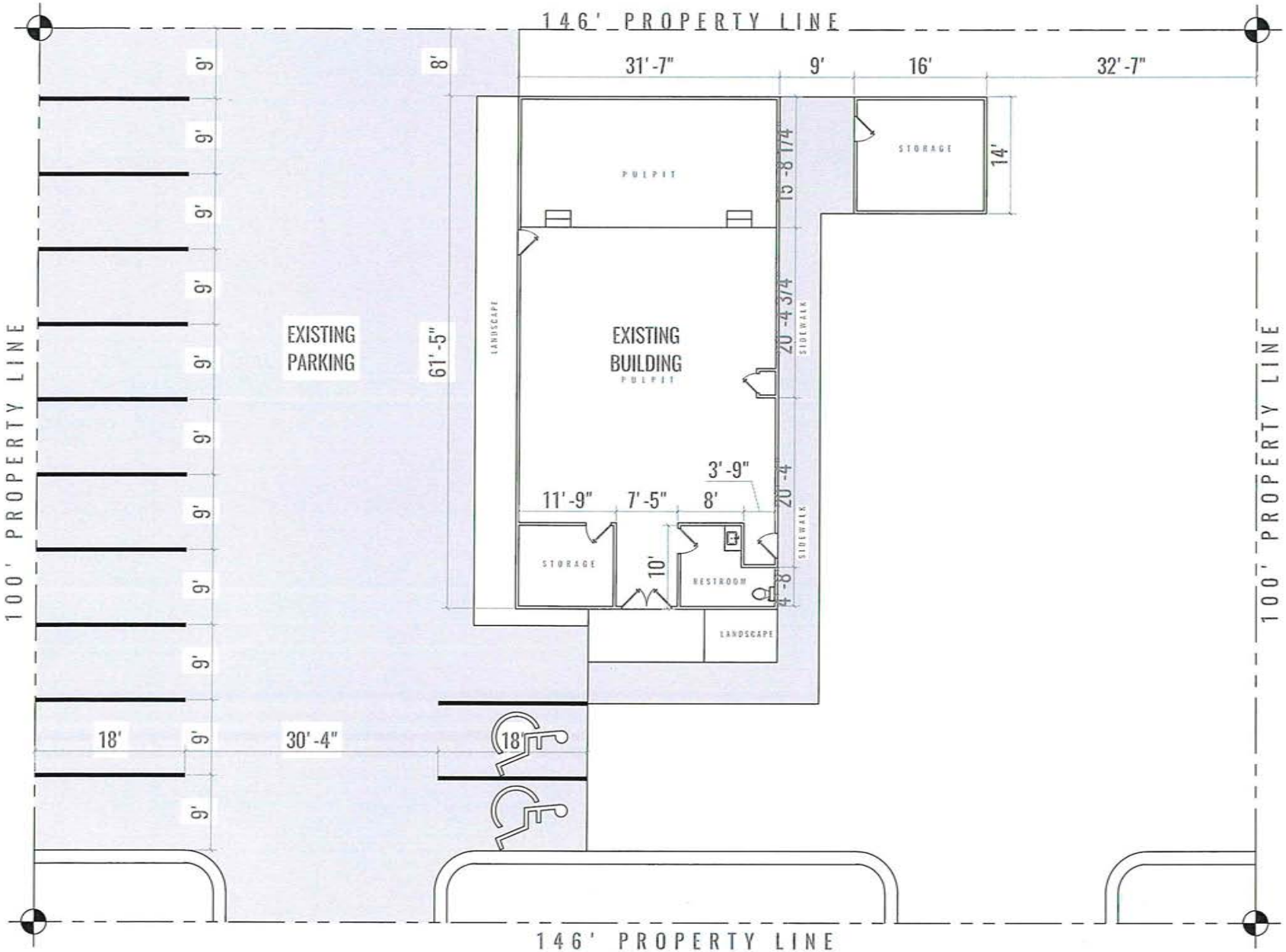
Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood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

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

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 11/6/2023

Scale: 1:6,500

0 270 540 1,080 1,620 2,160 Feet



1 SITE PLAN
SCALE: 3/16"=1'-0"

JONA VALENCIA CONSTRUCTION
PH. 956.900.5423
EMAIL: JJ88845@GMAIL.COM

JONA VALENCIA CONSTRUCTION RESERVES ITS COMMON COPYRIGHT LAW & OTHER PROPERTY RIGHTS IN THESE PLANS & DESIGN. THESE PLANS ARE NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART, IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM JONA VALENCIA CONSTRUCTION.

PROJECT
CHURCH

LOCATION
7505 S STEVE LN
Pharr, TEXAS

DATE: 10-19-202
PROJECT NO. 2354

AREAS
LIVING
GARAGE
PATIO
PORCH
TOTAL

S-1.0

DRAWN BY: JV

Pharr
Development Services

Site Photo

7505 South Steve Lane

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.
DATE SUBMITTED: December 1, 2023
MEETING DATE: December 4, 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 Created/Initiated - 12/1/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.1.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt, Inc., representing Jaime Lopez, Manager for The Trails on Jackson LLC. A Texas Limited Liability Company, is requesting final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision. The property is legally described as being 8.176 acres, being all of Lots 1 thru 28 and all of Brothers Mora Drive, Right-of-way within, Brothers Commerce Center Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4900 Block of North Jackson Road. SUB#230305 **This item supports EV - Economic Vitality.**

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

Issue: Melden & Hunt, Inc., representing Jaime Lopez, Manager for The Trails on Jackson LLC. A Texas Limited Liability Company, is requesting final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision subject to the listed conditions.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision at their meeting on November 27, 2023. There were six members present and voting.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/28/2023
Ricardo Rodriguez	Approved - 11/28/2023
City Management Office	Final Approval - 11/28/2023

`

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, DECEMBER 04, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, INTERIM CITY MANAGER

SUBJECT: VACATE OF BROTHERS COMMERCE CENTER SUBDIVISION AND PLAT OF THE TRAILS ON JACKSON SUBDIVISION
FILE NO. **SUB#230305**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Jaime Lopez, Manager for The Trails on Jackson LLC. A Texas Limited Liability Company, is requesting final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 8.176 acres, being all of Lots 1 thru 28 and all of Brothers Mora Drive, Right-of-way within, Brothers Commerce Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 4900 Block of North Jackson Road.

ZONING: The property is currently zoned Residential Multi-Family High Density District (R-MFHD). The adjacent zones are General Business District (C) and Agricultural Open Space District (A-O) to the north and south, Agricultural Open Space District (A-O) to the east and City limits to the west. The property is designated for commercial, multi-family and public/semi public use in the Land Use Plan.

PROPERTY PROPOSED USE: Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision subject to the following conditions set before you.

CONDITIONS:

1. Re-zoning approved on May 15, 2023.
2. Escrowed $69,200.00 for recording.

STREETS, PAVING AND R.O.W.:

1. Provide streetlight layout maximum distance 250', show distances between street lights add along N. Jackson Rd.
2. The street of W. Brothers Mora Dr. shall remain public.

EASEMENTS:

1. Provide 15' exclusive easement to City of Pharr for water & sewer lines.
2. Easements shall not overlap other easements.
3. Show easements dedicated by plat or existing.
4. Verify with HCID 2, if any easements are within property.
5. Provide electrical easements on plat, if any.

SIDEWALK:
ADA:

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. Need approved drainage report.
2. See attached comments.

OTHER:

1. Move dimensions to be legible.
2. Provide H.O.A. copy to City prior of recording H.O.A.
3. H.O.A. recorded number shall be added to mylar plat prior of recording.
4. Need signature on plat (engineer and surveyor).
5. Verify the call outs for set and found on metes & bounds.
6. Need the wording of the vacating of old recorded plat on plat layout.
7. Staff notes are attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Vacate of Brothers Commerce Center Subdivision and Plat of The Trails on Jackson Subdivision at their meeting on November 27, 2023.

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

STAFF REVIEW MEETING FOR:

THE TRAILS ON JACKSON SUBDIVISION

****

COMMENTS: **Initials: J.R./O.D.L.** **March 28, 2023**

****

WATER:

- All utilities in the area are existing.
- Will need to install brass saddles for all water services.
- All meter boxes must be installed to ground level before installing water meters.
- Comments made change depending on circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Ok as proposed.
- All sewer services will need to be 6" PVC SDR 26
- Manhole rim and lids will need to upgrade to composite base with City of Pharr logo.
- Comments made change depending on circumstances.
- Follow City of Pharr Construction Standards Manual.

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name:_____

Signature:_____ Date:_____

Pharr Fire Department

118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577
Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: STAFF REVIEW TRAILS ON JACKSON

Reviewed by: J. GONZALEZ/ L. CANTU March 29, 2023

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be PAINTED SILVER in Color with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2018. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A $25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MAY BE **YELLOW OR RED** FROM MANUFACTURE AND FINISHED WITH A COAT OF ALUMINUM AS-PER CITY OF PHARR STANDARD SECTION IV-3. A.11.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet).*With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2018; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2018; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

1. **THE FIRE HYDRANTS THAT ARE RELOCATED OR ARE INOPERABLE SHALL BE REPLACED WITH NEW FIRE HYDRANT.**
2. **FIRE HYDRANT SHALL REQUIRE 15 FT FIRE LANE ON EACH SIDE. (PLEASE SEE NOTE #10).**
3. **SHALL PROVIDE DIMENSION ON ENTRANCE NEAR ISLAND KEYPAD FOR FIRE APPARATUS ACCESS.**
4. **SHALL PROVIDE DIMENSION ON SITE PLAN FOR FIRE APPARATUS ACCESS AROUND THE APARTMENT COMPLEX.**
5. **THE REAR GATE SHALL HAVE A 40 FOOT ACCESS FROM BROTHER MORA ROAD SO THE FIRE APPARATUS WILL NOT BLOCK TRAFFIC.**
6. **FIRE HYDRANT SHALL BE 6FT BACK OF CURB ON THE 5 FT SIDE WALK ON JACKSON RD AND ON BROTHERS MORA DR.**

SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: The trails on Jackson Subdivision

DATE: March 30, 2023

REVIEW: Preliminary (comments plans dated 3-17-2023)

PLAT
1. Signature from P.E. & R.P.L.S. required. 2. Revise sidewalk note to say “to be completed at time of subdivision construction”.

SITE PLAN
1. W. Brothers Mora to remain public access do it being a major thoroughfare. 2. Sidewalks and ADA ramps may be required to be updated as per City standards

DRAINAGE
1. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

• All As-builts must have the following requirements:
  • As-builts must reflect current field changes. Mark all field changes as existing.
  • Must be Geo referenced, and in an AUTOCAD file.
  • Submit a physical and electronic copy (USB or CD).

ADDITIONAL COMMENTS

- Detention pond deeper than 3’-ft shall require a perimeter fence.
- Lab testing may be required for paving, concrete and backfill items.
- Driveway shall have a design strength of 4000 psi and must follow City design standard and ADA guidelines.
- Sidewalk shall have a design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Improvements along N. Jackson Rd. shall require permits and inspections from TX-Dot.

- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange). *UPDATE (Please see attachment pertaining to proposed hydrants)
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.

Pharr Public Work

Staff Review Meeting

The Trails on Jackson Sub. **DATE: 03/28/2023**

N. Jackson Road **8.176 Acres**

Pharr Tx, 78577

Storm Water: Inspector

Juan Govea Code Enforcement **956-638-4743**

Plat Notes:

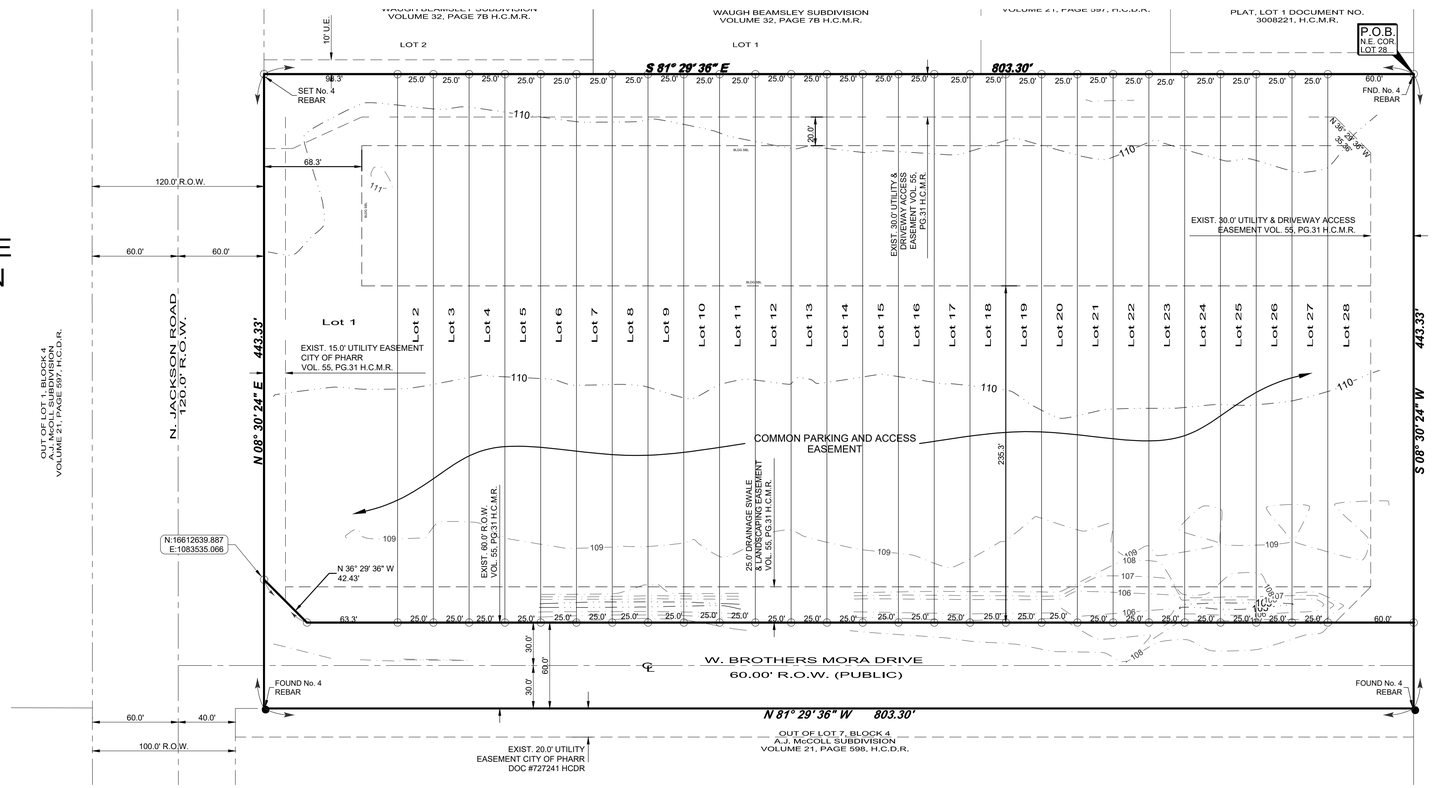
- **No comments**

General Notes:

- **Show and Attach Erosion & Sediment Control Layout with BMP Details to S.W.P.P.P.**
- **Must submit (1) digital copy in (USB) for review and three (3) hard copy for Finalization of the Erosion & Sediment control Plan at pre-construction meeting. Will be reviewed and must be approved Prior to any earthwork disturbance and Notice to Proceed (NTP) is issue**

VACATING OF BROTHERS COMMERCE CENTER TO THE TRAILS ON JACKSON SUBDIVISION

A 8.176 ACRES (GROSS), TRACT OF LAND, BEING A
VACATING OF BROTHERS COMMERCE CENTER TO
THE TRAILS ON JACKSON SUBDIVISION
BEING ALL OF LOTS 1 THRU 28 ACCORDING TO THE MAP
RECORDED VOLUME 55, PAGE 31 H.C.M.R.
ALSO BEING OUT OF LOT LOT 8, BLOCK 4
A.J. McCOLL SUBDIVISION
VOLUME 21, PAGE 598 H.C.D.R. AND
VOLUME 21, PAGE 384 H.C.D.R.
CITY OF PHARR
HIDALGO COUNTY, TEXAS



BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH ELEVATION DATUM AS PER NAVD 88 (GEOID 12B)

SCALE: 1" = 50'

VACATING PLAT OF BROTHERS COMMERCE CENTER SUBDIVISION

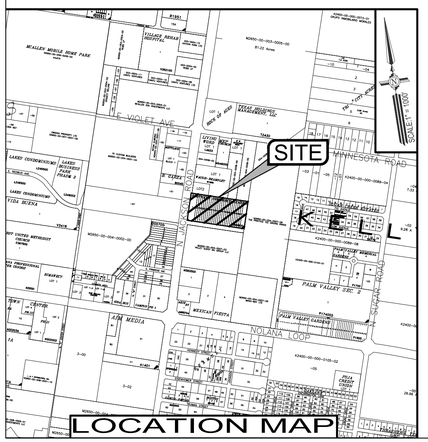
LEGEND

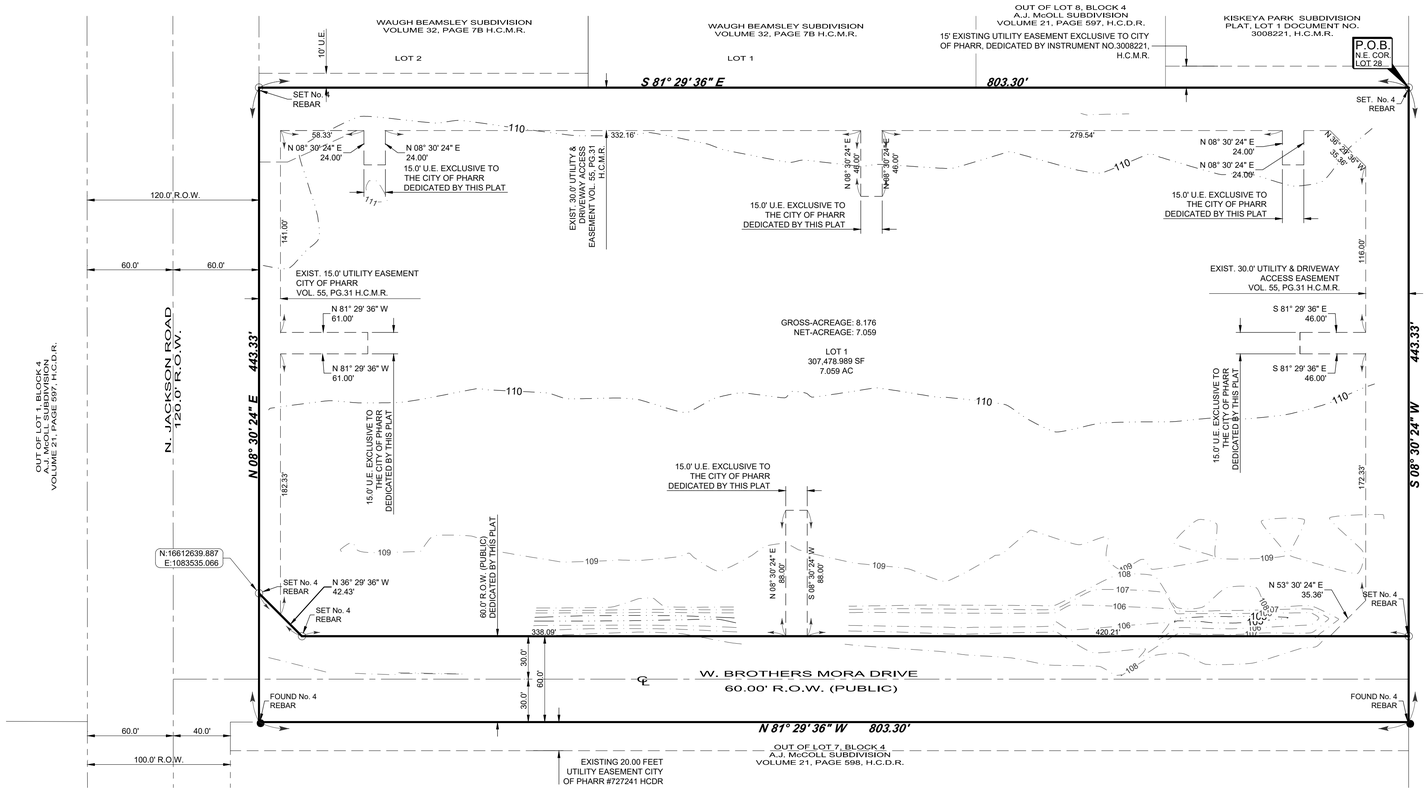
- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ⊗ SET "X" MARK ON CONCRETE
- SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E. COR. - NORTHEAST CORNER
U.E. - UTILITY EASEMENT
( ) - RECORDED MAP CALL

DRAWN BY: EM	DATE 10/27/22	
SURVEYED, CHECKED	DATE	
FINAL CHECK	DATE	

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS FIRM #F1435





BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH ELEVATION DATUM AS PER NAVD 88 (GEOID 12B)

SCALE: 1" = 50'

THE TRAILS ON JACKSON SUBDIVISION

METES AND BOUNDS:

A TRACT OF LAND CONTAINING 8.176 ACRES SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO TEXAS, BEING ALL OF LOTS 1 THRU 28 AND ALL OF BROTHERS MORA DRIVE RIGHT-OF-WAY WITHIN, BROTHERS COMMERCE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55, PAGE 31, HIDALGO COUNTY MAP RECORDS, SAID 8.176 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF SAID LOT 28, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 30' 24" W AT A DISTANCE OF 383.33 FEET PASS A NO. 4 REBAR SET ON THE SOUTHEAST CORNER OF SAID LOT 28, CONTINUING A TOTAL DISTANCE OF 443.33 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 29' 36" W ALONG THE SOUTH RIGHT-OF-WAY OF BROTHERS MORA DRIVE, A DISTANCE OF 803.30 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08° 30' 24' E AT A DISTANCE OF 90.00 FEET PASS A NO. 4 REBAR SET AT THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, CONTINUING A TOTAL DISTANCE OF 443.33 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81° 29' 36" E A DISTANCE OF 803.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.176 ACRES OF LAND, MORE OR LESS.

COUNTY COURT COUNTY OF HIDALGO, TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS: AREAS BETWEEN THE 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. COMMUNITY-PANEL NUMBER: 480334 0425 C; MAP REVISED: NOVEMBER 16, 1982.

2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.

3. MINIMUM BUILDING SETBACKS: AS PER CITY OF PHARR SETBACK ORDINANCE

4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 1.418 ACRE FEET AND A VOLUME OF APPROXIMATELY 61,770 C.F. WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.

   NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS MULTI-FAMILY DEVELOPMENT.

5. CITY OF PHARR BENCHMARK: "BM #57" FROM THE CITY OF PHARR REFERENCE MARK, BEING LOCATED ALONG THE NOLANA ROAD AND APPROXIMATELY 1975 FEET EAST OF N. JACKSON ROAD. NORTHING: 16610979.412, EASTING: 1085278.755, ELEVATION= 106.86 NAVD 88 (GEOID 1999)

6. NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY EASEMENT.

7. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS DISCHARGE POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).

8. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

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

10. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.

12. 5.0 SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED TO BE CONSTRUCTED ON THE EAST SIDE OF NORTH JACKSON RD AND ALONG ALL STREETS AT THE TIME OF OF BUILDING PERMIT.

13. OWNER(S) TO MAINTAIN DETENTION/RETENTION AREAS.

14. OWNER(S) TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION

15. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR THE TRAILS ON JACKSON SUBDIVISION RECORDED UNDER DOCUMENT NUMBER _____, HIDALGO COUNTY OFFICIAL RECORD, DEVELOPER/ HOME OWNERS ASSOCIATION/ OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PHARR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS. INCLUDING, BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS.

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

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

_____
ATTEST: CITY CLERK

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

APPROVED THIS THE _____ DAY OF _____ , 20 ____ .

_____
DANNY WYLIE, CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS THE _____ DAY OF _____, 20_____.

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

_____ ATTEST: _____
PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
JAIME LOPEZ, MANAGER
THE TRAILS ON JACKSON, LLC.
2023 N JACKSON ROAD
MCALLEN TX 78501

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAIME LOPEZ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE,

ON THIS THE _____, DAY OF _____, 20_____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE____DAY OF_____, 20____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No.117368
STATE OF TEXAS

DATE PREPARED: 01-09-23
ENGINEERING JOB No. 22175.00

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE_____DAY OF_____, 20_____.

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

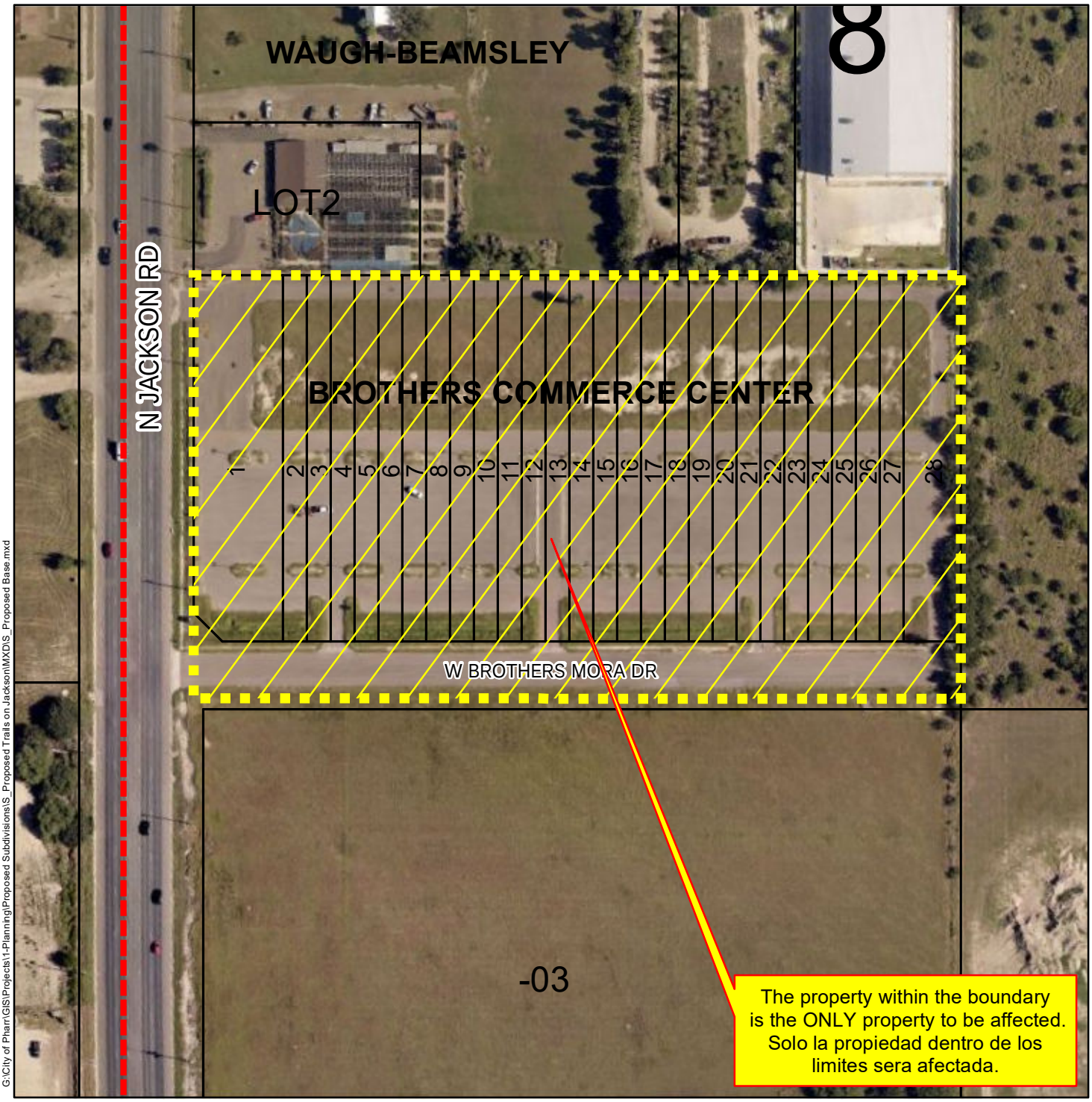
_____
ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 9/27/2022
T-1160, PG. 59-60
SURVEY JOB # 22745.08

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS FIRM #F1435

DRAWN BY: EM DATE 10/27/22
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

Proposed Subdivision
Vacating Brothers Commerce Center to The Trails on Jackson Subdivision
Melden & Hunt, Inc



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed Trails on Jackson\MXD\S_Proposed Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

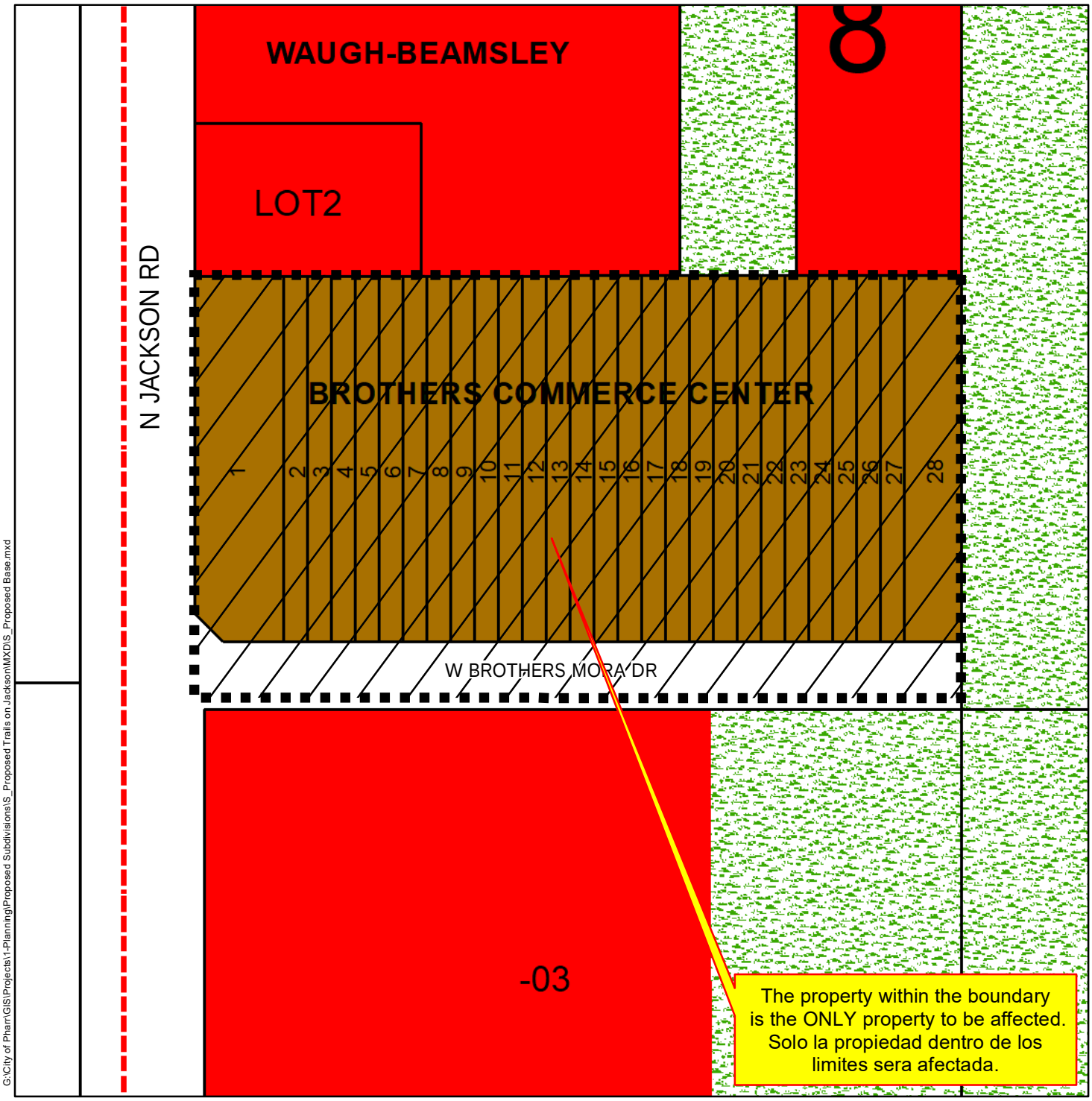
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 3/20/2023

Proposed Subdivision
Vacating Brothers Commerce Center to The Trails on Jackson Subdivision
Melden & Hunt, Inc



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 11/20/2023

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

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

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

Issue: The Resolution presented here is to acquire Right-of-Way located on the east side of the existing 70 ft. City of Pharr Right-of-Way near East Doffing Road for the construction and installation of signage as part of the Twin Span Bridge Project. Two (2) - 30 ft. by 40 ft. tracts for Right-of-Way purposes will be required, as depicted in the attached exhibits.

Fiscal Consideration: None at this time. An appraisal is forthcoming following approval of this item.

Staff Recommendation: Staff recommends approval of the Resolution to acquire the necessary Rights-of-Way for the construction and installation of signage as part of the Twin Span Bridge Project.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/28/2023
Ruben Alfaro	Approved - 11/30/2023
Karla Saavedra	Approved - 12/1/2023
Ricardo Rodriguez	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

RESOLUTION NO. R-2023-____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements, and property in and about the City of Pharr in Hidalgo County, Texas; and

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements, and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION:

EXHIBIT "A": BEING A 0.03 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS (TRACT 1)

EXHIBIT "B": BEING A 0.03 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS (TRACT 2)

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of December, 2023.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

EXHIBIT A
TRACT 1 – 0.03 ACRES
OUT OF PORCION 69
HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 0.03 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS, SAID 0.03 ACRES TRACT BEING A PART OR PORTION OF A CALLED 429.1384 ACRES TRACT OF LAND DESCRIBED A GENERAL WARRANTY GIFT DEED CONVEYED TO ROBERT LA VERE DREIBELBIS, ROLAND CLYDE DREIBELBIS AND JAMES DEAN DREIBELBIS, RECORDED IN DOCUMENT NUMBER 3268460, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS,

SAID 0.03 ACRES TRACT BEING MORE PARTIULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 401, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 400, KELLY-PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGES 133-134 DEED RECORDS OF HIDALGO COUNTY, TEXAS,

THENCE, S 81° 29' 44" E ALONG THE SOUTH LINE OF SAID LOT 400, A DISTANCE OF 161.39 FEET TO A CALCULATED POINT;

THENCE, S 08° 30' 16" W ACROSS PORCION 69, SAME BEING IN PART ALONG THE WEST BOUNDARY LINE OF THE SAID 429.1384 ACRE TRACT, SAME BEING IN PART ALONG THE EAST BOUNDARY LINE OF A CALLED 70.0 FOOT RIGHT-OF-WAY TO THE CITY OF PHARR, RECORDED IN VOLUME 2536, PAGE 848, OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS, TO THE SOUTHWEST CORNER OF A CALLED 4.714 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO THE UNITED STATES OF AMERICA, RECORDED IN DOCUMENT NUMBER 3095463, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 183.83 FEET TO A 1/2 -INCH CAPPED IRON ROD FOUND, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING;**

THENCE, S 81° 41' 10" E ACROSS THE SAID PORION 69, SAME BEING ACROSS THE SAID 429.1384 ACRE TRACT, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 4.714 ACRES TRACT, A DISTANCE OF 30.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CONRER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 30' 16" W ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 ACRE TRACT, A DISTANCE OF 40.10 FEET TO A 1/2 -INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 29' 44" W ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 ACRE TRACT, TO A POINT ON THE EAST LINE OF THE SAID 70.0 FOOT CITY OF PHARR RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 30' 16" E ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 TRACT, AND SAME BEING ALONG THE EAST LINE OF THE SAID 70.0 FOOT CITY OF PHARR RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING, SAID TRACT CONTAINING 0.03 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

11/22/2023

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

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B
TRACT 2 – 0.03 ACRES
OUT OF PORCION 69
HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 0.03 ACRES TRACT OF LAND MORE OR LESS, OUT OF PORCION 69, HIDALGO COUNTY, TEXAS, SAID 0.03 ACRES TRACT BEING A PART OR PORTION OF A CALLED 429.1384 ACRES TRACT OF LAND DESCRIBED A GENERAL WARRANTY GIFT DEED CONVEYED TO ROBERT LA VERE DREIBELBIS, ROLAND CLYDE DREIBELBIS AND JAMES DEAN DREIBELBIS, RECORDED IN DOCUMENT NUMBER 3268460, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS,

SAID 0.03 ACRES TRACT BEING MORE PARTIULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 401, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 400, KELLY-PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGES 133-134 DEED RECORDS OF HIDALGO COUNTY, TEXAS,

THENCE, S 81° 29' 44" E ALONG THE SOUTH LINE OF SAID LOT 400, A DISTANCE OF 161.39 FEET TO A CALCULATED POINT;

THENCE, S 08° 30' 16" W ACROSS PORCION 69, SAME BEING IN PART ALONG THE WEST BOUNDARY LINE OF THE SAID 429.1384 ACRE TRACT, SAME BEING IN PART ALONG THE EAST BOUNDARY LINE OF A CALLED 70.0 FOOT RIGHT-OF-WAY TO THE CITY OF PHARR, RECORDED IN VOLUME 2536, PAGE 848, OFFICIAL RECORDS OF HIDALGO COUNTY TEXAS, PASSING AT 183.83 FEET A 1/2 -INCH CAPPED IRON ROD FOUND AT THE SOUTHWEST CORNER OF A CALLED 4.714 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO THE UNITED STATES OF AMERICA, RECORDED IN DOCUMENT NUMBER 3095463, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 2483.93 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING;**

THENCE, S 81° 29' 44" E ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 429.1384 ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CONRER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 30' 16" W ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 ACRE TRACT, A DISTANCE OF 40.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 29' 44" W ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 ACRE TRACT, TO A POINT ON THE EAST LINE OF THE SAID 70.0 FEET CITY OF PHARR RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 30' 16" E ACROSS THE SAID PORCION 69, SAME BEING ACROSS THE SAID 428.1384 TRACT, AND SAME BEING ALONG THE EAST LINE OF THE SAID 70.0 FOOT CITY OF PHARR RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING, SAID TRACT CONTAINING 0.03 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

11/22/2023

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

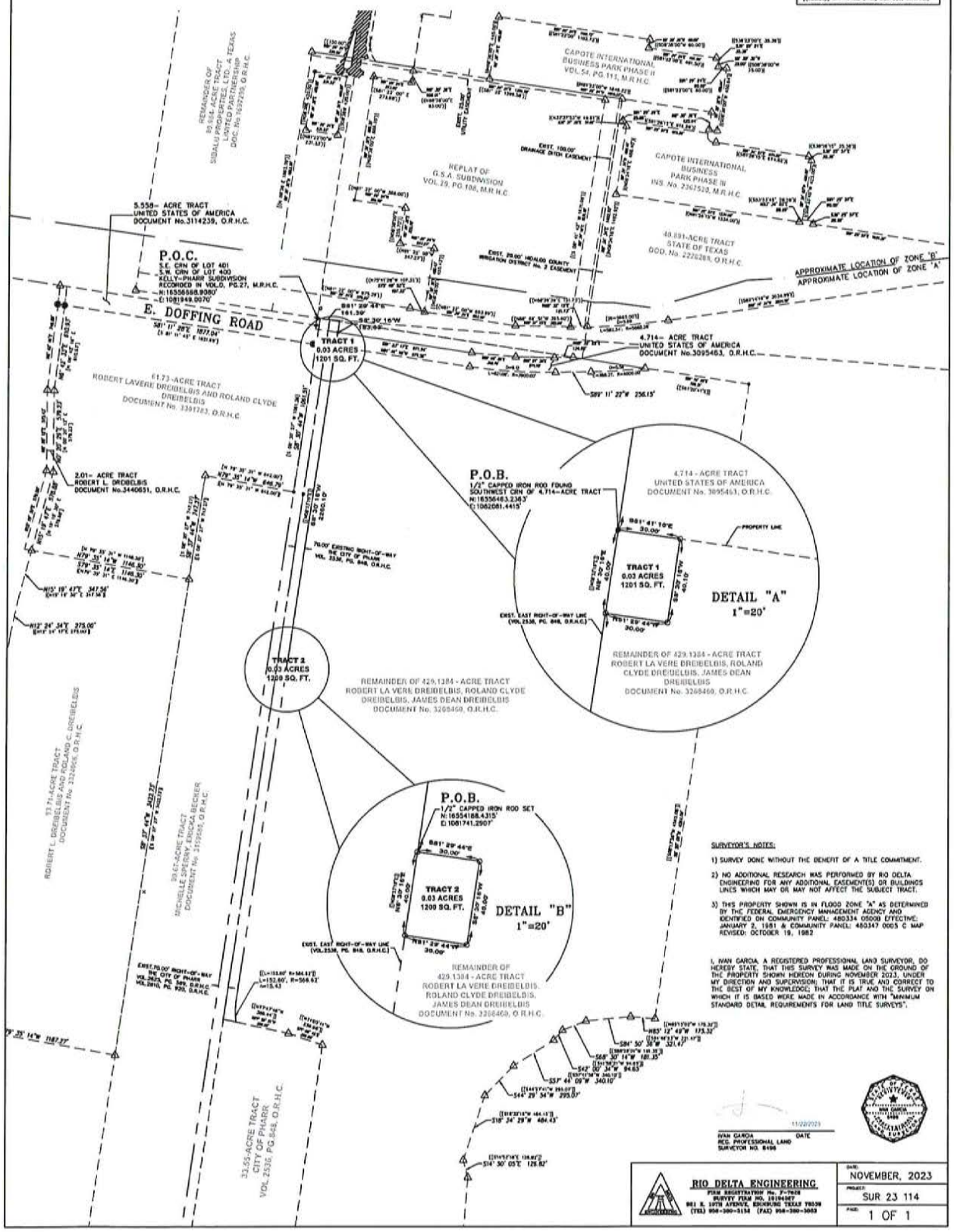
STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "C"
TRACT 1- 0.03 ACRES
TRACT 2- 0.03 ACRES
OUT OF PORCION 69
HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 300'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

LEGEND

- 3/8" IRON ROD FOUND
- N.A.L. FOUND
- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- R.O.W. POST FOUND
- DISK
- XXXX MEASURED
- [(XXXX)] DEED CALL, (DOC.# 3301783, O.R.H.C.)
- [[(XXXX)]] DEED CALL, (DOC.# 3324066, O.R.H.C.)
- [[(XXXX)]] DEED CALL, (DOC.# 3266460, O.R.H.C.)
- [[(XXXX)]] DEED CALL, (DOC.# 3320386, O.R.H.C.)
- [(XXXX)] MAP CALL, (VOL.29, PG.108, M.R.H.C.)
- [[(XXXX)]] MAP CALL, (VOL.54, PG.111, M.R.H.C.)
- [[(XXXX)]] MAP CALL, (INS.# 3267520, M.R.H.C.)



SURVEYOR'S NOTES:

1) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

2) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

3) THIS PROPERTY SHOWN IS IN FLOOD ZONE "A" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY PANEL: 480334 0500B EFFECTIVE: JANUARY 3, 1981 & COMMUNITY PANEL: 480347 0005 C MAP REVISED: OCTOBER 19, 1982

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING NOVEMBER 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

11/20/2023
IVAN GARCIA — DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 6166

STATE OF TEXAS — IVAN GARCIA — 6166 — REGISTERED PROFESSIONAL LAND SURVEYOR

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7872
SURVEY FIRM NO. 10194387
801 S. 10TH AVENUE, EDINBURG TEXAS 78539
(956) 380-3134 (FAX) 956-380-3003

DATE: NOVEMBER, 2023
PROJECT: SUR 23 114
PAGE: 1 OF 1

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: November 16, 2023
MEETING DATE: December 4, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing a Multiple Use Agreement (MUA) with the Hidalgo County Regional Mobility Authority (HCRMA) for use of Parcel 2 of the I Road Project. **This item supports IF - Infrastructure.**

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

Issue: Parcel 2 is a 0.0042 of an acre (183 square feet) parcel of land along Veterans Boulevard (I Road) near Thomas Drive that belongs to the HCRMA. The City of Pharr was seeking to acquire this parcel to complete the right-of-way for the proposed I Road Project. The solution agreed to by the HCRMA is a MUA with the City of Pharr. The MUA would allow the City of Pharr to use the parcel while the HCRMA retains the property rights.

Fiscal Consideration: Under the MUA with the HCRMA, there is no cost to the City of Pharr for use of Parcel 2.

Staff Recommendation: Staff recommends approval of the Resolution executing a MUA with the HCRMA for Parcel 2 of the I Road Project.

Alternatives: The alternative is to leave Parcel 2 outside of the I Road Project.

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

ROUTING:

Maria Rangel	Created/Initiated - 11/16/2023
Ruben Alfaro	Approved - 11/30/2023
Ricardo Rodriguez	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS AGREEMENT made by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as the "AUTHORITY", party of the first part, and CITY OF PHARR, hereinafter called the "CITY", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the CITY has requested the AUTHORITY to permit the construction, maintenance and operation of a public shared-use path on the highway right of way, **(ROADWAY** I Road, from Rancho Blanco Road to Dicker Road_ **CONTROL SECTION JOB NO.** 0921-02-363),

The project consists of reconstruction of I Road and construction of a shared-use path from Rancho Blanco Road to Dicker Road,

shown graphically by the construction plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the AUTHORITY has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the CITY will enter into agreements with the AUTHORITY for the purpose of determining the respective responsibilities of the CITY and the AUTHORITY with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the AUTHORITY.

AGREEMENT

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

1. DESIGN AND CONTRUCTION

The CITY will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the AUTHORITY. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to AUTHORITY for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the AUTHORITY. Any future revisions or additions shall be made after prior written approval of the AUTHORITY.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for AUTHORITY ADMINISTRATION personnel and TX DOT and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater then prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by the AUTHORITY, exists.

4. PROHIBITIONS/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the AUTHORITY prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the CITY. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the AUTHORITY. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the AUTHORITY determines that the CITY has failed to comply with these responsibilities, it will perform the necessary work and charge the CITY the actual cost of the work.

6. FEES

Any fees levied for the use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to AUTHORITY'S approval.

A. Retention Period. The CITY shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The CITY shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, which occurs last.

B. Audit Report. If fees are collected by the CITY for the use of the facility under this agreement, the CITY will provide the AUTHORITY an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the CITY must provide a multiple year plan detailing how the additional revenue will be used for construction, operation or maintenance of the facility.

C. Availability. The AUTHORITY or any of its duly authorized representatives and the Texas Department of Transportation shall have access to the CITY'S records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and CITY shall be responsible for the facility's timely removal at no cost to the AUTHORITY. If the AUTHORITY determines that CITY has failed to timely remove the facility, it will perform the necessary work and charge the CITY the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT.

If in the sole judgement of the AUTHORITY it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the AUTHORITY's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the AUTHORITY.

10. RESTORATION OF AREA

The CITY shall provide written notification to the AUTHORITY that such facility will be discontinued for the purpose defined herein. The CITY shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the AUTHORITY.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity from liability in any way.

When notified by the AUTHORITY to do so, the other party hereto shall within thirty (30) days from receipt of the AUTHORITY'S written notification pay the AUTHORITY for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the AUTHORITY for costs of construction and/or repair work made necessary by reason of such damages.

Nothing is this agreement shall be construed as creating any liability in favor of any third party against the AUTHORITY and the CITY. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the AUTHORITY and the CITY, but the CITY shall become fully subrogated to the AUTHORITY and shall be entitled to maintain any action over and against the third party which may be liable for having caused the CITY to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

To the extent permitted by law, the CITY shall indemnify and save harmless the AUTHORITY and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The To the extent permitted by law, the CITY shall also indemnify and save harmless the AUTHORITY from any and all expense, including but not limited to attorney fees that may be incurred by the AUTHORITY in litigation or otherwise resisting the claim or liabilities that may be imposed on the AUTHORITY as a result of such activities by the CITY, its agents, or employees authorized under this agreement. The CITY further agrees to indemnify and save harmless the AUTHORITY from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the AUTHORITY due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the party of the CITY. The indemnification of the AUTHORITY shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The CITY shall provide necessary safeguards to protect the public on the 365 Toll Road Project and AUTHORITY-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such right-of-way or thereafter, and to save the AUTHORITY harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the Authority's right-of-way, the _CITY_____'s construction contractor shall submit to the AUTHORITY a certificate of insurance and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT-OF-WAY

It is understood that the AUTHORITY by execution of this agreement does not impair or relinquish the AUTHORITY'S right to use such land for highway purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the AUTHORITY of such land acquired for highway purposes, and the AUTHORITY does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The AUTHROITY asserts only that it has sufficient title for highway purposes. The CITY shall be responsible for obtaining such additional consent or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. ADDITIONAL REQUIREMENTS

Not applicable.

18. CIVIL RIGHTS ASSURANCES

The CITY for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) the CITY shall use the premises in compliance with all the requirements imposed by or pursuant to, and as said Regulations may be amended.

That if in the event of any breach if the above non-discrimination covenants, the AUTHORITY shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement.

21. AUDIT

The AUTHORITY may conduct an audit or investigation of any aspect of this agreement. The CITY must provide the AUTHORITY with access to any information the AUTHORITY considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the CITY if that service is authorized by this agreement.

22. AUTHORITY IF STATE AUDITOR

Not applicable.

23. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective mailing addresses:

CITY	AUTHORITY
City of Pharr Attn: Ambrosio Hernandez, Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Hidalgo County Regional Mobility Authority Attn: Pilar Rodriguez, Executive Director 203 W. Newcombe Ave. Pharr, Texas 78577

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A – Construction Plan
Exhibit B – Metes and Bounds Description
Exhibit C – Survey
Exhibit D – Certificate of Insurance

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the CITY on the _____ day of _____ , 20 _____ , and the AUTHORITY on the _____ day of _____ , 20 _____ .

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____ _____
Signature Date

PILAR RODRIGUEZ_____ _____
Printed Name Date

Executive Director_____
Title

(956) 402-4762_____ _____
Contact Office and Telephone No. Date

CITY OF PHARR

_____	_____
Signature	Date
AMBROSIO HERNANDEZ_____	_____
Printed Name	Date
Mayor_____	
Title	
Administration Department, (956) 402-4000___	_____
Contact Office and Telephone No.	Date

Exhibit A

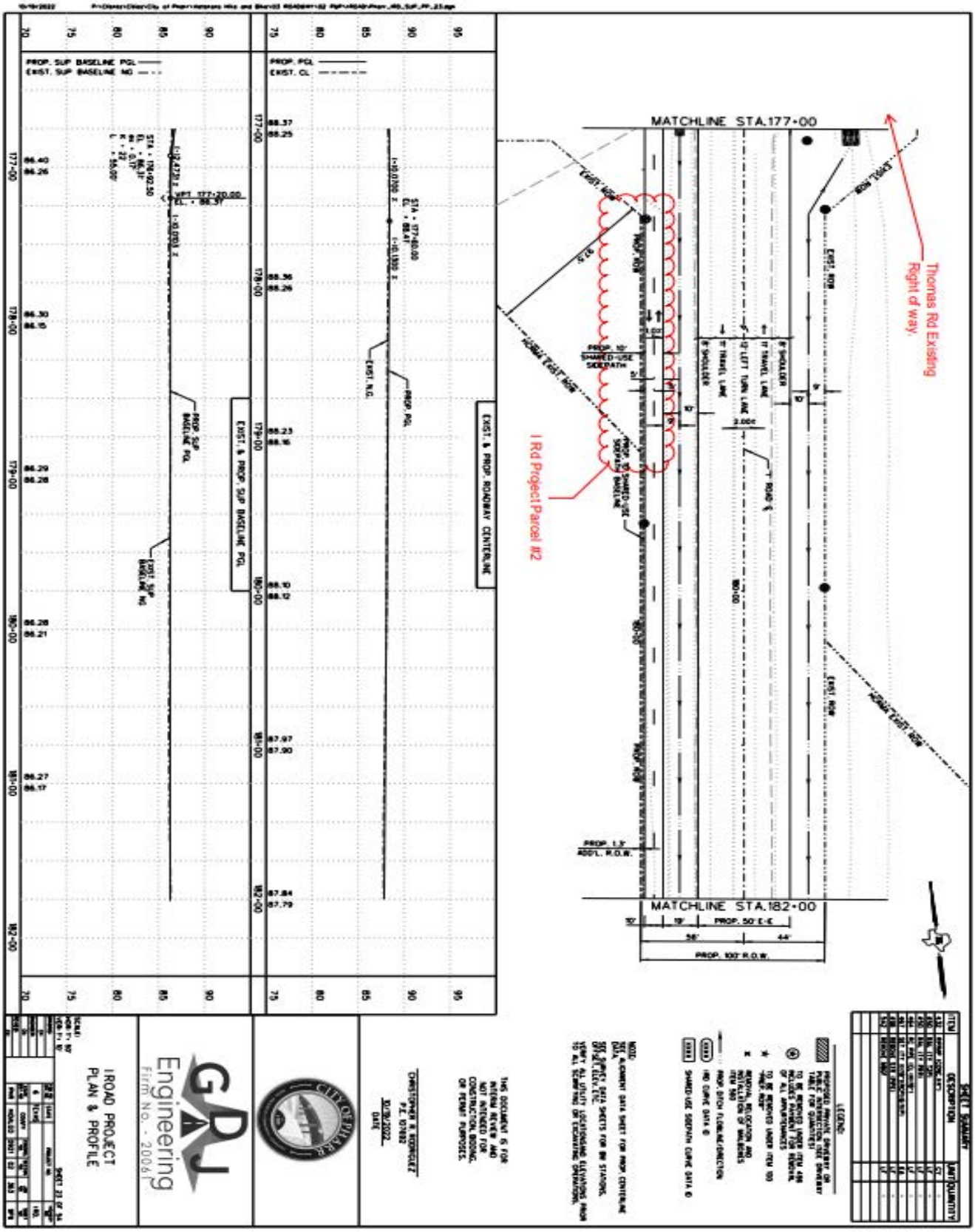

MATCHLINE STA.177+00
MATCHLINE STA.182+00
Thomas Rd Existing Right of way.
I Rd Project Parcel #2
PROP. 100' R.O.W.
PROP. 50' E-E
PROP. SUP BASELINE PGL
EXIST. SUP BASELINE NG
PROP. PGL
EXIST. CL
EXIST. & PROP. ROADWAY CENTERLINE
EXIST. & PROP. SUP BASELINE PGL
I-ROAD PROJECT
PLAN & PROFILE
GAU Engineering
Firm No. - 20061
CITY OF PALM BAY
CHRISTOPHER R. RODRIGUEZ
P.E. 57882
10/18/2022
DATE
THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

Exhibit B

County: Hidalgo
Project: South Veterans Boulevard - I Road
Limits: From W. Hall Acres Road to East Military Highway

PROPERTY DESCRIPTION FOR PARCEL 2

Being a 0.0042 of an acre (183 square feet) parcel of land out of Porcion No. 70, A. Velasco Survey, Abstract No. 21545, being out of Lot 320, Kelly Pharr Subdivision, as recorded in Volume 3, Pages 133-134, of the Deed Records, Hidalgo County, Texas (D.R.H.C.T.) and being out of a called 15,591 square feet tract, conveyed by Deed executed May 11, 2016 from Carkenord & Sons Contractors, Inc., to Hidalgo County Regional Mobility Authority, as described in Document Number 2740812, of the Official Records, Hidalgo County, Texas (O.R.H.C.T.), said 0.0042 of an acre (183 square feet) parcel of land being more particularly described by metes and bounds as follows:

Commencing a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, at the northwest corner of said 15,591 square feet tract, a northeast corner of the called West 1/2 of Lot 319 and the East 1/2 of Lot 320 of said Kelly Pharr Subdivision, conveyed by Deed executed August 17, 1978 to Kirk Carkenord and Aric Carkenord, as described in Volume 1590, Page 518, Deed Records, Hidalgo County, Texas (D.R.H.C.T.);

Thence, South 30°50'30" East, along the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, a distance of 259.99 feet to a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, in the proposed west right-of-way line of South Veterans Boulevard – I Road, for the southwest corner of the herein described parcel and the **POINT OF BEGINNING** having coordinates of N=16,572,497.70, E=1,089,673.85, said point being 56.00 feet right from the proposed South Veterans Boulevard – I Road Baseline Station 179+08.82;

1. **Thence**, North 08°33'40" East, departing the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, along the proposed west right-of-way line of said South Veterans Boulevard – I Road, over and across said 15,591 square feet tract, a distance of 152.39 feet, to a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, at the southeast end of a cutback on the existing west right-of-way line of South Veterans Boulevard – I Road (right-of-way width varies) as recorded in said Kelly Pharr Subdivision, Volume 0, Page 4, of the Map Records of Hidalgo County, Texas (M.R.H.C.T.), Document Number 1044339, Document Number 961983 and Document Number 965705, O.R.H.C.T. and on the northeast line of said 15,591 square feet tract, said point being 56.00 feet right from the proposed South Veterans Boulevard – I Road Baseline Station 177+56.43;

2. **Thence**, South 36°28'55" East, along said southeast end of a cutback on the existing west right-of-way line of said South Veterans Boulevard – I Road and the northeast line of said 15,591 square feet tract, a distance of 1.67 feet to a point, at the southeast corner of said cutback in the existing west right-of-way line of South Veterans Boulevard – I Road and at the northeast corner of said 15,591 square feet tract, for the northeast corner of the herein described parcel;

3. **Thence**, South 08°33'06" West, along the existing west right-of-way line of said South Veterans Boulevard – I Road and the east line of said 15,591 square feet tract, a distance of 152.68 feet to a point at a northeast corner of said West 1/2 of Lot 319 and the East 1/2 of Lot 320, the southeast corner of said 15,591 square feet tract and the herein described parcel;

4. **Thence**, North 30°50'30" West, departing the existing west right-of-way line of said South Veterans Boulevard – I Road and the east line of said 15,591 square feet tract, along the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, a distance of 1.91 feet to the **POINT OF BEGINNING** and containing 0.0042 of an acre (183 square feet) parcel of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment, Epoch, 2010.00). Coordinates were derived from static and RTK methods and based on existing primary points "Nolana 1" and "Nolana 2."

All distances and coordinates shown are surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00004. All measurements are in U.S. Survey Feet.

Record information shown hereon is based on a public records search by the surveyor.

Abstracting was performed in February, 2021 to March, 2021.

A parcel plat of even date was prepared in conjunction with this property description.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2022.

05-03-2022
Date

Gabriel Macias
Registered Professional Land Surveyor
Texas Registration No. 6185
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, Texas 78216
210-349-3271
TBPELS Firm No. 10004100

STATE OF TEXAS
REGISTERED
GABRIEL MACIAS
6185
PROFESSIONAL
LAND SURVEYOR

Exhibit C

LEGEND

○	FOUND MONUMENT (AS NOTED)
■	SET 1/2" IRON ROD W/ RED CAP STAMPED "VICKREY PROP. COR." UNLESS OTHERWISE NOTED
	LAND HOOK (IDENTICAL OWNER)
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
PIP	PINCHED IRON PIPE
ALUM.	ALUMINUM
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
EXISTING R.O.W. LINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
PROPERTY LINE	
NOT TO SCALE (N.T.S.)	
PROPOSED BASELINE	
SURVEY LINE	

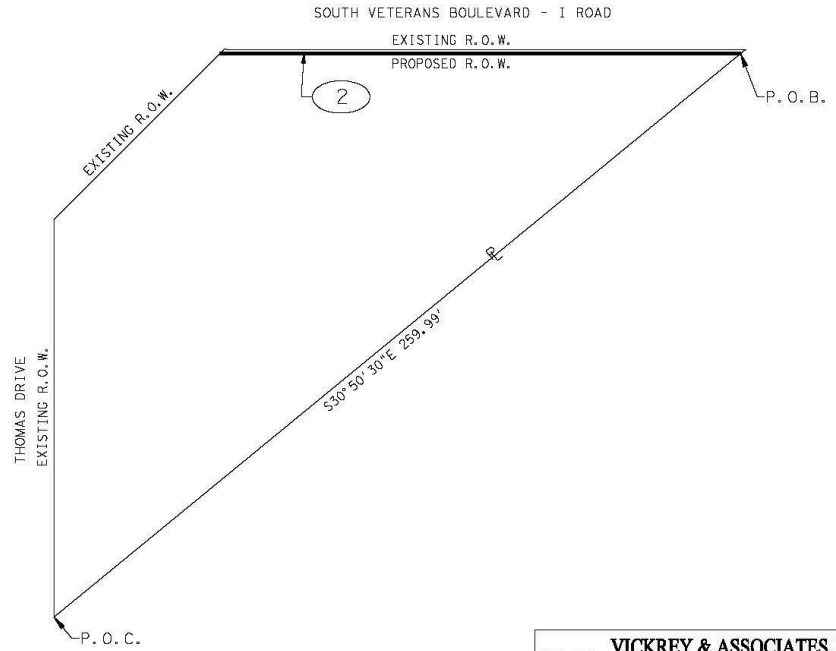
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), EPOCH 2010.00.
2. ALL DISTANCES AND COORDINATES SHOWN ARE IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. COORDINATES WERE DERIVED FROM STATIC AND RTK METHODS AND BASED ON EXISTING PRIMARY POINTS "NOLANA 1" AND "NOLANA 2".
4. UNITS OF MEASURE: U.S. SURVEY FEET.
5. ORIGINAL SURVEY PATENT LINES AND COUNTY LINES SHOWN HEREIN ARE BASED ON GIS MAPPING OBTAINED FROM THE TEXAS GENERAL LAND OFFICE.
6. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORDS MAY NOT BE SHOWN HEREIN.
7. FIELD SURVEYS COMPLETED APRIL, 2022.
8. ABSTRACTING WAS PERFORMED FEBRUARY, 2021 TO MARCH, 2021.
9. PROPOSED BASELINE ALIGNMENT SHOWN HEREON WAS PROVIDED BY HIDALGO COUNTY AND MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
10. BACKROUND PLANIMETRICS SHOWN HEREON ARE A COMBINATION OF A SURVEY PERFORMED BY V&A AND PLANIMETRICS PROVIDED BY HIDALGO COUNTY. IN SOME INSTANCES THE LOCATION OF THE PLANIMETRICS CANNOT BE VALIDATED.
11. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THE PARCEL PLAT.

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

GABRIEL MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185

STATE OF TEXAS
REGISTERED
GABRIEL MACIAS
6185
PROFESSIONAL
LAND SURVEYOR



PARENT TRACT INSET
PARCEL NO. 2
N.T.S.

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
1216 E. Jasmine Ave. Suite C
McALLEN, TX 78716
Telephone: (956) 340-0045
TBPELS #10194512

©2022

PARCEL PLAT
SHOWING
PARCEL 2

I-ROAD
HIDALGO COUNTY
MAY, 2022

SCALE: N.T.S.

Exhibit D

(The Certificate of Insurance will be inserted here when it becomes available)

RESOLUTION No. _____

A RESOLUTION OF THE CITY OF PHARR AUTHORIZING EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A PUBLIC SHARED-USE PATH ON THE HIGHWAY RIGHT-OF-WAY

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

WHEREAS, the City of Pharr ("City") has requested the Hidalgo County Regional Mobility Authority ("HCRMA") to permit the construction, maintenance, and operation of a public shared-use path on the highway right-of-way on a 0.0042 of an acre (183 square feet) parcel of land along Veterans Boulevard (I Road) near Thomas Drive; and

WHEREAS, the HCRMA has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the HCRMA for the purpose of determining the respective responsibilities of the City and the HCRMA with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the HCRMA.

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

The Board of Commissioners approves the execution of a Multiple Use Agreement with the Hidalgo County Regional Mobility Authority regarding construction, maintenance, and operation of a public shared-use path on the highway right-of-way.

ADOPTED BY VOTE OF THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS at a regular meeting held on the _____ day of November 2023.

CITY OF PHARR, TEXAS

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: November 29, 2023
MEETING DATE: December 4, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing four (4) regular members to the Planning and Zoning Commission. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The term of regular members, Romeo Robles, Andy Castro, Rafael Munguia and Carlos Ramirez are set to expire on December 6, 2023. Therefore, the appointment of four (4) regular members are needed at this time to serve on the Planning and Zoning Commission.

Romeo Robles, Andy Castro, Rafael Munguia and Carlos Ramirez have expressed interest in seeking reappointment as regular members of the Planning and Zoning Commission.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the reappointment of Romeo Robles, Andy Castro, Rafael Munguia and Carlos Ramirez as regular members to the Planning and Zoning Commission.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2023
Ricardo Rodriguez	Approved - 11/30/2023
City Management Office	Final Approval - 11/30/2023

STATE OF TEXAS §
§ **RESOLUTION NO. R-2023-___**
CITY OF PHARR §

WHEREAS, there is hereby a City Planning and Zoning Commission which shall function by making plans and acting as a Zoning Commission being composed of seven (7) members and four (4) alternates to be appointed by the Board of Commissioners, and

WHEREAS, Romeo Robles, Andy Castro, Rafael Munguia and Carlos Ramirez, all regular members terms expire on December 6, 2023; and

WHEREAS, appointment of four (4) regular members need to be made at this time in accordance with City Ordinance No. O-2023-42 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than three (3) Pharr boards or committees concurrently.

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

The following resident of the City of Pharr is hereby appointed as a regular member of the Planning and Zoning Commission.

NAME:	**LENGTH OF TERM**
1. Romeo Robles_____	2-year term (expiring December 6, 2025)
2. Andy Castro_____	2-year term (expiring December 6, 2025)
3. Rafael Munguia_____	2-year term (expiring December 6, 2025)
4. Carlos Ramirez_____	2-year term (expiring December 6, 2025)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of December, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: November 29, 2023
MEETING DATE: December 4, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members of the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: The terms of regular members, Danny Wylie and Rafael Munguia are set to expire on December 14, 2023.

Mr. Danny Wylie and Mr. Rafael Munguia have expressed interest in seeking reappointment as regular members of the Board of Adjustment.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the reappointment of Mr. Danny Wylie and Mr. Rafael Munguia as regular members of the Board of Adjustment.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/29/2023
Ricardo Rodriguez	Approved - 11/30/2023
City Management Office	Final Approval - 11/30/2023

STATE OF TEXAS §
§ **RESOLUTION NO. R-2023-___**
CITY OF PHARR §

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, the terms of regular members, Danny Wylie and Rafael Munguia are set to expire on December 14, 2023; and

WHEREAS, appointment/reappointment of two (2) regular members need to be made at this time in accordance with City Ordinance No. O-2023-42 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than three (3) Pharr boards or committees concurrently.

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

The following resident of the City of Pharr is hereby appointed/reappointed as a regular member of the Board of Adjustment.

NAME:	**LENGTH OF TERM**
1. Danny Wylie	2-year term (expiring December 14, 2025)
2. Rafael Munguia	2-year term (expiring December 14, 2025)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of December, 2023.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: November 27, 2023
MEETING DATE: December 4, 2023

FROM: Ofsman M. Quintana, Graduate Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of $30,800.00 for the Cage Blvd. and Hi Line Road 16" Waterline Improvements Project. **This item supports IF - Infrastructure**.

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

Issue: Southern Trenchless Solutions is requesting additional funding for flowable fill, an item not included in the contract to complete the 12"-in waterline abandonment located underneath S. Cage Blvd. as per TXDOT's requirements in the amount of $30,800.00, increasing the total amount to $308,000.00. This is through Buyboard Number 635-21.

Fiscal Consideration: Original Contract: $277,200.00
Amendment No. 1: $30,800.00
Total: $308,000.00

Staff Recommendation: Staff recommends approval of amendment No. 1 in the amount of $30,800.00 which will increase the amount to $308,000.00.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Ofsman M. Quintana	Created/Initiated - 11/27/2023
Ruben Alfaro	Approved - 12/1/2023
Ricardo Rodriguez	Approved - 12/1/2023
Karla Saavedra	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Date: 10/31/2023

CHANGE ORDER #1

Project: ***City of Pharr - S Cage Blvd & Hi Line Rd***

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1		Flowable fill @ Abandoned Bore	1	LS	$ 30,800.00	$ 30,800.00
			Total Change Order			**$30,800.00**

Signature: _____ Print Name: _____

Title:_____

We Appreciate Your Business!!!

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: November 29, 2023
MEETING DATE: December 4, 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 DebtBook from Charlotte, NC to analyze City Debt Leases and Subscriptions through Purchasing Cooperative Buy Board Contract No. 692-23. **This item supports SE - Service Excellence**.

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

Issue: To meet GFOA Certification of Achievement for Excellence in Financial Reporting for the amount of $10,500 - Project # 2324-01-511-S18-01

Fiscal Consideration: $10,500.00

Staff Recommendation: Staff recommends approval to enter into Service Contract

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 11/29/2023
Mayra Gomez	Approved - 12/1/2023
Karla Saavedra	Approved - 12/1/2023
Hilda Pedraza	Approved - 12/1/2023
Ricardo Rodriguez	Approved - 12/1/2023
City Management Office	Final Approval - 12/1/2023

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

Authority; Execution. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

CITY OF PHARR, TX

By: _____
Name: _____
Title: _____

Date: _____

Purchase Order Required: Yes ____ No ____

Exhibit A

DebtBook Quote

[See attached.]

DebtBook

City of Pharr, TX

Pharr, TX
118 S. Cage Blvd.
Pharr, TX 78577
US

Quote created: November 21, 2023
Quote expires: December 15, 2023
Quote created by: Jake McGlone
Partner Account Executive
jake.mcglone@debtbook.com

Karla Saavedra
karla.saavedra@pharr-tx.gov
956-402-4150 Ext. 1907

Comments from Jake McGlone

The Initial Term of this Order Form is one year. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address: karla.saavedra@pharr-tx.gov

This Quote is in reference to BuyBoard Contract Number 692-23. BuyBoard pricing calls for a minimum 5% discount on the annual subscription fee.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 2 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSST2-2	1	$10,000.00 / year	$9,500.00 / year after 5% discount for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 2 - Lease & Subscription Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23LSPI2-2	1	$2,500.00	$1,000.00 after $1,500.00 discount for 1 year
			Total	**$10,500.00**

Questions? Contact me

Jake McGlone
Partner Account Executive
jake.mcglone@debtbook.com

Exhibit B

Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support**.**

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

DebtBook

Pharr, TX

What is DebtBook?

- DebtBook is a cloud-based application built specifically for public finance and accounting teams to help with debt, lease, and subscription management
- DebtBook's lease and subscription management solutions provide automated reporting for key compliance standards, GASB 87 & 96 such as:
  - Lease/Subscription schedules
  - Comprehensive Journal Entries
  - Year End Audit Notes
    - Designed to meet GFOA Certificate of Achievement for Excellence in Financial Reporting standards
  - Payment Reporting
  - Consolidated calendar system for key dates related to lease and subscription contracts
    - Start/End dates
    - Payments dates
  - Tracking leases and subscriptions by unique allocations
    - Funds
    - Purposes
    - Projects
    - Departments
  - Unlimited document storage for all lease and subscription contracts

Why DebtBook?

- Cloud-based
- Unlimited users and sharing with outside professionals
- Premium Implementation for GASB 87 & 96
- Ever evolving solution (3 products in 1 platform) with weekly product releases
- Accurate reporting & streamlined compliance
- Built specifically for the public sector - 2,100+ Public Sector Clients
- 340+ clients in Texas

Similar Issuers Using DebtBook

- Hidalgo County, TX
- McAllen, TX
- Mission, TX
- Harlingen, TX
- Brownsville, TX
- Laredo, TX
- Port Aransas, TX
- Aransas Pass, TX
- Carrizo Springs, TX
- 340+ clients in Texas

Outstanding Implementation & Support

"By far one of the easiest implementations in my 25-year career! DebtBook was outstanding!"

Aileen Staples
CFO, Wake Forest, NC

"The team is awesome as always – great service, quick responses, and they check up to make sure all's going well."

Lucio Cruz
Revenue / Cash Manager, Nueces County, TX

"DebtBook is wonderful. By far one of the best implementations of any software ever."

Paula Parker
Director of Finance, Brighton, NY

"Some of the best customer service and responsiveness I've seen in a very long time."

Marie Friedman
CFO, Burlington, VT

Premium Implementation

IMPLEMENTATION LED BY OUR SPECIALISTS

Estimated timeline: Approximately 90 days from the time all documents are uploaded

Includes:

- Dedicated Implementation Specialist
- Subscription detail extraction by DebtBook
- One bulk upload of subscription data into the platform by DebtBook
- 1:1 Training with Your Implementation Specialist
- Live Group Trainings and Q&A
- Profile review and wrap up

HOW IT WORKS:

1. Your team has an initial kick-off call with your Implementation Specialist to review process & responsibilities.
2. Your team uploads all documents to designated location.
3. DebtBook performs a single document review to extract data and classify documents.
4. Your team verifies data provided and sends any missing or requested documentation.
5. Once you have verified the data, DebtBook begins a single upload of all data into the platform.
6. Your team performs final verification in the platform & any necessary updates are made.

Proposed Pricing for City of Pharr, TX

Lease and Subscription Management

$9,500
Annual Subscription Fee

$1,000
Premium Implementation Fee

Includes

- Premium Implementation Service
- Unlimited users and sharing with outside professionals
- Historical lease and subscription contract tracking
- 12-months of service with option to renew
- Option to add debt management in future

Return on Investment

Organizations purchase DebtBook for many reasons, the most prevalent are summarized below.

1. Efficiency Gains & Improved Resource Allocation
2. Improved Financial Controls & Risk Mitigation
3. Better Visibility & Decision Making
4. Secured Reputation & Rating

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: November 28, 2023
MEETING DATE: December 4, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, appointing City Manager. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Appointment of City Manager.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: Not to appoint

Exclude Material from Public Packet? No
Reason: Section 551.074

ROUTING:

Hilda Pedraza	Created/Initiated - 11/28/2023
Ricardo Rodriguez	Approved - 11/28/2023
City Management Office	Final Approval - 11/28/2023