



**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, MAY 20, 2024**

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

1. CALL TO ORDER:

- A) Roll call and possible action on the excusing of any absent member of the governing board.
- B) Pledge of Allegiance/Invocation.

2. PROCLAMATIONS:

- A) Proclamation proclaiming May 2024 as National Stop the Bleed Month.
- B) Proclamation proclaiming May 19-25, 2024 as National Public Works Week.

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

4. 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

5. 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) Submission of Sales Tax Collection Report for May 2024.

B) City Events of Interest.

1. Grant announcement celebration with Texas A&M Forest Service.
2. Recognition of outstanding public service from Tierra Del Sol Golf Course staff member.

6. 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 May 6, 2024 - 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 6.154 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being a portion of South Veterans Boulevard and East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, and a 79.022 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being out of Lots 47 through 55, and a portion of a 40 ft. road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 inclusive of the San Juan Plantation Subdivision located at the northeast corner of South Veterans Boulevard and East Hi Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas. **(3rd and Final Reading) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-33 Municipal Fiber Optic Fee Schedule **(3rd and Final Reading).** **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

D) Consideration and action, if any, authorizing City Manager to ratify Emergency Sanitary Sewer Manhole Collapse Service Repairs. **This item supports IF - Infrastructure.** (PURCHASING)

AGENDA REGULAR MEETING
May 20, 2024

E) Consideration and action, if any, authorizing City Manager to reject single bid and advertise the re-letting of the Fiscal Year 2016 Donations Acceptance Program (FY 16 DAP) projects. **This item supports IF - Infrastructure. (ENGINEERING)**

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

1. Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lot 1-A and the East 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. CUP#180648 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 701 East Nolana Loop, Suite #3A. CUP#230384 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

3. Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas. The property's physical address is 6804 South Cage Boulevard. CUP#200525 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

4. Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. CUP#190641 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

5. Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center LLC., are requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard. CUP#230275 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

6. Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

G) PLATS:

1. Melden & Hunt Inc., representing Humberto Tijerina and Evangelina A. Tijerina, Trustees, is requesting final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1. The property is legally described as being a Resubdivision of 1.644 acres, consisting of 1.144 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of an acre being all of Ordonez Subdivision being all of Lot 1, Pharr, Hidalgo County, Texas. The property is located within the 1800 Block of South Cage Boulevard. SUB#210513 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, amending Ordinance No. O-2022-47 regarding Water Conservation and Drought Contingency Plan (***Adoption on One Reading***). **This item supports QL - Quality of Life.** (PUBLIC UTILITIES)

B) Consideration and action, if any, on Resolution appointing City Clerk. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Community Development Council. **This item supports SG - Sound Governance and Fiscal Sustainability.** (GMCD)

D) Consideration and action, if any, on Resolution appointing / reappointing two (2) regular members and one (1) alternate member to the Planning and Zoning Commission. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

8. PURCHASING:

A) Consideration and action, if any, on Change Order No. 1 in the amount of \$7,265.84 for the purchase of one (1) Fuel and Lube Truck from Rush Truck Center of Pharr, Texas through Buy Board Purchasing Cooperative No. 601-19. **This item supports SE -Service Excellence.** (PURCHASING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City Manager to negotiate and enter into agreement with B2Z Engineering from Mission, Texas for Construction Material Testing (CMT) Services for the Pharr-Reynosa International Bridge Expansion Project in the amount of \$1,498,663.38. **This item supports IF - Infrastructure.** (ENGINEERING)

AGENDA REGULAR MEETING
May 20, 2024

B) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with AJ's Heating - Cooling & More, LLC. from Edinburg, Texas for City Wide On-Call HVAC Services. **This item supports IF - Infrastructure.** (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with CAMVIO Inc. from Los Angeles, CA for billing and operations software services for TeamPharr.Net **This item supports SE - Service Excellence.** (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Ezequiel Ordonez Animas d/b/a Border Infrastructure Consulting, LLC. for Professional Consulting and Lobbying Services. **This item supports EV - Economic Vitality.** (BRIDGE)

E) Consideration and action, if any, on authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase VI) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. **This item supports EV - Economic Vitality.** (BRIDGE)

F) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Capex Resources Group from Frisco, Texas to conduct the Water Rate Study. **This item supports QL - Quality of Life.** (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with RGV Vocational Services L.L.C. for Emergency Medical Services student clinical ride-outs. **This item supports SE - Service Excellence.** (EMERGENCY MEDICAL SERVICES)

H) Consideration and action, if any, on First Amendment to PCS Site Agreement with STC Five LLC. for the lease of land at Jose "Pepe" Salinas Recreation Center for the Cellular Tower. **This item supports IF - Infrastructure.** (PURCHASING)

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

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

AGENDA REGULAR MEETING
May 20, 2024

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.

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

12. ADJOURNMENT:

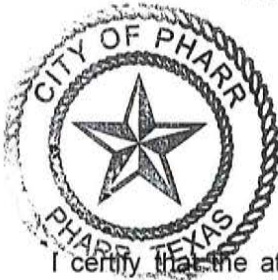
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of May 2024 at 3:55 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).

AGENDA REGULAR MEETING
May 20, 2024

WITNESS MY HAND AND SEAL, this 17th day of May 2024





HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, acts of terrorism and unstable individuals can lead to casualties with massive bleeding, where if response is delayed can result in death. The month of May is National Stop the Bleed Month and May 25, 2022, is National Stop the Bleed Day. President Barack Obama's policy directive for national preparedness (Presidential Policy Directive 8), targets preparedness as a shared responsibility of the government, the private and nonprofit sectors, and individual citizens; and

WHEREAS, the public learns and performs CPR and must learn proper bleeding control techniques, including how to use their hands, dressings, and tourniquets; and

WHEREAS, victims can die quickly from uncontrolled bleeding, within 5 to 10 minutes. Bleeding Control.org, an initiative of the American College of Surgeons and the Hartford Consensus along with private and nonprofit partners, can help prepare you in the event you are witness to one of these unspeakable events; and

WHEREAS, the Trauma Regional Advisory Council (TRAC-V) is partnered with BleedingControl.org to provide Stop the Bleed training to the citizens of the Rio Grande Valley. A free training for the public will be offered on May 23, 2024, at the Pharr EMS Headquarters.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim May 2024 as:

“National Stop the Bleed Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20th day of May 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Pharr; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are managers, supervisors, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Pharr to gain knowledge and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and

WHEREAS, we urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, supervisors, managers and employees to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim the week of May 19 - 25, 2024 as:

“National Public Works Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20th day of May 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

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 - 5/16/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

FROM: Jamison Merrick, Asst. Director of
Office of Organizational & Strategic
Excellence

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for May 2024.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS: The City of Pharr shows an INCREASE of 1.55% for YTD May 2024 compared to last YTD May 2023 and 0.93% DECREASE in May 2024 payments compared to May 2023 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: B

ROUTING:

Jamison Merrick
City Management Office

Created/Initiated - 5/16/2024
Final Approval - 5/17/2024



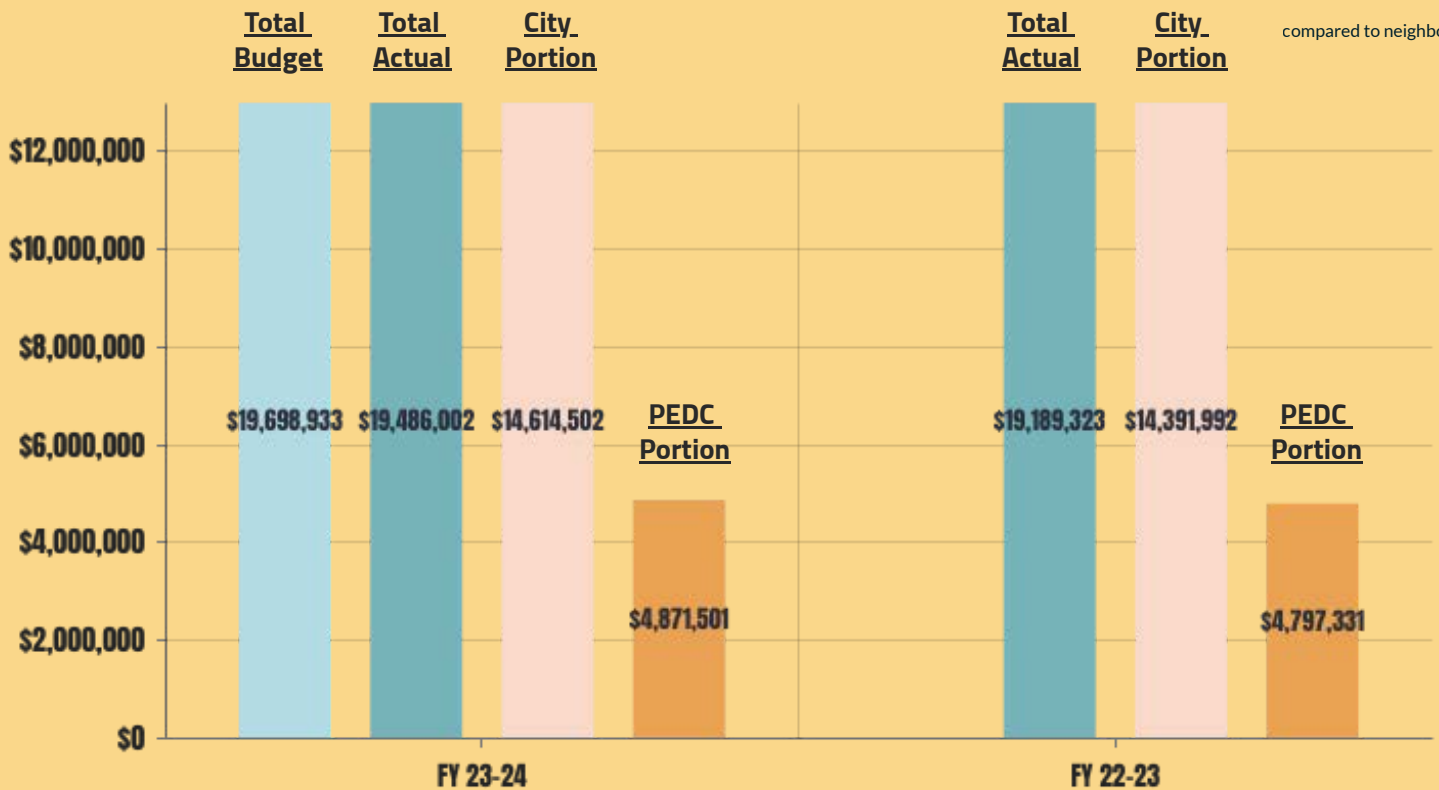
CITY OF PHARR SALES TAXES

as of May 2024
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



0.61% YTD

Increase in Sales Tax from
Last Year*



-0.93%

Compared to May 2023
Cash Basis.



-1.08%

Below Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 1.55%

CREATED BY

Jamison Merrick





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

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

Created/Initiated - 5/16/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.1.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Garza

Agenda Item: Grant announcement celebration with Texas A&M Forest Service.

Classification: Regular

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

Issue: Grants announcement celebration with Texas A&M Forest Service.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends announcement celebration.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Cynthia Garza

City Management Office

Created/Initiated - 5/16/2024

Approved - 5/16/2024

Final Approval - 5/17/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.2.

DATE SUBMITTED: May 9, 2024

MEETING DATE: May 20, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Sergio Alanis

Agenda Item: Recognition of outstanding public service from Tierra Del Sol Golf Course staff member.

Classification: Regular

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

Issue: Recognition of outstanding public service from Golf staff member.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of staff member.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Sergio Alanis
City Management Office

Created/Initiated - 5/9/2024
Approved - 5/9/2024
Final Approval - 5/17/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Hilda Pedraza

Agenda Item: Approval of Minutes for May 6, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Approval of Minutes for May 6, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 5/15/2024
Final Approval - 5/15/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 6, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 6, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
Hilda Pedraza, ACM/City Clerk
Imelda Perez, Assistant City Clerk
Ruben Alfaro, City Engineer
Jamison Merrick, Interim Finance Director
Veronica Ramirez, HR Director
Michael Rodriguez, Deputy Police Chief
Alberto Gonzalez, Assistant Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Mayra Gomez, Purchasing Director
Daniel Ramirez, EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Cynthia Gutierrez, Public Health Director
Victor Perez, P.E.D.C. 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

MINUTES: REGULAR CALLED MEETING
May 6, 2024

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Adolfo Garcia, Library Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MAY 6, 2024 AS AGE FRIENDLY CITY DAY

Jonathan Flores, City Manager, introduced the item.

Dr. Sudershan Pasupuleti, professor at UTRGV School of Social Work, thanked the Commission for the proclamation. He stated the age friendly community was an advocacy project that would be used to promote a friendly environment for the elderly people in the communities of the Rio Grande Valley.

Comm. Pacheco read proclamation proclaiming May 6, 2024 as Age Friendly City Day and presented proclamation to Dr. Sudershan Pasupuleti.

B) PROCLAMATION PROCLAIMING MAY 12-18, 2024 AS PHARR POLICE MEMORIAL WEEK

Jonathan Flores, City Manager, introduced the item.

Michael Rodriguez, Deputy Police Chief, thanked the Commission for the proclamation. He briefly stated the proclamation memorialized all fallen police officers who died in the line of duty.

Comm. Carrillo read proclamation proclaiming May 12 – 18, 2024 as Pharr Police Memorial Week and presented proclamation to Deputy Police Chief Michael Rodriguez and staff.

C) PROCLAMATION PROCLAIMING MAY 19-25, 2024 AS NATIONAL EMS WEEK

Jonathan Flores, City Manager, introduced the item.

Daniel Ramirez, EMS Chief, thanked the Commission for the recognition and stated the purpose was to recognize the EMS staff for their hard work and introduce new younger people that would like to pursue the EMS field type of work.

Comm. Caballero read proclamation proclaiming May 19 – 25, 2024 as National EMS Week and presented proclamation to EMS Chief Ramirez and staff.

D) PROCLAMATION PROCLAIMING MAY 2024 AS NATIONAL STROKE AWARENESS MONTH

Jonathan Flores, City Manager, introduced the item.

Mario Lizcano, DHR Health Director, and DHR staff members thanked the Commission for the proclamation. He stated the proclamation was to raise awareness in stroke prevention to the community and introduced DHR staff members present.

Dr. Patricia Fernandez thanked the City of Pharr for joining forces with DHR Hospital. She briefly explained a stroke was the main cause of disability or death in the state of Texas and highlighted the importance of knowing the symptoms of a stroke to better help the community, friends, and families.

Irene Lares, Vice President Neuroscience at DHR, thanked the Commission for their support and stated stroke prevention awareness was important because based on data collected only 17% of the population within our region was arriving to the hospital within the first hour. Ms. Lares stated so many lives were lost due to a stroke and educating our community was very important.

Comm. Chavez read proclamation proclaiming the month of May 2024 as National Stroke Awareness Month and presented proclamation to Mario Lizcano and DHR staff members.

ITEM 3. PUBLIC TESTIMONY

Jonathan Flores, City Manager, introduced the item.

Esteban Cardenas spoke on agenda item 6.I and stated he was in favor of the request for qualifications for the item.

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) CITY ENGINEER'S REPORT

Jonathan Flores, City Manager, introduced the item. He stated Ruben Alfaro, City Engineer, was in the audience and questions could be entertained at this time.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR APRIL 2024. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY

MINUTES: REGULAR CALLED MEETING

May 6, 2024

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 1.95% year to date true growth. He stated Jamison Merrick, Interim Finance Director, was in the audience and questions could be entertained at this time.

C) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps on Paint the Park Event, Mayor's Prayer Luncheon, and Pharr Warrior Race.

Yuri Gonzalez, Chief Communications Officer, further reported the Night Under the Stars Mother's Day event would take place on Friday, May 10, 2024 at Pharr One Amphitheater at 1121 E. Nolana Loop. She stated there would be live music performances, photo-ops, and surprise gifts for moms in attendance.

Yuri Gonzalez, Chief Communications Officer, reported the Pharr Police Memorial Ceremony event would take place on Tuesday, May 14, 2024 at EMS Headquarters at 3000 N. Cage Boulevard from 9:00 a.m. to 11:00 a.m. She stated this event was to honor fallen officers and extended an invitation to the public to attend.

Yuri Gonzalez, Chief Communications Officer, further reported the Pharr Police Memorial Service would take place on Wednesday, May 15, 2024 at Calvary Christian Center located at 1700 N. Jackson Rd. from 11:00 a.m. to 12:00 p.m.

Yuri Gonzalez, Chief Communications Officer, also reported the Meet Our Pharr Public Safety Dispatch Team event would take place on Thursday, May 16, 2024 at Public Safety Communications building at 100 W. Ferguson Avenue at 5:30 p.m. She stated this would be a great opportunity for the community to come meet the Communications staff and extended an invitation to the public to attend.

Yuri Gonzalez, Chief Communications Officer, reported the Mind Matters Health Fair event would take place on Friday, May 17, 2024 at Pharr One – French Garden located at 1121 E. Nolana Loop from 6:00 p.m. to 8:00 p.m. Ms. Gonzalez stated this event was being hosted by the Pharr Police Department and was focused on mental health awareness. She further stated there would be informational booths, vendors, food and music and extended invitation to the public to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported Pharr EMS would be hosting Stop the Bleed free classes on Thursday, May 23, 2024 at Pharr EMS Headquarters located at 3000 N. Cage Blvd. She stated there was a total of five classes being held starting from 8:30 a.m. to 8:00 p.m. and encouraged the public to register for one of these classes.

1. RECOGNITION FOR AWARDS OBTAINED BY PUBLIC SAFETY COMMUNICATIONS DEPARTMENT

Jonathan Flores, City Manager, recognized Carlos Avendano, Public Safety Telecommunicator, for the Silent Hero Award and Kenneth Ennis, Public Safety Communications Director, for the Operational Professional of the Year Award and Presidential Award received during the Public Safety Conference. He congratulated both for their efforts and leadership and for representing the City of Pharr well.

Kenneth Ennis, Public Safety Communications Director, thanked the Commission for the recognition and stated the awards received were accomplished by his entire staff. He further recognized Carlos Avendano for his award and stated the award was presented to a select group of individuals that go above and beyond the normal requirements and never seek recognition for their efforts.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR APRIL 1, 2024 REGULAR CALLED MEETING AND APRIL 15, 2024 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 6.154 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, BEING A PORTION OF SOUTH VETERANS BOULEVARD AND EAST HI LINE ROAD, SAID PORTION BEING OUT OF PARCELS 70B, 70C, AND 70D, AND A 79.022 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, BEING OUT OF LOTS 47 THROUGH 55, AND A PORTION OF A 40 FT. ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1 AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION LOCATED AT THE NORTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND EAST HI LINE ROAD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ), IN HIDALGO COUNTY, TEXAS. (2ND READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2023-33 MUNICIPAL FIBER OPTIC FEE SCHEDULE (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (IT)**

MINUTES: REGULAR CALLED MEETING

May 6, 2024

- D) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RE-ADVERTISE THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT PHASE II (CSJ 0921-02-432). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**
- E) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE COMMERCIAL VEHICLE PARKING AREA (CSJ# 0921-02-423). THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**
- F) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL ARCHITECTURAL SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**
- G) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL ENGINEERING SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**
- H) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL SURVEYING SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**
- I) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS (RFQ'S) FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER AND WASTEWATER IMPROVEMENT PROJECTS. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**
- J) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
1. **ALDO MARQUEZ, DBA MULA CANTINITA, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.070 ACRES, MORE OR LESS, OUT OF LOT A, MEDICAL RIDGE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1401 SOUTH JACKSON ROAD, SUITES 7 & 8. CUP#240305 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY**
 2. **RAUL CORREA, DBA TINY CANTINA, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.040 ACRES, MORE OR LESS, OUT OF LOT A, MEDICAL RIDGE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1401 SOUTH JACKSON ROAD, SUITE 2. CUP#240407 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY**

MINUTES: REGULAR CALLED MEETING

May 6, 2024

3. FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS 0.071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1 LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY
4. RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST PARK AVENUE. CUP#040213 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY
5. JOSE ALBERTO HERNANDEZ, D/B/A DOC'S BILLIARDS & SPORTS BAR, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE SOUTH 150 FT. OF LOTS 17, 18 AND 19, BLOCK 1, SAN PATRICIA ACRES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 917 WEST FERGUSON AVENUE. CUP#130630 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY
6. TAQUERIA BORREGO PINTO, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 212, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6615 SOUTH JACKSON ROAD. CUP#180208 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY
7. CHIPOTLE TEXAS, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRES, MORE OR LESS, OUT OF THE REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-1. CUP#160942 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY

Jonathan Flores, City Manager, introduced the consent agenda and recommended approval.

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

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) **CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PHARR INTERNATIONAL TOLL BRIDGE BOARD.**

THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended Roberto Garza Ramos to the Pharr International Toll Bridge Board.

Comm. Carrillo **moved** to appoint Roberto Garza Ramos to the Pharr International Toll Bridge Board. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-29 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE OF NEW FURNITURE FOR THE PHARR MEMORIAL LIBRARY FROM LIBRARY INTERIORS OF TEXAS, LLC. FROM LAKEWAY, TEXAS IN THE AMOUNT OF \$67,810.76 (BUY BOARD COOPERATIVE PURCHASE CONTRACT NO. 667-22). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO FEE NEGOTIATIONS AND SCOPE OF SERVICES WITH CAPEX RESOURCES GROUP FROM FRISCO, TEXAS TO CONDUCT THE WATER RATE STUDY. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

Comm. Chavez asked for additional information regarding the water study. Ruben Rosales, Public Utilities Director, briefly stated the water rate study was for all future projects related to water and wastewater.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 2 IN THE AMOUNT OF \$3,430.22 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH RRP CONSULTING ENGINEERS FOR THE HI-LINE WEST ROAD PROJECT. THIS ITEM SUPPORTS INFRASTRUCTURE - IF (ENGINEERING)

Jonathan Flores, City Manager, introduced the item.

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

Mayor Hernandez asked for additional details regarding the amendment. Ruben Alfaro, City Engineer, briefly explained there were additional requirements by the Texas Historical Commission for additional testing to obtain environmental clearance.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DRISCOLL CHILDRENS HOSPITAL FOR GROUND EMERGENCY AND NON-EMERGENCY AMBULANCE TRANSPORT SERVICES. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, City Manager, introduced the item.

Comm. Chavez **moved** to approve. Comm. Carrillo seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONTRACT FOR THE COLLECTION SYSTEM IMPROVEMENTS AND LIFT STATION ELIMINATION PROJECT (TWDB) THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ENGINEERING)

Jonathan Flores, City Manager, introduced the item and recommended awarding the project to MOR-WILL LLC.

Comm. Medina **moved** to approve as recommended. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

ITEM 10. CLOSED SESSION

None

ITEM 11. RECONVENE

MINUTES: REGULAR CALLED MEETING
May 6, 2024

None

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:01 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 6th DAY OF MAY 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

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 6.154 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being a portion of South Veterans Boulevard and East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, and a 79.022 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being out of Lots 47 through 55, and a portion of a 40 ft. road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 inclusive of the San Juan Plantation Subdivision located at the northeast corner of South Veterans Boulevard and East Hi Line Road, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas. **(3rd and Final Reading) This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This item is the 3rd and final reading 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 6.154 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being a portion of South Veterans Boulevard and East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, and a 79.022 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, being out of Lots 47 through 55, and a portion of a 40 ft. road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 inclusive of the San Juan Plantation Subdivision located at the northeast corner of South Veterans Boulevard and East Hi Line 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 - 5/14/2024

Ricardo Rodriguez
City Management Office

Approved - 5/14/2024
Final Approval - 5/15/2024

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 85.17 ACRES OF LAND AND RIGHT OF WAY, MORE OR LESS, GENERALLY LOCATED ON SOUTH VETERANS BOULEVARD AND EAST HI LINE 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 85.17 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,682 acres (24.50 square miles) as of December 4, 2023; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, April 15, 2024, 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 85.17 acres for a total of approximately 15,767.17 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 15th day of April 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of May 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

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 20th day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

City of Pharr
Notice of Public Hearing

The City of Pharr intends to extend the present corporate limits by annexing land within the City's Extra Territorial Jurisdiction. The Department of Development Services will hold a public hearing regarding the proposed annexation. Any and all persons interested are encouraged to attend the public hearing and review the Service Plan for the area and voice their opinion. Said public hearing is scheduled as follows:

1. Monday, April 15, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

The properties are legally described as follows:

- *A 79.022-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1 and 5 to 32 Inclusive of the San Juan Plantation Subdivision located at the Northeast Corner of East Hi Line Road & South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.*
- *A 6.154-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being a portion of South Veterans Boulevard and East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.*

I, certify that the above notice of public hearing was posted on the bulletin board at City Hall on this the 2nd day of April 2024, at 12:00 p.m. and in the City of Pharr web site (www.pharr-tx.gov)




Hilda Pedraza, City Clerk

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

Document No: 3201939

Billable Pages: 29

Recorded On: March 12, 2021 03:07 PM

Number of Pages: 30

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

Total Recording: \$ 148.00

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

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

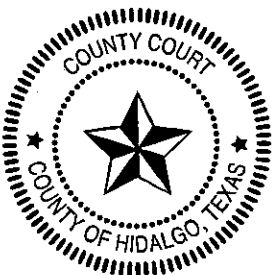
File Information:

Document No: 3201939
Receipt No: 20210312000332
Recorded On: March 12, 2021 03:07 PM
Deputy Clerk: Tania Rivera
Station: McAllen-cc-k23

Record and Return To:

eRecording Partners
1301 Washington Ave. Suite 350

Golden CO 78589



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

WARRANTY DEED

Date: March 1, 2021

Grantor: KVS Family Limited Partnership, a Texas limited partnership

Grantor's Mailing Address (including county): 2001 S. Cynthia St. Ste. C
McAllen, Texas 78503
Hidalgo County, Texas

Grantee: KVS Development, LLC, a Texas limited liability company

Grantee's Mailing Address (including county): 2001 S. Cynthia St. Ste. C
McAllen, Texas 78503
Hidalgo County, Texas

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

Property (including any improvements):

See Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2021 and subsequent years.
2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

Signature on Following Page

KVS Family Limited Partnership

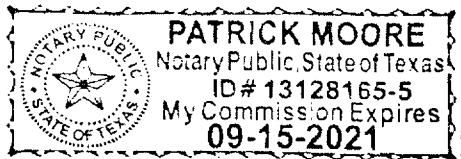
By: KVS Land Co., Inc., General Partner

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

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1st day of March, 2021, by K.V. Chowdary, President of KVS Land Co., Inc., a Texas corporation, general partner of KVS Family Limited Partnership, a Texas limited partnership, on behalf of said corporation and limited partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

KVS Development, LLC
2001 S. Cynthia St. Ste. C
McAllen, TX 78503

PREPARED BY:

Law Office of Patrick Moore, PLLC
1801 S. 2nd St. Ste. 380
McAllen, TX 78503

EXHIBIT A

Legal Description of the Property

TRACT A – PARCEL 1

DESCRIPTION, of a 1,058,072 square foot (24.290 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 80, 81, and 83 through 85 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 24.290 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004):

BEGINNING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described as Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, along the said north right-of-way line of US 281, the north line of the said State of Texas Parcel 8 tract, the north line of a called 26,492.73 square foot tract of land described as Parcel 6 in said Deed to the State of Texas, and the north line of a called 2,349.893 square foot tract of land described as Parcel 5 in said Deed to the State of Texas, over and across the said called 700.07 acre tract and said Lots 85, 84, and 83, the following four (4) calls:

South 53 degrees, 33 minutes, 30 seconds West, a distance of 141.27 feet to a point for corner, from which a 1/2-inch iron rod found bears South 77 degrees, 05 minutes West, a distance of 4.48 feet;

North 81 degrees, 26 minutes, 58 seconds West, a distance of 123.47 feet to a point for corner and the beginning of a non-tangent curve to the left, from which a 5/8-inch iron rod found disturbed bears South 84 degrees, 36 minutes West, a distance of 2.11 feet;

In a westerly direction, along said curve to the left, having a central angle of 08 degrees, 15 minutes, 21 seconds, a radius of 4,990.76 feet, an arc distance of 719.12 feet, and a chord bearing North 86 degrees, 35 minutes, 37 seconds West, a distance of 718.50 feet to the beginning of a reverse curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 08 degrees, 04 minutes, 30 seconds, a radius of 5,970.50 feet, an arc distance of 841.45 feet, and a chord bearing North 85 degrees, 39 minutes, 11 seconds West, a distance of 840.76 feet to a point for corner in the west line of the said called 700.07 acre tract, the west line of said Lot 83, and the east line of the Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north line of the State of Texas tracts and the said north right-of-way line of US 281, along the said west line of the said called 700.07 acre tract, the said west line of Lot 83, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, a distance of 499.80 feet to a point for the southwest corner of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, from which a 1/2-inch iron rod found bears South 87 degrees, 54 minutes East, a distance of 4.15 feet;

THENCE, departing the said the west line of the called 700.07 acre tract, the said west line of Lot 83, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, along the said south line of the County of Hidalgo tracts, over and across said Lots 83 and 84, and over and into said Lot 85 and the said called 700.07 acre tract, the following five (5) calls:

South 85 degrees, 10 minutes, 42 seconds East, a distance of 634.54 feet to a point for the beginning of a tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 19 degrees, 38 minutes, 32 seconds, a radius of 240.00 feet, an arc distance of 82.28 feet, and a chord bearing North 85 degrees, 00 minutes, 02 seconds East, a distance of 81.87 feet to a point for the end of said curve;

North 75 degrees, 10 minutes, 46 seconds East, a distance of 562.87 feet to a point for the beginning of a tangent curve to the right;

In an easterly direction, along said curve to the right, having a central angle of 11 degrees, 30 minutes, 17 seconds, a radius of 75.00 feet, an arc distance of 15.06 feet, and a chord bearing North 80 degrees, 55 minutes, 55 seconds East, a distance of 15.03 feet to a point for the end of said curve;

North 86 degrees, 41 minutes, 03 seconds East, a distance of 545.52 feet to a point in the said west right-of-way line of SH 365 for the northwest corner of the said called 182,461.89 square foot State of Texas tract;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south line of the County of Hidalgo tracts, along the said west right-of-way line of SH 365, continuing over and into the said called 700.07 acre tract and said Lot 85, a distance of 674.33 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,058,072 square feet or 24.290 acres of land, more or less.

TRACT A - PARCEL 2

DESCRIPTION, of a 1,903,567 square foot (43.700 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lots 69 and 70 and part of Lots 71 and 80 through 82 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 43.700 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004):

COMMENCING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, departing the said north right-of-way line of US 281, along the said west right-of-way line of SH 365 and the west line of the said called 182,461.89 square foot tract, over and across Lot 85 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, and over and into the said called 700.07 acre tract and said Lot 80, passing at a distance of 674.33 feet the south line of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, and continuing over and across said tracts, in all a distance of 842.96 feet to the **POINT OF BEGINNING** in the north line of the said County of Hidalgo tracts for the southwest corner of a called 215,168.03 square foot tract of land described in Deed to Hidalgo County Regional Mobility Authority described as Parcel 65 P-10 recorded in Document No. 2015-2660458, ORHCT;

THENCE, departing the said west right-of-way line of SH 365, along the said north line the County of Hidalgo tracts, over and across the said called 700.07 acre tract and Lots 80, 81, and 82, the following five (5) calls:

South 86 degrees, 41 minutes, 03 seconds West, a distance of 580.29 feet to a point for the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 11 degrees, 30 minutes, 17 seconds, a radius of 240.00 feet, an arc distance of 48.19 feet, and a chord bearing South 80 degrees, 55 minutes, 55 seconds West, a distance of 48.11 feet to a point for the end of said curve;

South 75 degrees, 10 minutes, 46 seconds West, a distance of 562.87 feet to a point for the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 19 degrees, 38 minutes, 32 seconds, a radius of 75.00 feet, an arc distance of 25.71 feet, and a chord bearing South 85 degrees, 00 minutes, 02 seconds West, a distance of 25.59 feet to a point for the end of said curve;

North 85 degrees, 10 minutes, 42 seconds West, a distance of 606.15 feet to a point for a re-entrant corner of said County of Hidalgo tracts, from which a 1/2-inch iron rod with cap stamped "RGE" found bears North 48 degrees, 35 minutes West, a distance of 0.58 feet;

THENCE, along the westernmost east line of said County of Hidalgo tracts, over and across said Lot 82 and Lot 69, the following two (2) calls:

North 08 degrees, 26 minutes, 45 seconds East, a distance of 762.03 feet to a point for the beginning of a tangent curve to the left;

In a northerly direction, along said curve to the left, having a central angle of 25 degrees, 10 minutes, 14 seconds, a radius of 165.00 feet, an arc distance of 72.49 feet, and a chord bearing North 04 degrees, 08 minutes, 22 seconds West, a distance of 71.90 feet to a point for the northernmost corner of the said County of Hidalgo tracts in the west line of the said called 700.07 acre tract, the west line of said Lot 69, and the east line of the Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the said west line of the called 700.07 acre tract, the said west line of Lot 69, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, a distance of 407.65 feet to a point for a re-entrant corner of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the northwest corner of said Lot 69;

THENCE, South 81 degrees, 58 minutes, 48 seconds East, departing the said west line of the called 700.07 acre tract, along the south line of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the north line of said Lots 69, 70, and 71, over and into the said called 700.07 acre tract, a distance of 1,777.78 feet to a point in the said west right-of-way line of SH 365 for the northwest corner of the said called 215,168.03 square foot tract;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south line of the Hidalgo County Irrigation District No. 2 Canal right-of-way and the said north line of Lot 71, along the said west right-of-way line of SH 365 and the west line of the said called 215,168.03 square foot tract, over and across said Lot 71, and over and into said Lot 80 and the said called 700.07 acre tract, a distance of 853.70 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,903,567 square feet or 43.700 acres of land, more or less.

TRACT A - PARCEL 3

DESCRIPTION, of a 991,752 square foot (22.767 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 67, all of Lot 68, and a portion of the abandoned Missouri Pacific Railroad Company (San Benito & Rio Grande Railway) right-of-way of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 22.767 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004):

COMMENCING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, departing the said north right-of-way line of US 281, along the said west right-of-way line of SH 365, the west line of the said called 182,461.89 square foot tract, and the west line of a called 215,168.03 square foot tract of land described as Parcel 65 P-10 in Deed recorded in Document No. 2015-2660458, ORHCT, over and across Lots 85, 80, 71, and the Hidalgo County Irrigation District No. 2 Canal right-of-way, a 100-foot right-of-way, of said Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, and over and into the said called 700.07 acre tract, passing at a distance of 674.33 feet the south line of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, and passing at a distance of 842.96 feet the north line of said County of Hidalgo tracts, continuing in all a distance of 1,796.66 feet to the **POINT OF BEGINNING** in the north line of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the south line of said Lot 67; said point also being the southwest corner of a called 127,827.16 square foot tract of land described as Parcel 65 P-9 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660460, ORHCT;

THENCE, North 81 degrees, 58 minutes, 48 seconds West, departing the said west right-of-way line of SH 365, along the said north line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, the said south line of Lot 67, and the south line of said Lot 68, over and across the said called 700.07 acre tract, a distance of 1,877.79 feet to a point in the east line of Lot 5 of the Re-Subdivision of Closner Subdivision and a Subdivision of 200.33 Acres in Porcion No. 71, an addition to Hidalgo County, Texas according to the plat recorded in Volume 1, Page 56-A, MRHCT, for the northernmost southwest corner of the said called 700.07 acre tract and the southwest corner of said Lot 68;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the west line of the said called 700.07 acre tract, the west line of said Lot 68, the said east line of Lot 5, and the east line of Lot

4 of said Re-Subdivision of Closner Subdivision, crossing the south right-of-way line of the said abandoned Missouri Pacific Railroad Company, and continuing in all a distance of 541.83 feet to a point for corner in the north right-of-way line of the said abandoned Missouri Pacific Railroad Company and the south right-of-way line of Hi-Line Road, a 40-foot right-of-way, from which a 5/8-inch iron rod found bears South 86 degrees, 19 minutes East, a distance of 10.09 feet;

THENCE, South 81 degrees, 24 minutes, 03 seconds East, departing the said west line of the called 700.07 acre tract and the said east line of Lot 4, along the said south right-of-way line of Hi-Line Road and the said north right-of-way line of the abandoned Missouri Pacific Railroad Company, over and across the said called 700.07 acre tract, a distance of 1,547.80 feet to a point in the west right-of-way line of SH 365, a variable width right-of-way at this point, for the north west corner of said called 127,827.16 square foot tract;

THENCE, departing the said south right-of-way line of Hi-Line Road, the said north right-of-way line of the abandoned Missouri Pacific Railroad Company, and the said north line of Lot 67, along the said west right-of-way line of SH 365 and the west line of the said called 127,827.16 square foot tract, over and across the said abandoned Missouri Pacific Railroad Company right-of-way and said Lot 67, over and into the said called 700.07 acre tract, the following four calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner from which a 1/2-inch iron rod found bears South 34 degrees, 57 minutes East, a distance of 0.26 feet;

South 81 degrees, 24 minutes, 03 seconds East, a distance of 280.00 feet to a point for corner from which a 1/2-inch iron rod found bears North 60 degrees, 00 minutes West, a distance of 0.50 feet;

South 36 degrees, 24 minutes, 30 seconds East, a distance of 70.72 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 452.85 feet to the **POINT OF BEGINNING**;

CONTAINING: 991,752 square feet or 22.767 acres of land, more or less.

TRACT B – PARCEL 1

DESCRIPTION, of a 3,532,149 square foot (81.087 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 47 through 55 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lots 3 and 4 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 81.087 acre tract being more particularly described as follows:

BEGINNING, at a point for corner at the intersection of the north right-of-way line of Hi-Line Road, a 40-foot right-of-way and the east line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of Veterans Boulevard, over and across said Lots 3 and 4 of Closner Subdivision, a distance of 1,598.83 feet to a point for corner in the south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, an 80-foot right-of-way;

THENCE, South 69 degrees, 42 minutes, 41 seconds East, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, over and across said Lot 3 of the of Closner Subdivision and said Lots 47 through 50 of San Juan Plantation Subdivision, a distance of 2,735.37 feet to a point in the west right-of-way line of State Highway 365 (SH 365) for the northwest corner of a called 3,001.81 square foot tract of land described as Parcel 65 P-5 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660461, ORHCT;

THENCE, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, along the said west right-of-way line of SH 365, over and across said Lots 47, 54 and 55 of San Juan Plantation Subdivision the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, along the said easternmost west line of said Parcel 65 P-5, passing at a distance of 35.27 feet the southwest corner of the said Parcel 65 P-5 and passing at a distance of 75.27 feet the northwest corner of a called 258,976.46 square foot tract of land described as Parcel 65 P-6 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660462, ORHCT, and continuing along the said west line of the said called Parcel 65 P-6, a distance of 974.61 feet to a point for corner;

South 53 degrees, 35 minutes, 03 seconds West, along the southernmost north line of said Parcel 65 P-6, a distance of 70.71 feet to a point for corner;

North 81 degrees, 24 minutes, 03 seconds West, along the said southernmost north line of Parcel 65 P-6, a distance of 280.00 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, along the westernmost west line of said Parcel 65 P-6, a distance of 20.00 feet to a point for corner in the said north right-of-way line of Hi-Line Road;

THENCE, North 81 degrees, 24 minutes, 03 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of Hi-Line Drive, over and across said Lots 51 through 54, a distance of 2,348.21 feet to the **POINT OF BEGINNING**;

CONTAINING: 3,532,149 square feet or 81.087 acres of land, more or less.

TRACT B – PARCEL 2

DESCRIPTION, of a 1,258,411 square foot (28.889 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 47 through 50 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lot 3 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 29.889 acre tract being more particularly described as follows:

COMMENCING, at a point for corner at the intersection of the north right-of-way line of Hi-Line Road, a 40-foot right-of-way and the east line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of Veterans Boulevard, over and across Lots 3 and 4 of said Closner Subdivision, passing at a distance of 1598.83 feet the south right-of-way line of a Hidalgo County Irrigation District No. 2 drainage ditch, an 80-foot right-of-way, in all a distance of 1,681.00 feet to the **POINT OF BEGINNING** in the north right-of-way line of said Hidalgo County Irrigation District No. 2 drainage ditch;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, along the said east right-of-way line of Veterans Boulevard, over and across said Lot 3 of Closner Subdivision, a distance of 365.73 feet to a point for corner in the south right-of-way line of a Hidalgo County Irrigation District No. 2 Canal;

THENCE, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, over and across said Lot 3 of Closner Subdivision and said Lots 47 through 50 of San Juan Plantation Subdivision, the following two (2) calls:

South 81 degrees, 25 minutes, 34 seconds East, a distance of 800.41 feet to a point for corner;

South 66 degrees, 39 minutes, 19 seconds East, a distance of 1,942.26 feet to a point in the west right-of-way line of State Highway 365 (SH 365) for the northwest corner of a called 108,829.51 square foot tract of land described as Parcel 65 P-4 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660464, ORHCT;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the said west right-of-way line of SH 365 and the said west line of Parcel 65 P-4, over and across said Lot 47 of San Juan Plantation Subdivision, a distance of 425.94 feet to a point in the north right-of-way line of the said Hidalgo County Irrigation District No. 2 drainage ditch for the southwest corner of said Parcel 65 P-4;

THENCE, North 69 degrees, 42 minutes, 41 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2. drainage ditch, over and across said Lots 47 through 50 of San Juan Plantation Subdivision and Lot 3 of said Closner Subdivision, a distance of 2,735.39 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,258,411 square feet or 28.889 acres of land, more or less.

TRACT B ~ PARCEL 3

DESCRIPTION, of a 1,608,875 square foot (36.935 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 36 through 38 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lot 2 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 36.935 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the south right-of-way line of Anaya Road, a 40-foot right-of-way, and the east right-of-way line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of Anaya Road, over and across said Lot 2 of Closner Subdivision and Lots 36 through 38 of San Juan Plantation Subdivision, a distance of 2,348.67 feet to a point in the west right-of-way line of State Highway 365 (SH 365), a variable width right-of-way, for the northwest corner of a called 257,173.08 square foot tract of land described as Parcel 65 P-3 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660465, ORHCT;

THENCE, departing the said south right-of-way line of Anaya Road, along the said west right-of-way line of SH 365 and the west line of said Parcel 65 P-3, over and across said Lot 38 of San Juan Plantation Subdivision, the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner;

South 81 degrees, 24 minutes, 34 seconds East, a distance of 280.00 feet to a point for corner;

South 36 degrees, 24 minutes, 45 seconds East, a distance of 70.71 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 854.67 feet to a point in the north right-of-way line of a Hidalgo County Drainage District No. 2 Canal and the south line of said Lot 38 of San Juan Plantation Subdivision for the southwest corner of said Parcel 65 P-3;

THENCE, North 66 degrees, 39 minutes, 19 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of the said Hidalgo County Drainage District No. 2 Canal and along the south line of Lots 36 through 38 of San Juan Plantation Subdivision, a distance of 1,941.08 feet to a point for corner;

THENCE, North 81 degrees, 25 minutes, 34 seconds West, along the said north right-of-way line of the Hidalgo County Drainage District No. 2 Canal, over and across said Lot 2 of Closner

Subdivision, a distance of 801.57 feet to a point for corner in the said east right-of-way line of Veterans Boulevard;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of line of the Hidalgo County Drainage District No. 2 Canal, along the said east right-of-way line of Veterans Boulevard, over and across said Lot 2 of Closner Subdivision, a distance of 430.56 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,608,875 square feet or 36.935 acres of land, more or less.

TRACT C – PARCEL 1

DESCRIPTION, of a 5,402,350 square foot (124.021 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lots 19 through 24 and part of Lots 25 and 33 through 35 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lots 1 and 2 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 124.021 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the north right-of-way line of Anaya Road, a 40-foot right-of-way, and the east right-of-way line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Anaya Road, along the said east right-of-way line of Veterans Boulevard, over and across said Lots 1 and 2 of Closner Subdivision, a distance of 1,562.00 feet to a point in the north line of said Lot 1 of Closner Subdivision for the southwest corner of said Lot 22 of San Juan Plantation Subdivision and a reentrant corner of the said called 700.07 acre tract;

THENCE, North 08 degrees, 35 minutes, 26 seconds East, departing the said north line of Lot 1 of Closner Subdivision, along the said east right-of-way line of Veterans Boulevard, the west line of said Lot 22 of San Juan Plantation Subdivision, and the west line of said called 700.07 acre tract, a distance of 938.00 feet to a point in the south right-of-way line of a Hidalgo County Irrigation District No. 2 Canal for the southernmost northwest corner of the said called 700.07 acre tract and the northwest corner of said Lot 22 of San Juan Plantation Subdivision;

THENCE, departing the said east right-of-way line of Veterans Boulevard, along the north line of said Lot 22 of San Juan Plantation Subdivision, the meandering south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, and the north line of the said called 700.07 acre tract, the following three (3) calls:

South 81 degrees, 24 minutes, 34 seconds East, a distance of 211.05 feet to a point for corner;

South 08 degrees, 35 minutes, 26 seconds West, a distance of 61.82 feet to a point for corner;

South 64 degrees, 09 minutes, 34 seconds East, a distance of 104.66 feet to a point for corner;

THENCE, departing the said north line of the called 700.07 acre tract, along the north line of said Lots 19 through 22 of San Juan Plantation Subdivision and the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, over and across the said called 700.07 acre tract the following two (2) calls:

South 64 degrees, 09 minutes, 34 seconds East, a distance of 1,351.64 feet to a point for corner;

South 48 degrees, 55 minutes, 42 seconds East, a distance of 1,315.18 feet to a in the north line of said Lot 25 of San Juan Plantation Subdivision point for the southeast corner of said Lot 19 of San Juan Plantation Subdivision;

THENCE, North 81 degrees, 24 minutes, 34 seconds West, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the north line of said Lot 25 and the south line of said Lot 19 of the San Juan Plantation Subdivision, a distance of 63.71 feet to a point for corner;

THENCE, departing the said north line of Lot 25 and the said south line of Lot 19 of the San Juan Plantation Subdivision, along the west line of SH 365 and the west line of a called 328,396.69 square foot tract of land described as Parcel 65 P-2 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660466, ORHCT, the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 1,210.05 feet to a point for corner;

South 53 degrees, 35 minutes, 14 seconds West, a distance of 70.71 feet to a point for corner;

North 81 degrees, 24 minutes, 34 seconds West, a distance of 280.00 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner in the north right-of-way line of Anaya Road;

THENCE, North 81 degrees, 24 minutes, 34 seconds West, departing the said west right-of-way line of SH 365 and the said west line of Parcel 65 P-2, along the north right-of-way line of Anaya Road, a distance of 2,348.68 feet to the **POINT OF BEGINNING**;

CONTAINING: 5,402,350 square feet or 124.021 acres of land, more or less.

TRACT C – PARCEL 2

DESCRIPTION, of a 1,577,120 square foot (36.206 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 7 through 9 and 18 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 36.206 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the north right-of-way line of Las Milpas Road, a 40-foot right-of-way, and the west right-of-way line of San Juan Road, a 40-foot right-of-way;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south right-of-way line of Las Milpas Road, along the said west right-of-way line of San Juan Road, over and across said Lots 9 and 18 of San Juan Plantation Subdivision, a distance of 1,326.37 feet to a point for corner in the north right-of-way line of a Hidalgo County Irrigation District No. 2 Canal and the south line of said Lot 18 of San Juan Plantation Subdivision;

THENCE, departing the said west right-of-way line of San Juan Road, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the south lines of said Lots 18, 7, and 8 of San Juan Plantation Subdivision, the following two (2) calls:

North 48 degrees, 55 minutes, 42 seconds West, a distance of 1,534.82 feet to a point for corner;

North 64 degrees, 09 minutes, 34 seconds West, a distance of 1,396.06 feet to a point in the west line of the said called 700.07 acre tract for the southwest corner of said Lot 7 of San Juan Plantation Subdivision;

THENCE, North 08 degrees, 35 minutes, 26 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2, along the said west line of Lot 7 of San Juan Plantation Subdivision and the west line of the said called 700.07 acre tract, a distance of 88.15 feet to a point for corner in the said south right-of-way line of Las Milpas Road;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said west line of the called 700.07 acre tract and the said west line of Lot 7 of San Juan Plantation Subdivision, along the said south right-of-way line of Las Milpas Road, over and across said Lots 7, 8, and 9 of San Juan Plantation Subdivision, a distance of 2,627.84 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,577,120 square feet or 36.206 acres of land, more or less.

TRACT D – PARCEL 1

DESCRIPTION, of a 731,050 square foot (16.783 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 39 and 56 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 16.783 acre tract being more particularly described as follows:

BEGINNING at point in the east line of the said called 700.07 acre tract, the west right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 150-foot right-of-way, and the east line of said Lot 39 of San Juan Plantation Subdivision for the southeast corner of a called 6,403.75 square foot tract of land described as Parcel 69 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660654, ORHCT; said point bears South 07 degrees, 17 minutes, 46 seconds West, a distance of 20.01 feet from intersection of the east line of the said called 700.07 acre tract and the original south right-of-way line of Anaya Road;

THENCE, South 07 degrees, 17 minutes, 46 seconds West, along the said east line of the called 700.07 acre tract, the said east line of Lot 39 of San Juan Plantation Subdivision, and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 1,280.33 feet to a point for the southeast corner of said Lot 39 and northeast corner of said Lot 56 of San Juan Plantation Subdivision and a re-entrant corner of the said called 700.07 acre tract;

THENCE, South 07 degrees, 16 minutes, 24 seconds West, along the east line of said Lot 56 of San Juan Plantation Subdivision and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 1,280.36 feet to a point for the northeast corner of a called 7,568.71 square foot tract of land described as Parcel 65 P-7 recorded in Document No. 2015-2660652, ORHCT; said point being North 07 degrees, 16 minutes, 24 seconds East, a distance of 20.00 feet from the original north right-of-way line of Hi-Line Road and a reentrant corner of the said called 700.07 acre tract;

THENCE, departing the said east line of Lot 56 of San Juan Plantation Subdivision and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the north line of said Parcel 65 P-7, over and across said Lot 56, the following two (2) calls:

North 81 degrees, 24 minutes, 03 seconds West, a distance of 265.70 feet to a point for corner;

North 36 degrees, 24 minutes, 30 seconds West, a distance of 70.72 feet to a point for the northwest corner of said Parcel 65 P-7 in the east right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the east right-of-way line of San Juan Road;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, along the said east right-of-way line of State Highway 365 (SH 365) and the said east right-of-way line of San Juan Road, over and across said Lots 56 and 39 of San Juan Plantation Subdivision, a distance of 2,459.98 feet to a point for the southwest corner of said Parcel 69;

THENCE, departing the said east right-of-way line of San Juan Road, along the north line of said Parcel 69, over and across said Lot 39 of San Juan Plantation Subdivision, the following two (2) calls:

North 53 degrees, 35 minutes, 15 seconds East, a distance of 70.71 feet to a point for corner;

South 81 degrees, 24 minutes, 34 seconds East, a distance of 207.64 feet to the **POINT OF BEGINNING**;

CONTAINING: 731,050 square feet or 16.783 acres of land, more or less.

TRACT D – PARCEL 2

DESCRIPTION, of a 1,103,420 square foot (25.331 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30 and Porcion 72, Jose Maria Balli Survey, Abstract No. 26, Hidalgo County, Texas; said tract being part of Lots 39 and 56 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 25.331 acre tract being more particularly described as follows:

BEGINNING at point in a south line of the said called 700.07 acre tract, the east right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 150-foot right-of-way, and the north right-of-way line of Hi-Line Road, a 40-foot right-of-way, for the southwest corner of said Lot 58 of San Juan Plantation Subdivision;

THENCE, North 07 degrees, 16 minutes, 24 seconds East, departing the said south line of the said called 700.07 acre tract and the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the west line of said Lots 58, 57 and 46 of San Juan Subdivision, a distance of 1,300.39 feet to a point in a north line of the said called 700.07 acre tract for a southwest corner of a called 302.18 acre tract of land described as Tract V in General Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2018-2895970, ORHCT;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said west line of said Lot 46 of San Juan Plantation Subdivision, along the said north line of the said 700.07 acre tract and a south line of the said called 302.18 acre tract, over and across said Lot 46 of San Juan Plantation Subdivision, a distance of 863.66 feet to a point in the east line of said Lot 46 of San Juan Plantation Subdivision for a reentrant corner of the said 302.18 acre tract and a northeast corner of the said called 700.07 acre tract;

THENCE, South 08 degrees, 35 minutes, 26 seconds West, along the said east line of Lots 46, 57, and 58 of San Juan Plantation Subdivision, the west line of Lots 60 and 59 of San Juan Plantation Subdivision, and the east line of the said 700.07 acre tract, a distance of 1,300.17 feet to a point in the north right-of-way line of Hi-Line Road for a southeast corner of the said 700.07 acre tract, the southeast corner of said Lot 58 of San Juan Plantation Subdivision, and the southwest corner of said Lot 59 of San Juan Plantation Subdivision;

THENCE, North 81 degrees, 24 minutes, 03 seconds West, along the north right-of-way line of Hi-Line Road and the south line of said Lot 58 of San Juan Plantation Subdivision, a distance of 833.77 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,103,420 square feet or 25.331 acres of land, more or less.

TRACT E

DESCRIPTION, of a 2,212,005 square foot (50.781 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lot 96 and part of Lots 93 through 95 and 97 through 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 50.781 acre tract being more particularly described as follows:

BEGINNING, at a point in the east right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way, for the southwest corner of said Lot 96 of San Juan Plantation Subdivision and the southwest corner of the said called 700.07 acre tract;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the west line of said Lots 95 and 96 of said San Juan Plantation Subdivision, and the west line of the said called 700.07 acre tract, a distance of 1,627.70 feet to a point in the south right-of-way line of US Highway 281 (US 281), a variable width right-of-way, for the southwest corner of a called 26,905.27 square foot tract of land described as Parcel 7 and the southeast corner of a called 1,306.24 square foot tract of land described as Parcel 4 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT; said point also being the beginning of a non-tangent curve to the right;

THENCE, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the said west line of Lot 95 of San Juan Plantation Subdivision, and the said west line of the called 700.07 acre tract, along the said south right-of-way line of US 281, the south line of said Parcel 7, and the south line of a called 184,167.26 square foot tract of land described as Parcel 9 in said Special Warranty Deed to the State of Texas, over and across the said called 700.07 acre tract and said Lots 93 through 94 of the San Juan Plantation Subdivision, the following six (6) calls:

In an easterly direction, along said curve to the right, having a central angle of 06 degrees, 43 minutes, 43 seconds, a radius of 5,970.50 feet, an arc distance of 701.15 feet, and a chord bearing South 76 degrees, 18 minutes, 33 seconds East, a distance of 700.75 feet to the end of said curve;

South 72 degrees, 25 minutes, 18 seconds East, a distance of 40.50 feet to a point for the beginning of a non-tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 08 degrees, 28 minutes, 06 seconds, a radius of 5,036.17 feet, an arc distance of 744.36 feet, and a chord bearing South 76 degrees, 16 minutes, 27 seconds East, a distance of 743.68 feet to the end of said curve;

South 81 degrees, 04 minutes, 58 seconds East, a distance of 76.08 feet to a point for corner;

South 81 degrees, 25 minutes, 41 seconds East, a distance of 266.02 feet to a point for corner;

South 36 degrees, 25 minutes, 13 seconds East, a distance of 70.70 feet to a point in the west right-of-way line of State Highway 365 (SH 365), a variable width right-of-way, for the northernmost northwest corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, departing the said south right-of-way line of US 281 and the said south line of Parcel 9, along the west and northwest lines of said Parcel 18 and the west and northwest right-of-way lines of SH 365, over and across the said called 700.07 acre tract and said Lots 93, 97, and 98 of San Juan Plantation Subdivision, the following four (4) calls:

South 08 degrees, 35 minutes, 15 seconds West, a distance of 132.56 feet to a point for the beginning of a non-tangent curve to the right;

In a southwesterly direction, along said curve to the right, having a central angle of 72 degrees, 46 minutes, 24 seconds, a radius of 902.65 feet, an arc distance of 1,146.49 feet, and a chord bearing South 43 degrees, 54 minutes, 52 seconds West, a distance of 1,070.96 feet to the end of said curve;

South 82 degrees, 24 minutes, 05 seconds West, a distance of 533.15 feet to a point for corner;

South 08 degrees, 31 minutes, 13 seconds West, a distance of 72.66 feet to a point in the south line of the said called 700.07 acre tract, the south line of said Lot 97 of San Juan Plantation Subdivision, and the north right-of-way line of an Hidalgo County Irrigation District No. 2 Canal for the southwest corner of said Parcel 18;

THENCE, South 82 degrees, 24 minutes, 26 seconds West, along the said south line of the called 700.07 acre tract, the south lines of said Lots 93, 96, and 97 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 769.67 feet to the **POINT OF BEGINNING**;

CONTAINING: 2,212,005 square feet or 50.781 acres of land, more or less.

TRACT F – PARCEL 1

DESCRIPTION, of a 68,596 square foot (1.575 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 1.575 acre tract being more particularly described as follows:

BEGINNING, at a point in the north right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, the south line of the said called 700.07 acre tract, and the south right-of-way line of State Highway 365 (SH 365) for the southwest corner of said Lot 98 of San Juan Plantation Subdivision, the southeast corner of Lot 97 of San Juan Plantation Subdivision, and the southernmost southeast corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, North 08 degrees, 31 minutes, 13 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said south line of the called 700.07 acre tract, along the east line of said Lot 97 of San Juan Plantation Subdivision, the west line of said Lot 98 of San Juan Plantation Subdivision, the westernmost east line of said Parcel 18, and the westernmost east right-of-way line of SH 365, over and across the said called 700.07 acre tract, a distance of 9.70 feet to a point for a reentrant corner of said Parcel 18 and the beginning of a non-tangent curve to the left;

THENCE, departing the said east line of Lot 97 and the said west line of Lot 98 of San Juan Plantation Subdivision, along the south line of said Parcel 18 and the south right-of-way line of said SH 365, over and across the said called 700.07 acre tract and said Lot 98 of San Juan Plantation Subdivision, the following four (4) calls:

In a northeasterly direction, along said curve to the left, having a central angle of 30 degrees, 43 minutes, 21 seconds, a radius of 987.51 feet, an arc distance of 529.51 feet, and a chord bearing North 58 degrees, 56 minutes, 41 seconds East, a distance of 523.19 feet to a point for the end of said curve;

North 86 degrees, 16 minutes, 47 seconds East, a distance of 36.35 feet to a point for corner;

South 50 degrees, 15 minutes, 48 seconds East, a distance of 134.83 feet to a point for the beginning of a non-tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 41 degrees, 54 minutes, 30 seconds, a radius of 173.37 feet, an arc distance of 126.81 feet, and a chord bearing South 28 degrees, 14 minutes, 17 seconds East, a distance of 124.00 feet to a point in the said south line of the called 700.07 acre tract, the south line of said Lot 98 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal for the northernmost southwest corner of said Parcel 18;

THENCE, South 82 degrees, 24 minutes, 26 seconds West, departing the said south line of SH 365, along the said south line of the called 700.07 acre tract, the said south line of Lot 98 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 654.00 feet to the **POINT OF BEGINNING**;

CONTAINING: 68,596 square feet or 1.575 acres of land, more or less.

TRACT F – PARCEL 2

DESCRIPTION, of a 421,691 square foot (9.681 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 92, 93, and 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 9.681 acre tract being more particularly described as follows:

BEGINNING, at a point in the south right-of-way line of US Highway 281 (US 281), a variable width right-of-way, and the west right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way at this point, and the east line of said Lot 92 of San Juan Plantation Subdivision for the southeast corner of a called 56,158.27 square foot tract of land described as Parcel 10 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT and the southwest corner of a called 14,110.00 square foot tract of land described in Special Warranty Deed to the State of Texas recorded in Document No. 2015-2582667, ORHCT, and Special Warranty to the State of Texas recorded in Document No. 2019-3035998, ORHCT;

THENCE, South 07 degrees, 17 minutes, 33 seconds West, departing the said south right-of-way line of US 281, along the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said east line of Lot 92 of San Juan Plantation Subdivision, over and across the said called 700.07 acre tract, a distance of 431.99 feet to a point for corner in the north right-of-way line of another Hidalgo County Irrigation District No. 2 Canal, a variable width right-of-way, and the south line of the said called 700.07 acre tract;

THENCE, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said south line of the called 700.07 acre tract, the following six (6) calls:

South 07 degrees, 17 minutes, 12 seconds West, along the said east line of Lot 92 of San Juan Plantation Subdivision, a distance of 146.56 feet to a point for the northernmost southeast corner of said Lot 92 of San Juan Plantation Subdivision;

North 82 degrees, 26 minutes, 34 seconds West, distance of 148.20 feet to a point for a reentrant corner of said Lot 92 of San Juan Plantation Subdivision;

South 08 degrees, 13 minutes, 42 seconds West, a distance of 340.00 feet to a point for the southernmost southeast corner of said Lot 92 of San Juan Plantation Subdivision;

North 88 degrees, 51 minutes, 34 seconds West, a distance of 270.06 feet to a point for the southwest corner of said Lot 92 of San Juan Plantation Subdivision;

North 08 degrees, 35 minutes, 26 seconds East, along the west line of said Lot 92 and the east line of said Lot 98 of San Juan Plantation Subdivision, a distance of 53.79 feet to a point for the southeast corner of said Lot 98 of San Juan Plantation Subdivision;

South 82 degrees, 24 minutes, 26 seconds West, departing the said west line of Lot 92 and the said east line of Lot 98 of San Juan Plantation Subdivision, along the said south line of said Lot 98 of San Juan Plantation Subdivision, a distance of 19.67 feet to a point

in the east right-of-way line of State Highway 365 (SH 365) for the northernmost southeast corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the said south line of the called 700.07 acre tract, and the said south line of Lot 98 of San Juan Plantation Subdivision, along the said east right-of-way line of SH 365 and the east line of said Parcel 18, over and across Lots 98 and 93 of San Juan Plantation Subdivision and the said called 700.07 acre tract the following six (6) calls:

North 08 degrees, 31 minutes, 42 seconds East, a distance of 109.39 feet to a point for corner and the beginning of a non-tangent curve to the left;

In a northerly direction, along said curve to the left, having a central angle of 19 degrees, 02 minutes, 38 seconds, a radius of 233.46 feet, an arc distance of 77.60 feet, and a chord bearing North 44 degrees, 47 minutes, 15 seconds West, a distance of 77.24 feet to the end of said curve;

North 50 degrees, 22 minutes, 07 seconds West, a distance of 130.30 feet to a point for corner;

North 05 degrees, 22 minutes, 34 seconds West, a distance of 36.85 feet to a point for corner and the beginning of a non-tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 27 degrees, 46 minutes, 46 seconds, a radius of 987.51 feet, an arc distance of 478.79 feet, and a chord bearing North 22 degrees, 40 minutes, 14 seconds East, a distance of 474.11 feet to the end of said curve;

North 08 degrees, 35 minutes, 15 seconds East, a distance of 132.49 feet to a point in the south right-of-way line of said US 281 for the southernmost southeast corner of a called 184,167.26 square foot tract of land described as Parcel 9 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, and the northeast corner of said Parcel 18;

THENCE, departing the said east right-of-way line of SH 365, along the said south right-of-way line of US 281, the south line of said Parcel 9 and the south line of said Parcel 10, over an across said Lots 93 and 92 of San Juan Plantation Subdivision and the said called 700.07 acre tract, the following three (3) calls:

North 53 degrees, 27 minutes, 44 seconds East, a distance of 71.48 feet to a point for corner;

South 81 degrees, 26 minutes, 03 seconds East, a distance of 259.62 feet to a point for the beginning of a non-tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 02 degrees, 00 minutes, 47 seconds, a radius of 5,036.49 feet, an arc distance of 176.96 feet, and a chord bearing South 83 degrees, 25 minutes, 35 seconds East, a distance of 176.95 feet to the **POINT OF BEGINNING**;

CONTAINING: 421,691 square feet or 9.681 acres of land, more or less.

TRACT F – PARCEL 3

DESCRIPTION, of a 2,704,426 square foot (62.085 acre) tract of land situated in Porcion 72, Jose Maria Balli Survey, Abstract No. 26, Hidalgo County, Texas; said tract being part of Lots 89 through 91 and Lots 100 through 101 and all of Lot 99 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 62.085 acre tract being more particularly described as follows:

BEGINNING at point in the south right-of-way line of US Highway 281 (US 281), a 100-foot right-of-way at this point, the east line of said Lot 89 of San Juan Plantation Subdivision, the east line of the said called 700.07 acre tract, and the west line of that certain tract of land described in Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2017-2826305, ORHCT, for the southeast corner of that certain tract of land described in Right-of-Way Easement to the State of Texas recorded in Volume 648, Page 212 of the Deed Records of Hidalgo County, Texas (DRHCT);

THENCE, South 08 degrees, 34 minutes, 26 seconds West, departing the said south right-of-way line of US 281, along the said east line of Lot 89 of San Juan Plantation Subdivision, the said east line of the called 700.07 acre tract, the west line of the Fortco Properties tract, passing a reentrant corner of said Lot 89 and the southwest corner of the said Fortco Properties tract and the northwest corner of that certain tract of land described in General Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2018-28955970, ORHCT, and continuing along the projection of the said east line of Lot 89 and the west line of the aforesaid Fortco Properties tract, over and across said Lots 100 and 101 of San Juan Plantation Subdivision, a distance of 1,750.77 feet to a point in the north line of a Hidalgo County Irrigation District No. 2 Canal and the south line of said Lot 101 of San Juan Plantation Subdivision for the southeast corner of the said called 700.07 acre tract;

THENCE, along the south line of the said called 700.07 acre tract, the said north line of the Hidalgo County Irrigation District No. Canal, and the south lines of Lots 101, 99, and 91 of San Juan Plantation Subdivision, the following six (6) calls:

North 67 degrees, 51 minutes, 34 seconds West, a distance of 1,081.39 feet to a point for corner;

North 51 degrees, 56 minutes, 34 seconds West, a distance of 311.99 feet to a point for corner;

North 08 degrees, 06 minutes, 34 seconds West, a distance of 270.00 feet to a point for corner;

North 50 degrees, 05 minutes, 34 seconds West, a distance of 690.00 feet to a point for corner;

North 00 degrees, 53 minutes, 26 seconds East, a distance of 150.00 feet to a point for corner;

North 78 degrees, 24 minutes, 34 seconds West, a distance of 122.65 feet to a point in the east line of another Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way, for the southwest corner of said Lot 91 of San Juan Plantation Subdivision;

THENCE, North 07 degrees, 17 minutes, 26 seconds East, departing the said south line of the called 700.07 acre tract, along the said east line of the Hidalgo County Irrigation District No. 2 Canal, and the west line of said Lot 91 of San Juan Plantation Subdivision, over and across the said called 700.07 acre tract, a distance of 433.16 feet to a point in the said south right-of-way line of US 281 for the southwest corner of a called 93,075.55 square foot tract of land described as Parcel 15 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, and the southeast corner of a called 14,110.00 square foot tract of land described as Parcel 14 in Deed to the State of Texas recorded in Document No. 2015-2582667, ORHCT, and in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT; said point also being the beginning of a non-tangent curve to the left;

THENCE, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said west line of Lot 91 of San Juan Plantation Subdivision, along the said south right-of-way line of US 281, the south line of said Parcel 15, the south line of a called 9,082.02 square foot tract of land described as Parcel 17 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-2035998, ORHCT, and the said State of Texas tract (Volume 648, Page 212), over and across the said called 700.07 acre tract and said Lots 91, 90, and 89 of San Juan Plantation Subdivision, the following five (5) calls:

In an easterly direction, along said curve to the left, having a central angle of 05 degrees, 06 minutes, 16 seconds, a radius of 5,036.49 feet, an arc distance of 448.70 feet, and a chord bearing South 88 degrees, 07 minutes, 22 seconds East, a distance of 448.56 feet to the beginning of a reverse curve to the right;

In an easterly direction, along said curve to the right, having a central angle of 08 degrees, 02 minutes, 39 seconds, a radius of 5,974.23 feet, an arc distance of 838.77 feet, and a chord bearing South 85 degrees, 39 minutes, 55 seconds East, a distance of 838.08 feet to the end of said curve;

South 81 degrees, 27 minutes, 03 seconds East, a distance of 381.04 feet to a point for corner;

South 84 degrees, 24 minutes, 21 seconds East, a distance of 452.26 feet to a point for corner;

South 81 degrees, 26 minutes, 04 seconds East, a distance of 27.95 feet to the **POINT OF BEGINNING**;

CONTAINING: 2,704,426 square feet or 62.085 acres of land, more or less.



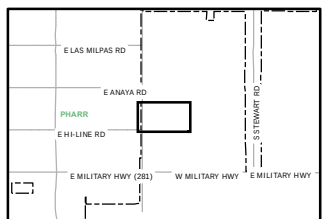
M:\Q:\Drafting & Mapping\7-GIS\0-Map Requests\11032023-Annexation Map 79.acd\Engineering (Ansi) Landscapes.mxd
to verification by field survey or by the agency responsible for maintaining the information.
This map is intended for general information only.

City of Pharr Location Map

Scale: 1 inch = 200 feet



City of Pharr, Texas
Engineering Department
956.402.4221 Date: 11/3/2023



- Pharr City Limit
- Pharr ETJ

EXHIBIT A (2 OF 3)

PROPERTY DESCRIPTION

1) OWNER: KVS Development, LLC, a Texas limited liability company

A 79.022-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Located at the Northeast Corner of East Hi Line Road & South Veterans Boulevard., in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

COUNTY OF HIDALGO
STATE OF TEXAS

79.022 ACRE TRACT

PROJ. 46341.00
MITP Phase 2

FIELD NOTE DESCRIPTION of a 79.022 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, recorded in Volume 3, Page 52, Hidalgo County Map Records, and out of Lots 3 and 4, as shown on the Re-subdivision of Closner Subdivision, recorded in Volume 1, Page 56A, said Map Records, said 79.022 acre tract also being the remainder of a called 81.087 acre Tract "B" – Parcel 2, recorded in Document No. 2021-3201939, Hidalgo County Official Public Records; in all, said 79.022 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod with orange "WESTWOOD" cap set at the intersection of the south line of a Hidalgo County Irrigation District No. 2 canal right-of-way (80-foot wide) and the west line of State Highway 365, also known as San Juan Road, a variable-width right-of-way, for the northeast corner of said Tract "B" – Parcel 2 and the **POINT OF BEGINNING** of the herein described tract of land, coincident with the northwest corner of a called 3001.81 square foot parcel conveyed unto Hidalgo County Regional Mobility Authority, recorded in Document No. 2015-2660461, said Official Public Records;

THENCE, along west and north lines of said State Highway 365 right-of-way, the following courses:

S 08° 35' 22" W, 974.24 feet to a ½" iron rod with orange "WESTWOOD" cap set,

S 53° 35' 22" W, 70.71 feet to a ½" iron rod with orange "WESTWOOD" cap set,

N 81° 24' 38" W, 280.00 feet to a ½" iron rod with orange "WESTWOOD" cap set, and

S 08° 35' 22" W, 20.00 feet to a ½" iron rod with orange "WESTWOOD" cap set on the north right-of-way line of Hi-Line Road (40-feet wide) for a point of intersection of said Hi-Line Road right-of-way and State Highway 365 right-of-way, said point also being the southwest corner of a called 258,976.46 square foot parcel conveyed unto Hidalgo County Regional Mobility Authority, recorded in Document No. 2015-2660462, said Official Public Records;

THENCE, along the north line of said Hi-Line Road, N 81° 24' 37" W, 2243.16 feet to a ½" iron rod with orange "WESTWOOD" cap set at the intersection of said north line of Hi-Line Road and the east line of South Veterans Boulevard, also known as South "I" Road, for the southeast corner of a called 1.184 acre tract conveyed unto Hidalgo County, recorded in Document No. 2002-1138786, said Official Public Records, coincident with the southernmost southwest corner of the herein described tract of land;

THENCE, along the east right-of-way line of said South Veterans Boulevard, coincident with the east line of said 1.184 acre tract, the following courses:

N 08° 30' 37" E, 20.00 feet to a ½" iron rod with orange "WESTWOOD" cap set,

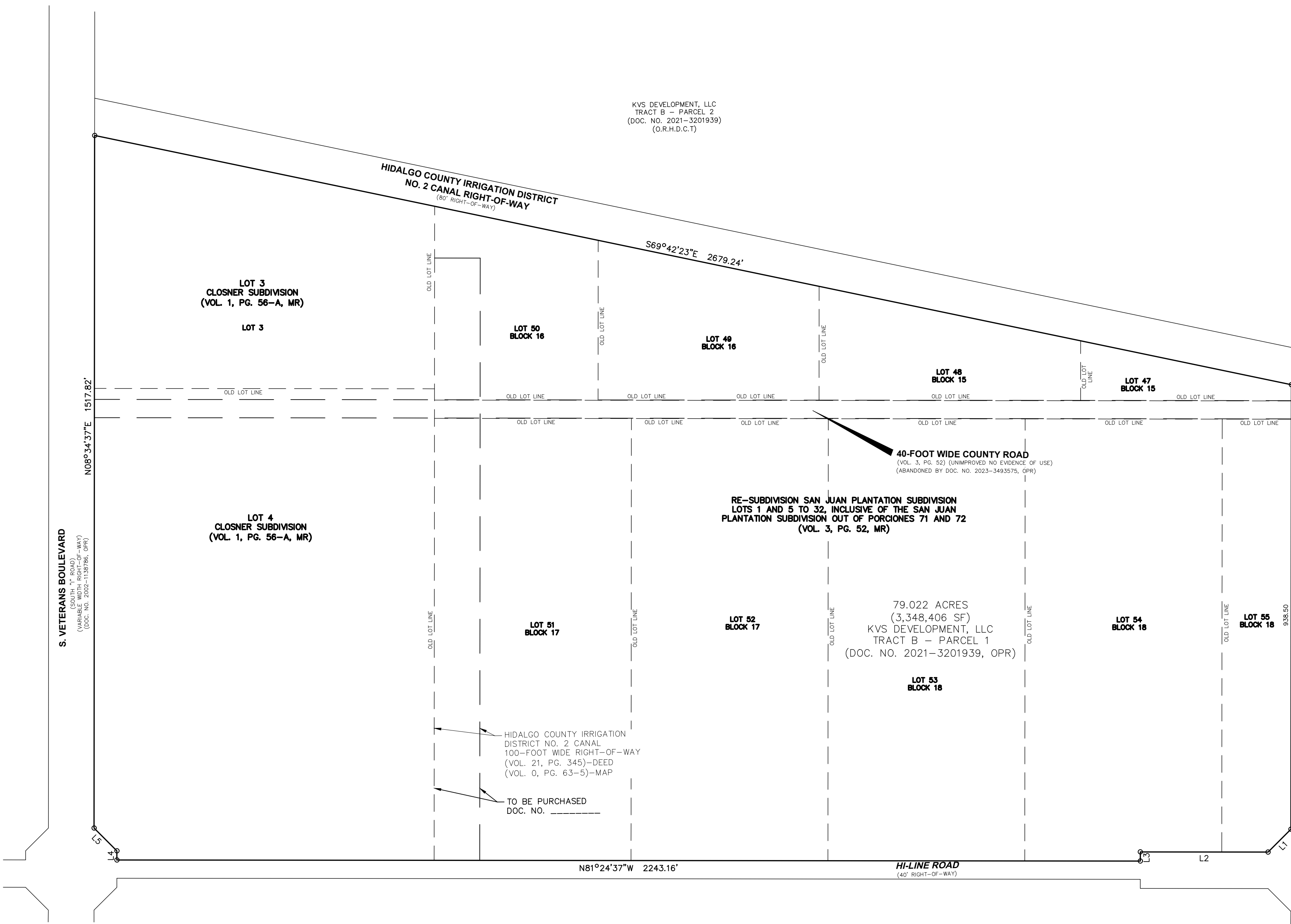
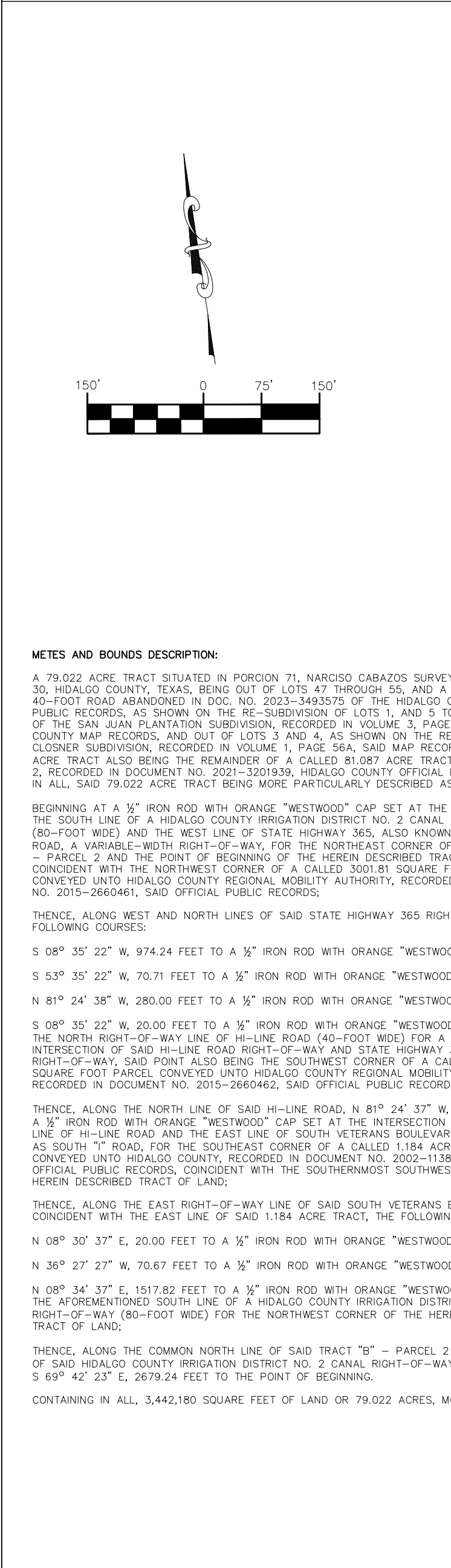
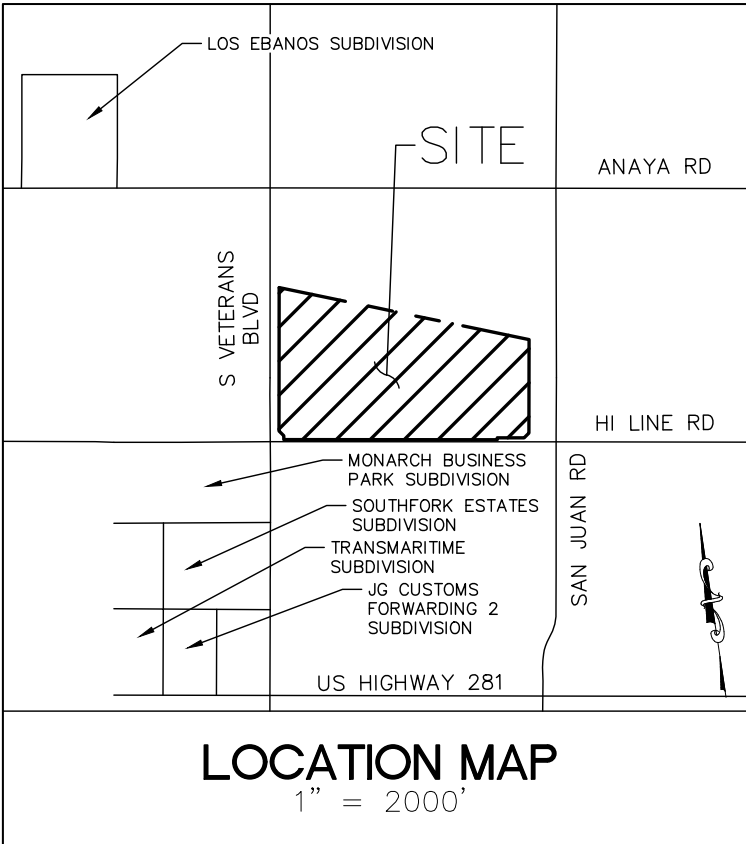
N 36° 27' 27" W, 70.67 feet to a ½" iron rod with orange "WESTWOOD" cap set, and

N 08° 34' 37" E, 1517.82 feet to a ½" iron rod with orange "WESTWOOD" cap set on the aforementioned south line of a Hidalgo County Irrigation District No. 2 canal right-of-way (80-foot wide) for the northwest corner of the herein described tract of land;

THENCE, along the common north line of said Tract "B" – Parcel 2 and south line of said Hidalgo County Irrigation District No. 2 canal right-of-way (80-foot wide), S 69° 42' 23" E, 2679.24 feet to the **POINT OF BEGINNING**.

Containing in all, 3,442,180 square feet of land or 79.022 acres, more or less. Bearings based on Texas State Plane Coordinate System for the South Zone, 4205 (NAD83, 2011 Adjustment).





LINE TABLE		
LINE	LENGTH	DIRECTION
L1	70.71'	S53° 35' 22"W
L2	280.00'	N81° 24' 38"W
L3	20.00'	S8° 35' 22"W
L4	20.00'	N8° 30' 37"E
L5	70.67'	N36° 27' 27"W

LEGEND:

- NTS NOT TO SCALE
- OPR OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- DR DEED RECORDS OF HIDALGO COUNTY, TEXAS
- MR MAP RECORDS OF HIDALGO COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- S.F. SQUARE FEET
- FOUND MONUMENT AS NOTED
- SET 1/2" IRON RODS WITH ORANGE PLASTIC CAP STAMPED "WESTWOOD" UNLESS OTHERWISE NOTED

GENERAL NOTES:

1. THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH ZONE (4205), NAD83 (2011 ADJUSTMENT). DISTANCES SHOWN HEREON ARE SURFACE.
2. ALL CORNERS DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREIN AS BEING PLATTED HAVE BEEN MARKED WITH A 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "WESTWOOD", UNLESS OTHERWISE STATED, OR LEFT AS FOUND THOSE MONUMENTS THAT REPRESENT OR REFERENCE THE BOUNDARY.
3. THIS EXHIBIT WAS COMPLETED WITH THE BENEFIT OF A TITLE COMMITMENT FROM FIRST NATIONAL TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF JANUARY 20, 2023.

ANNEXATION EXHIBIT OF
MAJESTIC INTERNATIONAL
TRADE PORT: PHASE 2
SUBDIVISION

A 79.022 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, OUT OF LOTS 47 AND 48, BLOCK 15, LOTS 49 AND 50, BLOCK 16, LOTS 51 AND 52, BLOCK 17, LOTS 53 THROUGH 55, BLOCK 18, AND A PORTION OF A 40-FOOT ROAD ABANDONED IN DOC. NO. 2021-3493575 OF THE HIDALGO COUNTY OFFICIAL PUBLIC RECORDS, AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, AND OUT OF LOTS 3 AND 4, AS SHOWN ON THE RE-SUBDIVISION OF CLOSNER SUBDIVISION, RECORDED IN VOL. 1, PG. 56A, HIDALGO COUNTY PLAT RECORDS, BEING THE REMAINDER OF A CALLED 81.087 ACRE TRACT "B" - PARCEL 1, RECORDED IN DOCUMENT NO. 2021-3201939, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS



Ethan C. Oelke

Westwood

Phone (210) 265-8300 211 N Loop 1604 E, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS FIRM NO. 10074301 - TBPELS FIRM NO. F-11756
PROJECT NUMBER: R0046341.00
DATE OF PREPARATION: 10/25/2023

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the Northeast Corner of Hi Line Road & South Veterans Blvd. The property is approximately **79.022 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: KVS Development, LLC, a Texas limited liability company

A 79.022-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 47 through 55, and a portion of a 40-foot road (not in use), as shown on the Re-subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, Located at the Northeast Corner of East Hi Line Road & South Veterans Boulevard., in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

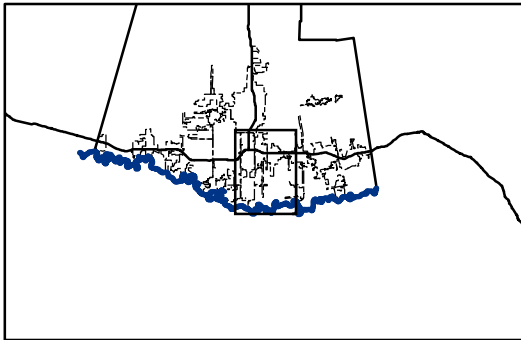
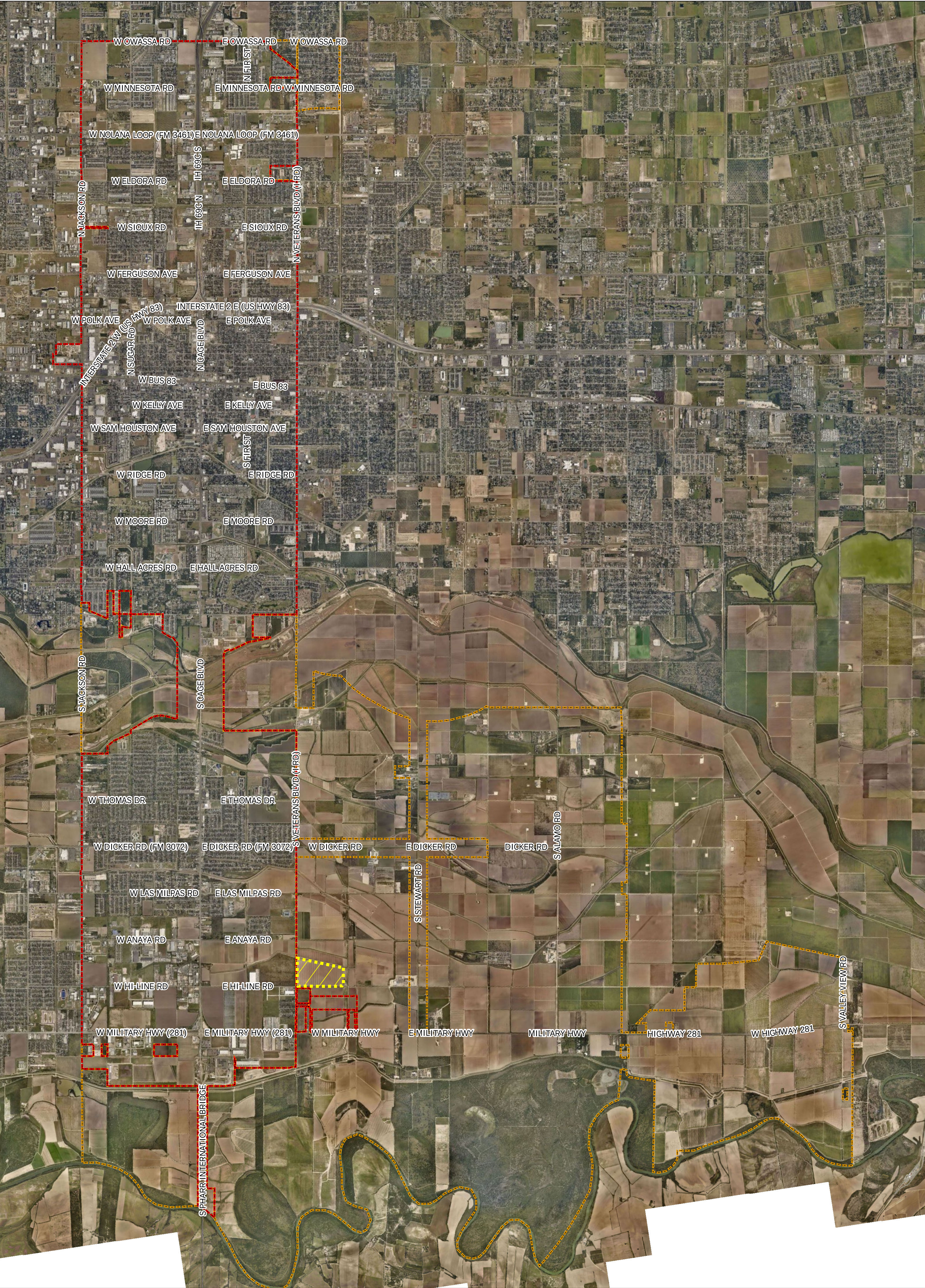
III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

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

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

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 27, 2023	Submitted petition for annexation.	
November 20, 2023	Resolution to City Commission on accepting petition of annexation	
November 20, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for December 4, 2023 (14 days)	TLGC 43.0671
November 20, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>November 21, 2023 for publication on November 22, 2023.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
November 22, 2023	Legal Notice for Public Hearing Published for the date of December 4, 2023 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
December 4, 2023	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
December 4, 2023	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
December 18, 2023 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
January 15, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: K.V. Chowdary

Date of Submittal: _____

Proposed Acreage to be Annexed: 79.022

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☐
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☐
A copy of the deed showing current ownership.	☐
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☐
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

PROPERTY INFORMATION

Property Address: NEC Hi Line Rd & S Veterans Blvd

Total Number of Acres: 79.022

Total Number of Tracts: 1

Subdivision Name: San Juan Plantation & Closner

Lot(s) 47-55, 1 &

Block(s):

Survey Name and Abstract No.: Narciso Cabazos Survey, Abstract No. 30 Lot(s) 5-32, 3 & 4
Current Land Use: Agriculture

Current Land Use: Agriculture

Proposed Land Use and Purpose of Annexation: Light Industrial. Proposed Class A1
1 million +/- SF warehouse/distribution building.

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

Tract #	Number of persons
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1

[illegible]

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

Owner(s) Name: KVS Development, LLC (K.V. Chowdary)

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 2001 S. Cynthia St. Ste. C City: McAllen State: TX Zip Code: 78503

Phone No.: _____ Cell Phone No.: (956)655-0153 Email: kvschowdary@gmail.com

Owner's Signature: KVS Chowdary Date: 10-26-23

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☒ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Roxie De La Cruz

Company's Name (if applicable): Halff

Address: 5000 W Military Hwy #100 City: McAllen State: TX Zip Code: 78503

Phone No.: (956)445-5227 Cell Phone No.: _____ Email: rdelacruz@halff.com

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: K.V. CHOWDARY

Owner's Signature: KVS Chowdary Date: 10-26-23



NOTARY PUBLIC
STATE OF TEXAS

My commission expires 12-31-24



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, K.V. Chowdary, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 79.022 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) K.V. Chowdary Signature (Owner) KVS. Chowdary
 Print Name (Owner) _____ Signature (Owner) _____

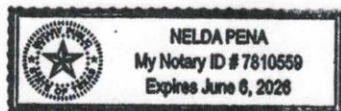
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

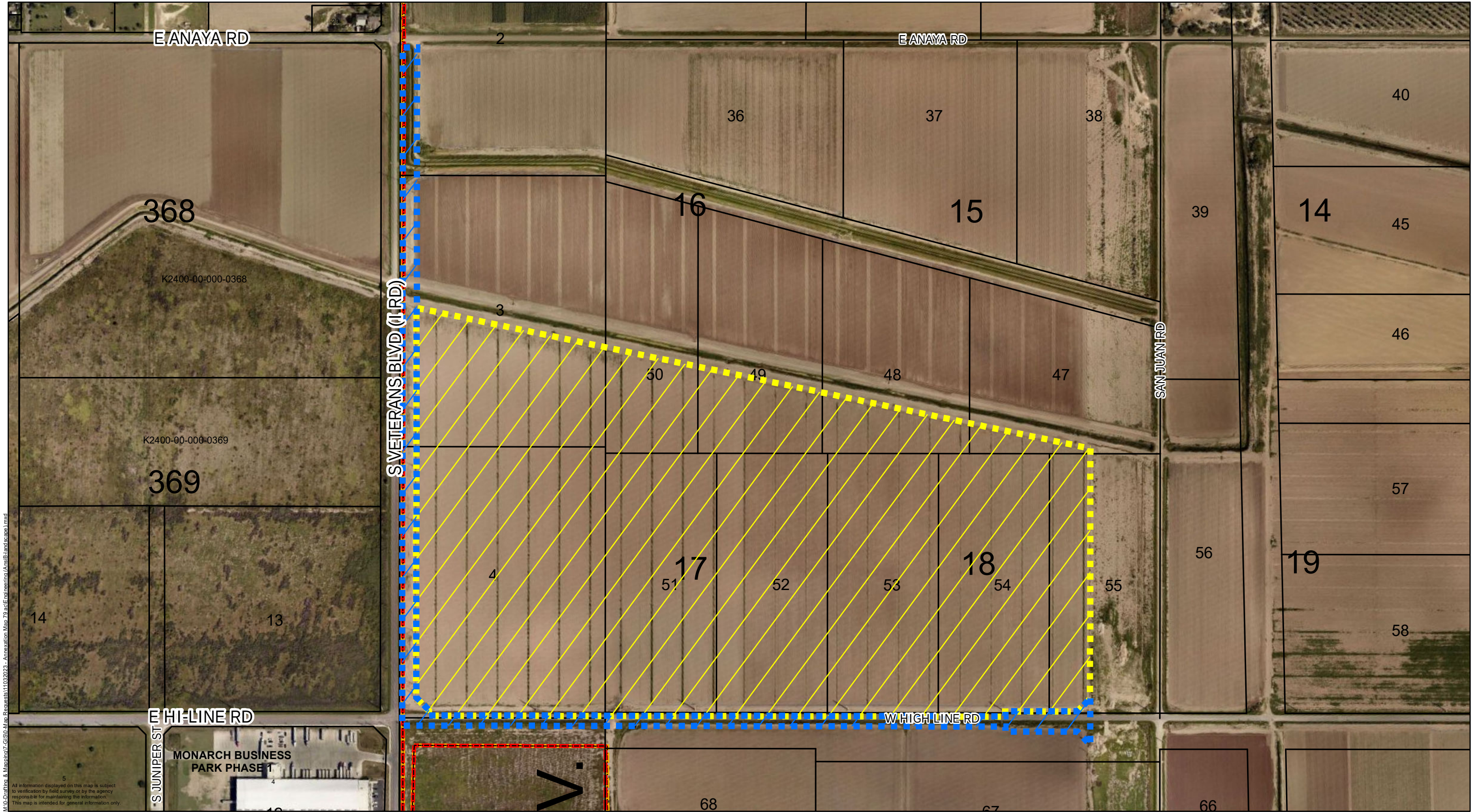
BEFORE ME, the undersigned authority, on this day personally appeared KVS Chowdary, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 26 day of October, 2023



Nelda Pena
 NOTARY PUBLIC in and for the
 STATE OF TEXAS

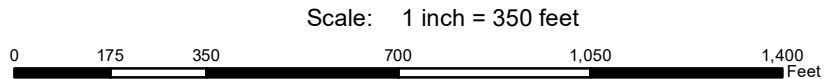
NELDA PEÑA
 Printed Name
 My commission expires: 6-6-26



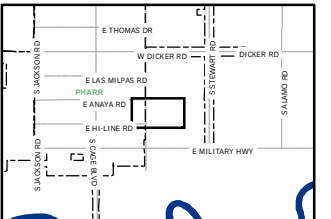
M:\0-Drafting & Mapping\7-GIS\0-Map Requests\11032023-Annexation Map 79.acd\Engineering (AnsiB) Landscape.mxd
5
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information.
This map is intended for general information only.

 Pharr City Limit
 Pharr ETJ

City of Pharr
Location Map



City of Pharr, Texas
Engineering Department
956.402.4221 Date: 3/25/2024



PROPERTY DESCRIPTION

1) OWNER: Hidalgo County, Texas

A 6.154-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being a portion of South Veterans Boulevard AND East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

COUNTY OF HIDALGO
STATE OF TEXAS

6.154 ACRE TRACT
ROW ANNEXATION

PROJ. 46341.00
MITP Phase 2

FIELD NOTE DESCRIPTION of a 6.154 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being a portion of South Veterans Boulevard, also known as South "I" Road, said portion being out of Parcels 70B, 70C, and 70D, recorded in Document No. 2002-1138786, Hidalgo County Official Public Records, and also being a portion of Hi-Line Road, said portion being out of a 40-foot wide road as shown on the Re-Subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation Subdivision recorded in Vol. 3, Pg. 52, Hidalgo County Plat Records, Parcel 65 P-6 recorded in Document No. 2015-2660462, said Official Public Records, Parcel 65 P-9, recorded in Document No. 2015-2660460, said Official Public Records, and Tract One recorded in Document No. 2006-1688912, said Official Public Records; in all, said 6.154 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod set with orange cap stamped "WESTWOOD" at the intersection of the north line of Hi-Line Road and the west line of State Highway 365, also known as San Juan Road, a variable-width right-of-way, for an angle point of said Parcel 65 P-6 and that certain Tract B – Parcel 1 conveyed unto KVS Development, LLC, recorded in Document No. 2021-3201939, said Official Public Records, for the east corner of the herein described tract of land;

THENCE, along the west line of said State Highway 365 right-of-way, S 08° 35' 22" W, 180.00 feet to a point at the intersection of the south right-of-way line of Hi-Line Road and the west line of said State Highway 365 for an angle point of said Parcel 65 P-9 and that certain Tract A – Parcel 3 conveyed unto KVS Development, LLC, recorded in said Document No. 2021-3201939, for the south corner of the herein described tract of land;

THENCE, along the south line of said Hi-Line Road and the boundary of said Parcel 65 P-9, coincident with the north line of said Tract A – Parcel 3, the following courses:

N 36° 24' 36" W, 70.71 feet,

N 81° 24' 38" W, 280.00 feet, and

N 08° 35' 22" E, 20.00 feet to the northwest corner of said Parcel 65 P-9, same being an angle point of the herein described tract of land;

THENCE, continuing along the south line of said Hi-Line Road and north line of said Tract A - Parcel 3, N 81° 24' 37" W, passing the westerly terminus of the 40-foot wide road shown on said Re-Subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation Subdivision, and continuing in all a total distance of 2348.18 feet to a point for the southwest corner of said Tract One recorded in Document No. 2006-1688912, coincident with the northwest corner of that certain Parcel 26 conveyed unto Hidalgo County Drainage District Number One, recorded in Volume 982,

Page 205, Hidalgo County Deed Records, and the southwest corner of the herein described tract of land;

THENCE, across the right-of-way of said South Veterans Boulevard, along the west lines of said Tract One and said Parcels 70D, 70C, and 70B, respectively, N 08° 34' 37" E, 2640.17 feet to a point on the south right-of-way line of Anaya Road, a 40-foot-wide right-of-way, for the northwest corner of the herein described tract of land;

THENCE, along the south right-of-way line of said Anaya Road, S 81° 24' 37" E, 55.00 feet to a point at the intersection of the east right-of-way line of said South Veterans Boulevard and the south right-of-way line of said Anaya Road, said point also being on the east line of said Parcel 70B, for the northeast corner of the herein described tract of land;

THENCE, along the east right-of-way line of said South Veterans Boulevard and said Parcels 70B, 70C, and 70D, respectively, the following courses:

S 08° 34' 37" W, 2530.24 feet to a ½" iron rod set with orange cap stamped "WESTWOOD",

S 36° 27' 27" E, 70.67 feet to a ½" iron rod set with orange cap stamped "WESTWOOD", and

S 08° 30' 37" W, 20.00 feet to a ½" iron rod set with orange cap stamped "WESTWOOD" at the intersection of the east right-of-way line of said South Veterans Boulevard and north right-of-way line of said Hi-Line Road for a re-entrant corner of the herein described tract of land;

THENCE, along the north line of said Hi-Line Road, coincident with the south line of said Tract B – Parcel 1, S 81° 24' 37" E, passing the westerly terminus of the 40-foot wide road shown on said Re-Subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation Subdivision, and continuing in all a total distance of 2243.16 feet to a point for the west corner of said Parcel 65 P-6, same being an angle point of said Tract B – Parcel 1 and the herein described tract;

THENCE, continuing along the south line of said Hi-Line Road, coincident with the boundary of said Parcel 65 P-6 and the south line of said Tract B – Parcel 1, the following courses:

N 08° 35' 22" E, 20.00 feet,

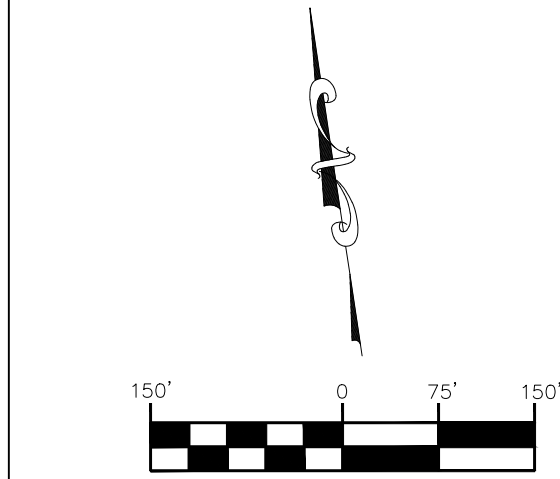
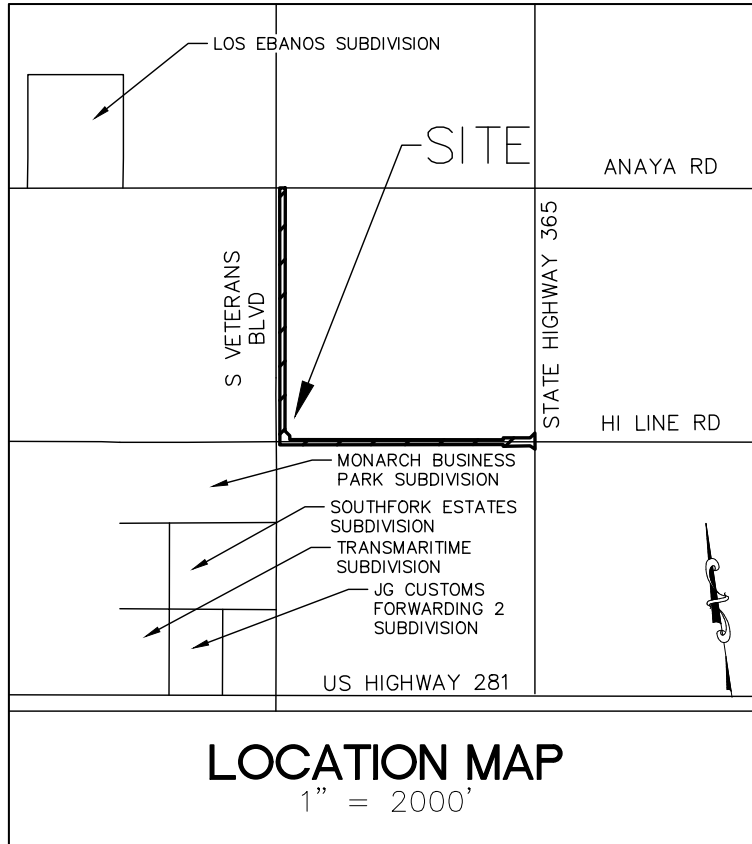
S 81° 24' 38" E, 280.00 feet, and

N 53° 35' 22" E, 70.71 feet to the **POINT OF BEGINNING**.

Containing in all, 268,088 square feet of land or 6.154 acres, more or less. Bearings based on Texas State Plane Coordinate System for the South Zone, 4205 (NAD83, 2011 Adjustment). This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



File: N:\0046341\00\06 CAD\DWG\Survey C3D\0046341V-ROW-BNDY-Ext1.dwg



METES AND BOUNDS DESCRIPTION:

A 6.154 ACRE TRACT SITUATED IN PORCION 71, NARROSO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING A PORTION OF SOUTH VETERANS BOULEVARD, ALSO KNOWN AS SOUTH "I" ROAD, SAID PORTION BEING OUT OF PARCELS 708, 70C, AND 70D, RECORDED IN DOCUMENT NO. 2002-1138786, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS, AND ALSO BEING A PORTION OF HI-LINE ROAD, SAID PORTION BEING OUT OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, PARCEL 65 P-6 RECORDED IN DOCUMENT NO. 2015-2660460, SAID OFFICIAL PUBLIC RECORDS, PARCEL 65 P-9 RECORDED IN DOCUMENT NO. 2015-2660460, SAID OFFICIAL PUBLIC RECORDS, AND TRACT ONE RECORDED IN DOCUMENT NO. 2006-1688912, SAID OFFICIAL PUBLIC RECORDS, IN ALL, SAID 6.154 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH ORANGE CAP STAMPED "WESTWOOD" AT THE INTERSECTION OF THE NORTH LINE OF HI-LINE ROAD AND THE WEST LINE OF STATE HIGHWAY 365, ALSO KNOWN AS SAN JUAN ROAD, A VARIABLE-WIDTH RIGHT-OF-WAY, FOR AN ANGLE POINT OF SAID PARCEL 65 P-6 AND THAT CERTAIN TRACT B - PARCEL 1 CONVEYED UNTO KVS DEVELOPMENT, LLC, RECORDED IN DOCUMENT NO. 2021-3201939, SAID OFFICIAL PUBLIC RECORDS, FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE WEST LINE OF SAID STATE HIGHWAY 365 RIGHT-OF-WAY, S 08° 35' 22" W, 180.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HI-LINE ROAD AND THE WEST LINE OF SAID STATE HIGHWAY 365 FOR AN ANGLE POINT OF SAID PARCEL 65 P-9, CONSIDERED WITH THE NORTH LINE OF SAID TRACT A - PARCEL 3, THE FOLLOWING COURSE:

RECORDED IN SAID DOCUMENT NO. 2021-3201939, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE SOUTH LINE OF SAID HI-LINE ROAD AND THE BOUNDARY OF SAID PARCEL 65 P-9, CONSIDERED WITH THE NORTH LINE OF SAID TRACT A - PARCEL 3, THE FOLLOWING COURSE:

N 36° 24' 36" W, 70.71 FEET,
N 81° 24' 38" W, 280.00 FEET, AND

N 08° 35' 22" E, 20.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 65 P-9, SAME BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID HI-LINE ROAD AND NORTH LINE OF SAID TRACT A - PARCEL 3, N 81° 24' 37" W, PASSING THE WESTERLY TERMINUS OF THE 40-FOOT WIDE ROAD SHOWN ON SAID RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2348.18 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT ONE RECORDED IN DOCUMENT NO. 2006-1688912, COINCIDENT WITH THE NORTHWEST CORNER OF THAT CERTAIN PARCEL 26 CONVEYED UNTO HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE, RECORDED IN VOLUME 982, PAGE 205, HIDALGO COUNTY DEED RECORDS, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ACROSS THE RIGHT-OF-WAY OF SAID SOUTH VETERANS BOULEVARD, ALONG THE WEST LINES OF SAID TRACT ONE AND SAID PARCELS 70D, 70C, AND 70B, RESPECTIVELY, N 08° 34' 37" E, 2640.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ANAYA ROAD, A 40-FOOT-WIDE RIGHT-OF-WAY, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ANAYA ROAD, S 81° 24' 37" E, 55.00 FEET TO A POINT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH VETERANS BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF SAID ANAYA ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF SAID PARCEL 70B, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH VETERANS BOULEVARD AND SAID PARCELS 70B, 70C, AND 70D, RESPECTIVELY, THE FOLLOWING COURSE:

S 08° 34' 37" W, 2530.24 FEET TO A 1/2" IRON ROD SET WITH ORANGE CAP STAMPED "WESTWOOD",
S 36° 27' 27" E, 70.67 FEET TO A 1/2" IRON ROD SET WITH ORANGE CAP STAMPED "WESTWOOD", AND

S 08° 30' 37" W, 20.00 FEET TO A 1/2" IRON ROD SET WITH ORANGE CAP STAMPED "WESTWOOD" AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH VETERANS BOULEVARD AND NORTH RIGHT-OF-WAY LINE OF SAID HI-LINE ROAD FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE NORTH LINE OF SAID HI-LINE ROAD, COINCIDENT WITH THE SOUTH LINE OF SAID TRACT B - PARCEL 1, S 81° 24' 37" E, PASSING THE WESTERLY TERMINUS OF THE 40-FOOT WIDE ROAD SHOWN ON SAID RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2243.16 FEET TO A POINT FOR THE WEST CORNER OF SAID PARCEL 65 P-6, SAME BEING AN ANGLE POINT OF SAID TRACT B - PARCEL 1 AND THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID HI-LINE ROAD, COINCIDENT WITH THE BOUNDARY OF SAID PARCEL 65 P-6 AND THE SOUTH LINE OF SAID TRACT B - PARCEL 1, THE FOLLOWING COURSE:

N 08° 35' 22" E, 20.00 FEET,
S 81° 24' 38" E, 280.00 FEET, AND

N 53° 35' 22" E, 70.71 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL, 268,088 SQUARE FEET OF LAND OR 6.154 ACRES, MORE OR LESS, BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH ZONE, 4205 (NAD83, 2011 ADJUSTMENT).

FP US HOLDINGS, LLC
(DOC. NO. 2015-2584516, OPR)

ZUKO FAMILY LIMITED PARTNERSHIP
(DOC. NO. 2016-2728450, OPR)



GENERAL NOTES:

1. THE BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH ZONE (4205), NAD83 (2011 ADJUSTMENT). DISTANCES SHOWN HEREON ARE SURFACE.
2. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGEND:

- | | |
|--------|--|
| NTS | NOT TO SCALE |
| OPR | OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS |
| DR | DEED RECORDS OF HIDALGO COUNTY, TEXAS |
| MR | MAP RECORDS OF HIDALGO COUNTY, TEXAS |
| R.O.W. | RIGHT-OF-WAY |
| S.F. | SQUARE FEET |
| | SET 1/2" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "WESTWOOD" |

ANNEXATION EXHIBIT OF
A PORTION OF
S. VETERANS BOULEVARD
AND HI-LINE ROAD

A 6.154 ACRE TRACT SITUATED IN PORCION 71, NARROSO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING A PORTION OF SOUTH VETERANS BOULEVARD, ALSO KNOWN AS SOUTH "I" ROAD, SAID PORTION BEING OUT OF PARCELS 708, 70C, AND 70D, RECORDED IN DOCUMENT NO. 2002-1138786, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS, AND ALSO BEING A PORTION OF HI-LINE ROAD, SAID PORTION BEING OUT OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, PARCEL 65 P-6 RECORDED IN DOCUMENT NO. 2015-2660460, SAID OFFICIAL PUBLIC RECORDS, PARCEL 65 P-9 RECORDED IN DOCUMENT NO. 2015-2660460, SAID OFFICIAL PUBLIC RECORDS, AND TRACT ONE RECORDED IN DOCUMENT NO. 2006-1688912, SAID OFFICIAL PUBLIC RECORDS



Westwood

Phone (210) 265-8300 211 N Loop 1604 E, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodsps.com

Westwood Professional Services, Inc.
TBPELS FIRM NO. 10074301 - TBPELS FIRM NO. F-11756
PROJECT NUMBER: R0046341.00
DATE OF PREPARATION: 12/10/2023

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the Northeast Corner of Hi Line Road & South Veterans Blvd. The property is approximately 6.154 AC and is illustrated in EXHIBIT A and further described below:

OWNER: Hidalgo County, Texas

A 6.154-acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being a portion of South Veterans Boulevard AND East Hi Line Road, said portion being out of Parcels 70B, 70C, and 70D, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police

patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of

the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

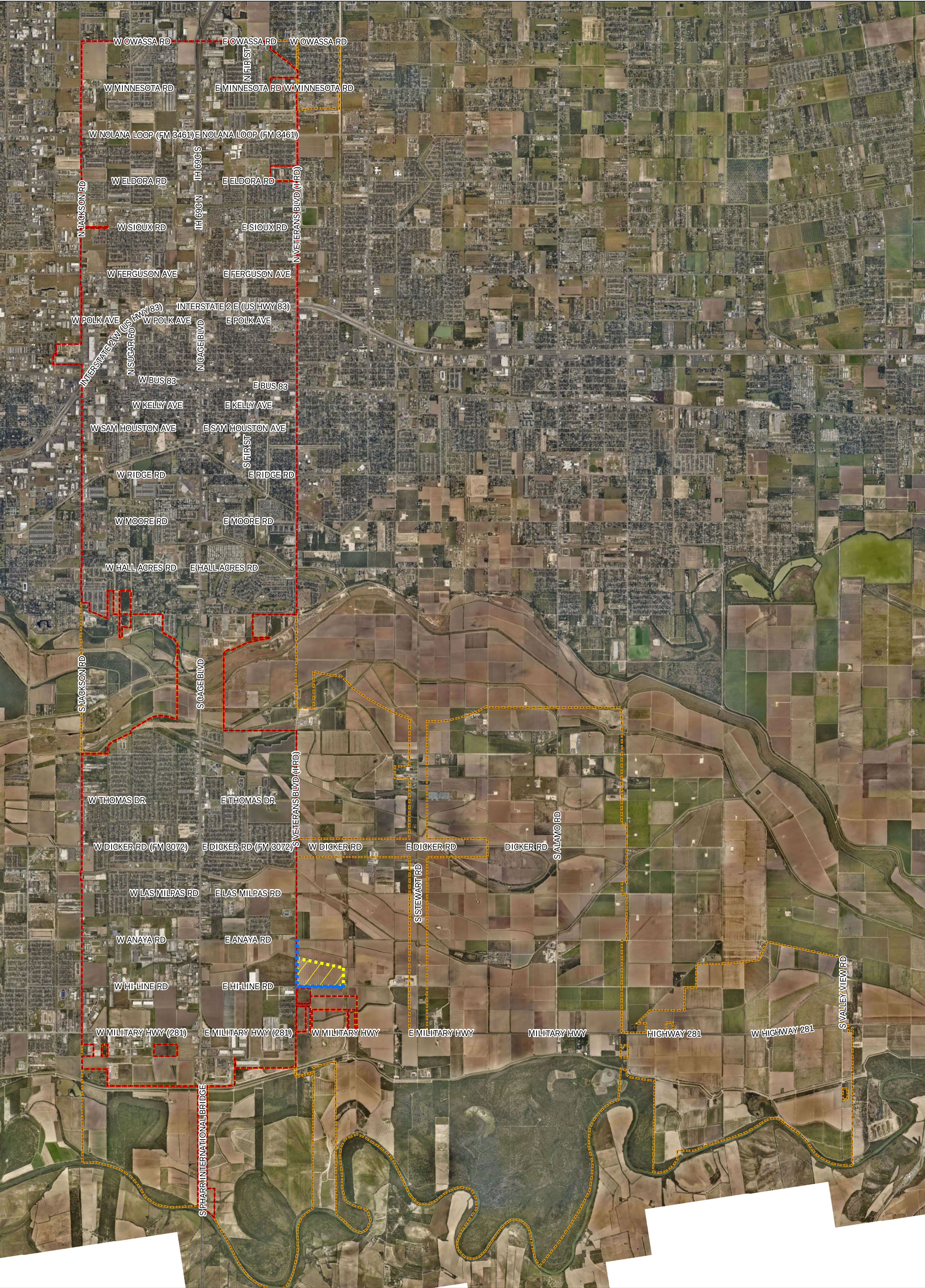
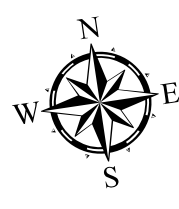
III.LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

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

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

DATE	ACTION/EVENT	LEGAL AUTHORITY
March 19, 2024	Submitted petition for annexation.	
April 1, 2024	Resolution to City Commission on accepting petition of annexation	
April 1, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for April 15, 2024 (14 days)	TLGC 43.0671
April 1, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>April 2, 2024, for publication on April 3, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
April 3, 2024	Legal Notice for Public Hearing Published for the date of April 15, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
April 15, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
April 15, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
May 6, 2024 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
May 20, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Hidalgo County

Date of Submittal: 3-11-2024

Proposed Acreage to be Annexed: 6.154 acres

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☐
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☐
A copy of the deed showing current ownership.	☐
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☐
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

Property Address: Night Of way of Hi-line road and a portion of South Veterans Blvd

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

Survey Name and Abstract No.: _____

Current Land Use: _____

Proposed Land Use and Purpose of Annexation: Public Road Right of way.

[illegible]

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

Owner(s) Name: Hidalgo Colony

If the property ownerships is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 2804 S. Business 201 City: Edinburg State: TX Zip Code: 78539

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

Owner's Signature: [Signature] Date: 3/21/2024

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☐ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: _____

Company's Name (if applicable): _____

Address: _____ City: _____ State: _____ Zip Code: _____

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

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: _____

Owner's Signature: _____ Date: _____

APPROVED BY
COMMISSIONERS COURT
ON: 3-19-24 MM
AI-94584



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Richard F. Cortez, owner of the land described below, hereby voluntarily petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately _____ acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) _____ Signature (Owner) Richard F. Cortez

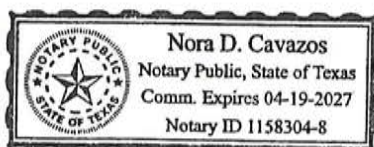
Print Name (Owner) _____ Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Cortez, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 21st day of March, 2024.



Nora D. Cavazos
NOTARY PUBLIC in and for the
STATE OF TEXAS

Nora D. Cavazos
Printed Name
My commission expires: 04-19-27

- A. [AI-94604](#) Requesting consideration and action to award and enter into a construction contract with Mata G. Construction Inc. the lowest responsible bidder in the amount of \$400,626.16 utilizing CDBG Fiscal Years 34-35 (2021-2022) Edcouch Parks, Rec. Facility Improvement Funds. [Click to View](#)
- B. [AI-94609](#) Requesting consideration and action to award and enter into a construction contract with The 5125 Company, the lowest responsible bidder in the amount of \$515,555.00 utilizing CDBG Fiscal Years 34,35 & 36 (2021,2022,2023) Hidalgo Flood Drainage Improvements Funds. [Click to View](#)
- C. [AI-94611](#) Requesting consideration and action to award and enter into a construction contract with NM Contracting, LLC., the lowest responsible bidder in the amount of \$738,206.35 utilizing CDBG Fiscal Years 31-35 (2018- 2022) La Joya Water/Sewer (Lift Station) Funds. [Click to View](#)
- D. [AI-94617](#) Discussion, consideration, and action approving application for 2018 & 2019 Hidalgo County "Palmview Lateral" projects for Precinct No. 3 with authority for County Judge Richard F. Cortez to sign any and all documents related to the application [Click to View](#)
- E. [AI-94581](#) Requesting approval of a best and final negotiated contract for professional architect services with Milnet Architectural Services, PLLC in the amount of \$26,755.51 utilizing CDBG FY 36 (2023) City of Elsa Public Facilities Improvement Funding and approval of Work Authorization No. 1. [Click to View](#)
19. **Emergency Management:**
- A. [AI-94594](#) 1. Approval of the appointment of the Hidalgo County Local Emergency Planning Committee Board.
2. Authorization for County Judge Richard F. Cortez to sign the Local Emergency Planning Committee membership updates form for the State Emergency Response Commission c/o TDEM Operation Section. [Click to View](#)
20. **Veterans Services:**
- A. [AI-94473](#) Approval to accept the grant budget amendment, as approved by the granting agency, to the FY 2024 (7-01-2023 - 06-30-2024) Texas Veterans Commission (TVC) Funds for Veterans Assistance Grant. [Click to View](#)
21. **Auditor's Office:**
- A. [AI-94583](#) Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2024" to the Department of State Health Services, and authorize the County Judge to execute the report. [Click to View](#)
22. **Planning Department:**
- A. [AI-94584](#) Discussion, consideration, and action on the Voluntary Annexation Petition Application and Checklist for the City of Pharr to facilitate the annexation of Hi-Line Road and a portion of South Veterans Blvd. by the City of Pharr. [Click to View](#)

APPROVED BY
COMMISSIONER'S COURT
ON: 3-19-24



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-33 Municipal Fiber Optic Fee Schedule (***3rd and Final Reading***). **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Fee ordinance is being amended to include the new Bark parental controls software license for customers through the updated agreement with Calix.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Imelda Perez

Created/Initiated - 5/15/2024

Jose Pena

Approved - 5/16/2024

Hilda Pedraza

Approved - 5/16/2024

Ricardo Rodriguez

Approved - 5/16/2024

Jamison Merrick

Approved - 5/16/2024

City Management Office

Final Approval - 5/17/2024

ORDINANCE NO. O-2024-___

AN ORDINANCE AMENDING ORDINANCES O-2023-33 AND O-2022-36 AMENDING THE MUNICIPAL FIBER OPTIC SERVICE FEE SCHEDULE, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Pharr desire to provide reliable, high-speed internet to the residents and businesses of Pharr, for the benefit and growth of economic and community goals; and

WHEREAS, the Board of Commissioners find that providing fiber-optic services will provide reliable, high-speed internet serves a public purpose; and

WHEREAS, the Board of Commissioners has approved a municipally owned fiber-optic broadband network to provide fast and reliable internet service to residential and commercial customers; and

WHEREAS, a community survey was conducted for residents and businesses to determine the appropriate monthly service rates; and

WHEREAS, home-ruled cities may take actions authorized by the City charter and not specifically prohibited or preempted by the Texas Constitution, state, or federal law; and

WHEREAS, Cities may regulate a range of local services to promote the general welfare of the City's residents; and

WHEREAS, the City, as a home-rule municipality, can provide a service and charge a user fee for its use; and

WHEREAS, the Board of Commissioners seeks to establish user fees for the cost of providing the services; and

WHEREAS, the City has adopted a schedule of fees, charges, expenses and a collection procedure for municipal fiber optic services and other such matters pertaining to this ordinance; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: Ordinance No. 2024-___ is hereby adopted.

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

Residential	Speed	Monthly Rate
Blue Plan	500 Mbps	\$25.00
Gold Plan	1 Gbps	\$50.00
Platinum Plan	2 Gbps	\$80.00

2. **Small Business Commercial Monthly Rates** – shall apply to small and medium sized businesses requiring a wireless modem.

Small Business	Speed	Monthly Rate
Silver Plan	300 Mpps	\$70.00
Blue Plan	500 Mbps	\$100.00
Gold Plan	1 Gbps	\$150.00
Platinum Plan	2 Gbps	\$200.00

3. **Enterprise Commercial Monthly Rates** – shall apply to businesses that require dedicated fiber connection.

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	300 Mbps	\$500.00
Blue Plan	500 Mbps	\$1,000.00
Gold Plan	1 Gbps	\$1,500.00
Enterprise 2 G	2 Gbps	\$2,000.00
Enterprise 5 G	5 Gbps	\$3,000.00
Enterprise 10 G	10 Gbps	\$4,000.00

B. FIRST MONTH SERVICE FEE

A payment for first month of service shall be made for residential, small business, and enterprise commercial connections to the city's broadband internet services prior to getting connected.

C. MISCELLANEOUS FEES

Type	Fee
Bark Parental Controls	\$12.00/month
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month
Outdoor Wireless Mesh Device	\$10.00/device/month

<u>Equipment Fees if not returned</u>	
UPS battery backup	\$65.00
Fiber ONT	\$120.00
Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00
<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

(*Note) – Standard modem is included at no charge.

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 6: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of April 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify Emergency Sanitary Sewer Manhole Collapse Service Repairs. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The City of Pharr had an emergency sanitary sewer manhole cave-in on Juarez Ave on March 26, 2024. Saenz Brothers was called out to work on major repairs due to limited required equipment and depths of located lines till April 6, 2024 by the City of Pharr. Amount for repairs totaled to \$130,000 - Project No. 2324-60-583-S34-01

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Ruben Rosales

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/14/2024

Approved - 5/14/2024

Approved - 5/15/2024

Approved - 5/15/2024

Approved - 5/15/2024

Approved - 5/16/2024

Final Approval - 5/17/2024

**CITY OF PHARR**

118 S. Cage Blvd.
PO Box 1729
Pharr, TX 78577

PURCHASE ORDER**PO Number: 192296****Date:** 05/10/2024**Requisition #: 192296****Vendor #: 0157480**

ISSUED TO: SAENZ BROTHERS CONSTRUCTION, LLC
3226 NORTH VICTORIA ROAD
DONNA, TX 78537

SHIP TO: PUBLIC UTILITIES
Attn: RUBEN ROSALES
801 E SAM HOUSTON
Pharr, TX 78577

ITEM COMM CODE	DESCRIPTION	GL ACCT #	UNITS	PRICE	AMOUNT
1 913-78	SANITARY SEWER MANHOLE COLLAPSE AT JUAREZ AVE	60-58300-3303-000	1	130,000.00	130,000.00
MARCH 26 TO APRIL 6, 2024: EMERGENCY SANITARY SEWER MANHOLE COLLAPSE AT JUAREZ AVE. REMOVE AND REPLACE MANHOLE. BYPASS FOR APPROX. 800 FEET. PAVEMENT REPAIR (BACKFILL, STABILIZED SAND, GRAVEL, AND ASPHALT). MOBILIZATION, EQUIPMENT, MATERIAL, SAFETY MASK FOR CONFINED SPACE, TRAFFIC CONTROL, AND LABOR.					
DEPT COMMITTED					

Requested by: Diana Martinez**Authorized by****Purchasing Director:**

SHIPPING	0.00
TOTAL	130,000.00

1. Purchase Order numbers must appear on all shipping containers, packing slips, and invoices. Failure to comply with the above request may delay payment.
2. All goods are to be shipped F.O.B. Destination unless otherwise stated.
3. The City is exempt from all federal excise and state tax - ID# 74-6001875.

Audit Clause: The City of Pharr reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to awarded Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.



Pharr

Purchasing



PURCHASE REQUEST FORM (REQUISITION)

PO # 192296

DEPARTMENT: PUBLIC UTILITIES DIVISION: Water Distribution DATE: 4/26/2024

SUGGESTED VENDORS:

VENDOR#1 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE
SAENZ BROTHERS CONSTRUCTION	3226 N VICTORIA RD DONNA, TEXAS 78537	956-464-3400	\$ 130,000.00
VENDOR#2 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE
VENDOR#3 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE

RECOMMENDED VENDOR: SAENZ BROTHERS CONSTRUCTION

JUSTIFICATION FOR PURCHASE: **REQUIRED:** EMERGENCY MANHOLE CAVE IN REPAIR

GRAND TOTAL \$ 130,000.00

TO BE FILLED OUT BY DEPARTMENTS:		BUDGET FUNDS AVAILABLE		BUDGETED
ACCOUNT NUMBER(S)	CURRENT BALANCE	TOTAL EXPENSE	AFTER BALANCE	YES / NO
60-58300-3303-000		(\$ 130,000.00)	-\$ 130,000.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	

DIVISION HEAD: JAVIER RODRIGUEZ DATE: 4/26/2024

NOTE: ALL REQUESTS UNLESS APPROVED BY DIRECTOR AS AN EMERGENCY, MUST BE REQUESTED AND SUBMITTED THREE (3) DAYS IN ADVANCE AND MUST HAVE A MONETARY AMOUNT UNLESS IT IS AN UNPREDICTABLE EXPENSE.

DIRECTOR: _____

DEPUTY CITY MANAGER: _____
(To be routed by Purchasing >\$25,000)

DATE: _____

DATE: _____

PURCHASING: _____

CITY MANAGER: _____

DATE: _____

DATE: _____



SAENZ BROTHERS CONSTRUCTION

3226 N Victoria Rd Donna, TX 78537 Phone (956) 464-3400 Fax (956) 464-3401
saenzbrothers@yahoo.com karla@saenzbrothers.com

To: City of Pharr
 Attn: Ruben Rosales
 Address: 801 E. Sam Houston
 City, TX: Pharr, TX 78577
 Phone: (956) 402-4300

Invoice No.: **1912**
 Date: **4/15/2024**

Project Name
Emergency Sanitary Sewer Manhole Collapse at Juarez Ave

DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
March 26, 2024 to April 6, 2024: Emergency Sanitary Sewer Manhole collapse at Juarez Ave. Remove and replace manhole. Bypass for approx. 800 feet. Pavement repair (backfill, stabilized sand, gravel and asphalt). Mobilization, equipment, material, safety mask for confined space, traffic control, and labor.	LS	1	\$ 130,000.00	\$ 130,000.00
Please Make all Checks Payable to Saenz Brothers Construction, LLC			SUBTOTAL	\$ 130,000.00
THANK YOU FOR YOUR BUSINESS!			SALES TAX	\$ -
			TOTAL	\$ 130,000.00





Pharr

Public Utilities



~~CONFIDENTIAL MEMORANDUM~~

DATE: April 30, 2024
TO: Mayra Gomez, Purchasing Director
FROM: Ruben Rosales, Public Utilities Director -RR.

SUBJECT: Saenz Brothers Construction – Emergency Manhole Repair
--

Saenz Brothers Construction was contacted to repair a manhole cave-in. Work performed in major manhole repair was unable to be done by city due to required equipment and depths of located lines. Saenz Brothers was contacted as an emergency to prevent major accident due to hole in street.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: May 9, 2024

MEETING DATE: May 20, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to reject single bid and advertise the re-letting of the Fiscal Year 2016 Donations Acceptance Program (FY 16 DAP) projects. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: TxDOT has concurred with the City of Pharr to reject single bid and advertise to re-let FY 16 DAP. The proposed advertisement period will begin on May 22, 2024, and the proposed bid opening date is June 20, 2024. The FY 16 DAP projects include the following:

- CSJ #0921-02-424, Dock Expansion Phase I (Dry)
- CSJ #0921-02-425, Dock Expansion Phase II (Cold)
- CSJ #0921-02-433, Agricultural Lab

Project No. 2324-71-510-C03-260

Fiscal Consideration: The FY 16 DAP projects will be advertised for a minimum of 21 days in The Advance News Journal and The Monitor.

Staff Recommendation: Staff recommends authorizing City Manager to advertise the re-letting of FY 16 DAP.

Alternatives: FY 16 DAP

Exclude Material from Public Packet? No

Reason: No alternative. The FY 16 DAP projects must be advertised to move on to the next step of project development.

ROUTING:

Maria Rangel

Ruben Alfaro

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/9/2024

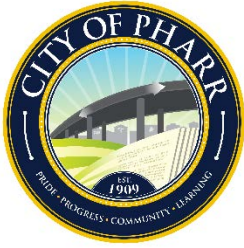
Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Final Approval - 5/17/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

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 - 5/16/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.1.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lot 1-A and the East 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. CUP#180648 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). This request constitutes the 5th renewal for Smokin' Moon, LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/14/2024
Approved - 5/15/2024
Final Approval - 5/16/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#180648 (SMOKIN' MOON, LLC.)

GENERAL INFORMATION:

APPLICANT: Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 1-A and the East 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1617 West Polk Avenue.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned Heavy Commercial District (H-C) to the east and west and General Business District (C) to the north, south and west. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
------------------	----------------------	--

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

DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.
--	---



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC – Smokin' Moon, LLC.

Background:

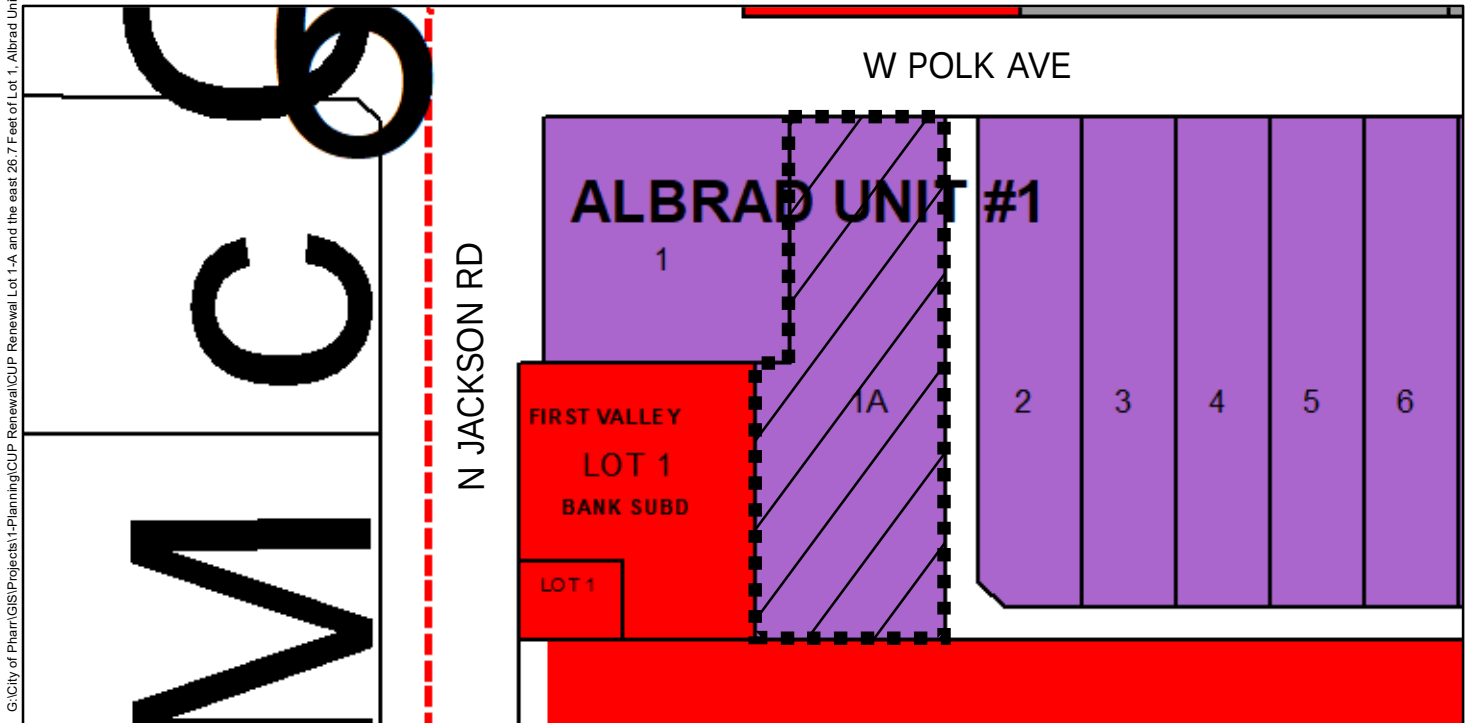
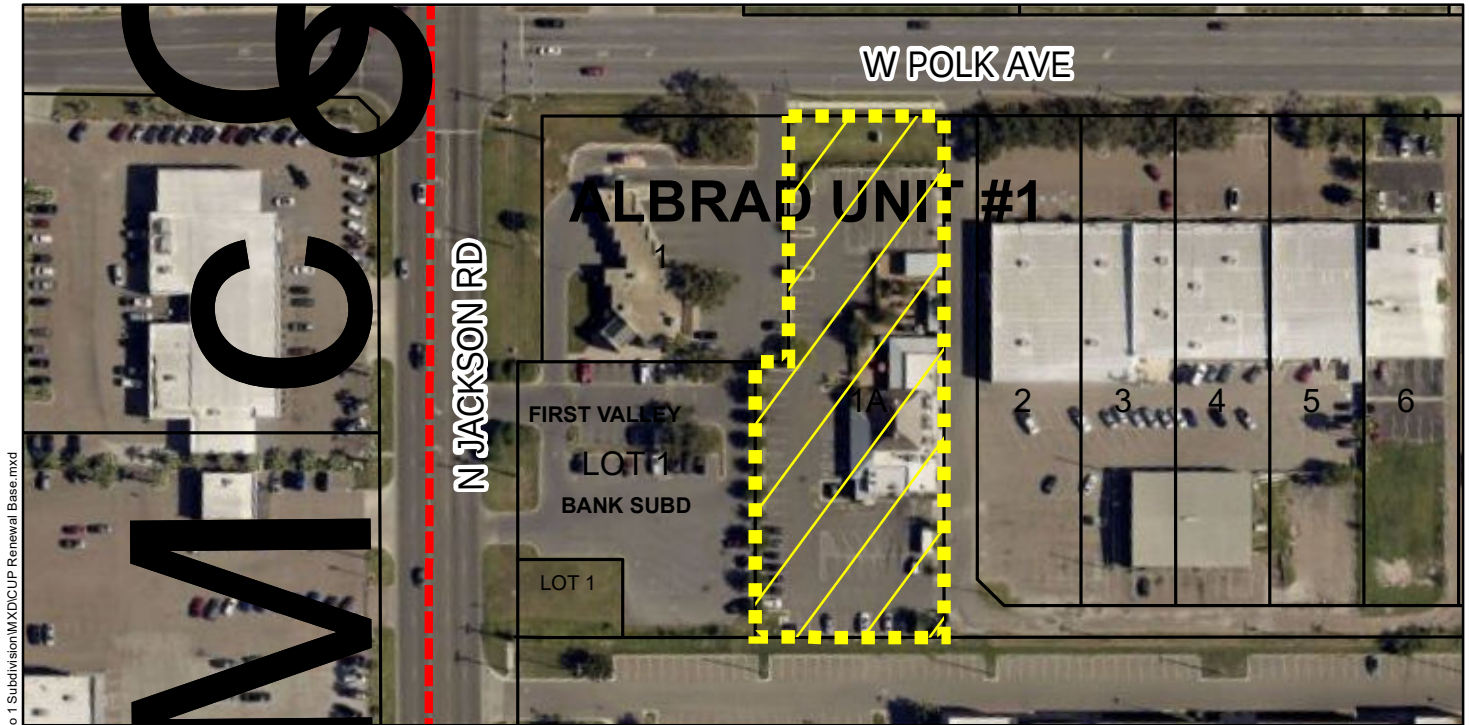
Smokin' Moon, LLC. is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Smokin' Moon, LLC.

The property is located at 1617 West Polk Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

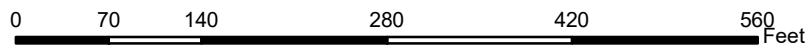
Staff recommends **approval** of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision
 Bernard Watson & Joseph L. Salinas



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

Scale: 1 inch = 145 feet





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.2.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Taqueria Tepeque Express, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 701 East Nolana Loop, Suite #3A. CUP#230384 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Taqueria Tepeque 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). This request constitutes the 1st renewal for Taqueria Tepeque Express.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/14/2024
Approved - 5/15/2024
Final Approval - 5/16/2024



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#230384 (TAQUERIA TEPEQUE EXPRESS)
--

GENERAL INFORMATION:

APPLICANT: Taqueria Tepeque 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).

LEGAL DESCRIPTION: The property is legally described as being 0.041 acres, more or less, out of Lot 2, Hacienda Santa Lucia Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 701 East Nolana Loop, Suite #3A.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the east and west. The property to the north is zoned Residential Multi-Family High Density (R-MFHD). The property to the south is zoned Agricultural and/or Open Space District (A-O). The area is generally designated for commercial in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC –

Taqueria Tepeque Express

Background:

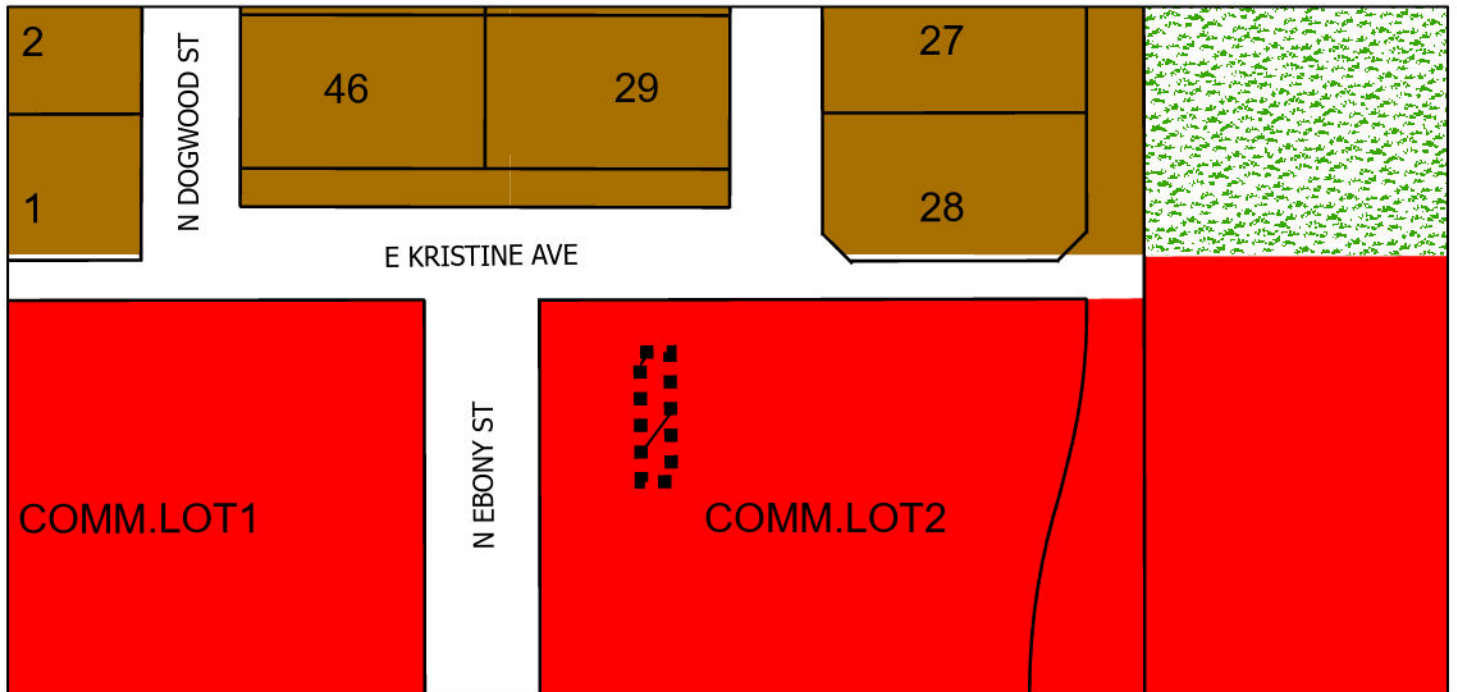
Taqueria Tepeque Express is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Taqueria Tepeque Express.

The property is located at 701 East Nolana Loop, Suite #3A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

CUP Renewal
701 E NOLANA LP
TAQUERIA TEPEQUE EXPRESS



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,200

0 50 100 200 300 400 Feet



Date: 4/30/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.3.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Kans & Kegs #4 LLC. is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas. The property's physical address is 6804 South Cage Boulevard. CUP#200525 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Kans & Kegs #4 LLC. 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). This request constitutes the 3rd renewal for Kans & Kegs #4 LLC.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/15/2024
Approved - 5/15/2024
Final Approval - 5/16/2024



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#200525 (KANS & KEGS #4, LLC)

GENERAL INFORMATION:

APPLICANT: Kans & Kegs #4 LLC. 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).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 30 and 31, Block 5, Evans Subdivision No. 3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6804 South Cage Boulevard.

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

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
------------------	----------------------	--

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
-------------------------	--

CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
-------------------------	--

HEALTH:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC -

Kans & Kegs #4 LLC

Background:

Kans & Kegs #4 LLC., 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). This request constitutes the 3rd renewal for Kans & Kegs #4 LLC.

The property is located at 6804 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

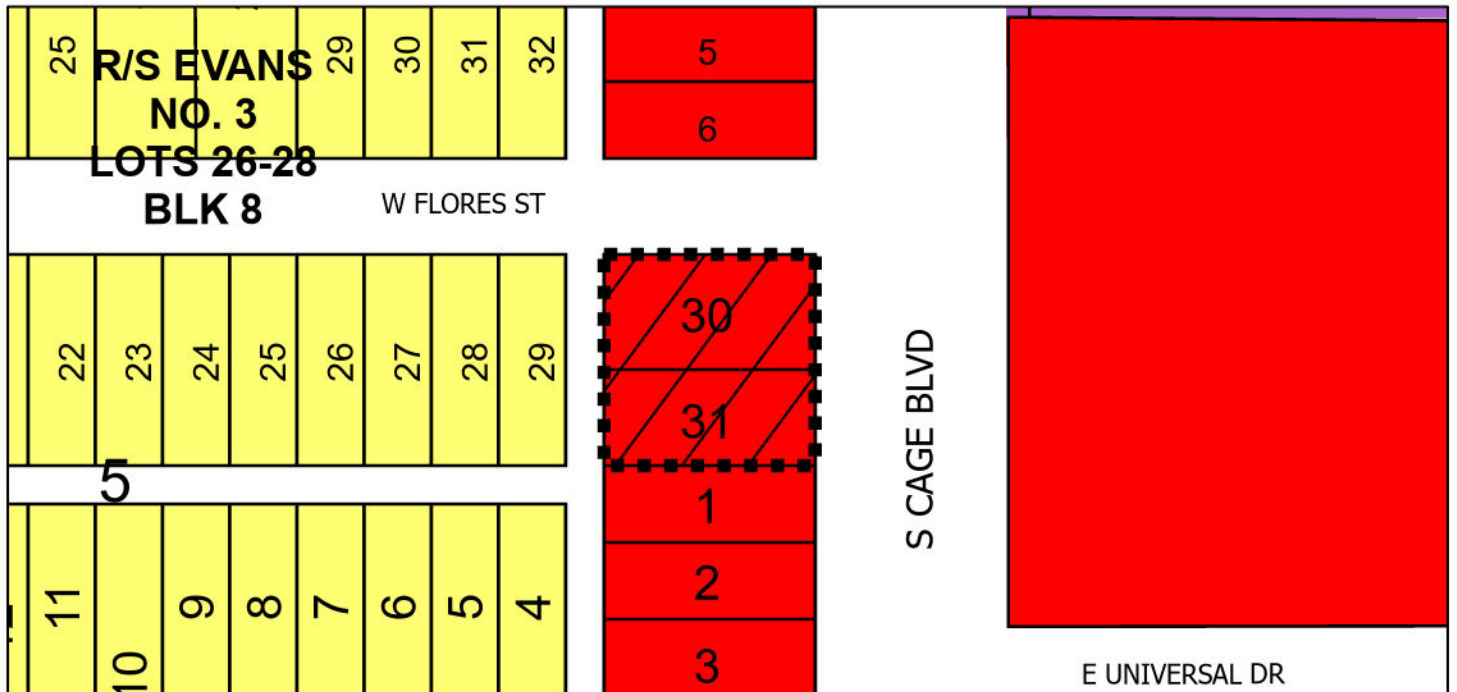
Recommendations:

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

CUP Renewal
6804 S CAGE BLVD
KANS & KECS #4 / NORA RODRIGUEZ



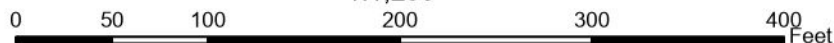
G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 6804 S CAGE BLVD KANS & KECS #4100_Renewal Base.aprx



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,200



Date: 4/29/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.4.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property's physical address is 212 West State Street. CUP#190641 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). This request constitutes the 4th renewal for Sepi's.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/15/2024
Approved - 5/15/2024
Final Approval - 5/16/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#190641 (SEPI'S)
--

GENERAL INFORMATION:

APPLICANT: Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 22, Block 30, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 212 West State Street.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north, east and west and General Business District (C) to the south. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:

Recommends approval of the Conditional Use Permit.

HEALTH:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC –

Sepi's

Background:

Carlos R. Elizondo, d/b/a Sepi's, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Sepi's.

The property is located at 212 West State Street. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

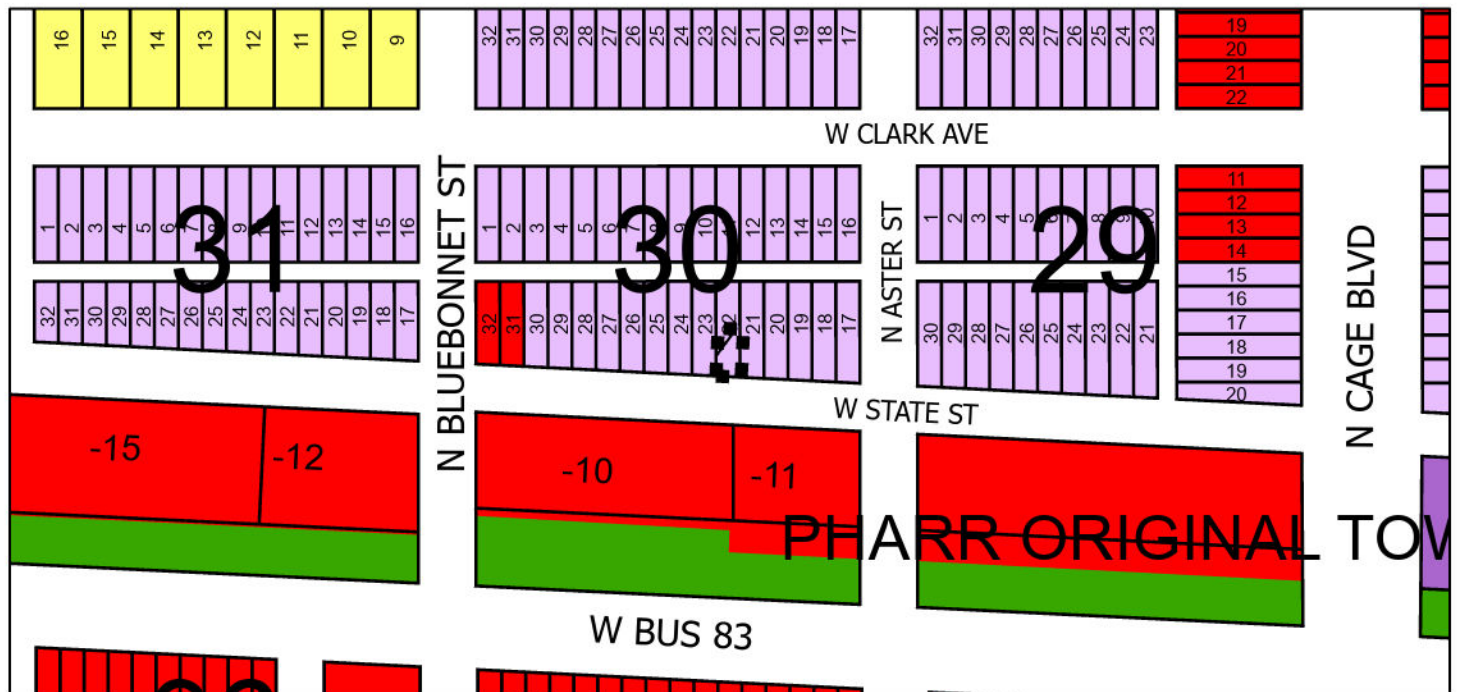
Recommendations:

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

CUP Renewal
 LOT 22 BLK 30 PHARR ORIGINAL
 TOWNSITE
 212 W STATE ST
 CARLOS R ELIZONDO D/B/A SEPI'S



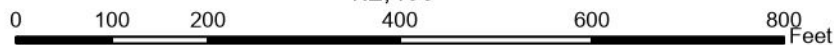
G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 212 W STATE ST SEPI'S\00_Renewal Base.aprx



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:2,400



Date: 4/11/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.5.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Marisela Linan Perez and Loremi Cantu d/b/a Exclusive Event Center LLC., are requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard.CUP#230275
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: Marisela Linan Perez and Loremi Cantu d/b/a Exclusive Event Center LLC., are requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 1st renewal for Exclusive Event Center.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/15/2024
Approved - 5/16/2024
Final Approval - 5/16/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#230275 (EXCLUSIVE EVENT CENTER)
--

GENERAL INFORMATION:

APPLICANT: Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center LLC., are requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.351 acres, more or less, out of Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the east, south and west and General Business District (C) and Agriculture and/or Open Space District (A-O) to the north. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC –

Exclusive Event Center

Background:

Marisela Linan Peralez and Loremi Cantu d/b/a Exclusive Event Center LLC., are requesting renewal of the Conditional Use Permit and late hours permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 1st renewal for Exclusive Event Center.

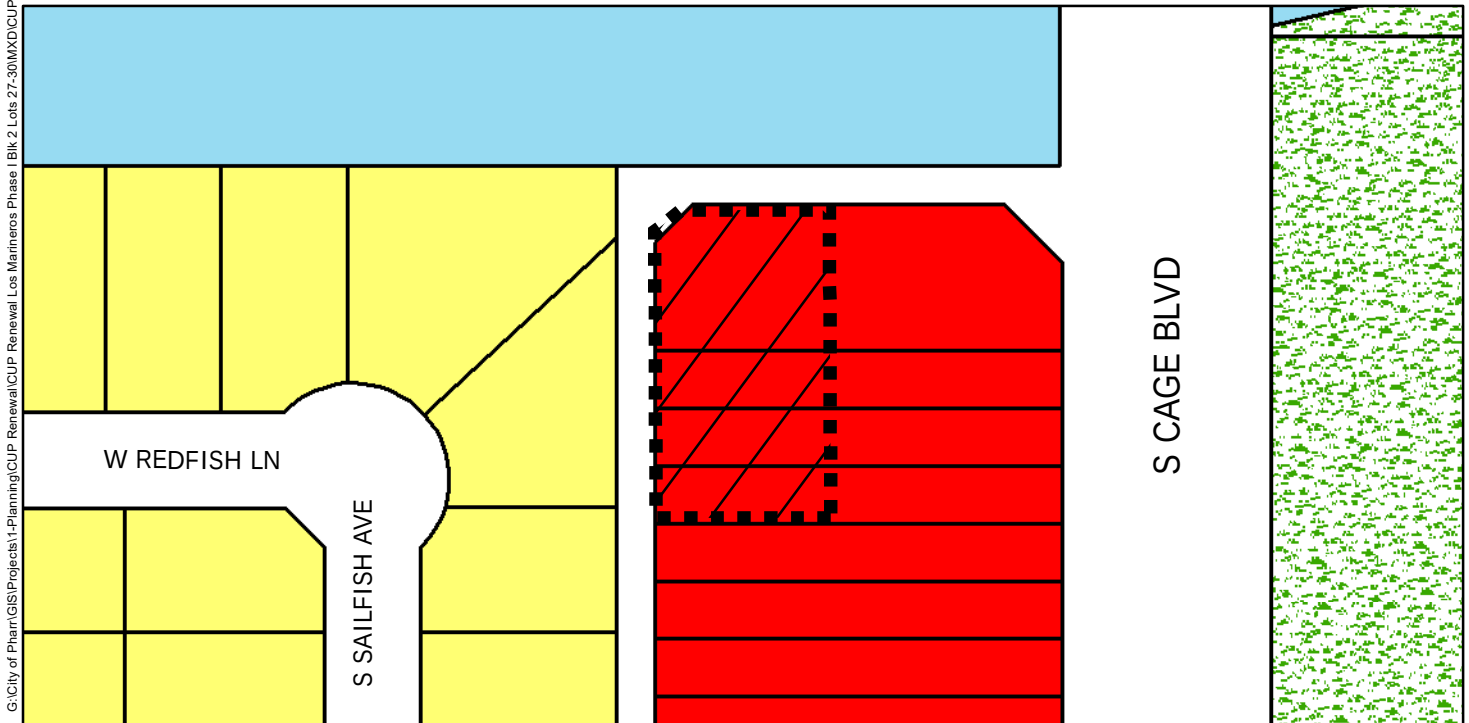
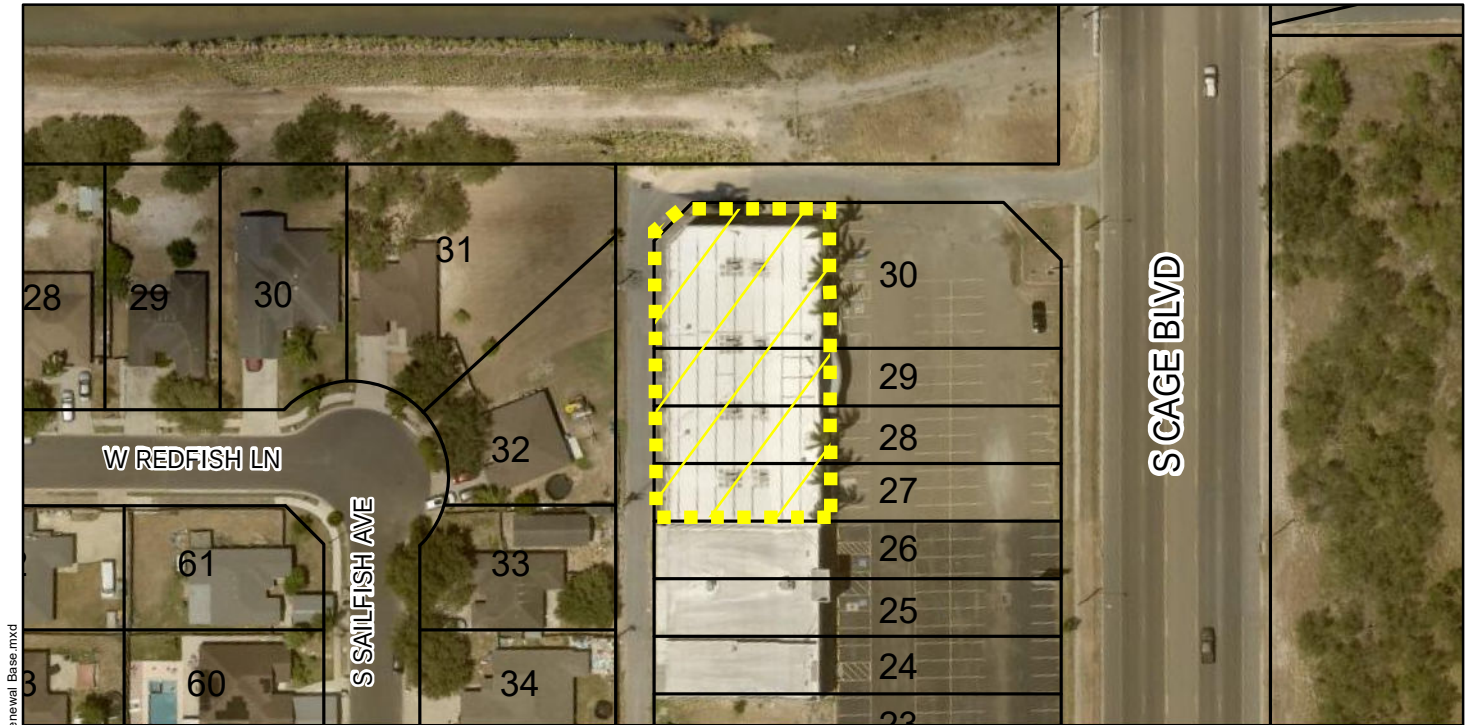
The property is located at 2200 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

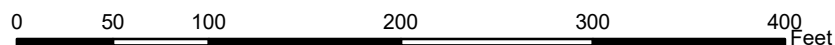
Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

Conditional Use Permit Renewal
 Lots 27-30, Block 2, Los Marineros Subdivision Phase 1



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

Scale: 1 inch = 100 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 4/1/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.F.6.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1201 South Jackson Road, Suite 9. CUP#140525 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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). This request constitutes the 9th renewal for 100% Antojitos Mexicanos.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/15/2024
Approved - 5/16/2024
Final Approval - 5/16/2024



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#140525 (100% ANTOJITOS MEXICANOS)
--

GENERAL INFORMATION:

APPLICANT: Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, 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).

LEGAL DESCRIPTION: The property is legally described as being a 0.04 acre tract of land out of Lot 1, Jackson Ridge Court Phase 2 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1201 South Jackson Road, Suite 9.

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

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

May 20, 2024

Conditional Use Permit **Renewal** for ABC –

100% Antojitos Mexicanos

Background:

Jose Ruben Mendez, d/b/a 100% Antojitos Mexicanos, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 9th renewal for 100% Antojitos Mexicanos.

The property is located at 1201 South Jackson Road, Suite 9. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

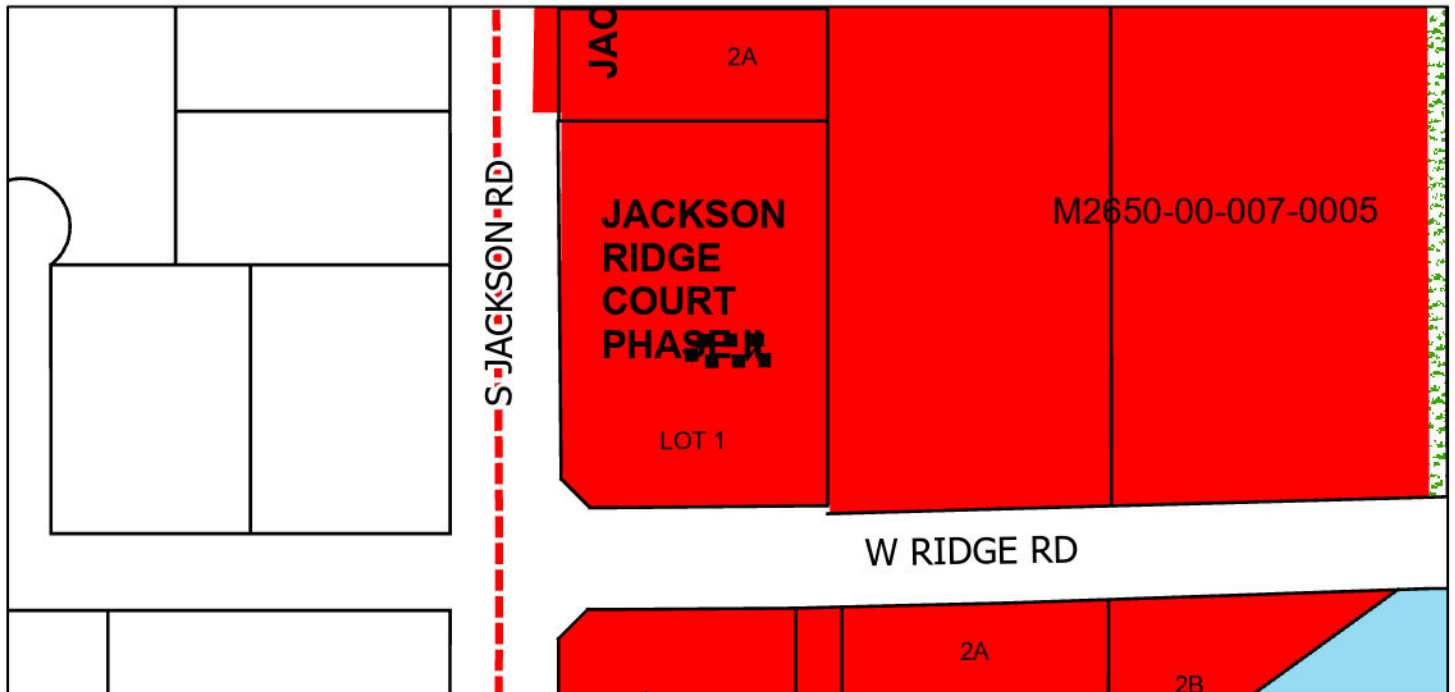
Recommendations:

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

CUP Renewal
 0.04 acre out of Lot 1 Jackson Ridge
 Court Phase 2 Subdivision
 1201 S JACKSON RD STE 9
 100% ANTOJITOS MEXICANOS



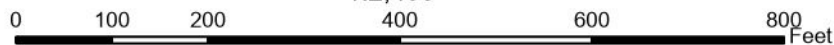
G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal 1201 S JACKSON STE 9 ANTOJITOS\00_Renewal Base.aprx



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:2,400



Date: 4/11/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.G.

DATE SUBMITTED: May 16, 2024

MEETING DATE: May 20, 2024

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 - 5/16/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.G.1.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Humberto Tijerina and Evangelina A. Tijerina, Trustees, is requesting final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1. The property is legally described as being a Resubdivision of 1.644 acres, consisting of 1.144 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of an acre being all of Ordonez Subdivision being all of Lot 1, Pharr, Hidalgo County, Texas. The property is located within the 1800 Block of South Cage Boulevard. SUB#210513 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Melden & Hunt Inc., representing Humberto Tijerina and Evangelina A. Tijerina, Trustees, is requesting final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1 subject to the listed conditions being completed prior to plat recording.

Planning & Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Circle K Pharr Subdivision Phase 1 Lot 1 at their meeting on May 13, 2024. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/14/2024
Approved - 5/14/2024
Final Approval - 5/15/2024



MEMORANDUM

DATE: MONDAY, MAY 20, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CIRCLE K PHARR SUBDIVISION PHASE 1 LOT 1 FILE NO. SUB#210513
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Humberto Tijerina and Evanagelina A. Tijerina, Trustees, is requesting final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1.

LEGAL DESCRIPTION: The property is legally described as being a Resubdivision of 1.644 acres, consisting of 1.144 acres out of Lot 220 Kelly-Pharr Subdivision and 0.500 of an acre being all of Ordenez Subdivision being all of Lot 1, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1800 Block of South Cage Blvd.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Planned Unit Development District (PUD) to the north, General Business District (C) to the east and Agricultural and/or Open Space District (A-O) to the south and west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Circle K convenience store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Circle K Pharr Subdivision Phase 1 Lot 1 subject to the following conditions to being completed prior to plat recording.

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

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. Need to paint fire hydrants as per fire department standards.

WATER: 1. Need to install concrete collars around valves.

SEWER: 1. In compliance.

DRAINAGE: 1. Detention area shall have sod.

OTHER: 1. Subject to compliance prior to recording.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Circle K Pharr Subdivision Phase 1 Lot 1 at their meeting on May 13, 2024.

MAP OF
**CIRCLE K PHARR SUBDIVISION
PHASE 1 LOT 1**

BEING A RESUBDIVISION OF 1.644 ACRES [71,603.50 Sq. Ft.]

CONSISTING OF:
1.144 ACRES [49,817.74 Sq. Ft.]
OUT OF LOT 220,
KELLY-PHARR SUBDIVISION
VOLUME 0, PAGE 27, H.C.M.R.

&
0.500 OF AN ACRE [21,785.76 Sq. Ft.] BEING ALL OF
ORDONEZ SUBDIVISION
BEING ALL OF LOT 1
VOLUME 23, PAGE 140B, H.C.M.R.
CITY OF PHARR,
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "CIRCLE K PHARR SUBDIVISION PHASE 1, LOT 1" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

H & E TIJERINA CHILDREN'S FAMILY, LTD.

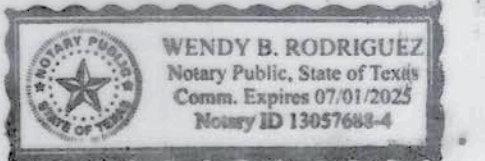
HUMBERTO TIJERINA, TRUSTEE
2208 SW AUGUSTA SQ
MCALLEN, TX 78503

EVANGELINA A. TIJERINA, TRUSTEE
2208 SW AUGUSTA SQ
MCALLEN, TX 78503

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HUMBERTO TIJERINA 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, THIS THE 7th DAY OF June, 2023.

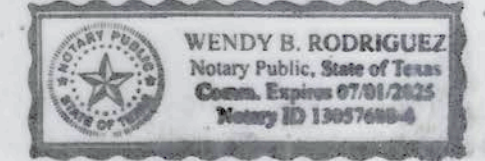
Wendy B. Rodriguez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:



STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EVANGELINA A. TIJERINA 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, THIS THE 7th DAY OF June, 2023.

Wendy B. Rodriguez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "CIRCLE K PHARR SUBDIVISION PHASE 1, LOT 1" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

H & E TIJERINA REAL ESTATE, LTD.

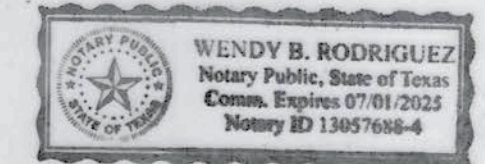
HUMBERTO TIJERINA, TRUSTEE
2208 SW AUGUSTA SQ
MCALLEN, TX 78503

EVANGELINA A. TIJERINA, TRUSTEE
2208 SW AUGUSTA SQ
MCALLEN, TX 78503

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HUMBERTO TIJERINA 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, THIS THE 7th DAY OF June, 2023.

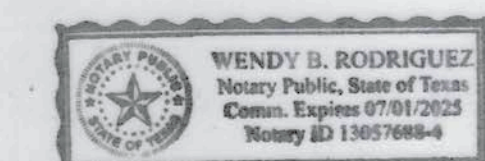
Wendy B. Rodriguez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:



STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EVANGELINA A. TIJERINA 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, THIS THE 7th DAY OF June, 2023.

Wendy B. Rodriguez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:



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 6th DAY OF June, 2023.

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

DATE SURVEYED: 06/16/2021
T-1104, PG. 23
SURVEY JOB # 19248.02



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

GENERAL NOTES:

- PARTIALLY IN FLOOD ZONE DESIGNATION: ZONE "B", ZONE "C" ZONE "B" 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.
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
- MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
CAGE BOULEVARD: 60.00 FEET
W. MOORE DRIVE: 40.00 FEET
SOUTH: 10.00 FEET
WEST: 6.00 FEET
- THE RUNOFF STORAGE REQUIRED FOR THIS SUBDIVISION IS 11,698.00 C.F. OF STORM SEWER RUNOFF. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 11,698.00 C.F. OF 2.280 ACRES FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENT.
- NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- BENCH MARK CITY OF PHARR'S BENCH MARK: BM #32 LOCATED 58 FEET WEST OF THE WEST R.O.W. LINE OF THE INTERSECTION OF CAGE BOULEVARD AND W. MOORE ROAD. NORTHING=16588575.901 EASTING=1086815.048 ELEVATION=92.51
- BENCH MARK: LOCATED ON A SQUARE CUT ALONG THE WEST SIDE OF CAGE BOULEVARD. NORTHING=16588320.0780 EASTING=1086850.6890 ELEVATION=90.31
- NO BUILDING ALLOWED OVER ANY EASEMENT GRANTED BY THIS PLAT.
- CONSTRUCTION WILL COMPLY WITH T.P.D.E.S. REQUIREMENTS AND SITE'S STORM WATER POLLUTION PREVENTION PLAN.
- 5.0' FT SIDEWALK WITH ADA RAMPS AND LANDINGS SHALL BE REQUIRED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.
- LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
- OWNER(S) TO MAINTAIN DETENTION/RETENTION AREA.
- ADDITIONAL FIRE PROTECTION SHALL BE REQUIRED DURING THE BUILDING REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

METES AND BOUNDS DESCRIPTION:

BEING 1.644 ACRES [71,603.50 Sq. Ft.] SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, CONSISTING OF: 1.144 ACRES [49,817.74 Sq. Ft.] OUT OF LOT 220, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, HIDALGO COUNTY MAP RECORDS, AND 0.500 OF ONE ACRE [21,785.76 Sq. Ft.] BEING ALL OF LOT 1, ORDONEZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 23, PAGE 140B, HIDALGO COUNTY MAP RECORDS, WHICH SAID 1.144 ACRES [49,817.40 Sq. Ft.] ARE OUT OF A CERTAIN TRACT CONVEYED TO THE H & E TIJERINA CHILDREN'S FAMILY PARTNERSHIP BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2487030, HIDALGO COUNTY OFFICIAL RECORDS, AND SAID 0.500 [21,785.76 Sq. Ft.] OF ONE ACRE CONVEYED TO THE H & E TIJERINA REAL ESTATE LIMITED PARTNERSHIP BY VIRTUE OF A SPECIAL WARRANTY DEED UNDER DOCUMENT NUMBER 1220429, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.644 ACRES [71,603.50 Sq. Ft.] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 220 AND THE INTERSECTION S. CAGE BOULEVARD AND W. MOORE ROAD;

THENCE, S 81° 33' 36" E A DISTANCE OF 60.00 FEET;

THENCE, S 08° 26' 24" W A DISTANCE OF 40.00 FEET TO A No. 4 REBAR SET FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE NORTHEAST CORNER AND A POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 26' 24" W (S 08° 26' W) AT A DISTANCE OF 11.04 FEET PASS A No. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE CLAIMED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, CONTINUING A TOTAL DISTANCE OF 147.60 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

2. THENCE, S 81° 33' 36" E A DISTANCE OF 10.00 FEET TO A No. 4 REBAR FOUND [NORTHING: 16588353.818, EASTING: 1086847.802] FOR AN OUTSIDE CORNER OF THIS TRACT;

3. THENCE, S 08° 26' 24" W A DISTANCE OF 148.90 FEET TO A No. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, N 81° 33' 36" W A DISTANCE OF 245.00 FEET TO A No. 4 REBAR SET [NORTHING: 16588342.490, EASTING: 1086833.401] FOR THE SOUTHWEST CORNER OF THIS TRACT;

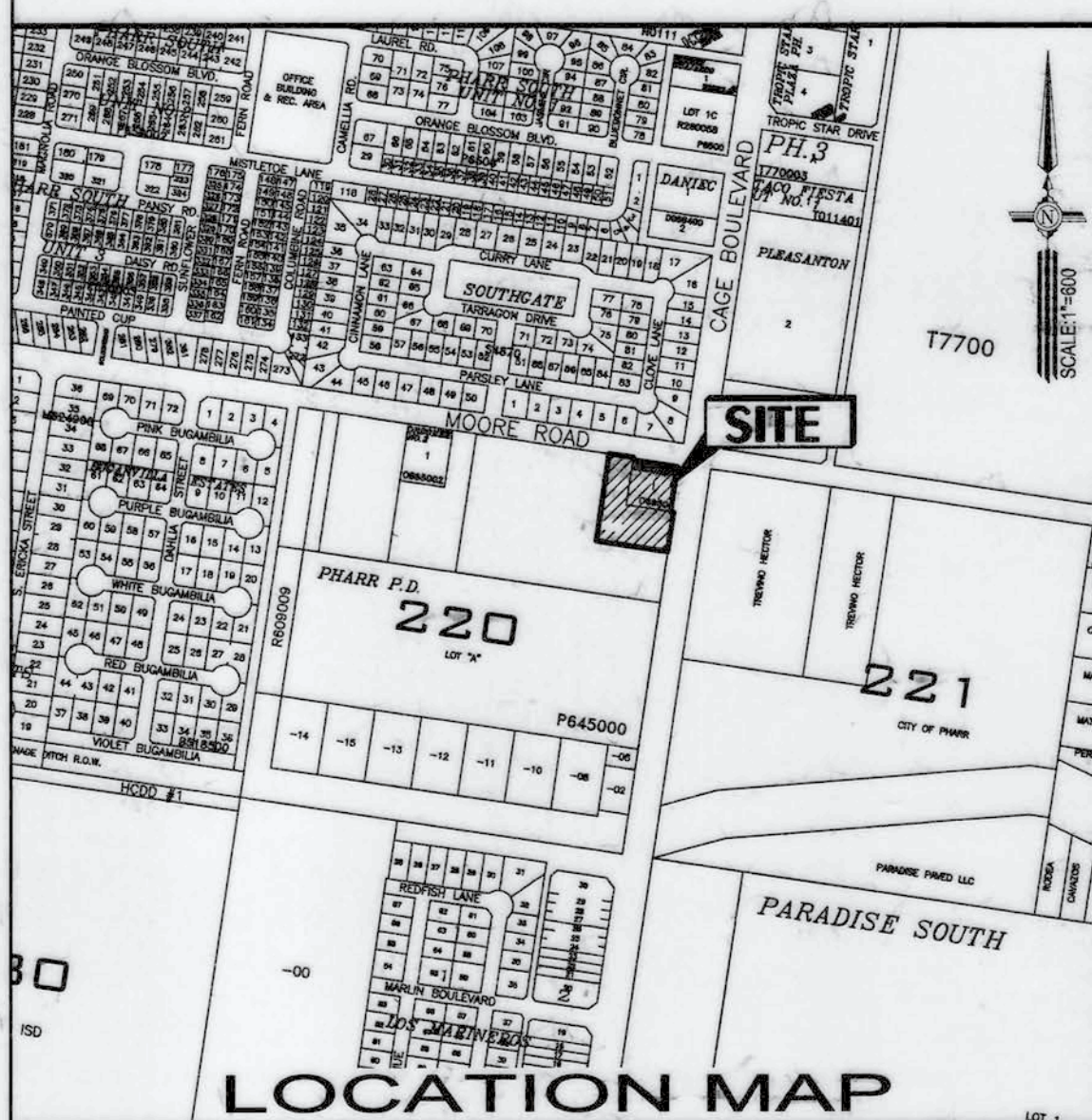
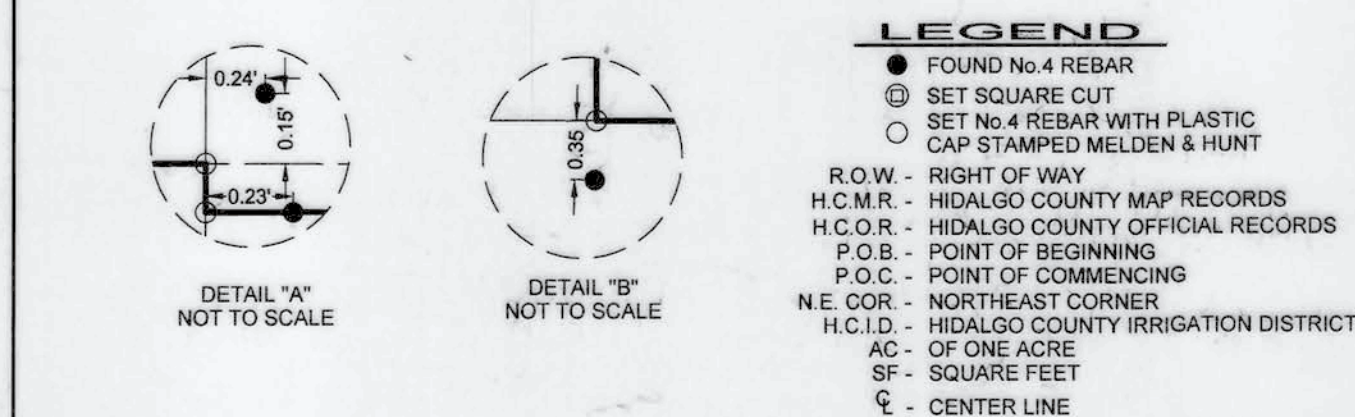
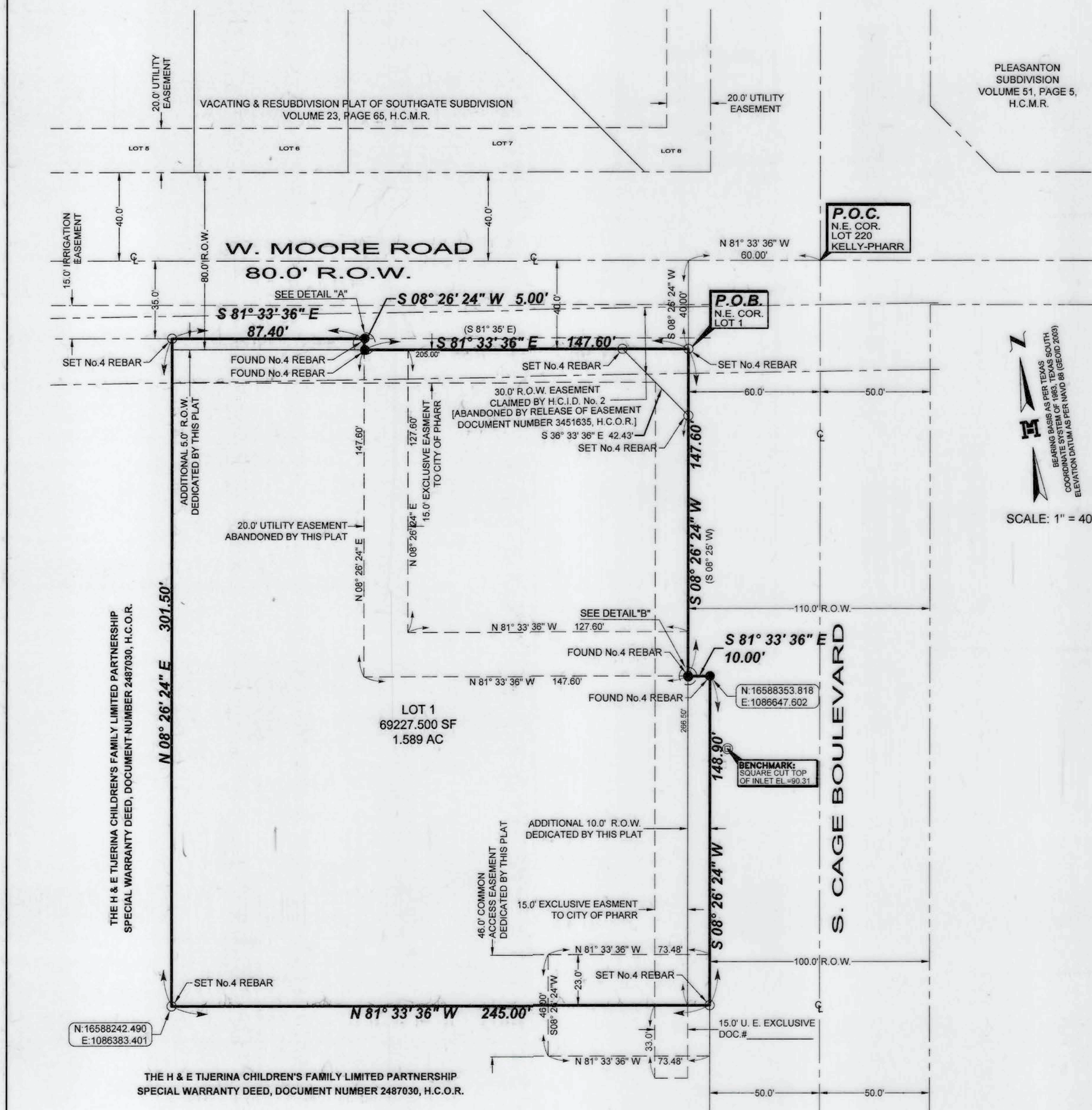
5. THENCE, N 08° 26' 24" E AT A DISTANCE OF 281.58 FEET PASS A No. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE CLAIMED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, CONTINUING A TOTAL DISTANCE OF 301.50 FEET TO A No. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

6. THENCE, S 81° 33' 36" E A DISTANCE OF 87.40 FEET TO A No. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

7. THENCE, S 08° 26' 24" W A DISTANCE OF 5.00 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

8. THENCE, S 81° 33' 36" E (S 81° 35' E) A DISTANCE OF 147.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.644 ACRES OF LAND, MORE OR LESS.

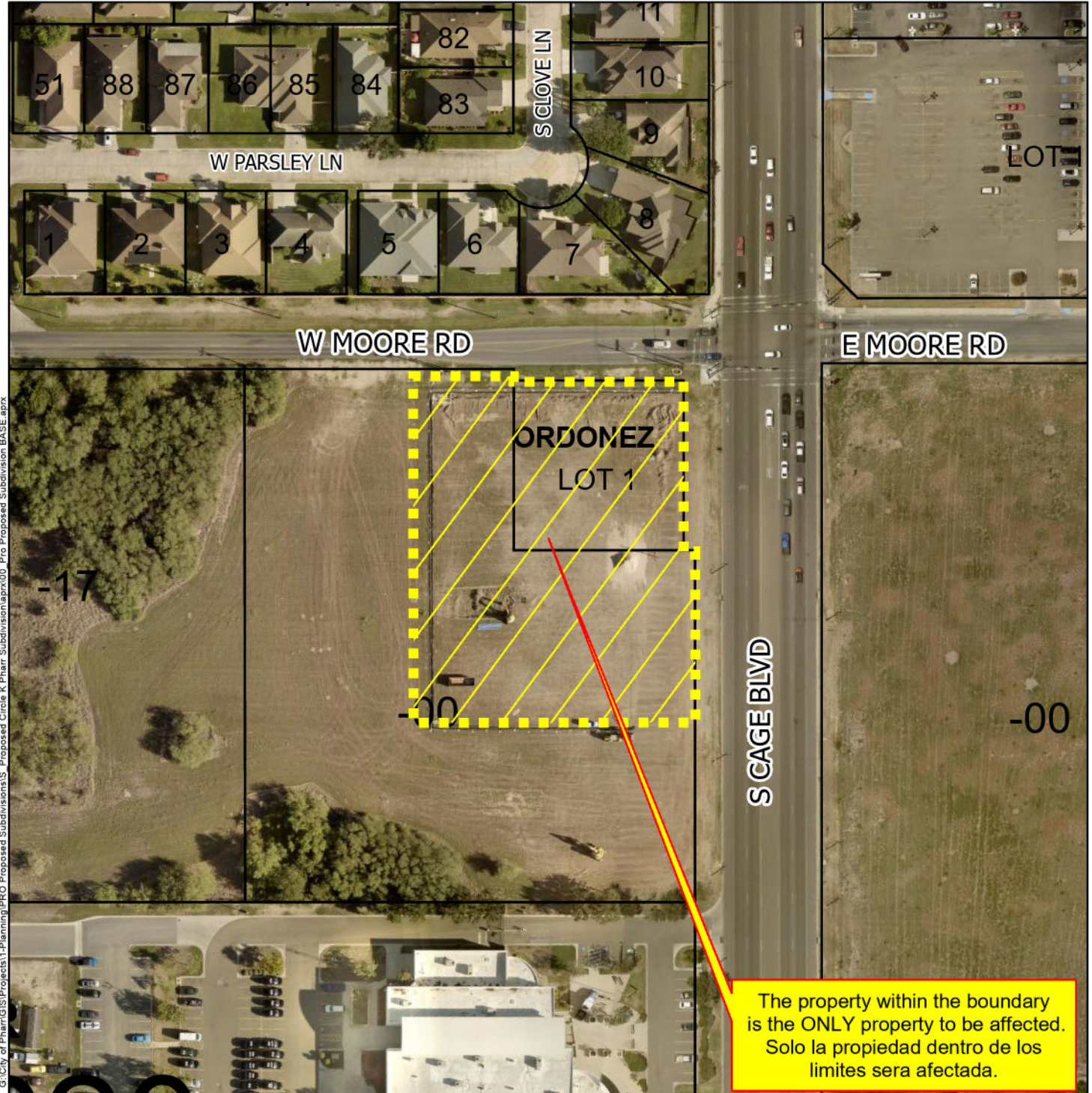
PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HUMBERTO TIJERINA	2208 SW AUGUSTA SQ	MCALLEN, TX 78503		
ENGINEER:	MARIO A. REYNA, P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

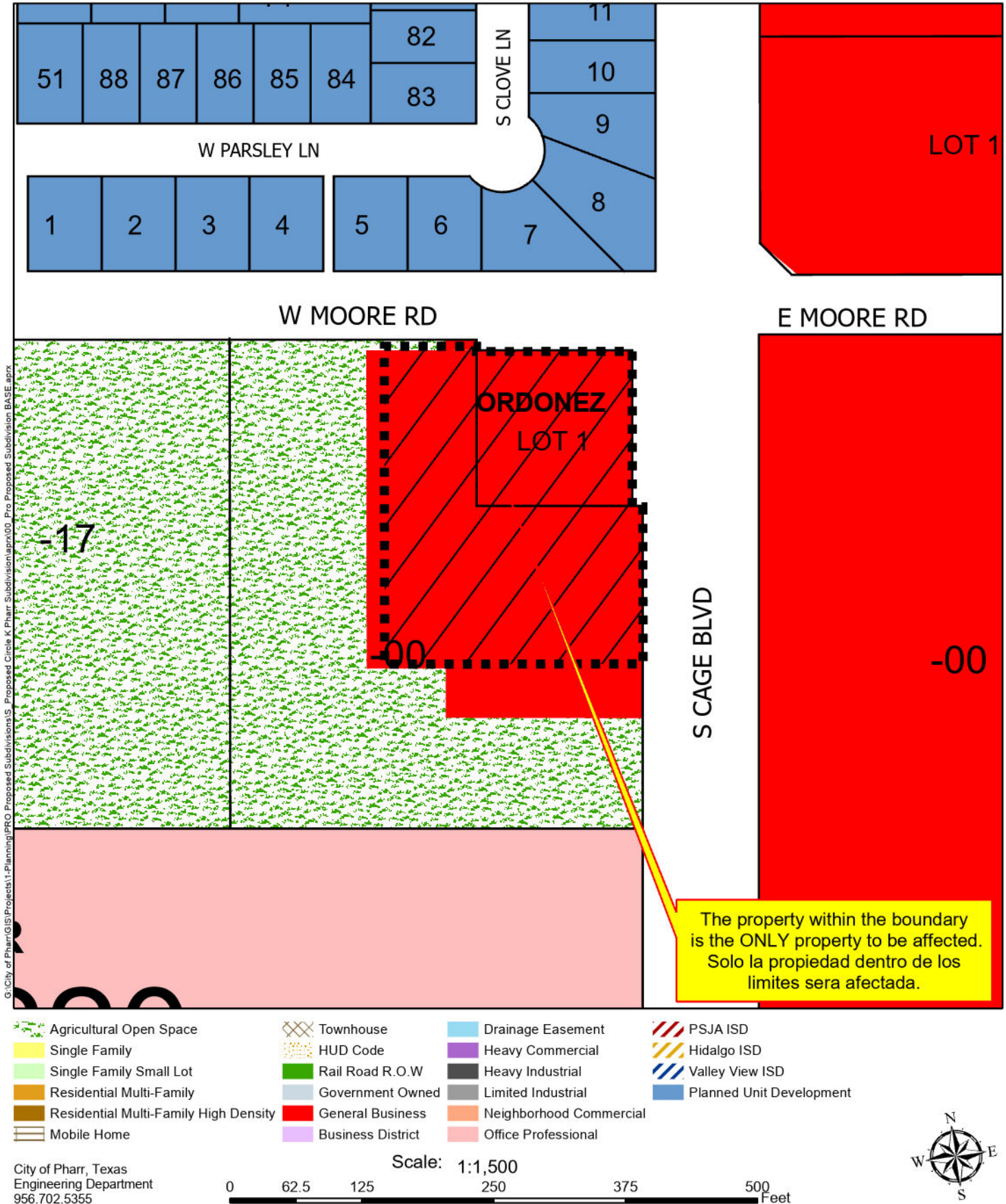


DRAWN BY: EM DATE: 04-26-21
SURVEYED, CHECKED: J.L.G. DATE: 06/06/2023
FINAL CHECK: DATE:



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







Pharr
Development Services



Site Photo

1800 Block of S. Cage Blvd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 17, 2024

MEETING DATE: May 20, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, amending Ordinance No. O-2022-47 regarding Water Conservation and Drought Contingency Plan (*Adoption on One Reading*). This item supports QL - Quality of Life.

Classification: Regular

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

Issue: The Water Conservation and Drought Contingency Plan needs to be updated to stay in compliance with (TCEQ) Texas Commission on Environmental Quality and (TWDB) Texas Water Development Board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Ordinance on One Reading.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Ricardo Rodriguez

City Management Office

Created/Initiated - 5/17/2024

Approved - 5/17/2024

Final Approval - 5/17/2024

2024 Water Conservation and Drought Contingency Plan – Outline

- 1.0 Introduction: revised and updated.
- 2.0 Water Supply and Demand:
 - 2.1 Raw Water Supply: * 10,639.377 acre-ft water rights as per January 2024.
 - 2.2 Description of water treatment, storage, and distribution facilities: revised and updated.
 - 2.3 Water Demand * 10,639.377 acre-ft water rights as per January 2024.
 - 2.4 Water Rates and Revenues: revised and updated as per March 2024;
Note: new water rates study, see Appendix B (pg. 4 item E, *multi-family accounts are classified as commercial.)
- 3.0 Wastewater Facilities: revised and updated.
- 4.0 Water Conservation Plan
 - 4.1 Water Conservation Goals: revised and updated.
 - 4.2 Water Conservation Plan: revised and updated.
 - A. Public Education and Awareness: revised and updated. Look for options (outsource)
 - Ensure literature materials are available for distribution during new account activations, city event, school presentations or social platforms. Topics listed on plan are:
 - ✓ water conservation
 - ✓ xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.
 - ✓ Retrofit and/or replacement of plumbing fixtures and appliances.
 - 4.3 Reporting: revised and updated.
- 5.0 Drought Contingency Plan
 - I. Declaration of Policy and Intent: revised and updated.
 - II. Public Involvement: *scheduling and providing public notice of a public meeting to accept input on the Plan.
 - III. Public Education: revised and updated.
 - IV. Coordination with Regional Water Planning Group: Once enforced ensure submittal, as per TAC regulation.
 - V. Authorization: revised and updated.
 - VI. Application: revised and updated.
 - VII. Definitions: revised, no changes.
 - VIII. Criteria for Initiation/ Termination of Drought Response Stages: see table below.
 - IX. Drought Response Stages: see graphs, targets are revenue oriented: see table below and graphs.
 - X. Enforcement: revised, no changes. Note: the plan states that any person who violates this Plan is guilty of misdemeanor, if convicted monetary fines, and/or discontinue water services.
 - XI. Variances: revised, no changes.

Stage	Trigger's Requirements for initiation:	Response
1	Edited based on actual average 7.5 MGD for 5 consecutive days. "or Hidalgo County implements county wide stage 1 restrictions."	- Target 5% water conservation, or Hidalgo County's Stage 1 target. - How? Voluntary
2	Edited based on peak use 13 MGD for 3 consecutive days. "or Hidalgo County implements county wide stage 2 restrictions."	- Target 7% water conservation or Hidalgo County's Stage 2 target. - How? threat of penalty for violation (voluntary measures)
3	Continually falling reservoir levels which do not refill above 75% overnight... "or Hidalgo County implements county wide stage 3 restrictions."	- Target 10% water conservation or Hidalgo County's Stage 3 target. - How? Stringent water restrictions, stage 2. Limiting use for irrigation, construction, and pressure washer.
4	Edited to "When the water supply available...is 30% of our total water rights." Instead of "... is equal or less than 5,000 acre-feet." "or Hidalgo County implements county wide stage 4 restrictions."	- Target 15% water conservation or Hidalgo County's Stage 4 target. - How? Stringent water restrictions, stage 2 and 3. Limiting commercial use. Prohibiting recreational and ornamental use. No new connections.
5	City manager determines a water supply emergency exists based on major water line breaks, water supply shortage or contamination of water supply. "or Hidalgo County implements county wide stage 5 restrictions."	- Target 20% water conservation or Hidalgo County's Stage 5 target - How? Stringent water restrictions, stage 2, 3 and 4. Prohibiting landscaping and commercial use.
6	none "or Hidalgo County implements county wide stage 6 restrictions."	- No target. In the event that Hidalgo County deems necessary, or water shortage conditions threaten... City Manager is authorized to allocate water according to the allocation plan, see pg. 15. - All previous restrictions, follow water allocation plan, see draft.

Requirements for termination of stage 1-6: When the triggering conditions have ceased for 3 consecutive days, the previous stage becomes operative.

ORDINANCE No. O-2024-_____

AN ORDINANCE AMENDING ORDINANCE NOS: O-2022-47 AND O-2019-26 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR CHAPTER 130, UTILITIES, ARTICLE IV, WATER, DIVISION 1. EMERGENCY CONSERVATION, SECTION 232, ADOPTING THE AMENDED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, ESTABLISHING CRITERIA FOR INITIATION AND TERMINATION OF WATER CONSERVATION AND DROUGHT RESPONSE STAGES; PROVIDING FOR WATER ALLOCATION DURING SHORTAGES; PROVIDING FOR PENALTY OF UP TO \$2,000.00; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR GRANTING VARIANCES; FOR SEVERABILITY; ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE THEREOF

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

**SECTION 1: City of Pharr, Texas Water Conservation and Drought Contingency Plan
Table of Contents**

1.0 Introduction

- 1.1 Purpose
- 1.2 Location and Size of City
- 1.3 Population

2.0 Water Supply and Demand

- 2.1 Raw Water Supply
- 2.2 Description of Water Treatment, Storage, and Distribution Facilities
- 2.3 Water Demand
- 2.4 Water Rates and Revenues

3.0 Wastewater Facilities

- 3.1 Description of Wastewater Treatment Plant and Wastewater Collection System
- 3.2 Sewer Rates and Revenues

4.0 Water Conservation Goals

- 4.1 Water Conservation Goals
- 4.2 Water Conservation Programs
 - A. Public Education and Awareness
 - B. Plumbing Fixture Efficiency Standards
 - C. Plumbing Fixture Retrofit and Replacement
 - D. Water Rate Structure

- E. Metering and Repair
- F. Leak Detection, Repair, and Water Loss Record Keeping
- G. Water Conserving Landscaping
- H. Water Reuse
- I. Means of Implementation and Enforcement
- J. Wholesale Water Contracts
- K. Record Management System

4.3 Reporting

5.0 Drought Contingency Plan

Section I	Declaration of Policy, and Intent
Section II	Public Involvement
Section III	Public Education
Section IV	Coordination with Regional Water Planning Group
Section V	Authorization
Section VI	Application
Section VII	Definitions
Section VIII	Criteria for Initiation / Termination of Drought Response Stages
Section IX	Drought Response Stages
Section X	Enforcement
Section XI	Variances

6.0 Appendixes:

Appendix A: TWDB Water Conservation Plan: Contact Information

Appendix B: TWDB Utility Profile

Appendix C: Water and Wastewater CCN Maps

Appendix D: Resolution – Adoption of City of Pharr Water Conservation Plan & Drought Contingency Plan

1.0 INTRODUCTION

1.1. Purpose

This document provides a revised and updated Water Conservation and Drought Contingency Plan for the City of Pharr, Texas, replacing the adopted 2019 Plan. The adoption of the new plan is to stay in compliance with TAC Title 30 Part 1 Chapter 288 Subchapter A (§288.2), B (§288.20) and C (§288.30). And maintain compliance with TAC Title 31 Part 10 Chapter 363 Subchapter A Division 2 (§363.15) to meet requirements for financial assistance with the Texas Water Development Board (TWDB).

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. The current service area size is 23 square miles with 415.30 miles of water lines and 301.67 miles of sanitary sewer lines.

1.3 Population

The City of Pharr's current population is 79,715 as per the 2020 Decennial Census Data, Population Division, U.S. Census Bureau. The projected population growth is shown below in Table 1.

Table 1. City of Pharr's Projected Growth

Year	2021 Regional Water Plan	Based on Historical Data
2020	89,220	79,715
2030	110,785	89,800
2040	132,436	99,800
2050	154,131	109,800
2060	175,826	119,800
2070	196,917	129,800

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

The City of Pharr has a contract with the Hidalgo Irrigation County District No. 2 (HCID 2), at a cost of \$0.178 per 1000 gallons of water metered delivered. It delivers the raw water supply from the Rio Grande River via canal system to the City's owned reservoir, which has a 70 million Gallons (MG) capacity. The raw water from the reservoir then flows through a 36" gravity line to the City of Pharr Water Treatment Plant intake wet well. The City currently has a total of 10,639.377 acre-feet of water rights available as of January 2024. Additionally, the City of Pharr Water Treatment Plant has a Gulf Aquifer Emergency Groundwater well, it averages a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates a Surface Water Treatment Plant originally built in 1984 at a 4 MGD capacity, in 1997 it was expanded to 10 MGD and lastly in 2014 it was expanded and designed to treat 17.5 MGD of Surface Water and 1.5 MGD of Groundwater, setting a total production capacity of 19.0 MGD. It consists of a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, one 1-MG clear well, two 2-MG ground storage tanks, and a high service pump station. The City of Pharr's Distribution System consists of approximately 415.30 miles of water lines ranging from 2"-30" and four elevated storage tanks, at a total of 3.25 MG elevated storage (one 0.5-MG, one 0.75-MG, and two-1.0 MG). The City of Pharr has enough storage capacity until the year 2035.

2.3 Water Demand

In the calendar year (CY) 2023, the water treatment plant treated approximately 2.913 billion gallons (8941.58 acre-feet) of raw water. It averaged 7.92 MGD and a maximum average use peak day of 11.70 MGD on August 17th, 2023. The City of Pharr has an approximate population of 79,715. The average residential gallons per capita per day (gpcd) used during CY 2023 was approximately 97 gpcd, and for CY 2022, was 96 gpcd. Compared with an estimated statewide average municipal use of 134 gpcd in 2018 (TWDB, "2018 per Capita Water Use State Average"). The City's consistent average water use for the last three (3) years is in part due to continued mandatory conservation efforts implemented by the city, however with a continued population growth and economic development, water demand will increase especially during the summer. Based on historical data, a 2.46% projected growth will increase water demand to 3.058 billion gallons per year (9,387.4 acre-feet) in 2025, and 3.454 billion gallons per year (10,601.7 acre-feet) in 2030. At the City's current water rights standing at 10,639.377 acre-feet and projected water demand growth the City of Pharr will be challenged to meet future water demands.

2.4 Water Rates and Revenues

The City of Pharr currently applies Inclining/Inverted Block Water Rates, as per March 12, 2024, the following are the water rates:

Table 2.1 Water Base Fee

Meter Size	Residential Base Fee	Commercial Base Fee
5/8" or 3/4"	\$18.89	\$26.55
1"	\$18.89	\$26.55
2"	\$30.68	\$30.68
3"	\$42.48	\$42.48
4"	\$64.90	\$64.90
6"+	\$106.20	\$106.20

Inclining/Inv. Block (gallons)	Residential Water Rater	Commercial Water Rate
0 – 2,999	\$1.73	\$1.70
3,000 – 5,999	\$1.90	\$1.70
6,000 – 19,999	\$2.25	\$1.70
20, 000+	\$2.60	\$1.85

Table 2.2 Water Rates

For every 1,000 gallons

During Fiscal Year (FY) 2022 - 2023 total water revenue was \$9.516 million dollars.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The City of Pharr's Wastewater Treatment Plant (WWTP) began treatment operations in 1966 as a trickling filter plant. It was expanded in:

- 1974, addition of a second trickling filter train and sludge digester.
- 1986, addition of a 2.25 MGD carousel extended aeration system, the trickling filter operation ceased.
- 1997, addition of a 2.75 MGD second carousel extended aeration system.
- 2011, the following upgrades were done to increase permitted design flow to 8.0 MGD: addition of biological treatment train, with two Modified Ludzack-Ettinger (MLE bioreactors) and two clarifiers were constructed. Additionally, a new influent wastewater screen, effluent filtration system, ultra-violet (UV) disinfection system, and other plant improvements were included.

The Wastewater Collection System consists of 34 lift stations, and approximately 301.67 miles of sanitary sewer lines with pipes sizes ranging from 6" to 42".

3.2 Sewer Rates and Revenues

The City of Pharr current sewer rates, as per March 12th, 2024, are the following:

Table 3 Sewer Base Fee and Rates

Sewer Account Type	Base Fee	Sewer Rate
Residential	\$17.17	\$1.16
Senior	\$7.45	\$0.72
Commercial	\$27.10	\$1.53

For every 1,000 gallons

During FY 2022-2023 total sanitary sewer revenue was \$6.751 million dollars

4.0 WATER CONSERVATION GOALS

4.1 Water Conservation Program

The City of Pharr's goals with respect to water conservation are to:

- To continue to maintain the percentage of water loss below 10% for the next five years. Through improved water use accounting, replacement of old water lines, meter replacement, repair, meter efficiency testing and record keeping of water use by fire department, city's street sweeper, and city's vector truck.
- To continue to be below the average statewide water use per capita per day through implementation of existing plumbing codes, water reuse, and public education on water conservation.
- To maintain our municipal water, use below 98 gpcd (Total GPCD) in the next 5 years beginning CY 2024 or steadily reduce the municipal water use by 2 gpcd annually. The challenges facing this goal will be the hot weather conditions and increased population.
- To maintain our municipal water use, at less than 90 gpcd in the next 10 years. This goal will be evaluated on the efforts and results of the above-mentioned 5-year goal.

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the goals mentioned above:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis.

- Providing consumer tips on water conservation in Consumer Confidence Report to be made available on the Public Utilities website annually; notify residents via social platforms and through their monthly water bill.
- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.
- Presentation at different civic organizations, city events, and schools.

The City of Pharr will make educational resources available on their Public Utilities website from TCEQ, TWDB and EPA. It will also continue to utilize social platforms to make public service announcements. Provide water conservation literature to all education facilities in our community. Lastly, continue to educate the public during community events.

B. Plumbing Fixture Efficiency Standards

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self-closing

The City of Pharr adopted the International Plumbing Code , most recent edition excluding A, promulgated by the International Code Council as the City of Pharr Plumbing Code (Ord. No. O-95-04, § 1, 1-3-95). And the International Residential Code, most recent edition, with Appendixes A through Q, excluding L and I as the City of Pharr Residential Code (Ord. No. O-2000-45, § 1, 10-3-00). Additionally, it placed the following Building(s) regulations:

- Swimming Pools: Adoption of International Swimming Pool and Spa Code (Ord. No. O-91-19, § 1, 6-18-91; Ord. No. O-2013-32, § 1, 9-3-13).
- Irrigation System: Water conservation means the design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion (Ord. No. O-2009-24, § 1, 7-21-09)

The use of water efficient plumbing fixtures in new construction is expected to significantly reduce per capita water use and wastewater flow over time. These savings will occur "passively" as a consequence of new development and as old inefficient plumbing fixtures continue to wear out and are replaced. Water savings associated with high efficiency plumbing fixtures are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described above. Emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. Additionally, the City will continue to replace inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current Incline/Inverted Block Water Rate structure will continue to significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000-gallon usage or over 15 years that meter should be changed; however, the City of Pharr follows a 10-year replacement. Periodic testing will be conducted every year on approximate 0.5% of the 3/4" meter for efficiency verification. Meters found to be outside these parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by a third party and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/- 5% of standard will be repaired and/or replaced. The City will continue to follow the recommendations from Meter Management Audit.

F. Leak Detection, Repair, and Water Loss Record Keeping

The 2018 City of Pharr Water System Master Plan recommended improvements are primarily driven by the need to replace mains within the City that are in poor conditions or asbestos cement (AC) pipes regardless of size. The replacement of AC mains should be automatically programmed to any street improvement project. It also recommends any street improvement work should include removing and replacing any AC Mains if they exist within the boundaries of the project.

When unaccounted water loss is greater than 15% annually, the City of Pharr will evaluate and determine if a systematic leak survey of the water distribution system is required and proceed accordingly. The City of Pharr Public Utilities has implemented recorded keeping of water usage of fire fighter department, street sweeper use, vactor truck use, and flushing of water mains. These accounting will allow the City of Pharr to better estimate actual water losses and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines. Annual top-down audits will be conducted by the Public Utilities staff, they will utilize these records and their institutional knowledge to provide an overall picture of water loss during the year. Monthly tracking will allow for a more accurate unaccounted water loss.

G. Water Conserving Landscaping

At this time the City does not have landscaping restrictions for the purpose of water conservation, however, it will continue to encourage its residents to adopt water efficient landscaping practices through its public information program. The City encourages and supports the use of xeriscape landscaping techniques. The Public Utilities staff distribute xeriscape literature and lawn watering methods at community events.

H. Water Reuse

The City uses non-potable reclaimed wastewater effluent for facility wash-downs and chlorination at the wastewater treatment plant. The effluent basin accommodates 6" pump that provides non-potable reuse water to the City's golf course for irrigation purpose. The City is also looking at potential use of non-potable reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

An ordinance by the City Commission has been approved adopting this water conservation plan (Appendix D). The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department,

Code Compliance, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance.

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ.

K. Record Management System

The City of Pharr record of management includes purchased water, treated water and billed water. It classifies its water services by residential customers, residential senior, commercial, and institutional (church, school, and city). Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. As mentioned on Section 4.2 F top-down audit will give us a general knowledge if we meet our annual goal. Even though no monthly goals are established, we believe setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs. The City is obligated to the TWDB under TAC Title 31 Part 10 Chapter 363 Subchapter A, Division 2 (§363.15) to submit an annual report. The annual report will be completed and submitted as required by the TWDB to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

Drought Contingency Plan

City of Pharr

P.O Box 1729 Pharr 78577

CCN# 11918

PWS # 1080009

February 21, 2019

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance/or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Pharr by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of Pharr will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be

initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of city public events, social platforms, press releases or utility bill inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Pharr is located within the Rio Grande Regional Water Planning Group and City of Pharr has provided a copy of this Plan to the Rio Grande Regional Water Planning Group.

Section V: Authorization

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Pharr. The terms "person" and "customer" as used in the Plan to include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

1. **Aesthetic water use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
2. **Commercial and institutional water use:** water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
3. **Conservation:** practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
4. **Customer:** any person, company, or organization using water supplied by the Hidalgo Irrigation District #2.
5. **Domestic water use:** water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

6. **Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.
7. **Industrial water use:** the use of water in processes designed to convert materials of lower value into forms having greater usability and value.
8. **Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.
9. **Non-essential water use:** water uses that are not essential nor required for the protection of public health, safety, and welfare, including:
- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
 - b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
 - c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - e) flushing gutters or permitting water to run or accumulate in any gutter or street;
 - f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
 - g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 - h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - i) use of water from hydrants for construction purposes or any other purposes other than firefighting.
10. **Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. In addition to:

1. Supply-related problems, such as reductions in supply due to drought and water rights permits or water contracts constraints;
2. System-related problems, such as equipment failures and line breaks;
and
3. Other conditions that may affect or otherwise limit the City of Pharr's ability to meet the demand for water

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII—Definitions,

- (a) When total daily water demand equals or exceeds 7.50 MGD for 5 consecutive days, based on the "safe" operating capacity of water supply facilities or Hidalgo County's Stage 1 target.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

- (a) When total daily water demand equals or exceeds 13.0 MGD for 3 consecutive days, based on the "safe" operating capacity of water supply facilities or Hidalgo County's Stage 2 target.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers — SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

- (a) Continually falling treated water reservoir levels which do not refill above 75% percent overnight based on an evaluation of minimum treated water storage required to avoid system outage or Hidalgo County's Stage 3 target.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

- (a) When the water supply available from Hidalgo Irrigation District #2 is at 30% of the total water rights or Hidalgo County's Stage 4 target

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

- a) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
- b) Natural or man-made contamination of the water supply source(s).
- c) Or Hidalgo County's Stage 5 target

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 6 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when.

- (a) Or Hidalgo County's Stage 6 target

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- a) City Website/Social Media
- b) publication in a newspaper of general circulation, direct mail to each customer,
- c) public service announcements,
- d) signs posted in public places

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- 1) Mayor / Chairman and members of the City Council
- 2) Fire Chief (s)
- 3) City and/or County Emergency Management Coordinator(s)
- 4) County Judge & Commissioner(s)
- 5) State Disaster District / Department of Public Safety
- 6) TCEQ (required when mandatory restrictions are imposed)
- 7) Major water users
- 8) Critical water users, i.e. hospitals
- 9) Parks /street superintendents & public facilities managers

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a 5% percent reduction in daily water demand or Hidalgo County's Stage 1 target.

Voluntary Water Use Restrictions for Reducing Demand

- a) Water customers are requested to voluntarily limit landscape irrigation to Sundays and Thursdays for customers with a street address ending in an even number (0,2,4,6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.
- b) The public is asked to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (e.g. Sunday/Thursday or Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not use. High-pressure washers with flow control will also be allowed.
- c) The public is asked to discontinue the use of ornamental water features fountains.
- d) All operations of the City of Pharr shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- e) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions.

Target: Achieve a 7% percent reduction in daily water demand or Hidalgo County's Stage 2 target.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Wednesdays for water customers with street address ending in an odd number (1, 3, 7, or 9) and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or drip irrigation system is exempt from these requirements.

- b) The public is allowed to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (Sundays/Thursday and Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not in use. High-pressure washers with flow control will also be allowed.
- c) The public must discontinue the use of ornamental water features (e.g., fountains) unless provision is made to recirculation of water. The failure to prevent or control the “water waste” is also prohibited.
- d) Definition: The term “water waste” shall include wash down of driveways, sidewalks, parking areas, street and their areas and failure to take timely action to repair a leak determined by the Director of Utilities.

Stage 3 Response -- SEVERE Water Shortage Conditions

Target: Achieve a 10% percent reduction in daily water demand or Hidalgo County’s Stage 3 target.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- a) Irrigation of landscaped areas shall be limited to designated days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Hidalgo Irrigation District #2. The City of Pharr Golf Course irrigates using Reclaimed water from the City of Pharr Wastewater Treatment Plant.
- c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- d) High-pressure washer for cleaning of sidewalk, driveway and entryways will not be allowed and will be considered a “waste of water”. Steam cleaner will be allowed.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 15% percent reduction in daily water demand or Hidalgo County’s Stage 4 target.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers is prohibited at all times.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 pm and 8:00 am
- c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited.
- d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- f) Steam Cleaner will not be allowed for cleaning of driveway, sidewalk, and entryway.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Target: Achieve a 20% percent reduction in water demand, total water use, daily water demand or Hidalgo County's Stage 5 target.

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.

Stage 6 Response -- WATER ALLOCATION

In the event that Hidalgo County deems necessary, or water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Pharr of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Pharr offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Pharr on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Pharr in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Pharr of a reduction in the number of person in a household shall be fined not less than \$1000.00 dollars.

Residential water customers shall pay the following surcharges:

<u>\$10.00</u>	for the first 1,000 gallons over allocation.
<u>\$20.00</u>	for the second 1,000 gallons over allocation.
<u>\$35.00</u>	for the third 1,000 gallons over allocation.
<u>\$75.00</u>	for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Hidalgo Irrigation District #2 of a greater number on a form prescribed by the City Manager. The City Manager and/or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Hidalgo Irrigation District #2 offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Hidalgo Irrigation District #2 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than \$1000.00 dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

<u>\$10.00</u>	for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
<u>\$20.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
<u>\$35.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
<u>\$75.00</u>	thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager and/or his/her designee for each non-residential commercial customer, other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 25% percent of monthly usage is less than 5000 gallons, shall be allocated 5000 gallons. The City Manager shall give his/her best effort to see that notice

of each non-residential customer's allocation is mailed to such customer. If however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Hidalgo Irrigation District #2 to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 0 gallons through 20,000 gallons per month:

<u>\$25.00</u>	per thousand gallons for the first 1,000 gallons over allocation.
<u>\$50.00</u>	per thousand gallons for the second 1,000 gallons over allocation.
<u>\$75.00</u>	per thousand gallons for the third 1,000 gallons over allocation.
<u>\$100.00</u>	per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 20,001 gallons per month or more:

<u>2</u>	times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
<u>4</u>	times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
<u>10</u>	times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
<u>30</u>	times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Pharr for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2000.00 dollars. Each day that one or more of the provisions in this Plan is violated

shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$30.00, and any other costs incurred by the City of Pharr in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the Hidalgo Irrigation District #2, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Police officer and code compliance officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her- to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 17 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

SECTION 2: That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

SECTION 3: The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 4: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of May 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: May 13, 2024

MEETING DATE: May 20, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

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

Classification: Regular

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

Issue: As per City Charter Article III Sec. 3, the Pharr Board of Commissioners shall appoint/reappoint a City Clerk and Assistant City Clerk every two (2) years.

The City Clerk position became vacant and staff is requesting the appointment of a new City Clerk.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/13/2024
Approved - 5/13/2024
Final Approval - 5/14/2024

STATE OF TEXAS 0

COUNTY OF HIDALGO 0

CITY OF PHARR 0

**RESOLUTION
NO: R-2024-_____**

WHEREAS, the City Clerk is the chief clerical officer of the City of Pharr, Texas, and performs such duties as may be assigned by 1) the City Manager of the City of Pharr, Texas, 2) as required by the Charter of the City of Pharr, Texas, 3) as stated in Vernon's Annotated Civil Statutes, and 4) as generally delegated to City Clerk in Home Rule Municipalities (but nevertheless in accordance with the Charter and Ordinances of the City of Pharr, Texas); and

WHEREAS, Article III, Section 3 of the City Charter requires that the Board of Commissioners appoint a City Clerk and Assistant City Clerk who shall hold office for a term of two (2) years; and

WHEREAS, the City Clerk and Assistant City Clerk for the City of Pharr, Texas, shall receive a salary for their services as may be from time to time set forth in the Budget of the City of Pharr, Texas; and

WHEREAS, the City Clerk position became vacant and needs to be filled at this time.

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

_____ shall be and is hereby appointed as City Clerk for the City of Pharr, Texas for the term of two (2) years or until their successor is appointed and qualified, unless terminated sooner in accordance with the law.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 20th day of May, 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: May 7, 2024

MEETING DATE: May 20, 2024

FROM: Cynthia Speedon, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Community Development Council. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The CDBG Community is needing to take action on its Board Member Rene Cantu- CT 215, who is up for re-appointment and whose terms will expire June 18, 2024

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends re-appointment of the board member

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Cynthia Speedon

Cynthia Garza

Hilda Pedraza

City Management Office

Created/Initiated - 5/7/2024

Approved - 5/17/2024

Approved - 5/17/2024

Final Approval - 5/17/2024

RESOLUTION NO. R-2024-_____

WHEREAS, there is hereby created a City Community Development Council which serves in an advisory capacity to the Board of Commissioners, and its purpose is to review and coordinate data, vote on agenda items and to assist in the development of a system of priorities in the area of Community Development for the City of Pharr; and

WHEREAS, the term of Rene Cantu (CT215) will expire on June 18, 2024; and

WHEREAS, appointment/reappointment of one (1) board member needs to be made at this time.

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

The following resident of the City of Pharr is hereby appointed/reappointed member of the Community Development Council:

	NAME	CENSUS TRACT	LENGTH OF TERM
1.	_____	215	2-Year term (expiring 06/18/2026)

PASSED AND APPROVED this _____ day of May 2024, 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: Board of Commissioners

AGENDA ITEM #: 7.D.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

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 and one (1) alternate member 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 member Jonathan Larraga is set to expire on June 19, 2024, and he wishes to be reappointed.

Board member Romeo Robles passed away, and a vacancy was created. Therefore, this position needs to be filled for the remainder of the term. Romeo Cantu, Jr. has expressed an interest in serving as a regular member of the Planning and Zoning Commission.

Guadalupe Cano's term as an alternate member expired on November 1, 2023, and he did not seek reappointment since he no longer resides in the city of Pharr. Therefore, one alternate position is needed at this time. Javier Gutierrez has expressed an interest in serving as an alternate member of the Planning and Zoning Commission.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the reappointment of Jonathan Larraga as a regular member, the appointment of Romeo Cantu, Jr. as a regular member and Javier Gutierrez as an alternate member to the Planning and Zoning Commission.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 5/15/2024
Approved - 5/16/2024
Final Approval - 5/17/2024

STATE OF TEXAS

§
§
§

RESOLUTION NO. R-2024-____

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, the term of Jonathan Larraga expires on June 19, 2024; and

WHEREAS, a vacancy has occurred as a result of the passing of Romeo Robles; and

WHEREAS, a vacancy has occurred as a result of the expired term of Alternate Member; and

WHEREAS, appointment of two (2) regular members and one (1) alternate member needs 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 residents of the City of Pharr are hereby appointed as members of the Planning and Zoning Commission.

NAME:	LENGTH OF TERM
1. _____	2-year term (expiring 06/19/26)
2. _____	2-year term (unexpired term 12/06/25)
3. _____	2-year term (expiring 05/20/26)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item:

Consideration and action, if any, on Change Order No. 1 in the amount of \$7,265.84 for the purchase of one (1) Fuel and Lube Truck from Rush Truck Center of Pharr, Texas through Buy Board Purchasing Cooperative No. 601-19.
This item supports SE -Service Excellence.

Classification: Regular

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

Issue: The City of Pharr commission approved the Purchase of One (1) Fuel and Lube Truck from Rush Truck Center of Pharr, TX on April 4, 2022, for the amount of \$213,325.16 through Buy Board Contract No. 601-19. As of March 21, 2024, pricing has increased by \$7,265.84 with a revised grand total of \$220,591.00.
Project No. 2122-01-517-P025-001

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of change order no.1 in the amount of \$7,265.84

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jesus Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/14/2024

Approved - 5/14/2024

Approved - 5/14/2024

Approved - 5/14/2024

Approved - 5/14/2024

Approved - 5/16/2024

Final Approval - 5/17/2024



Rush Truck Centers of Texas, L.P.

Rush Truck Center, Pharr
4700 N. Cage Nolana at Hwy. 281
Pharr, Texas 78577

956-782-4511
888-901-7383
www.rushtruckcenters.com

12-21-2024

City of Pharr

Pricing is subject to adjustments at any time to offset Rush's increases
in the cost of supplies or freight, or are a result of other charges imposed
on Rush Truck Center by its suppliers .

Thank You

Armando PALACIOS



RUSH TRUCK CENTERS - Arizona - Tucson • Chandler • Flagstaff • Phoenix - California - Pico Rivera • Fontana • Sylmar • San Diego • El Centro • Escondido - Colorado - Denver • Greeley
Louisiana - Bossier City - New Mexico - Albuquerque - Oklahoma - Oklahoma City • Tulsa - Texas - San Antonio • Houston • Lufkin • Laredo • Pharr • Beaumont • Austin
RUSH TRUCK LEASING - California - Pico Rivera • Fontana • San Diego - Louisiana - Bossier City - Oklahoma - Oklahoma City - Texas - San Antonio • Houston • Pharr • Laredo
RUSH EQUIPMENT CENTERS - Michigan - Ellsworth • Grand Rapids • Lansing • Traverse City • Mt. Morris • Detroit Metro - Texas - Houston • Beaumont • RUSH RETAIL CENTERS
RUSH CRANE SYSTEMS • WORLD WIDE TIRES • ASSOCIATED INSURANCE SERVICES • LOS CUERNOS, INC. • AIRUSH, INC. • RUSH ADMINISTRATIVE SERVICES INC



EQUIPMENT, LP

NIECE EQUIPMENT 2022 TO 2023 PRICE INCREASE

MATERIAL COST

- Plate carbons steel has gone up 35%
- Carbons steel hot roll bar, flat bar, forged angle iron has gone up 20%
- Carbon forged angle iron steel has gone up 25%
- Carbon steel schedule 40 pipe 3", 4", 2.5" have gone up 40%

CONSUMABLES

- Welding wire, paint, cutting dies, cutting tips, liners, and misc.
- Consumables have gone up 15% to 25% depending on the supplier.
- Prices change daily based on availability
- Hydraulic JIC, NPT, Bass-O have gone up 20% - 30%
- Hydraulic hose 3/8", 1/2", 3/4", 1 1/4", 1 1/2" have done up 27%

THIRD PARTY COMPONENT PARTS

- Hose reel, air compressors, rollup doors, Graco pumps, regulators, hydraulic valves
- Have done up 40% - 50%

NIECE EQUIPMENT

Chris Compton

512-721-6165 cell

chris@nieceequipment.com



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

April 5, 2022

Colton Kruse
Rush Truck Centers of Texas
4700 N. Cage Blvd.
Pharr, TX 78577

Email: krusec@rushenterprises.com

**RE: PROJECT NO. 2122-01-517-P025-001
PURCHASE OF FUEL & LUBE TRUCK (BUYBOARD# 601-19)**

Mr. Kruse,
This letter serves to officially inform you that the City Commission, at their meeting of April 4, 2022 (Item 9. A.) awarded your company the above referenced purchase in the amount of **\$213,325.16**

Please coordinate with Olga Garza, Public Works Director, or his designated representative, by calling (956) 402-4350.

I want to take this opportunity to thank you for your interest in our great City of Pharr.

If any additional information is needed, please call the undersigned at (956) 402-4231.

Respectfully,

Ignacio Amezcua
Purchasing Director

**CITY OF PHARR**

118 S. Cage Blvd.
PO Box 1729
Pharr, TX 78577

PURCHASE ORDER

PO Number: 182728**Date: 05/03/2022****Requisition #: 182728****Vendor #: 0129800**

ISSUED TO: RUSH TRUCK CENTERS OF TEXAS
4700 NORTH CAGE ST.
PHARR, TX 78577

SHIP TO: PUBLIC WORKS
Attn:OLGA GARZA
1015 E FERGUSON AVE
Pharr, TX 78577

ITEM	COMM CODE	DESCRIPTION	GL ACCT #	UNITS	PRICE	AMOUNT
1	998-94	33K GVWR	01-51700-8803-000	1	14,247.00	14,247.00
2	998-94	SINGLE FRAME/CUMMINS B6.7L 260	01-51700-8804-000	1	2,094.00	2,094.00
3	998-94	AUTOMATIC ENGINE TEMP SHUTDOWN/CUMMINS INLINE DOC	01-51700-8804-000	1	1,230.00	1,230.00
4	998-94	ALLISON 2500 RDS/ALLISON FUEL SENSE	01-51700-8804-000	1	683.00	683.00
5	998-94	SHOCK ABSORBER/REAR HELPER SPRING	01-51700-8804-000	1	1,045.00	1,045.00
6	998-94	DIFF LOCK/AIR BRAKE	01-51700-8804-000	1	2,763.00	2,763.00
7	998-94	BATTERY DISCONNECT SWITCH/BACK UP ALARM	01-51700-8803-000	1	920.00	920.00
8	998-94	DAVCO FUEL FILTER/POWER DOOR LOCKS AND WINDOWS	01-51700-8803-000	1	763.00	763.00
9	998-94	OEM+ SAFETY ANALYSIS	01-51700-8804-000	1	1,236.00	1,236.00
10	998-94	BODY PREP	01-51700-8804-000	1	2,804.00	2,804.00
11	998-94	500E	01-51700-8803-000	1	139,887.00	139,887.00
12	998-94	LOT INSURANCE/FLOOR PLAN INTEREST	01-51700-8804-000	1	1,077.16	1,077.16
13	998-94	SERIES L7/338	01-51700-8803-000	1	63,075.00	63,075.00
14	Service	DISCOUNT	01-51700-8803-000	0	0.00	-20,887.00
15	998-94	BUYBOARD ADMINISTRATIVE FEE	01-51700-8804-000	1	400.00	400.00
16	998-94	FREIGHT	01-51700-8803-000	1	1,988.00	1,988.00

PROJECT# 2122-01-517-P025-011
PURCHASE OF FUEL & LUBE TRUCK
CC: 4/4/2022 ITEM: 9A

33K GVWR, SINGLE FRAME/ CUMMINS B6.7L 260, AUTOMATIC ENGINE TEMP SHUTDOWN/ CUMMINS INLINE DOC, ALLISON 2500 RDS/ALLISON FUEL SENSE, SHOCK ABSORBER/REAR HELPER SPRING, DIFF LOCK/AIR BRAKE, BATTERY DISCONNECT SWITCH/BACK UP ALARM, DAVCO FUEL FILTER/POWER DOOR LOCKS AND WINDOWS, OEM+ SAFETY ANALYSIS, BODY PREP, 500E, LOT INSURANCE/FLOOR PLAN INTEREST, SERIES L7/338, BUY BOARD ADMINISTRATIVE FEE, FREIGHT, DISCOUNT/STREETS
BB# 601-19

Requested by: Maricruz Cantu**Authorized by****Purchasing Director:**

SHIPPING	0.00
TOTAL	213,325.16

1. Purchase Order numbers must appear on all shipping containers, packing slips, and invoices. Failure to comply with the above request may delay payment.
2. All goods are to be shipped F.O.B. Destination unless otherwise stated.
3. The City is exempt from all federal excise and state tax - ID# 74-6001875.

Audit Clause: The City of Pharr reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to awarded Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor **RUSH TRUCK CENTER** Date Prepared **3/28/2022**
 Contact for Vendor: **COLTON KRUSE** Phone **(830) 320-5219**
 End User: **City of Pharr**
 End User Contact: **Robert Vela** Phone/Fax **(956) 787-9772**
 Product Description: **Hino L7 Fuel & Lube**

A: Base Price in Bid/Proposal Number: 601-19		Series: L7/338	\$ 63,075.00
B: Published Options(Iterize Below)			
	DESCRIPTION	AMOUNT	
Hino	33K GVWR	\$ 14,247.00	
Hino	Single Frame/Cummins B6.7L 260	\$ 2,094.00	
Hino	Automatic Engine Temp Shutdown/Cummins inline DOC	\$ 1,230.00	
Hino	Allison 2500 RDS/Allison Fuel Sense	\$ 683.00	
Hino	Shock Absorber/Rear Helper Spring	\$ 1,045.00	
Hino	Diff Lock/Air Brake	\$ 2,763.00	
Subtotal Column 1:		\$ 22,062.00	
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 168,749.16

C: Subtotal of A + B			\$ 231,824.16
D: Non Published Options			
Niece 1K Fuel & Lube Body with Options	\$ (20,887.00)		
Subtotal Column 1:		\$ (20,887.00)	
Subtotal Column 2:		\$ -	

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ (20,887.00)

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$ 210,937.16

G: Quantity ordered Units: 1.00 x \$ 210,937.16

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)			
Freight	\$ 1,988.00	x 1	\$ 1,988.00
			\$ 1,988.00

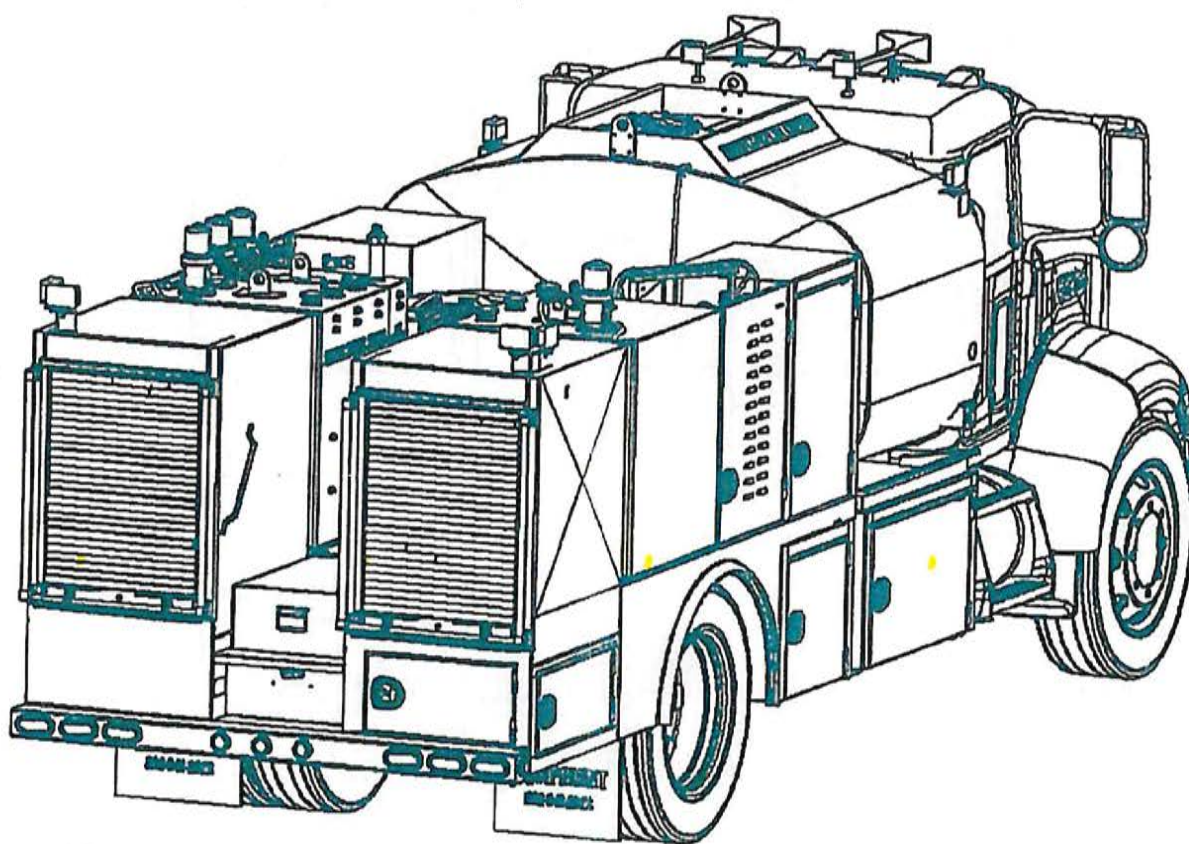
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 213,325.16

162728



Operations Maintenance Technical Data Parts List

MANUAL NFL • REV B DEC 2020

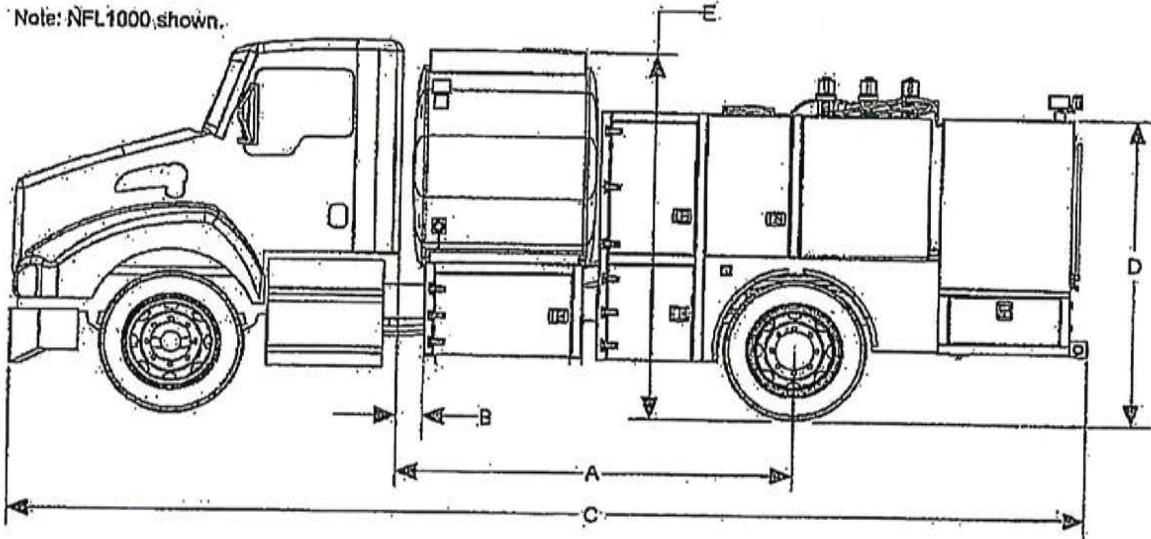


NIECE EQUIPMENT FUEL/LUBE TRUCK

NFL1000, NFL2000

TRUCK DIMENSIONS

Note: NFL1000 shown.



DIM	NFL2000	NFL1000
A	158" (CT)	120" (CA)
B	8"	8"
C	383"	323 1/2"
D	92 1/2"	92 1/2"
E	110"	110"

*Dimensions for reference only.

TRUCK HARDWARE

SIZE	PLAIN	ZINC PL.
1/2-13	106	96
5/8-11	212	191
3/4-10	376	339

Recommended Assembly
 Torques (ft./lbs.)

Niece Trucks are built with Production Grade 8 coarse thread matched system components (bolts, nuts, washers) with ultimate tensile strength of 150,000 PSI minimum.

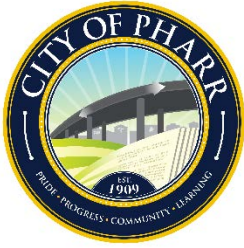
Niece Equipment uses both plain-dry (Plain) and zinc-plated (Zinc Pl.) hardware.

Note: the recommended assembly torque values in the table to the left are offered as a guide only.

Note: all torque values are based upon using matched system components and have been tightened from the nut.

Note: subsequent variables such as oil or other lubricants may appreciably alter these values and must be taken into consideration.

WARNING! It is imperative that all bed and tank mounting bolts are inspected regularly.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: April 29, 2024

MEETING DATE: May 20, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into agreement with B2Z Engineering from Mission, Texas for Construction Material Testing (CMT) Services for the Pharr-Reynosa International Bridge Expansion Project in the amount of \$1,498,663.38. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Pharr-Reynosa International Bridge Expansion Project is set to start construction in July 2024, and construction material testing (CMT) services will be needed to help monitor the quality of construction materials.

The City of Pharr has an approved pool of firms to provide Professional Geotechnical and CMT Services. Out of the pool, B2Z Engineering is the recommended firm to provide CMT services for this project.
(Project No. 2122-01-528-S017-663-A)

Fiscal Consideration:

Proposal Amount: \$1,498,663.38

Staff Recommendation: Staff recommends authorizing the City Manager to enter into agreement with B2Z Engineering for CMT services for the International Bridge Expansion Project.

Alternatives: B2Z Engineering was chosen from the pool of approved Professional Geotechnical and CMT Services firms. Work is assigned as equally possible, based on dollar amount, across all the firms in the pool. The City Commission may choose another firm in the pool.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Ruben Alfaro
Mayra Gomez
Ricardo Rodriguez

Created/Initiated - 4/29/2024
Approved - 5/16/2024
Approved - 5/16/2024
Approved - 5/16/2024

Jamison Merrick
City Management Office

Approved - 5/16/2024
Final Approval - 5/17/2024



EXHIBIT D
ESTIMATED MAN-HOURS AND TEST BREAKDOWN



Pharr-Reynosa International Bridge Expansion Project (Construct Twin Span) Construction Materials Testing								
Embankment (Test All Fill Material Including Cut From Job) (ITEM 132)								
• Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications. • Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	USIBWC & TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Determining Liquid Limits of Soils		Tex-104-E	Every 1,000 CY		Each	11	\$69.00	\$759.00
Determining Plasticity Soils Limits		Tex-105-E	Every 1,000 CY		Each	11	\$70.00	\$770.00
Calculating the Plastic Limits of Soils		Tex-106-E				11	\$74.00	\$814.00
USCS		Tex-142-E/ASTM D2487				11	\$86.00	\$946.00
Particle Size Analysis of Soils		Tex-110-E	Every 1,000 CY		Each	11	\$105.00	\$1,155.00
Determining Sulfate Content in Soils		Tex-145-E			Each	11	\$112.00	\$1,232.00
Soil Organic Content		Tex-148-E			Each	11	\$60.00	\$660.00
Moisture Density Relationship os Soils Material		Tex-114-E	One per 2,000 CY		Each	6	\$265.00	\$1,590.00
Field Method for Determining in-Place Density of Soils		Tex-115-E	Every 250 CY		Each	42	\$33.00	\$1,386.00
Crumb		ASTM D6572	Every 1,000 CY		Each	11	\$67.00	\$737.00
Pinhole		ASTM D4647	Every 1,000 CY		Each	11	\$330.00	\$3,630.00
Double Hydrometer		ASTM D4221	Every 1,000 CY		Each	11	\$330.00	\$3,630.00
Lab Moisture Content		Tex-103-E/ASTM D2216	Every 20 Density Test		Each	3	\$16.00	\$48.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	310	\$80.00	\$24,800.00
# of Trips (Tech)				36 Trips 30 Miles R/T	Mile	1,080	\$0.625	\$675.00
**Admin/Clerical					Hour	65	\$68.00	\$4,420.00
Item Subtotal								\$47,252.00
Lime (ITEM 260)								
• Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons		Each	1	\$300.00	\$300.00
Item Subtotal								\$300.00
Existing Material (Lime Treated) (ITEM 260)								
• Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications. • Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Pulverization Gradation		Tex-101-E (Part III)	Each 4,500 CY		Each	1	\$75.00	\$75.00
Determining Liquid Limits of Soils		Tex-104-E			Each	1	\$69.00	\$69.00
Determining Plasticity Soils Limits		Tex-105-E	Every 1,000 CY		Each	1	\$70.00	\$70.00
Calculating the Plastic Limits of Soils		Tex-106-E	Each 5,000 CY		Each	1	\$74.00	\$74.00
Particle Size Analysis of Soils		Tex-110-E	Each 5,000 CY		Each	1	\$105.00	\$105.00
Determining Sulfate Content in Soils		Tex-145-E			Each	1	\$112.00	\$112.00
Moisture Density Relationship os Soils Material		Tex-114-E	One per Each Material		Each	2	\$265.00	\$530.00
Field Method for Determining in-Place Density of Soils		Tex-115-E	Every 3,000 CY	Inc. to 12 - based om Geom/Place	Each	12	\$33.00	\$396.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	60	\$80.00	\$4,800.00
# of Trips (Tech)				6 Trips 30 Miles R/T	Mile	180	\$0.625	\$112.50
**Admin/Clerical					Hour	10	\$68.00	\$680.00
Item Subtotal								\$7,023.50

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)								
● Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Determining Liquid Limits of Soils		Tex-104-E		included with PI	Each	1	\$69.00	\$69.00
Determining Plasticity Soils Limits		Tex-105-E	Every 1,000 CY		Each	1	\$70.00	\$70.00
Calculating the Plastic Limits of Soils		Tex-106-E	Each 5,000 CY		Each	1	\$74.00	\$74.00
Particle Size Analysis of Soils		Tex-110-E	Each 5,000 CY		Each	1	\$105.00	\$105.00
Moisture Density Relationship os Base Material		Tex-113-E	Every 20,000 CY		Each	1	\$295.00	\$295.00
Field Method for Determining in-Place Density of Base		Tex-115-E	Every 3,000 CY	Inc. to 12 - based om Geom/Place	Each	12	\$33.00	\$396.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	\$252.00	\$252.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	2	\$1,970.00	\$3,940.00
Tech Time (Soils)				PI, MD & WB/Triax.	Hour	76	\$80.00	\$6,080.00
# of Trips (Tech)				6 Trips 30 Miles R/T	Mile	180	\$0.625	\$112.50
**Admin/Clerical					Hour	10	\$68.00	\$680.00
Item Subtotal								\$12,073.50
Cement Treated Flexible Base (ITEM 276)								
● Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Determining Liquid Limits of Soils		Tex-104-E		included with PI	Each	1	\$69.00	\$69.00
Determining Plasticity Soils Limits		Tex-105-E	Every 1,000 CY		Each	1	\$70.00	\$70.00
Calculating the Plastic Limits of Soils		Tex-106-E	Each 5,000 CY		Each	1	\$74.00	\$74.00
Particle Size Analysis of Soils		Tex-110-E	Each 5,000 CY		Each	1	\$105.00	\$105.00
Moisture Density Relationship os Base Material		Tex-113-E	Every 20,000 CY		Each	2	\$295.00	\$590.00
Field Method for Determining in-Place Density of Base		Tex-115-E	Every 3,000 CY	Inc. to 12 - based om Geom/Place	Each	12	\$33.00	\$396.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	\$252.00	\$252.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	2	\$1,970.00	\$3,940.00
Tech Time (Soils)				PI, MD & WB/Triax.	Hour	76	\$80.00	\$6,080.00
# of Trips (Tech)				6 Trips 30 Miles R/T	Mile	180	\$0.625	\$112.50
**Admin/Clerical					Hour	10	\$68.00	\$680.00
Item Subtotal								\$12,368.50
Asphalt Concrete Pavement (Item 341 - HMA-QC/QA)								
● Field compaction testing of asphalt to ensure proper compaction during lay down operations. ● Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				Stockpile				
L.A. Abrasion		Tex-410-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	0	\$430.00	\$0.00
Soundness		Tex-411-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	0	\$497.00	\$0.00
Sieve Analysis		Tex-200-F	1 Per Project Per Source Per Design		Each	2	\$108.00	\$216.00
MicroDeval		Tex-461-A	1 Per every 12 Sublots	May be Eliminated based on Test History	Each	0	\$333.00	\$0.00
Flat & Elongated Particles		Tex-280-F	1 Per Project Per Source Per Design		Each	2	\$100.00	\$200.00
Coarse Aggr. Angularity		Tex-460-A (Part I)	1 Per Project Per Source Per Design		Each	2	\$93.00	\$186.00
Del. Matl. and Decant		Tex-217-F	1 Per Project Per Source Per Design		Each	2	\$107.00	\$214.00
Fine Aggr.				Stockpile				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design		Each	2	\$72.00	\$144.00
Organic Impurities		Tex-408-A	1 Per Project Per Source Per Design		Each	2	\$64.00	\$128.00
Sieve Analysis		Tex-200-F	1 Per Project Per Source Per Design		Each	2	\$108.00	\$216.00
Mineral Filler				Bin or Silo				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design	Assume No Filler	Each	0	\$72.00	\$0.00
Sieve Analysis		Tex-200-F	1 Per Project Per Source Per Design	Assume No Filler	Each	0	\$108.00	\$0.00
Combined Aggr.				Stockpile or Feeder Belt				\$0.00

Sand Equivalent		Tex-203-F	1 Per Project Per Source Per Design		Each	2	\$92.00	\$184.00
Complete Mix				Truck Sample				
Asphalt Content (%)		Tex-236-F	1 Per Lot Per Design		Each	2	\$207.00	\$414.00
Voids in Mineral Aggr. (VMA)		Tex-204-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	2	\$90.00	\$180.00
Gradation		Tex-236-F	Min 1 Per 12 Sublots Per Design		Each	2	\$207.00	\$414.00
Boil Test		Tex-530-C	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	\$144.00	\$0.00
Indirect Tensile - Dry		Tex-226-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	\$600.00	\$0.00
Moisture Content		Tex-212-F (Part II)	1 Per Project Per Source Per Design		Each	2	\$34.00	\$68.00
Lab Molded Density		Tex-207-F	1 Per Sublot Per Design		Each	6	\$71.00	\$426.00
Hamburg Wheel Tracker		Tex-242-F	1 Per Project Per Source Per Design	Make Contractor Perform Test	Each	0	\$915.00	\$0.00
Roadway				At Site				
Field Coring			2 Cores Per Sublot Per Design	Make Contractor Perform Test	Each	2	\$0.00	\$0.00
In-Place Air Voids		Tex-207-F	2 Cores Per Sublot Per Design		Each	2	\$71.00	\$142.00
Segregation Profile		Tex-207-F (Part V)	1 Per Project Per Source Per Design		Each	2	\$70.00	\$140.00
Joint Density		Tex-207-F (Part VII)	1 Per Project Per Source Per Design		Each	2	\$175.00	\$350.00
Tack Coat Adhesion		Tex-243-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	\$100.00	\$0.00
Thermal Profile		Tex-244-F	1 Per Project Per Source Per Design		Each	2	\$201.00	\$402.00
Ride Quality		Tex-1001-S	Engineer may verify Contractor's results	Make Contractor Perform Test	Each	0		
Binder (PG & MC)			1 Per Project Per Source Per Design		Each	1	\$450.00	\$450.00
Test Reports					Each	0	\$25.00	\$0.00
Tech Time (Aggr)				8 hours per 1 days (trips/test - CA/FA/Co)	Hour	16	\$80.00	\$1,280.00
Tech Time (Asph)				12 hours per 40 days	Hour	24	\$80.00	\$1,920.00
# of Trips (Tech)				6 Trips 30 Miles R/T	Mile	180	\$0.625	\$112.50
**Admin/Clerical					Hour	20	\$68.00	\$1,360.00
Item Subtotal								\$9,146.50
Hydraulic Cement Concrete ~ Drilled Shafts, Cap, Columns, Rails (Class SS & C) Slab & Extended Slab (Class S)								
- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications. - Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				QA Test. (QC by Source)				
Decantation		Tex-406-A	Each 20,000 CY(or source)		Each	5	\$81.00	\$405.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)	5 Sieve	Each	5	\$108.00	\$540.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	5	\$100.00	\$500.00
L.A. Abrasion		Tex-410-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	\$430.00	\$0.00
Soundness		Tex-411-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	\$497.00	\$0.00
Fine Aggr.				QA Test. (QC by Source)				
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	5	\$92.00	\$460.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	5	\$64.00	\$320.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	5	\$108.00	\$540.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	5	\$80.00	\$400.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	5	\$98.00	\$490.00
Acid Insoluble		Tex-612-J	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	\$228.00	\$0.00
Mineral Filler				QA Test. (QC by Source)				
Sieve Analysis		Tex-401-A	Two Each Source	if No Mineral Filler utilized in Mix ~ Remove	Each	0	\$108.00	\$0.00
Concrete								
Making & Curing		Tex-447-A		per set	Each	3214	\$30.00	\$96,420.00
*Strength		Tex-418-A/ASTM C39	Each 60 CY		Each	3214	\$22.00	\$70,708.00
Slump		Tex-415-A	One per set		Each	643	\$33.00	\$21,219.00
Entrained Air		Tex-416-A	One per set		Each	643	\$32.00	\$20,576.00
Temperature		Tex-422-A	One per set		Each	643	\$20.00	\$12,860.00
Test Reports				CA,FA,MF,Conc.	Each	1939	\$25.00	\$48,475.00
Tech Time (Aggr)					Hour	40	\$80.00	\$3,200.00
Tech Time (Conc)					Hour	2572	\$80.00	\$205,760.00
# of Trips (Tech)				1291 Trips 30 Miles R/T	Mile	38730	\$0.625	\$24,206.25

**Admin/Clerical					Hour	1940	\$68.00	\$131,920.00
Item Subtotal								\$638,999.25
Hydraulic Cement Concrete Misc. - Riprap (Class A)								
• Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications. • Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Making & Curing		Tex-447-A		per set	Each	16	\$30.00	\$480.00
*Strength		Tex-418-A/ASTM C39	Each 180 CY(1 Set = 4 Cyl.)	Adjust Per Str & Placement	Each	16	\$22.00	\$352.00
Tech Time (Conc)					Hour	20	\$80.00	\$1,600.00
# of Trips (Tech)				8 Trips 30 Miles R/T	Mile	240	\$0.625	\$150.00
**Admin/Clerical					Hour	8	\$68.00	\$544.00
Item Subtotal								\$3,126.00
Slurry Testing for Drilled Shafts Construction (Class SS) - (Slurry Testing (Density, Viscosity, Sand Content) incl in Tech Time Estimate)								
• Slurry Testing for Construction of Drilled Shafts in Underwater Environment included in this Tech Time Estimate								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Tech Time (Conc)					Hour	1800	\$80.00	\$144,000.00
# of Trips (Tech)				180 Trips 30 Miles R/T	Mile	5400	\$0.625	\$3,375.00
**Admin/Clerical					Hour	54	\$68.00	\$3,672.00
Item Subtotal								\$151,047.00
Batching for Hydrulic Cement Concrete (Class C, S and SS) - Inspection of Batching at Plant (1 Tech per Plant, Reports)								
• Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications. • Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Tech Time (Conc)					Hour	1600	\$80.00	\$128,000.00
# of Trips (Tech)				160 Trips 30 Miles R/T	Mile	4800	\$0.625	\$3,000.00
**Admin/Clerical					Hour	48	\$68.00	\$3,264.00
Item Subtotal								\$134,264.00

** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary		
Sub-Total (CMT Items) =		\$1,015,600.25
Support Manager	(1198 hrs x 210.00 Hr.)	\$251,580.00
Project Engineer (QA/QC of CMT)	(599 hrs x 159.00 Hr.)	\$95,241.00
Total :		\$1,362,421.25
Contingency (Est. at 10% Based on Project) :		\$136,242.13
Constuction Materials Testing Total		\$1,498,663.38



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.B.

DATE SUBMITTED: May 13, 2024

MEETING DATE: May 20, 2024

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 AJ's Heating - Cooling & More, LLC. from Edinburg, Texas for City Wide On-Call HVAC Services. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: On March 28, 2024, the Purchasing Department opened formal sealed proposals for City Wide On-Call HVAC Services. A total of two (2) companies responded to our solicitation and an evaluation team of three (3) reviewed each proposal thoroughly. AJ's Heating-Cooling and More, LLC from Edinburg TX was determined to be the most responsive, responsible candidate. Staff is hereby requesting authorization to award this service contract for one (1) year with the option to extend, with City Manager approval, for two (2) additional years in one (1) year increments. - Project# 2324-01-522-S03-54

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends award of this service contract for one (1) year with the option to extend, with City Manager approval, for two (2) additional years in one (1) year increments.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Sergio Alanis
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 5/13/2024
Approved - 5/13/2024
Approved - 5/16/2024
Approved - 5/16/2024
Approved - 5/16/2024
Approved - 5/16/2024
Final Approval - 5/17/2024



Pharr



PROJECT NO. 2324-01-522-S65-64 REQUEST FOR PROPOSALS FOR CITY-WIDE HVAC SERVICES

DEADLINE: MARCH 28, 2024 AT 4:00 PM (CST)

RESPONDENTS:	
COMPANY	CITY, STATE
AJ'S HEATING AND COOLING AND MORE LLC	EDINBURG, TX
PRO TECH MECHANICAL	CORPUS CHRISTI, TX



Pharr



REQUEST FOR PROPOSALS (RFP) EVALUATION MATRIX

PROJECT: 2324-01-522-S03-54 CITY-WIDE ON CALL HVAC SERVICES
EVALUATOR: COMMITTEE AVERAGE (CG, CC, JE)
DATE: 5/8/2024

CRITERIA	ASSIGNED POINTS	AJ'S HEATING-COOLING AND MORE LLC EDINBURG, TX	PRO TECH MECHANICAL CORPUS CRISTI, TX
COST	40	31	25
CONTRACTOR EXPERIENCE AND SCOPE OF VARIOUS PROJECTS SIMILAR TO CITY'S REQUEST	30	25	22
REFERENCES/CLIENT RECOMMENDATIONS FROM OTHER ORGANIZATIONS FOR WHICH RESPONDENT HAS PROVIDED SIMILAR SERVICES (MINIMUM 5)	30	25	12
TOTAL:	100	81	59



PROPOSAL OPENING: MARCH 28, 2024 AT 4:00 PM
LOCATION: CITY COMMISSION EXECUTIVE ROOM
PROJECT NO. 2324-01-522-S65-64 REQUEST FOR PROPOSALS FOR CITY-WIDE HVAC SERVICES

RESPONDENTS:				AJ'S HEATING-COOLING AND MORE LLC EDINBURG, TX	PRO TECH MECHANICAL CORPUS CRISTI, TX
ITEM	DESCRIPTION	U/M	QTY		
1	(REGULAR TIME: MONDAY – FRIDAY (8:00 AM TO 5:00 PM))	Hr	1	\$ 27.00	\$ 112.50
2	ASSISTANT (REGULAR TIME: MONDAY – FRIDAY (8:00 AM TO 5:00 PM))	Hr	1	\$ 20.00	\$ 75.00
3	& MATERIALS (REGULAR TIME: MONDAY – FRIDAY (8:00 AM TO 5:00 PM))	%	1	\$ 20.00	\$ 15.00
4	CERTIFIED A/C TECHNICIAN (EMERGENCY RATES/AFTER HOURS)B	Hr	1	\$ 35.00	\$ 162.50
5	ASSISTANT (EMERGENCY RATES/AFTER HOURS)	Hr	1	\$ 28.00	\$ 105.00
6	& MATERIALS (EMERGENCY RATES/AFTER HOURS)	%	1	\$ 25.00	\$ 10.00
NUMBER OF YEARS THAT COMPANY HAS BEEN IN HVAC SERVICE BUSINESS				12	22
TO FULFILL THE REQUIREMENTS OF THIS CONTRACT AND YEARS OF EXPERIENCE FOR EACH				A TOTAL OF 25 YEARS OF COMBINED	EMPLOYEES, 10 PLUS YEARS EACH, 6 TECHNICIANS, 15
SPECIFY HOURS OF OPERATION				8:00A.M. TO 5:00P.M. AND AFTER	FRIDAY 8 AM - 5 PM, 24 HOURS, 7 DAYS WEEK ON CALL



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.C.

DATE SUBMITTED: May 13, 2024

MEETING DATE: May 20, 2024

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 CAMVIO Inc. from Los Angeles, CA for billing and operations software services for [TeamPharr.Net](https://www.teampharr.net) This item supports SE - Service Excellence.

Classification: Regular

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

Issue: The City of Pharr requires services to onboard, manage and bill subscribers for Broadband Fiber on TeamPharr.net. The City of Pharr recommends award of a service contract to CAMVIO Inc.(sole source) from Los Angeles, CA for a period of three (3) years. - Project No. 2324-01-518-S33-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into a service contract with CAMVIO Inc.(sole source) from Los Angeles, CA for a period of three (3) years.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jose Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/13/2024

Approved - 5/13/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Final Approval - 5/17/2024



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) dated as of April 12th, 2024, is by and between **City of Pharr, TX** (the “**Client**”), and **CAMVIO INC.**, a California corporation (the “**Contractor**”).

1. License and Services. Contractor agrees to provide the products and services for Client as defined in this Statement of Work attached hereto as Exhibit A (the “**Statement of Work**”). Software programs installed are provided under a non-exclusive license with an unlimited number of users. Contractor retains all ownership and intellectual property rights to the software programs developed.

2. Terms. This Agreement shall continue in effect for 36 months commencing on the system acceptance day of this Agreement.

3. Payment Terms. Client will pay Contractor as follows:

- Payment structure detailed within the Scope of Work, *Exhibit A*
- Monthly hosting and managed services
- Client shall pay Contractor upon receipt from the date of Contractor’s invoice.

4. Late Fees. Late payments by Client shall be subject to late penalty fees of 1.5% per month starting 30 days after the date of invoice until the amount is paid. Late fees may only be applied to the outstanding balances over the 30-day period of any unpaid remaining balances shown owing on the account.

5. Equipment and Supplies. Contractor, at Contractor’s expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

6. Expenses. Contractor will be responsible for all expenses required for the performance of the contractual services, except for the following, which will be paid for by Client:

- Airfare
- Accommodations
- Rental Car (Mid-Size or Full-Size)
- Meals

7. Terminating the Agreement. With Reasonable Cause, either party may terminate this agreement within Thirty (30) days by written notice to the other party, Reasonable Cause shall mean:

- The parties shall be in default under the agreement upon the material breach of any term, condition, or provision herein provided that, if curable, is not remedied within thirty (30) days written notice of default.

- If the default is curable, the defaulting party shall have thirty (30) days after the non-defaulting party gives written notice of default to the defaulting party to cure the default (unless the default is cured or waived in writing by the non-defaulting party within the thirty (30) day period). However, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligence, such party shall use a commercially reasonable effort to as promptly as possible cure the default, not to exceed sixty (60) days.
- In addition to the specific remedies provided in the agreement, upon giving notice of default, the non-defaulting party may: (i) take any action it determines to be necessary to correct the default; and (ii) pursue any other remedies it may have that are consistent with the terms of this Agreement.
- Unless Contractor is the defaulting party, Contractor shall be entitled to full payment for services actually performed to date prior to the date of termination.
- Either party may terminate this agreement without cause for any reason whatsoever upon ninety (90) days prior written notice to the other party.

8. Third Parties. This Agreement does not provide and is not intended to provide any third-party beneficiaries, including but not limited to customers and users with any remedy, claim, and reimbursement, cause of action or other right or privilege.

9. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. The parties have each contributed in the drafting of this agreement such that it should not insure for the benefit or detriment of either.

10. Successors and Assigns. This Agreement binds and benefits the heirs, successors and assigns of the parties; provided, however, that Contractor may not assign its obligations hereunder unless Client's express written consent is first obtained.

11. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered (i) in person, (ii) by email, (iii) by certified mail, or (iv) by overnight courier.

12. Counterparts. The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

13. Modification. This Agreement may be modified only by a writing signed by the parties hereto.

14. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the

waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

15. Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

16. Indemnification. CAMVIO will indemnify, defend and hold harmless Client and its Affiliates (the “Client Indemnitees”) from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that CAMVIO infringes on any U.S. intellectual property right of a third party; provided, however, that CAMVIO is notified in writing of such claim promptly after such claim is made upon Client. CAMVIO shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without CAMVIO’s prior written approval. If such a claim is made or if CAMVIO in CAMVIO’s opinion, is likely to become subject to such a claim, CAMVIO may, at its option and expense, either (i) procure the right to continue using CAMVIO or portion thereof, or (ii) replace or modify CAMVIO or portion thereof so that it becomes non-infringing. If CAMVIO determines that neither alternative is reasonably practicable, CAMVIO may terminate this Agreement with respect to the portion of CAMVIO infringing or alleged to infringe. CAMVIO shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to CAMVIO, other than by CAMVIO (ii) any combination of CAMVIO with other programs or data not furnished by CAMVIO or (iii) any use of CAMVIO prohibited by this Agreement or otherwise outside the scope of use for which CAMVIO is intended.

17. Intellectual Property. Client is, and shall be, the sole and exclusive owner of all right, title and interest in the systems developed under Customization in the Statement of Work.

18. Time for Performance. Contractor’s time for performance shall be extended to the extent such performance is rendered impossible or impracticable by an Event of Force Majeure. In such event, Contractor’s time for performance shall be extended for a period equal to such period of impossibility, impracticability. The term “Event of Force Majeure” means any war, riot, insurrection, civil commotion, explosion, fire, flood, accident, storm or any act of God, delay of common carriers or embargo, or any other cause beyond the control of the affected party, that results in a failure or delay under this agreement.

19. Governing Law. The interpretation, construction and enforcement of this agreement shall be governed in all respects by the laws of the State of Texas. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Hidalgo County, TX, for any matter arising out of or relating to this Agreement.

20. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or

based upon this agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the state of California in each case located in county of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address that follows the party's signature shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum

21. Waiver of Jury Trial.

No Dispute Resolution / No Waiver of Jury Trial . For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation, or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

Exhibit A

Statement of Work

City of Pharr, TX

SUMMARY	5
OBJECTIVE	6
DEFINITIONS	6
PROJECT SCOPE:	7
TENTATIVE TIMETABLE	9
PRICING	10
Support and Service Agreement	11

Summary

This document describes the Statement of Work (SOW) for deployment of Camvio Business Support System (BSS) and Operations Support System (OSS) at City of Pharr, TX. This SOW includes deployment, configuration, support, upgrades, cost and more.. Please do not hesitate to forward your questions to jlogsdon@camv.io.

Objective

To deploy a hosted and integrated system which allows **City of Pharr, TX** to onboard, manage and bill subscribers for Broadband Fiber.

Definitions

Following are the definitions that we will be using throughout this document.

- **End User / Subscriber:** An end user or subscriber is the individual or business entity who will ultimately be using services.
- **End User Portal:** The system that is accessible by the End User. The Portal provides end customers with online access to important information about their account details, services, payment method and equipment details.
- **Camvio Provisioning:** Camvio's backend process which communicates and activates services in a network
- **Camvio API:** A set of functions and procedures allowing external systems to communicate with Camvio.
- **Company Website:** Core Website designed and maintained by a company.
- **Service line:** A billable customer subscription.
- **Customer Care:** Customer Account Management, New Service Signup, Quote/Prospect Management, Service Management, Payments, Adjustments, Payment Arrangements, Discounts, Customer Recurring Credits, Number Portability, Wholesale Carrier Reporting, Capital Credits, Web Self Care, Voice Self Care.
- **Order Management:** Workflow, Auto Provisioning, Task Management, Custom Dynamic Workflows with Provisioning for internal and Third-Party Systems.
- **Billing and Invoicing:** Full bill processing capabilities, Reporting, Trending, Balancing, Multiple Bill Cycle Accommodation, Parent Child Relationships, Wholesale and Third-Party Bill Extracts as applicable.
- **Reports:** Dashboards, Canned Report, Queries, Regulatory Reporting, Adhoc, Custom, Training to Create your own, Real Time, and Proactive.
- **Customer Portal:** Robust portal for customers to pay invoices, update billing info, assess toll usage, print invoices, view suggestive marketing, choose account preferences, set notifications.
- **API's:** Open, Bi-Directional, Quick Deployment, Ecosystem Consultation included pre and post conversion.
- **Mediation & Rating:** Realtime and Batch Processing. Voice, Text, Data, Event Base and Shared Allowance, Reporting, import and extract.
- **POS:** Cash management, Returns, Exchanges, Receipts, Receipt Reprint, Bar code, Stock Lookup, Inventory, Multiple Location Management.
- **Partner Management:** Allows business partners to handle customers and their services.
- **Trouble Ticketing:** Allows users to create tickets and escalate based on SLAs. Fully supported and integrated with internal workflow processes.
- **Workforce Scheduling:** Scheduling system for managing Service Orders and Trouble Tickets.

Project Scope:

The Camvio team identified the following project terms for your migration:

Environment Setup:

- Camvio Web Environment (Core billing & operational system hosted on AWS)
- Customer Portal Setup w/Branding Guidelines (Customers portal for payments, invoice history, order search and service management)
- Demand Aggregation Setup w/Branding Guidelines (Check Availability functionality)
- Users Setup & Training (Employees and outside contractors)
- Outbound Email Setup
- SMS Twilio Number Established (Text Notifications)
- Data lake Setup (Report Repository outside of Camvio's AWS Quicksight dashboard)

Migration:

- Migration Template Remote Working Session
- Preliminary Migration (100 Customers), Errors Output Review, Invoice Review
 - Customer Accounts, Servicelines, Service Address, Products & Features
 - *Typically performed at Pre-Operational Visit onsite)*
- 2nd Migration (All Customers), Errors Output Review, Invoice Review
 - Customer Accounts, Servicelines, Service Address, Products & Features, Inventory & Equipment, Account Balances
- 3rd Migration (All Customers), Errors Output Review, Invoice Review
 - Customer Accounts, Servicelines, Service Address, Products & Features, Inventory & Equipment, Account Balances, Historical Service Order Comments, Historical Invoice PDF Files

Configuration:

- Locations (Company and Virtual Locations ie. Warehouses & Trucks)
- Product Catalog Setup (Features, Feature Packages & Plans)
- Account Types (Account Categories, ie. Res, Bus)
- Account Terms (ACP, Lifeline, VIP)
- Treatment (Suspend, Deactivate, etc)
- Trouble Report Codes (What the Customer Reported as the trouble)
- Trouble Cause Codes (What the Caused the trouble)
- Capacity (Technician available capacity for service orders and trouble tickets)
- Workflow Validation & Configurations as needed
- Notifications (Email & SMS sent throughout the customer journey)
- Z-Fold Invoice Customization (Logos, Contact info & Alternative Communications)
- Invoice Distribution Methods (Email, PDF Link and Print)
- Billing Dates & Bill Cycle Configuration
- CSI Tax Configuration (Real Time API Tax Engine)

System Testing:

- Payment Integration Testing (Camvio Preferred Vendor - IPPay, Paymentus, Verifone, Authorize.net)

- Provisioning integration Testing (Calix SMX, Support Cloud & Marketing Cloud) *Lab must be set up and accessible at all times. Connectivity, Validation, Testing & Acceptance
- Mapping/GIS Integration Testing (Camvio Preferred Vendor - ESRI or Vetro). Connectivity, Validation, Testing & Acceptance

Training:

- Admin Training (Reports, Operations, etc.)
- CSR/Sales Training
- Contractors & Technician Training
- Other - Accounting, Inventory, etc.

Launch:

- Project Plan for live of Migration.
- Final Review of Configurations
- Onsite & Live Training at 2 customer sites (Contractors/Techs, CSR's)
- 4th Migration (All Customers), Errors Output Review, Invoice Review
 - Customer Accounts, Servicelines, Service Address, Products & Features, Inventory & Equipment, Account Balances, Historical Service Order Comments, Historical Invoice PDF Files
- Onsite Live Monitoring for 7-14 days post go-live

Tentative Timetable

	Description of Work	Date
Acceptance of Software Terms Agreement	Signature of the Software Terms Agreement	TBD
Project Start	Project Scope to Begin	TBD
Onsite Pre-Ops Visit	Onsite Pre-Ops visit (Camvio & Client)	TBD
Project Finish	Project Scope to End	TBD
Go Live System	Go Live in BSS/OSS w/Payments	TBD
Go Live Billing	Go Live for Billing (1 st Billing)	TBD

Pricing

The following is a summary of the cost for this project. The cost does not include any 3rd party fees. All travel expenses required for this project during requirement gathering, design, development, training, deployment, testing and onsite support will be paid by City of Pharr, TX

Included:

- **Hosting:** Production Environment Hosted by Camvio at AWS
- **Branded portals:** See above for additional information
- **Setup:** Configuration, Conversion and setup
- **Camvio BSS/OSS:** Current Functionality
- **Ongoing Upgrades:** New functionality from Camvio roadmap
- **Training & Support:** Train the staff, answers to questions

Not Included:

- **Conversion/Migration:** Custom conversion and data extract and cleanup
- **Bill Printing:** Camvio does not print and mail paper invoices

Cost:

- One-Time Estimate: **\$160,000** as following (Professional Services)
 - Due upon signature of Service Agreement & Scope of Work: \$60,000
 - 10X (Monthly \$10k payments or 20X Monthly 5k payments)
 - *OR - \$160,000 upon signature of Service Agreement & Scope of Work*
- Starting at go-live: **\$1,500 Monthly Minimum**
 - Residential Subscribers: \$1.00 a subscriber
 - Business Subscribers: \$2.00 a subscriber

Support and Service Agreement

Camvio warrants all requirements are fulfilled and delivery of this solution within the agreed time frame as defined in Section Timeline to the best of its ability. The total price includes, development, ongoing support and upgrades, installation, system setup and ongoing Camvio feature developments.

Ongoing monthly support fee covers development of Camvio roadmap, system and IT upgrades, 24/7 phone and email access to Camvio support.

Thank you for your time and consideration of Camvio Inc. If you have any questions or need any further information, please feel free to contact us at (913-967-9887) or jlogsdon@camv.io.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date of 4/12/24.

<i>City of Pharr, TX</i>		<i>Camvio Inc.</i>	
<i>Name:</i>	<i>Dr. Jonathan B. Flores</i>	<i>Name:</i>	<i>Jennifer Logsdon</i>
<i>Signature:</i>		<i>Signature:</i>	
<i>Title:</i>	<i>City Manager</i>	<i>Title:</i>	<i>Co-Founder & CEO</i>

DRAFT



Pharr



SOLE SOURCE AFFIDAVIT

1. My name is (Print Name): Jennifer Lagdon
 I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
 I am authorized to sign contracts for the following company or firm:

Company Name: Camvio
 Address: 149 S. Barrington Ave #707
 City, State, Zip Code: Los Angeles, CA 90049
 Telephone Number: 913-967-9887
 E-mail Address: jlagdon@camvio.io

2. The above listed company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products services listed below: billing and operational software

3. Competition in providing the above-named item(s) is precluded due to:

☐ A patent
☒ A copyright
☐ A secret process
☐ A monopoly
☐ It is a film.
☐ It is a manuscript.
☐ It is a book.
☐ It is a utility service, including electricity, gas, or water.
☐ It is a captive replacement part or component for equipment.

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

[Signature]
 Signature of Authorized Official

CEO & Co-Founder
 Title of Authorized Official

5-8-2024
 Date

NOTARY USE ONLY

SUBSCRIBED AND SWORN to before me this 8th day of May, 2024

[Signature]
 Notary Public Signature

Print Name: Mariah Olguin

My Commission Expires: January 31st, 2026





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.D.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract with Ezequiel Ordonez Animas d/b/a Border Infrastructure Consulting, LLC. for Professional Consulting and Lobbying Services. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Service Contract with Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC. for Professional Consulting and Lobbying Services. This contract provides consulting and lobbying services in Mexico. The terms of this agreement will be for a period of three (3) years beginning June 1, 2024 and will expire on May 31, 2027.

Project No. 2324-70-510-S35-01

Fiscal Consideration: \$12,500.00 per month, \$150,000.00 annual.

Staff Recommendation: Authorization to contract Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC. for a 3 year period.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/14/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Final Approval - 5/17/2024

CITY OF PHARR
PROFESSIONAL SERVICES AGREEMENT
BORDER INFRASTRUCTURE CONSULTING LLC
Strategic Lobbying in Mexico

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx; and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge; and

WHEREAS, the City has maintained open communication and a positive working relationship with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary to have a voice through a consultant that will continue to market, the City and its international bridge for years to come and make improvements to infrastructure on both the Pharr and Mexican side of the international bridge by continuing to lobby and negotiate with Mexican officials.

This Agreement is entered into by the City of Pharr, Texas (City), and Border Infrastructure Consulting, LLC, represented by Ezequiel Ordoñez Animas (Mexico Consultant). The Consultant, in consideration for the compensation herein provided shall render the below-described services. The parties agree that Consultant shall provide its corporate formation filings pertaining to the terms of this Agreement and amendments thereto, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this Agreement. Consultant further agrees to render the following professional services:

1. SERVICES. The Consultant shall perform the obligations and basic services necessary for the development of the services described in *Attachment "A" Deliverables*. The Deliverables provide a description of the tasks that will be performed by the Consultant and are based on the understanding of the City's desires and objectives. The Consultant shall provide quarter reports to the Bridge Director and the Board. The Consultant shall further provide written reports to the Bridge Advisory Board and City Administration on a quarterly basis of all productivity, services, support documents and other activities, as deemed necessary. The Consultant shall ensure confidentiality of written reports and prevent disclosure of exempt information as allowed by applicable laws.

Attachment "B" Border Infrastructure Consulting Outreach Plan 2024-2027

2. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this Agreement. The principal personnel that will be carrying out this project is Ezequiel Ordonez Animas, Operations Manager for the company.

3. COMPENSATION AND PAYMENT. (a) The City shall pay Consultant for the performance of services, a fee of \$12,500.00 payable monthly. Said compensation shall equal and not exceed \$150,000.00 annually. The Consultant will not be reimbursed for any travel expenses or office expenses at its Ciudad Victoria, Tamaulipas, Mexico office. Compensation for additional services, which may be required of the Consultant, shall be provided for if the terms of this Agreement are amended in writing accordingly. (b) The Consultant agrees to utilize City resources in obtaining travel arrangements, prior to scheduling and expenditure, if practicable. The City shall act in accordance with accepted standards and rates from the state comptroller and related federal agencies. (c) The Pharr International Bridge, under the Agreement, will pay registration fees for Trade Events, Expos and Seminars, and reimburse

the Consultant for any special meetings. (d) The Pharr International Bridge shall supply the Consultant with laptop/computer, software and other equipment/hardware, as deemed necessary for operations.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval of the City's Board of Commissioners, and upon written amendment of this Agreement.

5. TERM AND; TERMINATION OF CONTRACT. The term of this Agreement shall commence on the 1st day of June 2024 and shall expire on the 31th day of May, 2027. Any party to this Agreement can terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to the other party. This Agreement can also be terminated upon mutual consent of both parties, evidenced in writing.

6. RENEWAL OF CONTRACT. Upon the expiration of this Agreement, the Agreement may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City, any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorney fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that: (a) Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of the Consultant's work, products, methods, or processes provided to the City shall be directed or controlled by City; (b) Consultant is not prohibited from providing services to any other entity or person that are not in conflict with the interests of the City of Pharr, its corporations and departments; (c) Consultant acknowledges and agrees that it may

be personally liable for self-employment taxation; (d) Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (e) Consultant further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this Agreement with any person or third-party including, but not limited to, any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This Agreement and the terms and conditions herein shall not be assigned or subcontracted by either party without prior written amendment.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their Agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.

Signed on _____, 2024.

Ezequiel Ordoñez-Animas
Operations Manager, Border Infrastructure Consulting, LLC

Dr. Jonathan B. Flores
City Manager, City of Pharr

Approved as to Form:

Ricardo Rodriguez, City Attorney

ATTACHMENT "A"

DELIVERABLES & VARIABLE COST

Consultant agrees to provide the City of Pharr/Pharr International bridge with the following service:

1. Workshops for the Pharr International Bridge with attendance by the Mexican representatives Association's and Councils (ANAM, FONADIN, BANOBRAS, SEDENA, SAT, CAPUFE, SRE, SICT, Mexico Federal Government, Tamaulipas State Government, Municipality of Reynosa, INDEX Reynosa, INDEX National, AAA Reynosa, CANACAR (Truck National association, CAAREM, Texas Intl. Produce Association, AMHPAC(National Produce Association National, COMCE National, El Consejo Mexicano de Comercio Exterior del Noreste (COMCE Noreste), Produce and Automotive Manufacturing Clusters, and any other governing agency and/or membership association).
2. To approach the central states of Mexico, mainly Tamaulipas, Nuevo Leon, Queretaro, Zacatecas, Colima, Aguascalientes, Sinaloa, Jalisco and Guanajuato and initiate research by collaborating with the local export chambers, agricultural unions, cattle raisers, citrus growers and farmers to create a database of the companies that they serve.
3. To identify the companies which have not used the Pharr International Bridge for the exportation of their goods into the United States, most for Central, Bajio and Pacific of Mexico.
4. To invite the representatives of those companies to a formal presentation on the advantages of using the Pharr International Bridge, and to provide information on its infrastructure and a breakdown of the cost-saving fees, average crossing times and other benefits and advantages.
5. To participate in different events, fairs, and expos around Mexico, such as, but not limited to: Maquiladora (Manufacturing) Industry, Logistics (Transportation, Freight and Distribution), Produce Industry, Binational Bridges and Borders, Border Master Plan, and any other governing agency and/or membership association.
6. Coordinate efforts and plan bi-nationally with Mexican officials to secure the funding for infrastructure projects at the State and Federal levels in Mexico to increase capacity, streamline import/export processes, increase commercial truck throughput, reduce border wait times and make the Pharr – Reynosa International Bridge in Texas.
7. Lobbying of Projects of Pharr Intl Bridge in different federal entities in Mexico (Second Expansion)/Pharr Twin Bridge.
8. Bi-national coordination meetings have been held between the Administration of the Pharr Bridge, representatives of the SCT (Secretariat of Communications and Transportation), as well as representatives of the Concessionaire FONADIN/BANOBRAS (National Infrastructure

Fund/National Bank of Public Works and Services), coordinates planning workshops have been held to coordinate the activities that allow the construction of a second span.

9. Mexican Federal, State and Local government affairs related to international trade, infrastructure development, strategic alliances, MOUs, trade delegations and trade missions.

VARIABLE COST:

International Bridge Office

Shall be responsible for paying registration fees for Events, Expos and Seminars and will be reimbursed for such expenses upon authorization after the event.

Shall be supplied with laptop, software and other equipment/other hardware as deemed necessary for operations.

After every trip, there will be a meeting to submit a report and discuss the results obtained.

The Project Variable Cost is for Lodging, Meals, Transportation, Maintenance, and Airfare.

Bridge Mexico Liaison/Consultant

Shall request in advance, when possible, any extraordinary travel expenses to be incurred are to be requested in advance and authorized by the International Bridge Office one month prior to making said travel arrangements.

PROPOSAL

BUDGET SUMMARY: FY 2021 - 2024

GRAND TOTAL \$ 150,000 Dlls. Annual

TIME: 2024-2027 (3 YEARS)

1) PLUS EXPENSES:

- Travel expenses (For Lodging, Meals, Transportation, Maintenance, and Airfare, Tickets access). Reimbursement Option by EDC
- Customer Engagement (Social Mixers).
- Consultant's registration fees for events, exhibitions, expos and seminars, provided that Management has been notified of plans to attend and/or plan such an event.

OFFER SERVICES

- | | |
|--------------------------------------|---|
| + Lobbying: | 3 Public Entities MX Federal, State & Local |
| + Marketing/Promotion Collaboration: | Conventions and Forum Binational |
| + Biz Development/Retention: | MOU, Agreements, Special Meeting. etc. |

2) LOBBYING BONUS

- Quarter or Six Months (Extra Compensation \$\$.
Example: - Fixed \$ per Legislative achievement
 - Bridge Span (State & Federal).
- Special Target Meeting Bonus:
 - Global Cities Initiatives, formerly
 - Sister City Signings MOU's,
 - Trade delegations and trade missions.

ATTACHMENT "B"

OUTREACH PLAN 2024-2027



SWOT ANALYSIS

Customer:

Pharr International Bridge.

Current Strengths: FORTALEZAS

- P8 has an excellent geographic location and access to industry.
- 5% Avg. growth in imports & Exports per year.
- Imports up by 9.62% & Exports up by 13.51%
- 62% Manufactured 17% Energy 15% Produce/Perishables
- #1 Produce crossing in the nation (45% State & 33% Nation).
- 3rd Largest border crossing in the State & 4th in the Nation.
- Crossed \$47 billion in global trade in 2023.
- 2,800 – 3,200 Daily NB Trucks & 2,500 – 3,000 SB Trucks.
- Bridge has strong relationships with large customers.
- US/MX Projects.

Weaknesses: DEBILIDADES

- Volatile Economy: Weakening USD vs MXN.
- Political Instability: U.S & Mexico Election Year.
- Increase toll.
- Insecurity State of Tamaulipas: State of Nuevo Leon continues to encourage re-routing trucks to Laredo POE.
- Continuing truck strikes: National & Regional strikes protesting violence against trucking industry.
- Continued DPS Inspections
- P8 has a limited geographic footprint during the construction of the projects in the Mexican area (2024-3 projects):
 1. MX Customs Access Road.
 2. Matamoros Loop Road Modernization.
 3. Second Span (Cost & Benefit Analysis showing decrease in traffic during construction).

* Source: Cost Benefits Study by Transconsult

Opportunities: OPORTUNIDADES

- Competitive and remunerative development.
- Efficient traffic system and supervision.
- Nearshoring in Mexico.
- Professional Marketing and local media.
- Expansion of bridge services.
- Improved employee level (Pharr Bridge provides developmental support).

Regional Port Development: Threats Amenazas

- Surrounding POE's will try to develop a marketing and management strategy, **similar to ours** and market to their existing international bridges.
 1. Progreso Port: Will be looking to cross Perishable and Gravel.
 2. Donna Port: Develop its POE infrastructure, in order to have import/export capability and expand passenger vehicle capacity.
 3. Anzalduas Port: Speed up the development of its import/export infrastructure, continue to capture low hanging fruit (Pharr South Bound Crossings) and expand passenger vehicle capacity.
 4. Rio Grande Port: Seek to increase production crossings and industrial development surrounding the bridge.
 5. Roma POE: First POE to have all state and federal agencies under one roof streamlining efficiencies for trade (**Fed Dual Inspection**)
 6. Sea Ports: With competition evolving we expect trade to increase use of sea ports vs land ports in order to maximize ROI.

OUTREACH PLAN 2024-2027



MISSION

- To provide the highest level of trade services.
- To provide excellent in binational trade services.
- To provide the best services consulting new costumers and Associations.

VISION

- The Bridge Will be recognized as the Federal, State and local leader for the binational global services.
- The Bridge will be recognized for its professionalism and binational development by foreign trade companies.
- For short term forecast (2022-2025) its estimated that trucks will grow at the same rate of Texas economy and four times the Tamaulipas economy.
- In 2030, trucks will be 60 % of total traffic.

THE STRATEGY

Our **CORE** strategic points:

Our strategy consists of 4 main **lobbying** points:

1. **To coordinate and lobbying efforts and plan bi-nationally with Mexican officials to secure the funding for infrastructure projects at the Federal level in Mexico Mexican Federal Secretaries:**

- Secretariat of Infrastructure, Communications and Transportation (SICT)
- The National Bank of Public Works and Services (Banobras)
- Caminos y Puentes Federales de Ingresos y Servicios Conexos (CAPUFE)
- The Mexican Secretariat of Foreign Affairs (SRE)
- International Boundary and Water Commission (CILA)
- Amy National Guard (MX SEDENA)
- Institute of Administration and Appraisal of National Assets (INDAABIN)

2. **To coordinate bi-national lobbying and planning efforts with Mexican officials to secure funding for infrastructure projects with State Governments.**

- Tamaulipas Economic Development Secretary, State of Government
- Nuevo Leon State of Government
- Zacatecas, Airport I Industrial Park
- Aguascalientes, Valley Industrial Park Aguascalientes
- San Luis Potosi, Secretaría de Desarrollo Económico del Estado (SEDECO), Industrial Park WTC, Millenium 1 and 2, and Interzona Industrial Park, Fundidores Industrial Park, Impulso Industrial Park, Tres Naciones, Integra Industrial Park, WTC 1 and 2, Logistik.
- Veracruz State, The Administración Portuaria Integral de Veracruz (APIVER).
- Michoacan, Lazaro Cardenas Port.

OUTREACH PLAN 2024-2027

THE STRATEGY

Our **CORE** strategic points:

3. To coordinate and conduct bi-national lobbying and planning efforts with Mexican officials to secure funding for infrastructure projects in local/municipal governments such as:

- o Reynosa/ Tampico/Altamira Port and Victoria City, Tamaulipas
- o Monterrey, San Pedro GG and Apodaca, Nuevo León.
- o Saltillo, Coahuila.
- o Guadalajara, Jalisco.
- o Uruapan, Michoacan.
- o Queretaro, Queretaro.
- o León, Guanajuato.
- o Veracruz/ Martínez de la Torre, Veracruz.

4. New multiparty Mexican politicians to increase capacity, streamline import/export processes, increase commercial truck throughput, reduce border wait times and make the Pharr Bridge in Texas. (No exception party color).

HOW WE EXECUTE

Execution with
**Collaboration
Bridge/ EDC:**

To identify the Sectors:

- o Industrial
- o Produce
- o Electronical
- o Autoparts
- o Logistics
- o Gas and Energetic
- o Aerospace

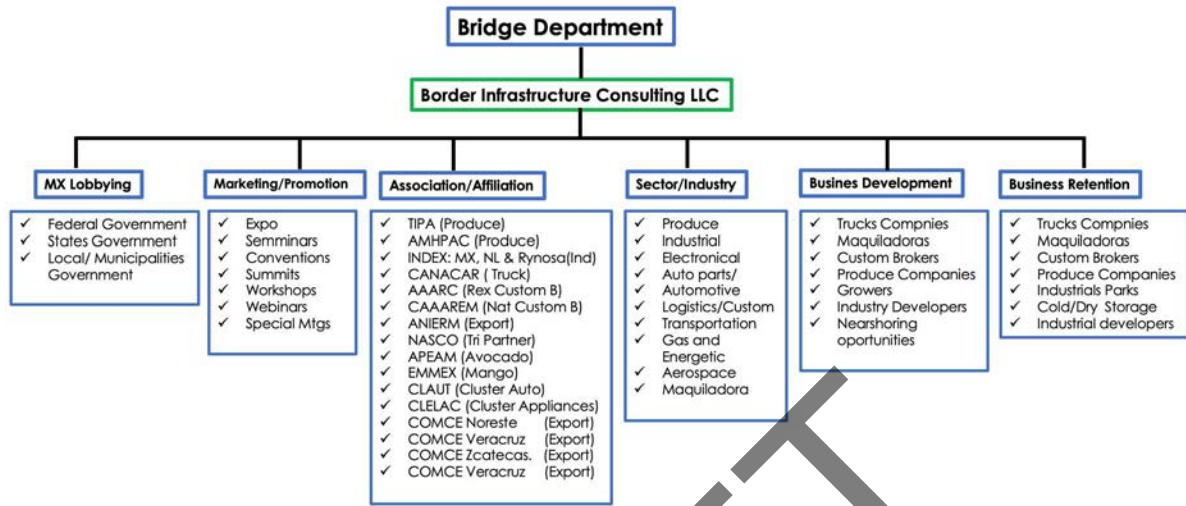
To identify the Products:

- o Mangos
- o Berries
- o Avocados
- o Pineapples
- o Gasoline
- o Medical Instruments
- o Maquiladoras
- o Wire Electric
- o Electric Batteries
- o Pork Meat
- o Beef Meat
- o Logistics/Custom brokers
- o Transportation/Trucks
- o Autoparts/Automotive

To identify the Regions:

- o Northern Region: Tamaulipas, Nuevo León, Coahuila.
- o Pacific Region: Sinaloa, Jalisco, Michoacan.
- o Central MX: Guanajuato, Central Mexico, San Luis Potosi, Zacatecas, CDMX, Queretaro, Aguascalientes.
- o Gulf Region: Veracruz, Tabasco, Yucatan , Quintana Roo, Chiapas

OUTREACH PLAN 2024-2027



DRAFT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.E.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase VI) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: The City of Pharr has prioritized the expansion of the Pharr International Bridge by adding four more lanes. Studies in Mexico and in the U.S. have to be in place in order to move forward with planning. CAXCAN is the original designer/engineer of the Pharr-Reynosa International Bridge on Mexico's side. This set of studies will be specific to Mexico, as Mexico's federal agencies have indicated interest in seeing this project come to fruition and have been accelerating project timelines, as well the case with the modernization of aduana. (Project# 1819-70-510-S034-001)

Fiscal Consideration: \$95,000

Staff Recommendation: Authorization for CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase VI) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Mayra Gomez

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/14/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Approved - 5/16/2024

Final Approval - 5/17/2024

PROFESSIONAL SERVICES CONTRACT

CITY OF PHARR

CONTRACT TO

Provide Permitting Services, Surveying, Design, Preparation of Plans and Specifications, and Project Management for the FIELD STUDIES AND CONCEPTUAL PLAN FOR “Second Span of the Pharr –Reynosa International Bridge” Additional Services, in the Mexico portion.

This Contract made and entered into in Pharr, Hidalgo County, Texas between the City of PHARR, a Municipal Corporation in the State of Texas, hereinafter termed “City”, and Engineering Firm Caxcan SA de CV located in Pestalozzi 117, Alcaldía Benito Juarez, Ciudad de Mexico, Mexico. Phone number +52(55) 56398162.

Engineer(s) duly licensed, and practicing under the laws of Mexico, hereinafter termed “Consultant,” said Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Pharr.

I The Consultant shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed. The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to final completion, including permitting documents, environmental clearance, designs, reports, and special and general conditions or instructions as acceptable to the City Council, or their duly authorized representative, subject to other provisions of this Contract. The consultant shall be represented by a registered professional engineer, licensed to practice in Mexico, at all review meetings of any official nature concerning the Project, including but not limited to scope meetings, staff review meetings, and project review meetings, and subject to the approval of municipal, State and federal agencies, where applicable. All documents submitted for review, relating to design and technical issues of the project, shall bear the seal of a registered professional engineer, or when applicable the seal of a registered architect.

II Basic Services: The Consultant shall perform his obligations and Basic Services

necessary for the development of the project as described in Attachment "A" Scope of Services. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the City's desires and objectives for this project.

III Personnel: The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the City, or any other public agency within the Pharr area.

IV Period of Performance: The services of the Consultant shall commence within ten (10) days after written notice to proceed or work authorization is issued. The anticipated Contract time for performance of the scope of Services, as described in the Scope of Services Attachment "A" established to be eight months. Any amendments to the Scope of Services are to be set forth by amendment to this contract. If, upon review of the work, corrections, modifications and/or alterations are required of the Consultant, these items shall be completed by the Consultant before the work is approved. However, if circumstances dictate, the City may authorize extensions of the time should there be delays due to reasons beyond the control of the Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the Owner, TxDOT, and other Texas, United States, or International entities will not be charged against Consultant's contract time. In the performance of the various phases of this contract the Consultant shall contact the various utility coordinators for request of the most current available utility records; and other governmental entities for particular or peculiar problems, which may arise. The Consultant shall furnish upon completion of the work herein described in the "Scope of Services" a maximum of five (5) sets of approval/permit documents, conceptual sets of plans and specifications, and construction plans and specifications. The Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of god, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof. This contract shall remain in force

for a period, which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

- . V Compensation and Payment: The City shall pay Consultant for the performance of services as outlined in the Contract, a fee computed on the basis of an hourly billing rate for all of the Consultant's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in Attachment B. Reimbursable expenses shall include costs for travel, out of town lodging, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project. The billing for reimbursable expenses shall have an administrative factor of one point one (1.1) applied to the actual costs to cover the Consultant's administrative expenses related to these items. A maximum fee of \$95,000.00 for the scope of services, including reimbursable expenses, will not be exceeded without written authorization by the City; said fee will include payroll costs and direct non-labor expenses. Said maximum fee is further broken down into sub phases as such:
 1. Coordination between engineering companies and contractors from both countries for the construction of the common clearing.
 2. Review of the project in the transition area (union between both structures, existing and new) due to difference in levels in the bearing slab of the current bridge due to previous repairs by Caminos y Puentes Federales de Ingresos y Servicios Conexos (CAPUFE).
 3. New proposal for vertical electronic signaling, bases, supporting structure and equipment proposal, as well as alternatives for relocating the existing lighting posts in the transition area of the current bridge.
 4. Review of alternatives and options for the supporting structure of electronic signage.
 5. Prepare the final version of the plans for the second span of the bridge for their signature by the MX Secretariat of Infrastructure, Communications and Transportation (MX SICT) and the International Boundary and Water Commission (IBWC) and Comision Internacional de Limites y Aguas (CILA).

6. Additional works (Adjustments) for the duration of the construction phase and other project processes.
- Adjustments to the executive project and modifications to the plans required during the construction period.
 - Technical meetings to monitor the project, both with the builder and with the designer on the US side.
 - Technical coordination between MX SICT, BANOBRAS/FONADIN, COCONAL Group and SEA Engenieers.
 - Attendance at “Binational and Regional Meetings of International Crossings and Bridges” between Mexico and the United States during the duration of the construction process.
 - Review and regularization with the Secretariat of Infrastructure, Communications and Transportation (MX SICT), of adjustments to the project during the construction process.
 - Bi-monthly reports on the process both projects.

See Attachment “A” Summary of Compensation also detailing the amount set forth above. The fee for any additions to the Scope of Services is to be set forth by amendment to this contract.

Monthly billings on duly completed work, which is work completed for payment to employer and principles, and expenses for work performed during the preceding four weeks accounting period will be submitted to the City during the course of the project.

Consultant shall submit to the City Partial Requests for Payment filled out and signed by the Consultant covering the work completed as of the date of the Partial Request for payment, and accompanied by such supporting documentation as is required by the Contract documents.

THE CONSULTANT SHALL NOT PERFORM ANY WORK, WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL HE HAS RECEIVED AUTHORIZATION FROM THE CITY.

VI Termination and / or Suspension of Work

- A. Right of Either Party to Terminate: This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice.
- B. Right of City to Terminate: The City reserves the right to terminate this Contract for convenience by issuing a signed, written notice of termination which shall take effect on the twentieth (20th) day following receipt of said notice.
- C. Procedures Consultant to follow upon receipt of Notice of Termination if issued by the City: Upon receipt of a notice of termination and prior to the effective date of the termination, the Consultant shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this contract prior to the effective date of termination. Copies of all completed or partially completed documents, specifications and reproductions of all completed or partially completed design, and plans prepared under this contract prior to the effective date of termination shall be delivered to the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth above. Upon the above conditions having been met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract less previous payments of the fee. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this contract.
- D. Suspension by City

If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension.

If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than fourteen (14) days' written notice.

Procedures Consultant to follow upon receipt of Notice of Suspension by the City:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Consultant shall prepare a statement showing in detail the services performed under this contract prior to the effective date of suspension. Copies of all completed or partially completed documents, designs, plans specifications prepared under this contract prior to the effective date of suspension shall be delivered to the City. During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract, less previous payments of the fee.

2. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension. Additionally, the above referenced copies of documents shall be delivered to the City as a pre-condition to final payment. Upon the above condition being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract, less previous payments of the fee. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

VII Consultant's Insurance and Warranty:

Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person

other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VI above.

VIII Changes in Scope of Services: The City, may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as written amendments to this contract. The same will apply to the Consultant. The Consultant, may, from time to time, request changes in the Scope of Services to be performed by said Consultant hereunder and if such changes are agreed to by the City, they shall be included as written amendments to this contract.

IX Subletting or Assigning of Contract: The City does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the City, the Consultant, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award. The City agrees to pay the Consultant for specified services as stated in the agreed contract. The City does not agree to pay any additional party either jointly or separately for the contract.

X Consultant's Responsibility & Liability: Acceptance and approval of the deliverables by the City Council shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of his designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or on behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the Consultant. The Consultant further agrees to perform any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error. Re-designs required or occasioned after completion and acceptance by Owner of the

Design Phase, for the convenience of the City shall be paid for as provided and prescribed hereinafter under Additional Services of the Consultant.

XI Indemnification: Consultant shall and does hereby agree to indemnify and hold harmless the City from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of Consultant, its officer, agents, employees, or other persons for whom Consultant is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract; Consultant will at its cost and expense defend and protect the City against any and all such claims and demands.

XII Severability: If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIII Interest of Consultant: The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XIV Owner of Documents: All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the City.

XV Equal Employment Opportunity / Minority Business Enterprise: The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City's current Affirmation Action Plan on file in the City Clerk's Office. In the event non-compliance occurs, the Consultant, upon written notifications by the City will commence compliance procedures immediately.

XVI Political Interests in this Contract: No employee of the City shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided however, that this provision shall not be constructed to extend to this contract of made with a

corporation for its general benefit.

XVII Entire Contract: This Contract represents the entire and integrated Contract between the Consultant and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instruments signed by both the City and Consultant.

IN WITNESS WHEREOF, the City of Pharr has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Jesus Javier Montero Casillas thereunto authorized by Caxcan SA de CV. does now sign, executed and deliver this document.

DONE AT PHARR, TEXAS, ON _____ OF 2024, A.D.

ATTEST:

JESUS JAVIER MONTERO CASILLAS

Director Operativo CAXCAN SA DE CV

City of PHARR:

Dr. Jonathan B. Flores, City Manager

Mexico City. March 18th, 2024.

LUIS A BAZAN
BRIDGE DIRECTOR
PHARR BRIDGE
9900 South Cage
Pharr, Texas 78577

ATTACHMENT A SCOPE OF ADDITIONAL SERVICES

In relation to the works of Bridge Expansion of Pharr Bridge, I show below our proposal for the continuation of the works in a scope of additional services:

Period of execution of the works:

From June 2024 through the duration of the construction process.

Tasks:

1. Coordination between engineering companies and contractors from both countries for the construction of the common clearing (mid-point of bridge).
2. Review of the project in the transition area (union between both structures, existing and new) due to difference in levels in the bearing slab of the current bridge due to previous repairs by Caminos y Puentes Federales de Ingresos y Servicios Conexos (CAPUFE).
3. New proposal for vertical electronic signaling, bases, supporting structure and equipment proposal, as well as alternatives for relocating the existing lighting posts in the transition area of the current bridge.
4. Review of alternatives and options for the supporting structure of electronic signage.
5. Prepare the final version of the plans for the second span of the bridge for their signature by the MX Secretariat of Infrastructure, Communications and Transportation (MX SICT) and the International Boundary and Water Commission (IBWC) and Comision Internacional de Limites y Aguas (CILA).
6. Additional works (Adjustments) for the duration of the construction phase and other project processes.
 - Adjustments to the executive project and modifications to the plans required during the construction period.
 - Technical meetings to monitor the project, both with the builder and with the designer on the US side.
 - Technical coordination between MX SICT, BANOBRAS/FONADIN, COCONAL Group and SEA Engineers.
 - Attendance at "Binational and Regional Meetings of International Crossings and Bridges" between Mexico and the United States during the duration of the construction process.
 - Review and regularization with the Secretariat of Infrastructure, Communications and Transportation (MX SICT), of adjustments to the project during the construction process.
 - Bi-monthly reports on the process both projects.

Fee:

+The cost of the services shown above is \$95,000 dollars (during the duration of the construction process).

As shown in ATTACHMENT B

- Timeline
- Fee

In the event that the construction work on the Mexican side of the bridge, or the common span, is not completed within the scheduled time, the work described here and the payment thereof will be extended until the completion of the work described above.

Best Regards.

Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.



ATTACHMENT B - WORK SCHEDULE

PHARR - REYNOSA INTERNATIONAL BRIDGE

FIELD STUDIES AND CONCEPTUAL PLAN FOR “Second Span of the Pharr –Reynosa Internacional Bridge ” ADDITIONAL SERVICES

MAY 2024

No	TASK	JUN	JUL	AUG	SEP	OCT	NOV	DIC	ENE	FEB	MAR	ABR	MAY	TOTAL COST
1	COORDINATION FOR COMMON SPAN													
	Coordination between engineering companies and contractors													
2	TRANSITION AREA REVIEW	10,000.00												\$10,000.00
	Union between both structures, existing and new													
3	NEW SIGNAGE AND LIGTHING	10,000.00												\$10,000.00
	Upgrade and relocate													
4	SIGNAGE STRUCTURE	5,500.00												
	Review of alternatives and options													
5	FINAL CONSTRUCTION PLANS (MEXICO)	20,000.00												\$20,000.00
	Upgrade, print and collect signatures of the federal officers													
6	ADDITIONAL WORKS		4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	\$49,500.00
	TOTAL MONTHLY PAYMENTS.	45,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	\$95,000.00
	ACCUMULATED AMOUNT	45,500.00	50,000.00	54,500.00	59,000.00	63,500.00	68,000.00	72,500.00	77,000.00	81,500.00	86,000.00	90,500.00	95,000.00	

All the quantities shown above are in United States Dollars (USD)

In the event that the construction work on the Mexican side of the bridge, or the common span, is not completed within the scheduled time, the work described here and the payment thereof will be extended until the completion of the work described above.

ING. J. JAVIER MONTERO

Mexico City. May 7th, 2024.

LUIS A BAZAN
BRIDGE DIRECTOR
PHARR INTERNATIONAL BRIDGE
9900 South Cage
Pharr, Texas 78577

JUSTIFICATION OF THE CONTINUATION OF THE 2024 CONTRACT

In relation to the continuation of the engineering, monitoring and technical support work in the project of the second span of the international bridge, below I mention the most important reasons why I consider it necessary to continue with this work until the conclusion of the construction of the bridge.

1. Coordination between engineering companies and contractors from both countries will be necessary for the construction of the common clearing (mid-point of bridge).
2. During the execution of the bridge construction work, doubts and queries have been raised by the contractor and the supervisor.
3. Changes or adjustments to the project have also been requested, derived from problems in the construction process, or with the purpose of facilitating construction procedures.
4. In the same way that other participants in the project (although indirectly) such as CPKC, have requested changes to the project.
5. Both the SICT (Secretaria de Infraestructura Comunicaciones y Transportes) and FONADIN/BANOBRAS maintain direct communication with our company, for inquiries about progress, procedures, or search for previously delivered documents. This also allows you to keep the communication channel open for requests or support from them.
6. There are still decisions pending to be made regarding the final details of the project, once the Mexican and American parties are about to conclude the work, such as the type of intelligent signage, construction of the common clearing, operation and devices for reversible lanes. and transitions between the existing bridge and the new one.

Due to the above, I consider that the way in which we have been working has allowed us to overcome the unforeseen events that always exist in any work of this type and magnitude, as well as procedures and other technical or institutional issues that have arisen.

Best Regards.

Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.F.

DATE SUBMITTED: May 14, 2024

MEETING DATE: May 20, 2024

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 Capex Resources Group from Frisco, Texas to conduct the Water Rate Study. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr's evaluation committee met with Capex Resources Group on May 14, 2024, and recommend to enter into a service contract to conduct the Water and Wastewater Rate Study for the amount of \$65,000. The estimated days from start to finish is 73 days/2.4 months - Project No. 2324-60-587-S22-287

Fiscal Consideration: \$65,000 for Water & Wastewater Rate Study

Staff Recommendation: Staff recommends approval to enter into a Service Contract

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Ruben Rosales

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 5/14/2024

Approved - 5/14/2024

Approved - 5/15/2024

Approved - 5/15/2024

Approved - 5/15/2024

Approved - 5/16/2024

Final Approval - 5/17/2024

1.6 Fee Proposal

It is my understanding that Pharr is seeking recommendations for its water and wastewater rates for Fiscal Year 2024 and for a forecast period of fifteen years into the future, or longer depending upon the amortization schedules associated with current and proposed debt. The purpose of this study will be to enable the various enterprise funds to implement a rate plan that will allow them to meet the financial, debt and operating obligations for both the current and future years. Importantly, this will include any new debt issued to fund needed system capital improvements. The rate assigned to each customer class must be just and reasonable and must reflect national and industry standards for water and wastewater ratemaking.

To assist you in achieving these objectives, Capex will provide the following:

- 1) A detailed analysis of the area's income and demographic information, including a comparison of local rates to similar-sized surrounding communities. The purpose of this will be to assess the potential for implementing rate adjustments that will be acceptable to the community.
- 2) A presentation and corresponding rate ordinance describing the rate methodology in detail and illustrating a just and reasonable rate design for each defined customer class.
- 3) The development of a detailed cost of service model in Microsoft EXCEL.
- 4) Assistance with project finance issues. Specifically, the project team will identify an affordable rate structure and then work closely with the local team of engineers, financial advisors, and lenders to assemble a funding package that provides maximum benefit.

Assuming Pharr decides to commence this study in April 2024, the initial rate recommendations will be presented to the staff and Board approximately seventy (70) days from the receipt of all requested information.

The project fees and out of pocket expenses for this engagement will not exceed \$65,000. This fee includes all expenses associated with carrying out the project, including fees, travel, preparation of reports and other related costs. If desired, this will also include assistance with a public hearing to explain the need for any rate adjustments to ratepayers. Itemized costs are provided in the following table:

City of Pharr – Water Wastewater Rate Study and Long Term Financial Plan

City of Pharr, Texas		
2024 Water & WW Rate Study		
Professional Fees & Expenses		
	J. Snowden Project Manager	Total
Tasks		
1	Develop initial request for information and work with staff, engineers, financial advisors, billing system support, and other resources to collect data.	33
2	Assemble peer group consisting of 15 or more members and evaluate non rate revenues, minimum charges by meter size, retail volumetric rates, levels of median household income, and numerous other metrics.	26
3	Develop subsidized senior citizens and disabled veteran rate classes and rate model along with revenue and expense forecast template with multiple consumption and account growth scenarios.	48
4	Conduct bond feasibility study for planned capital improvements and provide rate and non-rate recommendations to ensure revenue adequacy.	15
5	Work closely with Engineers providing design services in order to make sure that final deliverable(s) includes detailed operating and maintenance costs for each new facility.	7
6	Evaluate and prepare recommendations for all non rate revenue sources	7
7	Recommend equitable allocation of expenses among water and wastewater	7
8	Prepare model illustrating the effects of declining water consumption due to higher rates and the corresponding effect on treatment capacity.	9
9	Submit Draft Report	9
10	Revise model to incorporate staff and/or board comments & accommodate alternative financing structures.	17
	TOTAL HOURS	186
NET FEES/EXPENSES		\$65,000

My hourly consulting rate for additional services is \$350.00

If this proposal is acceptable please execute one copy of this letter and return it to our office at 3245 Main St., Ste 235-171, Frisco TX 75034 or by email at jsnowden@capexconsulting.com. Thank you for this opportunity; we look forward to working with you on this important engagement.

Very Truly Yours,



Jeff G. Snowden
Principal
Capex Resources Group

ACCEPTED BY:

DATE

TITLE:

CITY OF PHARR, TEXAS

**CITY OF PHARR
PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSALS FOR COMPREHENSIVE WATER STUDY
RATE STUDY**

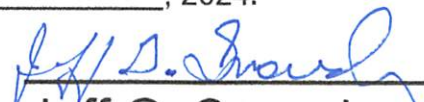
By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal.
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder's responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and acknowledge a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder's signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Pharr and as such are made part of the original bidding documents.

Respectfully submitted on 02/29, 2024.

AUTHORIZED SIGNATURE:



Jeff G. Snowden

TYPE/PRINT NAME:

Principal

TITLE:

LEGAL COMPANY NAME:

Capex Resources Group, LLC

(AS LISTED BY THE SECRETARY OF STATE REGISTRY)

ADDRESS:

3245 Main St. 235-171

(Street)

Frisco, TX 75034

(City, State, Zip Code)

TELEPHONE NO.

(214)514-6382

EMAIL:

jsnowden@capexconsulting.com

1.5 Timeline

City of Pharr, Texas				
2024 Water & WW Rate Study				
Proposed Work Schedule				
Task Number	Task Description	Start Date	Completion Date	Duration [Days]
1	Develop initial request for information and work with staff, engineers, financial advisors, billing system support, and other resources to collect data.	4/1/2024	4/16/2024	15
2	Assemble peer group consisting of 15 or more members and evaluate non rate revenues, minimum charges by meter size, retail volumetric rates, levels of median household income, and numerous other metrics.	4/12/2024	4/27/2024	15
3	Develop subsidized senior citizens and disabled veteran rate classes and rate model along with revenue and expense forecast template with multiple consumption and account growth scenarios.	4/12/2024	5/4/2024	22
4	Conduct bond feasibility study for planned capital improvements and provide rate and non-rate recommendations to ensure revenue adequacy.	5/4/2024	5/10/2024	6
5	Work closely with Engineers providing design services in order to make sure that final deliverable(s) includes detailed operating and maintenance costs for each new facility.	4/12/2024	5/2/2024	20
6	Evaluate and prepare recommendations for all non rate revenue sources	5/4/2024	5/15/2024	11
7	Develop list of opportunities for improvement in operating efficiencies	5/4/2024	5/15/2024	11
7	Recommend equitable allocation of expenses among water and wastewater	5/4/2024	5/15/2024	11
9	Submit Draft Report	5/16/2024	5/27/2024	11
10	Revise model to incorporate staff and/or board comments & accommodate alternative financing structures.	5/28/2024	6/7/2024	10
DAYS - START TO FINISH			73	
MONTHS - START TO FINISH			2.4	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.G.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an affiliation agreement with RGV Vocational Services L.L.C. for Emergency Medical Services student clinical ride-outs. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: RGV Vocational Services L.L.C. need Emergency Medical Service partners for their students to do clinical ride-outs.

Fiscal Consideration: There is no fiscal consideration on the agreement,

Staff Recommendation: Staff recommends approval of this agreement.

Alternatives: There are no alternatives.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 5/15/2024

Daniel Ramirez

Approved - 5/15/2024

Ricardo Rodriguez

Approved - 5/15/2024

Jamison Merrick

Approved - 5/16/2024

City Management Office

Final Approval - 5/17/2024

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE (“Agreement”) is made as of May 20, 2024 (the “Effective Date”) by and between City of Pharr, Texas, (“Affiliate”) and RGV Vocational Services LLC (“Educational Institution”). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Educational Institution enrolls students in an approved Texas Department of State Health Services EMS program (the “EMS Program”);

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the “Facility”);

WHEREAS, EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

(a) **Clinical Program**. EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience (“Clinical Program”) component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate’s permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:

- (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a “Participating Student”);
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Affiliate policies and procedures prior to the

commencement of each Clinical Program rotation during the Term (each a “Rotation”);

- (iii) provide training for Affiliate’s representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time;
- (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION;
- (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate’s patients;
- (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information;
- (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any;
- (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.

(b) Responsibility.

- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students’ performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the Facility (collectively “Program Participants”) shall be accountable to the Affiliate's

Administrator or other designated personnel while onsite at the Facility.

- (iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years;
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization;
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
- (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in Hidalgo County, Texas.

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate: City of Pharr EMS
 3000 N. Cage
 Pharr, Texas
 78577
 Fax: 956-468-2175
 Email: ems@pharr-tx.gov
 Attention:
 EMS Chief Ramirez

Copy to: Albert Gonzalez
 Program Director

 Attention:

RGV Vocational Services L.L.C
844 East Expressway
La Joya, Texas
or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

(RGV VOCATIONAL SERVICES L.L.C.)

By: _____
Albert Gonzalez

Title: Program Director

Date: _____

AFFILIATE

City of Pharr

By: _____
Dr. Jonathan Flores

Title: City Manager

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Affiliate or business entity (the “Affiliate”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate’s Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate’s policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to

do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (e.g., Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.

- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:	EDUCATIONAL INSTITUTION:	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.H.

DATE SUBMITTED: May 15, 2024

MEETING DATE: May 20, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on First Amendment to PCS Site Agreement with STC Five LLC. for the lease of land at Jose "Pepe" Salinas Recreation Center for the Cellular Tower. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr is in agreement with STC Five, LLC (previously known as Crown Castle) for lease of land at Jose "Pepe" Salinas Recreation center for cellular tower that is up for renewal August 31, 2024. First Amendment to the original agreement is as follows:

- 20-year lease extension (four, five-year automatic renewal terms beginning in September 2024);
- Crown to provide rent increase to \$1,100/month effective in September 1, 2024;
- Crown to provide City 33% revenue share for future, unaffiliated subtenants that install on the tower;
- Crown to have right to match any third party offer received and accepted by City to buyout our lease – limited to leasehold only (Right of First Refusal); and
- \$5,000 signing bonus paid within 60 days of full amendment execution

Project No. 2324-01-510-S36-01

Address: 1011 W Kelly Ave.(Pepe Salinas Civic Center)

Term	Start Date	End Date	Monthly	Annually
Initial	8/30/1999	8/29/2004	\$500.00	\$6,000.00
First	8/30/2004	8/29/2009	\$575.00	\$6,900.00
Second	8/30/2009	8/29/2014	\$661.25	\$7,935.00
Third	8/30/2014	8/29/2019	\$760.44	\$9,125.25
Fourth	8/30/2019	8/29/2024	\$874.50	\$10,494.04
<u>New Term</u>				
First	8/30/2024	8/29/2029	\$1,100.00	\$13,200.00
Second	8/30/2029	8/29/2034	\$1,265.00	\$15,180.00
Third	8/30/2034	8/29/2039	\$1,454.75	\$17,457.00
Fourth	8/30/2039	8/30/2044	\$1,672.96	\$20,075.55

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval on first amendment to the original agreement and renewal.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 5/15/2024

Mayra Gomez

Approved - 5/16/2024

Jose Pena

Approved - 5/16/2024

Hilda Pedraza

Approved - 5/16/2024

Ricardo Rodriguez

Approved - 5/16/2024

Jamison Merrick

Approved - 5/16/2024

City Management Office

Final Approval - 5/17/2024

Site Name: **SUGAR**Site I. D.: **RG13XC007**

1. Premises and Use. Owner leases to Sprint Spectrum L. P., a Delaware limited partnership ("SSLP"), the site described below:

[Check appropriate box(es)]

☒ Land consisting of approximately 2500 square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure;

☐ Building interior space consisting of approximately _____ square feet;

☐ Building exterior space for attachment of antennas;

☐ Building exterior space for placement of base station equipment;

☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;

☐ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date, which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of **\$500.00** (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by **fifteen percent (15%)**.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint Spectrum L. P., 1341 West Mockingbird, Suite 600, Dallas, Texas 75247, Attention: Site Development Director, with a copy to: Sprint Spectrum L. P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner, unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a

default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within 60 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which

the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding to enforce the terms of this agreement is entitled to receive its reasonable attorneys fees and other reasonable enforcement cost and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made part of this Agreement: Exhibit A, B, Memorandum of Lease, and Notary Attachment.

OWNER: City of Pharr, Texas

By:

Benito Lopez

Name:

Benito Lopez

Its:

City Manager

S.S./Tax:

74-2828446

Address:

P. O. Drawer B

Pharr, Texas 78577

Date:

8/25/99

Phone:

956-702-7355 Fax: 956-702-5369

Sprint Spectrum L.P., a Delaware limited partnership

By:

Beth Marsie-Hazen

Name:

Beth Marsie-Hazen

Its:

Site Development Director

Date:

8/31/99

Phone:

214-525-4065 Fax: 214-525-4134

EXHIBIT A

Site Name: SUGAR

PCS Site Agreement

Site I. D.: RG13XC007

Site Description

Site situated in the City of Pharr, County of Hidalgo, and State of Texas commonly described as follows:

Legal Description:

Pharr Civic Center
1011 W. Kelly
Pharr, Texas 78577

Sketch of Site:

Owner Initials BM

SSLP Initials BMH

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

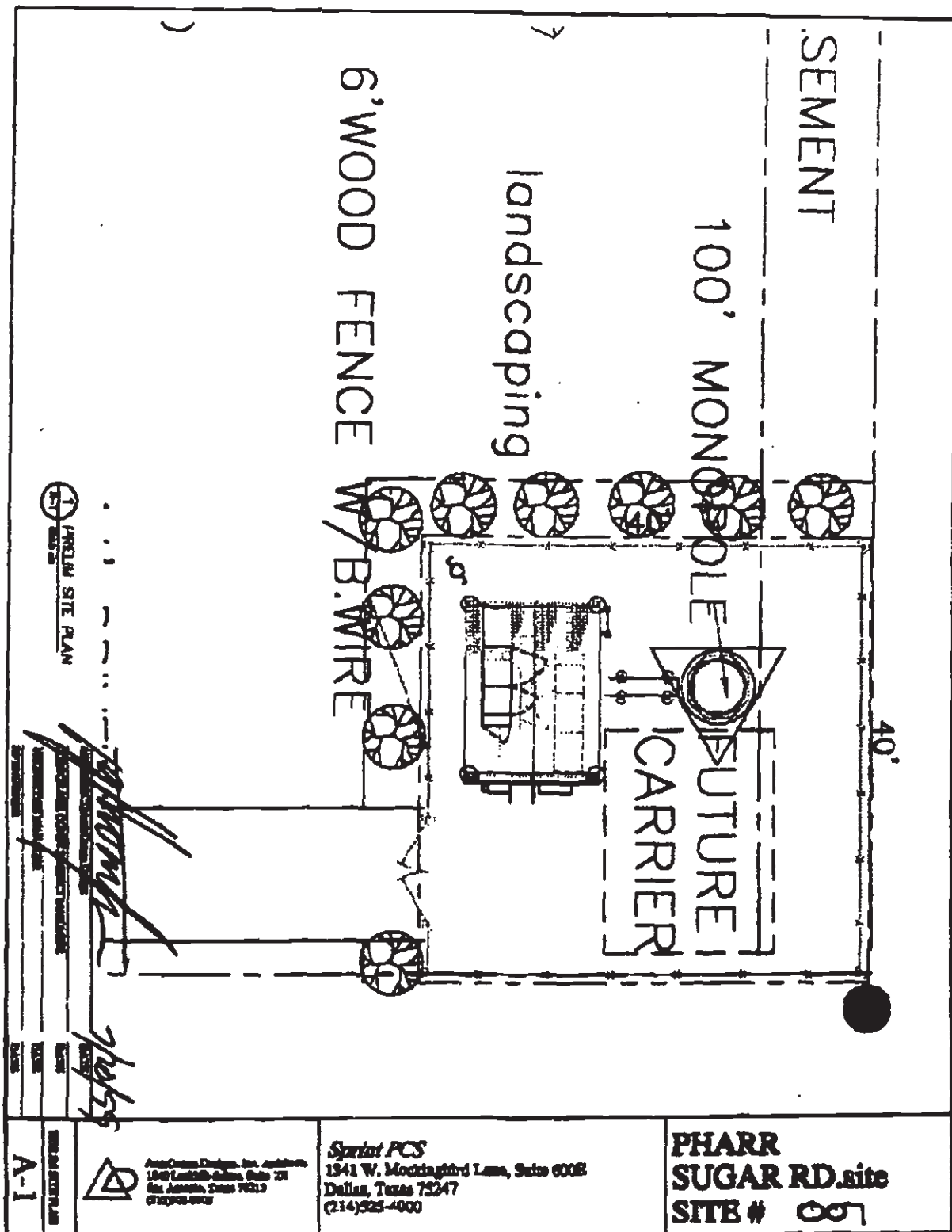


EXHIBIT B

Site Name: Sugar

PCS Site Agreement

Site I. D.: RG13XC007

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 1999 between

OWNER: City of Pharr, Texas ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at the Pharr Civic Center, 1011 W. Kelly, City of Pharr, County of Hidalgo, State of Texas, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19____, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"SSLP"

City of Pharr, Texas

Sprint Spectrum L.P.

By: Benito Lopez

By: Beth Marsie-Hazen

Name: Benito Lopez

Name: Beth Marsie-Hazen

Its: City Manager

Title: Site Development Director

Address: 201 West Park

Address: 1341 West Mockingbird, Suite 600E

Pharr, Texas 78577

Dallas, Texas 75247

S.S./Tax: 74-2828446

Phone: 956-702-7355

Phone: 214-525-4065

Fax: 956-702-5369

Fax: 214-525-4134

Owner Initials: _____

SSLP Initials: BMH

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF TexasCOUNTY OF HidalgoThe foregoing instrument was acknowledged before me this 25th day of August, 19 99.☐ by _____, ☐ by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.



Angelica M. Juarez
 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC—STATE OF 9-8-2002

My commission expires:

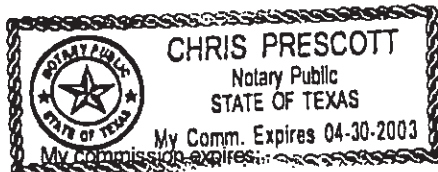
Angelica M. Juarez
 (PRINTED, TYPED OR STAMPED NAME OF NOTARY)
 COMMISSION NUMBER: 9-8-2002

SSLP NOTARY BLOCK:

STATE OF TEXASCOUNTY OF DALLASThe foregoing instrument was acknowledged before me this 31ST day of AUGUST, 19 99, byBETH MARSH-HAZEN, SITE DEV. DIR. of

Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)



Chris Prescott
 (OFFICIAL NOTARY SIGNATURE)
 NOTARY PUBLIC—STATE OF TEXAS

CHRIS PRESCOTT
 (PRINTED, TYPED OR STAMPED NAME OF NOTARY)

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (this "Amendment") is dated as of the last of the signature dates below (the "Effective Date"), by and between **City of Pharr, Texas** ("Owner"), having a mailing address of P.O. Box 1729, 2nd Floor, Pharr, Texas 75877, and **STC Five LLC**, a Delaware limited liability company ("Tenant"), successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), by Global Signal Acquisitions II LLC, a Delaware limited liability company, its attorney-in-fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Owner and Sprint entered into that certain PCS Site Agreement dated August 31, 1999 (the "Agreement"), whereby Owner leased to Sprint a portion of land consisting of approximately two thousand five hundred (2,500) square feet in Hidalgo County, Texas, together with access and utility easements thereto (the "Site"), as more particularly described in the Agreement, a memorandum of which was recorded as Instrument No. 879728 in the Official Public Records of Hidalgo County, Texas; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an initial term and renewal terms that will expire on August 31, 2024 (the "Original Term"), and Owner and Tenant desire to enter into this Amendment in order to amend the Agreement to, among other things, provide for additional renewal terms beyond the Original Term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. Any reference to "SSLP" in the Agreement shall be deleted and substituted therein with "Tenant."

3. **Term.** Section 2 of the Agreement is hereby amended by deleting the second (2nd) sentence of the current text and inserting in lieu thereof the following:

"This Agreement will be automatically renewed for eight (8) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the then current term."

The Original Term and additional Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Agreement Term exceeds the Original Term by twenty (20) years and that, unless terminated sooner, the final Renewal Term of the Agreement will expire on August 31, 2044.

4. **Rent.** On September 1, 2024, the monthly rent will increase to One Thousand One Hundred and 00/100 Dollars (\$1,100.00) per month. Following such increase, the monthly rent will resume increasing by fifteen percent (15%) upon the commencement of each subsequent Renewal Term in accordance with the terms of Section 3 of the Agreement (as amended).

5. **Revenue Share.** In addition to the rent currently paid by Tenant to Owner pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Site, if, after the full execution of this Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Site to an unaffiliated third party not already a subtenant on the Site (each, a "Future Subtenant"), Tenant agrees to pay to Owner thirty-three percent (33%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Owner of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Site. Owner acknowledges that Owner shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assigns of such subtenants who commenced use and/or sublease of the Site prior to the execution of this Amendment shall be expressly excluded from the Additional Rent and Owner shall have no right to receive any portion of such revenue.

6. **Right of First Refusal.** If Owner receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Owner's right, title, and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Site. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the

right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

7. **Signing Bonus.** In further consideration of Owner entering into this Amendment, Tenant shall pay to Owner a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "**Conditional Lease Amendment Signing Bonus**"). In the event that this Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Owner and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Owner. The Conditional Lease Amendment Signing Bonus is a one-time payment due and payable within sixty (60) days of full execution of this Amendment (and a memorandum of lease and/or amendment).

8. **Survey.** Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("**Survey**") specifically describing the Site, including any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description of the Site, at any time prior to or after execution of this Amendment.

9. **Notice.** Section 6 of the Agreement is hereby amended by deleting the addresses for Tenant, and inserting in lieu thereof the following:

TENANT: STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

10. **Representations, Warranties and Covenants of Owner.** Owner represents, warrants and covenants to Tenant as follows:

- (a) Owner is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.
- (b) Tenant is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

- (c) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.
- (d) Owner acknowledges that the Site, as defined, shall include any portion of Owner's property on which communications facilities or other Tenant improvements exist on the Effective Date of this Amendment.

11. **IRS Form W-9.** Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Owner's property on which the Site is located is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

13. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Amendment is hereby amended to be consistent.

14. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

15. **Entire Agreement.** The Agreement (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

16. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

17. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Hidalgo County, Texas, at any time following the execution of this Amendment by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

OWNER:

City of Pharr, Texas

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing First Amendment to PCS Site Agreement was acknowledged before me this ____ day of _____, 2024, by _____, as the _____ of the **City of Pharr, Texas**, for and on behalf of said entity and for the purposes, intents and consideration stated in the foregoing First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:
[Seal]

My Commission Expires: _____

TENANT:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing First Amendment to PCS Site Agreement was acknowledged before me this ____ day of _____, 2024, by _____, as the _____ of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact of **STC Five LLC**, a Delaware limited liability company, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:
[Seal]

My Commission Expires: _____

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Crown Castle
8020 Katy Freeway
Houston, Texas 77024

PREPARED BY:

David A. Brooks
Cokinos | Young
1221 Lamar, 16th Floor
Houston, Texas 77010

Tax Parcel No.: K2400-00-000-0184-00

Cross References: Instrument No. 879728
Official Public Records of
Hidalgo County, Texas

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT (this “Amendment”) is dated as of the last of the signature dates below (the “Effective Date”), by and between **City of Pharr, Texas** (“Owner”), having a mailing address of P.O. Box 1729, 2nd Floor, Pharr, Texas 75877, and **STC Five LLC**, a Delaware limited liability company (“Tenant”), successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“Sprint”), by Global Signal Acquisitions II LLC, a Delaware limited liability company, its attorney-in-fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Owner and Sprint entered into that certain PCS Site Agreement dated August 31, 1999 (the “Agreement”), whereby Owner leased to Sprint a portion of land consisting of approximately two thousand five hundred (2,500) square feet in Hidalgo County, Texas, together with access and utility easements thereto (the “Site”), as more particularly described in the Agreement, a memorandum of which was recorded as Instrument No. 879728 in the Official Public Records of Hidalgo County, Texas; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the parties entered into that certain First Amendment to PCS Site Agreement dated as of the date hereof (the “Amendment”), in order to, among other things, extend the term of the Agreement, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. **Renewal Term.** The Agreement was modified in the Amendment to provide for four (4) additional terms of five (5) years each (the final such Renewal Term, unless the Agreement is terminated sooner, will expire August 31, 2044), upon the terms and conditions set forth in the Agreement (as amended).

3. **Right of First Refusal.** The Agreement was modified in the Amendment to grant Tenant the right of first refusal to purchase all or a portion of the Site under the terms and conditions set forth in the Agreement (as amended).

4. **No Other Amendments.** Except as expressly modified by the Amendment, the Agreement remains unchanged and in full force and effect.

5. **Agreement Controls.** This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Agreement by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Agreement (as amended). The parties agree and intend that the terms and provisions contained in the Agreement (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Agreement (as amended).

6. **Counterparts.** This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

7. **Recordation.** Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Hidalgo County, Texas, upon the terms and conditions set forth in the Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Owner and Tenant have executed this Memorandum to be effective as of the Effective Date.

OWNER:

City of Pharr, Texas

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

§

COUNTY OF _____

§

The foregoing Memorandum of First Amendment to PCS Site Agreement was acknowledged before me this ____ day of _____, 2024, by _____, as the _____ of the **City of Pharr, Texas**, for and on behalf of said entity and for the purposes, intents and consideration stated in the foregoing Memorandum of First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:

[Seal]

My Commission Expires: _____

TENANT:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing Memorandum of First Amendment to PCS Site Agreement was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact of **STC Five LLC**, a Delaware limited liability company, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:
[Seal]

My Commission Expires: _____