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, OCTOBER 21, 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 October 21, 2024 as Audrey Zariah Garza Day.

B) Proclamation proclaiming October 24, 2024 as Manufacturing Day in Pharr.

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:** Solicitation of comments from the general public on the Voluntary Annexation of 55.97 acres of land and right-of-way out of the Narciso Cabazos Survey, Abstract No. 30, generally located on South Veterans Boulevard and State Highway 365, and along the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

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 October 2024.

B) Recognition of Texas Municipal League - Municipal Excellence "She's My Hero" Award

C) Recognition of Gold Scenic City Certification

D) City Events of Interest

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 October 7, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(3rd and Final Reading) This item supports SSC - Safe and Secure Community***. (HR)

C) Consideration and action, if any, of the Economically Disadvantaged County (EDC) Program Application for Las Milpas Road, West from Jackson Road to Cage Blvd. (CSJ# 0921-02-434). **This item supports IF - Infrastructure.** (ENGINEERING)

D) Consideration and action, if any, on Development Services Plats:

1. SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments I Subdivision. The property is legally described as being a 3.31 acre tract of land out of Lot 1 and Lot 4, Block D, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Audrey Street. SUB#230412 **This item supports EV - Economic Vitality.**

2. SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments II Subdivision. The property is legally described as being a 1.37 acre tract of land out of Lot 2, Block C, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of North Camellia Street. SUB#230411 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) 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 55.97 acres of land and right-of-way out of the Narciso Cabazos Survey, Abstract No. 30, generally located on South Veterans Boulevard and State Highway 365, and along the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. ***(1st Reading)*** **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tierra Del Sol Golf Course Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

C) Consideration and action, if any, on Resolution in Support of the City of Pharr assuming Jurisdiction, Control, and Maintenance of TX-600 SPUR and TX-29 SPUR. **This item supports IF - Infrastructure.** (ENGINEERING)

8. ADMINISTRATIVE:

A) Presentation of Preliminary Findings of Water and Wastewater Rate Study. **This item supports IF - Infrastructure.** (FINANCE)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase one (1) New 2025/26 Alexis Spartan Chassis Crane Heavy Rescue Truck for the Fire Department from SMJ Equipment, LLC. from Spring, TX for the amount of $1,986,427.00 through the BuyBoard Purchasing Cooperative Contract No. 746-24. **This item supports QL - Quality of Life.** (PURCHASING)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City Manager to negotiate and enter into an agreement with L&G Engineering from Mission, Texas for Construction Material Testing (CMT) Services for the North West and Central Collection System Improvements and Lift Station Number 1, 29, and 33 Elimination Project in the amount of $59,741.50. **This item supports IF - Infrastructure**. (ENGINEERING)

B) Consideration and action, if any, on Amendment Number 1 in the amount of $18,070.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for the Lift Station Number 23 Relocation and Sanitary Sewer Improvements. **This items supports IF- Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to enter into an Interlocal Agreement with the City of Weslaco for Animal Shelter Services. **This item supports QL - Quality of Life.** (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to enter into a Service Contract for Uniforms and Accessories with Unifirst Corporation from San Antonio, TX through Buyboard Purchasing Cooperative Contract No. 670-22. **This item supports SE -Service Excellence**. (PURCHASING)

E) Consideration and action, if any, on Boundary Line Agreement and Special Warranty Deed for Lot 1, Block 14, Plantation South Subdivision, Unit No. 6. **This item supports EV - Economic Vitality.** (LEGAL)

F) Consideration and action, if any, authorizing City Manager to enter into a Service Contract to Southern Trenchless Solutions out of La Feria, Texas for the repair and rehabilitation of manholes through Buyboard Contract No. 730-24 in the amount of $247,466.00 **This item supports IF - Infrastructure**. (PUBLIC UTILITIES)

G) Consideration and action, if any, authorizing the City Manager to rescind award to NM Contracting, LLC, for the Commercial Vehicle Parking Area. **This item supports IF - Infrastructure.** (ENGINEERING)

H) Consideration and action, if any, authorizing the City Manager to award a construction contract for the Commercial Vehicle Parking Area to IOC Company, LLC in the amount of $12,290,043.00. **This item supports IF - Infrastructure.** (ENGINEERING)

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

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

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

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

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

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

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

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

13. 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 1007 or FAX 956-475-3442 or Email cityclerksoffice@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 18th day of October 2024 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 18th day of October 2024

IMELDA PEREZ, TRMC
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,

Name:_____ Title: _____

Proclamation

WHEREAS, Audrey Zariah Garza has excelled as a model for magazines and as a beauty pageant titleholder. Audrey was most recently crowned All American Miss, a prestigious honor recognizing her grace, poise and commitment to excellence. Audry began her journey in pageantry at the age of six. Throughout the years, she has proudly represented her community by holding such distinguished titles as San Juan Princess Ambassador and South Texas Princess, bringing pride to Hidalgo County; and

WHEREAS, Audrey is very active in her community by donating blankets to families in need and providing baby items to mothers in need. Audrey is also a cheerleader for capable kids, and a Girl Scout; and

WHEREAS, Audrey is a cherished member of the San Juan community, she resides with her loving parents, Elizabeth Ramirez and Leo Garza; and

WHEREAS, through her courage and strength, she was honored as the Driscoll Miracle Champion three years ago, representing the resilience and spirit of countless children who have faced medical challenges. Audrey has continually demonstrated her dedication to Driscoll Children's Hospital by attending and supporting numerous hospital events, serving as a beacon of hope and inspiration for other patients and their families.; and

WHEREAS, Audrey would like to raise awareness on what TM is and educate the community on her condition. Transverse myelitis (TM) is a rare neurological condition that causes inflammation of the spinal cord. The term "transverse" refers to swelling that occurs across the width of the spinal cord but can also describe swelling that only affects part of the width. The inflammation damages the nerves and can cause permanent scarring or injury that disrupts communication between the spinal cord and the rest of the body. She was told she would not be able to do anything in life and she is now achieving her dreams. Audrey wishes to promote her personal platform to Advocate for children with disabilities.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 21, 2024, as:

"Audrey Zariah Garza Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of October 2024.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Perez, City Clerk

Proclamation

WHEREAS, for generations, manufacturing has played a critical role in Texas' diverse economy. Texas is home to over 24,000 manufacturing firms, 362 of which are located in Hidalgo County; and

WHEREAS, manufacturing in Texas constitutes over 11 percent of the total output in the state, totaling $309.6 billion in exports of manufactured goods in 2022; and

WHEREAS, manufacturers in Texas employ seven percent of the workforce, an estimated 978,000 manufacturing employees, including 7,000 in Hidalgo County; and

WHEREAS, manufacturing in Reynosa, Mexico provides for over $35 billion US dollars of goods crossed through the Pharr International Bridge, comprising 70% of the value of total trade; and

WHEREAS, manufacturers pay millions of dollars annually, supporting schools, law enforcement, emergency preparedness, public works and other essential services. Manufacturing jobs enable Texas families to realize the dream of owning a home, sending a child to college, and enjoying a secure retirement, with an average weekly wage in Hidalgo County of $1041; and

WHEREAS, National Manufacturing Day is held annually on the first Friday in October and the month of October is annually celebrated as National Manufacturing Month. Residents are encouraged to support the work of manufacturing companies by purchasing products manufactured in Hidalgo County and in the United States of America; and

WHEREAS, to celebrate Manufacturing Month, entities across Hidalgo County, including the Pharr Economic Development Corporation, South Texas Manufacturers Association; Workforce Solutions; manufacturing companies; cities in the Rio Grande Valley; economic development corporations; colleges; school districts; and others in relevant fields; are partnering to host various events to showcase modern manufacturing technology and careers.

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 Mayor and the City Commission, do hereby proclaim October 24, 2024 as:

"Manufacturing Day in Pharr"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 21st day of October 2024.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Imelda Perez, City Clerk

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.
DATE SUBMITTED: October 16, 2024
MEETING DATE: October 21, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: **Public Hearing:** Solicitation of comments from the general public on the Voluntary Annexation of 55.97 acres of land and right-of-way out of the Narciso Cabazos Survey, Abstract No. 30, generally located on South Veterans Boulevard and State Highway 365, and along the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

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

Issue: In accordance with Section 43.0673 of the Texas Local Government Code, the governing body must provide persons interested in the annexation the opportunity to be heard.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 10/16/2024
Ricardo Rodriguez	Approved - 10/16/2024
City Management Office	Final Approval - 10/17/2024

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, October 21, 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 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.*

- *A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, 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 8th day of October 2024, at 12:00 p.m. and in the City of Pharr website (www.pharr-tx.gov).

CITY OF PHARR
PHARR, TEXAS

Imelda Perez, City Clerk

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

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

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

Issue: SALES TAX HIGHLIGHTS:

The City of Pharr shows an INCREASE of 2.38% YTD OCTOBER 2024 TRUE GROWTH compared to last YTD OCTOBER 2023 and a -10.46% DECREASE compared to last OCTOBER 2023 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

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

ROUTING:

Jamison Merrick	Created/Initiated - 10/17/2024
Jamison Merrick	Approved - 10/17/2024
Fabiola Sanchez	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

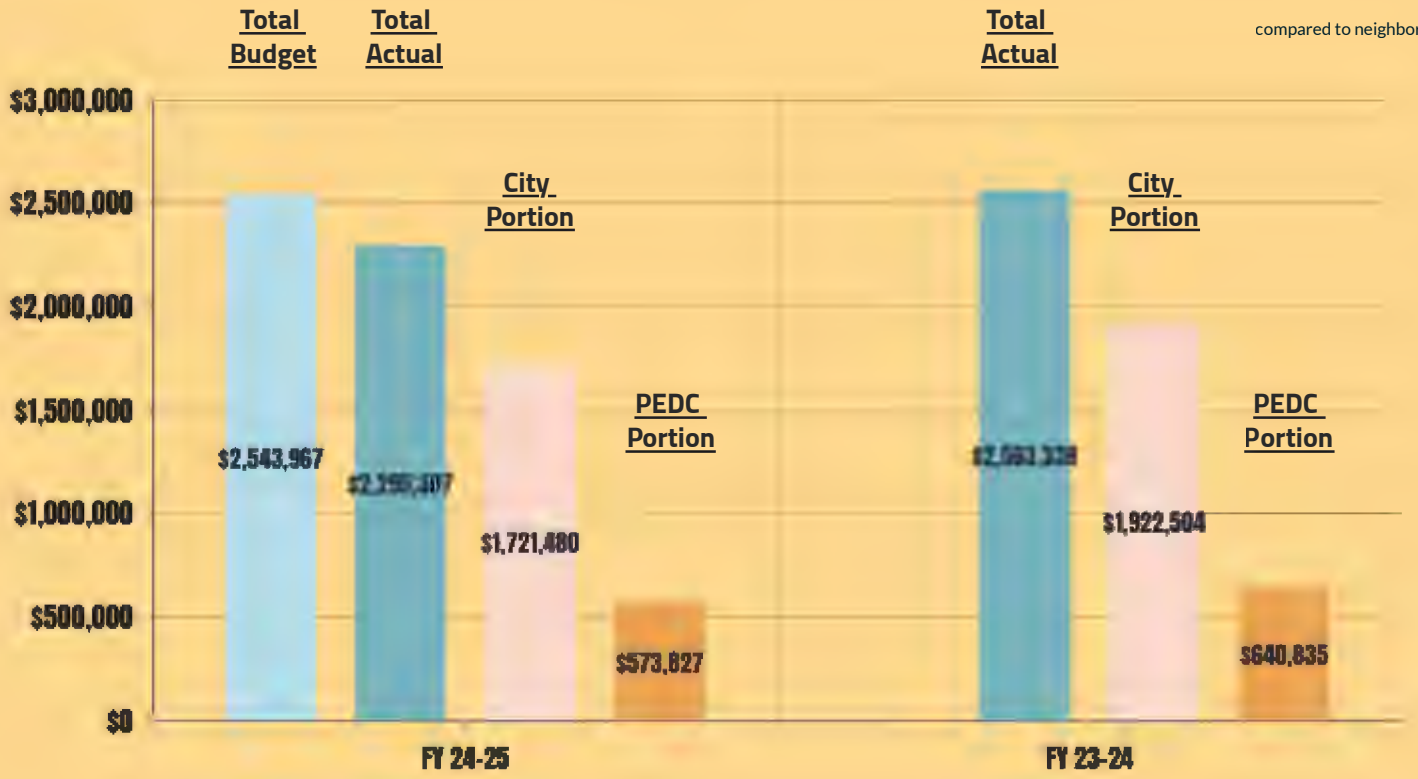
CITY OF PHARR SALES TAXES

as of October 2024
FY 2024-2025

SALES TAXES COLLECTIONS
Cash Basis by Fiscal Year

Ranked No. 5

compared to neighbor Cities



2.38% YTD

Increase in Sales Tax from Last Year*

-10.46%

Compared to October 2023 Cash Basis.

-9.77%

Below Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is -10.46%.

CREATED BY
City of Pharr Finance Department

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Texas Municipal League - Municipal Excellence "She's My Hero" Award

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

Issue: Recognition of Texas Municipal League - Municipal Excellence "She's My Hero" Award

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of the award obtained.

Alternatives: N/A

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

ROUTING:

Imelda Perez	Created/Initiated - 10/18/2024
City Management Office	Final Approval - 10/18/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Gold Scenic City Certification

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

Issue: Recognition of Gold Scenic City Certification

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of the certification obtained.

Alternatives: N/A

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

ROUTING:

Imelda Perez	Created/Initiated - 10/18/2024
City Management Office	Final Approval - 10/18/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Imelda Perez, 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:

Imelda Perez Created/Initiated - 10/17/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for October 7, 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 October 7, 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	Created/Initiated - 10/18/2024
City Management Office	Final Approval - 10/18/2024

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 7, 2024
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 7, 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. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Daniel Chavez

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, Interim City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ben Martinez, Assistant EMS Chief
C.J. Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Cynthia Gutierrez, Public Health Director
Victor Perez, PEDC Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

DRAFT

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

Alternate Mayor Pro Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

Comm. Pacheco was not present at the time of roll call but arrived at 4:09 p.m.

Mayor Hernandez was not present at the time of roll call but arrived at 4:33 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING OCTOBER 6 - 12, 2024 AS FIRE PREVENTION WEEK.

Jonathan Flores, City Manager, introduced the item.

Pilar Rodriguez, Fire Chief, highlighted the importance of smoke alarms. He stated having smoke alarms can save lives and encouraged all residents of Pharr to have working smoke alarms in their home.

Alternate Mayor Pro Tem Carrillo thanked all fire personnel for their outstanding work to ensure the safety of all our Pharr residents and read proclamation proclaiming the week of October 6 – 12, 2024 as Fire Prevention Week. He presented proclamation to Fire Chief Rodriguez and fire personnel.

B) PROCLAMATION PROCLAIMING OCTOBER 7, 2024 AS WORLD TEACHER'S DAY.

Jonathan Flores, City Manager, introduced the item.

Ana Gonzalez, Executive Director - Teach for America, went over their services and thanked the Commission for recognizing Teacher World Day. She further introduced Jonathan Stevens, Senior Managing Director – Teach for America, Dr. Marisol Rocha, Vanguard Academy Superintendent and Sandra Rodriguez, Vanguard Academy Executive Director of Curriculum & Instruction.

Comm. Flores read the proclamation proclaiming October 7, 2024 as World Teacher's Day and presented proclamation to Ana Gonzalez and educator representatives present.

Alternate Mayor Pro Tem Carrillo expressed gratitude and thanked all educators for their work and dedication.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

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

B) 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 of the Pharr International Bridge INDEX Conference in Merica, Yucatan Mexico, the 1st Annual Truck Expo, Animal Care Services PET Wellness Fair, and the South Texas Health Systems Ribbon Cutting event.

Yuri Gonzalez, Chief Communications Officer, further reported the Industrial Warehouse Summit hosted by the Pharr Economic Development Corporation would be held on Tuesday, October 8, 2024 at the Pharr Development & Research Center located at 850 W. Dicker Rd. from 8:00 a.m. to 12:00 p.m. She encouraged anyone wishing to attend to please register.

Yuri Gonzalez, Chief Communications Officer, also reported the 1st Annual Drive For Trade Golf Tournament would take place on Wednesday, October 9, 2024 at Tierra Del Sol Golf Club located at 700 E. Hall Acres Road starting at 9:00 a.m. She further stated this was part of the Start of the Produce Season and reported there were currently thirty-five (35) teams already registered.

Yuri Gonzalez, Chief Communications Officer, also reported the Start of the Produce Season event would take place on Thursday, October 10, 2024 at the Pharr International Bridge located at 9900 S. Cage Boulevard from 10:00 a.m. to 12:00 p.m. She stated once event was over, guests could partake in "A Taste of Trade" tasting event to sample various foods available at restaurants participating in this event.

Yuri Gonzalez, Chief Communications Officer, also reported the Trade Talks event hosted by Pharr International Bridge would take place on Friday, October 11, 2024 at the Pharr Development & Research Center located at 850 W. Dicker Road from 8:30 a.m. to 5:30 a.m. She stated keynote speaker Georgina Estrada Aguirre, World Economist, would be focusing on international trade topics.

Yuri Gonzalez, Chief Communications Officer, further reported the Avocado Festival would take place on Saturday, October 12, 2024 in Downtown Pharr from 2:00 p.m. to 11:00 p.m. and stated families could join festival for free before 5:00 p.m. and stated additional information could be obtained by visiting www.avocadofest.com.

Yuri Gonzalez, Chief Communications Officer, reported the next City of Pharr Fire Department Prevention Month event would take place on Thursday, October 17, 2024 in Downtown Pharr from 6:00 p.m. to 9:00 p.m. and stated this was an educational event and encouraged the public to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Trail of Terror event would be taking place on October 25, 26 and 27, 2024 at Pharr Vanguard Academy Nature & Birding Center located at 1025 S. Richmond Drive from 7:30 p.m. to 10:30 p.m. She stated this was a free ticketed event and tickets would be distributed on Monday, October 14, 2024 and encouraged all families to attend.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR SEPTEMBER 16, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2022-01 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS. *(2ND READING)* THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (HR)

C) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION NO. R-2024-54 ESTABLISHING A COMMUNITY REVITALIZATION PLAN FOR THE REVITALIZATION AREA SURROUNDING THE AFFORDABLE HOUSING DEVELOPMENT KNOWN AS CAMELLIA COURT APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

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

1. **CITY OF PHARR, FOR THE BETTERMENT OF THE CITY, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 27.19 ACRES, MORE OR LESS, OUT OF LOT 5, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT THE 1300 BLOCK OF WEST FERGUSON AVENUE. COZ#240925 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

2. **CITY OF PHARR, FOR THE BETTERMENT OF THE CITY, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 11.09 ACRES, MORE OR LESS, OUT OF LOT 5, BLOCK 5, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTIES ARE PHYSICALLY LOCATED AT 2314 NORTH JACKSON ROAD, 2210 NORTH JACKSON ROAD, 2300 BLOCK OF NORTH JACKSON ROAD, 2004 NORTH JACKSON ROAD, AND 1300 WEST FERGUSON AVENUE. COZ#240926 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

E) PLATS:

1. **SALINAS ENGINEERING & ASSOCIATES, REPRESENTING EDNA RAMOS, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED PALO VERDE ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.00 ACRE TRACT OF LAND OUT OF AND FORMING A PART OF LOT 3 OF THE UN-RECORDED PLAT OF PALO VERDE SUBDIVISION NO. 3, BEING OUT OF A PORTION OF LOT 332, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 200 BLOCK OF WEST PALO VERDE CIRCLE.SUB#240408 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

Ordinance No's. O-2024-32 and O-2024-33 and Resolution No. R-2024-54 were filed with the City Clerk's Office.

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

ITEM 9. CLOSED SESSION

The time being 4:31 p.m., Alternate Mayor Pro Tem Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda

and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:03 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING TWO (2) MEMBERS AND ONE (1) EX-OFFICIO TO THE PHARR MEMORIAL LIBRARY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (LIBRARY)

Jonathan Flores, City Manager, introduced the item and recommended Diana Cuevas and Delia Soza as regular members and Comm. Itza Flores as ex-officio member to Pharr Memorial Library Board.

Comm. Medina **moved** to appoint Diana Cuevas and Delia Soza as regular members and Comm. Itza Flores as ex-officio member to Pharr Memorial Library Board. Alternate Mayor Pro Tem Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-55 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION TO ACCEPT PETITION FOR VOLUNTARY ANNEXATION, SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING, AUTHORIZING AND DIRECTING PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING, AND DIRECTING THE CITY MANAGER TO PREPARE SERVICE PLAN FOR A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION OF A 40 FT. WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED AT SOUTH VETERANS BOULEVARD AND STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-56 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION TO ACCEPT PETITION FOR VOLUNTARY ANNEXATION, SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING, AUTHORIZING AND DIRECTING PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING, AND DIRECTING THE CITY MANAGER TO PREPARE SERVICE PLAN FOR A 49.49 ACRE TRACT SITUATED IN PORCION 71 NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-57 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IMAGE TREND LLC., FOR ELECTRONIC PATIENT CARE REPORTING AND DATA MANAGEMENT IN THE AMOUNT OF $82,974.26 FOR EMERGENCY MEDICAL SERVICES.(PROJECT NO. 2425-62-525-S02-01)THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (EMERGENCY MEDICAL SERVICES)

Jonathan Flores, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH SKY ELEMENTS LLC FOR THE DRONE SHOW FOR THE NEW YEAR'S EVE BALL DROP EVENT. *(TABLED)* THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended the item be untabled.

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

Jonathan Flores, City Manager, stated no action would be taken on this item.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE RENEWAL OF LICENSE AGREEMENT BETWEEN CITY OF PHARR AND BERT OGDEN ARENA. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF FUEL WITH ARGUINDEGUI OIL CO. FROM LAREDO, TX. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A GOLF CART LEASE AGREEMENT WITH YAMAHA GOLF CAR COMPANY FROM NEWMAN, GA THROUGH PURCHASING COOPERATIVE BUY BOARD NO. 706-23. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 11. ADJOURNMENT

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 7th DAY OF OCTOBER 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, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(3rd and Final Reading) This item supports SSC - Safe and Secure Community***.

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

Issue: n/a

Fiscal Consideration: n/a

Staff Recommendation: *Staff recommends approval*

Alternatives: n/a

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

ROUTING:

Alessandra Garcia	Created/Initiated - 10/17/2024
Veronica Ramirez	Approved - 10/17/2024
Ricardo Rodriguez	Approved - 10/17/2024
Jamison Merrick	Approved - 10/17/2024
City Management Office	Final Approval - 10/17/2024

ORDINANCE NO. O-2024-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2022-01 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PHARR, TEXAS AS FOLLOWS:

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) a decrease in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	**Increase By**	New Total
Police Officer	122	**0**	122
Sergeant	16	**0**	16
Lieutenant	7	**0**	7
Deputy Chief	2	**-2**	0
Assistant Chief	1	**2**	2
Police Chief	1	**0**	1
	149	**0**	148

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	**Increase By**	New Total
Firefighter	42	**0**	42
Engineer	22	**0**	22
Lieutenant/Asst. Fire Marshal	14	**2**	16
Captain	1	**-1**	0
Battalion Chief	3	**2**	5
Deputy Chief/Fire Marshal	2	**0**	2
Assistant Chief	1	**0**	1
Fire Chief	1	**0**	1
	86	**3**	89

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 5: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 6: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.
DATE SUBMITTED: October 11, 2024
MEETING DATE: October 21, 2024

FROM: Edwin Manrique, Project Engineer

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, of the Economically Disadvantaged County (EDC) Program Application for Las Milpas Road, West from Jackson Road to Cage Blvd. (CSJ# 0921-02-434). **This item supports IF - Infrastructure.**

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

Issue: The Economically Disadvantaged County (EDC) Program allows for a reduction to the local participation amount for construction and other eligible project components. The City of Pharr qualifies for the program, and based on an estimated total construction and construction engineering cost of $6,243,750.00 for Las Milpas Road West from Jackson Road to Cage Blvd., the 20% local participation would be $1,248,750.00. By applying for this program, the local participation can be reduced by 82%, bringing the required local match down from $1,248,750.00 to $224,775.00 (CSJ# 0921-02-434).

Fiscal Consideration:
Original Local Participation: $1,248,750.00
EDC Reduction: -$1,023,975.00
Revised Local Participation: $224,775.00

No payment to the state is necessary at this time.

Staff Recommendation: Staff recommends approval of the EDC Program Application to receive an 82% reduction on the local match for Las Milpas Road West from Jackson Road to Cage Blvd.

Alternatives: Do not apply for the EDC reduction and pay the full local participation amount.

Exclude Material from Public Packet? No
Reason: No exclusion

ROUTING:

Edwin Manrique	Created/Initiated - 10/11/2024
Maria Rangel	Approved - 10/17/2024
Ricardo Rodriguez	Approved - 10/17/2024
Jamison Merrick	Approved - 10/17/2024

City Management Office Final Approval - 10/17/2024

Docusign Envelope ID: B36DA566-606A-4210-A995-CBA6CABBF947

Texas Department of Transportation
600 W. I-H 2 | Pharr, Texas 78577
956.702.6100
txdot.gov

October 2, 2024

Dr. Ambrosio Hernandez
Mayor, City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

RE: Economically Disadvantaged Counties (EDC) Program Application
Las Milpas Road West, From Jackson Road to Cage Blvd
CSJ# 0921-02-434

Dear Dr. Ambrosio,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction and construction engineering, please complete the affidavit only and return it to the attention of Ms. Dora E. Robles, P.E., District Advance Transportation Planning Director, via e-mail at Dora.Robles@txdot.gov for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and send you the approved form for your records.

Should you have any questions regarding this reduction please contact Ms. Dora E. Robles, P.E., Advance Transportation Planning Director, or me at (956)702-6100.

Sincerely

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Dora E. Robles, P.E., District Advance Transportation Planning Director
Hector Siller, P.E., Pharr Area Engineer
Margil Maldonado Jr., P.E., Advanced Project Delivery Supervisor
Ana Pruneda, P.E., TxDOT Project Manager
Jonathan B. Flores, City Manager, City of Pharr
Maria L. Rangel, P.E., Assistant City Engineer/RPIC, City of Pharr
Luis M. Diaz, Interim Executive Director, RGVMPO
Eva L. Garcia, Planner III/Bike Ped Program Coordinator, RGVMPO

Las Milpas Road West from Jackson Road to Cage Blvd.
CSJ# 0921-02-434

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____ , a notary public in and for the State of of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city / county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____ , to certify which witness my hand and seal of office.

My commission expires _____ , _____.

_____
Official Signature

_____
Printed or stamped name of Notary

Docusign Envelope ID: B36DA566-606A-4210-A995-CBA6CABBF947

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo APPLICANT City of Pharr

District Contact Information

NAME: Dora E. Robles, P.E. TELEPHONE: 956-702-6100

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (**2020** Census)? 79,715

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-434
ESTIMATED LETTING DATE	January-32

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

Las Milpas Road from Jackson Road to Cage Blvd

PROJECT SCOPE- Give type of work.

Widen from two to four lane with Curb and Gutter

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the City's budget so we request a reduction to the required match

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 82

1.	2.	3.	4.	5.
Project Component	Est. Total Cost ($)	Local Participation (%)	Est. Required Local Match ($)	Local Participation After Adjustment ($)
Construction	$ 5,625,000	20%	$1,125,000	$202,500
Construction Engineering	$ 618,750	20%	$123,750	$22,275
			$0	$0
			$0	$0
TOTAL	**$ 6,243,750**		**$1,248,750**	**$224,775**

Approved by: _____ Date: _____

District Engineer

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Kimberly Mendoza

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

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

Issue: Consideration and action, if any, on Development Services Plats:

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Imelda Perez Created/Initiated - 10/18/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.1.
DATE SUBMITTED: October 15, 2024
MEETING DATE: October 21, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments I Subdivision. The property is legally described as being a 3.31 acre tract of land out of Lot 1 and Lot 4, Block D, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of West Audrey Street. SUB#230412 **This item supports EV - Economic Vitality.**

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

Issue: SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments I Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Camellia Court Apartments I Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Camellia Court Apartments I Subdivision at their meeting on October 14, 2024. There were seven members present with six voting aye and one abstention.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 10/15/2024
Ricardo Rodriguez	Approved - 10/16/2024
City Management Office	Final Approval - 10/17/2024

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 21, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CAMELLIA COURT APARTMENTS I SUBDIVISION
FILE NO. **SUB#230412**

GENERAL INFORMATION:

APPLICANT:

SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments I Subdivision.

LEGAL DESCRIPTION:

The property is legally described as being a 3.31 acre tract of land out of Lot 1 and Lot 4, Block D, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION:

The property is located within the 900 Block of West Audrey Street.

ZONING:

The property is currently zoned Residential Multifamily High Density District (R-MFHD). The adjacent zones are Agricultural Open Space District (A-O) to the north, Single Family Residential District (R-1) to the east, Residential Single Family Small Lot District (R-1A) to the south and Residential Multifamily High Density District (R-MFHD) and Residential Single Family Small Lot District (R-1A) to the west. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE:

Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Camellia Court Apartments I Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Any street cuts for public improvements shall follow City Standards.

EASEMENTS:

1. Shall provide a 15' exclusive easement to City of Pharr, for City of Pharr utilities, if any.
2. Show all existing easements adjacent to property.
3. Verify with HCID #2, for any easements or R.O.W's, are within the property.
4. Label the 15' Drainage easement "Private".

SIDEWALK:
ADA:

1. Follow City Standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1

OTHER:

1. Remove the concrete monuments shown on plat layout.
2. Show solid line for new property line, along the alley.
3. On signature block for the owner, provide title of person signing.
4. Plat note # 15 remove the plat note.
5. Remove the word proposed from plat layout and use dedicate.
6. Surveyor and engineer shall sign plat.

PLANNING AND ZONING COMMISSION:
Being no discussion, the Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Camellia Court Apartments I Subdivision at their meeting on October 14, 2024. There were seven members present with six voting aye and one abstention.

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

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

PLAT REVIEW MEETING FOR:

CAMELLIA COURT APARTMENTS I SUBDIVISION

****

COMMENTS: Initials: J.R. / O.D.L. JUNE 2, 2023

****

WATER:

- Easements will need to be 15' exclusive to the City of Pharr.
- Will need to show water valves (on tees and hydrants and tie-ins)
- Will need to show all water meters locations (10units per 2" meter)
- Will need to show all surrounding utilities.
- Comments made may change depending on the circumstances.
- Different options for water line connections to be discussed on 6-2-23.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Easements will need to be 15' exclusive to the City of Pharr.
- 10" sewer line not to be eliminated.
- Will need to replace sewer main line on W. Audrey St.
- Will need to show all surrounding utilities.
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name:_____

Signature:_____ Date:_____

Pharr Fire Department

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

Subdivision: CAMELLIA COURT APARTMENTS 1

Reviewed by: J. GONZALEZ / R. DOMINGUEZ June 5, 2023

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

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

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

Additional Comments:

1. **SHALL REPLACE THE EXISITING FIRE HYDRANT ON W. AUDREY STREET WITH A NEW FIRE HYDRANT.**
2. **THE PHARR FIRE DEPARTMENT IS RECOMMENDING THAT THE EXISITNG 6 INCH WATER LINE ON WEST AUDREY STREET BE REPLACED WITH A 12 INCH WATER LINE.**

Pharr Public Work

SUBDIVISION: **Staff Plat Review Meeting** **DATE: 6/05/2022**

Camelia Court Apartments I **3.31 Acres**

Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes:

- **8" bleeder is required for outfall connection to existing inlet.**
- **Show storm drain inlets, grates, and elevations**
- **Public Storm Drain covers shall have the new city logo**
- **Detention pond shall have a fence minimum of 3 feet in height**
- **Show an approved (by City Engineering Department) Drainage Plan Layout with Details**
- **Show Utility Profile Lines, Crossing, Elevations and Separation Details**
- **Include Best Management Practices and submit Sediment Erosion Control Plan**
- **Must submit (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Pre-Construction Stage.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Camellia Court Apartments I Subdivision **DATE:** June 2, 2023

REVIEW: Preliminary (comments plans dated 5-4-2023)

PLAT

1. Signature from P.E. & RPLS is required.
2. Verify irrigation easement.

SITE PLAN

1. Include details pertaining to paving, water, sewer, and storm if applicable.
2. Provide additional gate valves as shown on redlines.
3. Show the existing sanitary sewer for tie-in.
4. Include street light layout if applicable.
5. Include fiber optics layout if applicable.

DRAINAGE

1. Stabilize detention areas using sod or hydromulch.
2. Drainage plan to be reviewed and approved at building permit phase.
3. Perimeter fence for detention ponds may be required for depths greater than 3'-ft.
4. Change 18"-inch bleeder into an 8"-inch PVC.

CONSTRUCTION SCHEDULE

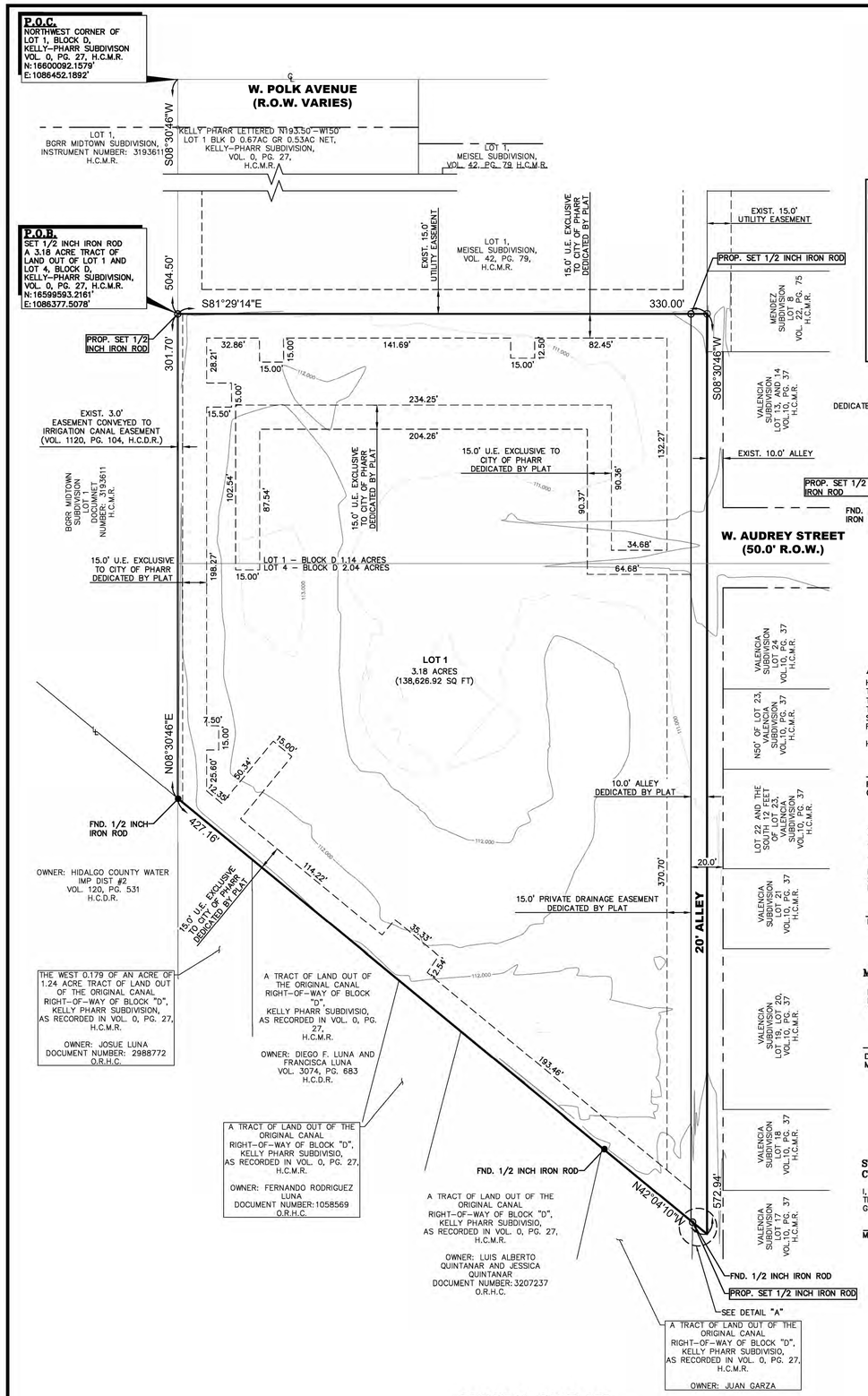
- The contractor shall provide a construction schedule for the above-mentioned subdivision.

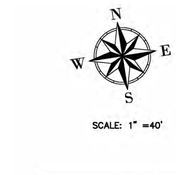
CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

- **PRIOR TO SUBMITTING PRECONSTRUCTION PLANS, FIELD VERIFY ALL UTILITY TIE-INS FOR WATER, SEWER, AND STORM LINES.**
- Access road must follow City of Pharr standards for paving.
- Testing may be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage. Must follow City design standard and ADA guidelines.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange). ***UPDATE (Please see attachment pertaining to proposed hydrants)**
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.
- At time of subdivision completion all lots shall be required to provide positive drainage and outfall towards the street.

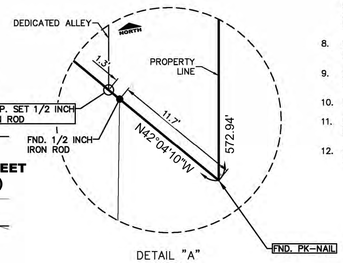




SCALE: 1" =40'

LEGEND

●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
	– FND. PK-NAIL
	– FND. 5/8" IRON ROD
▲	– FND. COTTON PICKER SPINDLE
△	– SET COTTON PICKER SPINDLE
	– ON-SITE BENCHMARK
R.O.W.	– RIGHT OF WAY
FND.	– FOUND
H.C.M.R.	– HIDALGO COUNTY MAP RECORDS
O.R.H.C.	– OFFICIAL RECORDS OF HIDALGO COUNTY
H.C.D.R.	– HIDALGO COUNTY DEED RECORDS
P.O.C.	– POINT OF COMMENCEMENT
U.E.	– UTILITY EASEMENT
P.O.B.	– POINT OF BEGINNING



DETAIL "A"
(N.T.S.)

SURVEY NOTES:

1. BASIS OF BEARING AS PER THE SOUTH RIGHT OF WAY LINE OF WEST AUDREY STREET, KELLY PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOL. 0, PAGE. 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE (4205) ADJUSTMENT OF 2011, US SURVEY FEET, GRID, BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.
3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

GENERAL NOTES:

1. FLOOD ZONE CLASSIFICATION: "B" – AREAS BETWEEN LIMITS OF THE 100-YEAR 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 AREA PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480347 0005 C MAP REVISED: DATE: OCTOBER 19,1982
2. BENCHMARK: CITY OF PHARR MONUMENT NO. 48 LOCATED ALONG THE SOUTH R.O.W. LINE OF EAST POLK AVENUE, APPROXIMATELY 250 FEET FROM INTERSECTION WITH NORTH CAGE BOULEVARD. HAVING A GRID COORDINATE OF N: 16599725.603 E: 1088673.177 AND AN ELEVATION OF 108.81'.
3. MINIMUM SETBACKS PER CITY ORDINANCE.
4. ALL INTERIOR LOT CORNERS WILL BE MARKED BY A SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED SAMES.
5. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE ADJACENT TOP OF CURB OR CROWN OF ROAD, WHICHEVER IS GREATER.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.117-ACRES AND A VOLUME OF 0.411-ACRE FEET (17,895.00 CUBIC FEET) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY BE REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS RESIDENTIAL DEVELOPMENT.
8. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
9. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
10. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
12. OWNER(S) AND/OR HOA TO MAINTAIN R.O.W., DETENTION AREA, AND PERIMETER OF ENTIRE SUBDIVISION. PEDESTRIAN GATE MAY BE ALLOWED FOR MAINTENANCE OF PERIMETER.

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E. DATE
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE ____ DAY OF _____, 20__.

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

PRESIDENT ATTEST: SECRETARY

MAYOR'S CERTIFICATION

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

DR. AMBROSIO HERNANDEZ DATE ATTEST: CITY CLERK DATE
MAYOR, CITY OF PHARR

STATE OF TEXAS
COUNTY OF HIDALGO

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

MARIO ALBERTO GARCIA, P.E. NO. 137503 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS **"CAMELLIA COURT APARTMENTS I"** TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME(S) IS(ARE) SUBSCRIBED HERETO, DOES(DO) HEREBY SUBDIVIDE SUCH PROPERTY TO BE PRIVATE ALL STREETS, ALLEYS, PARKS, DRAINS AND WATER COURSES, AND DO HEREBY GRANT AN EASEMENT TO THE CITY OF PHARR AND THOSE AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ASSETS OF THE CITY AND UTILITIES OPERATIONS UNDER FRANCHISE OF THE CITY OF PHARR.

EXECUTIVE DIRECTOR:_____ DATE
PHARR HOUSING AUTHORITY
104 W POLK AVE
PHARR , TEXAS 78577
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, NOEL DE LEON, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

PLANNING & ZONING COMMISSION CERTIFICATION

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

APPROVED THIS THE ____ DAY OF _____, 20____.

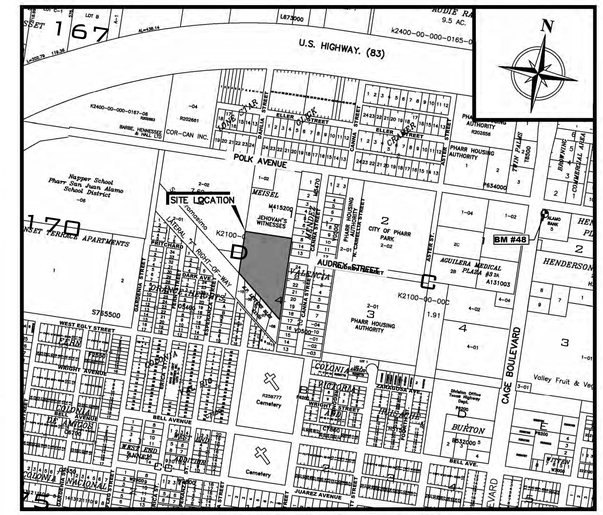
DANNY WYLIE, CHAIRMAN
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

LEO L. RODRIGUEZ, JR., R.P.L.S. NO. 2448 DATE

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR



LOCATION MAP SCALE: 1" = 500'

CAMELLIA COURT APARTMENTS I

METES AND BOUNDS

BEING A 3.31 (144,315.20 SQ. FT.) ACRE GROSS; 3.18 (138,626.92 SQ. FT.) ACRE NET; TRACT OF LAND OUT LOT 1 AND LOT 4, BLOCK D, KELLY PHARR SUBDIVISION, AS RECORDED IN VOL. 0, PG. 27, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO HOUSING AUTHORITY OF THE CITY OF PHARR, TEXAS, AS RECORDED IN VOLUME 1120, PAGE 104, DEED RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS.

COMMENCING; AT THE NORTHWEST CORNER OF LOT 1, BLOCK D, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THE CENTERLINE OF W. POLK AVENUE, THENCE; SOUTH 08°30'46" WEST, WITH THE EAST BOUNDARY LINE OF LOT 1, BGRR MIDTOWN SUBDIVISION, AS RECORDED IN INSTRUMENT NUMBER 3193611, MAP RECORDS, HIDALGO COUNTY, TEXAS, A DISTANCE OF 504.50 FEET, TO A SET (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED 'SAMES'; FOR THE NORTHEAST CORNER AND POINT OF BEGINNING, OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16599593.2161', E= 1086377.5078';

THENCE; SOUTH 81°29'14" EAST, ALONG THE SOUTH LINE OF LOT 1, MEISEL SUBDIVISION, AS RECORDED IN VOLUME 42, PAGE 79, MAP RECORDS, HIDALGO COUNTY, TEXAS, A DISTANCE OF 330.00 FEET, TO A SET (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED 'SAMES', BEING ON THE WEST LINE OF MENDEZ SUBDIVISION, AS RECORDED IN VOLUME 22, PAGE 75, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°30'46" WEST, ALONG THE WEST LINE OF SAID MENDEZ SUBDIVISION, A DISTANCE OF 572.94 FEET, TO A FOUND PK-NAIL, FOR AN ANGLE POINT OF A TRACT OF LAND CONVEYED TO JUAN GARZA, ALSO BEING ON THE WEST LINE OF VALENCIA SUBDIVISION, AS RECORDED IN VOLUME 10, PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 42°04'10 WEST, ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED TO JUAN GARZA, AT A DISTANCE OF 11.65' FEET, PASSING A FOUND (1/2) INCH IRON ROD, FOR THE WEST RIGHT OF WAY LINE OF AN APPARENT ALLEY, CONTINUING TO A TOTAL DISTANCE OF 427.16 FEET, TO A FOUND (1/2) INCH IRON ROD, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 08°30'46" EAST, ALONG THE COMMON LINE OF SAID TRACT OF LAND CONVEYED TO BGRR MIDTOWN SUBDIVISION, LOT 4 OF SAID KELLY PHARR SUBDIVISION, A DISTANCE OF 301.70 FEET, TO A SET (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED 'SAMES', FOR THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND, CONTAINING A 3.31 (144,315.20 SQ. FT.) ACRE GROSS; 3.18 (138,626.92 SQ. FT.) ACRE NET, MORE OR LESS.

COUNTY CLERK HIDALGO COUNTY, TEXAS

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

ON: _____ AT _____ AM/PM.

INSTRUMENT NUMBER_____
OF MAP RECORD OF HIDALGO COUNTY TEXAS.

BY: _____ DEPUTY.

PRINCIPAL CONTACTS:

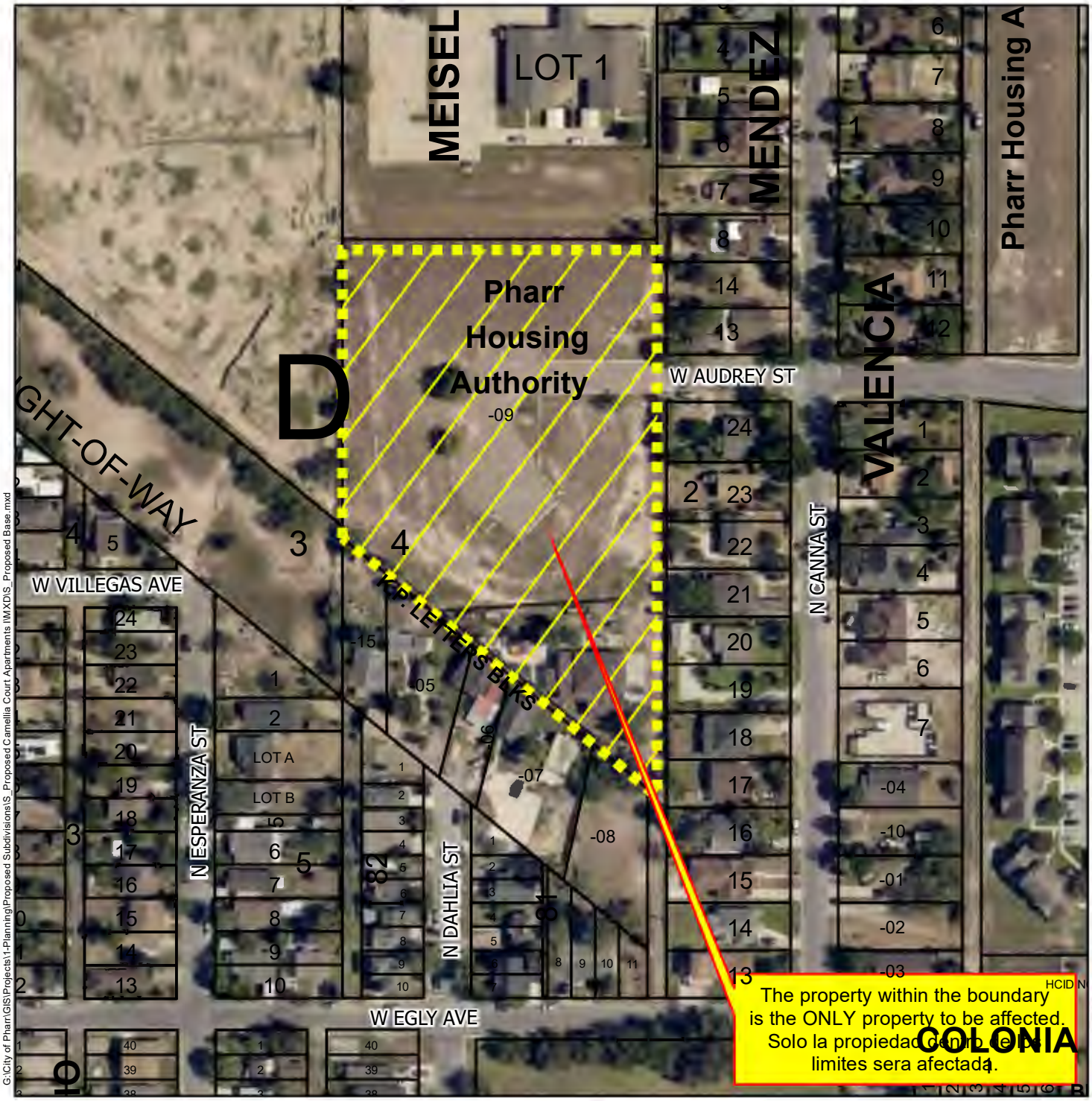
	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	PHARR HOUSING AUTHORITY	104 W POLK AVE	PHARR , TEXAS 78577	(956) 783-1316	NONE
ENGINEER:	MARIO ALBERTO GARCIA, P.E.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702-8880	(956) 702-8883
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702-8880	(956) 702-8883

DATE OF PREPARATION: August 27, 2024

SHEET 01 OF 04

SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 101416-00

Proposed Subdivision
Camellia Court Apartments I
SAMES Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development
Future Land Use
FUTURELAND
Irrigation
Agriculture
Single Family Res.
Multi-Family Res.
Manufactured Homes
Industrial
Commercial
Public/Semi Public
ROW
Parks
Subject Property

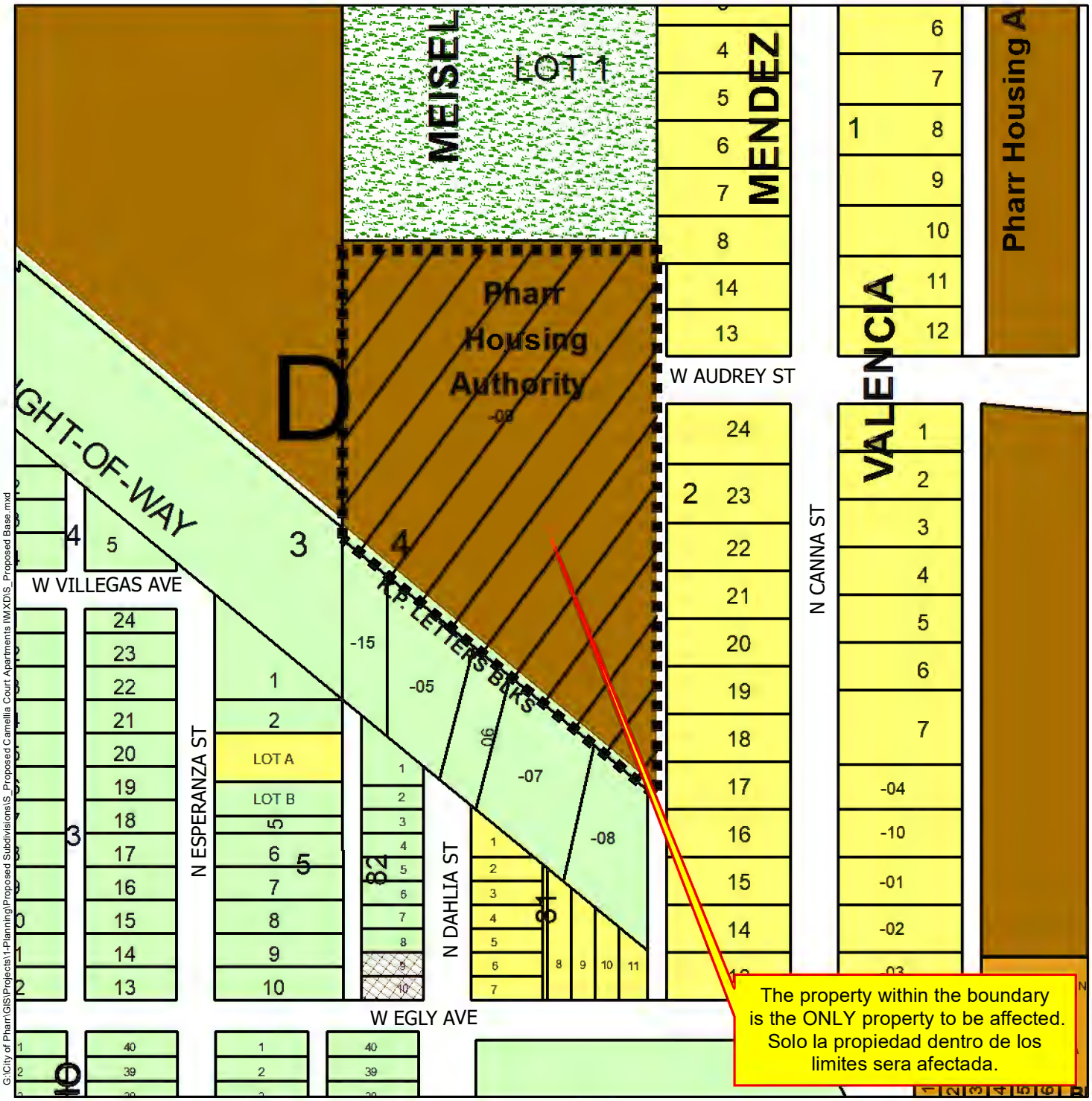
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 6/1/2023

Proposed Subdivision
Camellia Court Apartments I
SAMES Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development
Future Land Use
FUTURELAND
Irrigation
Agriculture
Single Family Res.
Multi-Family Res.
Manufactured Homes
Industrial
Commercial
Public/Semi Public
ROW
Parks
Subject Property

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 6/1/2023

Pharr
Development Services

Site Photo

900 Block of West Audrey Street

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.2.
DATE SUBMITTED: October 15, 2024
MEETING DATE: October 21, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments II Subdivision. The property is legally described as being a 1.37 acre tract of land out of Lot 2, Block C, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of North Camellia Street. SUB#230411 **This item supports EV - Economic Vitality.**

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

Issue: SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments II Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Camellia Court Apartments II Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: Being no discussion, the Planning and Zoning Commission voted to approve the final plat of the proposed Camellia Court Apartments II Subdivision at their meeting on October 14, 2024. There were seven members present with six voting aye and one abstention.

Alternatives: N/A

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

ROUTING:

Kimberly Mendoza	Created/Initiated - 10/15/2024
Ricardo Rodriguez	Approved - 10/16/2024
City Management Office	Final Approval - 10/17/2024

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 21, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CAMELLIA COURT APARTMENTS II SUBDIVISION
FILE NO. **SUB#230411**

GENERAL INFORMATION:

APPLICANT:

SAMES, representing Lazaro Guerra, Managing Member for Pharr Housing Authority, is requesting final plat approval of the proposed Camellia Court Apartments II Subdivision.

LEGAL DESCRIPTION:

The property is legally described as being a 1.37 acre tract of land out of Lot 2, Block C, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION:

The property is located within the 900 Block of North Camellia Street.

ZONING:

The property is currently zoned Residential Multifamily High Density District (R-MFHD). The adjacent zones are Single Family Residential District (R-1) to the north, Agricultural Open Space District (A-O) to the east, Residential Multifamily High Density District (R-MFHD) to the south and Residential Multifamily District (R-MF) and Single Family Residential District (R-1) to the west. The property is designated for single family residential and muti-family use in the Land Use Plan.

PROPERTY PROPOSED USE:

Apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Camellia Court Apartments II Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Label corner clips.
2. Any street cuts for public improvements shall follow City Standards.
3. Provide street light along N. Camellia St., max distance 250' intervals.

EASEMENTS:

1. Shall provide a 15' exclusive easement to City of Pharr, for City of Pharr utilities, if any.
2. Show all existing easements adjacent to property, if any.
3. Verify with HCID #2, for any easements or R.O.W's, are within the property.
4. Label detention easement within property.

SIDEWALK:
ADA:

1. Follow City Standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1

OTHER:

1. Remove the concrete monuments shown on plat layout.
2. Label all monuments on plat layout.
3. On signature block for the owner, provide title of person signing.
4. Plat note # 15 remove the plat note.
5. Remove the word proposed from plat layout and use dedicate.
6. Surveyor and engineer shall sign plat.

PLANNING AND ZONING COMMISSION:
Being no discussion, the Planning and Zoning Commission voted to approve the final plat of the proposed Camellia Court Apartments II Subdivision at their meeting on October 14, 2024. There were seven members present with six voting aye and one abstention.

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

Pharr Public Utilities

Ruben Rosales
Public Utilities Director

PLAT REVIEW MEETING FOR:

CAMELLIA COURT APARTMENTS II SUBDIVISION

****

COMMENTS: **Initials: J.R./O.D.L.** **JUNE 2, 2023**

****

WATER:

- Will need to show all water meter locations (10units per 2" meter)
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

SEWER:

- Will need to re-connect all existing sewer services to the new sewer line.
- Will need to show manhole lid detail.
- All manhole rims and lids need to be composite base with the City of Pharr logo.
- Will need to replace sewer main line on W. Audrey St. (Clay line)
- Comments made may change depending on the circumstances.
- Follow City of Pharr Construction Standards Manual.

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

Print Name:_____

Signature:_____ Date:_____

Pharr
Fire Department

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

Subdivision: CAMELLIA COURT APARTMENTS 2

Reviewed by: J. GONZALEZ / R. DOMINGUEZ June 5, 2023

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

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

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

Additional Comments:

1. **THE PHARR FIRE DEPARTMENT IS RECOMMENDING THAT THE EXISITNG 6 INCH WATER LINE ON WEST AUDREY STREET BE REPLACED WITH A 12 INCH WATER LINE.**

Pharr Public Work

SUBDIVISION: **Staff Pre- Construction Meeting** **DATE: 6/05/2022**

Camelia Court Apartments II **1.37 Acres**

Pharr Tx, 78577

Plat Notes:

- **No comments**

General Notes:

- **8" bleeder is required for outfall connection to existing inlet**
- **Shall obtain a Boring permit from Public Works**
- **Detention pond shall have a fence minimum of 3 feet in height**
- **Show an approved (by City Engineering Department) Drainage Plan Layout with Details**
- **Show Utility Profile Lines, Crossing, Elevations and Separation Details**
- **Include Best Management Practices and submit Sediment Erosion Control Plan**
- **Must submit (1) digital copy in (USB) to review and must be approved prior to any earthwork disturbance or Notice to Proceed (N.T.P.) is issued. Must submit (3) three hard copies of the Finalized Stormwater Pollution Prevention Plan (S.W.P.P.P.) at Pre-Construction Stage.**

SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Camellia Court Apartments II Subdivision **DATE:** June 2, 2023

REVIEW: Preliminary (comments plans dated 5-4-2023)

PLAT

1. Signature from P.E. & RPLS is required.

SITE PLAN

1. Include details pertaining to paving, water, sewer, and storm if applicable.
2. Provide additional gate valves as shown on redlines.
3. Call out 6”-inch sewer service on utility layout.
4. Include street light layout if applicable.
5. Include fiber optics layout if applicable.

DRAINAGE

1. Stabilize detention areas using sod or hydromulch.
2. Drainage plan to be reviewed and approved at building permit phase.
3. Perimeter fence for detention ponds may be required for depths greater than 3’-ft.
4. Change 18 -inch bleeder into an 8”-inch PVC line.

CONSTRUCTION SCHEDULE

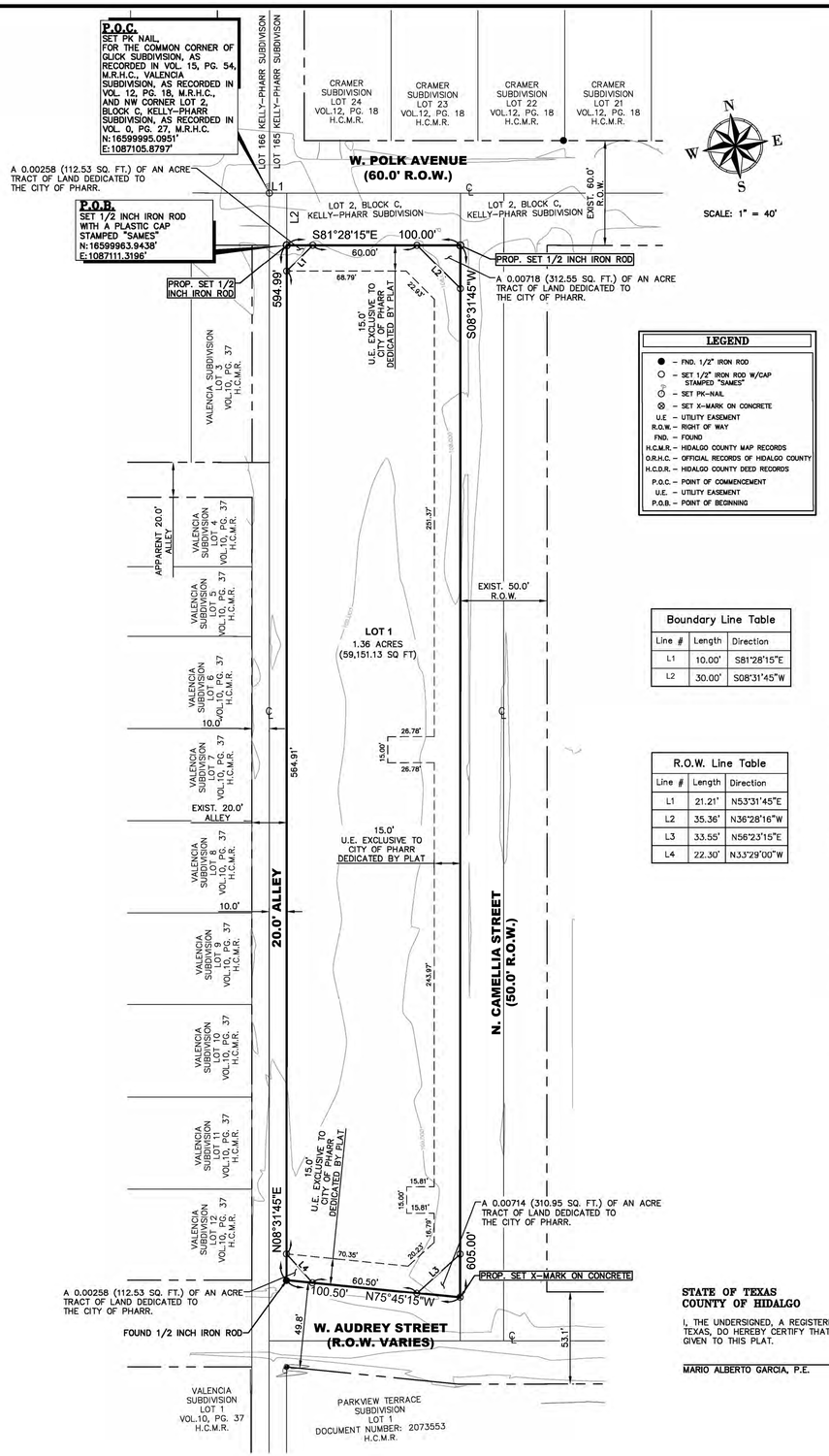
- The contractor shall provide a construction schedule for the above-mentioned subdivision.

CLOSEOUT DOCUMENTS

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

ADDITIONAL COMMENTS

- **PRIOR TO SUBMITTING PRECONSTRUCTION PLANS, FIELD VERIFY ALL UTILITY TIE-INS FOR WATER, SEWER, AND STORM LINES.**
- Access road must follow City of Pharr standards for paving.
- Testing may be required for concrete, paving and backfilling items.
- Curb and gutter must meet design strength of 3000 psi and must include 3 #3 continuous rebar.
- Sidewalk must meet design strength of 3000 psi and must follow City design standard and ADA guidelines.
- Driveway shall have a design strength of 4000 psi and concrete drive shall meet the appropriate design strength to prevent damage. Must follow City design standard and ADA guidelines.
- Drainage headwall shall include a footing on top and shall be a minimum 18 inches long.
- Headwall width from edge to edge of discharge pipe shall be 18 inches minimum.
- Gate valve concrete collar dimensions shall be 30 inches x 30 inches x 6 inches.
- Proposed fire hydrants shall be 6 feet from back of curb.
- Fire hydrant detail preferred brand Mueller factory yellow. (Note: connection from hydrant to valve box is mechanical joint to mechanical joint and from valve box to watermain is flange to flange). ***UPDATE (Please see attachment pertaining to proposed hydrants)**
- Show all utility crossings that may be present in this site plan.
- Sanitary sewer service wye requires concrete cradle.
- Provide Public Works discharge permit when discharging into City storm system.
- At time of subdivision completion all lots shall be required to provide positive drainage and outfall towards the street.



SCALE: 1" = 40'

LEGEND

●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD W/CAP "STAMPED "SAMES"
	– SET PK-NAIL
	– SET X-MARK ON CONCRETE
U.E.	– UTILITY EASEMENT
R.O.W.	– RIGHT OF WAY
FND.	– FOUND
H.C.M.R.	– HIDALGO COUNTY MAP RECORDS
O.R.H.C.	– OFFICIAL RECORDS OF HIDALGO COUNTY
H.C.D.R.	– HIDALGO COUNTY DEED RECORDS
P.O.C.	– POINT OF COMMENCEMENT
U.E.	– UTILITY EASEMENT
P.O.B.	– POINT OF BEGINNING

Boundary Line Table

Line #	Length	Direction
L1	10.00'	S81°28'15"E
L2	30.00'	S08°31'45"W

R.O.W. Line Table

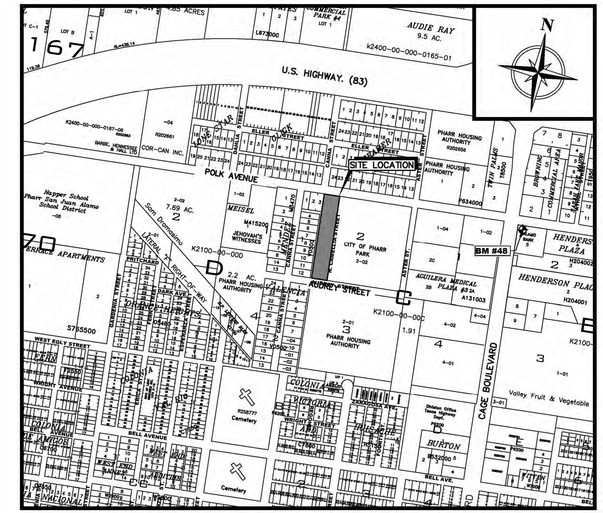
Line #	Length	Direction
L1	21.21'	N53°31'45"E
L2	35.36'	N36°28'16"W
L3	33.55'	N56°23'15"E
L4	22.30'	N33°29'00"W

SURVEY NOTES:

1. BASIS OF BEARING AS PER THE SOUTH RIGHT OF WAY LINE OF POLK AVENUE, CRAMER SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 12, PAGE 18, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE (4205) ADJUSTMENT OF 2011, US SURVEY FEET, GRID, BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.
3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

GENERAL NOTES:

1. FLOOD ZONE CLASSIFICATION: "B" – AREAS BETWEEN LIMITS OF THE 100–YEAR 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 AREA PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY–PANEL NUMBER: 480347 0005 C
   MAP REVISED: DATE: OCTOBER 19, 1982
2. BENCHMARK: CITY OF PHARR
   MONUMENT No. 48 LOCATED ALONG THE SOUTH R.O.W. LINE OF EAST POLK AVENUE, APPROXIMATELY 250 FEET FROM INTERSECTION WITH NORTH CAGE BOULEVARD. HAVING A COORDINATE OF N: 16599725.603 E: 1088673.177 AND AN ELEVATION OF 108.81'.
3. MINIMUM SETBACKS AS PER CITY ORDINANCE.
4. ALL INTERIOR LOT CORNERS WILL BE MARKED BY A SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED SAMES.
5. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE ADJACENT TOP OF CURB OR CROWN OF ROAD, WHICHEVER IS GREATER.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.1513–ACRES AND A VOLUME OF 0.301–ACRE FEET (13,147.00 CUBIC FEET) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY BE REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
8. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
9. A 5' SIDEWALK WITH ADA RAMPS AND LANDING SHALL BE CONSTRUCTED ALONG ALL STREETS AT BUILDING PERMIT PHASE.
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
13. OWNER(S) AND/OR HOA TO MAINTAIN R.O.W., DETENTION AREA, AND PERIMETER OF ENTIRE SUBDIVISION.



LOCATION MAP SCALE: 1" = 500'

CAMELLIA COURT APARTMENTS II

METES AND BOUNDS

A 1.37 (59,999.57 SQ. FT.) ACRE GROSS; 1.36 (59,151.13 SQ. FT.) ACRE NET; TRACT OF LAND OUT OF LOT 2, BLOCK C, KELLY–PHARR SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 27, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO PHARR HOUSING AUTHORITY, AS RECORDED IN VOLUME 1117, PAGE 401, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A SET PK NAIL, FOR THE COMMON CORNER OF GLICK SUBDIVISION, AS RECORDED IN VOL. 15, PG. 54, M.R.H.C., VALENCIA SUBDIVISION, AS RECORDED IN VOL. 10, PG. 37, M.R.H.C., CRAMER SUBDIVISION, AS RECORDED IN VOL. 12, PG. 18, M.R.H.C., AND A LOT 2, BLOCK C, KELLY–PHARR SUBDIVISION, AS RECORDED IN VOL. 0, PG. 27, M.R.H.C., ALSO BEING ON THE INTERSECTION OF THE CENTER LINE OF WEST POLK AVENUE (HAVING A 60.00' R.O.W.) AND THE CENTERLINE OF NORTH CANNA STREET (HAVING A 50.00' R.O.W.) THENCE; SOUTH 81°28'15" EAST, ALONG THE COMMON LINE OF SAID CRAMER SUBDIVISION AND LOT 2, BLOCK C, OF SAID KELLY–PHARR SUBDIVISION, ALSO BEING THE CENTER LINE OF SAID WEST POLK AVENUE, A DISTANCE OF 10.00 FEET, TO A POINT, THENCE; SOUTH 08°31'45" WEST, A DISTANCE OF 30.00 FEET, ALSO BEING ON THE EAST LINE OF AN APPARENT ALLEY (HAVING A 10.00 FEET R.O.W.), FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF E=1087111.3196', N=16599963.9438';

THENCE; SOUTH 81°28'15" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID POLK AVENUE, A DISTANCE OF 100.00 FEET, TO A SET 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", FOR THE WEST LINE OF A TRACT OF LAND CONVEYED TO CITY OF PHARR, TEXAS, AS RECORDED IN DOCUMENT NUMBER 13601, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS, ALSO BEING ON THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SAID WEST POLK AVENUE AND THE WEST RIGHT OF WAY LINE OF NORTH CAMELLIA STREET (HAVING A 50.00 FEET R.O.W.), FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°31'45" WEST, ALONG THE WEST LINE OF SAID TRACT OF LAND CONVEYED TO CITY OF PHARR, TEXAS, ALSO BEING ON THE WEST LINE OF SAID NORTH CAMELLIA STREET, A DISTANCE OF 605.00 FEET, TO A SET X–MARK ON CONCRETE, FOR THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID NORTH CAMELLIA STREET AND THE NORTH RIGHT OF WAY LINE OF WEST AUDREY STREET (HAVING A VARIABLE R.O.W.), FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 75°45'15" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST AUDREY STREET, A DISTANCE OF 100.50 FEET, TO A FOUND 1/2 INCH IRON ROD, FOR THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID WEST AUDREY STREET (HAVING A VARIABLE R.O.W.) AND THE EAST RIGHT OF WAY LINE OF SAID APPARENT ALLEY, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 08°31'45" EAST, ALONG THE EAST LINE OF SAID APPARENT ALLEY, A DISTANCE OF 594.99 FEET, TO THE POINT OF BEGINNING, CONTAINING A 1.37 (59,999.57 SQ. FT.) ACRE GROSS; 1.36 (59,151.13 SQ. FT.) NET; TRACT OF LAND, MORE OR LESS.

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E. — DATE
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE ____ DAY OF _____, 20__.

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

PRESIDENT — ATTEST: SECRETARY

MAYOR'S CERTIFICATION

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

DR. AMBROSIO HERNANDEZ — DATE — ATTEST: CITY CLERK — DATE
MAYOR, CITY OF PHARR

STATE OF TEXAS
COUNTY OF HIDALGO

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

MARIO ALBERTO GARCIA, P.E. — NO. 137503 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS **"CAMELLIA COURT APARTMENTS II"** TO THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME(S) IS(ARE) SUBSCRIBED HERETO, DOES(DO) HEREBY SUBDIVIDE SUCH PROPERTY TO BE PRIVATE ALL STREETS, ALLEYS, PARKS, DRAINS AND WATER COURSES, AND DO HEREBY GRANT AN EASEMENT TO THE CITY OF PHARR AND THOSE AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ASSETS OF THE CITY AND UTILITIES OPERATIONS UNDER FRANCHISE OF THE CITY OF PHARR.

EXECUTIVE DIRECTOR:_____ — DATE
PHARR HOUSING AUTHORITY
104 W POLK AVE
PHARR , TEXAS 78577
HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, NOEL DE LEON, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

PLANNING & ZONING COMMISSION CERTIFICATION

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

APPROVED THIS THE ____ DAY OF _____, 20____.

DANNY WYLIE, CHAIRMAN
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

LEO L. RODRIGUEZ, JR., R.P.L.S. — NO. 2448 — DATE

STATE OF TEXAS — REGISTERED — LEO L. RODRIGUEZ, JR. — 2448 — PROFESSIONAL LAND SURVEYOR

COUNTY COURT — COUNTY OF HIDALGO, TEXAS

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

ON: _____ AT _____ AM/PM.

INSTRUMENT NUMBER_____
OF MAP RECORD OF HIDALGO COUNTY TEXAS.

BY: _____ DEPUTY.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	PHARR HOUSING AUTHORITY	104 W POLK AVE	PHARR , TEXAS 78577	(956) 783–1316	NONE
ENGINEER:	MARIO ALBERTO GARCIA, P.E.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702–8880	(956) 702–8883
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702–8880	(956) 702–8883

DATE OF PREPARATION: August 27, 2024

SHEET 01 OF 03

SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702–8880
McALLEN, TEXAS 78501 FAX: (956) 702–8883
TEX. REG. ENGINEERING FIRM F–10602
TEX. REG. SURVEYING FIRM No. 101416–00

Proposed Subdivision
Camellia Court Apartments II
SAMES Engineering

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Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development
Future Land Use
FUTURELAND
Irrigation
Agriculture
Single Family Res.
Multi-Family Res.
Manufactured Homes
Industrial
Commercial
Public/Semi Public
ROW
Parks
Subject Property

City of Pharr, Texas
Engineering Department
956.702.5355

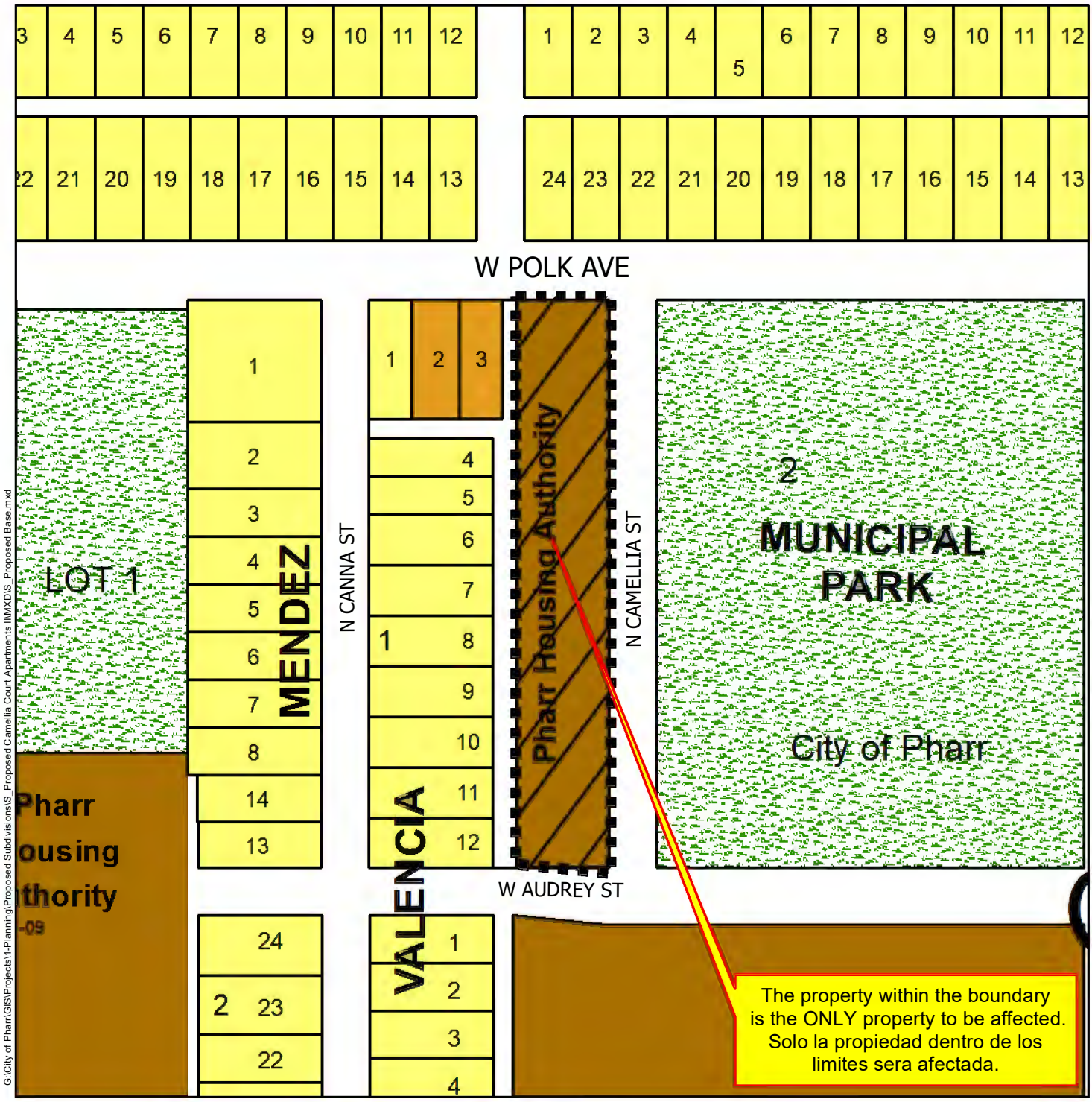
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 6/1/2023

Proposed Subdivision
Camellia Court Apartments II
SAMES Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
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Scale: 1 inch = 150 feet

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N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 6/1/2023

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Pharr
Development Services

Site Photo

900 Block of North Camellia Street

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.
DATE SUBMITTED: October 16, 2024
MEETING DATE: October 21, 2024

FROM: Kimberly Mendoza, Development Services Director

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 55.97 acres of land and right-of-way out of the Narciso Cabazos Survey, Abstract No. 30, generally located on South Veterans Boulevard and State Highway 365, and along the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. ***(1st Reading)*** **This item supports EV - Economic Vitality.**

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

Issue: This item is the 1st 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 55.97 acres of land and right-of-way out of the Narciso Cabazos Survey, Abstract No. 30, generally located on South Veterans Boulevard and State Highway 365, and along the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, 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:

Kimberly Mendoza	Created/Initiated - 10/16/2024
Ricardo Rodriguez	Approved - 10/16/2024
City Management Office	Final Approval - 10/17/2024

O-2024-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 55.97 ACRES OF LAND AND RIGHT OF WAY OUT OF THE NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, GENERALLY LOCATED ON SOUTH VETERANS BOULEVARD AND STATE HIGHWAY 365, AND ALONG THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, 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 55.97 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,767.17 acres (24.63 square miles) as of May 20, 2024; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, October 21, 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 55.97 acres for a total of approximately 15,823.09 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 21st day of October 2024.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

_____

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of November 2024.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

ATTEST:

MAYOR

_____

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on the 18th day of November 2024.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ

ATTEST:

MAYOR

_____

IMELDA PEREZ, 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, October 21, 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 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.*

- *A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, 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 8th day of October 2024, at 12:00 p.m. and in the City of Pharr website (www.pharr-tx.gov).

CITY OF PHARR
PHARR, TEXAS

Imelda Perez, City Clerk

RESOLUTION NO. R-2024-57

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 49.49 ACRE TRACT SITUATED IN PORCION 71 NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98 BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD,IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the owner(s) of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Commission finds that the subject property may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.

B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

B. On Monday, October 21, 2024, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF OCTOBER 2024

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, 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

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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.

PATRICK MOORE
Notary Public, State of Texas
ID# 13128165-5
My Commission Expires
09-15-2021

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 "RGEC" 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;

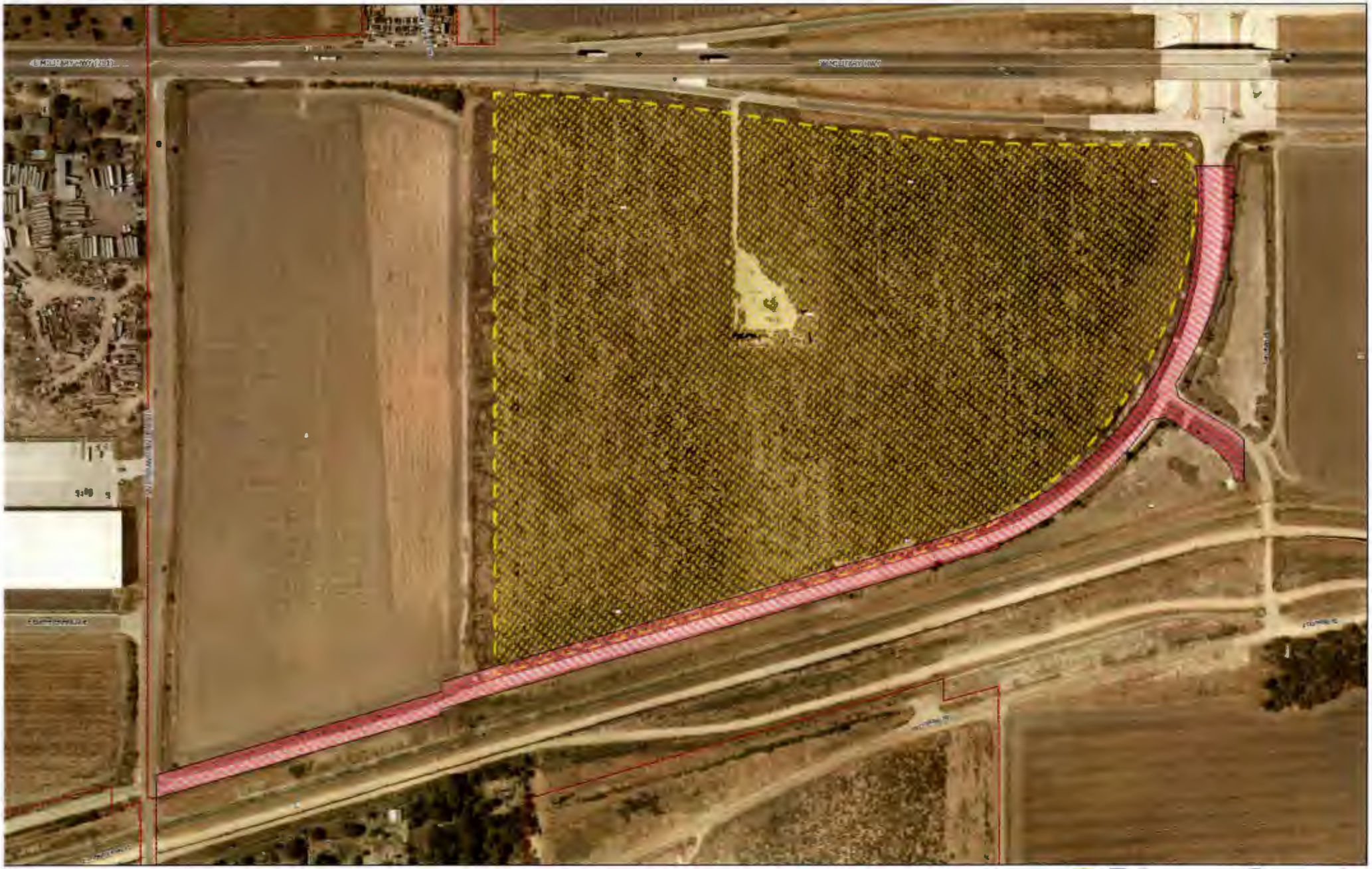
In an easterly direction, along said curve to the right, having a central angle of 08 degrees, 02 minutes, 39 seconds, a radius of 5,974.23 feet, an arc distance of 838.77 feet, and a chord bearing South 85 degrees, 39 minutes, 55 seconds East, a distance of 838.08 feet to the end of said curve;

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.



Legend

- Pharr City Limit
- HCRMA
- HCRMA_HWY

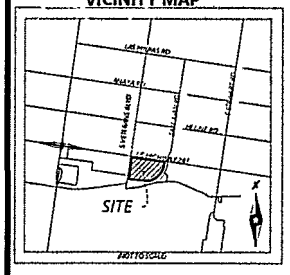
Scale: 1:1,200

Pharr Engineering

Property Description

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

VICINITY MAP



SCH. B EXCEPTIONS

The following items correspond to the numbering system of the above mentioned title commitment

10 The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or state the exceptions.)

a. Easement created in instrument executed by E E Zwerg and J A Grupe to State of Texas dated July 16, 1948 filed July 20, 1948 recorded in Volume 648, Page 312, Real Property Records, Hidalgo County Texas. Does not affect subject property, original US Highway 281 Deed.

f. Intentionally Deleted

g. Intentionally Deleted

h. Intentionally Deleted

Water Line Easement created in instrument executed by LVS Family Limited Partnership to Hidalgo County Regional Mobility Authority, dated March 3, 2015, filed April 21 recorded in 2015-1952963, Real Property Records Hidalgo County Texas. Does not affect subject property.

j. Intentionally Deleted

k. Intentionally Deleted

Terms and provisions of Interconversion Agreement by and between LVS Development, LLC and MKP Partners, LLC dated March 3, 2021 filed March 3, 2021, recorded in 2199152 Real Property Records, Hidalgo County Texas. Blanket in nature, not plottable

m. Easement and conditions as shown on the Map recorded in Volume 1, Page 45 and Volume 3, Page 52 both in Map Records of Hidalgo County Texas. Blanket in nature, not plottable

n. Intentionally Deleted

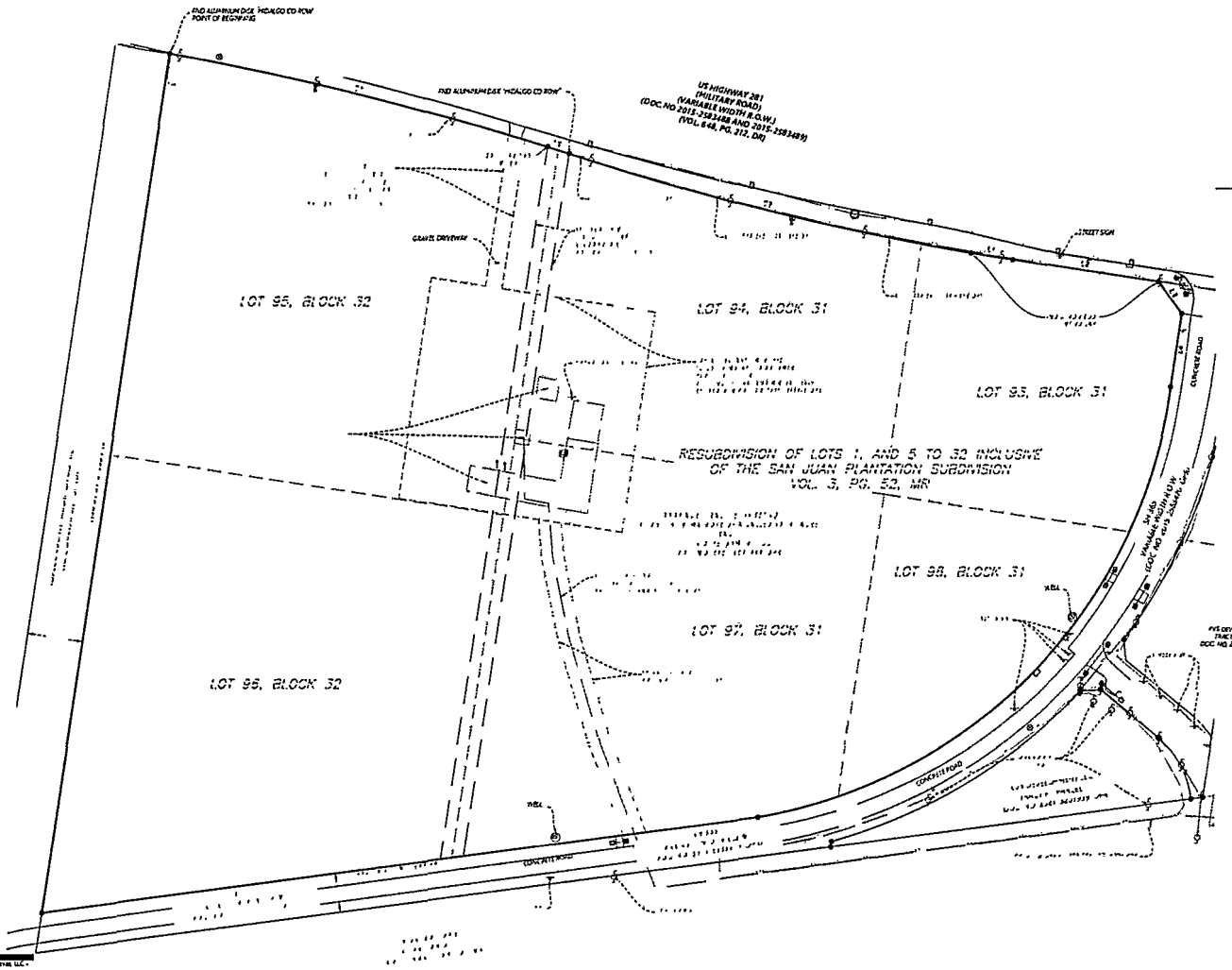
o. Statutory rights, rules and regulation in favor of Hidalgo County Drainage District #1 pursuant to resolution sections of Texas Water Code. Blanket in nature, not plottable

p. Intentionally Deleted

r. Any part of the tracts described property being within canal right of way claimed as the sample by Hidalgo County Irrigation District No. 2.

s. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra territorial jurisdiction of said property.

t. Intentionally Deleted



LEGEND

	NATURAL GAS VALVE		STORM SEWER
	WELL		CURB & GUTTER
	HAND HOLE/JUNCTION BOX		GAS LINE
	SIGN (AS NOTED)		POWER OVERHEAD
	BOLLARD POST		FIBER OPTIC
	STREET LIGHT		FENCE LINE
	NATURAL GAS BUS/SERVICE		CONCRETE SURFACE
	POWER POLE		ASPHALT SURFACE
	GATE VALVE		FOUND MONUMENT (SEE LABEL)
	GUY WIRE		SET 1/2" IRON ROD W/ ORANGE CAP "WESTWOOD" UNLESS OTHERWISE NOTED
	STEEL/WOOD POST	OPR	HIDALGO COUNTY OFFICIAL PUBLIC RECORDS
	RIGHT-OF-WAY LINE	MR	HIDALGO COUNTY MAP RECORDS
	SIGN	DR	HIDALGO COUNTY DEED RECORDS
	SEWER MANHOLE		
	CURB INLET		

TABLE A ITEMS

1. Monuments placed at all major corners of the boundary of the property.
2. The subject property has not been assigned an address, but has frontage on US Highway 281 and SH 365.
3. The foregoing property is located within Zone C according to FEMA FIRM Panel No. 48033405008, dated January 2, 1981. Zone C is not within a 100-year flood zone.
4. Subject tract area is 49.4909 acres, or 2,155,827 square feet.
7(a). No buildings were found on site.
8. Substantial features observed in the process of conducting the survey are shown hereon.
11(a). Evidence of underground utilities existing on or serving the surveyed property as determined by Texas811 Ticket No. 2257523025, and 2257520768 placed on March 16, 2022. Utilities notified were AEP Texas, AT&T, Valley Telephone Coop Inc, and Windstream.
13. Names of adjoining owners of platted lands according to current public records are shown hereon.
16. No evidence of earth moving work and construction was found on site.
18. All plottable offsite easements or servitudes disclosed in documents provided or obtained are shown hereon.

CERTIFICATION

To MajesticAVS Partners Phase I, LLC, First National Title Insurance Company, and Capital Title of Texas, LLC - Data Center:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 11(a), 13, 16, and 18 of Table A thereof. The field work was completed on 06/06/2022.

Ethan C. Oelke R.P.L.S. Date: 01/20/2023
Texas License No. 6826, Expires on 12/31/2023
ethan.oelke@westwoodps.com

STATE OF TEXAS REGISTERED ETHAN C. OELKE 6826 PROFESSIONAL LAND SURVEYOR

Line Table		
Line #	Length	Direction
L1	76.18'	S1°55'33"E
L2	200.32'	S1°55'33"E
L3	75.70'	S1°55'33"E
L4	132.34'	N88°34'22"W
L5	20.13'	S1°25'28"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	200.28'	1969.93'	5°49'13"D"	S4°47'59"E	199.88'
C2	74.13'	1336.17'	3°18'18"D"	S3°18'18"E	74.13'
C3	1548.49'	902.63'	98°28'49"A"	S49°35'14"W	1367.96'

GENERAL NOTES

1. Bearings are based on the North American Datum of 1983 (2011 Adjustment), Texas State Plane Coordinate System for the South Zone, 4205.
2. This survey was completed using Title Commitment File No. 23-06583-DC, with effective date November 4, 2022, provided by First National Title Insurance Company.
3. Reference field note description prepared the same date.

N

1" = 100'

0' 100' 200' 300'

PROJECT NO.	187519.00
CHECKED	ECO
DRAWN	PFC
FIELD CREW	VMA, SI, MJG
FIELD WORK DATE:	06/06/22

INITIAL ISSUE 12/6/2022
REVISION 01/20/2023 - CORRECTED BLOCK NUMBER FOR LOTS 93, 94, 97, AND 98

PREPARED FOR: Majestic Realty

EXHIBIT OF: ALTA/NSPS LAND TITLE SURVEY

A 49.49 ACRE TRACT OUT OF LOTS 93, 94, 97, AND 98, BLOCK 31, LOTS 95 AND 96, BLOCK 32, 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 VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, BEING THE REMAINDER OF A CALLED 50.781 ACRE "TRACT B", RECORDED IN DOCUMENT NO. 2021-3201939, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS
HIDALGO COUNTY, TEXAS

Westwood
Phone (512) 236-1709 (713) 937-5160
Toll Free
211 North Loop 1604 East, Suite 210 San Antonio, TX 78232
westwoodps.com
Westwood Professional Services, Inc. TBPLS Firm No. 10046300

SHEET NUMBER: 1 OF 1

DATE: 01/20/2023

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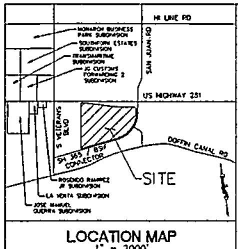
N:\0187519.00\1 PROJECT DATA\DWG\SURVEY\0015795V-ALTA-221205.DWG

PLAT OF MAJESTIC INTERNATIONAL TRADE PORT: PHASE 1A SUBDIVISION

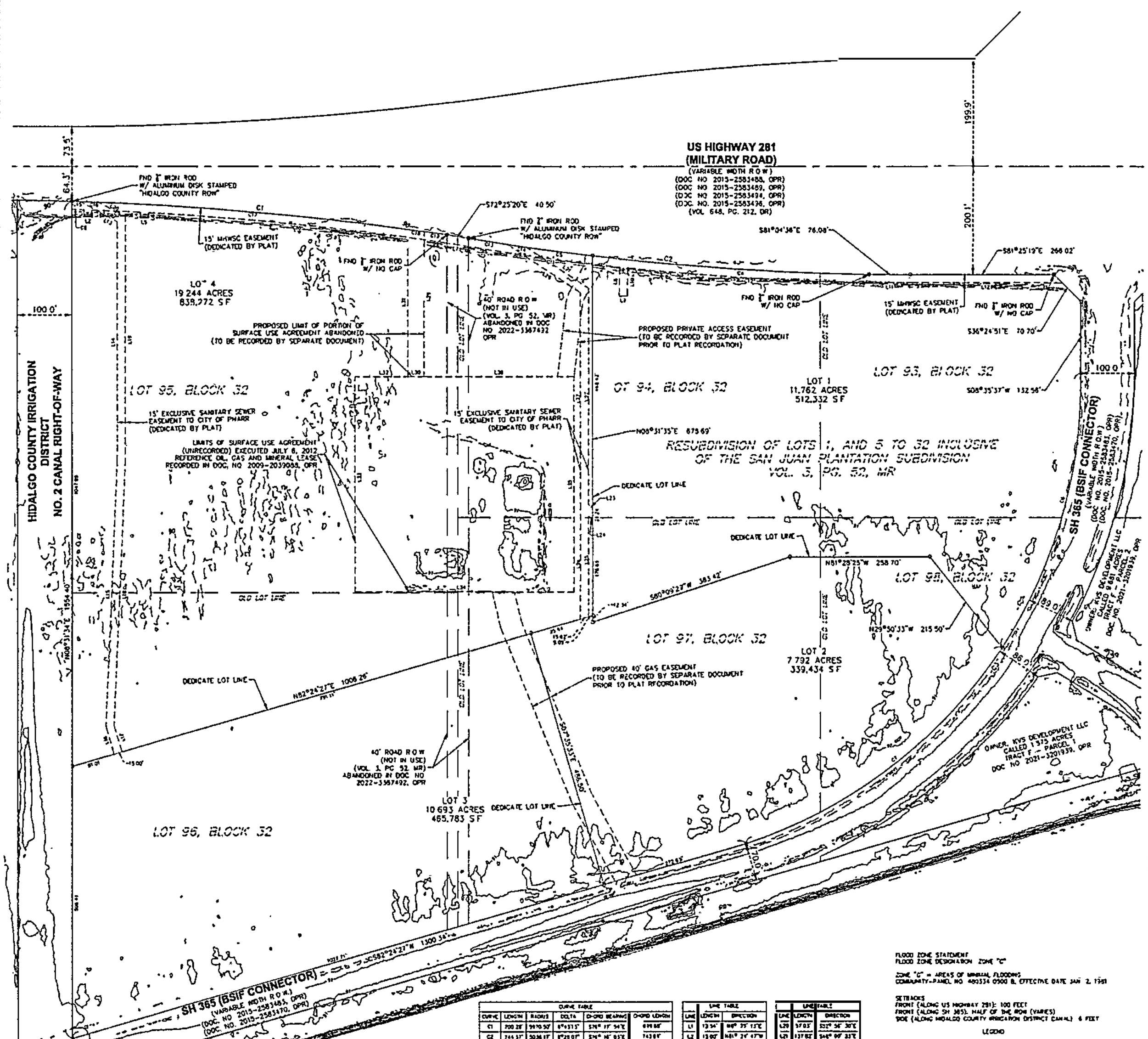
A 49.49 ACRE TRACT OUT OF LOTS 93, 94, 97, AND 98, BLOCK 31, LOTS 95 AND 96, BLOCK 32, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1 AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, BEING THE REMAINDER OF A CALLED 50.781 ACRE "TRACT E", RECORDED IN DOCUMENT NO. 2021-3201938, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS



LOCATION MAP
1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

MAJESTIC INTERNATIONAL TRADE PORT, PHASE 1A SUBDIVISION IS LOCATED WITHIN 1 MILE OF THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF PHARR, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF PHARR AND HIDALGO COUNTY PLANNING DEPARTMENT



METES AND BOUNDS DESCRIPTION

A 49.49 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 93, 94, 97, AND 98, BLOCK 31, LOTS 95 AND 96, BLOCK 32, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RESUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOLUME 3, PAGE 52, HIDALGO COUNTY MAP RECORDS. SAID 49.49 ACRE TRACT ALSO BEING THE REMAINING PORTION OF A CALLED 50.781 ACRE TRACT "E", RECORDED IN DOCUMENT NO. 2021-3201933, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS. IN ALL, SAID 49.49 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM DISK STAMPED "HIDALGO COUNTY ROW" FOUND AT THE INTERSECTION OF THE EAST LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY (100-FOOT WIDE) AND THE SOUTH LINE OF US HIGHWAY 281, ALSO KNOWN AS MILITARY ROAD, A VARIABLE-WIDTH RIGHT-OF-WAY, ALSO BEING ON THE WEST LINE OF SAID LOT 95, FOR THE NORTHWEST CORNER OF SAID TRACT "E" AND THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE SOUTH LINE OF SAID US HIGHWAY 281, THE FOLLOWING COURSES:

ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 700.23 FEET, A RADIUS OF 5970.50 FEET, A DELTA OF 06° 43' 13", AND A CHORD BEARING AND DISTANCE OF S 76° 17' 54" E, 699.88 FEET TO A 5/8" IRON ROD FOUND FOR A POINT OF TANGENCY ON THE WEST LINE OF SAID 40-FOOT ROAD (NOT IN USE);

CROSSING SAID 40-FOOT ROAD (NOT IN USE), S 72° 25' 20" E, PASSING THE COMMON EAST LINE OF SAID LOT 95 AND WEST LINE OF SAID LOT 94, AND CONTINUING IN ALL A TOTAL DISTANCE OF 40.50 FEET TO AN ALUMINUM DISK STAMPED "HIDALGO COUNTY ROW" FOUND ON THE EAST LINE OF SAID 40-FOOT ROAD AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG THE ARC OF SAID CURVE, HAVING AN ARC LENGTH OF 744.37 FEET, A RADIUS OF 5036.17 FEET, A DELTA OF 08° 28' 07", AND A CHORD BEARING AND DISTANCE OF S 76° 16' 03" E, PASSING THE COMMON EAST LINE OF SAID LOT 94 AND WEST LINE OF SAID LOT 93, AND CONTINUING IN ALL A TOTAL DISTANCE OF 743.69 FEET TO A 5/8" IRON ROD FOUND FOR A POINT OF TANGENCY;

S 81° 04' 38" E, 76.08 FEET TO A ½" IRON ROD SET WITH "WESTWOOD 6530" CAP FOR AN ANGLE POINT;

S 81° 25' 19" E, 266.02 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTH CUTBACK CORNER OF THE INTERSECTION OF SAID US HIGHWAY 281 AND SH 365, A VARIABLE WIDTH RIGHT-OF-WAY, RECORDED IN DOCUMENT NOS 2015-2583470 AND 2015-2583483, SAID OFFICIAL PUBLIC RECORDS, AND

S 36° 24' 51" E, 70.70 FEET TO A ½" IRON ROD SET WITH "WESTWOOD 6530" CAP FOR THE SOUTH CUTBACK CORNER OF THE INTERSECTION OF SAID US HIGHWAY 281 AND SAID SH 365;

THENCE, ALONG THE EAST AND SOUTH LINES OF SAID SH 365, THE FOLLOWING COURSES:

S 08° 35' 37" W, 132.56 FEET TO A ½" IRON ROD SET WITH "WESTWOOD 6530" CAP FOR A POINT OF CURVATURE AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG THE ARC OF SAID CURVE, HAVING AN ARC LENGTH OF 1146.49 FEET, A RADIUS OF 902.65 FEET, A DELTA OF 72° 46' 24", AND A CHORD BEARING AND DISTANCE OF S 43° 55' 14" W, PASSING THE COMMON SOUTH LINE OF SAID LOT 93 AND NORTH LINE OF SAID LOT 98, THEN PASSING THE COMMON WEST LINE OF SAID LOT 98 AND EAST LINE OF SAID LOT 97, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1070.96 FEET TO A ½" IRON ROD SET WITH "WESTWOOD 6530" CAP FOR A POINT OF TANGENCY, AND

S 82° 24' 27" W, PASSING THE EAST LINE OF SAID 40-FOOT ROAD (NOT IN USE), THE COMMON WEST LINE OF SAID LOT 97 AND EAST LINE OF SAID LOT 96, AND THE WEST LINE OF SAID 40-FOOT ROAD, RESPECTIVELY, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1300.34 FEET TO A ½" IRON ROD SET WITH "WESTWOOD 6530" CAP ON THE COMMON EAST LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL AND WEST LINE OF SAID TRACT "E", ALSO BEING THE WEST LINE OF SAID LOT 96, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, ALONG THE AFOREMENTIONED COMMON LINE, N 00° 31' 34" E, PASSING THE COMMON NORTH LINE OF SAID LOT 96 AND SOUTH LINE OF SAID LOT 95, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1554.40 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL, 2,155,827 SQUARE FEET OF LAND OR 49.49 ACRES, MORE OR LESS

PRINCIPAL CONTACTS

OWNER
KVS DEVELOPMENT, LLC
2001 S. CYNTHIA STREET, SUITE C
MCALLEN, TEXAS 78503

SURVEYOR AND ENGINEER
WESTWOOD PROFESSIONAL SERVICES
211 NORTH LOOP 1604 EAST, SUITE 205
SAN ANTONIO, TEXAS 78232
(210)-265-8300

Detention Storage Volume:					
	Lot 1 (11,762 ac)	Lot 2 (7,792 ac)	Lot 3* (10,693 ac)	Lot 4 (19,244 ac)	Overall Site Total (49.49 ac)
Required Volume (cf)	192,983	127,832	175,425	315,708	811,912
Provided Volume (cf)	217,879	163,361	32,852	849,208	863,186

*Note: Lots 1-4 [illegible] to provide the required detention storage volume.

To [illegible] the on-site ponds, the Owner will implement CCAR's [illegible] to the City's request.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	700.23'	5970.50'	6°43'13"	S76° 17' 54"E	699.88'
C2	744.37'	5036.17'	8°28'07"	S76° 16' 03"E	743.69'
C3	1146.49'	902.65'	72°46'24"	S43° 55' 14"W	1070.96'
C4	912.33'	5036.17'	10°22'43"	S77° 15' 15"E	911.11'
C5	123.16'	5036.17'	1°24'04"	S73° 30' 19"E	123.16'
C6	537.30'	902.65'	34°06'18"	N26° 35' 11"E	529.40'
C7	609.19'	902.65'	38°40'05"	N60° 58' 23"E	597.69'
C8	21.82'	5955.50'	0°12'36"	N79° 32' 56"W	21.82'
C9	90.00'	5955.50'	0°52'18"	N78° 51' 30"W	90.00'
C10	355.53'	5955.50'	3°25'40"	N73° 36' 40"W	355.33'
C11	283.09'	5051.17'	3°16'02"	N73° 39' 03"W	253.05'
C12	446.46'	5051.17'	5°03'54"	N73° 56' 16"W	446.32'
C13	73.47'	5036.17'	0°50'09"	S72° 27' 02"E	73.47'
C14	35.61'	5036.17'	0°24'10"	S73° 54' 11"E	35.61'
C15	19.95'	5970.50'	0°36'51"	S73° 35' 02"E	19.95'
C16	33.75'	5970.50'	0°19'25"	S79° 28' 54"E	33.75'
C17	577.66'	5970.50'	5°32'36"	S76° 24' 50"E	577.43'
C18	30.39'	5970.50'	0°17'30"	S73° 39' 47"E	30.39'
C19	42.36'	5970.50'	0°24'44"	S73° 08' 40"E	42.36'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	13.34'	N8° 35' 13"E
L2	15.00'	N81° 24' 47"W
L3	15.00'	S8° 35' 13"W
L4	10.42'	N8° 35' 13"E
L5	15.00'	N81° 24' 47"W
L6	9.35'	S8° 35' 13"W
L7	40.38'	N72° 25' 20"W
L8	53.19'	N9° 47' 44"E
L9	15.00'	N80° 12' 16"W
L10	31.93'	S9° 47' 44"W
L11	78.20'	N81° 04' 38"W
L12	261.06'	N81° 25' 19"W
L13	78.31'	N52° 56' 30"W
L14	445.36'	N8° 35' 13"E
L15	490.24'	N11° 00' 11"E
L16	34.57'	N7° 35' 33"W
L17	32.11'	S7° 35' 33"E
L18	488.10'	S11° 00' 11"W
L19	454.83'	S8° 35' 13"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L20	57.05'	S32° 56' 30"E
L21	137.82'	S48° 00' 23"E
L22	400.93'	S8° 35' 13"W
L23	10.09'	S36° 24' 47"E
L24	10.73'	N36° 24' 47"W
L25	190.55'	S8° 35' 13"W
L26	206.98'	N8° 35' 13"E
L27	395.96'	N8° 35' 13"E
L28	181.83'	N48° 00' 33"W
L29	248.94'	S8° 35' 35"W
L30	30.10'	N81° 24' 25"W
L31	273.13'	N8° 35' 35"E
L32	98.40'	S81° 24' 25"E
L33	398.30'	N8° 35' 35"E
L34	406.90'	N81° 24' 25"W
L35	398.30'	S8° 35' 35"W
L36	278.40'	S81° 24' 25"E

FLOOD ZONE STATEMENT
FLOOD ZONE DESIGNATION: ZONE "C"

ZONE "C" = AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL NO. 480334 0500 B, EFFECTIVE DATE JAN. 2, 1981

SETBACKS
FRONT (ALONG US HIGHWAY 281): 100 FEET
FRONT (ALONG SH 365): HALF OF THE ROW (VARIES)
SIDE (ALONG HIDALGO COUNTY IRRIGATION DISTRICT CANAL): 6 FEET

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
SF	SQUARE FEET
—●—	FOUND MONUMENT AS NOTED
—○—	SET 1/2" IRON RODS WITH ORANGE PLASTIC CAP STAMPED "WESTWOOD" UNLESS OTHERWISE NOTED

PRELIMINARY SUBMITTAL
FOR REVIEW ONLY 11/01/2023
THIS DOCUMENT SHALL NOT BE RELIED
ON FOR RECORDING OR ANY OTHER
INTENDED USE

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. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88, GEOID18.
3. ALL CORNERS DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREON 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.
4. THIS PLAT WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.
5. THIS PLAT IS SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO.
6. MINIMUM FINISHED FLOOR ELEVATION: 18" ABOVE ADJACENT TOP OF CURB OR CROWN OF ROAD, WHICHEVER IS GREATER.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.
9. SITE BENCHMARK: MAG NAIL AND WASHER IN CONCRETE CURB ISLAND AT INTERSECTION OF SH 365 AND US HIGHWAY 281. N=16,558,445.54', E=1,090,979.86', ELEVATION=91.45'
10. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. DEVELOPER REQUIRED TO INSTALL WHEELCHAIR RAMPS AND LANDINGS AT TIME OF SUBDIVISION CONSTRUCTION.
13. LOTS 1 THROUGH 4 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 4 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
14. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
15. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
16. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
17. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 3.872 ACRES AND A VOLUME OF APPROXIMATELY 18.641 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
18. OWNERS TO MAINTAIN DETENTION/RETENTION AREAS.
19. OWNERS TO MAINTAIN ROW AND PERIMETER OF SUBDIVISION.
20. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
21. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX S COUNTY CONSTRUCTION SPECIFICATIONS 31.4.
22. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
23. THE OWNER WILL IMPLEMENT CCAR'S SPECIFIC TO THE CITY'S REQUEST.
24. IF THE SUBDIVISION IS ANNEXED INTO THE CITY OF PHARR, THEN THE CITY OF PHARR ORDINANCE WILL APPLY.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 19 CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 19 ON THIS, THE ____ DAY OF ____ 2023.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 19 RIGHTS OF WAY OR EASEMENTS.

____
PRESIDENT

____
ATTEST
SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

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

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

______________ ATTEST ______________
PRESIDENT SECRETARY

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

____
EDWARD C. OCLES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6121

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

____
R. GREGORY GOMEZ
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO. 118740

STATE OF TEXAS §
COUNTY OF HIDALGO §

WE, KVS DEVELOPMENT, LLC, AS OWNERS OF THE 49.49 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAJESTIC INTERNATIONAL TRADE PORT PHASE 1A SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032, AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

____
KVS DEVELOPMENT, LLC
2001 S. CYNTHIA STREET, SUITE C
MCALLEN, TEXAS 78503

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ________ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND & SEAL OF OFFICE THIS ____ DAY OF ____________, 2023.

____
NOTARY PUBLIC
HIDALGO COUNTY, TEXAS

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MAJESTIC INTERNATIONAL TRADE PORT PHASE 1A SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON ____________

______________________ ________
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

APPROVED THIS THE ____ DAY OF __________ 2023

____
DANNY WYLIE
CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE, THIS THE ____ DAY OF ____ 2023.

____
ATTESTED: SECRETARY, CITY OF PHARR

____
AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MAJESTIC INTERNATIONAL TRADE PORT PHASE 1A SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON THE ____ DAY OF ________ 2023

ATTEST: ______________________ ________
HIDALGO COUNTY JUDGE DATE

______________________ ________
HIDALGO COUNTY CLERK DATE

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

ON ______________ AT ______________ AM/PM

INSTRUMENT NUMBER ______________

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: ______________________ DEPUTY

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: R0039524.00
DATE OF PREPARATION: 11/01/2023

File: H:\0035795.00\1 Project Data\Dwg\Survey\0035795.00v-PRELIM PLAT.dwg

COUNTY OF HIDALGO | 49.49 ACRE TRACT | PROJ. 39524.00
STATE OF TEXAS | | MITP Phase 1A

FIELD NOTE DESCRIPTION of a 49.49 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 93, 94, 97, and 98, Block 31, Lots 95 and 96, Block 32, as shown on the Resubdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, recorded in Volume 3, Page 52, Hidalgo County Map Records, said 49.49 acre tract also being the remaining portion of a called 50.781 acre Tract "E", recorded in Document No. 2021-3201939, Hidalgo County Official Public Records; in all, said 49.49 acre tract being more particularly described as follows:

BEGINNING *at an aluminum disk stamped "HIDALGO COUNTY ROW" found at the intersection of the east line of a Hidalgo County Irrigation District No. 2 canal right-of-way (100-foot wide) and the south line of US Highway 281, also known as Military Road, a variable-width right-of-way, also being on the west line of said Lot 95, for the northwest corner of said Tract "E" and the herein described tract of land;*

THENCE*, along the south line of said US Highway 281, the following courses:*

Along the arc of a non-tangent curve to the right, having an arc length of 700.28 feet, a radius of 5970.50 feet, a delta of 06° 43' 13", and a chord bearing and distance of S 76° 17' 54" E, 699.88 feet to a 5/8" iron rod found for a point of tangency on the west line of a 40-foot road as shown on said plat of San Juan Plantation Subdivision, abandoned in Document No. 2022-3367492, said Official Public Records;

Crossing said abandoned 40-foot road, S 72° 25' 20" E, passing the common east line of said Lot 95 and west line of said Lot 94, and continuing in all a total distance of 40.50 feet to an aluminum disk stamped "HIDALGO COUNTY ROW" found on the east line of said abandoned 40-foot road at the beginning of a tangent curve to the left,

Along the arc of said curve, having an arc length of 744.37 feet, a radius of 5036.17 feet, a delta of 08° 28' 07", and a chord bearing and distance of S 76° 16' 03" E, passing the common east line of said Lot 94 and west line of said Lot 93, and continuing in all a total distance of 743.69 feet to a 5/8" iron rod found for a point of tangency,

S 81° 04' 36" E, 76.08 feet to a ½" iron rod set with "WESTWOOD 6530" cap for an angle point,

S 81° 25' 19" E, 266.02 feet to a 5/8" iron rod found for the north cutback corner of the intersection of said US Highway 281 and SH 365, a variable width right-of-way, recorded in Document Nos. 2015-2583470 and 2015-2583483, said Official Public Records, and

S 36° 24' 51" E, 70.70 feet to a ½" iron rod set with "WESTWOOD 6530" cap for the south cutback corner of the intersection of said US Highway 281 and said SH 365;

***THENCE**, along the east and south lines of said SH 365, the following courses:*

S 08° 35' 37" W, 132.56 feet to a ½" iron rod set with "WESTWOOD 6530" cap for a point of curvature at the beginning of a tangent curve to the right,

Along the arc of said curve, having an arc length of 1146.49 feet, a radius of 902.65 feet, a delta of 72° 46' 24", and a chord bearing and distance of S 43° 55' 14" W, passing the common south line of said Lot 93 and north line of said Lot 98, then passing the common west line of said Lot 98 and east line of said Lot 97, and continuing in all a total distance of 1070.96 feet to a ½" iron rod set with "WESTWOOD 6530" cap for a point of tangency, and

S 82° 24' 27" W, passing the east line of said abandoned 40-foot road, the common west line of said Lot 97 and east line of said Lot 96, and the west line of said abandoned 40-foot road, respectively, and continuing in all a total distance of 1300.34 feet to a ½" iron rod set with "WESTWOOD 6530" cap on the common east line of said Hidalgo County Irrigation District No. 2 Canal and west line of said Tract "E", also being the west line of said Lot 96, for the southwest corner of the herein described tract of land;

***THENCE**, along the aforementioned common line, N 08° 31' 34" E, passing the common north line of said Lot 96 and south line of said Lot 95, and continuing in all a total distance of 1554.40 feet to the **POINT OF BEGINNING**.*

Containing in all, 2,155,827 square feet of land or 49.49 acres, more or less. Bearings based on Texas State Plane Coordinate System for the South Zone, 4205 (NAD83, 2011 Adjustment).

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard. The property is approximately **49.49 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: **KVS Development, LLC, a Texas Limited Liability Company**

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF 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
September 20, 2024 October 7, 2024	Submitted petition for annexation. Resolution to City Commission on accepting petition of annexation	
October 7, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 21, 2024 (14 days)	TLGC 43.0671
October 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on **October 8, 2024 for publication on October 9, 2024.** Post notice of public hearing on city's website and maintain until hearings are complete. **School District notice.** Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing**.
October 9, 2024	Legal Notice for Public Hearing Published for the date of October 21, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 21, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 21, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 4, 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
November 18, 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	

City of Pharr, Texas
Engineering Department
956.402.4221

Legend

- Pharr City Limit
- HCRMA
- HCRMA_HWY

Scale:
1:25,000
0 1,250 2,500 5,000 7,500 10,000 Feet

Pharr Engineering

Pharr
Development Services

VOLUNTARY ANNEXATION PETITION
APPLICATION AND CHECKLIST

Name of Applicant: K.V. Chowdary

Date of Submittal: September 20, 2024

Proposed Acreage to be Annexed: 49.49

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☐
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☐
A copy of the deed showing current ownership.	☐
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 ½" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☐
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

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

93, 94, 97 and 98, 95 & 96

PROPERTY INFORMATION

Property Address: E Military Hwy Hidalgo County, TX

Total Number of Acres: 49.49 Total Number of Tracts: 1

Subdivision Name: San Juan Plantation Lot(s): Block(s): 31 & 32

Survey Name and Abstract No.: Narciso Cabazos Survey, Abstract No. 30

Current Land Use: Ag

Proposed Land Use and Purpose of Annexation: A planned Heavy Industrial Development totaling approximately 720,000 SF across four buildings.

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

Tract #	Name	Mailing Address

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

Phone No.: _____ Cell Phone No.: (956)655-0153 Email: _____

Owner's Signature: KVS Chowdary Date: 9/20/24

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: Al Sorrels

Company's Name (if applicable): Majestic Realty Co.

Address: 131 E Exchange Ave Suite 220 City: Fort Worth State: TX Zip Code: 76164

Phone No.: (972)232-3760 Cell Phone No.: (214)697-7730 Email: asorrels@majesticrealty.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: 9/20/24

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 49.49 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 K.V. 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 20th day of September, 2024.

RUTH SEJA
Notary Public, State of Texas
Comm. Expires 09-23-2027
Notary ID 132181538

NOTARY PUBLIC in and for the STATE OF TEXAS

Ruth Seja
Printed Name
My commission expires: 09-23-2027

RESOLUTION NO. R-2024-56

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the owner(s) of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Commission finds that the subject property may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.

B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

B. On Monday, October 21, 2024, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF OCTOBER 2024

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

****** Electronically Filed Document ******

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2015-2583470
Recorded As : RECORDING ELECTRONIC

Recorded On:	February 04, 2015
Recorded At:	09:23:41 am
Number of Pages:	8
Recording Fee:	$50.00

Parties:

Direct-
Indirect- NOT REQUIRED

Receipt Number:	1497373
Processed By:	Tania Rivera

********** THIS PAGE IS PART OF THE INSTRUMENT **********

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.

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SIERRA TITLE
STG/911 GF# 315637

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 18

Grantor(s), whether one or more:

KVS Family Limited Partnership

Grantor's Mailing Address (including county):

P. O. Box 5790
McAllen, Tx 78502

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of Three Hundred Eighty Eight Thousand One Hundred Thirty Three Dollars and Thirty Three Cents **($388,133.33)** "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

KVS Family Limited Partnership

By: KVS Land Co., Inc, a Texas corporation,
its sole general partner

K.V.S. Chowdary

By: K. V. Chowdary, President

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 23, 2015, 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.

DAVID CROOK
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 25, 2016

David Crook
Notary Public, State of Texas

After recording please return this instrument to:
Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 18

County: Hidalgo **Date: April 16, 2014**

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 18

A 173,970.15 square feet of land out of a 1,257,334.58 square feet tract of land out of Lots 93, 94, 97, and 98 Block 31, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 1,257,334.58 square feet tract of land is vested to KVS Family Limited Partnership, a Texas limited partnership from F. E. & J. A. Knapp Limited Partnership, a Texas limited partnership by virtue of a Warranty Deed with Vendor's Lien dated January 22, 2002 and recorded in Document No. 1048589, Official Records of Hidalgo County, Texas. Said 173,970.15 square feet of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Southeast corner of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, North 08 degrees 31 minutes 55 seconds East, with the East line of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision, a distance of 845.23 feet to a No. 4 rebar set (with a plastic cap stamped RGEC); **Thence**, North 81 degrees 28 minutes 05 seconds West, a distance of 86.38 feet to a No. 5 rebar with aluminum disk set at the existing East Proposed Right of Way line of S.H 365 (BSIF Connector) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

1) **THENCE**, South 08 degrees 35 minutes 28 seconds West, with the Proposed East Right of Way line of said S.H. 365 (BSIF Connector), a distance of 132.50 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;

2) **THENCE**, in a Southwesterly direction with the Proposed East Right of Way line of said S. H. 365 with a curve to the right having a Delta angle of 27 degrees 46 minutes 50 seconds, a Radius 987.51 feet, a Tangent of 244.21 feet, an Arc length 478.81 feet, a Chord length of 474.13, and a Chord bearing of South 22 degrees 40 minutes 31 seconds West to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

3) **THENCE**, South 05 degrees 22 minutes 21 seconds East, with the Proposed Right of Way clip of S.H. 365 (BSIF Connector), a distance of 36.85 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

4) **THENCE**, South 50 degrees 21 minutes 54 seconds East, with the Proposed North Right of Way line of S.H. 365 (BSIF Connector), a distance of 130.30 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;

5) **THENCE**, in a Southeasterly direction with the Proposed North Right of Way line of said S.H. 365 (BSIF Connector) (segment 3) with a curve to the right having a Delta angle of 19 degrees 02 minutes 41 seconds, a Radius of 233.46 feet, a Tangent of 39.16 feet, an Arc length of 77.60 feet, a Chord length of 77.24 feet, and a Chord bearing South 44 degrees 47 minutes 02 seconds East to a No. 5 rebar with aluminum disk set at the existing West Right of Way line of said San Juan Road for an exterior corner of this tract of land;

6) **THENCE**, South 08 degrees 31 minutes 55 seconds West, with the existing West Right of Way line of said San Juan Road, a distance of 109.49 feet to a No. 5 rebar with aluminum disk set at the South line of said Lot 98, Block 31 for the Southeast corner of this tract of land;

7) **THENCE**, South 82 degrees 24 minutes 23 seconds West, with the South line of said Lot 98, Block 31, a distance of 21.39 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;

8) **THENCE**, in a Northwesterly direction with the Proposed South Right of Way line of said S. H. 365 with a curve to the left having a Delta angle of 41 degrees 56 minutes 28 seconds, a Radius of 173.37 feet, a Tangent of 66.45 feet, an Arc length of 126.91, a Chord length of 124.09 feet, and a Chord bearing North 28 degrees 13 minutes 07 seconds West to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

9) **THENCE**, North 50 degrees 15 minutes 35 seconds West, with the Proposed South Right of Way line of said S.H. 365 (BSIF Connector), a distance of 134.83 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

10) **THENCE**, South 86 degrees 17 minutes 01 seconds West, with the Proposed South Right of Way Clip of said S.H. 365 (BSIF Connector), a distance of 36.35 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

11) **THENCE**, in a Southwesterly direction with the Proposed South Right of Way line of said S. H. 365 with a curve to the right having a Delta angle of 30 degrees 43 minutes 20 seconds, a Radius of 987.51 feet, a Tangent of 271.28 feet, an Arc length of 529.51 feet, a Chord length of 523.19 feet, and a Chord bearing South 58 degrees 56 minutes 54 seconds West to a No. 5 rebar with aluminum disk set at the common line of said Lot 98 and Lot 97, Block 31 for an interior corner of this tract of land;

12) **THENCE**, South 08 degrees 31 minutes 26 seconds West, with the common line of said Lot 98 and Lot 97, Block 31, a distance of 9.86 feet to a No. 5 rebar with aluminum disk set at the common corner of said Lot 98, and Lot 97, Block 31 for an exterior corner of this tract of land;

13) **THENCE**, South 82 degrees 24 minutes 28 seconds West, with the South line of said Lot 97, Block 31, a distance of 676.62 to a No. 5 rebar with aluminum disk set at the existing East Right of Way line of a said 40.00 foot County Road (Not Open) for the Southwest corner of this tract of land;

14) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the East Right of Way line of said 40.00 foot County Road (Not Open), a distance of 72.86 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;

15) **THENCE**, North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said S.H. 365 (BSIF Connector), a distance of 533.15 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

16) **THENCE**, in a Northeasterly direction with the Proposed West Right of Way line of said S.H. 365 (BSIF Connector) with a curve to the left having a Delta angle of 72 degrees 46 minutes 24 seconds, a Radius of 902.65 feet, a Tangent of 665.17 feet, an Arc length of 1146.49 feet, a Chord length of 1070.96 feet, and a Chord bearing North 43 degrees 55 minutes 05 seconds East to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

17) **THENCE**, North 08 degrees 35 minutes 28 seconds East, continuing with the Proposed West Right of Way line of said S.H. 365 (BSIF Connector) a distance of 132.56 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;

18) **THENCE**, South 81 degrees 22 minutes 10 seconds East, a distance of 100.00 feet to a the **POINT OF BEGINNING** and containing 173,970.15 square feet of land, more or less.

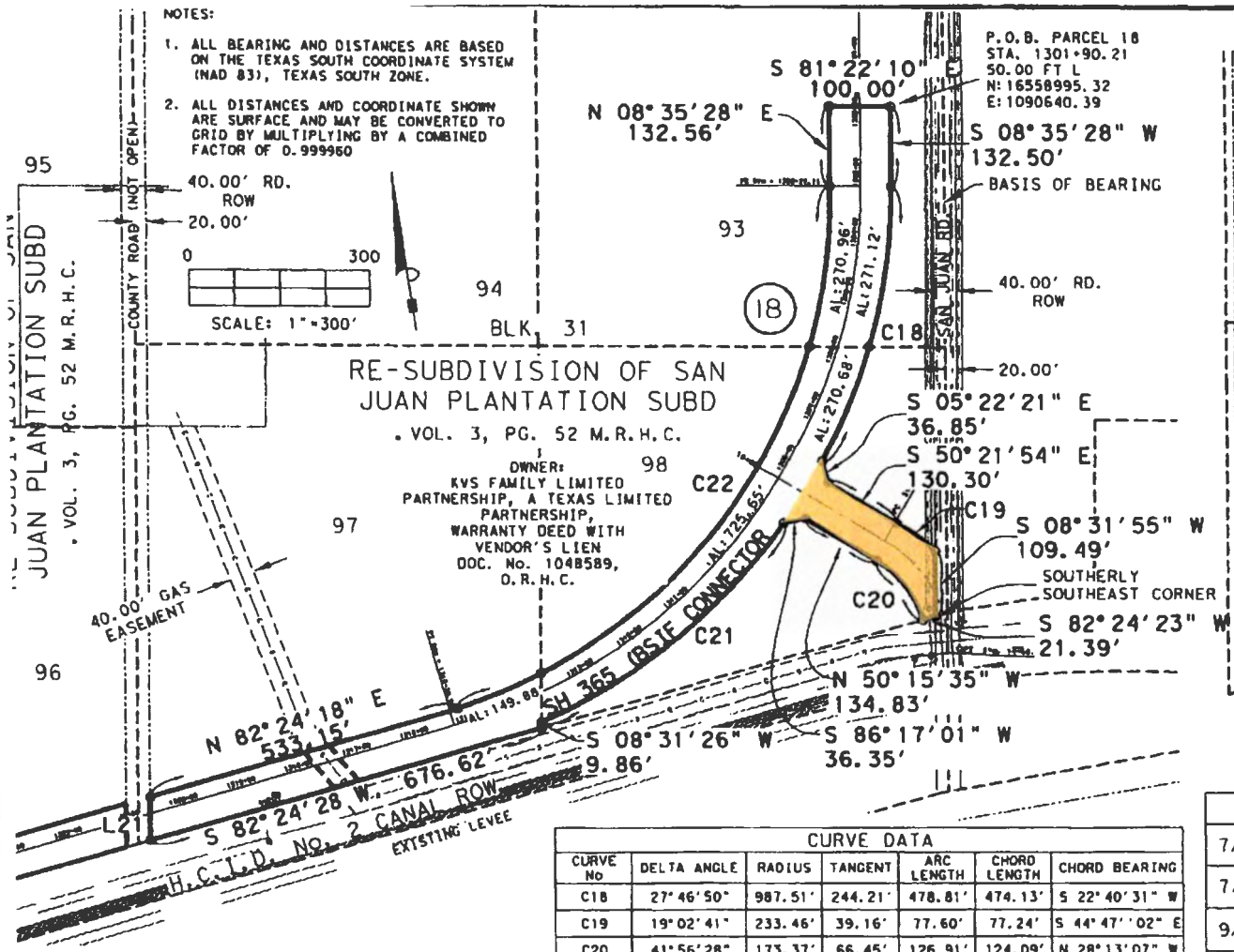
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

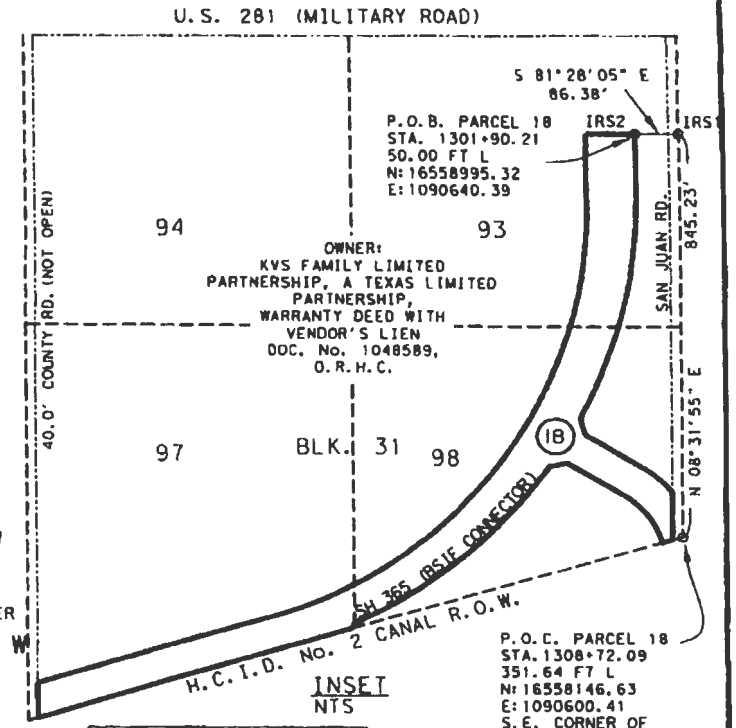
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 04/17/14
Revised: 7/28/14

NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960





LINE DATA		
LINE No.	BEARING	LENGTH
L21	N 08°31'26"E	72.86'

CURVE DATA						
CURVE No	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C18	27°46'50"	987.51'	244.21'	478.81'	474.13'	S 22°40'31" W
C19	19°02'41"	233.46'	39.16'	77.60'	77.24'	S 44°47'02" E
C20	41°56'28"	173.37'	66.45'	126.91'	124.09'	N 28°13'07" W
C21	30°43'20"	987.51'	271.28'	529.51'	523.19'	S 58°56'54" W
C22	72°46'24"	902.65'	665.17'	1146.49'	1070.96'	N 43°55'05" E

REVISION	
7/23/2014	MADE CHANGE TO CONTROL ACCESS LINE
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE
10/13/2014	CHANGED BEARING FROM POC TO POB (1st. CALL)

. CORNERS ARE WITH IRS2 ESS OTHERWISE ED

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS — SET No. 4 REBAR
- IRS1 — SET No. 4 REBAR W/ CAP (RGEC)
- IRS2 — SET No. 5 REBAR W/ ALUM DISK
- CPS — SET COTTON PICKER SPINDLE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- (18) — PARCEL NUMBER

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

Date: 7/28/14 4/17/14 9/16/14 7/24/14 REV: 10/14/14

ROW ACQUISTION:
173,970.15 SQ. FT.

R. Gutierrez Engineering Corporation

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY:	PARCEL 18
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 0220-01-023	DATE: 04/16/2014
Project Name: SH365-SEG. 3 U.S. 281	Sht. No: 4 of 4

**** Electronically Filed Document ****

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2015-2583483
Recorded As : RECORDING ELECTRONIC

Recorded On:	February 04, 2015
Recorded At:	09:28:12 am
Number of Pages:	7
Recording Fee:	$46.00

Parties:

Direct-
Indirect- NOT REQUIRED

Receipt Number:	1497382
Processed By:	Tania Rivera

********** THIS PAGE IS PART OF THE INSTRUMENT **********

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.

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SIERRA TITLE

STG/ GF#3152749

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 19

Grantor(s), whether one or more:

KVS Family Limited Partnership

Grantor's Mailing Address (including county):

P. O. Box 5790
McAllen, Tx 78502

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of One Hundred Ten Thousand and no/100 Dollars **($110,000.00)** "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

KVS Family Limited Partnership

By: KVS Land Co., Inc, a Texas corporation,
its sole general partner

KVS - Chowdary

By: K. V. Chowdary, President

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 23, 2015, 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.

DAVID CROOK
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 25, 2016

David Crook
Notary Public, State of Texas

After recording please return this instrument to:
Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 19

County: Hidalgo **Date: April 15, 2014**

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 19

A 50,789.22 square feet of land out of a 572,022.34 square feet tract of land out of Lot 96 Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 572,022.34 square feet tract of land is vested to KVS Family Limited Partnership, a Texas limited partnership from F. E. & J. A. Knapp Limited Partnership, a Texas limited partnership by virtue of a Warranty Deed with Vendor's Lien dated January 22, 2002 and recorded in Document No. 1048589, Official Records of Hidalgo County, Texas. Said 50,789.22 square feet of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the East line of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision, a distance of 626.65 feet to a No. 4 rebar set (with a plastic cap stamped RGEC); **Thence**, North 81 degrees 28 minutes 34 seconds West, a distance of 20.00 feet to a No. 5 rebar with aluminum disk set at the existing West Right of Way line of a 40.00 foot County Road (Not Open) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

1) **THENCE**, South 08 degrees 31 minutes 26 seconds West, with the existing West Right of Way line of said 40.00 foot County Road (Not Open), a distance of 72.86 feet to a No. 5 rebar with aluminum disk set at the existing North Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the South line of said Lot 96, Block 32 for the Southeast corner of this tract of land;

2) **THENCE**, South 82 degrees 24 minutes 17 seconds West, with the existing North Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the South line of said Lot 96, Block 32, a distance of 725.55 feet to a No. 5 rebar with aluminum disk set at the Southwest corner of said Lot 96, Block 32 and the East Canal Right of Way line of said Hidalgo County Irrigation District No. 2 for the Southwest corner of this tract of land;

3) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the West line of said Lot 96, Block 32 and the East Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 72.87 feet to a No. 5 rebar set with aluminum disk set at the Proposed North Right of Way line of SH 365 for the Northwest corner of this tract of land;

4) **THENCE**, North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said SH 365, a distance of 725.55 feet to the **POINT OF BEGINNING** and containing 50,789.22 square feet of land, more or less.

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

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

Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 4/17/14
Revised: 7/28/14

RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION

VOL. 3, PG. 52, M.R.H.C.

LOT 96-BLK. 32

OWNER:
HIDALGO COUNTY IRRIGATION DISTRICT No. 2
WARRANTY DEED
VOL. 19, PG. 49,
O.R.H.C.

OWNER:
KVS FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP,
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1048589,
O.R.H.C.

19

P.O.B. PARCEL 19
STA. 1320+91.99
27.04 FT R
N:16558031.83
E:1089209.12

40.00' COUNTY ROAD ROW (NOT OPEN)

20.00'

BASIS OF BEARING

0 100'

SCALE: 1"=100'

H.C.I.D. No. 2 CANAL R.O.W.

725.55'

N 82°24'18" E

S 82°24'17" W

725.55'

L22

L23

IRS2

1320+00 1321+00 1322+00 1323+00 1324+00 1325+00 1326+00 1327+00 1328+00 1329+00

PGL (SH365)

SH 365 (SEGMENT 3)

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT OF WAY

EXISTING LEVEE

LINE DATA		
LINE No.	BEARING	LENGTH
L22	S 08°31'26" W	72.86'
L23	N 08°31'26" E	72.87'

P.O.C. PARCEL 19
STA. 1318+97.06 - 622.93 FT R
N:16558648.59 E:1089321.78
N.E. CORNER OF LOT 96, BLOCK 32
RE-SUBDIVISION OF SAN JUAN
PLANTATION SUBDIVISION
VOL. 03, PAGE 52, M.R.H.C.

IRS1

LOT 96-BLK. 32
13.13 ACRES

OWNER:
KVS FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP,
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1048589,
O.R.H.C.

19

40.0' COUNTY RD. (NOT OPEN)

S 08°31'26" W
626.65'

IRS2

IRS1

N 81°28'34" W
20.00'

P.O.B. PARCEL 19
STA. 1320+91.99
27.04 FT R
N:16558031.83
E:1089209.12

H.C.I.D. No. 2 CANAL ROW

H.C.I.D. No. 2 CANAL ROW

INSET

REVISION	
DATE	COMMENT
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS SET No. 4 REBAR
- IRS1 SET No. 4 REBAR W/ CAP (RGEC)
- IRS2 SET No. 5 REBAR W/ ALUM DISK
- CPS SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- 19 PARCEL NUMBER

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

PABLO SOTO, JR. - R.P.L.S.
No. 4541
4/28/14
Date: 4/17/14 REV.: 9/16/14

ROW ACQUISTION:
50,789.22 SQ. FT.

R. Gutierrez Engineering Corporation

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY:	PARCEL 19
Dist. Name: PHARR	County: HIDALGO
RCSJ No:0220-01-023	DATE:03/10/2014
Project Name: SH365-SEG. 3 U.S. 281	Sht. No: 3 of 3

****** Electronically Filed Document ******

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2015-2599927
Recorded As : RECORDING ELECTRONIC

Recorded On:	April 06, 2015
Recorded At:	09:23:01 am
Number of Pages:	7
Recording Fee:	$46.00

Parties:

Direct-
Indirect- NOT REQUIRED

Receipt Number:	1511401
Processed By:	Ismael Hidalgo

********** THIS PAGE IS PART OF THE INSTRUMENT **********

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.

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

STG/ GF# 3152750

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 20

Grantor(s), whether one or more:

Hidalgo County Irrigation District No. 2

Grantor's Mailing Address (including county):

P. O. Box 6
San Juan, Tx 78589

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of Thirteen Thousand Six Hundred Sixty and no/100 Dollars **($13,660.00)** "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor especially reserves all Oil, Gas and other Minerals not previously reserved by Grantor in and under and that may be produced from the above described property but waives the right of ingress and egress the surface for the purpose of mining, drilling, exploring, operating and developing the Property for oil, gas and other minerals and removing the same there from.

Oil, Gas and Mineral Leases of record in which the Grantor is lessor, if any.

Grantor further reserves an easement for the purpose of the installation, maintenance, and operation of water pipeline or for other facilities or approved uses by Grantor on, over, and across the Property as described in the attached Exhibit "A".

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Hidalgo County Irrigation District No. 2

By: Karl Obst

President
Title

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 8, 2015 by Karl Obst

President, of Hidalgo County Irrigation District No. 2, a Political entity, on behalf of said entity.

ADRIANA MIRELES
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/29/17

Notary Public's Signature

After recording please return this instrument to:
Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 20

County: Hidalgo **Date: April 15, 2014**

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 20

A 7,286.82 square feet of land out of a 165,616.33 square feet tract of land out of the Hidalgo County Irrigation District No. 2 Canal Right of Way, Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 165,616.33 square feet tract of land is vested to the Hidalgo County Irrigation District No. 2 by virtue of a Warranty Deed dated April 5, 1911, recorded in Volume 19, Page 49, Deed Records of Hidalgo County, Texas. Said 7,286.82 square feet of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the existing East Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the West line of Lot 96, Block 32 Re-Subdivision of San Juan Plantation Subdivision, a distance of 828.92 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of SH 365 for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

1) **THENCE**, continuing South 08 degrees 31 minutes 26 seconds West, with the existing East Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the West line of said Lot 96, Block 32, a distance of 72.87 feet to a No. 5 rebar with aluminum disk set at the North Canal Right of Way of said Hidalgo County Irrigation District No. 2 and the Southwest corner of said Lot 96, Block 32 for the Southeast corner of this tract of land;

2) **THENCE**, South 82 degrees 24 minutes 21 seconds West, with the North Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 104.10 feet to a No. 5 rebar with aluminum disk set at the West Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the East line of Lot 9, Resubdivision of Closner Subdivision for the Southwest corner of this tract of land;

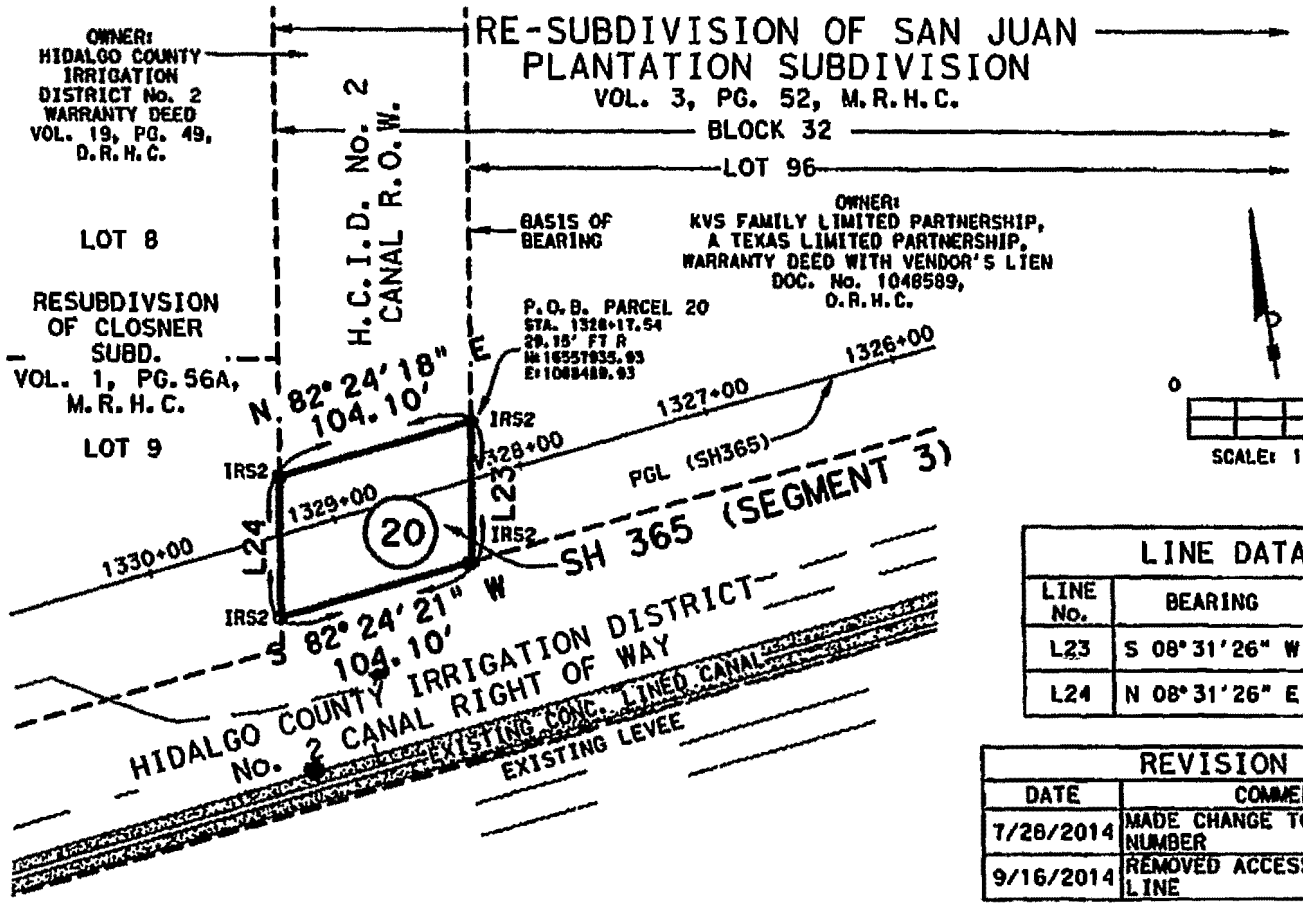
3) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the West Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the East line of said Lot 9, a distance of 72.86 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of line of said SH 365 for the Northwest corner of this tract of land;

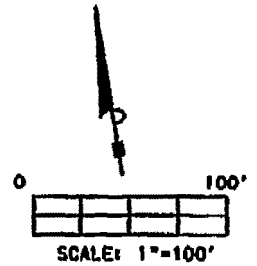
4) **THENCE,** North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said SH 365 a distance of 104.10 feet to the **POINT OF BEGINNING** and containing 7,286.82 square feet of land, more or less.

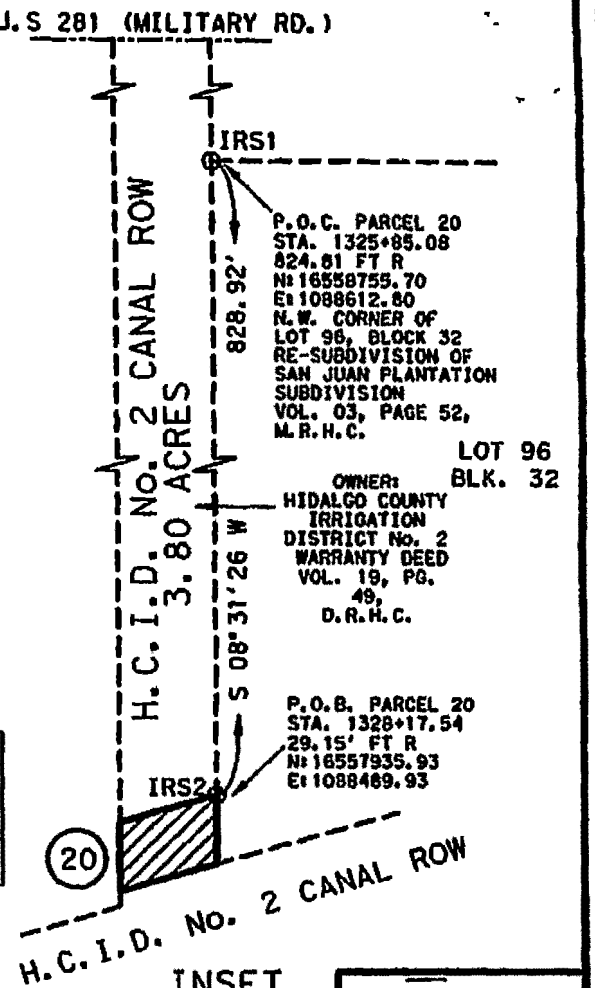
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

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

Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 4/17/14
Revised: 7/28/14







INSET

LINE DATA		
LINE No.	BEARING	LENGTH
L23	S 08°31'26" W	72.87'
L24	N 08°31'26" E	72.86'

REVISION	
DATE	COMMENT
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS — SET No. 4 REBAR
- IRS1 — SET No. 4 REBAR W/ CAP (HDEC)
- IRS2 — SET No. 5 REBAR W/ ALUM DISK
- CPS — SET COTTON PICKER SPINDLE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- (20) — PARCEL NUMBER

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

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

Date: 4/17/14 4/28/14 REV.: 9/16/14

ROW ACQUISTION: 7,286.82 SQ. FT.

R. Gutierrez Engineering Corporation

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY:	PARCEL 20
Dist. Name: PHARR	County: HIDALGO
RCSJ No:0220-01-023	DATE:03/10/2014
Project Name: SH365-SEG. 3 U.S. 281	Sht. No: 3 of 3

**** Electronically Filed Document ****

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2015-2599936
Recorded As : RECORDING ELECTRONIC

Recorded On:	April 06, 2015
Recorded At:	09:25:30 am
Number of Pages:	8
Recording Fee:	$50.00

Parties:

Direct-
Indirect- NOT REQUIRED

Receipt Number:	1511408
Processed By:	Elisa Castillo

********** THIS PAGE IS PART OF THE INSTRUMENT **********

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.

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SIERRA TITLE
STG/ GF# 3152751

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

ROW CSJ: 0220-01-023

Parcel No.: 21

Grantor(s), whether one or more:

9GS3GD, LP

Grantor's Mailing Address (including county):

2011 West Doffing Canal Road
Pharr, Tx 78577

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of One and no/100 Dollars **($1.00)** "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" and other good and valuable consideration. to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

4. Any right or claim of right by the U.S. Government or its agencies.

5. Any right or claim of right by Hidalgo County Irrigation District No. 2.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **None**

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation Access Management Manual to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

9GS3GD, LP
By: 3S1D Corporation, its General Partner

Don P Dyer

By: Don P. Dyer aka Phil Dyer, President

State of Texas

County of Hidalgo

This instrument was acknowledged before me on February 3 2015 by Don P. Dyer aka Phil Dyer, President of 3S1D Corporation, a Texas corporation, General Partner of 9GS3GD, LP, a Texas limited partnership, on behalf of said partnership.

LUANN FARMER
Notary Public, State of Texas
My Commission Expires
January 31, 2019

Luann Farmer

Notary Public's Signature

After recording please return this instrument to:
Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §

COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 21

County: Hidalgo **Date: April 15, 2014**

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 21

A 47,750.24 square feet of land out of a 200,820.92 square feet tract of land out of Lot 9, Resubdivision of Closner Subdivision, Hidalgo County, Texas as per map recorded in Volume 1, Page 56a, Map Records of Hidalgo County, Texas. Said 200,820.92 square feet tract of land is vested to the 9GS3DG, L.P., a Limited Partnership from Celia Virgen Avendano de Collado, Domingo Collado Virgen, Maria Eugenia Collado Virgen,Nadia Elena Collado Virgen,Virginia Collado de Llanos, Virginia Llanos de Nachon, Maria Teresa Llanos de Tort, and Rocio Isabel Llanos Collado by virtue of a Warranty Deed with Vendor's Lien dated September 28, 2004 (effective October 20, 2004) recorded in Document No. 1398810, Official Records of Hidalgo County, Texas. Said 47,750.24 square feet of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Lot 9, Resubdivision of Closner Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with East line of Lot 9, Resubdivision of Closner Subdivision, a distance of 88.56 feet to No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of S.H. 365 for the Northeast corner of this tract of land;

1) **THENCE**, continuing South 08 degrees 31 minutes 26 seconds West, with the East line of said Lot 9, a distance of 62.52 feet to a No. 5 rebar with aluminum disk set at the North Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the Southeast corner of said Lot 9 for the Southeast corner of this tract of land;

2) **THENCE**, South 82 degrees 12 minutes 13 seconds West, with the South line of said Lot 9 and the North Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 795.88 feet to a No. 5 rebar with aluminum disk set at the existing East Right of Way line of South Veterans Blvd. (South I Road) for the Southwest corner of this tract of land;

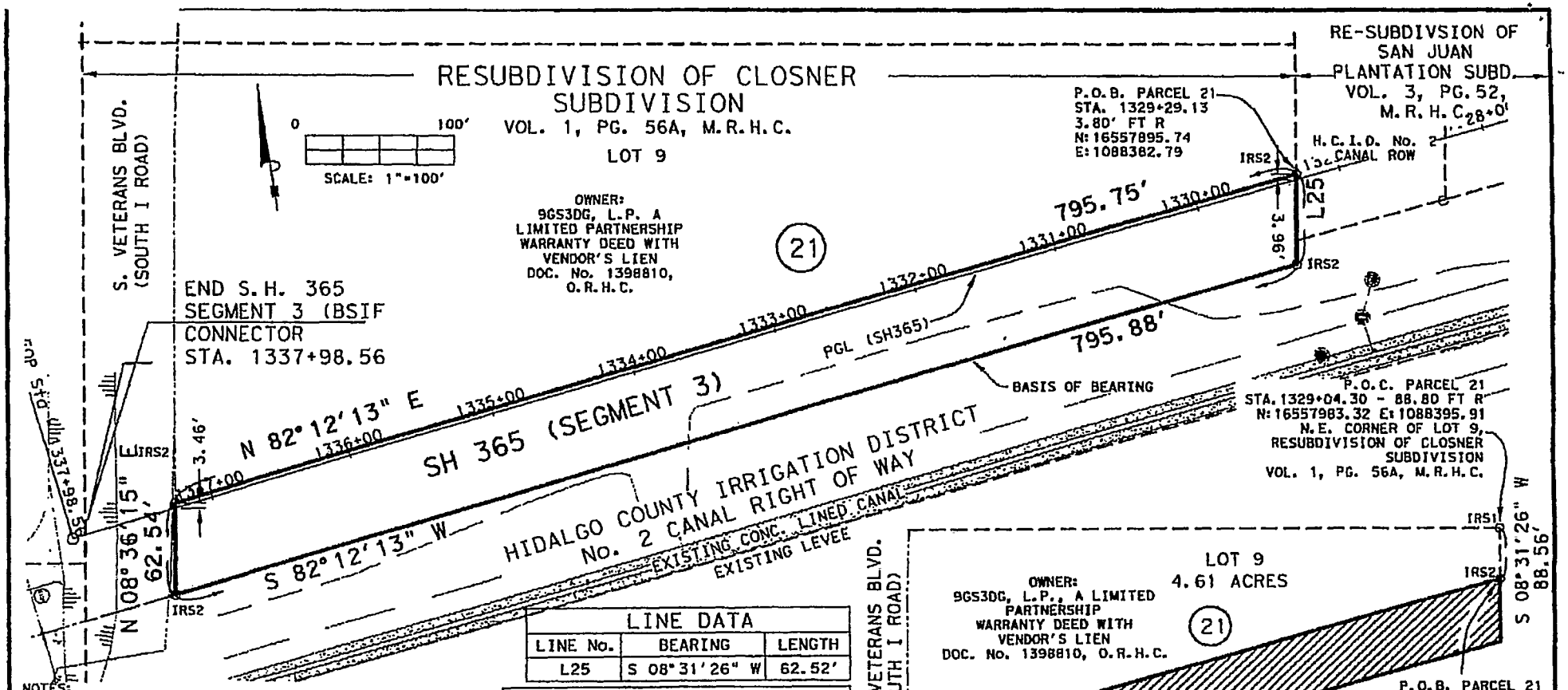
3) **THENCE**, North 08 degrees 36 minutes 15 seconds East, with the existing East Right of Way line of said South Veterans Blvd. (South I Road), a distance of 62.54 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of said S.H. 365 for the Northwest corner of this tract of land;

4) **THENCE**, North 82 degrees 12 seconds 13 seconds East, with the Proposed North Right of Way line of said S.H. 365 a distance of 795.75 feet to the **POINT OF Beginning** and containing 47,750.24 square feet of land, more or less.

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

Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 04/17/14, 7/24/14,7/28/14

Revised: 10/14/14



NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LINE DATA		
LINE No.	BEARING	LENGTH
L25	S 08°31'26" W	62.52'

REVISION	
DATE	COMMENT
7/23/2014	CHANGED WIDTH OF ROW FROM 85.0' TO 60.0'
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS — SET No. 4 REBAR
- IRS1 — SET No. 4 REBAR W/ CAP (RGEC)
- IRS2 — SET No. 5 REBAR W/ ALUM DISK
- CPS — SET COTTON PICKER SPINDLE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- (21) — PARCEL NUMBER

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

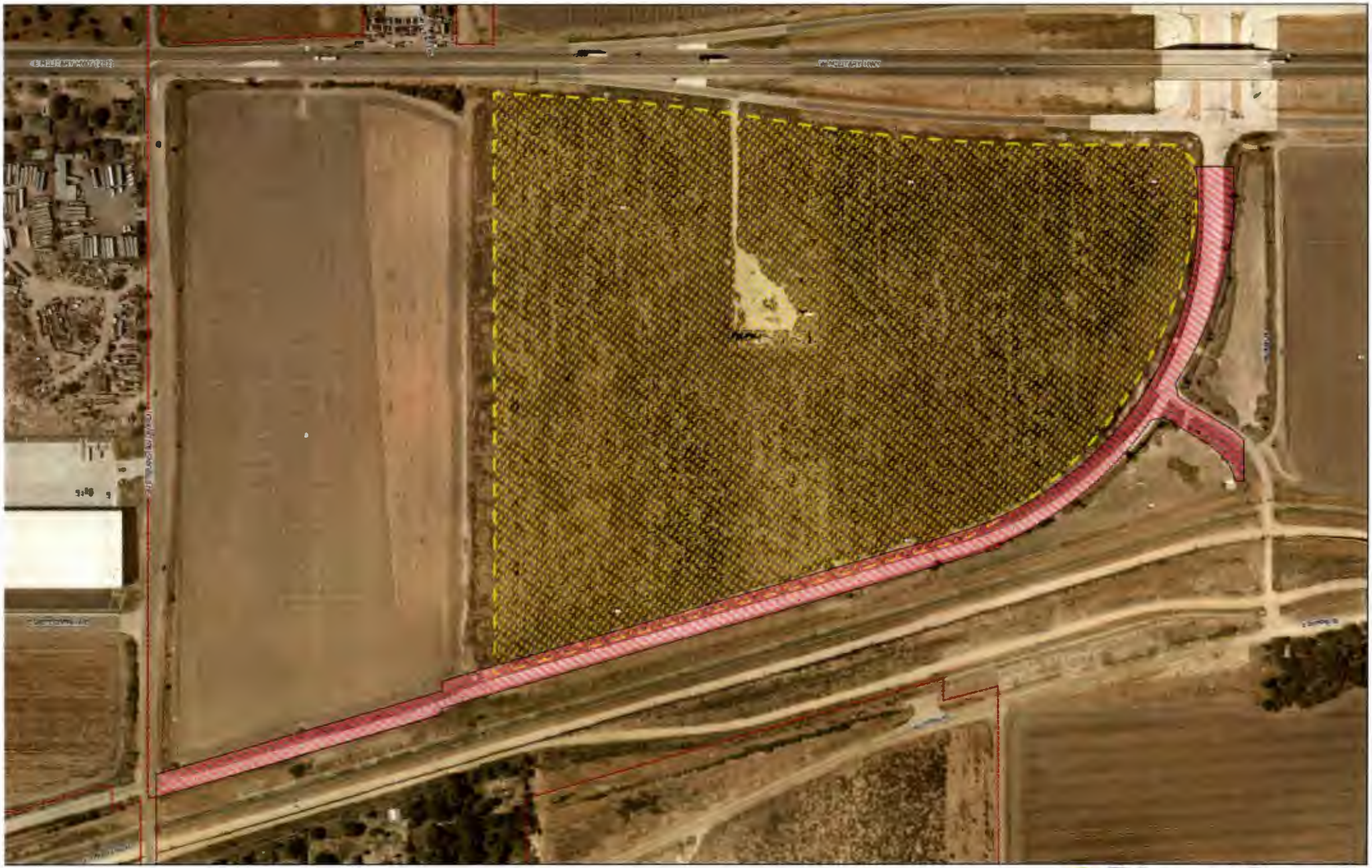
PABLO SOTO, JR. - R.P.L.S.
No. 4541 04/17/14
07/24/14
Date: 07/28/14 REV: 9/16/14

ROW ACQUISTION:
47,750.24 SQ. FT.

R. Gutierrez Engineering Corporation

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY:	PARCEL 21
Dist. Name: PHARR	County: HIDALGO
RCSJ No:0220-01-023	DATE:04/15/2014
Project Name: SH365-SEG. 3 U.S. 281	Sht. No: 3 of 3



Legend

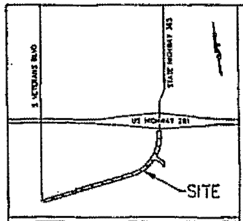
- Pharr City Limit
- HCRIA
- HCRIA_HWY

Scale: 1:1,200

Pharr Engineering

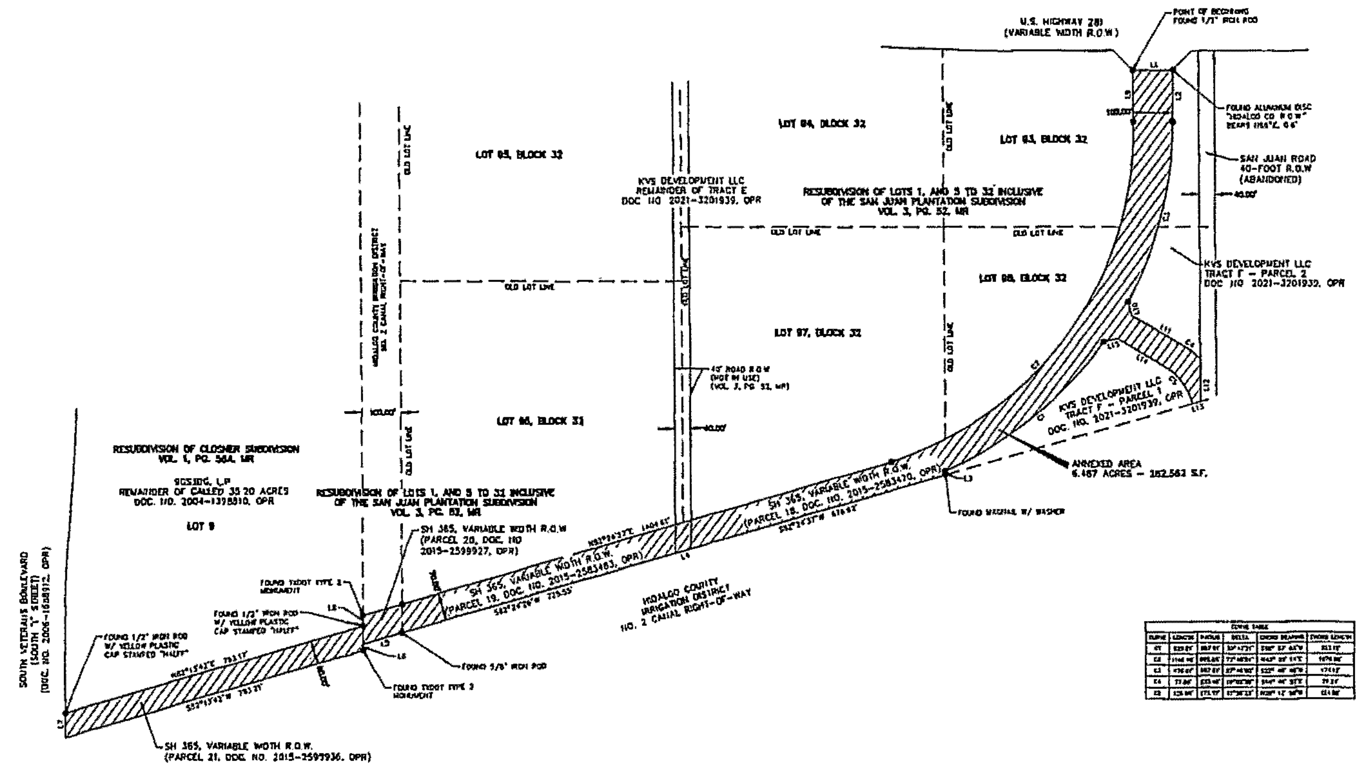
Property Description

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.



LOCATION MAP
N.T.S.

ANNEXATION EXHIBIT OF A PORTION OF STATE HIGHWAY 365



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	[illegible]
L10	[illegible]	[illegible]
L11	[illegible]	[illegible]
L12	[illegible]	[illegible]
L13	[illegible]	[illegible]
L14	[illegible]	[illegible]
L15	[illegible]	[illegible]

STATE OF TEXAS
REGISTERED
ETHAN C. OELKE
6929
PROFESSIONAL LAND SURVEYOR

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 1/2" IRON ROD, UNLESS OTHERWISE NOTED

GENERAL NOTES

Westwood

Phone (210) 265-8300 · Toll Free (888) 937-5150

San Antonio, TX

westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER P0037521.00
DATE OF PREPARATION: 9/9/2024

Westwood

COUNTY OF HIDALGO	*6.487 ACRE TRACT*	*PROJ. 0039524.00*
STATE OF TEXAS	*ROW ANNEXATION*	*9/9/2024*

FIELD NOTE DESCRIPTION OF A 6.487 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING A PORTION OF STATE HIGHWAY 365, SAID PORTION BEING OUT OF PARCEL 18, RECORDED IN DOCUMENT 2015-2583470, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS, PARCEL 19, RECORDED IN 2015-2583483, SAID OFFICIAL PUBLIC RECORDS, PARCEL 20, RECORDED IN 2015-2599927, SAID OFFICIAL PUBLIC RECORDS, AND PARCEL 21, RECORDED IN 2015-2599936, SAID OFFICIAL PUBLIC RECORDS, AND ALSO BEING A PORTION 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; IN ALL, SAID 6.487 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING *AT A 1/2" IRON ROD FOUND AT THE SOUTHERN END OF THE SOUTHWEST CUTBACK AT THE INTERSECTION OF UNITED STATES HIGHWAY 281 (MILITARY ROAD), A VARIABLE-WIDTH RIGHT-OF-WAY, AND SAID STATE HIGHWAY 365, A VARIABLE-WIDTH RIGHT-OF-WAY, ALSO BEING THE WEST CORNER ON THE NORTH LINE OF SAID PARCEL 18;*

THENCE*, ACROSS SAID STATE HIGHWAY 365, SOUTH 81° 22' 54" EAST, 100.01 FEET, TO THE SOUTHERN END OF THE SOUTHEAST CUTBACK AT SAID INTERSECTION, ALSO BEING THE EAST CORNER ON THE NORTH LINE OF SAID PARCEL 18, FROM WHICH AN ALUMINUM DISC STAMPED "HIDALGO CO. R.O.W." FOUND, BEARS NORTH 66° EAST, 0.6 FEET;*

THENCE*, ALONG THE EAST RIGHT-OF-WAY OF SAID STATE HIGHWAY 365, COINCIDENT WITH THE EAST LINE OF SAID PARCEL 18, SOUTH 8° 35' 37" WEST, 132.50 FEET TO A 1/2" IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT;*

THENCE*, ALONG SAID CURVE, HAVING A RADIUS OF 987.51 FEET, AN ARC LENGTH OF 478.81 FEET, AND A DELTA ANGLE OF 27° 46' 50" (CHORD BEARING SOUTH 22° 40' 40" WEST, 474.13 FEET) TO A 1/2" IRON ROD FOUND;*

THENCE*, DEPARTING SAID SOUTHEAST RIGHT-OF-WAY AND FOLLOWING THE BOUNDARY OF PARCEL 18 THE FOLLOWING EIGHT (8) COURSES:*

(1) SOUTH 5° 22' 12" EAST, 36.85 FEET;

(2) SOUTH 50° 21' 45" EAST, 130.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

(3) ALONG SAID CURVE, HAVING A RADIUS OF 233.46 FEET, AN ARC LENGTH OF 77.60 FEET, AND A DELTA ANGLE OF 19° 02' 38" (CHORD BEARING SOUTH 44° 46' 53" EAST, 77.24 FEET) TO POINT ON THE WEST RIGHT-OF-WAY OF SAN JUAN ROAD (AN ABANDONED 40-FOOT RIGHT-OF-WAY);

(4) ALONG SAID ABANDONED WEST RIGHT-OF-WAY LINE, SOUTH 8° 32' 04" WEST, 109.49 FEET TO A POINT ON THE NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY;

(5) DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NORTH LINE, SOUTH 82° 24' 37" WEST, 21.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(6) DEPARTING SAID NORTH LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 173.37 FEET, AN ARC LENGTH OF 126.90 FEET, AND A DELTA ANGLE OF 41° 56' 23" (CHORD BEARING NORTH 28° 12' 58" WEST, 124.09 FEET);

(7) NORTH 50° 15' 26" WEST, 134.83 FEET;

(8) SOUTH 86° 17' 10" WEST, 36.35 FEET TO A 1/2" IRON ROD FOUND ON SAID SOUTHEAST RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

***THENCE**, ALONG SAID CURVE, HAVING A RADIUS OF 987.51 FEET, AN ARC LENGTH OF 529.51 FEET, AND A DELTA ANGLE OF 30° 43' 21" (CHORD BEARING SOUTH 58° 57' 03" WEST, 523.19 FEET) TO A 1/2" IRON ROD FOUND;*

***THENCE**, SOUTH 8° 31' 35" WEST, 9.86 FEET, TO A 1/2" IRON ROD FOUND FOR A POINT ON SAID NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY;*

***THENCE**, ALONG SAID NORTH LINE, SOUTH 82° 24' 37" WEST, 676.62 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 18, BEING ON THE EAST LINE OF SAID 40-FOOT ROAD;*

***THENCE**, DEPARTING SAID EAST LINE AND ACROSS SAID 40-FOOT ROAD, SOUTH 82° 23' 57" WEST, 41.64 FEET TO A POINT ON THE WEST LINE OF SAID 40-FOOT ROAD, BEING THE SOUTHEAST CORNER OF SAID PARCEL 19;*

***THENCE**, ALONG THE SOUTH LINE OF SAID PARCEL 19, SOUTH 82° 24' 26" WEST, 725.55 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID PARCEL 19, ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 20;*

***THENCE**, ALONG THE SOUTH LINE OF SAID PARCEL 20, SOUTH 82° 24' 46" WEST, 104.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 20, BEING A POINT ON THE EAST LINE OF SAID PARCEL 21;*

***THENCE**, ALONG SAID EAST LINE, SOUTH 8° 36' 02" WEST, 16.43 FEET TO A TXDOT TYPE 2 MONUMENT FOUND FOR THE SOUTHEAST CORNER OF SAID PARCEL 21;*

***THENCE**, ALONG THE SOUTH LINE OF SAID PARCEL 21, SOUTH 82° 13' 42" WEST, 793.21 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 21, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS BOULEVARD, ALSO KNOWN AS SOUTH "I" ROAD;*

***THENCE**, DEPARTING SAID NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY, ACROSS SAID STATE HIGHWAY 365, AND ALONG THE WEST LINE OF PARCEL 21, COINCIDENT WITH THE EAST LINE OF SAID SOUTH VETERANS BOULEVARD, NORTH 8° 37' 44" EAST, 62.54 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR THE NORTHWEST CORNER OF SAID PARCEL 21;*

***THENCE**, DEPARTING SAID EAST RIGHT-OF-WAY, AND ALONG THE NORTH LINE OF SAID PARCEL 21, COINCIDENT WITH THE NORTH LINE OF SAID STATE HIGHWAY 365, NORTH 82° 13' 42" EAST, 793.17 FEET, TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR THE NORTHEAST CORNER OF SAID PARCEL 21, BEING A POINT ON THE WEST LINE OF SAID PARCEL 20;*

***THENCE**, ALONG THE WEST LINE OF SAID PARCEL 20, NORTH 8° 36' 02" EAST, 26.79 FEET TO A TXDOT TYPE 2 MONUMENT FOUND FOR THE NORTHWEST CORNER OF SAID PARCEL 20;*

***THENCE**, CONTINUING ALONG SAID NORTH LINE OF STATE HIGHWAY 365, NORTH 82° 24' 27" EAST, AT 104.28 FEET PASS A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID PARCEL 20, AT 829.83 PASS THE WEST LINE OF SAID 40-FOOT ROAD, AT 871.46 PASS THE EAST LINE OF SAID 40-FOOT ROAD, IN ALL A TOTAL DISTANCE OF 1404.61 FEET TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;*

***THENCE**, ALONG SAID CURVE, HAVING A RADIUS OF 902.65 FEET, AN ARC LENGTH OF 1146.49 FEET, AND A DELTA ANGLE OF 72° 46' 24" (CHORD BEARING NORTH 43° 55' 14" EAST, 1070.96 FEET) TO A 1/2" IRON ROD FOUND;*

***THENCE**, NORTH 8° 35' 37" EAST, 132.56 FEET TO THE **POINT OF BEGINNING**.*

CONTAINING IN ALL, 282,562 SQUARE FEET OF LAND OR 6.487 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.

THIS DESCRIPTION WAS PREPARED IN CONJUNCTION WITH AN EXHIBIT OF THE SAME DATE, NOTED HEREON.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

Westwood

STATE OF TEXAS
REGISTERED
ETHAN C. OELKE
6926
PROFESSIONAL
LAND SURVEYOR

Ethan C. Oelke 9/9/2024
Registered Professional Land Surveyor No. 6926
Westwood Company
211 North Loop 1604 East, Suite 205,
San Antonio, TX 78232
(210) 265-8300
TX Reg. Surveying Firm LS-10074301

EXHIBIT A

SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the S Veterans Road & State Highway 365 . The property is approximately **6.48 AC** and is illustrated in EXHIBIT A and further described below:

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

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION 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 LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

II. SERVICE COMPONENTS

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

A. MUNICIPAL SERVICE PLAN

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

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

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

1. **POLICE**

Existing Services: None

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

2. **FIRE**

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

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

3. **BUILDING INSPECTION**

Existing Services: None

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

4. **PLANNING AND ZONING**

Existing Services: None

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

5. **LIBRARY**

Existing Services: None

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

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

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

7. STREET

Existing Services: County Street Maintenance

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

8. STORM WATER MANAGEMENT

Existing Services: None

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

9. STREET LIGHTING

Existing Services: None

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

10. TRAFFIC ENGINEERING

Existing Services: None

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

11. WATER SERVICE

Existing Services: None

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

12. SANITARY SEWER SERVICE

Existing Services: None

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

13. SOLID WASTE SERVICES

Existing Services: None

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

14. ADDITIONAL SERVICES

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

B. CAPITAL IMPROVEMENTS

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

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to

the annexed area and will not reduce the level of services available to the territory prior to annexation.

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

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

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 20, 2024 October 7, 2024	Submitted petition for annexation. Resolution to City Commission on accepting petition of annexation	
October 7, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 21, 2024 (14 days)	TLGC 43.0671
October 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on **October 8, 2024 for publication on October 9, 2024.** Post notice of public hearing on city's website and maintain until hearings are complete. **School District notice.** Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing**.
October 9, 2024	Legal Notice for Public Hearing Published for the date of October 21, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 21, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 21, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 4, 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
November 18, 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	

City of Pharr Texas
Engineering Department
956.402.4221

Legend

- Pharr City Limit
- HCRMA
- HCRMA_HWY

Scale:
1:25,000
0 1,250 2,500 5,000 7,500 10,000 Feet

Pharr Engineering

Pharr
Development Services

VOLUNTARY ANNEXATION PETITION
APPLICATION AND CHECKLIST

Name of Applicant: Hidalgo County Regional Mobility Authority

Date of Submittal: 08-08-2024

Proposed Acreage to be Annexed: 6.487

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	✓
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	✓
A copy of the deed showing current ownership.	✓
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 ½" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	✓
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	✓

INSTRUCTIONS

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

PROPERTY INFORMATION

Property Address: N/A

Total Number of Acres: 6.487 Total Number of Tracts: 4

Subdivision Name: N/A Lot(s): _____ Block(s): _____

Survey Name and Abstract No.: _____

Current Land Use: Right of Way

Proposed Land Use and Purpose of Annexation: BSIF Connector. Connecting Road between BSIF Exit and 365 Tollway.

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

Tract #	Name	Mailing Address

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

Owner(s) Name: Hidalgo County Regional Mobility Authority - Pilar Rodriguez - Executive Director

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: 203 Newcombe Ave. City: Pharr State: TX Zip Code: 78577

Phone No.: (956) 402-4762 Cell Phone No.: _____ Email: pilar.rodriguez@hcrma.net

Owner's Signature: _____ Date: 9/19/2024

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: Ruben Alfaro, P.E., C.F.M., P.M.P

Company's Name (if applicable): Hidalgo County Regional Mobility Authority

Address: 203 Newcombe Ave. City: Pharr State: TX Zip Code: 78577

Phone No.: (956) 402-4762 Cell Phone No.: _____ Email: ruben.alfaro@hcrma.net

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: Hidalgo County Regional Mobility Authority - Pilar Rodriguez - Executive Director

Owner's Signature: _____ Date: 9/19/2024

Pharr
Development Services

VOLUNTARY ANNEXATION PETITION (C-3)

I, Hidalgo County Regional Mobility Authority, 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 6.487 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) Pilar Rodriguez Signature (Owner) _____

Print Name (Owner) _____ Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Pilar Rodriguez, 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 19th day of September, 20___.

MARIA E. ALANIZ
Notary Public, State of Texas
Comm. Expires 02-20-2025
Notary ID 5882592

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

Maria Alaniz
Printed Name
My commission expires: 2/20/2025

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

February 6, 2024

Greg Gerbig
Commercial Market Lead
Westwood
7557 Rambler Road Suite 1400
Dallas, TX 75231

RE: Annexation of the Border Safety Inspection Facility (BSIF) Connector Road in the City of Pharr Corporate Limits

Mr. Gerbig,

The Hidalgo County Regional Mobility Authority's (HCRMA) has no objection to the annexation of the BSIF Connector Roadway, which is owned by the HCRMA, into the City of Pharr Corporate Limits.

If you should have any questions or require additional information, please feel free to contact me at 956-402-4762 or at prodriguez@hcrma.net.

Sincerely,
Hidalgo County Regional Mobility Authority

Pilar Rodriguez, PE
Executive Director

cc: Ramon Navarro, PE, Chief Construction Engineer – HCRMA
Celia Gaona, CIA, Chief Auditor/Compliance Officer – HCRMA
Jose Castillo, Chief Financial Officer – HCRMA
Blakely Fenandez, General Counsel - HCRMA

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.
DATE SUBMITTED: September 23, 2024
MEETING DATE: October 21, 2024

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tierra Del Sol Golf Course Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: Staff made contact with the Golf Course Advisory Board members that their term will expire on November 1, 2024. After contact was made with:
Jorge Gonzalez
Myla Anderson
Michael Pacheco
Hector Gomez
All board members except for Hector Gomez wish to continue serving.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of (3) board members and the appointment of (1) new member to replace Hector Gomez.

Alternatives: N/A

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

ROUTING:

Elva Guajardo	Created/Initiated - 9/23/2024
Sergio Alanis	Approved - 9/23/2024
David Friedlein	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

STATE OF TEXAS **{ }**

COUNTY OF HIDALGO **{ }** **R E S O L U T I O N**
NO: R-2024-____

CITY OF PHARR **{ }**

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 99-23, has created and appointed Tierra del Sol Golf Club Advisory Board composed of nine members who shall be residents of the City of Pharr and serve a term of two and years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Jorge Gonzalez, Michael Pacheco and Myla Anderson will expire on November 5, 2024; and

WHEREAS, a vacancy has occurred as a result of a resignation of board member Hector Gomez; and

WHEREAS, appointment/re-appointment of four (4) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr

NAME:	**LENGTH OF TERM**
1.	2-Year Term (to expire on 11/1/26)
2.	2-Year Term (to expire on 11/1/26)
3.	2-Year Term (to expire on 11/1/26)
4.	2-Year Term (to expire on 11/1/26)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 21st day of October, 2024.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
IMELDA PEREZ, CITY CLERK

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Resolution in Support of the City of Pharr assuming Jurisdiction, Control, and Maintenance of TX-600 SPUR and TX-29 SPUR. **This item supports IF - Infrastructure.**

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

Issue: In furtherance of the International Bridge and all the benefits it brings to our community and nation, the City of Pharr intends to assume jurisdiction, control, and maintenance of TX-600 and TX-29 SPUR. The City of Pharr will also be partnering with the Hidalgo County Regional Mobility Authority to obtain fees from oversize/overweight permits to maintain these roads.

Below are more details on the roads of interest to the City of Pharr.

TX-600 SPUR
Length: 0.25 miles
Limits: US 281 (Military Highway) to the Pharr-Reynosa International Bridge
Source: https://www.dot.state.tx.us/tpp/hwy/SS/SS0600.htm

TX-29 SPUR
Length: 0.4 miles
Limits: US 281 (Military Highway) to the Border Safety Inspection Facility
Source: https://www.dot.state.tx.us/tpp/hwy/SS/SS0029.htm

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends proceeding with those actions approved by TxDOT and HCRMA.

Alternatives: N/A

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

ROUTING:

Maria Rangel	Created/Initiated - 10/17/2024
Ricardo Rodriguez	Approved - 10/18/2024

City Management Office Final Approval - 10/18/2024

RESOLUTION NO. R-202X-XX

RESOLUTION OF THE CITY OF PHARR, TEXAS, SUPPORTING THE REMOVAL OF TX-600 SPUR AND TX-29 SPUR FROM THE STATE HIGHWAY SYSTEM AND TRANSFER OF JURISDICTION, CONTROL, AND MAINTENANCE

WHEREAS, the City of Pharr, acting through its Commission, is a city commission created pursuant to the laws of the State of Texas; and

WHEREAS, the Pharr International Bridge (Bridge) ranks third in the nation for trade with Mexico, seventh as the largest and fastest-growing land port of entry (LPOE) nationwide; and

WHEREAS, with the Bridge now crossing 65% of the nation's produce imported through Texas from Mexico and over $47 billion in annual trade, it is vital we continue to prioritize infrastructure needs for this LPOE. It is also the top importer and exporter for the automotive, technology, oil and gas, perishables and construction sectors. Notably, the Bridge is the number one cross-border exporter for oil and petroleum gas, and is the only full-service commercial port of entry in the Rio Grande Valley; and

WHEREAS, the Pharr International Bridge is served by supporting infrastructure outside of the LPOE, which is crucial for the continued growth of trade and benefit to the residents of Pharr; and

WHEREAS, the City of Pharr proposes to make certain improvements to support the infrastructure near the Bridge and has determined that certain segments of State Right-of-Way are necessary for the furtherance of these improvements, and that such improvements will be beneficial to trade and the residents of Pharr; and

WHEREAS, the City of Pharr has determined it necessary to acquire certain segments of State Right of Way and assume responsibility for their jurisdiction, control, and maintenance.

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

SECTION 1: The City of Pharr supports the transfer of a segment (approximately 0.4 miles) on State Right-of-Way to itself, including assuming the jurisdiction, control, and maintenance of State Highway Spur Number 29 (TX-29 SPUR), also known as South Veterans Boulevard, between US 281 (Military Highway) and Border Safety Inspection Facility/End of State Maintenance, and as shown on "Exhibit A"; and

SECTION 2: The City of Pharr supports the transfer of a segment (approximately 0.25 miles) on State Right-of-Way to itself, including assuming the jurisdiction, control, and maintenance of State Highway Spur Number 600 (TX-600 SPUR), also known as South Cage Boulevard, between US 281 (Military Highway) and Pharr-Reynosa International Bridge/End of State Maintenance, and as shown on "Exhibit B"; and

SECTION 3: The City of Pharr supports partnering with the Hidalgo County Regional Mobility Authority through an interlocal agreement to obtain fees for maintenance of TX-29 SPUR and TX-600 SPUR; and

SECTION 4: The City of Pharr expresses its unanimous support for transfer of State Right-of-Way on TX-29 SPUR and TX-600 SPUR to itself and commits to assuming the jurisdiction, control, and maintenance of these roads.

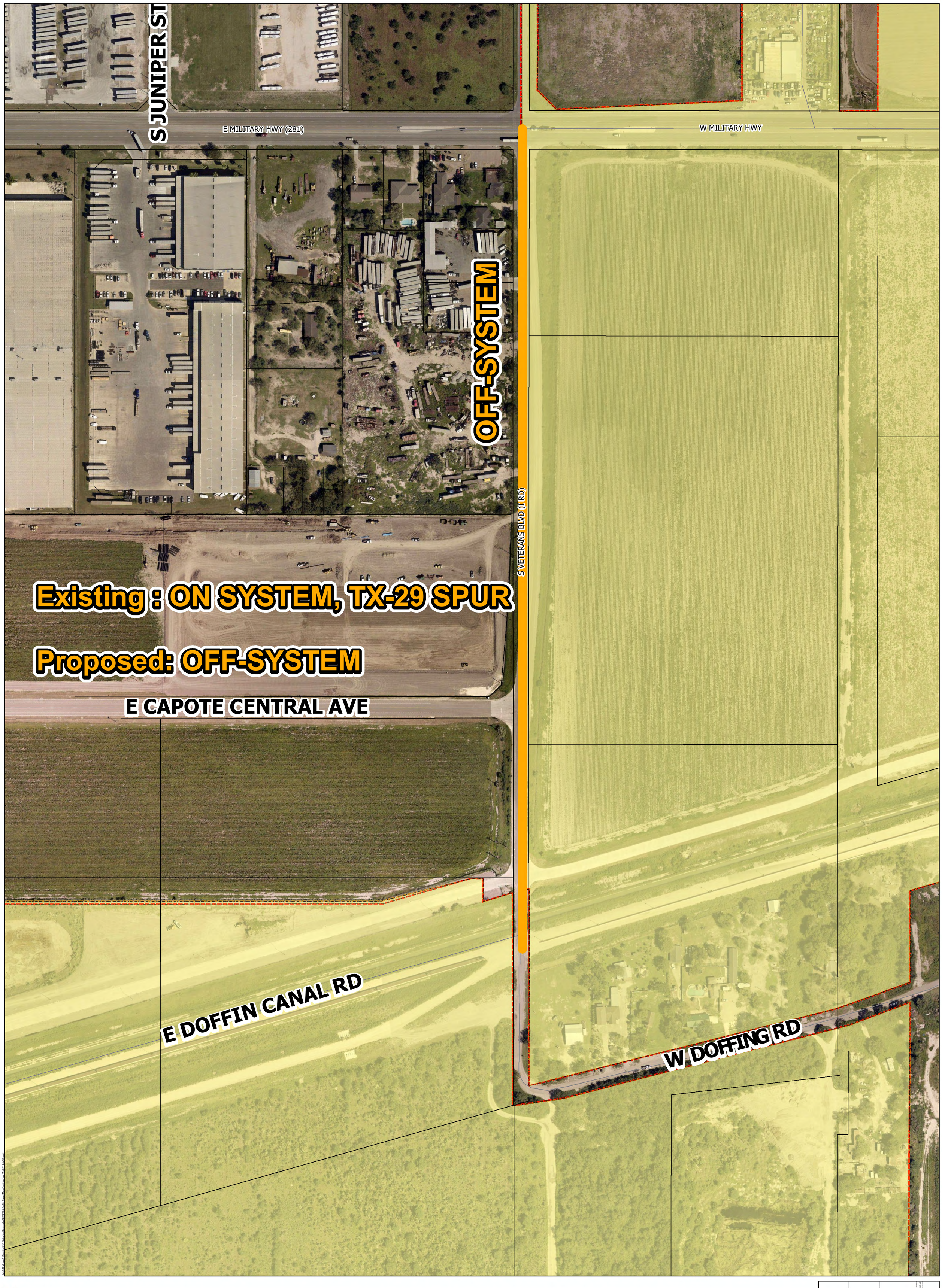
PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 21st DAY OF OCTOBER 2024.

ATTEST: CITY OF PHARR:

_____ _____

Imelda Perez, City Clerk Dr. Ambrosio Hernandez, Mayor

City of Pharr



Pharr City Limit

Pharr ETJ

Proposed OFF-SYSTEM, Existing Spur 29

Scale:1 inch = 104 feet

0 50 100 200 300 400 Feet

City of Pharr, Texas
Engineering Department
956.402.4221
Date: 10/17/2024

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

City of Pharr

Pharr City Limit

Proposed OFF-SYSTEM, Existing Spur 600

City of Pharr, Texas
Engineering Department
956.402.4221
Date: 10/17/2024

Scale:1 inch = 50 feet

0 20 40 80 120 160 Feet

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

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Presentation of Preliminary Findings of Water and Wastewater Rate Study. **This item supports IF - Infrastructure.**

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

Issue: Presentation of Proposed Water & Wastewater Rate Changes for 2024-2029.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only. No Action Required.

Alternatives: N/A

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

ROUTING:

Jamison Merrick	Created/Initiated - 10/17/2024
Jamison Merrick	Approved - 10/18/2024
Fabiola Sanchez	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.
DATE SUBMITTED: October 16, 2024
MEETING DATE: October 21, 2024

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase one (1) New 2025/26 Alexis Spartan Chassis Crane Heavy Rescue Truck for the Fire Department from SMJ Equipment, LLC. from Spring, TX for the amount of $1,986,427.00 through the BuyBoard Purchasing Cooperative Contract No. 746-24. **This item supports QL - Quality of Life.**

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

Issue: Staff requests authorization to purchase one (1) New & Unused 2025/26 Alexis Spartan Chassis Crane Heavy Rescue Truck for the amount of $1,986,427.00 through BuyBoard Purchasing Cooperative Contract No. 746-24 for the Fire Department. - Project No. 2425-01-515-P01-01

This new apparatus will replace a heavy rescue unit that was purchased in 1992, refurbished in 2008, is obsolete and has reached the end of its useful life. This unit has an 18-24 month lead time for production upon approval of specifications and shop drawing by FD staff.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to purchase a 2025/26 Alexis Spartan Chassis Crane Heavy Rescue Truck

Alternatives: N/A

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

ROUTING:

Daniela Villarreal	Created/Initiated - 10/16/2024
Mayra Gomez	Approved - 10/16/2024
Pilar Rodriguez	Approved - 10/17/2024
Hilda Pedraza	Approved - 10/17/2024
Ricardo Rodriguez	Approved - 10/17/2024
Jamison Merrick	Approved - 10/17/2024
City Management Office	Final Approval - 10/17/2024

Quote

To: City of Pharr FD
118 S Cage Blvd, Pharr Texas 78577
Chief Pilar Rodriguez
pilar.rodriguez@pharr-tx.gov
956-638-6335

Date: October 6, 2024
Quote # 10022024A

Job Description	Payment Terms	Due Date
New 2025/26 Alexis Spartan Chassis Crane heavy Rescue truck	Net 15	

Qty	Description	Unit Price	Line Total
1.00	New Alexis SS Rescue Body mounted on a Spartan Gladiator Chassis with Heavy folding Crane to attached Specifications		$ 1,972,827.00
	Delivery to Pharr texas		$ 4,500.00
	BuyBoard purchase contract # 746-24		$ 1,500.00
	Pre Construction meeting for 3-FD personnel at Alexis Factory		$ 3,800.00
	Final inspection for 3-FD personnel at Alexis Factory		$ 3,800.00
Note	**Upon delivery of the Spartan Chassis to Alexis, an Invoice for the Chassis amount from Alexis will be sent to the City of Pharr in the amount $740,321.00 to be paid**		
Note	**Alexis Pre Payment options are avab upon request**		
Note	**The proposed pricing is <u>valid until OCT 31st ,5:00pm 2024</u> and will have a Spartan chassis increase after Oct 31st for a unknown % increase as of 10/2/2024 quoting**		
		Subtotal	**$ 1,986,427.00**
		Sales Tax	N/A
		Total	**$1,986,427.00**

Make all checks payable to **SMJ Equipment, LLC** Attn: Suzanne Johnson

Thank you for your business!

1409 Spring Creek, Spring, TX 77386 Phone: (832) 713 7651 Email: accounting@smjequipment.com

Quotation

			Description	Spec Page
VEHICLE				
S	0100-012	**MODEL**	Gladiator	15
O	8012-022	**CUSTOMERS / OEMS**	Alexis Fire (08900)[1000004]	
S	8011-026	**MODEL YEAR**	Model Year - 2026	15
S	8001-001	**COUNTRY OF SERVICE**	Country of Service United States Of America	15
S	8017-009	**CAB AND CHASSIS LABELING LANGUAGE**	Cab and Chassis Labeling Language English w/Innovative Controls Labels	15
O	8006-007	**APPARATUS TYPE**	Apparatus Type Rescue	15
S	8008-001	**VEHICLE TYPE**	Vehicle Type Straight Truck	15
S	8008A-000	**VEHICLE ANGLE OF APPROACH PACKAGE**	Vehicle Angle of Approach NFPA Minimum 8.00 Degrees	15
O	0104-003	**AXLE CONFIGURATION**	Axle Configuration 6x4 (Rear Tandem Axle Drive Only)	16
O	0101-016	**GROSS AXLE WEIGHT RATINGS FRONT**	GAWR Front 23000#	16
O	0102-007	**GROSS AXLE WEIGHT RATINGS REAR**	GAWR Rear 40000#	16
S	8009-013	**WATER & FOAM TANK CAPACITY**	Water & Foam Tank Capacity 750 to 1250 Gallons	16
CAB				
O	1000-008	**CAB STYLE**	Cab Style LFD 20" Raised Roof	16
S	1501-002	**CAB FRONT FASCIA**	Cab Frt Fascia Classic	18
O	1518-013	**FRONT GRILLE**	Cab Frt Grille Classic Styled	18
S	1551-002	**CAB UNDERCOAT**	Cab Undercoat	18
S	1552-002	**CAB SIDE DRIP RAIL**	Cab Side Drip Rail	18
O	1521-002	**CAB PAINT EXTERIOR**	Cab Paint Exterior Two Tone	18
S	1533-001	**CAB PAINT PROCESS/MANUFACTURER**	Cab Paint Process/Manufacturer PPG	18
O	1522-086	**CAB PAINT PRIMARY/LOWER COLOR**	Cab Paint Primary/Lower Color PPG Red FBCH 71663	19
O	1523-378	**CAB PAINT SECONDARY/UPPER COLOR**	Cab Paint Sec/Upper Color PPG Taupe FBCH 2718	19
O	1524-006	**CAB PAINT EXTERIOR BREAKLINE**	Cab Paint Exterior Breakline Classic Special	19
O	1515-005	**CAB PAINT PINSTRIPE**	Cab Paint Pinstripe 1/2" Black Temporary	19
O	8013-156	**CAB PAINT WARRANTY**	Cab Paint Warranty PPG (10) Year RFW0710	19
O	1334-032	**CAB PAINT INTERIOR**	Cab Paint Int Bedliner Dark Red	19
S	1005-001	**CAB ENTRY DOORS**	Cab Entry Doors (4)	19
O	1101-102	**CAB ENTRY DOOR TYPE**	Cab Entry Door Type Barrier Free w/Pollak Switches	20
S	1322-007	**CAB INSULATION**	Cab Insulation Nonwoven Polyester Fiber	20
O	1570A-003	**LH EXTERIOR REAR COMPARTMENT STYLE**	LH Ext Rr Compartment Style LFD Cab 11"W	
O	1570-005	**LH EXTERIOR REAR COMPARTMENT**	LH Ext Rr Cmpt 31"H x 11"W	20

O	1540UF-021	**LH EXTERIOR REAR COMPARTMENT UNDER FLOOR DEPTH**	LH Exterior Rear Compartment Under Floor Depth 21"	20
O	1570B-002	**LH EXTERIOR REAR COMPARTMENT ACCESS**	LH Ext Rr Compt Access Hinged	
O	1540G-032	**LH EXTERIOR REAR COMPARTMENT HINGE DOOR HEIGHT**	LH EXTERIOR REAR CMPT HNG DR HEIGHT 32.00	
O	1570E-002	**LH EXTERIOR REAR COMPARTMENT LATCH TYPE**	LH Exterior Rear Compartment Latch Type D-Ring	
O	1540V-003	**LH EXTERIOR REAR COMPARTMENT INTERIOR DOOR PANEL**	LH Exterior Rr Cmpt Interior Door Panel DA Sand	
O	1540CS-001	**LH EXTERIOR REAR COMPARTMENT DOOR CHECK STRAP**	LH Exterior Rear Compartment Door Check Strap (1)	
O	1570F-001	**LH EXTERIOR REAR COMPARTMENT DEPTH ABOVE FLOOR**	LH Exterior Rear Compartment Depth Above Floor Underseat/Transverse	
O	5313-054	**LH EXTERIOR REAR COMPARTMENT LIGHTING**	LH Ext Rr Cmpt Lt LED Strip Lt	20
O	1548-012	**LH EXTERIOR COMPARTMENT INTERIOR FINISH**	LH Exterior Compartment Interior Finish Bedliner Dark Red	20
O	1571A-003	**RH EXTERIOR REAR COMPARTMENT STYLE**	RH Ext Rr Compartment Style LFD Cab 11"W	
O	1571-005	**RH EXTERIOR REAR COMPARTMENT**	RH Ext Rr Cmpt 31"H x 11"W	20
O	1541UF-021	**RH EXTERIOR REAR COMPARTMENT UNDER FLOOR DEPTH**	RH Exterior Rear Compartment Under Floor Depth 21"	21
O	1571B-002	**RH EXTERIOR REAR COMPARTMENT ACCESS**	RH Ext Rr Compt Access Hinged	
O	1541G-032	**RH EXTERIOR REAR COMPARTMENT HINGE DOOR HEIGHT**	RH EXTERIOR REAR CMPT HNG DR HEIGHT 32.00	
O	1571E-002	**RH EXTERIOR REAR COMPARTMENT LATCH TYPE**	RH Exterior Rear Compartment Latch Type D-Ring	
O	1541V-003	**RH EXTERIOR REAR COMPARTMENT INTERIOR DOOR PANEL**	RH Exterior Rr Cmpt Interior Door Panel DA Sand	
O	1541CS-001	**RH EXTERIOR REAR COMPARTMENT DOOR CHECK STRAP**	RH Exterior Rear Compartment Door Check Strap (1)	
O	1571F-001	**RH EXTERIOR REAR COMPARTMENT DEPTH ABOVE FLOOR**	RH Exterior Rear Compartment Depth Above Floor Underseat/Transverse	
O	5345-054	**RH EXTERIOR REAR COMPARTMENT LIGHTING**	RH Ext Rr Cmpt Lt LED Strip Lt	21
O	1549-002	**RH EXTERIOR COMPARTMENT INTERIOR FINISH**	RH Exterior Compartment Interior Finish DA Sand	21
S	8004-033	**CAB STRUCTURAL WARRANTY**	Cab Structural Warranty (10) Year RFW0602	21
S	9001-006	**CAB TEST INFORMATION**	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422	21

ELECTRICAL POWER DISTRIBUTION

S	5000-018	**ELECTRICAL SYSTEM**	Elec System 12V DC Multiplex	21
O	5005-201	**VEHICLE DISPLAY**	Vehicle Display Weldon Vista (2) L/R Sw Pnl	21
S	5004-002	**LOAD MANAGEMENT SYSTEM**	Load Management System Multiplex	22
S	5622-003	**DATA RECORDING SYSTEM**	Data Recording Sys Vehicle Data Weldon MUX	22
S	5031-005	**ACCESSORY POWER**	Accessory Pwr & Gnd Stud 40A Batt Dir & 15A Ign Sw & 225A Batt Dir OEM Conn	22
O	5030-050	**AUXILIARY ACCESSORY POWER**	Aux Acc Pwr 6 Fuse Blue Sea Pnl Bhd Sw Pnl w/40A Fuse Batt Dir	22
O	5032-025	**ADDITIONAL ACCESSORY POWER**	Addl Acc Pwr & Gnd Stud Bhd Drv Seat 40A Batt Dir	23
S	5011-001	**EXTERIOR ELECTRICAL TERMINAL COATING**	Exterior Electrical Terminal Coating Spray On Plasti Dip	23
S	8014-002	**ELECTRICAL SYSTEM WARRANTY**	Electrical System Warranty (2) Year RFW0202	23

ENGINE

O	1701-184	**ENGINE**	Engine Diesel 565HP/1850Ft-Lbs Cummins X15 HHD - EPA 2027	23
S	1329-002	**CAB ENGINE TUNNEL**	Cab Engine Tunnel Large	23
S	1731-002	**DIESEL PARTICULATE FILTER CONTROLS**	DPF Ctrl Regeneration Sw & Inhibit Sw	23
S	1718-002	**ENGINE PROGRAMMING HIGH IDLE SPEED**	Engine Programming High Idle Speed 1250 RPM	24
S	1719-005	**ENGINE HIGH IDLE CONTROL**	Engine High Idle Ctrl Automatic and Manual w/Disp Actv	24
S	1710-001	**ENGINE PROGRAMMING ROAD SPEED GOVERNOR**	Engine Programming Road Speed Governor Enabled	24
S	1713-010	**AUXILIARY ENGINE BRAKE**	Aux Engine Brake Compression Brake w/VG Turbo	24
O	1708-007	**AUXILIARY ENGINE BRAKE CONTROL**	Aux Engine Brake Ctrl Off/Low/High Disp	24
S	1720-003	**ELECTRONIC ENGINE OIL LEVEL INDICATOR**	Elec Engine Oil Level Indicator	25
O	1715-008	**FLUID FILLS**	Fluid Fills Under Cab	25
S	1735-001	**ENGINE DRAIN PLUG**	Engine Drain Plug	25
S	8002-001	**ENGINE WARRANTY**	Engine Warranty Cummins (5) Year/100,000 Miles	25
S	1721-001	**ENGINE PROGRAMMING REMOTE THROTTLE**	Engine Program Rmt Throttle Off	25
S	1727-001	**ENGINE PROGRAMMING IDLE SPEED**	Engine Programming Idle Speed 700 RPM	25

AIR INTAKE

S	2801-010	**ENGINE AIR INTAKE**	Engine Air Intake Filtration and Restriction w/Replaceable Element Abv Radiator	25

COOLING

S	2704-016	**ENGINE FAN DRIVE**	Engine Fan Drive Variable Speed	26
S	2701-021	**ENGINE COOLING SYSTEM**	Engine Cooling System Serial Flow w/Package Drop-Out Prov	26
S	2711-005	**ENGINE COOLING SYSTEM PROTECTION**	Engine Cooling System Protection Light Duty Skid Plate Paint Frame Color	27
S	2708-001	**ENGINE COOLANT**	Engine Coolant Extended Life	27

O	2707-002	**ENGINE COOLANT FILTER**	Engine Coolant Filter	27
S	2706-003	**ELECTRONIC COOLANT LEVEL INDICATOR**	Elec Low Coolant Level Indicator	27
S	2709-001	**COOLANT HOSES**	Coolant Hoses Silicone	27
S	2710-005	**ENGINE COOLANT OVERFLOW BOTTLE**	Engine Coolant Overflow Expansion Bottle	27

EXHAUST

S	2901-090	**ENGINE EXHAUST SYSTEM**	Eng Exhaust Sys Under Frm RH Outboard w/DPF/SCR Inline	27
S	2907-021	**DIESEL EXHAUST FLUID TANK**	Diesel Exhaust Fluid Tank LH 5 Gal Fill Thru Rr Step	28
S	2902-010	**ENGINE EXHAUST ACCESSORIES**	Engine Exhaust Acc Temp Mitigation	28
S	2906-002	**ENGINE EXHAUST WRAP**	Engine Exhaust Wrap	28
O	8018-006	**EMISSIONS SYSTEM WARRANTY**	Emissions System Warranty (10) Years Heavy HDE/450K Miles/22K Hours RFW0144	28
S	8018A-002	**REGULATED EMISSIONS WARRANTY TIRES**	Regulated Emissions Warranty Tires (2) Years/24,000 Miles RFW0145	28
S	8018B-002	**REGULATED EMISSIONS WARRANTY AIR CONDITIONING**	Regulated Emissions Warranty Air Conditioning (5) Years/100,000 Miles RFW0146	29

TRANSMISSION

O	1801-017	**TRANSMISSION**	Transmission Allison 4000 EVS	29
O	1806-004	**TRANSMISSION MODE PROGRAMMING**	Transmission Mode Programming 6th Startup/6th Mode	29
O	1811-005	**TRANSMISSION FEATURE PROGRAMMING**	Transmission Feature Programming Allison Gen 5 & 6-E I/O Package 227/Rescue	29
S	1807-005	**TRANSMISSION SHIFT SELECTOR**	Transmission GEN 5 & 6-E Shift Sel Key Pad/Push Button	30
S	1815-002	**ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR**	Elec Transmission Oil Level Indicator	30
S	1814-002	**TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE**	2nd Gear Pre-Select	30
S	1808-007	**TRANSMISSION COOLING SYSTEM**	Transmission Cooling System	30
S	1817-001	**TRANSMISSION DRAIN PLUG**	Transmission Drain Plug	30
S	8005-001	**TRANSMISSION WARRANTY**	Transmission Warranty Allison (5) Year	30

POWER TAKE OFF

O	2005-008	**PTO LOCATION**	PTO Location 8:00/1:00	30

DRIVELINE

O	3001-017	**DRIVELINE**	Driveline MSI 1810/1710 w/Meritor U-Joints w/Thrust Washers	30
O	3002-003	**DRIVELINE RETARDER**	Driveline Retarder Frame Mnt Telma	31
O	3013-005	**MIDSHIP RETARDER CONTROL**	Driveline Ret Ctrl Brk Only On/Off Sw Disp	31

FUEL SYSTEMS

O	3109-064	**FUEL FILTER/WATER SEPARATOR**	Fuel Filter/Wtr Separator Racor GreenMAX 6600R w/Lt & Alarm	31
O	3111-002	**FUEL LINES**	Fuel Lines Wire Braid	31
S	3103-008	**ELECTRIC FUEL PRIMER**	Electric Fuel Primer Engine Sply Electric Lift Pump	31

O	3101-102	**FUEL TANK**	Fuel Tank 68 Gallon	32
S	3130-001	**FUEL TANK MATERIAL AND FINISH**	Fuel Tank Material Steel & Finish Painted Frame Components Color	32
S	3131-001	**FUEL TANK STRAP MATERIAL AND FINISH**	Fuel Tank Strap Material Steel & Finish Painted Frame Components Color	32
O	3102-025	**FUEL TANK FILL PORT**	Fuel Tank Fill Port LH Mid/RH Mid	32
O	3114-002	**FUEL TANK SERVICEABILITY PROVISIONS**	Fuel Tank Serviceability Prov 8' Fuel Line Extension	32
S	3115-002	**FUEL TANK DRAIN PLUG**	Fuel Tank Drain Plug Magnetic	32

FRONT AXLE

O	2401-022	**FRONT AXLE**	Frt Axle Meritor MFS 23000# Beam	33
S	8059-024	**FRONT AXLE WARRANTY**	Front Axle Warranty Meritor 2026	
S	2405-001	**FRONT WHEEL BEARING LUBRICATION**	Frt Wheel Bearing Lube Oil	33

FRONT SUSPENSION

S	2502-002	**FRONT SHOCK ABSORBERS**	Frt Shock Absorbers Bilstein	33
O	2501-018	**FRONT SUSPENSION**	Frt Suspension 11 Leaf 23000#	33

STEERING

S	2601-006	**STEERING COLUMN/WHEEL**	Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke	33
S	2609-002	**ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR**	Elec Power Steering Fluid Level Indicator	34
S	2603-011	**POWER STEERING PUMP**	Power Steering Pump TRW w/Passive Cooler	34
S	2606-009	**FRONT AXLE CRAMP ANGLE**	Front Axle Cramp Angle 48L/44R Degrees	34
S	2610-005	**POWER STEERING GEAR**	Power Steering Gear TRW TAS 85 w/Assist	34
S	2608-001	**CHASSIS ALIGNMENT**	Chassis Alignment	34

REAR AXLE

O	3401-019	**REAR AXLE**	Rear Axle 40000# Meritor RT-40-160	34
S	3403-001	**REAR AXLE DIFFERENTIAL LUBRICATION**	Rear Axle Differential Lubrication Oil	34
S	8061-021	**REAR AXLE WARRANTY**	Rear Axle Warranty Meritor 2026	
S	3411-001	**REAR WHEEL BEARING LUBRICATION**	Rear Wheel Bearing Lubrication Oil	34
O	3407-008	**REAR AXLE DIFFERENTIAL CONTROL**	Rear Axle Differential Ctrl Interaxle Lock Disp	35
S	3408-008	**VEHICLE TOP SPEED**	Vehicle Top Speed 68 MPH	35
S	3410-001	**REAR AXLE EXTERNAL VENT**	Rear Axle External Vent OEM Housing Breather	

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O	3501-030	**REAR SUSPENSION**	Rear Susp Hendrickson FireMaax Air 40000-48000#	35
O	3503-003	**REAR SHOCK ABSORBERS**	Rear Shock Absorbers Suspension Sply	35

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S	3625-002	**TIRE INTERMITTENT SERVICE RATING**	Tire Intermittent Service Ratings Acceptable	35
O	3601-082	**FRONT TIRE**	Frt Tire 425/65R 22.5 Goodyear Armor Max MSA	35
O	3602-078	**REAR TIRE**	Rear Tire 12R 22.5 Goodyear Endurance RSA	36
O	3413-538	**REAR AXLE RATIO**	Rear Axle Ratio 5.38	36
S	3614-030	**TIRE PRESSURE INDICATOR**	Tire Pressure Ind Frt & Rr LED	36

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O	3703-062	**REAR WHEEL**	Rr Whl Alcoa Dura-Bright 22.5 x 8.25 Alum	36
O	3719-002	**BALANCE WHEELS AND TIRES**	Balance Wheels & Tires	37

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O	3205-049	**BRAKE SYSTEM**	Brake System ABS/ATC/ESC Tandem Axle	37
S	3206-003	**FRONT BRAKES**	Frt Brakes Meritor EX225 Disc 17"	37
O	3207-003	**REAR BRAKES**	Rr Brakes Meritor EX225 Disc 17"	38
S	3208-001	**PARK BRAKE**	Prk Brake Rr Wheels Only	38
O	3204-030	**PARK BRAKE CONTROL**	Prk Brake Ctrl Sw Pnl Mnt LH Pnl	38
O	3202-005	**AIR DRYER**	Air Dryer Wabco System Saver 1200 Bhd LH Batt Box	38
S	3215-004	**FRONT BRAKE CHAMBERS**	Frt Brake Chambers MGM Type 24 Long Stroke	38
O	3210-023	**REAR BRAKE CHAMBERS**	Rr Brake Chambers TSE 24/30 H.O.T.	38

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S	3320-001	**AIR COMPRESSOR**	Air Compressor Wabco SS318 18.7 CFM	38
S	3339-004	**AIR GOVERNOR**	Air Governor Mnt on Air Dryer Bracket	38
O	3305-002	**AUXILIARY AIR RESERVOIR**	Aux Air Reservoir 2084 Cu In	39
O	3303-002	**MOISTURE EJECTORS**	Moisture Ejectors w/Cable	39
O	3307-003	**AIR SUPPLY LINES**	Air Sply Lines Nylon w/Compression Fittings/Protective Loom	39
O	3334-002	**AIR TANK SPACERS**	Air Tank Spacers Inboard 1.5"	39
O	3338-001	**REAR AIR TANK MOUNTING**	Rear Air Tank Mnt Any Bhd Rear Axle Parallel w/Frame	39

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O	2103-2785	**WHEELBASE**	Wheelbase 278.5"	39
O	2106-1430	**REAR OVERHANG**	Rear Overhang 143.0"	39
O	2101-004	**FRAME**	Frame Triple Channel 35.00" Width	39
S	2110-201	**FRAME PAINT**	Frame Paint Hot Dipped Galvanized - Frame Only Addl Comp Blk Powder Coat	40
S	8007-036	**FRAME ASSEMBLY STRUCTURAL WARRANTY**	Frame Assembly Structural Warranty (50) Year RFW0305	41
S	8019-003	**FRAME RAIL CORROSION WARRANTY**	Frame Rail Corrosion Warranty (25) Year RFW0316	41
S	8022-004	**FRAME COMPONENTS CORROSION WARRANTY**	Frame Components Corrosion Warranty (3) Year RFW0315	41

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O	2201-002	**FRONT BUMPER**	Frt Bumper Structural Steel Channel Severe Duty	41
O	2202-011	**FRONT BUMPER EXTENSION LENGTH**	Frt Bumper Extension Length 26"	41
O	2206-001	**FRONT BUMPER PAINT**	Frt Bumper Paint Primary/Lower Cab Color	41
O	2221-014	**FRONT BUMPER WINCH**	Frt Bumper Winch Ramsey Hydraulic 20,000 lbs No Plumbing	42
O	2208-010	**FRONT BUMPER APRON**	Frt Bumper Apron For 26" Extension	42
O	2211-005	**FRONT BUMPER COMPARTMENT CENTER**	Frt Bumper Cmpt Ctr Winch Access w/Cover	42
O	2212-002	**FRONT BUMPER COMPARTMENT LH**	Frt Bumper Cmpt LH	42
O	2213-002	**FRONT BUMPER COMPARTMENT RH**	Frt Bumper Cmpt RH	42
O	2210-002	**FRONT BUMPER COMPARTMENT COVER HARDWARE**	Frt Bumper Cmpt Cover Hardware Gas Cylinder/D-Ring	42
O	5503-022	**MECHANICAL SIREN**	Mechanical Siren Federal Signal Q2B Pedestal Mnt	42
O	2218-043	**MECHANICAL SIREN LOCATION**	Mech Siren Location Shiploose	43
S	5501-020	**AIR HORN**	Air Horn (2) 21" Round Hadley E-Tone	43
S	2216-010	**AIR HORN LOCATION**	Air Horn Location (2) Frt Bmpr Face R/L IB	43
O	2232-003	**AIR HORN RESERVOIR**	Air Horn Reservoir (1) 2084 Cu In	43
O	5504-030	**ELECTRONIC SIREN SPEAKER**	Elect Siren Speaker (2) 100W Cast Products SA4301	43
O	2217-011	**ELECTRONIC SIREN SPEAKER LOCATION**	Elec Siren Speaker Location (2) Frt Bmpr Face R/L OB	43
O	5507-003	**FIRE BELL**	Fire Bell Electric Chrome w/Eagle	43
O	2229-003	**FIRE BELL LOCATION**	Fire Bell Location Frt Bumper Apron RH	43
O	2203-005	**FRONT BUMPER TOW HOOKS**	Frt Bumper Tow Hooks Chrome Side Rwd	43
O	2204-006	**FRONT BUMPER TOW EYES**	Frt Bumper Tow Eyes 2" Chrome Through	43

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O	2302-005	**CAB TILT AUXILIARY PUMP**	Cab Tilt Aux Pump Manual Mnt w/Tilt Pump	44
O	2303-003	**CAB TILT LIMIT SWITCH**	Cab Tilt Limit Sw Preset Limit	44
O	2305-003	**CAB TILT CONTROL RECEPTACLE**	Cab Tilt Ctrl Receptacle For Customer Install In Body	44
S	2306-002	**CAB TILT LOCK DOWN INDICATOR**	Cab Tilt Lock Down Indicator	45

CAB GLASS

S	1401-110	**CAB WINDSHIELD**	Cab Windshield w/Shade Band	45
O	1402-002	**GLASS FRONT DOOR**	Glass Frt Dr Pwr	45
O	1407-002	**GLASS TINT FRONT DOOR**	Glass Tint Frt Dr Automotive Dark Gray	45
O	1419-008	**GLASS REAR DOOR RIGHT HAND**	Glass Rr Dr RH Pwr	45
O	1430-002	**GLASS TINT REAR DOOR RIGHT HAND**	Glass Tint Rr Door RH Automotive Dark Gray	46
O	1412-008	**GLASS REAR DOOR LEFT HAND**	Glass Rr Dr LH Pwr	46
O	1431-002	**GLASS TINT REAR DOOR LEFT HAND**	Glass Tint Rr Door LH Automotive Dark Gray	46
S	1410-103	**GLASS SIDE MID RIGHT HAND**	Glass Side Mid RH Fxd 15.50"W x 27"H	46
O	1432-002	**GLASS TINT SIDE MID RIGHT HAND**	Glass Tint Side Mid RH Automotive Dark Gray	46

S	1409-103	**GLASS SIDE MID LEFT HAND**	Glass Side Mid LH Fxd 15.50"W x 27"H	46
O	1433-002	**GLASS TINT SIDE MID LEFT HAND**	Glass Tint Side Mid LH Automotive Dark Gray	46

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S	1614-204	**CLIMATE CONTROL**	Climate Ctrl Htr Defroster A/C SGM Ovrhd Alum 10-24" RR Short Plenum	47
S	1632-002	**CLIMATE CONTROL DRAIN**	Climate Control Drain Gravity	48
S	1617-201	**CLIMATE CONTROL ACTIVATION**	Climate Ctrl Actv Rotary Dash Mnt Ctr	48
O	1620-027	**HVAC OVERHEAD COVER PAINT**	HVAC Overhead Cover Paint Dark Red	48
S	1603-003	**A/C CONDENSER LOCATION**	A/C Condenser Location Roof Mnt Fwd Ctr	48
S	1601-013	**A/C COMPRESSOR**	A/C Compressor TM-31/QP-31	48
O	1608-002	**CAB CIRCULATION FANS FRONT**	Cab Circulation Fans Frt (2) Outboard	48
O	1609-002	**CAB CIRCULATION FANS REAR**	Cab Circulation Fans Rear (2) Outboard	49
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O	1341-002	**CAB MODIFICATION**	Cab Modification - Tunnel Rear Chassis Special Option Provisional Pocket	49
S	1302-001	**INTERIOR TRIM**	Interior Trim Vinyl	50
O	1368-003	**REAR WALL INTERIOR TRIM**	Rear Wall Interior Trim Painted Aluminum	50
S	1306-006	**HEADER TRIM**	Header Trim XDuty	50
S	1305-015	**TRIM CENTER DASH**	Trim Center Dash XDuty w/Gas Cylinder Stay	50
S	1339-102	**TRIM LEFT HAND DASH**	Trim LH Dash XDuty	50
S	1321-004	**TRIM RIGHT HAND DASH**	Trim RH Dash XDuty Glove Cmpt/MDT Prov	50
S	1307-002	**ENGINE TUNNEL TRIM**	Eng Tnl Trim Flr Mat	50
O	1303-011	**STEP TRIM**	Step Trim Grip Strut Lwr TPlt Mid	51
O	1336-002	**STEP TRIM KICKPLATE**	Step Trim Kickplate Treadplate	51
O	1379-004	**UNDER CAB ACCESS DOOR**	Under Cab Access Door Rear Step LH Tread Plate	51
S	1102-013	**INTERIOR DOOR TRIM**	Interior Door Trim Painted	51
S	1323-050	**DOOR TRIM CUSTOMER NAMEPLATE**	Door Trim Customer Nameplate	51
O	1105-022	**CAB DOOR TRIM REFLECTIVE**	Cab Dr Trim Reflective Vert Stripe/6" Red/Yellow Chevron	51
S	1308-001	**INTERIOR GRAB HANDLE "A" PILLAR**	Interior Grab Handle 'A' Pillar 11" Molded	51
O	1332-017	**INTERIOR GRAB HANDLE FRONT DOOR**	Interior Grab Handle Frt Door Horiz 9" Yellow	51
S	1345-002	**INTERIOR GRAB HANDLE REAR DOOR**	Int Grab Handle Rr Dr Alum Window Span 30" Black Powder Coat	52
S	1301-003	**INTERIOR SOFT TRIM COLOR**	Interior Soft Trim Color Gray	52
O	1337-002	**INTERIOR TRIM SUNVISOR**	Interior Trim Sunvisor Tinted	52
S	1304-001	**INTERIOR FLOOR MAT COLOR**	Interior Floor Mat Color Gray	52
O	1335-014	**CAB PAINT INTERIOR DOOR TRIM**	Cab Paint Int Dr Trim Bedliner Dark Red	52

O	1371-014	**HEADER TRIM INTERIOR PAINT**	Header Trim Interior Paint Bedliner Dark Red	52
O	1370-015	**TRIM CENTER DASH INTERIOR PAINT**	Trim Center Dash Interior Paint Bedliner Dark Red	52
O	1378-015	**TRIM LEFT HAND DASH INTERIOR PAINT**	Trim LH Dash Interior Paint Bedliner Dark Red	52
O	1373-015	**TRIM RIGHT HAND DASH INTERIOR PAINT**	Trim RH Dash Interior Paint Bedliner Dark Red	52
O	1369-014	**REAR WALL INTERIOR PAINT**	Rear Wall Interior Paint Bedliner Dark Red	53
O	1344-009	**DASH PANEL GROUP**	Dash Pnl Group 3-Pnl w/Black Textured Aluminum Panels	53
S	1312-002	**SWITCHES CENTER PANEL**	Switches Ctr Pnl 6 Upr LH	53
S	1313-002	**SWITCHES LEFT PANEL**	Switches Left Pnl 1 Wiper	53
S	1314-001	**SWITCHES RIGHT PANEL**	Switches Right Pnl 0	53

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S	1237-005	**SEAT MATERIAL**	Seat Material Bostrom Durawear Plus	53
O	1243-003	**SEAT COLOR**	Seat Color Black/Red Seat Belts	54
O	1249-222	**SEAT BACK LOGO**	Seat Back Logo Madison Twp	54
O	1201-006	**SEAT DRIVER**	Seat Driver Bostrom Firefighter 4-Way Air Non-ABTS	54
O	1213-015	**SEAT BACK DRIVER**	Seat Back Driver Non-SCBA Non-ABTS	54
S	1219-001	**SEAT MOUNTING DRIVER**	Seat Mounting Driver	54
O	1202-041	**SEAT OFFICER**	Seat Officer Bostrom Firefighter 4-Way Air 500 Series ABTS	54
O	1214-034	**SEAT BACK OFFICER**	Seat Back Officer SCBA IMMI SmartDock	55
S	1220-002	**SEAT MOUNTING OFFICER**	Seat Mounting Officer	55
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O	1265-001	**SEAT FORWARD FACING OUTER LOCATION**	Seat FFO Location Primary Pos (2) R/L	55
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O	1217-028	**SEAT BACK FORWARD FACING OUTER**	Seat Back FFO SCBA Bostrom SecureAll w/Quick-Adjust	56
O	1223-003	**SEAT MOUNTING FORWARD FACING OUTER**	Seat Mounting FFO Inboard	57
O	1266-005	**SEAT FORWARD FACING CENTER LOCATION**	Seat FFC Location Secondary Pos Ctr	57
O	1206-033	**SEAT CREW FORWARD FACING CENTER**	Seat Crew FFC Bostrom Firefighter Fixed 500 Series	57
S	1218-031	**SEAT BACK FORWARD FACING CENTER**	Seat Back FFC SCBA Bostrom SecureAll w/Quick-Adjust	57
O	1269-102	**SEAT FRAME FORWARD FACING**	Seat Frm Fwd Fcg Triple Width	58
O	1281-103	**SEAT FRAME FORWARD FACING STORAGE ACCESS**	Seat Frm Fwd Fcg Strg Acc Dr (2) R/L Fwd	58
S	1224-002	**SEAT MOUNTING FORWARD FACING CENTER**	Seat Mounting Forward Facing Center	58
O	1311-103	**CAB FRONT UNDERSEAT STORAGE ACCESS DOOR**	Cab Frt Undrst Strg Acc Dr LH	58
O	1355-017	**SEAT COMPARTMENT DOOR FINISH**	Seat Compartment Door Finish Bedliner Dark Red	58

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O	1115-002	**DOOR LOCK LH REAR CAB COMPARTMENT**	Door Lock LH Rear Cab Compartment Manual	59
O	1116-002	**DOOR LOCK RH REAR CAB COMPARTMENT**	Door Lock RH Rear Cab Compartment Manual	59
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O	1504-026	**REARVIEW MIRRORS**	Mirror Bus Style Ramco 6015-FFHR-750R Rmt Htd	59
S	1529-003	**REARVIEW MIRROR HEAT SWITCH**	Rearview Mirror Heat Sw Disp	60
O	1525-002	**EXTERIOR TRIM REAR CORNER**	Exterior Trim Rear Corner Scuff Plate	60
S	1513-001	**CAB FENDER**	Cab Fender SS w/ABS Liner	60
S	1514-002	**MUD FLAPS FRONT**	Mud Flaps Frt	60
S	1526-026	**CAB EXTERIOR FRONT & SIDE EMBLEMS**	Cab Ext Frt & Side Emblems Spartan	60
S	1502-052	**CAB EXTERIOR MODEL NAMEPLATE**	Cab Exterior Model Nameplate Gladiator	60

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S	5108-010	**BATTERY JUMPER STUD**	Batt Jumper Stud Frt LH Lwr Step 8" Apart	61
S	5104-002	**ALTERNATOR**	Alternator Leece-Neville 320A	61
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O	5450L2-002	**FRONT LIGHTBAR LIGHT POSITION 2**	Cab Front Lightbar Position 2 - Red LH Side	
O	5450L4-002	**FRONT LIGHTBAR LIGHT POSITION 4**	Cab Front Lightbar Position 4 - Red	
O	5450L5-003	**FRONT LIGHTBAR LIGHT POSITION 5**	Cab Front Lightbar Position 5 - White	
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Specification

MODEL

The chassis shall be a Gladiator model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2026 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. The chassis manufacturer is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from the chassis manufacturer or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English. All applicable caution, warning, and safety notice labels shall be Innovative Controls brand. Where applicable to the location within the specific layout and label package of the cab and chassis, the labels shall include decorative chrome bezels. Designs shall include bezels that fit individual labels or packaged configurations of labels in certain common locations.

APPARATUS TYPE

The apparatus shall be a rescue vehicle designed for emergency service use which shall include the functions of a multipurpose vehicle which primarily provides support services at emergency scenes.

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

VEHICLE ANGLE OF APPROACH PACKAGE

The angle of approach of the apparatus shall be a minimum of 8.00 degrees.

NFPA1901 Angle of Approach definition:
"To determine the angle of approach, place a thin steel strip against the front of the tires where they touch the ground or stretch a tight string from one front tire to the other at the front where they touch the ground. Determine the lowest point (component or equipment) on the vehicle forward of the front tire that would make the smallest angle of approach. Hang a plumb bob from the lowest point and mark the point on the ground where the point of the plumb bob touches. Measure the vertical distance from the ground to the point where the plumb bob was hung (distance *V*). Measure the horizontal distance from the plumb bob point to the steel strip or string running from front tire to front tire (distance *H*). Divide the vertical distance by the horizontal distance. The ratio of *V/H* is the tangent of the angle of approach. If the ratio is known, the angle of approach can be determined from a table of trigonometric functions of angles or from a math calculator. The standard requires a minimum angle of approach of 8.00 degrees: since the tangent of 8.00 degrees is 0.1405, if *V* divided by *H* is 0.1405 or larger, the angle of approach is 8.00 degrees or greater."

AXLE CONFIGURATION

The chassis shall feature a 6 x 4 axle configuration consisting of a tandem rear drive axle set with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 23,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 40,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

WATER & FOAM TANK CAPACITY

The chassis shall include a carrying capacity of 750 gallons (2839 liters) to 1250 gallons (4732 liters). The water and/or foam tank(s) shall be supplied and installed by the apparatus manufacturer.

CAB STYLE

The cab shall be a custom, fully enclosed, LFD model with a 20.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to ten (10) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by

reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the "A" pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 99.40 inches wide with a minimum interior width of 91.00 inches. The overall cab length shall be 144.60 inches with 67.50 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 75.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 63.38 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 71.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille. The grille shall measure 55.45 wide X 33.50 inches high X 1.50 inches deep. The grille shall include a minimum free air intake of 750.00 square inches.

CAB UNDERCOAT

There shall be a rubberized undercoating applied to the underside of the cab that provides abrasion protection, sound deadening and corrosion protection.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab exterior shall be painted two tone per customers specified paint colors following the RFG-SR-001 paint standards.

CAB PAINT PROCESS/MANUFACTURER

The cab shall be painted with PPG Industries paint prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the cab shall be mechanically etched by sanding disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once all imperfections on the exterior surfaces are removed and sanded smooth, body fillers shall be applied to the cab on all surfaces that require a critically aesthetic finish and sanded smooth.

The entire cab shall then be coated with a high quality base primer that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be sanding the cab to a smooth finish followed by sealing the seams with an automotive seam sealer. The minimum thickness of the primer coat after sanding shall be 2.50 mils with a maximum thickness of 5.00 mils.

The cab shall then be painted the specific color(s) designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on an emergency scene. The paint shall have a minimum thickness of 1.00 mils with a maximum of 4 mills, followed by a clear top coat with a minimum of 2.5 mils and a maximum of 3.5 mils. The entire cab shall then be baked to speed the curing process of the coatings.

CAB PAINT PRIMARY/LOWER COLOR

The lower paint color shall be PPG FBCH 71663 Red.

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be PPG FBCH 2718 MED taupe diamond fire poly.

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which is specifically detailed by the customer. This special paint breakline shall be represented in a photograph or drawing and shall be provided with the chassis order.

CAB PAINT PINSTRIPE

Where the upper and lower paint colors meet a temporary 0.50 inch wide black pinstripe shall be applied over this break line to offer a more finished look prior to the final pinstripe being installed by the OEM.

CAB PAINT WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall feature a dark red spray on bedliner coating which shall mold to each surface of the cab interior. The bedliner shall be environmentally friendly and chemically resistant.

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

CAB ENTRY DOOR TYPE

All cab entry doors shall be barrier clear design resulting in exposed lower cab steps. The doors shall provide approximately 32.00 inches of clearance from the ground to the bottom of the door so cab doors may be opened un-hindered by most obstacles encountered, such as guard rails along interstate highways.

Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include a nonwoven polyester fiber insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

LH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the left side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 31.19 inches high. The compartment size shall be 11.34 inches wide X 31.19 inches high.

LH EXTERIOR REAR COMPARTMENT UNDER FLOOR DEPTH

The cab shall offer an exterior compartment on the left side of the cab behind the rear door with a depth of 21.19 inches under the cab floor.

LEFT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) clear LED strip light installed to illuminate the exterior rear compartment on the left side of the cab. The strip light shall be sized appropriately to illuminate all usable surfaces in the compartment.

LH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the left hand exterior compartment shall feature a dark red spray on bedliner coating.

RH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the right side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 31.19 inches high. The compartment size shall be 11.34 inches wide X 31.19 inches high.

RH EXTERIOR REAR COMPARTMENT UNDER FLOOR DEPTH

The cab shall offer an exterior compartment on the right side of the cab behind the rear door with a depth of 21.19 inches under the cab floor.

RIGHT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) clear LED strip light installed to illuminate the exterior rear compartment on the right side of the cab. The strip light shall be sized appropriately to illuminate all usable surfaces in the compartment.

RH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the right hand exterior compartment shall have a DA sanded finish.

CAB STRUCTURAL WARRANTY

Purchaser shall receive a Cab Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0602. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

VEHICLE DISPLAY

The multiplex electrical system shall include (2) Weldon Vista IV displays which shall be located one (1) on the right side of the dash in the switch panel and one (1) on the left side of the dash in the switch panel. The Vista IV displays shall feature full color LCD display screens which include a message bar displaying the time of day and important messages requiring acknowledgement by the user which shall

all be displayed on the top of the screen in the order they are received. There shall be eight (8) push button virtual controls, four (4) on each side of the display for the on-board diagnostics. The display screens shall be video ready for back-up cameras, thermal cameras, and DVD.

The Vista IV displays shall offer varying fonts and background colors. The displays shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type B USB connection point, remotely mounted in the left side foot well.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud. A 225 amp battery direct power and ground stud shall be provided and installed on the chassis near the left hand battery box for OEM body connections.

AUXILIARY ACCESSORY POWER

An auxiliary six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed behind the switch panel. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

ADDITIONAL ACCESSORY POWER

An additional set of power and ground studs shall be provided and installed behind the driver seat with a 40 amp breaker. The studs shall be 0.38 inch diameter and capable of carrying up to a 40 amp battery direct load.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ELECTRICAL SYSTEM WARRANTY

Purchaser shall receive an Electrical System Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0202. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ENGINE

The chassis engine shall be a Cummins heavy heavy duty (HHD) certified X15 engine. The X15 engine shall be an in-line six (6) cylinder, four-cycle diesel-powered engine. The engine shall offer a rating of 565 horsepower at 1800 RPM and shall be governed at 1900 RPM. The torque rating shall feature 1850-foot pounds of torque at 1000 RPM with 912 cubic inches (14.9 liter) of displacement.

The engine shall feature a VGT™ Turbocharger, a high-pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2027 emissions standards.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

Until the 2027 EPA engine integration is finalized, option availability and body design relative to engine and aftertreatment are subject to change. Additional costs associated with the 2027 EPA engine will be passed on to the end user. No exceptions.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade 0.19 of an inch thick aluminum alloy plate. The tunnel shall be a maximum of 46.50 inches wide X 29.00 inches high.

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control which shall be pre-set to operate the engine at a specified RPM to increase alternator output if the system voltage drops to 12.5 volts. This device shall automatically operate only when the engine is running, the transmission is in neutral, and with the parking brake set. The automatic high idle will stay engaged for a minimum of ten (10) minutes and until the system, voltage has reached 13.0 volts. Application of the service brake will override the automatic high idle and reset timer. The vehicle shall be equipped with a high-idle speed virtual button on the vehicle display and control screen to activate/deactivate manual control only. It shall be pre-set so when activated, it will operate the engine at the specified RPM to increase alternator output. This device shall operate only when the engine is running, the transmission is in neutral, and with the parking brake set. When automatically engaged the high idle shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake pedal is released, or when the transmission is placed in neutral. Virtual control screen shall not override automatic high idle between voltage parameters during timed cycle. Display shall indicate when high idle is disabled, enabled, or active.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.

- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/high virtual button through the vehicle display and control screen. The system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The engine oil, coolant, transmission, and power steering fluid fills shall be located under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator. This ember separator shall be designed to protect the downstream air filter from embers using a combination of unique flat and crimped metal screens packaged in a heavy duty galvanized steel frame. This multilayered screen shall trap embers and allow them to burn out before passing through the pack.

The engine air intake system shall also include an air cleaner mounted above the radiator. This air cleaner shall utilize a replaceable dry type filter element designed to prevent dust and debris from being ingested into the engine. A service cover shall be provided on the housing, reducing the chance of contaminating the air intake system during air filter service.

The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton fully variable type fan drive with SmartClutch J-1939 CAN controller.

The variable speed fan clutch only engages at the amount needed for proper cooling to facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail-safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure. The fan speed shall include a J-1939 CAN clutch controller to receive signal from the engine control module to activate at variable rates of speed. Variable speeds shall be set through thermostatic and engine speed signals to run as efficiently and quietly as required to maintain temperature.

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to observe coolant in the system. A cold fill and observation line shall be included within the frame mounted translucent recovery bottle to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone

hump hoses and stainless steel “constant torque” style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

ENGINE COOLANT FILTER

An engine coolant filter with a shut-off valve for the inlet and outlet shall be installed on the chassis. The location of the filter shall allow for easy maintenance.

Proposals offering engines equipped with coolant filters shall be supplied with standard non-chemical type particulate filters.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel constant torque band clamps.

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow expansion bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground.

ENGINE EXHAUST SYSTEM

The exhaust system shall include an end-in end-out horizontally mounted dual module after treatment device, and downpipe from the charge air cooled turbo. The dual module shall include a diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system after treatment module shall be mounted below the frame in the outboard position.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of five (5) usable gallons and shall be mounted on the left hand side of the chassis frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

The exhaust flex joint shall not include the thermal exhaust wrap.

EMISSIONS SYSTEMS WARRANTY

Purchaser shall receive a Regulated Emissions Systems ten (10) years, or 450,000 miles, or 22,000 engine hours limited warranty for heavy heavy-duty engines in accordance with, and subject to, warranty certificate RFW0144. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY TIRES

Purchaser shall receive a regulated emissions tires two (2) years or 24,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0145. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY AIR CONDITIONING

Purchaser shall receive a regulated emissions air conditioning five (5) years or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0146. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

TRANSMISSION

The drive train shall include an Allison model EVS 4000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Allison formulated Castrol TranSynd™ synthetic transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st	3.51:1
2nd	1.91:1
3rd	1.43:1
4th	1.00:1
5th	0.74:1
6th	0.64:1 (if applicable)
Rev	4.80:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select a six (6) speed operation without the need to press the mode button.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V/VI-E transmission EVS group package number 127 shall contain the 227 vocational package in consideration of the duty of this apparatus for rescue. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V/VI-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

Function ID	Description	Wire assignment
Inputs		
C	PTO Request	143
F	Aux. Function Range Inhibit (Special)	101/142
Outputs		
G	PTO Enable Output (See Input Function C)	130
S	Neutral Indicator for PTO	145
	Signal Return	103

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o’clock position and one (1) in the 1:00 o’clock position.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with MSI 1810 series universal joints for the main drivelines, and 1710 series for the inter-axle shaft. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®. The drivelines shall include Meritor brand u-joints with thrust washers.

DRIVELINE RETARDER

A Telma electromagnetic driveline retarder shall be frame mounted on the chassis to act as an auxiliary braking system.

MIDSHIP RETARDER CONTROL

There shall be four (4) stages of activation for the driveline retarder. The first stage shall be 25% activation, the second stage shall be 50% activation, the third stage shall be 75% activation and the fourth stage shall be 100% activation. All four stages shall work off pressure applied to the service brake. The first stage shall activate with 3 PSI of pressure, the second stage shall activate with 5 PSI of pressure, the third stage shall activate with 7 PSI of pressure, and the fourth stage shall activate with 10 PSI of pressure. The driveline retarder shall be controlled by a virtual On/Off switch located on the vehicle display and control screen. There shall be an indicator light mounted in the instrument panel. The indicator light shall indicate each of the four (4) stages of activation.

The driveline retarder shall disengage in pump mode or during an ABS event. A positive activation of the driveline retarder shall activate the brake lights.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Racor GreenMAX 6600R fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve and a see-through cover to allow visual inspection of fuel and filter condition. The Racor 6600R shall meet engine requirements for particulate size, collection capacity, removal efficiency, and water removal efficiency. The filter shall be capable of handling a maximum flow rate of 150 gallons per hour.

A secondary fuel filter shall be included as approved by the engine manufacturer.

An instrument panel lamp and audible alarm which indicates when water is present in the fuel-water separator shall also be included.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall be connected with reusable steel fittings.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with “U” straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge aluminized steel. The exterior of the tank shall be powder coated black and then painted to match the frame components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 Method B, results to be 5B minimum. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794, results to be 5B minimum.

Any proposals offering painted fuel tanks with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of ASTM A-36 steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK FILL PORT

The fuel tank fill ports shall be even with the left and right fill port located in the middle position of the fuel tank.

FUEL TANK SERVICEABILTY PROVISIONS

The chassis fuel lines shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 8.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

FRONT AXLE

The front axle shall be a Meritor Easy Steer Non drive front axle, model number MFS-20. The axle shall include a 3.74 inch drop and a 71.00 inch king pin intersection (KPI). The axle shall include a conventional style hub with a standard knuckle. The weight capacity for the axle shall be rated to 23,000 pounds. This rating shall require special approvals from the wheel manufacturers.

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and "road sensing" shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or "road sensing" designed shocks shall not be considered.

FRONT SUSPENSION

The front suspension shall include an eleven (11) leaf spring pack in which the longest leaf measures 53.38 inch long and 4.00 inches wide. The springs shall be shot peened for long life and include a military double wrapped front eye. The springs shall be bolted in place with M20 10.9 bolts and have replaceable polyurethane bushings in the spring eyes. The spring capacity shall be rated at 23,000 pounds.

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and 44-degrees to the right.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85 with an assist cylinder.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

REAR AXLE

The rear axle shall be a Meritor model RT-40-160 tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a rated capacity of 40,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.43 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

REAR AXLE DIFFERENTIAL CONTROL

The tandem axle chassis shall include an inter-axle differential lock which shall allow both axles to be engaged as drive axles. The inter-axle differential lock shall be controlled by a virtual button on the vehicle display and control screen. The vehicle display shall indicate when positive engagement of the inter-axle differential lock has occurred.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 68 MPH +/-2 MPH at governed engine RPM.

REAR SUSPENSION

The tandem rear axle shall feature a Hendrickson Firemaax™ air suspension. Each axle will be independently suspended for optimum performance. The suspension shall include four optimized air springs mounted to cast structural trailing arms, transverse cross beams for increased roll stability and four heavy duty shock absorbers. Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load. Axle alignment is maintained using four eccentric bushings at each frame bracket. The rear tandem suspension shall have 54.00 inch axle centers.

The rear suspension capacity shall be rated at 40,000 to 48,000 pounds.

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

TIRE INTERMITTENT SERVICE RATING

The chassis shall be rated using Intermittent Service ratings provided to the emergency vehicle market by the tire manufacturers as the basis for determining the maximum vehicle load and speed.

FRONT TIRE

The front tires shall be Goodyear 425/65R-22.5 load range L tubeless radial Armor Max MSA mixed service tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum load capacity shall be 24,400 pounds per axle with a speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum speed capacity shall be 22,800 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for

at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR TIRE

The rear tires shall be Goodyear 12R-22.5 16PR "H" tubeless radial Endurance RSA mixed service treads.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum load capacity shall be 29,020 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum speed capacity shall match the nominal speed rating.

The Goodyear Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR AXLE RATIO

The rear axle ratio shall be 5.38:1.

TIRE PRESSURE INDICATOR

There shall be electronic chrome LED valve caps shipped loose for installation by the OEM which shall illuminate with a red LED when tire pressure drops 8psi provided. The valve caps are self-calibrating and set to the pressure of the tire upon installation.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch aluminum wheels. The outer face of the wheels shall feature Alcoa's Dura-Bright® finish as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

REAR WHEEL

The rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a polished inner and outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall be dynamically balanced.

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brake system shall include, at a minimum, a three (3) air tank, four (4) reservoir system with a total of 6236 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The tandem rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A six (6) sensor, six (6) modulator Anti-lock Braking System (ABS) shall be installed on the front and tandem rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the tandem rear axle. The ATC system shall apply the ABS when the drive wheels lose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A momentary rocker style switch shall be provided and properly labeled “mud/snow”. When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light and the light on the rocker switch shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle’s motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle’s lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted in the left hand switch panel.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be mounted behind the battery box on the left hand side.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with MGM type 24 long stroke brake chambers.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket.

AUXILIARY AIR RESERVOIR

One (1) auxiliary air reservoir with a 2084 cubic inch capacity shall be installed on the chassis to act as an additional reserve supply to the air system for air horn, air tool, or other non-service brake use. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

MOISTURE EJECTORS

Manual cable actuated drain valves shall be installed on all reservoirs of the air supply system. The actuation pull cables shall be coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) shall be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall be fiber reinforced neoprene covered hoses.

All nylon air tubing on the chassis shall be covered with high temperature plastic split loom.

AIR TANK SPACERS

There shall be spacers included with the air tank mounting. The spacers shall move the air tanks 1.50 inches inward towards the center of the chassis. This shall provide clearance between the air tanks and the frame for body U-bolt clearance.

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted parallel to frame.

WHEELBASE

The chassis wheelbase shall be 278.50 inches.

REAR OVERHANG

The chassis rear overhang shall be 143.00 inches.

FRAME

The frame shall consist of triple side rails and cross members forming a ladder style frame. The side rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep X 0.38 inches thick, with an inner channel 9.44 inches high X 3.13 inches deep X 0.38 inches thick, and a second inner channel, 8.55 inches high X 2.75 inches deep X 0.25 inches thick which shall be provided extending from the rear of the cab to the forward rear suspension cross member. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. The triple rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,921,500 inch pounds and have a minimum section modulus of 35.65 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the “box method” shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

Main frame “C” channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

Steering gear bracket
Front splayed rails and fish plates
Bumper extensions
Cross members
Cross member gussets
Fuel tank mounting brackets
Fuel tank straps (unless material/finish is specified in 3130 subcat)
Air tanks (unless color coded tanks are specified in 3205 subcat)
Air tank mounting brackets
Exhaust mounting brackets
Air cleaner skid plate
Radiator skid plate

Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

Suspension components
Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

FRAME ASSEMBLY STRUCTURAL

Purchaser shall receive a Frame Assembly Structural Fifty (50) Years or 250,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0305. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION

Purchaser shall receive a Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0316. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME COMPONENTS CORROSION

Purchaser shall receive a Frame Components Corrosion (Powder Coat) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0313. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRONT BUMPER

The chassis shall be equipped with a severe duty front bumper constructed from structural steel channel. The bumper material shall be 0.38 thick ASTM A36 steel which shall measure 12.00 inches high with a 3.05 inch flange and shall be 104.50 inches wide with angled front corners.

The bumper shall be primed and painted as specified.

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 26.00 inches ahead of the cab.

FRONT BUMPER PAINT

The front bumper shall be painted the same as the lower cab color.

FRONT BUMPER WINCH

The front bumper shall include a non-operational Ramsey PowerMaster planetary hydraulic winch with 20,000 pound rated line pull, installed in the center of the front bumper. The winch shall be equipped with air shift cylinder for clutch operation, 220.00 feet of 0.56 inch cable, clevis hook, and a 4-way roller fairlead. The winch hydraulic plumbing connections shall be supplied and connected to hydraulic power by the body builder.

FRONT BUMPER APRON

The 26.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

FRONT BUMPER COMPARTMENT CENTER

The bumper apron shall include access provisions for a center mounted winch. The apron shall include an access cover constructed of 0.19 inch thick bright embossed aluminum tread plate to help protect the winch from water, dirt or debris.

FRONT BUMPER COMPARTMENT LH

The bumper shall include a compartment in the front bumper located on the left hand side of the bumper outboard of the frame rail which may be used as a hose well. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum.

FRONT BUMPER COMPARTMENT RH

The bumper shall include a compartment in the front bumper located on the right hand side outboard of the frame rail which may be used as a hose well. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum.

FRONT BUMPER COMPARTMENT COVER HARDWARE

The front bumper compartment cover(s) shall include gas cylinder stays which shall hold the cover open. Each cover shall be held in the closed position via a D-ring style latch.

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep. The siren shall include a pedestal mount to surface mount on a horizontal surface.

MECHANICAL SIREN LOCATION

The siren shall be shipped loose for the body manufacturer to install.

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the inboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the inboard position relative to the left hand frame rail.

AIR HORN RESERVOIR

One (1) air reservoir, with a 2084 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

ELECTRONIC SIREN SPEAKER

There shall be two (2) Cast Products Inc. model SA4301, 100 watt speakers provided. Each speaker shall measure 6.20 inches tall X 7.36 inches wide X 3.06 inches deep. Each speaker shall include a flat mounting flange which shall be polished aluminum.

ELECTRONIC SIREN SPEAKER LOCATION

The two (2) electronic siren speakers shall be located on the front bumper face outboard of the frame rails with one (1) on the right side and one (1) on the left side in the outboard positions.

FIRE BELL

A chromed cast formed fireman's bell shall be installed in the customer specified location. The bell shall include an eagle perched at the top and feature a polished chrome finish. The bell shall measure approximately 17.50 inches in height from the top of the eagle to the base of the bell.

FIRE BELL LOCATION

The fire bell shall be located on the right side of the bumper apron.

FRONT BUMPER TOW HOOKS

Two (2) heavy duty chrome plated tow hooks shall be installed in the rearward position out of the approach angle area, bolted directly to the side of each chassis frame rail with grade 8 bolts.

FRONT BUMPER TOW EYES

The bumper shall include two (2) chrome plated tow eyes shall be installed through the front bumper. The eyes shall be fabricated from 0.75 inch thick #1020 ASTM-A36 hot rolled steel. The inside diameter of the eye shall be 2.00 inches and include inside/outside chamfered edges.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT AUXILIARY PUMP

A manual cab tilt pump module shall be attached to the cab tilt pump housing/power distribution box.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

CAB TILT CONTROL RECEPTACLE

A 25.00 foot cab tilt control harness shall be provided on the right side of frame just behind the cab. This harness shall consist of an 8.00 foot harness connected to the tilt pump and a 17.00 foot extension harness with a six (6) pin Deutsch connector with cap for mounting in a compartment in the body.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2969.88 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint as well as a shade band along the top of the glass.

Each windshield shall be bonded to the cab using a high strength commercial grade automotive adhesive.

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CABIN AIR FILTRATION SYSTEM

An Active Air Purification system will be installed in the cab. The system utilizes RGF's Photohydroionization® Cell (PHI-Cell®) technology which produces hydro-peroxides and hydroxide ions, reducing airborne mold, bacteria, viruses, and odors up to 99%.

The system shall include a stainless-steel housing approximately 7.50 inches high X 16.13 inches wide X 6.6 inches deep in a trapezoid shape and shall be located at the upper portion of the rear wall mounted in a horizontal orientation. The system shall be 12V DC and shall be active either when the ignition power is on, or when the shoreline is connected.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system's covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

Six (6) adjustable louvers shall provide comfort for the front seat occupants and ten (10) adjustable louvers shall provide comfort for the rear crew occupants. The plenum shall be shortened to terminate in the mid crew area on cabs with 10.00 inch raised roofs and greater. This shortened plenum shall allow for the customer to utilize the upper rear center wall for compartmentation, equipment, or apparatus operations.

Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122˚ F (+/- 3˚ F) to 80˚ F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

*****The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.***

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:

- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

Performance data specified is based on testing performed by an independent third-party test facility using a medium four-door 10" raised roof cab equipped with an ISL engine.

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be in the center dash center switch panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a single stage flat paint to closely match the color of our dark red spray on bedliner.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

*****The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.***

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.
Refrigerant Compressor displacement: 19.1 cubic inches per revolution.

CAB CIRCULATION FANS FRONT

The cab shall include two (2) all metal 6.00 inch air circulation fans installed in the outer front cab corners. Each fan shall be controlled by an individual toggle switch on each fan. The fans can be used to help defog the windshield or to increase air circulation for passenger comfort.

CAB CIRCULATION FANS REAR

The cab shall include two (2) individually switched all metal construction 6.00 inch fans which shall be installed in the upper rear cab corners as far outboard as possible. The multi purpose fans can be used to increase air circulation or help defog windows.

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.30 inch thick including a multi-layer foil faced glass cloth and polyester fiber layer. The foil surface acts as protection against heat, moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The cab floor insulation shall measure 0.56 inch thick including a 1.0#/sf PVC barrier and a moisture and heat reflective foil facing, reinforced with fiberglass strands. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by acrylic pressure sensitive adhesive. In addition, the insulation on the underside of the cab floor shall have aluminum pins with hard hat, hold in place fastening heads and an expanded metal overlay to assist in retaining the insulation tight against the cab. The insulation inside the tunnel shall have a removable aluminum overlay installed to protect the insulation and assist in retaining the insulation tight against the engine tunnel surfaces.

The cab floor insulation shall cover the driver and officer floor areas as well as all crew floor areas and compartment floor areas if applicable.

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and a cast aluminum trim piece at each cab door opening. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

CAB MODIFICATION

The cab floor and engine tunnel shall include an addition into the cab interior to provide clearance for chassis special option design provisions. The pocket shall be constructed of 0.19 inch thick aluminum, covered by floor mat. The pocket shall span the width of the engine tunnel and shall be 5.52 inches high and 7.60 inches long rearward of the tunnel.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with aluminum sheet metal coated with a customer specified interior paint or protective coating.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 6.38 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of polished 5052 H32 aluminum Grip Strut® grating with angled outer corners. The grating shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

STEP TRIM KICKPLATE

The cab steps shall include a kick plate in the rise of each step. The risers shall be trimmed in 3003-H22 bright aluminum tread-plate which is 0.07 inch thick.

UNDER CAB ACCESS DOOR

The cab shall include an access door in the left crew step riser constructed of aluminum tread plate with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their department, city, township, or county.

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape shall be provided vertically along the outer rear edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and yellow stripes. The chevron tape shall measure 6.00 inches in height.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each “A” post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured yellow powder coat finish to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A black powder coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be gray in color.

INTERIOR TRIM SUN VISOR

The header shall include two (2) 7.00 inches high X 18.00 inches wide impact resistant, transparent acrylic polycarbonate sun visors with a smoke gray tint shall be provided and installed on the header above the driver and officer.

The see thru visors are designed for maximum flexibility of positioning utilizing an arm with virtually unlimited adjustability with 13.50 inch long lateral travel of the tinted visor at the end of the arm which can be locked in place by a thumbscrew.

The visors are easily adjusted and can be placed into a chosen position with one hand. The sun visors will help protect vehicle occupants from solar glare without obscuring their vision.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be gray in color.

CAB PAINT INTERIOR

The inner door panel surfaces shall feature a dark red spray on bedliner coating.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall feature a dark red spray on bedliner coating.

TRIM CENTER DASH INTERIOR PAINT

The entire center dash and any accessory pods attached to the dash shall feature a dark red spray on bedliner coating.

TRIM LEFT HAND DASH INTERIOR PAINT

The left hand dash shall feature a dark red spray on bedliner coating.

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall feature a dark red spray on bedliner coating.

REAR WALL INTERIOR PAINT

The rear wall of the cab shall be trimmed with aluminum sheet metal which shall feature a dark red Spar-Liner spray on bedliner coating.

DASH PANEL GROUP

The main center dash area shall include three (3) aluminum removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The panels shall be coated with a black texture finish. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include six (6) switch positions in the upper left portion of the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES LEFT PANEL

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel. The switch shall have backlighting provided.

SWITCHES RIGHT PANEL

The right dash panel shall include no rocker switches or legends.

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the vehicle display and control screen(s).

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and applicable audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The Bostrom Firefighter seats shall include a covering of extra high strength, wear resistant fabric made of durable low seam Durawear Plus™ ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Durawear Plus™ meets or exceeds specification of the common trade name Imperial 1800. The material meets FMVSS 302 flammability requirements.

If applicable, Theatre style seats located in the cab shall be high strength, wear resistant fabric made of durable ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Common trade names for this material are Imperial 1200 and Durawear.

SEAT COLOR

All seats supplied with the chassis shall be black in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat backs shall include the logo for the Madison Twp. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom 400 Series Sierra model seat with air suspension. The four-way seat shall feature 3.00 inch vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock.

The seat position shall include a three-point shoulder harness with lap belt and an automatic retractor attached to the cab. The buckle portion of the seat belt shall be mounted on a semi-rigid stalk extending from the seat base within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 37.00 inches measured with the seat suspension height adjusted to the upper limit of its travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207, 209, and 210 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK DRIVER

The driver’s seat shall feature a two (2) way adjustable lumbar support and offer an infinite fully reclining adjustable titling seat back. The seat back shall also feature a contoured head rest.

SEAT MOUNTING DRIVER

The driver’s seat shall be installed in an ergonomic position in relation to the cab dash.

SEAT OFFICER

The officer's seat shall be an H.O. Bostrom 500 Series Sierra model seat with air suspension. The four-way seat shall feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK OFFICER

The officer’s seat back shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

SEAT MOUNTING OFFICER

The officer’s seat shall be installed in an ergonomic position in relation to the cab dash.

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT FORWARD FACING OUTER LOCATION

The crew area shall include two (2) forward facing outboard seats, which include one (1) located next to the outer wall of the cab on the left side of the cab and one (1) located next to the outer wall on the right side of the cab.

The primary position designation per NFPA 1900 2024 edition, shall only declare the positioning in the cab offers a minimum width of 27.60 inches of shoulder clearance without overlap of any other primary seating position and a minimum of 10.80 inches each side of seat center line. Clear width may be offset from center of seat cushion by up to 3.00 inches. It shall also offer a minimum of 22.00 inches of shoulder width clearance without any overlap of any position.

SEAT CREW FORWARD FACING OUTER

The crew area shall include a seat in the forward facing outer position which shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat back and cushion.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING OUTER

The forward facing outboard seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in

the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

SEAT MOUNTING FORWARD FACING OUTER

The forward facing outer seat shall be mounted inboard from the side wall for additional clearance facing the front of the cab.

SEAT FORWARD FACING CENTER LOCATION

The crew area shall include one (1) forward facing center crew seat located directly behind the engine tunnel in the center of the cab.

SEAT CREW FORWARD FACING CENTER

The forward facing center seat shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING CENTER

The forward facing center seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands

and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include an enclosed style seat frame located and installed at the rear wall. The seat frame shall measure 62.38 inches wide X 12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The seat box shall be painted with the same color as the remaining interior.

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be two (2) access points to the storage area centered on the front of the seat frame. Each access point shall be covered by a hinged door to allow access for storage in the seat box.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall be installed facing the front of the cab.

CAB FRONT UNDERSEAT STORAGE ACCESS DOOR

The left under seat storage area shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall feature a dark red spray on bedliner coating.

WINDSHIELD WIPER SYSTEM

The cab shall include a triple arm linkage wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow “Check Message Center” indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a “Check Washer Fluid Level” message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a chrome plated finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

The exterior pull handles shall include a scuff plate behind the handle constructed of polished stainless steel to help protect the cab finish.

DOOR LOCKS

Each cab entry door shall include a manually operated door lock. Each door lock may be actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door or by using a TriMark key from the exterior. The door locks are designed to prevent accidental lock out.

DOOR LOCK LH REAR CAB COMPARTMENT

The left hand side rear compartment shall feature a manual door lock.

DOOR LOCK RH REAR CAB COMPARTMENT

The right hand side rear compartment shall feature a manual door lock.

GRAB HANDLES

The cab shall include one (1) 18.00 inch knurled, anti-slip, one-piece exterior assist handle behind each cab door. The grab handle shall be made of SAE 304 stainless steel and be 1.25 inch diameter to enable non-slip assistance with a gloved hand.

REARVIEW MIRRORS

Ramco model 6015-FFHR-750R bus style mirrors shall be provided. The mirror heads shall be polished cast aluminum and shall measure 9.75 inches wide X 13.00 inches high with an additional top mount convex assembly. The mirrors shall be mounted one (1) on each front cab corner radius below the windshield with 15.00 inch long polished cast aluminum arms.

The mirrors shall feature a remote controlled heated full flat glass and a top mounted remote controlled convex glass. The mirror control switches shall be located within easy reach of the driver. The mirrors shall be manufactured using the finest quality non-glare glass and shall feature a rigid mounting thereby reducing vibration. The mirrors shall be corrosion free under all weather conditions.

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the vehicle display and control screen.

EXTERIOR TRIM REAR CORNER

There shall be mirror finish stainless steel scuff plates on the outside corners at the back of the cab. The stainless steel plate shall be affixed to the cab using two sided adhesive tape.

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Fender shall consist of an inner liner 16.00 inches wide made of ABS composite and an outer fenderette 3.50 inches wide made of SAE 304 polished stainless steel.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) emblem on each of the cab sides.

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include “Gladiator” nameplates on the front driver and officer side doors.

IGNITION

A master battery system with a keyless start ignition system shall be provided. There shall be a three-position rocker switch with off, battery, and ignition positions as well as a stainless-steel etched engine start push-button. The engine start button shall include an illuminated LED halo ring. Both switches shall be mounted to the left of the steering wheel on the dash.

The engine start switch shall only operate when the master battery and ignition switch is in the “ignition” position.

BATTERY

The single start electrical system shall include five (5) Odyssey 1150 CCA absorbed glass mat (AGM) batteries with a 205 minute reserve capacity each and 4/0 welding type dual path starter cables per SAE J541.

BATTERY TRAY

The batteries shall be installed within two (2) stainless steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up.

BATTERY BOX COVER

Each battery box shall include a cover which protects the top of the batteries.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step, 8.00 inches apart. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

BATTERY CONDITIONER

A Kussmaul Auto Charge Chief 4012 battery conditioner shall be supplied. The battery conditioner shall provide a circuit protected 40-amp output for the chassis batteries and a 20-amp output circuit for accessory loads. The conditioner shall also include a battery temperature sensor.

BATTERY CONDITIONER LOCATION

The battery conditioner shall be mounted in the cab in the left-hand rear facing outer seating position.

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display with a Digital Status Center shall be integrated into the electrical inlet.

BATTERY CONDITIONER DISPLAY LOCATION

The battery conditioner display shall be integrated into the electrical inlet and located via the electrical inlet location 5209 subcategory.

AUXILIARY AIR COMPRESSOR

A Kussmaul Pump 12V air compressor shall be supplied. The air compressor shall be installed under the dashboard on the right-hand side, forward of the officer's seating position. The air compressor shall be plumbed to the air brake system to maintain air pressure.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well.

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:
Kussmaul 40 LPC Charger - 5 Amps
Kussmaul Chief 4012 Charger – 5.7 Amps
Kussmaul 80 LPC Charger - 13 Amps
Kussmaul Chief 6012 Charger - 9 Amps
Blue Sea P12 7532 - 7.5 Amps
Iota DLS-45/IQ4 - 11 Amps
1000W Engine Heater - 8.33 Amps
1500W Engine Heater - 12.5 Amps
120V Air Compressor - 4.2 Amps
120V Dometic HVAC - 15 Amps

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a yellow cover.

AUXILIARY ELECTRICAL INLET

An auxiliary Kussmaul 30 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:
Kussmaul 40 LPC Charger - 5 Amps
Kussmaul 40/20 Charger - 8.5 Amps
Kussmaul 80 LPC Charger - 13 Amps
Kussmaul EV-40 - 6.2 Amps
Blue Sea P12 7532 - 7.5 Amps
Iota DLS-45/IQ4 - 11 Amps
1500W Engine Heater - 12.5 Amps
120V Air Compressor - 4.2 Amps
120V Dometic HVAC - 15 Amps

AUXILIARY ELECTRICAL INLET LOCATION

An auxiliary electrical inlet shall be installed on the left hand side of cab over the wheel well in the rearward position.

AUXILIARY ELECTRICAL INLET CONNECTION

The auxiliary electrical inlet shall include 120/240V power supply cable from the inlet to the area behind the driver's seat coiled with heat-shrunk end for customer connection to a shoreline power accessory.

AUXILIARY ELECTRICAL INLET COLOR

The auxiliary electrical inlet connection shall include a red cover.

HEADLIGHTS

The cab front shall include four (4) rectangular LED headlamps with separate high and low beams mounted in bright chrome bezels. Each lamp shall include a heating system that de-ices the headlight.

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED turn signals which shall be installed in a chrome radius mount housing above and outboard of the front warning and head lamps.

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) Tecniq S170 LED side marker lights which shall be provided just behind the front cab radius corners. The lights shall be amber with chrome bezels.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) marker lamps on the front of the vehicle designating identification and clearance. There shall be five (5) face mounted lights integrated into the scene light.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the Vista display. There shall be a virtual dimmer control on the Vista display to adjust the brightness of the dash lights. The headlamps shall be equipped with the "Daytime Running" light feature, which shall illuminate the headlights when the ignition switch is in the "On" position and the parking brake is released.

INTERIOR OVERHEAD LIGHTS

The cab shall include a LED dome lamp located over each door. The lights shall include push switches on each lamp to activate both the clear and red portions of the light individually.

INTERIOR OVERHEAD LIGHTS ACTIVATION

The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display.

AUXILIARY DOME LIGHT LH

The cab shall include a Weldon brand LED type split lens red/clear auxiliary rectangular shaped dome light to the right of the left front seating position. The red light shall be activated by the opening of the left hand front door as well as individual switches located on the light for the red and clear portions of the light.

AUXILIARY DOME LIGHT RH

The cab shall include a Weldon brand LED type split lens red/clear auxiliary rectangular shaped dome light to the left of the right front seating position. The red portion of the light shall be activated by the opening of the right hand front door and the red and clear portions of the light shall be activated by individual switches located on the light.

LIGHTBAR PROVISION

There shall be one (1) light bar installed on the cab roof. The light bar shall be provided and installed by the chassis manufacturer. The light bar installation shall include a lowered mounting that shall place the light bar just above the junction box and wiring to a control switch on the cab dash.

CAB FRONT LIGHTBAR MODEL

The cab shall be provided with one (1) Whelen model F4N72 light bar. The light bar shall be 72.00 inches in length and feature eighteen (18) customizable pods.

See the light bar layout for specific details.

LIGHTBAR SWITCH

The light bar shall be controlled by a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

FRONT SCENE LIGHTS

The front of the cab shall include one (1) HiViz model FireTech FT-BG2-R3-72-ML-B LED scene light installed on the brow of the cab. The light shall feature 17 light modules with (5) five integrated marker lights.

The housing shall be powder coated black.

FRONT SCENE LIGHT LOCATION

There shall be one (1) scene light mounted center on the front brow of the cab.

FRONT SCENE LIGHTS ACTIVATION

The front scene lighting shall be activated by individual rocker switches for each of the three (3) separate scene lighting circuits. Each circuit shall be activated independently and shall include rocker switches labeled “Front Scene”, “Front Flood”, and “Front Spotlight”.

SIDE SCENE LIGHTS

The cab shall include two (2) Whelen Pioneer model PCPSM2C LED surface mount lights installed one (1) on each side of the cab.

The PCPSM2C configuration shall consist of 24 white Super-LEDs for the spot light with a specialized spot reflector on the bottom, 48 white Super-LEDs in the flood light with a clear optic collimator/metalized reflector assembly on the top, and a clear non-optic polycarbonate lens. The Pioneer flood/spot light shall draw 12.0 amps and generate 16,000 usable lumens. The PCPSM2C projects light directly down at 5-degree and producing illumination to the side of the vehicle arching upward to a 90-degree pattern of light. Each lamp head shall measure 6.37 inches in height X 16.22 inches in width and shall be chrome plated.

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted in the upper forward portion of the 20.00 inch raised roof of the cab between the front and rear crew doors.

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the vehicle display and control screen(s), one (1) for each light, and by opening the respective side cab doors.

GROUND LIGHTS

Each door shall include a Tecniq T44 LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

GROUND LIGHTS

The ground lighting shall be activated when the parking brake is set, by the opening of the door on the respective cab side, and through a virtual button on the vehicle display and control screen.

LOWER CAB STEP LIGHTS

The middle step located at each door shall include a Tecniq T44 LED light which shall activate with the opening of the respective door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

INTERMEDIATE STEP LIGHTS

The intermediate step well area at the front doors shall include a TecNiq D06 LED light within a chrome housing. The front egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The Egress step lights shall activate with entry step lighting.

LIGHT TOWER PROVISION

The cab roof shall include reinforcement for a light tower. The reinforcement shall consist of four (4) aluminum pads mounted to the exterior of the cab roof and additional internal cab roof structure. The entire reinforcement shall be integral with the roof for rigidity. The light tower shall be provided and installed by the chassis manufacturer.

LIGHT TOWER MODEL

The light tower provisions shall be for a Command Light Knight model KL415A-FS, 230 volt light tower. The light tower shall feature four (4) FRC Spectra LED, 220 watt scene light heads with a green top mounted strobe light and backlighting feature.

The light tower controls shall be shipped loosed with coiled control cord at the rear of the cab for body builder integration.

LIGHT TOWER ORIENTATION

The roof reinforcement shall be installed parallel to the rear wall of the cab.

LIGHT TOWER HORIZONTAL JUSTIFICATION

The roof reinforcement shall be justified to the center of the cab left to right.

LIGHT TOWER LIGHT HEAD ORIENTATION

The roof reinforcement shall be oriented in order for the light head on the light tower to be to the left side while in the stored position.

LIGHT TOWER FORE/AFT ORIENTATION

The roof reinforcement shall be oriented on the roof of the cab towards the rear wall of the cab.

ENGINE COMPARTMENT LIGHT

There shall be two (2) LED NFPA compliant lights mounted under the engine tunnel for area work lighting on the engine. The lights shall activate automatically when the cab is tilted.

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red TecNiq K50 LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed, or an apparatus compartment door is not closed, and the parking brake is released.

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the Vista display and control screen which shall be labeled “E Master” for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the “ON” position when the master switch is activated shall automatically power up.

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled “On Scene” when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be blue.

OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red.

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the vehicle display and control screen. This switch shall be clearly labeled for identification.

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn.

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be mounted on the side of the bumper in the rearward position.

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen M6 Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be blue with a clear lens.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well directly over the center of the front axle.

AUXILIARY SIDE WARNING LIGHTS

The cab side shall include an auxiliary set of Whelen series M6 4.00 inch tall X 6.00 inch wide Super LED warning lights, one (1) each side, which shall feature multiple flash patterns including steady burn.

AUXILIARY SIDE WARNING LIGHTS COLOR

The auxiliary warning lights located on the side of the cab shall be red with clear lens.

AUXILIARY SIDE WARNING LIGHTS LOCATION

The auxiliary warning lights on the side of the cab shall be mounted behind the rear crew door in the lowest available position.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

ROTO-RAYS WARNING LIGHT

A Roto-Rays® warning light shall be provided on the cab. The Roto-Rays light shall consist of three (3) round chrome heads, each equipped with an LED light. The LED lights shall be one (1) red, one (1) clear, and one (1) blue in color. The Roto-Rays light shall be installed on the top center of the cab front fascia using a custom bracket.

When activated, the entire light head assembly shall rotate at 200 RPM.

ROTO-RAYS WARNING LIGHT SWITCH

The Roto-Rays® front warning light(s) shall be separately controlled through a virtual button on the Vista display and control screen. When the parking brake is engaged the light shall stop rotating.

SIREN CONTROL HEAD

A Whelen 295HFSC9 series electronic siren control head shall be provided. The siren head shall feature a 200-watt output, wail, yelp, manual siren, and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected. The siren shall be mounted to protrude through the center panel of the cab dash in the lower right section of the panel.

STEERING WHEEL HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button.

AUDIBLE WARNING LH FOOT SWITCH

Two (2) foot actuated switches shall be supplied for installation in the front section of the cab for driver actuation. One (1) switch shall be wired to actuate the air horn(s) and one (1) switch the mechanical siren(s).

AIR HORN FOOT SWITCH LH

The air horn foot switch shall be a Linemaster model 491-S.

AIR HORN FOOT SWITCH LH LOCATION

The air horn foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

AIR HORN FOOT SWITCH LH POSITION

The air horn foot switch shall be positioned inboard of any other foot switch, if applicable.

MECHANICAL SIREN FOOT SWITCH LH

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH LH LOCATION

The mechanical siren foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

MECHANICAL SIREN FOOT SWITCH LH POSITION

The mechanical siren foot switch shall be positioned outboard of any other foot switch, if applicable.

AUDIBLE WARNING LH FOOT SWITCH BRACKET

A 30.00 degree angled foot switch bracket, wide enough to accommodate (2) foot switches, shall be installed outboard of the steering column for specified driver accessible foot switch activations.

AUDIBLE WARNING RH FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for officer actuation.

MECHANICAL SIREN FOOT SWITCH RH

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH RH LOCATION

The mechanical siren foot switch shall be temporarily tied up with a coiled wire drop at the firewall inboard for installation by the customer on the right hand side accessible to the officer.

AIR HORN AUXILIARY ACTIVATION

The air horn activation shall be accomplished by a black momentary push button on the switch panel. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION

A red momentary siren brake rocker switch shall be provided in the switch panel on the dash.

MECHANICAL SIREN INTERLOCK

The siren shall only be active when master warning switch is on to prevent accidental engagement.

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

FIRE BELL ACTIVATION

There shall be a black push button located on the switch panel which shall actuate the fire bell. The button shall be clearly labeled for identification.

AUXILIARY ELECTRONIC SIREN CONTROL HEAD

An auxiliary Federal Signal Pathfinder PF400Q electronic siren control head shall be provided and installed in the switch panel with a location specific to the customer's needs. The siren shall feature four (4) 100-watt independent audio channels and features such as multi- tone and Rumbler traffic clearing capability. The siren shall include a noise cancelling microphone.

The PF400Q amplifier shall be installed behind the officer seat and wired to the control head in the dash panel.

AUXILIARY ELECTRONIC SIREN AUXILIARY ACTIVATION

The auxiliary electronic siren activation shall also be accomplished by a momentary button on the vehicle display and control screen. The button shall be labeled "Siren 2".

INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

A twenty eight (28) icon lightbar message center with integral LCD odometer/trip odometer shall be included. The odometer shall display up to 999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD message center screen shall be capable of custom configuration by the users for displaying certain vehicle status and diagnostic functions.

The instrument panel shall contain the following gauges:

One (1) three-movement gauge displaying vehicle speed, fuel level, and Diesel Exhaust Fluid (DEF) level. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H. The scale on the fuel and DEF level gauges shall read from empty to full as a fraction of full tank capacity. Red indicator lights in the gauge and an audible alarm shall indicate low fuel or low DEF at 1/8th tank level.

One (1) three-movement gauge displaying engine RPM, and primary and secondary air system pressures shall be included. The scale on the tachometer shall read from 0 to 3000 RPM. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI) with a red line zone indicating critical levels of air pressure. Red indicator lights in the gauge and an audible alarm shall indicate low air pressure.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, voltmeter, and transmission temperature shall be included. The scale on the engine oil pressure gauge shall read from 0 to 100 pounds PSI with a red line zone indicating critical levels of oil pressure. A red indicator light in the gauge and audible alarm shall indicate low engine oil pressure. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (°F) with a red line zone indicating critical coolant temperatures. A red indicator light in the gauge and audible alarm shall indicate high coolant temperature. The scale on the voltmeter shall read from 9 to 18 volts with a red line zone indicating critical levels of battery voltage. A red indicator light in the gauge and an audible alarm shall indicate high or low system voltage. The low voltage alarm shall indicate when the system voltage has dropped below 11.8 volts for more than 120 seconds in accordance with the requirements of NFPA 1901. The scale on the transmission temperature gauge shall read from 100 to 300 degrees °F with a red line zone indicating critical temperatures. A red indicator light in the gauge and an audible alarm shall indicate a high transmission temperature.

The light bar portion of the message center shall include twenty-eight (28) LED backlit indicators. The lightbar shall be split with fourteen (14) indicators on each side of the LCD message screen. The lightbar shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:

RED INDICATORS

Stop Engine - indicates critical engine fault
Air Filter Restricted - indicates excessive engine air intake restriction
Park Brake - indicates parking brake is set
Seat Belt - indicates a seat is occupied and corresponding seat belt remains unfastened
Low Coolant - indicates critically low engine coolant
Cab Tilt Lock - indicates the cab tilt system locks are not engaged.

AMBER INDICATORS

Malfunction Indicator Lamp (MIL) - indicates an engine emission control system fault
Check Engine - indicates engine fault
Check Transmission - indicates transmission fault
Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault

High exhaust system temperature – indicates elevated exhaust temperatures
Water in Fuel - indicates presence of water in fuel filter
Wait to Start - indicates active engine air preheat cycle
Windshield Washer Fluid – indicates washer fluid is low
DPF restriction - indicates a restriction of the diesel particulate filter
Regen Inhibit-indicates regeneration of the DPF has been inhibited by the operator
Range Inhibit - indicates a transmission operation is prevented and requested shift request may not occur.
SRS - indicates a problem in the supplemental restraint system
Check Message - indicates a vehicle status or diagnostic message on the LCD display requiring attention.

GREEN INDICATORS

Left and Right turn signal indicators
ATC - indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system
High Idle - indicates engine high idle is active.
Cruise Control - indicates cruise control is enabled
OK to Pump - indicates the pump is engaged and conditions have been met for pump operations
Pump Engaged - indicates the pump transmission is currently in pump gear
Auxiliary Brake - indicates secondary braking device is active

BLUE INDICATORS

High Beam indicator

AUDIBLE ALARMS

Air Filter Restriction
Cab Tilt Lock
Check Engine
Check Transmission
Open Door/Compartment
High Coolant Temperature
High or Low System Voltage
High Transmission Temperature
Low Air Pressure
Low Coolant Level
Low DEF Level
Low Engine Oil Pressure
Low Fuel
Seatbelt Indicator
Stop Engine
Water in Fuel
Extended Left/Right Turn Signal On
ABS System Fault

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

CAMERA LEFT HAND

One (1) Audiovox Voyager heavy duty rearview teardrop shaped chrome plated housing camera shall be mounted on the driver side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handles. The camera display shall activate when the left side turn signal is activated.

CAMERA RIGHT HAND

One (1) Audiovox Voyager heavy duty rearview teardrop shaped chrome plated housing camera shall be mounted on the officer side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handles. The camera display shall activate when the right side turn signal is activated.

CAMERA DISPLAY

The camera system shall be wired to a 7.00 inch flip down HD monitor which shall include a color display and day and night brightness modes installed above the driver position.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

ROAD SAFETY KIT

The cab and chassis shall include one (1) emergency road safety triangle kit.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

WARRANTY

Purchaser shall receive a Custom Chassis Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0102. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

(1) Hard copy of the Engine Operation and Maintenance manual with digital copy

(1) Digital copy of the Transmission Operator's manual

(1) Digital copy of the Engine Owner's manual

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

SALES TERMS

The sale of the chassis shall be governed by the terms contained on the Sales Terms – Acceptance of Purchase Order document, a copy of which is attached to this option.

3D CHASSIS LAYOUT

A three dimensional (3D) layout of the chassis shall be provided to the OEM engineering group for use in designing the OEM body.

The layout shall include the following:

Cab
Frame
Bumper
Front Towing Device
Front Axle
Front Suspension
Cab Tilt
Exhaust
Air Drier
Battery Boxes & Covers
Rear Axle
Rear Suspension
Fuel Tank

Vendor Contract Information Summary

Vendor	Alexis Fire Equipment Company
Contact	TylerSmith
Phone	309-482-6121
Phone Extension	828
Email	tylers@alexisfire.com
Vendor Website	www.alexisfire.com
TIN	36-2698827
Address Line 1	109 East Broadway
Vendor City	Alexis
Vendor Zip	61412
Vendor State	IL
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Balance of the contract plus any contract alterations shall be payable upon the delivery of the unit
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

SMJ Equipment, LLC
Designated Dealer Name

Mike Johnson
Designated Dealer Contact Person

1409 Spring Creek Dr.
Designated Dealer Address

Spring
City

TX
State

77386
Zip Code

409-502-8287
Phone Number

Fax Number

mike@smjequipment.com
Email address

81-3307835
Designated Dealer Tax ID Number* **(*attach W-9)**

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.A.
DATE SUBMITTED: October 14, 2024
MEETING DATE: October 21, 2024

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing the City Manager to negotiate and enter into an agreement with L&G Engineering from Mission, Texas for Construction Material Testing (CMT) Services for the North West and Central Collection System Improvements and Lift Station Number 1, 29, and 33 Elimination Project in the amount of $59,741.50. **This item supports IF - Infrastructure**.

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

Issue: The NW & Central Collection System Improvements and Lift Station Elimination Project (Project No. 2324-61-587-C02-535) is set to start construction in October 2024, and construction material testing (CMT) services will be required to help monitor the quality of construction materials.

The City of Pharr has approved a pool of firms to provide Professional Geotechnical and CMT Services. Out of the pool, L&G Engineering is the recommended firm to provide CMT services for construction.
(Project No. 2122-01-528-S017-663-C)

Fiscal Consideration: Proposal Amount: $59,741.50.

Staff Recommendation: Staff recommends authorizing the City Manager to enter into an agreement with L&G Engineering for CMT services for the NW & Central Collections System Improvements and Lift Station No. 1, 29, and 33 Elimination Project.

Alternatives: N/A

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

ROUTING:

Moises Beas	Created/Initiated - 10/14/2024
Maria Rangel	Approved - 10/17/2024
Mayra Gomez	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024

City Management Office Final Approval - 10/18/2024

L&G Engineering
Transportation Consultants

October 11, 2024

Ms. Maria Rangel, P.E.
Interim City Engineer
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

RE: Proposal for Construction Material Testing Services
City of Pharr - Collection System Improvement and Lift Stations 1, 29 and 33 Elimination Project

DRAFT

Dear Ms. Rangel:

L&G Engineering is pleased to submit this proposal for Construction Material Testing Services for the **City of Pharr - Collection System Improvement and Lift Stations 1, 29 and 33 Elimination Project.**

PROJECT DESCRIPTION

The proposed project involves performing Construction Material Testing (CMT) for the above-mentioned project. This proposal consists of construction material sampling and testing as stipulated by the City of Pharr or as directed by a representative.

SCOPE OF WORK

L&G Engineering will provide **City of Pharr** with Construction Materials Testing Services as outlined in "Exhibit D."

PROJECT REQUIREMENTS

The tests identified in "Exhibit D" of this cost proposal will constitute the Field and Construction Material Testing Services provided to **City of Pharr**. These quantities are based off an estimated testing schedule and on the information and specifications provided by the **City of Pharr,** the Engineer or representative. Schedule of Sampling & Testing will be performed as requested by **City of Pharr,** the Engineer or representative and in compliance with specifications or as directed.

REPORTS

The results of field and laboratory testing will be provided to the **City of Pharr** and any Client designated recipients as directed.

COST

This is an Estimated Contract. Services will be billed as services are requested and at the rates shown on "Exhibit D", which provides the testing item, a brief description and the unit fee for that item. **"Exhibit D"** ***is a***

generic billing estimate and is based off an estimation of the number of trips, sampling and tests needed. Not all test are included in this Exhibit "D" estimate. Test shown on Exhibit "D" and not performed will not be billed. Tests that are requested but not shown on the Exhibit "D" will be billed at the rates previous approved by City of Pharr and L&G Engineering. (attached). The scope and quantity of services will be dependent upon services required by City of Pharr and/or its representatives.

ACCEPTANCE

L&G Engineering appreciates the opportunity of submitting this proposal and looks forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachment:

Exhibit	Description
D	Cost Proposal & Contract Rates

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work proposal on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

L&G considers the data and information in this proposal to be proprietary. This proposal and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

DRAFT

Sincerely,
L& G ENGINEERING

Ricardo Gallaga Jr. P.E.
General Manager
Laboratory Operations

Jacinto Garza, P.E., President, CEO

10/10/2024
Date

Accepted By _____ _____
(Signature)

_____ _____ _____
(Type or Printed Name)

_____ ___
(Title)

Date _____ ____

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Collection System Improvement and Lift Stations 1, 29, and 33 Elimination

Construction Materials Testing

- 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 Method	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Roadway Subgrade & Backfill							
MD Relationship	Tex 114-E	1 Per Material Change		Each	4	$265.00	$1,060.00
Plasticity Index	Tex 106-E	1 Per Material Change		Each	4	$74.00	$296.00
Material Finer than #200 Sieve	Tex 111-E	1 Per Material Change		Each	4	$73.00	$292.00
Determining In Place Density	Tex 115-E	1 Per 500 LF/ 24" Thickness		Each	313	$33.00	$10,329.00
Lined Subgrade							
MD Relationship	Tex 113-E			Each	6	$265.00	$1,590.00
Plasticity Index	Tex 106-F			Each	6	$74.00	$444.00
Determining In Place Density	Tex 115-E	2 Tests per Lift		Each	50	$33.00	$1,650.00
Roadway Base							
MD Relationship	Tex 113-E			Each	1	$265.00	$265.00
Plasticity Index	Tex 106-F			Each	1	$74.00	$74.00
Texas Wet Ball Mill	Tex 116-E			Each	1	$252.00	$252.00
Particle Size Analysis (Gradation)	Tex 110-E			Each	1	$100.00	$100.00
Determining In Place Density	Tex 115-E	2 Tests per Lift		Each	60	$33.00	$1,980.00
Hot Mix Asphalt							
Asphalt Content Ignition Method	Tex 236-F	1 Per Days Product	Truck Sample	Each	2	$207.00	$414.00
Compaction of Lab Samples TGC	Tex 206-F			Each	2	$160.00	$320.00
Density of Compacted Bituminous	TEX 207-F Part I			Each	2	$71.00	$142.00
Theoretical Max Specific Gravity	Tex 227-F			Each	2	$105.00	$210.00
Core Drill Asphalt	Tex 251-F			Each	40	$88.00	$3,520.00
In Place Density Bituminous	TEX 207-F Part III			Each	40	$60.00	$2,400.00
Concrete Testing Field/Lab							
Sampling of Freshly Mixed Conc.	Tex 407-A	1 Per 60 Cy of Concrete or Daily	Truck Sample	Each	25	$75.00	$1,875.00
Slump of Hyd. Cement Conc.	Tex 415-A	1 Per Sample		Each	25	$33.00	$825.00
Air Content of Freshly Mixed Conc.	Tex 416-A	1 Per Sample		Each	25	$32.00	$800.00
Temp. of Freshly Mixed Conc.	Tex 422-A	1 Per Sample		Each	25	$20.00	$500.00
Making and Curing Conc. Spec.	Tex 447-A	1 Per Sample		Each	125	$30.00	$3,750.00
Compressive Strength of Cyl. Spec.	Tex 418-A	5 Cyl. Per Sample		Each	125	$22.00	$2,750.00
Reports				Each	154	$0.00	$0.00
Junior Engineering Tech (Asph)			2 Hrs. Per Site Visit Minimum	Hours	16	$68.00	$1,088.00
Junior Engineering Tech (Conc)			3 Hrs. Per Site Visit Minimum	Hours	75	$68.00	$5,100.00
Junior Engineering Tech (Soils)			2 Hrs. Per Site Visit Minimum	Hours	132	$68.00	$8,976.00
# of Trips (Tech)			10 Trips x 0 Miles RT	Hours	0	$0.000	$0.00
**Admin/Clerical			.25 Hrs Per Field Report	Hours	38.5	$68.00	$2,618.00
						Item Subtotal	$53,620.00

* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preparation, holding and curing of strength specimen costs
- 1 Set is defined as 2 Cylinders (7-day or 28-day)
- All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)

** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

Sub-Total (CMT Items) =	$53,620.00
Project Engineer (0.25 Hr per Report , (38.5 hrs x 159.00 Hr.)	$6,121.50
Construction Materials Testing Total :	$59,741.50

DRAFT

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.B.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on Amendment Number 1 in the amount of $18,070.00 to the Professional Engineering Services Agreement with Trimad Consultants, LLC, for the Lift Station Number 23 Relocation and Sanitary Sewer Improvements. **This items supports IF- Infrastructure.**

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

Issue: Amendment Number 1 is for additional professional services for surveying. The right-of-way needs to be defined to identify the easements that need to be acquired for the project. The deliverables for this amendment will be metes & bounds, as well, as the survey for each parcel that needs to be acquired.

Fiscal Consideration:
Original Agreement: $388,880.00
Amendment #1: $18,070.00
Revised Agreement: $406,950.00

Staff Recommendation: Staff recommends approval of Amendment #1 to the agreement with Trimad for the Lift Station #23 project.

Alternatives: No alternative, work must be contracted out. It cannot be done in-house.

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

ROUTING:

Maria Rangel	Created/Initiated - 10/17/2024
Ruben Rosales	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

AMENDMENT NO. 1

The Contract between **Trimad Consultants, LLC,** and the **City of Pharr,** which was executed by the parties on **June 13, 2024** for the design of the **Lift Station Number 23 Relocation and Sanitary Sewer Improvements**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work for Professional Surveying Services as outlined in Exhibit A

B. Modification to Section 5 – Professional Service Fee – Increase Fee by $18,070 as stated in Exhibit A

This amendment adds **$18,070.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from $ 388,880.00 to **$ 406,950.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

_____
Ricardo Salazar, P.E.
President
Trimad Consultants, LLC
1803 Mozelle St., Pharr, TX 78577
F-18526

SIGNED on this the _____ day of _____, 20 ____.

_____
Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.
.

EXHIBIT A

ADDITIONAL SERVICES

TASK 1: Metes and Bounds for ROW Acquisition

Metes and bounds for R.O.W. acquisition will consist of surveying services for the ROW definition for the proposed collection system. The scope of work does not include acquiring a title report for the required properties. The client will be the responsible to obtain the latest vesting deed for the subject properties. If the client would like for Trimad to obtain these documents an additional fee of $575 per parcel to be paid upfront. There will be no probing for utility locations as part of this scope. This scope of work does not include exclusive easement documents to be prepared. Any additional work not included in this task will incur subsequent fees.

TABLE 1 – Metes and Bounds for ROW Acquisition

TASK NO.	DESCRIPTION	FEE
	New Lift Station	
1	-ROW Definition and Metes and Bounds for 7 parcels	$18,070.00
TOTAL FEE		$18,070.00

*If any additional parcels or easements are needed, the total amount will change. Invoices will be submitted monthly based on the percentage (%) of work completed.

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.C.
DATE SUBMITTED: October 15, 2024
MEETING DATE: October 21, 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 an Interlocal Agreement with the City of Weslaco for Animal Shelter Services. **This item supports QL - Quality of Life.**

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

Issue: The City of Pharr Interlocal Agreement with the City of Weslaco was due to expire on October 1, 2024. The City Of Pharr Health Department would like to enter into a new Interlocal Agreement for one (1) year with the following rates:
PHARR shall pay CITY $150.00 per animal impounded at CITY'S shelter.
PHARR shall pay CITY $85.00 per deceased animal taken to CITY'S shelter.
PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
PHARR shall pay CITY $150.00 to tranquilize or euthanize an animal on site
PHARR shall pay CITY $250.00 to quarantine an animal.
Project No. 2425-01-517-ILA01-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into an Interlocal Agreement

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 10/15/2024
Mayra Gomez	Approved - 10/15/2024
Cynthia Gutierrez	Approved - 10/18/2024
Hilda Pedraza	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

STATE OF TEXAS **§** **INTERLOCAL AGREEMENT**

COUNTY OF HIDALGO **§**

SERVICE CONTRACT **§**

THIS AGREEMENT is made on _____, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as "**CITY"** located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as **"PHARR"**, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

WHEREAS, PHARR desires to engage with CITY for the provision of certain professional services, therefore CITY and PHARR mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide PHARR Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PHARR. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PHARR must provide individual door tags for each animal brought into CITY'S facility.

D. PHARR must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PHARR must give CITY prompt written notice whenever PHARR observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Weslaco Animal Care Services hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

DRAFT

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF PHARR
Cynthia Gutierrez, Health Department.
1015 E Ferguson Ave.
Pharr, Texas 78577

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PHARR may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

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SECTION III
PAYMENTS AND FEES

PHARR agrees to pay CITY for services contracted herein as follows:

A. PHARR shall pay CITY $150.00 per animal impounded at CITY'S shelter.

B. PHARR shall pay CITY $85.00 per deceased animal taken to CITY'S shelter.

C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.

D. PHARR shall pay CITY $150.00 to tranquilize or euthanize an animal on site

E. PHARR shall pay CITY $250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PHARR'S invoice.

PHARR will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV
CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V
TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall be for an initial term of one year, effective _____ __, 2024 and shall continue in full-force and effect through October 1, 2025.

B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI
NON-APPROPRIATIONS

If PHARR cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PHARR.

SECTION VII
MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII
HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Pharr agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or

DRAFT

negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and PHARR have executed two (2) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
Adrian Gonzalez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY:_____
Norma A. Cantu, City Secretary

APPROVED AS TO FORM ONLY:

_____
Eden Ramirez, Interim City Attorney

CITY OF PHAR

BY: _____
Dr. Jonathan B. Flores, City Manager

City Of Pharr
118 S Cage Blvd.
Pharr, Texas 78577
956-402-4000

DRAFT

APPROVED AS TO FORM ONLY:

_____

Ricardo Rodriguez, City Attorney

DRAFT

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.D.
DATE SUBMITTED: October 16, 2024
MEETING DATE: October 21, 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 for Uniforms and Accessories with Unifirst Corporation from San Antonio, TX through Buyboard Purchasing Cooperative Contract No. 670-22. **This item supports SE -Service Excellence**.

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

Issue: Various City of Pharr departments have been using Unifirst for the rental of Uniforms and Accessories. Staff is hereby requesting authorization to enter into a service contract with Unifirst Corporation from San Antonio, TX through Buyboard Purchasing Cooperative Contract No. 670-22 for a period of 36-months. If approved, staff would like the option to extend/amend the service contract, with City Manager approval, if the performance of the vendor is satisfactory and unit prices remain firm - Project No. 2425-01-513-S03-01

Yearly Cost per Department is depicted below:
Int'l Bridge - $1,088.36
EMS - $2,853.76
Fire Station - $3,448.12
Fire Station No. 3 - $3,278.08
Parks & Rec - $1,497.60
Parks/Cust - $2,101.84
Parks/Dust - $3,068.52
Golf Course - $5,304.52
PW Streets - $5,204.68
Public Utility - $1,608.88
Water Plant - $712.40
Wastewater Plant - $1,114.36
Total Annual Cost - $32,186.96 (Savings of $22,689.44/Year)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends award to Unifirst Corporation from San Antonio, TX

Alternatives: N/A

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

ROUTING:

Maritza Magallan	Created/Initiated - 10/16/2024
Mayra Gomez	Approved - 10/17/2024
Luis Bazan	Approved - 10/17/2024
Daniel Ramirez	Approved - 10/17/2024
Pilar Rodriguez	Approved - 10/17/2024
Sergio Alanis	Approved - 10/17/2024
Ruben Rosales	Approved - 10/17/2024
Luis Marin	Approved - 10/18/2024
Hilda Pedraza	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

UniFirst Corporation

CITY OF PHARR

118 S. CAGE BLVD

PHARR TX. 78577

Cost Comparison for:

OVERVIEW / CITY OF PHARR

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**41%**
★	*** Your Potential Total Annual Savings:**	**$22,689.44**
★	*** Your Potential 36-Month Savings:**	**$68,068.32**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GB03- MAT 4X6 INDOOR MATS	18	$4.69	$84.42	$3.14	$56.52
2	76GB69 - MAT 4X6 INDOOR MATS	5	$4.92	$24.60	$3.14	$15.70
3	76GB03 - MAT 4X6 INDOOR MATS BI-WEEKLY	9	$7.65	$68.85	$4.71	$42.39
4	76GA03 - 3X5 INDOOR MAT	1	$7.89	$7.89	$2.05	$2.05
5	76GA21 - 3X5 INDOOR MAT	11	$2.99	$32.89	$2.05	$22.55
6	5388 - 3X5 OUTDOOR SCRAPER	3	$2.46	$7.38	$1.87	$5.61
7	8023 - RED BAGGED WIPERS 18X18	200	$0.18	$36.96	$0.08	$16.00
8	8023 - WIPERS REPLACEMENT COST	12	$1.80	$21.60	$0.29	$3.48
9	8165 - WET MOP HANDLE	4	$1.02	$4.08	$0.10	$0.40
10	8116 - 24OZ RED BAND WET MOP	16	$1.87	$29.92	$0.94	$15.04
11	8324 - 24IN DRY RED DUST MOP	20	$2.05	$41.00	$0.81	$16.20
12	8133 - 36IN COLLAPSABLE MOP FRAME	6	$1.17	$7.02	$0.10	$0.60
13	8336 - 36 IN GREEN DRY MOP	21	$1.41	$29.61	$1.22	$25.62
14	8348 - 48 IN BLUE DRY MOP	2	$2.22	$4.44	$1.60	$3.20
15	8348 - 48 IN BLUE DRY MOP BI-WEEKLY	10	$3.83	$38.30	$2.40	$24.00
16	8581 - WHITE TERRYCLOTH TOWELS	160	$0.73	$116.43	$0.11	$17.60
17	8581 - WHITE TOWEL REPLACEMENT COST	10	$1.40	$14.00	$0.88	$8.80
18	7038 - APRONS 30X36	5	$0.57	$2.83	$0.17	$0.85
19	APRON REPLACEMENT COST	1	$4.79	$4.79	$2.00	$2.00
20	0102 - LONG SLEEVE 65/35 WORK SHIRTS	167	$0.28	$46.29	$0.20	$33.40
21	0202 - SHORT SLEEVE 65/35 WORK SHIRTS	58	$0.27	$15.41	$0.20	$11.60
22	1002 - 65/35 WORK PANTS	187	$0.29	$54.01	$0.25	$46.75
23	10AI - CARGO PANTS	50	$0.45	$22.50	$0.35	$17.50
24	8438 - MICROFIBER TOWELS	20	$0.67	$13.40	$0.11	$2.20
25	MICROFIBER REPLACEMENT COST	2	$1.90	$3.80	$1.00	$2.00
26	8438 - MICROFIBER TOWELS BI WEEKLY	60	$0.69	$41.58	$0.16	$9.60
27	MICROFIBER REPLACEMENT COST BI WEEKLY	4	$3.67	$14.68	$1.00	$4.00
28	EEFX - DEFE CHARGE	12	$10.75	$129.00	$7.00	$84.00
29	ENER - ENEGRY SURCHARGE	12	$2.25	$27.00	$1.15	$13.80
30	GMP - GARMENT MAINTENANCE PROTECTION	484	$0.05	$26.04	$0.03	$14.52
31	GLP - GARMENT LOSS PROTECTION	484	$0.05	$26.04	$0.05	$24.20
32	GEP - GARMENT EMBLEM PROTECTION	302	$0.00	$0.00	$0.04	$12.08
31	GPP - GARMENT PREPERATION PROGRAM	484	$0.00	$0.00	$0.02	$9.68
32	MMP - MATERIAL MAINTENANCE PROGRAM	330	$0.17	$54.50	$0.16	$52.80
33	MMP - MATERIAL MAINT PROTECTION	14	$0.29	$4.06	$0.16	$2.24
★	TOTAL WEEKLY SAVINGS $436.34			**$1,055.32**		**$618.98**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

PHARR FIRE DEPARTMENT

118 S. CAGE BLVD

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / PHARR FIRE STATION

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**53%**
★	*** Your Potential Total Annual Savings:**	**$3,966.27**
★	*** Your Potential 36-Month Savings:**	**$11,898.80**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GA - 3X5 INDOOR MAT	1	$7.89	$7.89	$2.05	$2.05
2	76GA - 3X5 GREAT IMP 2.0	5	$2.99	$14.95	$2.05	$10.25
3	8023 - RED BAGGED WIPERS 18X18	50	$0.18	$9.24	$0.08	$3.90
4	8023 - WIPERS REPLACEMENT 12%	6	$1.80	$10.80	$0.29	$1.74
5	8116 - 24OZ RED BAND WET MOP	9	$1.87	$16.83	$0.94	$8.46
6	8133 - 36IN COLLAPSABLE MOP	3	$1.17	$3.51	$0.10	$0.30
7	8165 - WET MOP HANDLE	1	$1.02	$1.02	$0.10	$0.10
8	8336 - 36 IN GREEN DRY MOP	8	$1.63	$13.04	$1.22	$9.76
9	8581 - WHITE TERRYCLOTH TOWELS	50	$0.67	$33.50	$0.11	$5.50
10	8581 - WHITE TOWEL REPLACEMENT COST	5	$1.40	$7.00	$0.88	$4.40
11	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
12	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
13	MMP - MATERIAL MAINTENANCE PROTECTION	65	$0.18	$11.81	$0.18	$11.70
★	TOTAL WEEKLY SAVINGS **$76.27**			**$142.58**		**$66.31**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

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UniFirst Corporation

PHARR FIRE STATION #3

7107 S. CAGE BLVD

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / FIRE STATION #3

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**52%**
★	*** Your Potential Total Annual Savings:**	**$3,530.51**
★	*** Your Potential 36-Month Savings:**	**$10,591.54**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GA - 3X5 GREAT IMP 2.0	5	$2.99	$14.95	$2.05	$10.25
2	8023 - RED BAGGED WIPERS 18X18	50	$0.18	$9.24	$0.10	$5.00
3	8023 - WIPERS REPLACEMENT 20% lost	6	$1.80	$10.80	$0.29	$1.74
4	8116 - 24OZ RED BAND WET MOP	7	$1.87	$13.09	$0.94	$6.58
5	8133 - 36IN COLLAPSABLE MOP	3	$1.17	$3.51	$0.10	$0.30
6	8165 - WET MOP HANDLE	2	$1.02	$2.04	$0.10	$0.20
7	8336 - 36 IN GREEN DRY MOP	8	$1.63	$13.04	$1.22	$9.76
8	8581 - WHITE TERRYCLOTH TOWELS	50	$0.67	$33.50	$0.11	$5.50
9	8581 - WHITE TOWEL REPLACEMENT COST 10%	5	$1.40	$7.00	$0.88	$4.40
10	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
11	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
12	MMP - MATERIAL MAINTENANCE PROTECTION	62	$0.17	$10.77	$0.18	$11.16
★	TOTAL WEEKLY SAVINGS **$67.89**			**$130.93**		**$63.04**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

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UniFirst Corporation

CITY OF PHARR / STREETS DIV

1015 E. FERGUSON

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / STREETS DIV

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**43%**
★	*** Your Potential Total Annual Savings:**	**$3,847.02**
★	*** Your Potential 36-Month Savings:**	**$11,541.06**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	0202 - SHORT SLEEVE WORK SHIRTS 65/35	11	$0.27	$2.92	$0.20	$2.20
2	0102 - LONG SLEEVE WORK SHRITS 65/35	66	$0.28	$18.30	$0.20	$13.20
3	1002 - 65/35 PLAIN FRONT WORK PANTS	66	$0.29	$19.06	$0.25	$16.50
4	10AI - CARGO PANTS	11	$0.45	$4.96	$0.35	$3.85
5	76GB - MAT 4X6 INDOOR MATS	5	$4.92	$24.60	$3.14	$15.70
6	8023 - RED BAGGED WIPERS 18X18	50	$0.15	$7.51	$0.10	$5.00
7	8023 - WIPERS REPLACEMENT	6	$1.80	$10.80	$0.29	$1.74
8	8324 - 24IN DRY RED DUST MOP	5	$2.37	$11.85	$0.81	$4.05
9	8581 - WHITE TERRYCLOTH TOWELS	40	$0.73	$29.11	$0.10	$4.00
10	8581 - WHITE TERRYCLOTH REPLACEMENT	4	$1.40	$5.60	$0.88	$3.52
11	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
12	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
13	GMP - GARMENT MAINTENANCE PROTECTION	176	$0.05	$9.47	$0.03	$5.28
14	GLP - GARMENT LOSS PROTECTION	176	$0.05	$9.47	$0.05	$8.80
15	MMP - MATERIAL MAINTENANCE PROGRAM	45	$0.17	$7.43	$0.18	$8.10
★	TOTAL WEEKLY SAVINGS **$73.98**			**$174.07**		**$100.09**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

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UniFirst Corporation

CITY OF PHARR / WASTE WATER

2400 S. I ROAD

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / WASTE WATER

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**35%**
★	*** Your Potential Total Annual Savings:**	**$597.48**
★	*** Your Potential 36-Month Savings:**	**$1,792.44**

#	Facility Service Item Description		Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GB - 4X6 INDOOR MAT		4	$4.69	$18.76	$3.14	$12.56
2	EEFX - DEFE CHARGE		1	$10.75	$10.75	$7.00	$7.00
3	ENER - ENEGRY SURCHARGE		1	$2.25	$2.25	$1.15	$1.15
4	MMP - MATERIAL MAINTENANCE PROTECTION		4	$0.29	$1.16	$0.18	$0.72
★	TOTAL WEEKLY SAVINGS	**$11.49**			**$32.92**		**$21.43**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

CITY OF PHARR / PUBLIC UTILITY

801 E. SAM HOUSTON

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / PUBLIC UTILITY

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**34%**
★	*** Your Potential Total Annual Savings:**	**$847.08**
★	*** Your Potential 36-Month Savings:**	**$2,541.24**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GB - 4X6 INDOOR MAT	5	$4.69	$23.45	$3.14	$15.70
2	8165 - WET MOP HANDLE	1	$1.02	$1.02	$0.10	$0.10
3	8324 - 24IN RED DRY MOP	3	$1.14	$3.42	$0.81	$2.43
4	8336 - 36 IN GREEN DRY MOP	3	$1.63	$4.89	$1.22	$3.66
5	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
6	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
7	MMP - MATERIAL MAINTENANCE PROTECTION	5	$0.29	$1.45	$0.18	$0.90
★	TOTAL WEEKLY SAVINGS **$16.29**			**$47.23**		**$30.94**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

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UniFirst Corporation

CITY OF PHARR / PARKS AND REC

1101 W. KELLY AVE

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / PARKS & RECS

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**31%**
★	*** Your Potential Total Annual Savings:**	**$671.17**
★	*** Your Potential 36-Month Savings:**	**$2,013.51**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	0102 - LONG SLEEVE 65/35 WORK SHIRTS	5	$0.28	$1.39	$0.20	$1.00
2	0202 - SHORT SLEEVE 65/35	11	$0.27	$2.92	$0.20	$2.20
3	10AI - CARGO PANTS	6	$0.45	$2.70	$0.35	$2.10
4	1002 - 65/35 WORK PANTS	11	$0.29	$3.18	$0.25	$2.75
5	76GB - 4X6 INDOOR MAT	3	$4.69	$14.07	$3.14	$9.42
6	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
7	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
8	GMP - GARMENT MAINTENANCE PROGRAM	33	$0.05	$1.79	$0.03	$0.99
9	GLP - GARMENT LOST PROTECTION	33	$0.05	$1.79	$0.05	$1.65
10	MMP - MATERIAL MAINTENANCE PROTECTION	3	$0.29	$0.87	$0.18	$0.54
★	TOTAL WEEKLY SAVINGS **$12.91**			**$41.71**		**$28.80**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

CITY OF PHARR / WATER PLANT

1000 S. BLUE BONNET ST

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / WATER PLANT

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**36%**
★	*** Your Potential Total Annual Savings:**	**$393.12**
★	*** Your Potential 36-Month Savings:**	**$1,179.36**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GA - 3X5 INDOOR MAT	1	$2.99	$2.99	$2.05	$2.05
2	786GB - 4X6 INDOOR MAT	1	$4.69	$4.69	$3.14	$3.14
3	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
4	ENER - ENEGRY SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
5	MMP - MATERIAL MAINTENANCE PROTECTION	2	$0.29	$0.58	$0.18	$0.36
★	TOTAL WEEKLY SAVINGS **$7.56**			**$21.26**		**$13.70**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

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UniFirst Corporation

CITY OF PHARR / GOLF COURSE

700 E. HALL ACRES

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / GOLF COURSE

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**32%**
★	*** Your Potential Total Annual Savings:**	**$2,515.99**
★	*** Your Potential 36-Month Savings:**	**$7,547.98**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	0102 - LONG SLEEVE WORK SHIRTS	96	$0.28	$26.61	$0.20	$19.20
2	0202 - SHORT SLEEVE WORK SHIRTS	25	$0.27	$6.64	$0.20	$5.00
3	10AI - CARGO PANTS	33	$0.45	$14.87	$0.35	$11.55
4	1002 - 65/35 WORK PANTS	110	$0.29	$31.77	$0.25	$27.50
5	7038 - APRONS 30X36	5	$0.57	$2.83	$0.17	$0.85
6	APRON REPLACEMENT COST	1	$4.79	$4.79	$2.00	$2.00
7	8023 - 18 X18 RED RAGS	50	$0.18	$9.24	$0.08	$4.00
8	8023 - REPLACEMENT COST	6	$1.80	$10.80	$0.29	$1.74
9	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
10	ENER - FUEL SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
11	GMP - GARMENT MAINTENANCE PROTECTION	264	$0.06	$14.64	$0.03	$7.92
12	GLP - GARMENT LOST PROTECTION	264	$0.06	$14.64	$0.05	$13.20
13	MMP - MATERIAL MAINTENANCE PROGRAM	5	$0.11	$0.57	$0.18	$0.90
★	TOTAL WEEKLY SAVINGS **$48.38**			**$150.39**		**$102.01**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

CITY OF PHARR / PARKS / DUST

413 E. CLARK / 3RD FLOOR

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / PARKS / DUST

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**53%**
★	*** Your Potential Total Annual Savings:**	**$3,466.63**
★	*** Your Potential 36-Month Savings:**	**$10,399.90**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GB - 4X6 INDOOR MAT	5	$4.69	$23.45	$3.14	$15.70
2	8324 - 24IN RED DRY MOP	2	$1.14	$2.28	$0.81	$1.62
3	8348 - 48 IN BLUE DRY MOP	2	$2.22	$4.44	$1.60	$3.20
4	8581 - WHITE TERRY CLOTH BAGGED	80	$0.73	$58.22	$0.10	$8.00
5	8581 - WHITE TERRY CLOTH REPLACEMENT	8	$1.40	$11.20	$0.88	$7.04
6	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
7	ENER - FUEL SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
8	MMP - MATERIAL MAINTENANCE PROTECTION	85	$0.15	$13.09	$0.18	$15.30
★	TOTAL WEEKLY SAVINGS **$66.67**			**$125.68**		**$59.01**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

CITY OF PHARR / PARKS/ CUST

1011 W. KELLY AVE

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / PARKS / CUST

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**55%**
★	*** Your Potential Total Annual Savings:**	**$2,536.99**
★	*** Your Potential 36-Month Savings:**	**$7,610.98**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	0202 - SHORT SLEEVE WORK SHIRT	11	$0.27	$2.92	$0.20	$2.20
2	5388 - 3X5 OUTDOOR SCRAPER	3	$2.46	$7.38	$1.87	$5.61
3	8324 - 24IN RED DRY DUST MOP	10	$2.37	$23.70	$0.81	$8.10
4	8581 - WHITE TERRY CLOTH BAGGED	40	$0.73	$29.11	$0.10	$4.00
5	TERRY CLOTH REPLACEMENT COST	4	$1.40	$5.60	$0.88	$3.52
6	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
7	ENER - FUEL SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
8	GMP - GARMENT MAINTENANCE PROGRAM	11	$0.04	$0.41	$0.05	$0.55
9	GLP - GARMENT LOSS PROTECTION	11	$0.04	$0.41	$0.05	$0.55
10	MMP - MATERIAL MAINTENANCE PROTECTION	43	$0.16	$6.68	$0.18	$7.74
★	TOTAL WEEKLY SAVINGS **$48.79**			**$89.21**		**$40.42**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

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UniFirst Corporation

CITY OF PHARR / INT'L BRIDGE

9900 S. CAGE BLVD

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / INT'L BRIDGE

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**59%**
★	*** Your Potential Total Annual Savings:**	**$1,548.35**
★	*** Your Potential 36-Month Savings:**	**$4,645.06**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	8336 - 36 IN GREED DRY MOP	1	$1.63	$1.63	$1.22	$1.22
2	8438 - MICROFIBER TOWELS	20	$0.67	$13.40	$0.11	$2.20
3	MICROFIBER REPLACEMENT TOWELS	2	$1.90	$3.80	$1.00	$2.00
4	8581 - WHITE TERRY CLOTH BAGGED	20	$0.67	$13.40	$0.10	$2.00
5	8581 - WHITE TERRY CLOTH BAGGED	2	$1.40	$2.80	$0.88	$1.76
6	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
7	ENER - FUEL SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
8	MMP - MATERIAL MAINTENANCE PROTECTION	20	$0.13	$2.68	$0.18	$3.60
★	TOTAL WEEKLY SAVINGS **$29.78**			**$50.71**		**$20.93**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst Corporation

CITY OF PHARR / EMS HEADQUARTERS

3000 N. CAGE BLVD

PHARR TX. 78577

Cost Comparison for:

CITY OF PHARR / EMS HEADQUARTERS BI WEEKLY

UniFirst

Cost Analysis Program

Date: 10/10/24

★	*** Reduction in Total Cost of Ownership:**	**48%**
★	*** Your Potential Total Annual Savings:**	**$2,676.73**
★	*** Your Potential 36-Month Savings:**	**$8,030.19**

#	Facility Service Item Description	Qty.	Current $ .ea	Current Total	UniFirst $ .ea	Renewal Total
1	76GB - 4X6 INDOOR MAT	9	$7.65	$68.85	$4.71	$42.39
2	8131 - MOP HANDLE	8	$1.24	$9.92	$0.10	$0.80
3	8138 - 48 IN MOP FRAME	4	$1.24	$4.96	$0.10	$0.40
4	8348 - 48 IN BLUE DRY MOP	10	$3.83	$38.30	$2.40	$24.00
5	8438 - MICROFIBER TOWELS	60	$0.69	$41.58	$0.16	$9.60
6	MICROFIBER REPLACEMENT TOWELS	4	$3.67	$14.68	$1.00	$4.00
7	993F - CHERRY URINAL SCREENS	8	$2.35	$18.80	$2.35	$18.80
8	EEFX - DEFE CHARGE	1	$10.75	$10.75	$7.00	$7.00
9	ENER - FUEL SURCHARGE	1	$2.25	$2.25	$1.15	$1.15
10	MMP - MATERIAL MAINTENANCE PROTECTION	9	$0.29	$2.62	$0.18	$1.62
★	TOTAL BI-WEEKLY SAVINGS **$102.95**			**$212.71**		**$109.76**

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Customer Development

Eric Rodriguez

956-454-5615

eric_r_rodriguez@unifirst.com

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☒

INSTALLATION DATE 12/28/2010
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF PHARR LOC. NO. 813

ADDRESS PO BOX 1729 ROUTE NO.

PHARR, TX. 78577-1632 DATE 10/14/2024

PHONE (956) 702-5300 SIC/NAICS 7999

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
1002 LONG SLEEVE 65/35 WORKSHIR	25.30	1	23	167	.20		33.40	
0202 SHORT SLEEVE 65/35/ WORKSHIR	25.30	1	10	58	.20		11.60	
1002 PNT-65/35 SOFTWILL PLAIN FRON	35.37	1	23	187	.25		46.75	
10AI PNT-65/35 W/CARGO PKT	45.38	1	6	30	.35		17.50	
76GB 4X6 GREAT IMP. 2.0	180.79	1	1	23	3.14		72.22	
76GB 4X6 GREAT IMP 2.0	180.79	2	1	9	4.71		42.39	
76GA 3X5 GREAT IMP 2.0	117.21	1	1	12	2.05		24.60	
5388 MAT 3X5 SCRAPER	172.73	1	1	3	1.87		5.61	
8023 WIPERS 18X18 BAGGED	1.79	1	1	400/200	.08		16.00	
8581 TERRY CLOTHS-U1ST BAGGED	2.45	1	1	320/160	.11		17.60	
7038 APR-BIB-30X36SPUN-NOPKT	4.26	1	1	10/5	.17		.85	
8438 TOWELS MICROFIBER MULTI-PU	3.30	1	1	40/20	.11		2.20	
8438 TOWELS MICROFIBER MULTI-PU	3.30	1	2	120/60	.16		9.60	
8165 MOPS WET MOP HANDLE-WOODI	17.33	1	1	4	.10		.40	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	2.30
Name emblem per piece	1.60
Company emblem per piece	3.90
Direct Embroidery: Wearer name per piece	3
Company name per piece	2
GARMENT MAINTENANCE PROGRAM	YES
GARMENT EMBLEM PROTECTION	YES

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	NO
Automatic Linen Replacement	NO
DEFE (See description on reverse side)	7.00
GARMENT PREPARATION PROGRAM	YES

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

TEXAS BUYBOARD 670-22

36 MONTH AGREEMENT

DRAFT

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

SALES REP: ERIC RODRIGUEZ 10/14/2024
SALES REP (Print Name) DATE

ACCEPTED[5]:
LOCATION MANAGER (Signature) DATE

ANDRES HERNANDEZ G.M.
LOCATION MANAGER (Print Name and Title)

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED:
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ **LOCAL UNIFIRST COPY** (SCANNED COPY TO CORPORATE OFFICE) ☐ **CUSTOMER COPY**

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☒

INSTALLATION DATE 10/14/2024
MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) CITY OF PHARR LOC. NO. 813

ADDRESS PO BOX 1729 ROUTE NO.

PHARR TX. 78577-1632 DATE 10/14/2024

PHONE (956) 702-5300 SIC/NAICS 7999

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
8116 WET MOP LARGE WITH RED BAN	9.57	1	1	32/16	.94		15.04	
8324 MOPS-UNFRAMED 24"	15.57	1	1	40/20	.81		16.20	
8133 36IN COLLAPSABLE MOP FRAME	17.08	1	1	6	.10		.60	
8336 MOPS-UNFRAMED 36"	21.95	1	1	42/21	1.22		25.62	
8348 MOPS-UNFRAMED 48"	23.95	1	1	4/2	1.60		3.20	
8348 MOPS-UNFRAMED 48"	23.95	1	1	20/10	2.40		24.00	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT	OTHER CHARGES	AMOUNT
Garment preparation per piece	2.30	Non-stock sizes per piece	20%
Name emblem per piece	1.60	Special cuts per piece	3.00
Company emblem per piece	3.90	Restock/Exchange per piece	3.00
Direct Embroidery: Wearer name per piece	3	Automatic Wiper Replacement	NO
Company name per piece	2	Automatic Linen Replacement	NO
GARMENT MAINTENANCE PROTECTION	YES	DEFE (See description on reverse side)	7.00
GARMENT EMBLEM PROTECTION	YES	GARMENT PREPARATION PROGRAM	YES

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☒

COMMENTS

TEXAS BUYBOARD 670-22

36 MONTH AGREEEMNT

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: ERIC RODRIGUEZ 10/14/2024
SALES REP (Print Name) DATE

ACCEPTED[5]:
LOCATION MANAGER (Signature) DATE
ANDRES HERNANDEZ G.M.
LOCATION MANAGER (Print Name and Title)

ACCEPTED:
CUSTOMER (Signature) DATE
CUSTOMER (Print Name and Title)
EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

DRAFT

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

DRAFT

Mayor: **Mario Garza**
Mayor Pro-Tem: **Marco "Markie" Villegas**
Commissioners: **Ernesto "Neto" Guajardo**
Adina "Dina" Santillan
Leonardo "Lenny" Sanchez

January 26, 2024

To Whom It May Concern:

I am writing with great enthusiasm to recommend Unifirst Uniform Services. I can attest to their high level of professionalism, work quality, and commitment to perfection.

For the past ten years, the City of San Juan has used Unifirst Uniform Services for uniform and workwear rental, as well as facility services for city employees and offices, and we have always been entirely satisfied with their performance. Our staff are really pleased with their work uniform rental service, which covers laundry, delivery, repairs, and replacements. They perform a wonderful job, are always on time, and provide the most competitive rates in town.

A few examples of their high-quality uniform and facility services include:

- Excellent Quality of Uniforms
- Commercial Grade Floor Mats
- Great Customer Service
- One Vendor for all Uniform and Facility Needs
- Rapid Response Time

I am very happy to recommend the services of Unifirst and trust that your experience with them will be as positive as ours. If I can answer any additional questions about our experience as customers of Unifirst, please do not hesitate to contact me.

Sincerely,

Mario Garza
Mayor
City of San Juan
(956)223-2200
mgarza@sjtx.us

J.R. Garza
Mayor

Oscar Salinas
Mayor Pro-Tem

Pete Morales
Commissioner

Roel "Leon" Moreno
Commissioner

AJ Garcia
Commissioner

Robert L. Salinas
City Manager

March 21, 2024

To whom it may concern:

I am writing with great consideration to recommend UniFirst Uniform Services. We can attest to their high level of professionalism, work quality, and commitment.

For more than 10 years, the City of Alamo has used UniFirst Uniform Services for uniform workwear rental, as well as facility services for city employees and offices and we have always been satisfied with their performance. Our staff are really pleased with their uniform rental service; which covers laundry, delivery, repairs, and replacements. They perform a great job, are always on time, and provide the most competitive rates in town.

A few examples of their high-quality uniform and facility services include:

- Excellent Quality Uniforms
- Commercial Grade Floor Mats
- Great Customer Service
- One Vendor Rental for Uniform and Facility Needs
- Rapid Response Time

We are very pleased to recommend UniFirst Uniform Services and trust that your experience with them will be as positive as ours.

Sincerely,

Bobby Salinas
City Manager

420 N. Tower Road • Alamo, Texas 78516 • (956) 787-0006 •(956) 787-6807 fax
"This institution is an equal opportunity provider, and employer"

Menu

Vendor Contract Information Summary

Vendor	UniFirst Corp.
Contact	Teresa Jensen
Phone	(210) 224-0711
Email	teresa_jensen@unifirst.com
Vendor Website	www.unifirst.com
TIN	74-2861951
Address Line 1	3067 E. Commerce Street
Vendor City	San Antonio
Vendor Zip	78220
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	New Mexico, Texas
Contract Name	Uniforms and Accessories
Contract No.	670-22
Effective	06/01/2022
Expiration	05/31/2025
Accepts RFQs	Yes
Quote Reference Number	670-22
Additional Dealers	See Additional dealers for dealer list

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.E.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Legal

DIRECTOR: Ricardo Rodriguez

Agenda Item: Consideration and action, if any, on Boundary Line Agreement and Special Warranty Deed for Lot 1, Block 14, Plantation South Subdivision, Unit No. 6.
This item supports EV - Economic Vitality.

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

Issue: Boundry Line Agreement with Jorge Ortiz and Rosa Ortiz and City of Pharr.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 10/17/2024
Ricardo Rodriguez	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Boundary Line Agreement and Special Warranty Deed

Date: October 2, 2024

Owner: CITY OF PHARR, a Texas municipal corporation

Owner's Address:

118 S. Cage Blvd.
Pharr, Texas 78577
Hidalgo County

Owner's Property:

Those certain tracts described in Warranty Deed dated March 23, 1999, under Document No. 761449, Official Records of Hidalgo County, Texas executed by Pharr Plantation, Inc., to The City of Pharr, which is located in Hidalgo County, Texas and incorporated herein by reference for all purposes.

Adjoining Owner: JORGE ORTIZ and ROSA ORTIZ

Adjoining Owner's Address:

301 Ashley Drive
Pharr, Texas 78577
Hidalgo County

Adjoining Owner's Property:

Lot One (1), Block Fourteen (14), PLANTATION SOUTH SUBDIVISION, UNIT NO. 6, an addition to the City of Pharr, Hidalgo County, Texas, according to the amended map or plat thereof recorded in Volume 24, Pages 56A and 56B, Map Records, Hidalgo County, Texas.

Based on examination of title/survey of Owner's Property and Adjoining Owner's Property, there appears to be a question as to the location of the common boundary line between Owner's Property and Adjoining Owner's Property. Owner and Adjoining Owner desire to settle the question by executing this agreement.

In consideration of settling the existing boundary line dispute and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Adjoining Owner hereby agree as follows:

1. Set forth in Exhibit "A" attached hereto and incorporated herein by reference for all purposes is a metes-and-bounds description and survey of the area in dispute. Owner and Adjoining Owner have agreed that the following calls which form the West line of the property described in said Exhibit "A" shall constitute the common boundary line between Owner's Property and Adjoining Owner's Property:

"Thence North 38º -48'-01" East, at 0.70 feet found a five-eights (5/8) inch diameter iron rod, at 62.22 feet in all to a 4 foot chain link fence corner found for a point of deflection;

Thence North 40º-31'-16" East 47.97 feet to a five-eights (5/8) inch diameter iron rod found for the most Northerly corner hereof;"

Moreover, this common boundary line is highlighted in the survey set forth in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

2. Owner and Adjoining Owner hereby grant, sell, and convey to each other their respective interests, if any, in the real property lying on the opposite side of the agreed common boundary line from the remaining property that each of them owns, together with, all and singular, the rights and appurtenances thereto in any way belonging, to have and to hold such interests to the grantee and grantee's heirs, successors, and assigns forever, and hereby agree to warrant and forever defend the title to these interests in the grantee and the grantee's respective heirs, successors, and assigns against all claims arising by, through, or under the grantor but not otherwise.

3. This agreement binds and inures to the benefit of Owner and Adjoining Owner and their respective heirs, personal representatives, successors, and assigns.

CITY OF PHARR, a Texas municipal corporation,

_____

AMBROSIO HERNANDEZ, Mayor

_____

JORGE ORTIZ

_____

ROSA ORTIZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on _____, 2024, by AMBROSIO HERNANDEZ, as the Mayor of CITY OF PHARR, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on _____, 2024, by JORGE ORTIZ.

_____
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on _____, 2024, by ROSA ORTIZ.

_____
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

LAW OFFICE OF RICHARD A. CANTU, P.C.
3301 N. Taylor Road
Mission, Texas 78573
Telephone (956) 297-3335
Facsimile (956) 297-3336
Email: richard@cantulawcompany.com
File No.: 14124-24

AFTER RECORDING, RETURN TO:

JORGE ORTIZ and ROSA ORTIZ
301 Ashley Drive
Pharr, Texas 78577

Exhibit "A"

CIVIL, STRUCTURAL
AND
LAND SURVEYING

PEÑA ENGINEERING

FIRM #10087200
P.O. BOX 4320
McALLEN, TEXAS 78502
(956) 682-8612 • FAX 631-PEÑA

LEGAL DESCRIPTION:

A 0.02 acre tract of land out of Lot 243, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, as per map thereof recorded in Volume 3 Pages 133-134 Deed Records of Hidalgo County, Texas, said 0.02 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at a one-half (½) inch diameter iron rod found at the most Easterly corner of Lot 1, Block 14, Plantation South Subdivision, Unit No. 6 as recorded in Volume 24 Page 56A-56B Map Records, thence with a Northeast line of said Lot 1, Block 14, North 69°-23'-38" West 23.75 feet to a one-half (½) inch diameter iron rod found for a point of deflection, thence with a Northeast line of said Lot 1, Block 14, North 49°-00'-06" West 47.42 feet to the most Northerly corner of said Lot 1, Block 14 for the most Easterly corner hereof and PLACE OF BEGINNING, whence a one-half (½) inch diameter iron rod found bears North 40°-56'-26" East 0.20 feet;

Thence with the Northwest line of said Lot 1, Block 14, South 40°-56'-26" West 109.87 feet to the most Westerly corner of said Lot 1, Block 14 for the most Southerly corner hereof, whence a one-half (½) inch diameter iron rod found bears North 40°-56'-26" East 0.30 feet and North 49°-00'-21" West 0.30 feet;

Thence with a curve to the right, with a radius of 527.30 feet, having an arc length of 5.69 feet and chord bearing of North 48°-33'-30" West a chord distance of 5.69 feet to the most Westerly corner hereof;

Thence North 38°-48'-01" East, at 0.70 feet found a five-eights (5/8) inch diameter iron rod, at 62.22 feet in all to a 4 foot chain link fence corner found for a point of deflection;

Thence North 40°-31'-16" East 47.97 feet to a five-eights (5/8) inch diameter iron rod found for the most Northerly corner hereof;

Thence South 46°-55'-28" East 8.37 feet to the PLACE OF BEGINNING, containing Two hundredths (0.02) acre, more or less;

Pablo Peña III

Pablo Peña, III
R.P.L.S. NO. 5242
Date: 07/24/2024

Exhibit "A" Continued

PEÑA ENGINEERING

FIRM #10087200 · 1001 WHITEWING · P.O. BOX 4320
(956) 882-8812 · McALLEN, TEXAS 78502 · FAX (956) 631-PENA

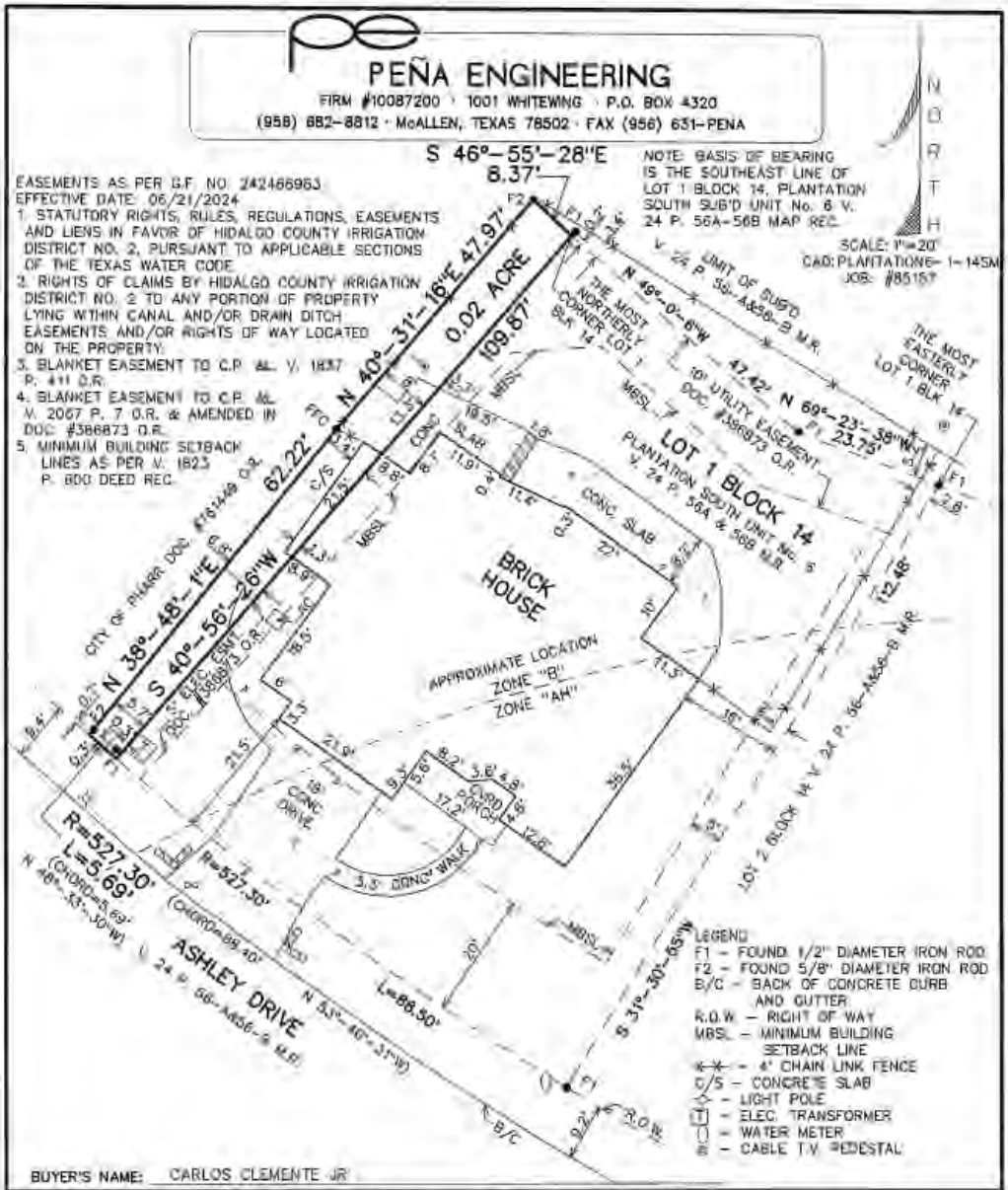
EASEMENTS AS PER G.F. NO. 242466963
EFFECTIVE DATE: 06/21/2024

1. STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE
2. RIGHTS OF CLAIMS BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY.
3. BLANKET EASEMENT TO C.P. & L. V. 1837 P. 411 O.R.
4. BLANKET EASEMENT TO C.P. & L. V. 2067 P. 7 O.R. & AMENDED IN DOC. #386873 O.R.
5. MINIMUM BUILDING SETBACK LINES AS PER V. 1823 P. 800 DEED REC.

NOTE: BASIS OF BEARING IS THE SOUTHEAST LINE OF LOT 1 BLOCK 14, PLANTATION SOUTH SUB'D UNIT No. 6 V. 24 P. 56A-56B MAP REC.

NORTH

SCALE: 1"=20'
CAD: PLANTATIONE- 1-14SM
JOB: #85157



LEGEND
F1 - FOUND 1/2" DIAMETER IRON ROD
F2 - FOUND 5/8" DIAMETER IRON ROD
B/C - BACK OF CONCRETE CURB AND GUTTER
R.O.W. - RIGHT OF WAY
MBSL - MINIMUM BUILDING SETBACK LINE
-x-x- - 4' CHAIN LINK FENCE
C/S - CONCRETE SLAB
- LIGHT POLE
T - ELEC. TRANSFORMER
() - WATER METER
- CABLE T.V. PEDESTAL

BUYER'S NAME: CARLOS CLEMENTE JR

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480334 0425 C Map Revised: 11/16/1982

☒ Zone "AH" – This is to certify that this property is in a flood prone area.
☒ Zone "B" – This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☐ Zone "C" – This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2024 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: 301 Ashley Dr. Pharr, TX 78577

LEGAL DESCRIPTION: A 0.02 acre tract of land Lot 243, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas,

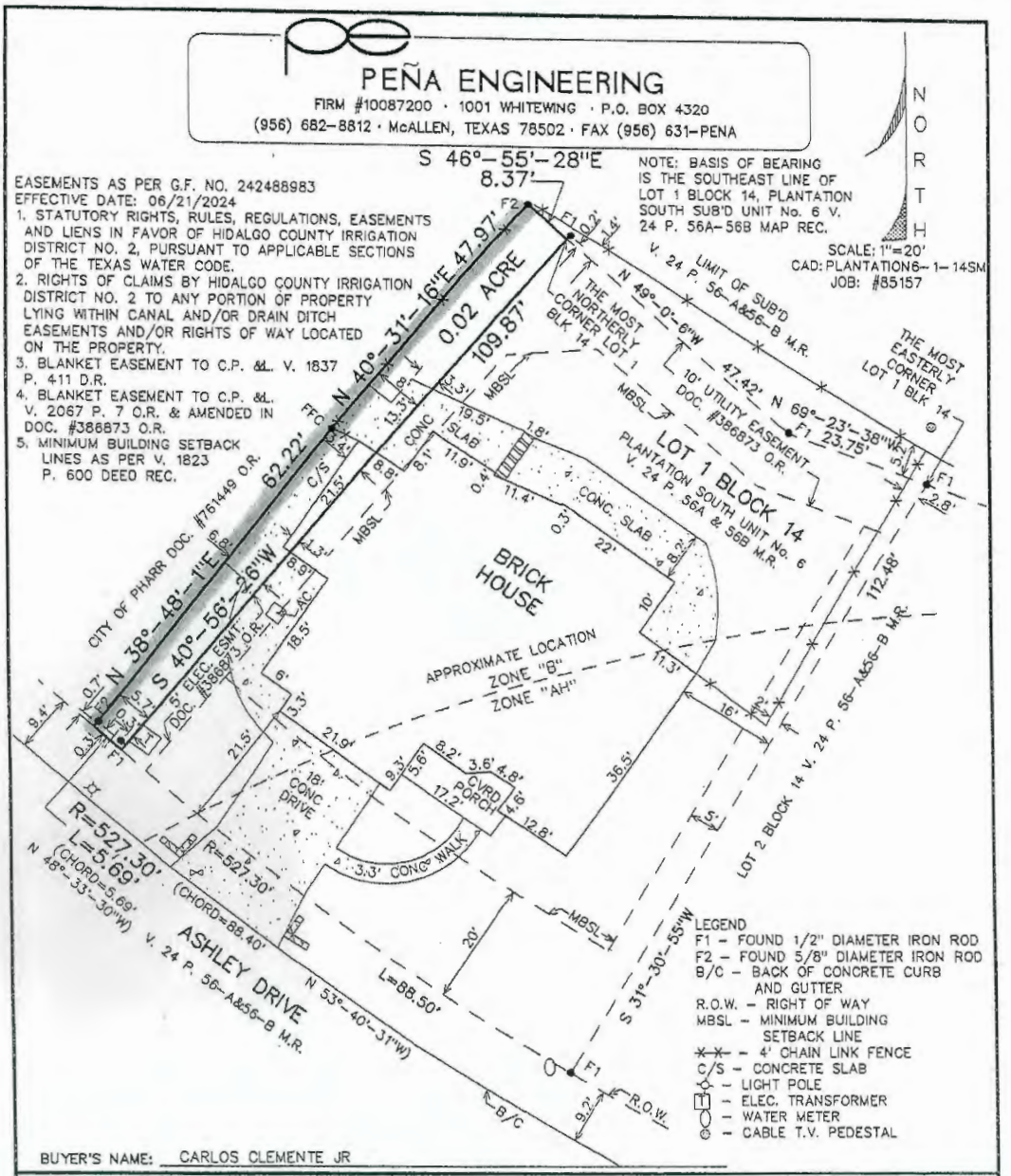
ACCORDING TO THE MAP RECORDED IN VOLUME 3 PAGE 133-134 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Pablo Peña III

07/24/2024
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

Exhibit "B"



BUYER'S NAME: CARLOS CLEMENTE JR

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480334 0425 C Map Revised: 11/16/1982

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I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2024 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: 301 Ashley Dr. Pharr, TX 78577

LEGAL DESCRIPTION: A 0.02 acre tract of land Lot 243, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas,

ACCORDING TO THE MAP RECORDED IN VOLUME 3 PAGE 133-134 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

REGISTERED PABLO PEÑA, III 5242 PROFESSIONAL LAND SURVEYOR

Pablo Peña III

07/24/2024
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.F.
DATE SUBMITTED: October 17, 2024
MEETING DATE: October 21, 2024

FROM: Ruben Rosales, Public Utilities Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract to Southern Trenchless Solutions out of La Feria, Texas for the repair and rehabilitation of manholes through Buyboard Contract No. 730-24 in the amount of $247,466.00 **This item supports IF - Infrastructure**.

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

Issue: Many of the city's manholes are aged infrastructure that has deteriorated grade rings, and offset manholes frame, gaps in the frame/chimney joint, cracked or broken grade rings and deteriorated mortar. Project No. 2425-60-583-S04-01

Fiscal Consideration: N/A

Staff Recommendation: For approval of repair and rehab of manholes for FY 2024-2025.

Alternatives: N/A

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

ROUTING:

Ruben Rosales	Created/Initiated - 10/17/2024
Ruben Rosales	Approved - 10/17/2024
Mayra Gomez	Approved - 10/18/2024
David Friedlein	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

SOUTHERN TRENCHLESS SOLUTIONS

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

Quote Issued 10/9/2024

Quote # 24-447-647

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Project: City of Pharr - Manhole Rehab PH 8

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	3,500.00	3,500.00
2	90	Premium manhole frame and cover (Composite Manhole Cover)	31	EA	2,750.00	85,250.00
3	99	Manhole, Pipe or Other Structures - Geo Polymer Rehabilitation	3,114	SF	44.00	137,016.00
4	104	Manhole Bench Reconstruction	31	EA	700.00	21,700.00
5	MISC	Payment & Performance Bonds	0	EA	7,425.00	0.00

Total **$247,466.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

Vendor Contract Information Summary

Vendor	Southern Trenchless Solutions, LLC
Contact	Pat De La Cruz
Phone	956-277-0354
Email	Adminstx@southerntrenchless.com
Vendor Website	www.southerntrenchless.com
TIN	27-1775672
Address Line 1	1200 W. Expressway 83
Vendor City	La Feria,
Vendor Zip	78559
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Certificate Number	1271775672500 / 222099638
Certifying Agency	Texas Comptroller of Public Accounts / SCTRCA
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products)
Contract No.	730-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.G.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing the City Manager to rescind award to NM Contracting, LLC, for the Commercial Vehicle Parking Area.
This item supports IF - Infrastructure.

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

Issue: Approved action is contingent on approval from TxDOT.

(CSJ: 0921-02-423)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends proceeding with actions approved by TxDOT

Alternatives: Award the contract to the lowest bidder, NM Contracting, LLC.

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

ROUTING:

Maria Rangel	Created/Initiated - 10/18/2024
Mayra Gomez	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024

AGENDA MEMORANDUM

BOARD: Board of Commissioners

AGENDA ITEM #: 10.H.
DATE SUBMITTED: October 18, 2024
MEETING DATE: October 21, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, authorizing the City Manager to award a construction contract for the Commercial Vehicle Parking Area to IOC Company, LLC in the amount of $12,290,043.00. **This item supports IF - Infrastructure.**

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

Issue: Approved action is contingent on approval from TxDOT.
(CSJ: 0921-02-423) -Project No. 2324-71-510-C07-293

Fiscal Consideration: The award is in the amount of $12,290,043.00.

Staff Recommendation: Staff recommends proceeding with actions approved by TxDOT.

Alternatives: Award to the lowest bidder.

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

ROUTING:

Maria Rangel	Created/Initiated - 10/18/2024
Mayra Gomez	Approved - 10/18/2024
Ricardo Rodriguez	Approved - 10/18/2024
Jamison Merrick	Approved - 10/18/2024
City Management Office	Final Approval - 10/18/2024