

**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, NOVEMBER 4, 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. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

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

A) Public hearing on development services cases

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

A) City Engineer's Report

B) City Events of Interest

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

A) Approval of Minutes for October 21, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of 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. **(2nd Reading) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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

1. 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 215, 216, 217, 218 and 219, Valle de la Primavera Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The physical address to the property is 6601 South Jackson Road. CUP#240922 **This item supports EV - Economic Vitality.**

2. 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 1B, Map of Lots 1A and 1B, Nolana Square, an addition to the City of Pharr, Hidalgo County, Texas. The physical address of the property is 100 West Nolana Loop. CUP#240923 **This item supports EV - Economic Vitality.**

3. 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lots 1 & 2, Beamsley Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The physical address of the property is 1407 West Nolana Loop. CUP#240924 **This item supports EV - Economic Vitality.**

4. Tejas Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.05 acres, more or less, out of Lots 13 & 14, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Avenue, Suite D. CUP#220634 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, amending Ordinance No. O-2024-07 adopting an updated Procurement Card Policy Manual. **(1st Reading) This item supports SE - Service Excellence.** (PURCHASING)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-17 Municipal Fiber Optic Fee Schedule **(1st Reading)**. **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

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 22.94 acre tract of land, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 ft. west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution allowing participation with Equalis Group for Cooperative Purchases and/or Services. **This item supports SE - Service Excellence.** (PURCHASING)

E) Consideration and action, if any, on Resolution in support of SH 68 and Design Modification Route No. 7. **This item supports IF - Infrastructure.** (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into a Service Contract with 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. **(TABLED)** **This item supports IF - Infrastructure.** (PUBLIC UTILITIES)

B) Consideration and action, if any, on Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Fire Department to provide Tactical Emergency Medical Technicians for the Law Enforcement Emergency Regional Response Team. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, on Interlocal Cooperation Contract between the University of Texas Rio Grande Valley (UTRGV) and the City of Pharr for the use of the Regional Security Operations Center (RSOC) Services. **This item supports SSC - Safe and Secure Community.** (IT)

8. 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.

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

10. 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 1st day of November 2024 at 3:00 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 1st day of November 2024




ALESSANDRA GARCIA
ASSISTANT 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: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 3.A.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/29/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 30, 2024

MEETING DATE: November 4, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
City Management Office

Created/Initiated - 10/30/2024
Final Approval - 11/1/2024



Report on Capital Improvement Project Activity Construction – November 2024

**City Engineer - Maria Rangel, P.E.
Monday, November 04, 2024**



Pharr
Engineering



City Engineers Report

Engineer: City of Pharr/Ramiro Gutierrez

Contractor: ASAGO, LLC

CM: City of Pharr

Notice to Proceed: December 19, 2022

Contract Time (MF): $316 + 158 = 474$

(ETC Nov. 2024)

Time to Date: 457 days (96.4%)

Contract Amount: \$2,325,300.55

Change Orders: \$135,684.40 (CO#1 – CO#3)

Current Contract: \$2,460,984.95

Total to Date: \$2,020,595.96 (82.1%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area.

Status: Contractor is working in City of Alamo.

Next Step: Contractor has started working in the City of Alamo on Alamo Rd. The completion is November 15, 2024.

Photo Not Available

PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: Halff Associates Inc.
Contractor: IOC Company, LLC
CM: Brownstone Consultants, LLC
Notice to Proceed: August 05, 2024
Contract Time: 480 calendar days
Time to Date: 91 calendar day (19%)
Contract Amount: \$47,601,706.75
Change Orders: \$0
Current Contract: \$47,601,706.75
Placed to Date: \$2,940,511.50 (6%)

Description: Construction of a twin span bridge which will provide 4 additional lanes for traffic.

Status:

- Award: June 17, 2024
- Pre-Con Mtg: July 22, 2024
- NTP: August 05, 2024.

Next Step: Construction is on-going.



Bent 122 – Crew used the drilling rig to reprocess the middle 60-inch drilled shaft foundation, placed slurry, and placed rebar in the drilled shaft (10/29/24)

Pharr-Reynosa International Bridge Expansion



Pharr
Engineering



CONSTRUCTION

Engineer: Garcia Infrastructure Consultants, LLC

Contractor: Mor-Wil, LLC

CM: City of Pharr

Notice to Proceed: September 16, 2024

Contract Time (MF): 450 calendar days (End
December 10, 2025)

Time to Date: 49 days (11%)

Contract Amount: \$6,749,668.03

Change Orders: \$0

Current Contract: \$6,749,668.03

Placed to Date: \$0 (0%)

Description: Elimination of three lift stations and
installation of gravity sanitary sewer lines in northwest and
central Pharr.

Status: The pre-construction meeting was held on
September 09, 2024.

Next Step: Pending the NTP from the TWBD.

Photo Not Available

*Northwest & Central Collection System Improvements and
Lift Station No. 1, 29 & 33 Elimination*
CONSTRUCTION



Pharr
Engineering



WE ARE

**TEAM
PHARR**



DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City of Pharr by providing economical, responsive and effective professional engineering and GIS services for the planning, construction, and preservation of public infrastructure and improvement of quality of life.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 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 - 10/31/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 30, 2024

MEETING DATE: November 4, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for October 21, 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 21, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 10/30/2024
Final Approval - 10/30/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 21, 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 21, 2024 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
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. Svcs. 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
Mayra Gomez, Purchasing Director
Ben Martinez, Assistant EMS Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Victor Perez, PEDC Director
Frank Nunez, Special Events Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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

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

Comm. Chavez was not present at the time of roll call but arrived at 4:03 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 21, 2024 AS AUDREY ZARIAH GARZA DAY.

Jonathan Flores, City Manager, introduced the item.

Mayor Hernandez expressed gratitude to Audrey for being active in the community and helping those in need.

Comm. Caballero read the proclamation proclaiming October 21, 2024 as Audrey Zariah Garza Day and presented proclamation to Audrey Z. Garza.

B) PROCLAMATION PROCLAIMING OCTOBER 24, 2024 AS MANUFACTURING DAY IN PHARR.

Jonathan Flores, City Manager, introduced the item.

Victor Perez, Pharr Economic Development Corporation Director, thanked the Commission for their support and introduced individuals present.

Mike Willis, Executive Director for South Texas National Manufacturing Association, expressed the importance of the manufacturing industry and the public education provided to the public and students.

Karina Lopez, Economic Development Manager, stated they were partnering-up with Pharr-San Juan- Alamo Independent School District and IDEA School District to promote career advancement in the manufacturing industry available to students.

Belinda Vargas, PSJA ISD Career & Technical Education Coordinator, thanked the Commission for their partnership with the school district and stated the district was having an EXPO for students to introduce them to jobs available in the manufacturing industry.

MINUTES: REGULAR CALLED MEETING
October 21, 2024

Comm. Pacheco read the proclamation proclaiming October 24, 2024 as Manufacturing Day in Pharr and presented proclamation to Pharr Economic Development Corporation staff and partners present.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

- 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. (DEVELOPMENT SERVICES)**

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

- A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR OCTOBER 2024.**

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 2.38% year to date true growth. He further stated Jamison Merrick, Finance Director, was in the audience and questions could be entertained at this time.

- B) RECOGNITION OF TEXAS MUNICIPAL LEAGUE - MUNICIPAL EXCELLENCE "SHE'S MY HERO" AWARD**

Jonathan Flores, City Manager, introduced the item and called upon Fire Chief Pilar Rodriguez.

Pilar Rodriguez, Fire Chief, stated they were proud to have received the Excellence Service Award for the "She's My Hero" program. He stated this was the third year sponsoring the program and stated this program was focused on recruiting young women in the hopes they would consider pursuing a career in the fire service. He further stated this entire program was ran by the twelve (12) females' firefighters in the department and it was geared on giving a real-life perspective of what it's like to be a female firefighter in the fire service.

- C) RECOGNITION OF GOLD SCENIC CITY CERTIFICATION**

MINUTES: REGULAR CALLED MEETING
October 21, 2024

Jonathan Flores, City Manager, introduced the item and called upon Development Services Director, Kimberly Mendoza.

Kimberly Mendoza, Development Service Director, introduced staff present and stated she was very proud to announce the City of Pharr's participation in the Scenic City Certification program which was an initiative of Scenic Texas. She stated they continue to be recognized for implementing high quality scenic standards for public roadways and open spaces and stated she was proud to announce the City of Pharr was a Gold recipient. She further stated they were recognized at the Scenic Texas Awards in Houston, Texas, which took place in October 2024.

D) 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 11th Annual Start of the Produce Season event, Avocado Festival, a wrap-up video on Fire Prevention Month and Rio Reforestation event.

Mari Caballero, Keep Pharr Beautiful Chairperson, extended a special thanks to the Commission from federal partners, U.S. Fish and Wildlife, for the continued support in this project. She also stated this event took place on fifteen acres in the South Pharr area and there was a total of 1,500 volunteers from all over the Rio Grande Valley who participated in this event.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported on the upcoming Pharr Police Department Trunk or Treat event taking place on October 31, 2024 at the Moore Sports Complex located at 1901 S. Cage Blvd. from 6:00 p.m. to 9:00 p.m. She further encouraged all families to attend this public event.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR OCTOBER 7, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY.**
- 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, REQUESTED 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, REQUESTED 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.**

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

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

Ordinance No. O-2024-34 is filed with the City Clerk's Office.

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

ITEM 11. CLOSED SESSION

The time being 4:43 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 6:07 p.m., Mayor Pro Tem Chavez stated the commission would be resuming the open meeting.

Mayor Hernandez left the meeting at this point of the agenda. The time being 5:54 p.m.

REGULAR AGENDA - OPEN SESSION

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item and recommended the reappointment of Jorge Gonzalez, Myla Anderson and Michael Pacheco as regular members to Tierra Del Sol Golf Course Advisory Board.

Comm. Medina **moved** to reappoint Jorge Gonzalez, Myla Anderson and Michael Pacheco as regular members to Tierra Del Sol Golf Course Advisory Board. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-58 is filed with the City Clerk's Office.

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-59 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

- A) PRESENTATION OF PRELIMINARY FINDINGS OF WATER AND WASTEWATER RATE STUDY. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (FINANCE)**

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

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

MINUTES: REGULAR CALLED MEETING
October 21, 2024

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Carrillo 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 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

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

- 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)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
October 21, 2024

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

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)

Jonathan Flores, City Manager, introduced the item.

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

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)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:11 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 21st 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

MINUTES: REGULAR CALLED MEETING

October 21, 2024

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 #: 5.B.

DATE SUBMITTED: October 28, 2024

MEETING DATE: November 4, 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. **(2nd Reading) This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This item is the 2nd 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
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/28/2024
Approved - 10/30/2024
Final Approval - 10/31/2024

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

MAYOR

ATTEST:

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

MAYOR

ATTEST:

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:

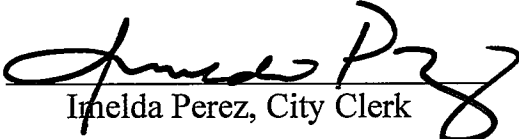
1. Monday, October 21, 2024, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

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).




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**



ATTEST:

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

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.

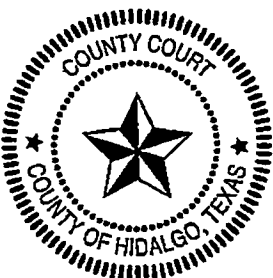
File Information:

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



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

Warranty Deed

Page 1

KVS Family Limited Partnership

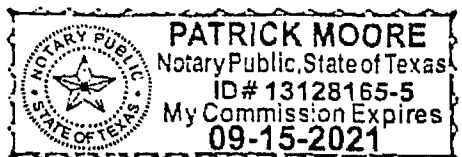
By: KVS Land Co., Inc., General Partner

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

(Acknowledgment)

State of Texas
County of Hidalgo

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



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PREPARED BY:

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

EXHIBIT A

Legal Description of the Property

TRACT A – PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT A - PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT A - PARCEL 3

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT B – PARCEL 1

DESCRIPTION, of a 3,532,149 square foot (81.087 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 47 through 55 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lots 3 and 4 of the Re-Subdivision of Closner Subdivision according to 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 to 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 to 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 328,398.69 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

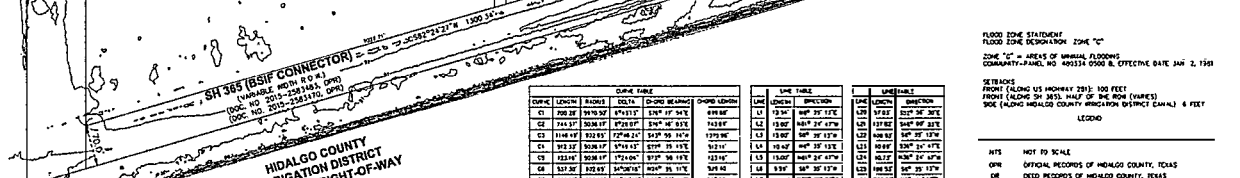
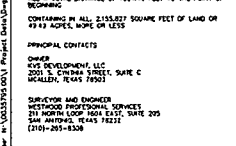
- Pharr City Limit
- HCSMA
- HCSMA_100Y

Scale: 1:1,250



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.

[illegible]

Westwood

Phone (210) 365-0300 211 N Loop 1804 E, Suite 209
Tel/Fax (888) 937-6150 San Antonio, TX 78232
www.westwood.com

Westwood Professional Services, Inc.
FURNITURE, CASES, DISPLAYS • FURNISHINGS • F-11776
PROJECT NUMBER: P0030524.00
DATE OF PURCHASE: 11-01-2013

COUNTY OF HIDALGO
STATE OF TEXAS

49.49 ACRE TRACT

PROJ. 39524.00
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 $06^{\circ} 43' 13''$, and a chord bearing and distance of $S 76^{\circ} 17' 54'' E$, 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, $S 72^{\circ} 25' 20'' E$, 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 $08^{\circ} 28' 07''$, and a chord bearing and distance of $S 76^{\circ} 16' 03'' E$, 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,

$S 81^{\circ} 04' 36'' E$, 76.08 feet to a $1/2''$ iron rod set with "WESTWOOD 6530" cap for an angle point,

$S 81^{\circ} 25' 19'' E$, 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

Westwood

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).



Ethan C. Oelke

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	Submitted petition for annexation.	
October 7, 2024	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 <u>October 8, 2024 for publication on October 9, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
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	





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 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☐
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

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

93, 94, 97 and 98,
95 & 96

PROPERTY INFORMATION

Property Address: E Military Hwy Hidalgo County, TX

Total Number of Acres: 49.49

1 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:

[illegible]

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

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

If the property 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 voluntarily petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 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)

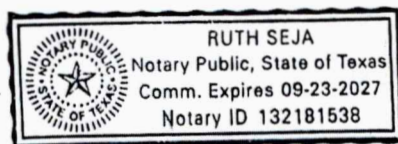
Print Name (Owner) K.V. Chowdary Signature (Owner) KVS. Chowdary
Print Name (Owner) _____ Signature (Owner) _____

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.



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.

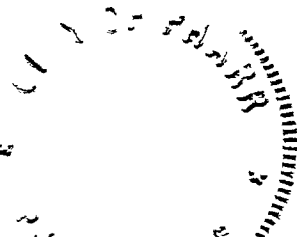
SECTION 6. PROPER NOTICE AND MEETING

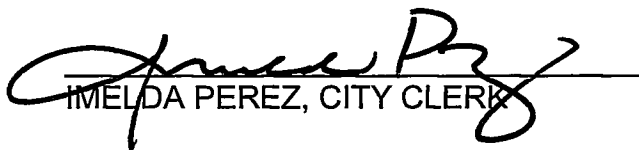
It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**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 herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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**

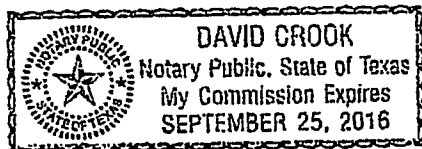
KVS. Chowdary

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

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;

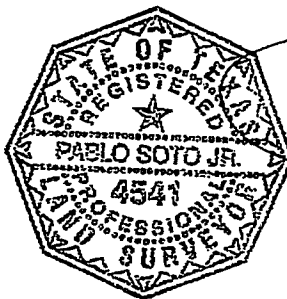
Commencing at a No. 4 rebar set (with a plastic cap stamped RGE) at the Southeast corner of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, North 08 degrees 31 minutes 55 seconds East, with the East line of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision, a distance of 845.23 feet to a No. 4 rebar set (with a plastic cap stamped RGE); **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.



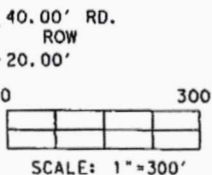
Pablo Soto, Jr.

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



RE-SUBDIVISION OF SAN JUAN PLANTATION SUBD

VOL. 3, PG. 52 M.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.

P.O.B. PARCEL 18
STA. 1301+90.21
50.00 FT L
N: 16558995.32
E: 1090640.39

BASIS OF BEARING

40.00' RD.
ROW

20.00'

S 05°22'21" E

36.85'

S 50°21'54" E

130.30'

S 08°31'55" W

109.49'

SOUTHERLY
SOUTHEAST CORNER

S 82°24'23" W

21.39'

N 50°15'35" W

134.83'

S 86°17'01" W

36.35'

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

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
- SET No. 4 REBAR
- SET No. 4 REBAR W/ CAP (RGEC)
- SET No. 5 REBAR W/ ALUM DISK
- SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

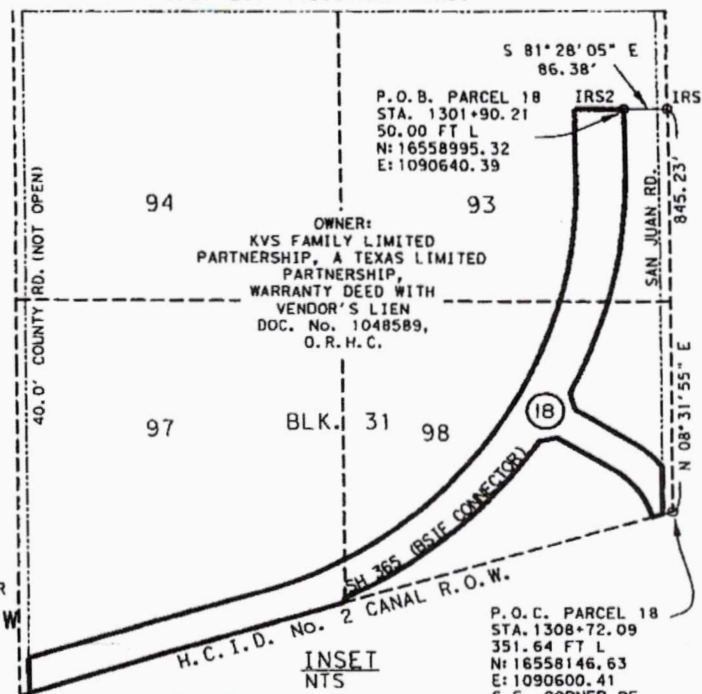
PABLO SOTO, JR. - R.P.L.S.

No. 4541 4/17/14 9/16/14

7/24/14

Date: 7/28/14 REV: 10/14/14

U.S. 281 (MILITARY ROAD)



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

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)

ROW ACQUISITION:
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 : SH365-SEG. 3	Sht. No: 4 of 4
Name : U.S. 281	

**** 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 hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

STG/ ~~SA~~ 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**

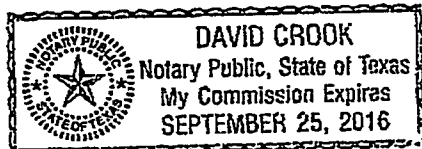
KVS - Chowdary

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

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

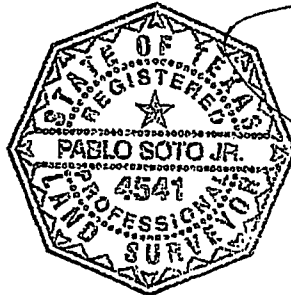
A 50,789.22 square feet of land out of a 572,022.34 square feet tract of land out of Lot 96 Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 572,022.34 square feet tract of land is vested 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;

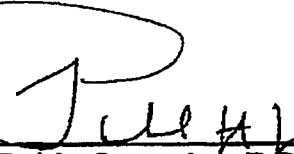
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the East line of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision, 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.




Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 4/17/14

Revised: 7/28/14

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

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

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

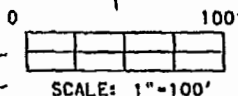
RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION VOL. 3, PG. 52, M.R.H.C. LOT 96-BLK. 32

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

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'
1320+0
BASIS OF
BEARING



19

SH 365 (SEGMENT 3)

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT OF WAY
EXISTING LEVEL

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

- NOTES:
- ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
 - 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 | ⊙ | WATER VALVES AND METERS |
| --- | EXIST. ROW LINES | ⊙ | SIGNS AND STOP SIGNS |
| --- | PARCEL BOUNDARY LINES | ⊙ | IRRIGATION STAND PIPE |
| --- | EXIST. EASEMENTS INSIDE PARCEL | ⊙ | IRRIGATION VALVE |
| --- | EXIST. EASEMENT OUTSIDE PARCEL | ⊙ | SANITARY SEWER MANHOLE |
| --- | COMMON OWNERSHIP LINES | ⊙ | CONC. STRUCTURES |
| --- | FENCE LINES | ⊙ | MONUMENTS |
| --- | EXIST. SWALE LINES | IRS | SET No. 4 REBAR |
| --- | EDGE OF PAVEMENT LINES | IRS1 | SET No. 4 REBAR W/ CAP (RGE) |
| --- | EDGE OF CALICHE ROAD | IRS2 | SET No. 5 REBAR W/ ALUM DISK |
| --- | EDGE OF DIRT ROAD | CPS | SET COTTON PICKER SPINDLE |
| --- | SANITARY SEWER LINES | P.O.B. | POINT OF BEGINNING |
| --- | FIBER OPTIC LINES | P.O.C. | POINT OF COMMENCEMENT |
| --- | OVER HEAD POWER LINES | ⊙ | POWER POLES & GUY WIRE |
| --- | CULVERTS & DRAINAGE LINES | 19 | PARCEL NUMBER |
| --- | WATER LINES | | |

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.

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.

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

R. Gutierrez
Engineering
Corporation

ROW ACQUISITION:
50,789.22 SQ. FT.



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

 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: SH365-SEG. 3	Sht. No: 3 of 3
Name: U.S. 281	

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 herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

STG/ ~~W~~ 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

Karl Obst
By: Karl Obst

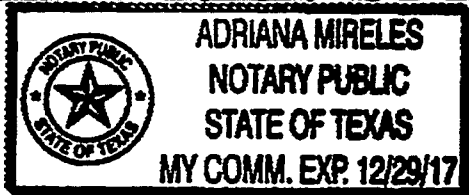
President
Title

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.



[Signature]
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

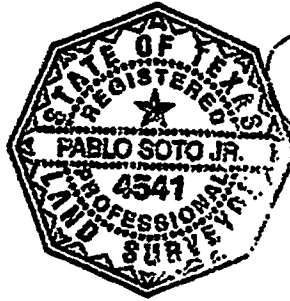
A 7,286.82 square feet of land out of a 165,616.33 square feet tract of land out of the Hidalgo County Irrigation District No. 2 Canal Right of Way, Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, 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;

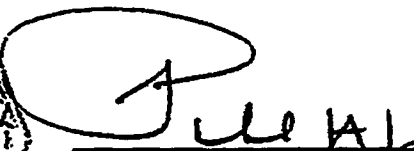
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the existing East Canal Right of Way line of the Hidalgo County Irrigation District 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.




Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 4/17/14

Revised: 7/28/14

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

RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION

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

BLOCK 32

LOT 96

LOT 8

RESUBDIVISION
OF CLOSER
SUBD.

VOL. 1, PG. 56A,
M.R.H.C.

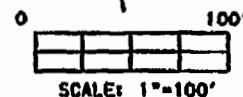
LOT 9

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

BASIS OF
BEARING

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

P.O.B. PARCEL 20
STA. 1328+17.54
29.15' FT R
N 16557935.93
E 1088489.93



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:

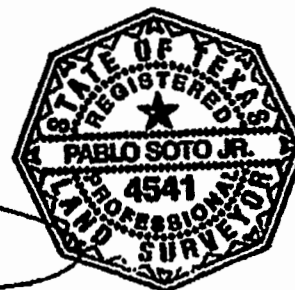
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON 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 (DEC)
- 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
- PARCEL NUMBER

(20)



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

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

U.S 281 (MILITARY RD.)

IRS1

P.O.C. PARCEL 20
STA. 1325+85.08
824.81 FT R
N 16558755.70
E 1088612.80
N.W. CORNER OF
LOT 96, BLOCK 32
RE-SUBDIVISION OF
SAN JUAN PLANTATION
SUBDIVISION
VOL. 03, PAGE 52,
M.R.H.C.

LOT 96
BLK. 32

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

P.O.B. PARCEL 20
STA. 1328+17.54
29.15' FT R
N 16557935.93
E 1088489.93

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

828.92'

S 08° 31' 26" W

IRS2

(20)

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

R. Gutierrez
Engineering
Corporation

ROW ACQUISITION:
7,286.82 SQ. FT.



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 : SH365-SEG. 3 Sht. No: 3 of 3
Name : U.S. 281

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 hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas**

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

SIERRA TITLE
STG/ 9M 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

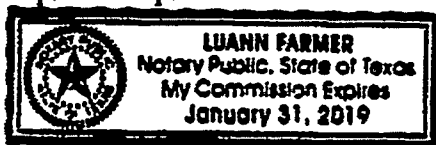
By: 3SID Corporation, its General Partner

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 3SID Corporation, a Texas corporation, General Partner of 9GS3GD, LP, a Texas limited partnership, on behalf of said partnership.



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

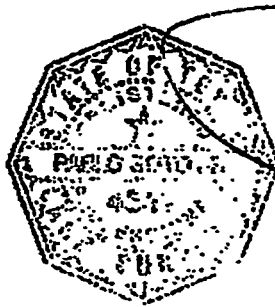
FIELD NOTES FOR PARCEL 21

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 RGECE) 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.
Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 04/17/14, 7/24/14, 7/28/14

Revised: 10/14/14

RESUBDIVISION OF CLOSER SUBDIVISION

VOL. 1, PG. 56A, M.R.H.C.

LOT 9

OWNER:
9653DG, L.P. A
LIMITED PARTNERSHIP
WARRANTY DEED WITH
VENDOR'S LIEN
DOC. No. 1398810,
O.R.H.C.

RE-SUBDIVISION OF
SAN JUAN
PLANTATION SUBD.
VOL. 3, PG. 52,
M.R.H.C. 28.0'

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

P.O.B. PARCEL 21
STA. 1329+29.13
3.80' FT R
N: 16557895.74
E: 1088382.79

IRS2

3.96'

1330.00

795.75'

1331.00

1332.00

1333.00

1334.00

1335.00

1336.00

1337.00

1338.00

1339.00

1340.00

1341.00

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Legend
 Pharr City Limit
 WETLAND
 WETLAND

Scale: 1:1,250
 0 50 100 200 300 400

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.

COUNTY OF HIDALGO
STATE OF TEXAS

6.487 ACRE TRACT
ROW ANNEXATION

PROJ. 0039524.00
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



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	Submitted petition for annexation.	
October 7, 2024	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 <u>October 8, 2024 for publication on October 9, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
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	





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 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☒
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☒

INSTRUCTIONS

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

PROPERTY INFORMATION

Property Address: 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:

[illegible]

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

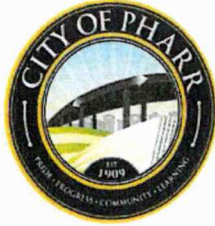
Phone No.: (956) 402-4762 Cell Phone No.: _____ Email: ruben.alfaro@hcrma.net

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) [Signature]

Print Name (Owner) _____ Signature (Owner) _____

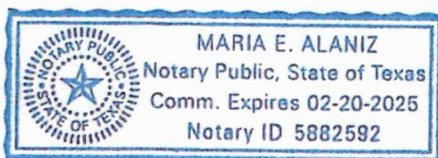
NOTARY ACKNOWLEDGEMENT

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, 2025.



NOTARY PUBLIC in and for the
STATE OF TEXAS

Maria Alaniz

Printed Name

My commission expires: 2/20/2025



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 #: 5.C.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/31/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 215, 216, 217, 218 and 219, Valle de la Primavera Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The physical address to the property is 6601 South Jackson Road. CUP#240922 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/29/2024
Approved - 10/30/2024
Final Approval - 10/31/2024



MEMORANDUM

DATE: MONDAY, NOVEMBER 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#240922 (7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 215, 216, 217, 218 and 219, Valle de la Primavera Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 6601 South Jackson Road.

ZONING: The property and properties to the south are currently zoned General Business District (C). The property to the north is zoned Heavy Commercial District (H-C). The property to the east is zoned Single-Family Residential District (R-1). The property to the west is outside city limits. The area is generally designated for commercial in the Land Use Plan.

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

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

NOTIFICATION OF PUBLIC: Thirty (30) surrounding property owners were notified of the request by letter on October 11, 2024, and a legal notice was published in The Advance News Journal on October 09, 2024. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.

3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation.

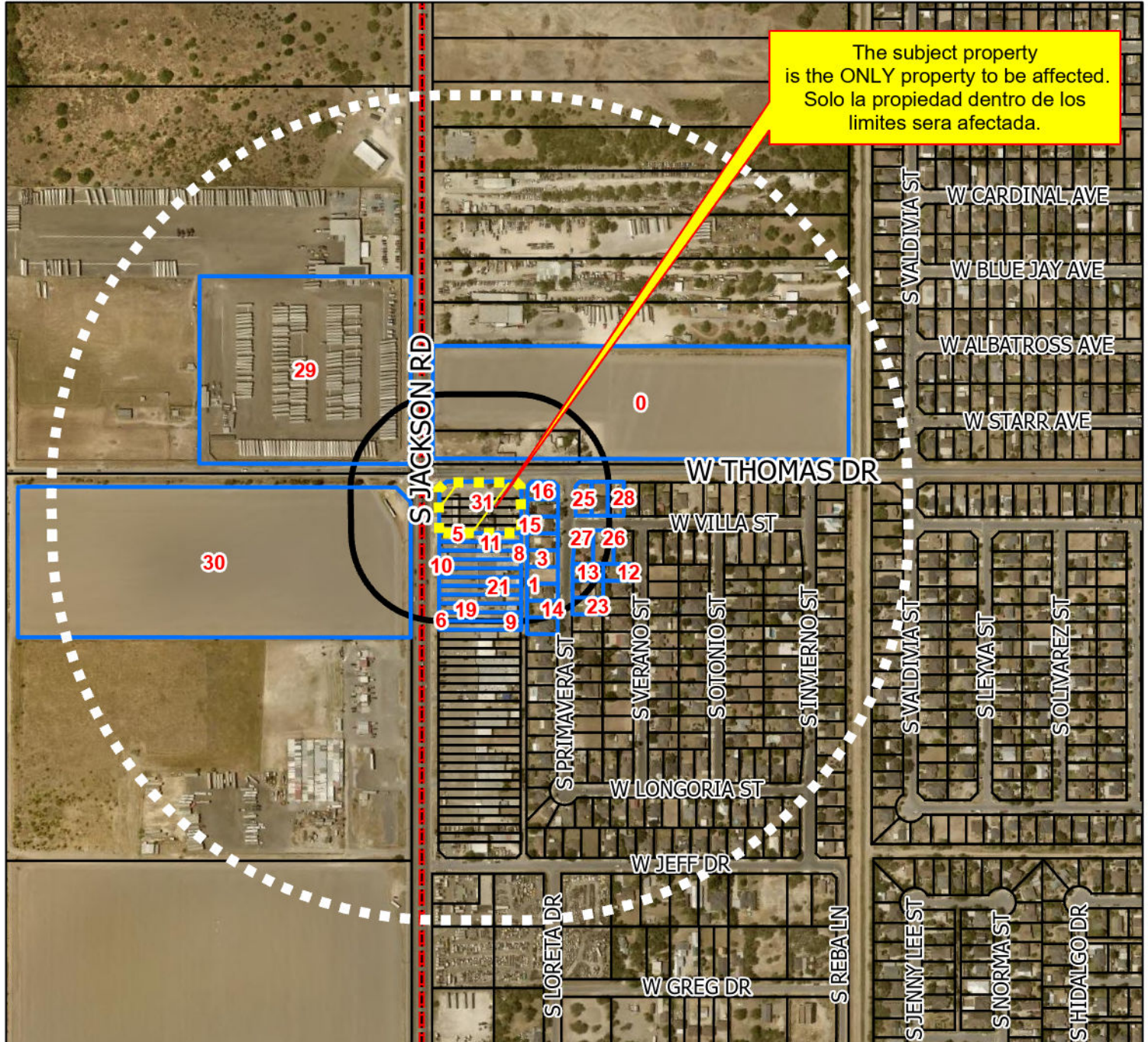
The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

CUP 240922
 Lots 215, 216, 217, 218 and 219,
 Valle de la Primavera Subdivision
 6601 S JACKSON
 TIMOTHY ILA0A/7-ELEVEN
 AERIAL



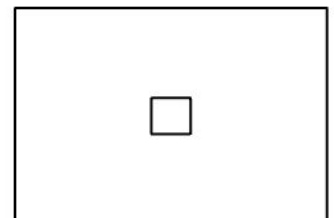
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The subject property
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

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

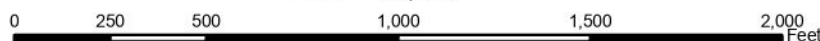
All information displayed on this map is subject
 to verification by field survey or by the agency
 responsible for maintaining the information.
 This map is intended for general information only.



City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 10/3/2024

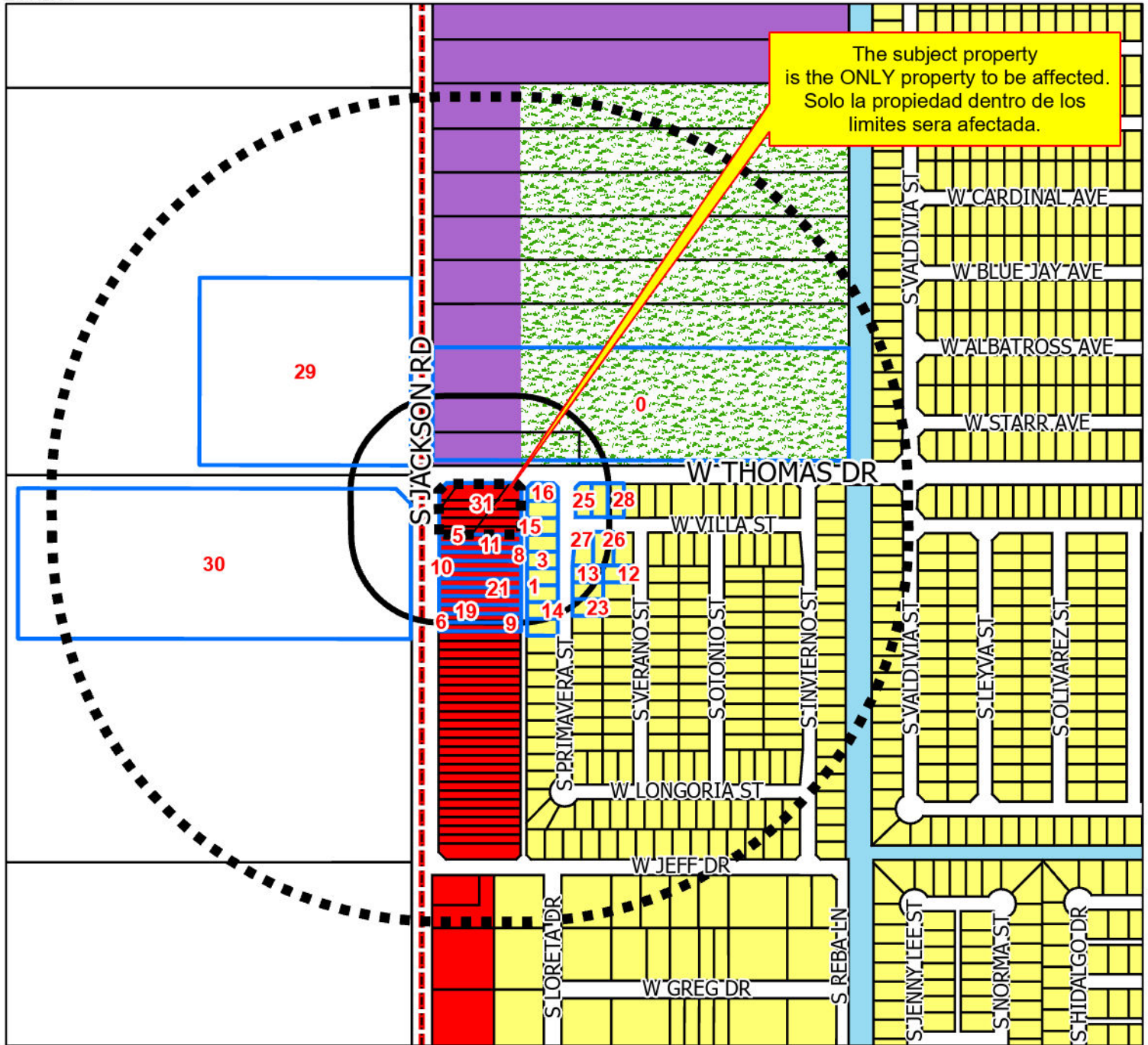
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CUP 240922
 Lots 215, 216, 217, 218 and 219,
 Valle de la Primavera Subdivision
 6601 S JACKSON
 TIMOTHY ILA0A/7-ELEVEN
 ZONING



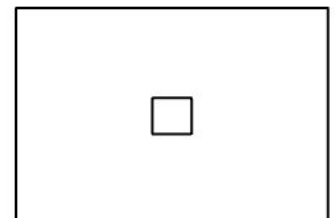
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- | | | |
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| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
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| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
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- Notified Properties
- 300 ft. Notification Buffer
- SUBJECT PROPERTIES
- QUARTER MILE RADIUS

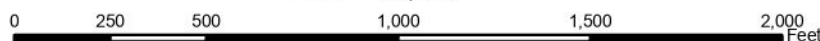
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City of Pharr, Texas
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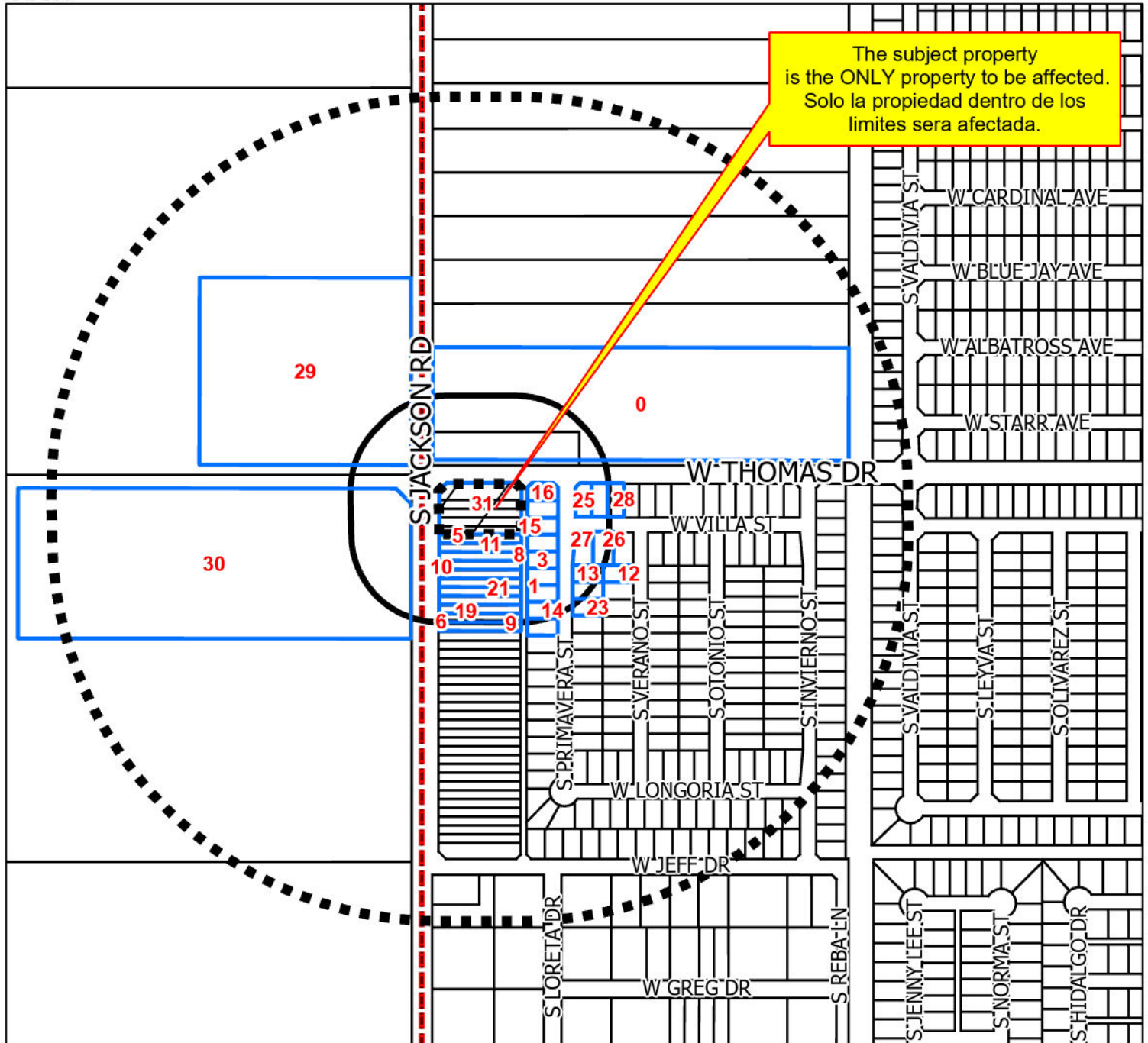
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CUP 240922
 Lots 215, 216, 217, 218 and 219,
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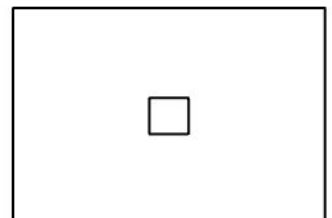
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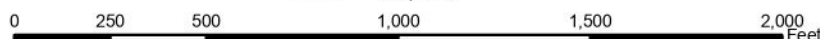
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City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 10/3/2024

Scale: 1:6,000



STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331490 - SCHEDULE A:

Lots 215, 216, 217, 218 and 219, VALLE DE LA PRIMAVERA SUBDIVISION, an addition to the City of Pharr, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 33, Page 132, Map Records, Hidalgo County, Texas.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331490 - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

a. CLERK'S FILE NO. 710424, OFFICIAL RECORDS, AND VOLUME 33, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS. (Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.) (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

c. Mineral and/or royalty grant and/or reservation in instrument(s) dated July 8, 1941, recorded in Volume 484, Page 442, Deed Records, and, dated May 3, 1955, recorded in Volume 829, Page 431, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

d. Mineral and/or royalty grant and/or reservation in instrument(s) dated March 8, 1950, recorded in Volume 683, Page 628, Deed Records, and, dated June 26, 1951, recorded in Volume 724, Page 591, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

e. Oil, Gas and Mineral Lease dated February 17, 1966, recorded in Volume 305, Page 746; dated October 21, 1975, recorded in Volume 355, Page 925; dated October 21, 1975, recorded in Volume 355, Page 928; and corrected in Volume 360, Page 375; dated October 21, 1975, recorded in Volume 355, Page 932; dated March 18, 1976, recorded in Volume 359, Page 209; all of the Oil and Gas Records of Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

f. Oil, Gas and Mineral Leases dated June 9, 2005, filed July 21, 2005, under Clerk's File No. 1498524 and amended under Clerk's File No. 1896337; dated February 17, 2009, filed March 4, 2009, under Clerk's File No. 1976646; dated February 17, 2009, filed March 4, 2009, under Clerk's File No. 1976647; dated January 28, 2009, filed March 4, 2009, under Clerk's File No. 1976652; dated February 3, 2009, filed March 4, 2009, under Clerk's File No. 1976661, dated February 17, 2009, filed April 26, 2009, under Clerk's File No. 1989215 and amended under Clerk's File No. 2016266, all filed in the office of the County Clerk of Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

g. Seismic-Lease Option Agreements dated June 17, 2002, filed for record on August 8, 2002 in the office of the County Clerk of Hidalgo County, Texas under Clerk's File No.'s 1109297 and 1109299. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

h. Easement and/or other rights, if any, as set forth in Warranty Deed dated August 1, 1914, recorded in Volume 44, Page 230, Deed Records of Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - BLANKET IN NATURE)

i. Right of Way Easement dated January 3, 1962, recorded in Volume 1029, Page 299, Deed Records, Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

j. Easement claimed by Hidalgo County Irrigation District No. 2 based on a Deed dated July 25, 1912, recorded in Volume 19, Page 297, Deed Records, Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

m. Minimum floor elevation; proposed setbacks as per zoning ordinance City of Pharr; ten foot (10') utility easement along the East side; ten foot (10') utility easement along the West side; twenty foot (20') existing easement along the West side; as per map or plat thereof recorded in Volume 33, Page 132, Map Records, Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

n. Minimum floor elevation; proposed setbacks as per zoning ordinance City of Pharr; ten foot (10') utility easement along the East side; ten foot (10') utility easement along the West side; twenty foot (20') existing easement along the West side; fifteen foot (15') utility easement along the North side; as per map or plat thereof recorded in Volume 33, Page 132, Map Records, Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

o. 10' utility easement recorded map and dedication of said subdivision recorded in Volume 33, Page 132. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

MISCELLANEOUS NOTES:

- There is direct access to the subject property via South Jackson Road, West Thomas Drive, and an Alley, all being public right-of-ways.
- With regard to Table A Item 11, an 811 utility locate request was made and markings found at the site, if any, have been noted. All underground utilities may not be shown and markings found at the site may not depict underground features accurately. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response.
- The posted address on site is 6601 South Jackson Road, Pharr, Texas.
- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, pump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown hereon is the same property described in Schedule A of Stewart Title Guaranty Company Title Commitment No. 17000331490 with an effective date of May 19, 2017.
- Table A Item 21(a): Appurtenant easements as referenced in Schedule B of the Title Commitment are plotted on the face of the survey (where plottable).
- The improvements shown hereon were not depicted from Rectified Orthophotography.
- All walls are plumb and do not extend over the boundary line.

BASIS OF BEARING:

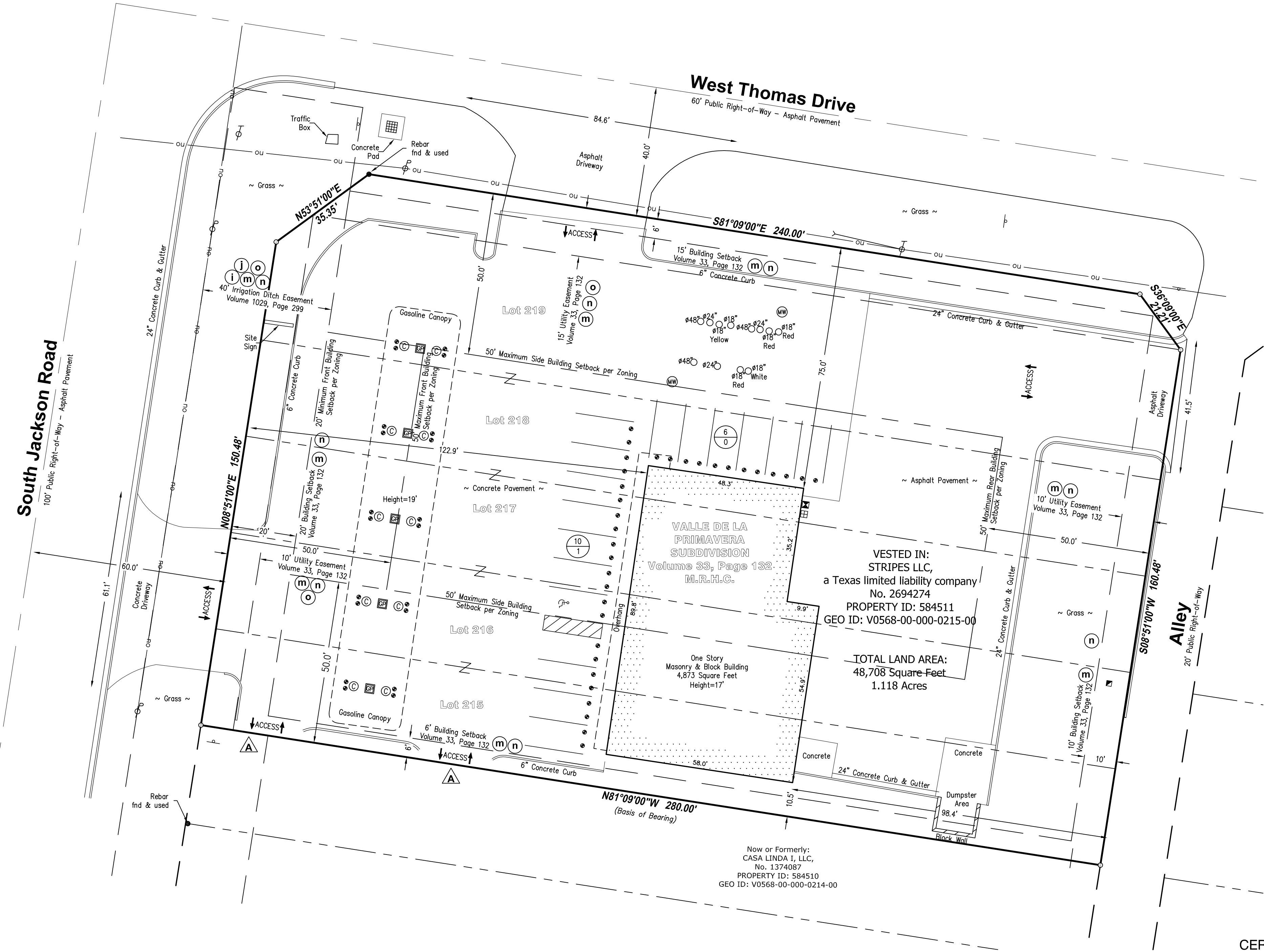
The basis for all bearings shown hereon is the south line of subject property, known as being N 81°09'00" W, per Volume 33, Page 132, Map Records, Hidalgo County, Texas.

SURVEYOR'S OBSERVATIONS:

There is access to the subject property from the southerly adjoining property without the benefit of an ingress, egress or access easement.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone B (Areas between the limits of the 100 and 500 year flood, or certain areas subject to 100 year flooding with average depths of less than 1 foot; or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood) according to the Flood Insurance Rate Map for the County of Hidalgo, State of Texas, Community Panel No. 4803340500B, Effective Date January 2, 1981.



ZONING:

Zoning Classification: C (General Business)
Current Use: Convenience Store/Gas Station
Permitted Use: Permitted by Right

Minimum Building Setbacks:
Front=20'; 50' Maximum
Side=50' Maximum
Rear=50' Maximum

Maximum Building Height: 36' or 4' for each 1' of setback from the closest property line
Parking: Commercial Uses
3 spaces for up to 300 SF of floor area, plus one space for each additional 300 SF of floor area
(3 spaces up to 300 SF) + (4,873 SF=300 SF=4,573 SF/300 SF x1)
18 Parking Spaces Required

This zoning information is taken from a zoning report compiled by Millman National Land Services under MZ #15816, dated July 22, 2017.

PARKING:

16 Parking Spaces
1 Handicapped Spaces
17 Total Parking Spaces

TOTAL LAND AREA:

48,708 Square Feet
1.118 Acres

UTILITY INFORMATION	
SANITARY City of Pharr Waste Water (956) 402-4301	ELECTRIC Magic Valley Electric (866) 225-5683
STORM City of Pharr Stormwater (956) 402-4310	TELEPHONE Spectrum (855) 433-5309
WATER City of Pharr (956) 787-2703	CABLE T.V. Spectrum (855) 433-5309
GAS Texas Gas Service (800) 700-2443	FIBEROPTIC Spectrum (855) 433-5309



CERTIFICATION:

To: 7-Eleven, Inc., a Texas corporation, its successors and assigns;
Sunoco LP, a Texas Limited Partnership, its successors and assigns;
Stripes LLC, its successors and assigns; and Stewart Title Guaranty Company,
its successors and assigns as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 (except in States that require record monument platting), 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 15, 16, 17, 20 and 21(a) of Table A thereof. The field work was completed on July 9, 2017.

Date of Plot or Map: July 11, 2017.

By: Leo S. Bond
Leo Bond, RPLS
Texas Registered Professional Land Surveyor No. 5793
For and on behalf of Millman Surveying, Inc.

REVISION HISTORY		
BY:	DATE:	COMMENT:
FG	10/03/2017	REVISED TITLE, CLIENT COMMENTS & ZONING
FG	10/03/2017	UTILITY INFORMATION
FG	10/11/2017	REVISED ZONING
SHS	01/25/2018	CERTIFICATION



SYMBOL LEGEND	
R/W	Right-of-Way
P/L	Adjoiner Property Line
C/L	Centerline
A	Surveyor's Observation
•	Monumentation Found as Noted
○	5/8" Iron Pin w/Cap Set
Stamp	Stamped "MILLMAN 3303420723"
X	No. of Regular Parking Spaces
Y	No. of Handicap Parking Spaces
Grid	Catch Basin
Telephone	Telephone Pedestal
Well	Monitoring Well
Post	Bollard Post
Space	Handicap Space
Sign	Sign
Meter	Electric Meter
Box	Electric Box
Pole	Traffic Pole
Pole	Utility Pole
Wire	Guy Wire
Pump	Gas Pump
Post	Canopy Support Post
Utilities	Overhead Utilities
Wall	Wall (As Noted)
Concrete	Concrete Area
No Parking	No Parking Area
Building	Building Area

millman
National Land Services

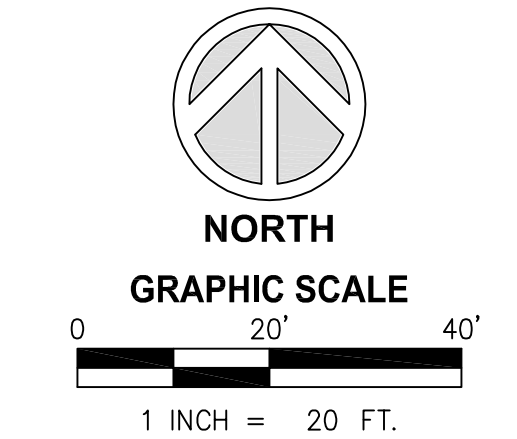
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

ALTA/NSPS LAND TITLE
SURVEY PREPARED FOR:

7-ELEVEN, INC.

3200 Hackberry Road
Irving, Texas 75063

7-Eleven #40670
Sunoco #926
6601 South Jackson Road
City of Pharr
County of Hidalgo
State of Texas



Surveyor's Seal

Sheet No. 1 of 1

MSI Project No. 40793
PC: CLA
PM: EPS Drafter: JLO



Pharr
Development Services



Site Photo

6601 South Jackson Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lot 1B, Map of Lots 1A and 1B, Nolana Square, an addition to the City of Pharr, Hidalgo County, Texas. The physical address of the property is 100 West Nolana Loop. CUP#240923 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/29/2024
Approved - 10/30/2024
Final Approval - 10/31/2024



MEMORANDUM

DATE: MONDAY, NOVEMBER 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#240923 (7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being Lot 1B, Map of Lots 1A and 1B, Nolana Square, an addition to the City of Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 100 West Nolana Loop.

ZONING: The property and properties to the east are currently zoned Limited Industrial District (L-I). The properties to the north, south and west are zoned General Business District (C). The area is generally designated for commercial in the Land Use Plan.

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

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

NOTIFICATION OF PUBLIC: Ten (10) surrounding property owners were notified of the request by letter on October 11, 2024, and a legal notice was published in The Advance News Journal on October 09, 2024. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommended approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to the applicant and site being in compliance with all City Ordinances and City Department requirements.

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form

of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development,

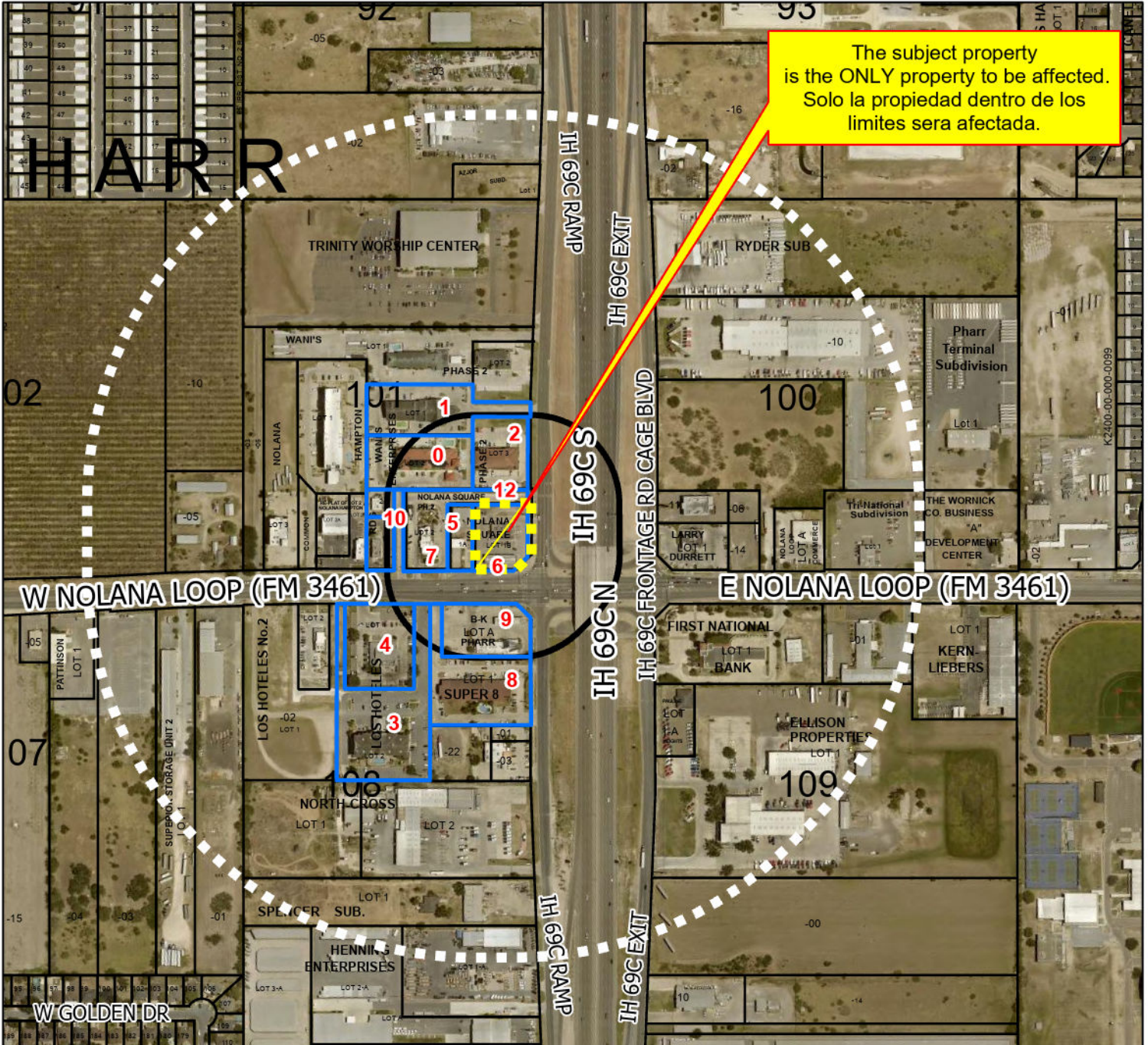
must be adjacent to or abutting a minor arterial street or a street of larger classification.

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

CUP 240923
 100 W NOLANA LOOP
 LOT 1B, MAP OF LOTS 1A AND 1B, NOLANA SQUARE
 TIMOTHY ILAOA/ 7-ELEVEN
 AERIAL



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240923 LOT 1B, MAP OF LOTS 1A AND 1B, NOLANA SQUARE 7-ELEVEN\aprx00_BASE Project File.aprx



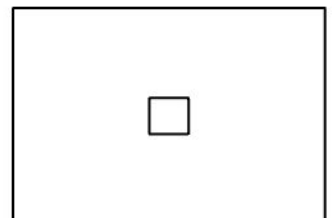
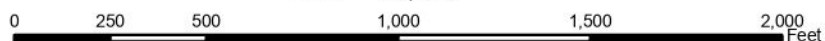
- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned | Office Professional | 300 ft. Notification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

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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 10/3/2024

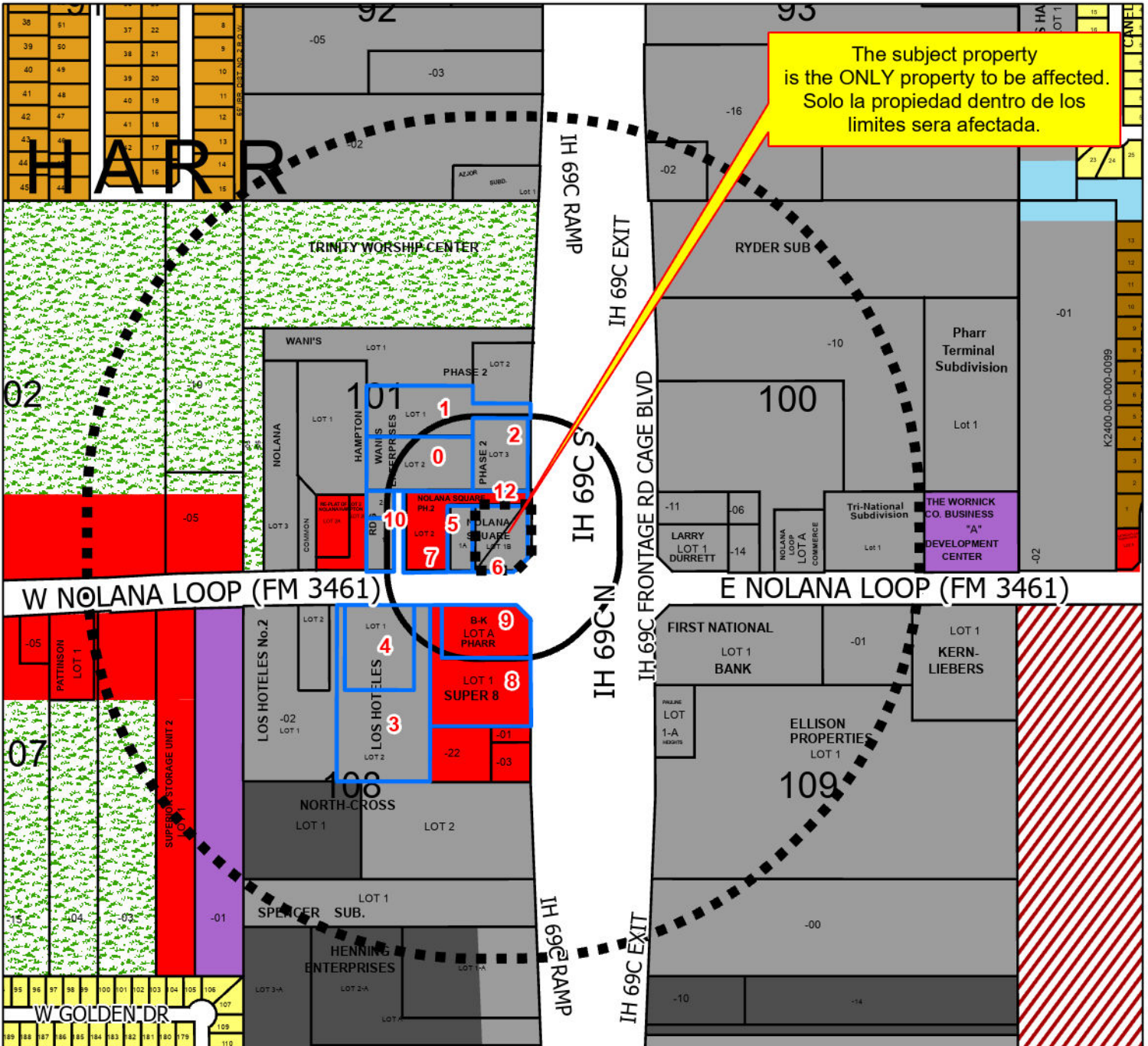
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CUP 240923
 100 W NOLANA LOOP
 LOT 1B, MAP OF LOTS 1A AND 1B, NOLANA SQUARE
 TIMOTHY ILA0A/ 7-ELEVEN
 ZONING



Pharr
 Engineering



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

- Rail Road R.O.W
- Government Owned
- General Business
- Business District
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- Hidalgo ISD
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- Planned Unit Development

- Notified Properties
- 300 ft. Notification Buffer
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- QUARTER MILE RADIUS

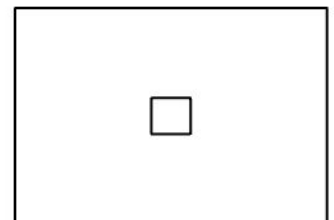
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City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 10/3/2024

Scale: 1:6,000

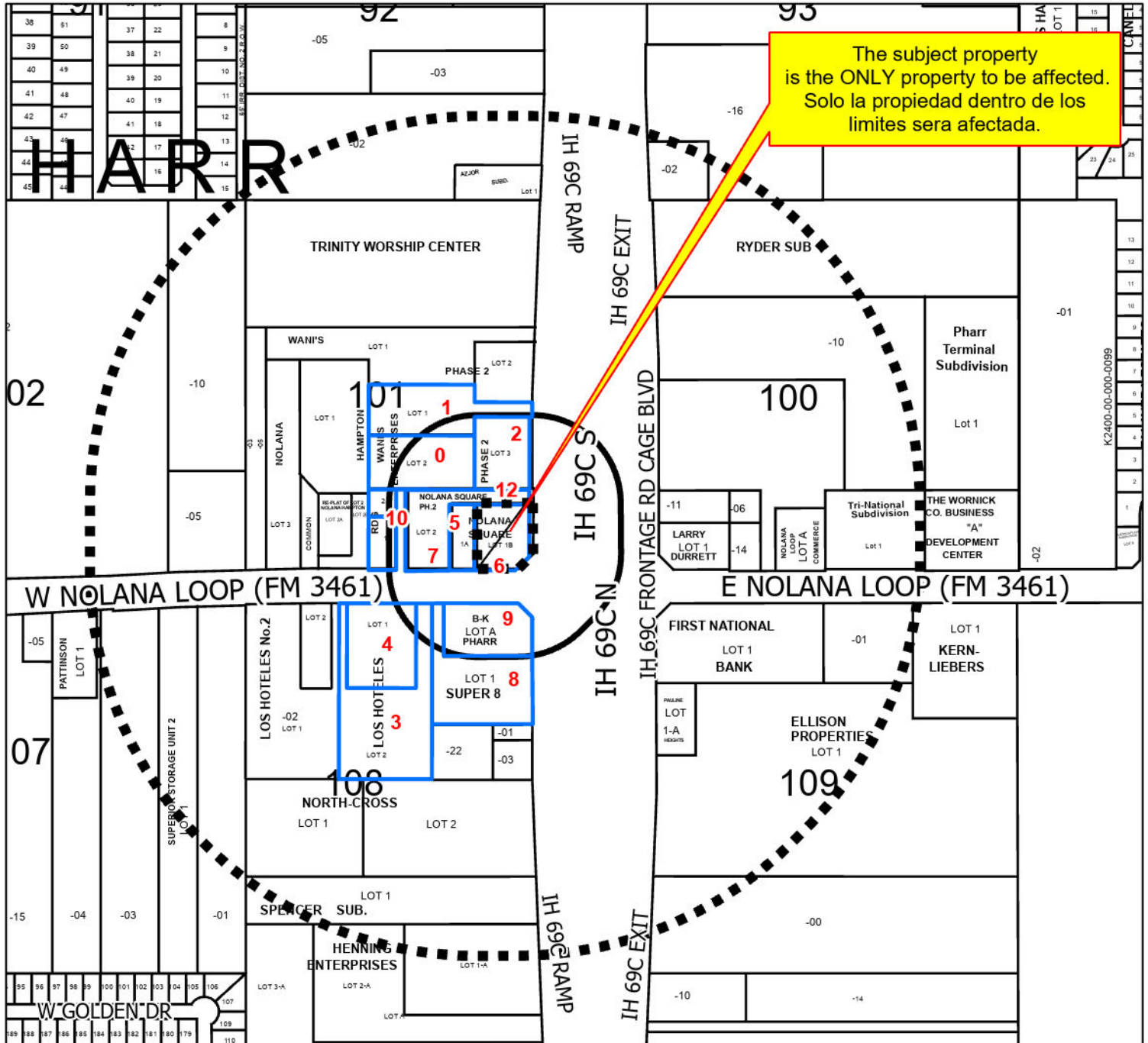
0 250 500 1,000 1,500 2,000 Feet



CUP 240923
 100 W NOLANA LOOP
 LOT 1B, MAP OF LOTS 1A AND 1B, NOLANA SQUARE
 TIMOTHY ILAOA/ 7-ELEVEN
 RADIUS



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240923 LOT 1B, MAP OF LOTS 1A AND 1B, NOLANA SQUARE 7-ELEVEN\aprx00_BASE Project File.aprx



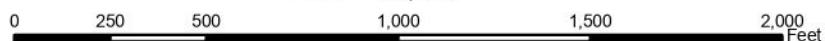
The subject property
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

- | | | | |
|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned | Office Professional | 300 ft. Notification Buffer |
| Single Family Small Lot | General Business | PSJA ISD | SUBJECT PROPERTY |
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| Residential Multi-Family High Density | Drainage Easement | Valley View ISD | |
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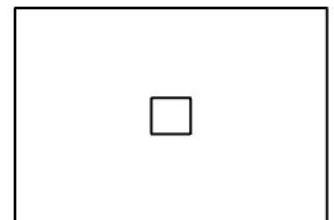
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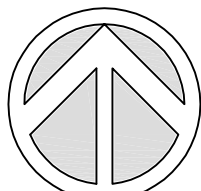
City of Pharr, Texas
 Engineering Department
 956.402.4242

Scale: 1:6,000



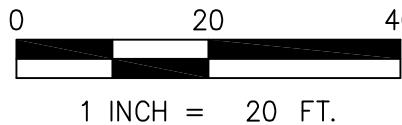
Date: 10/3/2024





NORTH

GRAPHIC SCALE



Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. 40788
PC: CLA
PM: SHS Drafter: JLO

STEWART TITLE GUARANTY COMPANY
FILE NO. 17000331479 - SCHEDULE A:

Lot 1B, Map of Lots 1A and 1B, NOLANA SQUARE, an addition to the City of Pharr, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 30, Page 116-B, Map Records, Hidalgo County, Texas.

STEWART TITLE GUARANTY COMPANY
FILE NO. 17000331479 - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

b. Mineral and/or royalty grant and/or reservation in instrument(s) dated December 4, 1970, recorded in Volume 1273, Page 191, Deed Records, and dated September 8, 1971, recorded in Volume 1296, Page 623, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
(NOT A SURVEY RELATED MATTER)

d. Non-drilling provisions and/or other rights and/or obligations, if any, as set forth in Deed dated September 8, 1971, recorded in Volume 1296, Page 623, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
(MAY AFFECT THE SUBJECT PROPERTY - UNABLE TO DETERMINE FROM RECORDED DOCUMENT)

f. Utility Easement dated August 29, 1989, recorded in Volume 2824, Page 507, Official Records, Hidalgo County, Texas.
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

h. Ten foot (10') utility easement along the North side; and fifteen foot (15') utility easement along the South and East sides of said Lot; as per map or plat recorded in Volume 30, Page 116-B, Map Records, Hidalgo County, Texas.
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

MISCELLANEOUS NOTES:

- There is direct access to the subject property via West Nolana Loop & North Cage Boulevard, both public right-of-way.
- With regard to Table A Item 11, an 811 utility locate request was made and markings found at the site, if any, have been noted. All underground utilities may not be shown and markings found at the site may not depict underground features accurately. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response.
- The posted address on site is 100 West Nolana Loop, Pharr, Texas.
- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown hereon is the same property described in Schedule A of Stewart Title Guaranty Company File No. 17000331479 with an effective date of May 18, 2017.
- Table A Item 21(a): Appurtenant easements as referenced in Schedule B of the Title Commitment are plotted on the face of the survey (where plottable).
- The improvements shown hereon were not depicted from Rectified Orthophotography.
- All walls are plumb and do not extend over the boundary line.

BASIS OF BEARING:

The basis for all bearings shown hereon is Geodetic North based on GPS static session.

SURVEYOR'S OBSERVATIONS:

At the time of this survey, there was no visible evidence of encroachments or violations.

PARKING:

14 Parking Spaces
1 Handicapped Spaces
15 Total Parking Spaces

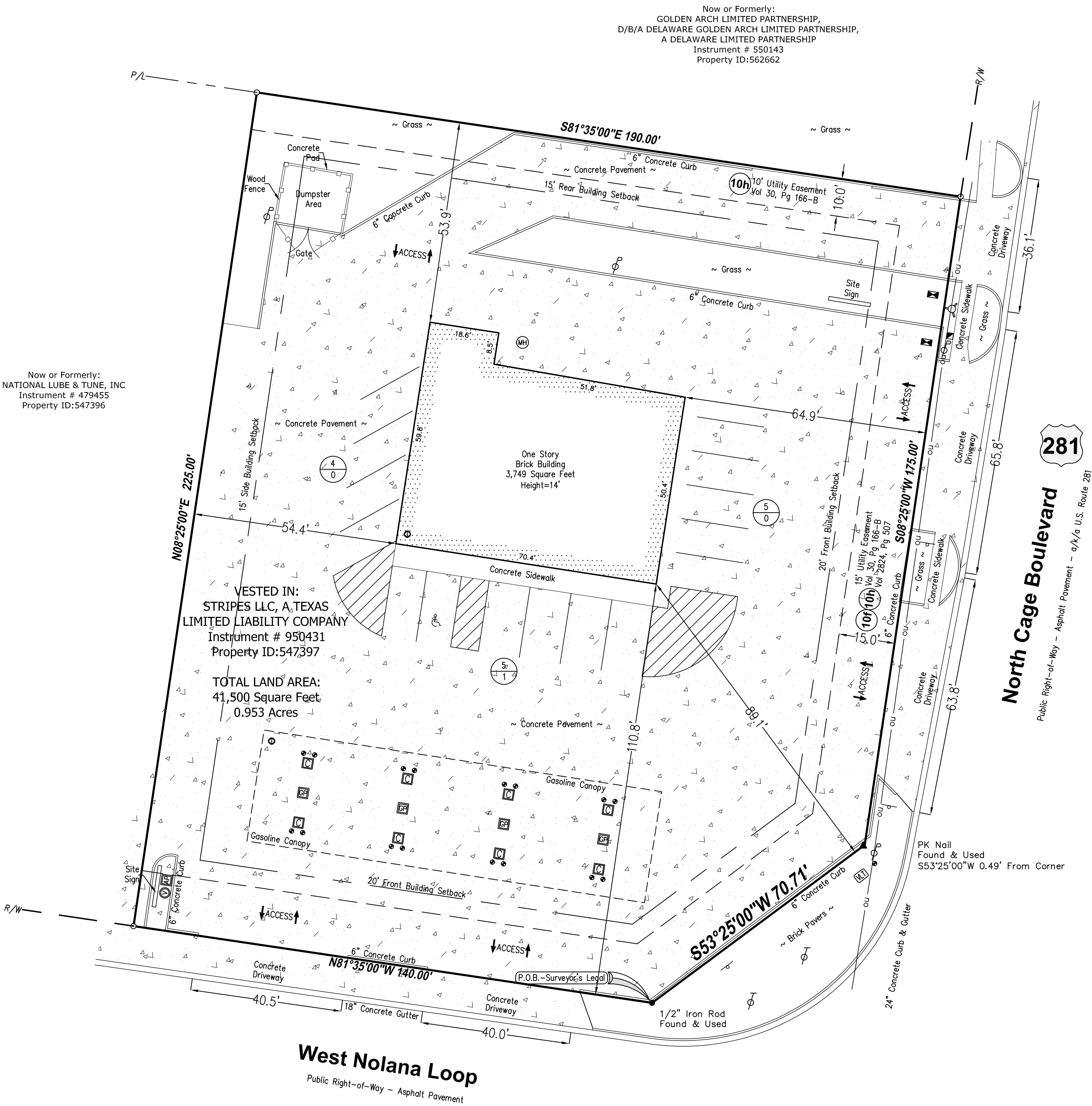
TOTAL LAND AREA:

41,500 Square Feet
0.953 Acres

SURVEYOR'S LEGAL DESCRIPTION:

Lot 1B, Map of Lots 1A and 1B, NOLANA SQUARE, an addition to the City of Pharr, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 30, Page 116-B, Map Records, Hidalgo County, Texas, being more particularly described as follows:

Beginning at a 1/2" Iron Rod on the Northerly right-of-way of West Nolana Loop, thence N81°35'00" W a distance of 140.00 feet along the Northerly right-of-way of West Nolana Loop to a point, thence N08°25'00" E a distance of 225.00 feet to a point, thence S81°35'00" E a distance of 190.00 feet to a point on the Westerly right-of-way of North Cage Boulevard, aka U.S. Route 281, thence S08°25'00" W a distance of 175.00 feet along the Westerly right-of-way of North Cage Boulevard, aka U.S. Route 281 to a point, thence S53°25'00" W, through a PK Nail, which nail is S53°25'00" W a distance of 0.49 feet from said point, a distance of 70.71 feet to the point of beginning.



Now or Formerly:
GOLDEN ARCH LIMITED PARTNERSHIP,
D/B/A DELAWARE GOLDEN ARCH LIMITED PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP
Instrument # 550143
Property ID:562662

Now or Formerly:
NATIONAL LUBE & TUNE, INC
Instrument # 479455
Property ID:547396

VESTED IN:
STRIPES LLC, A TEXAS
LIMITED LIABILITY COMPANY
Instrument # 950431
Property ID:547397

TOTAL LAND AREA:
41,500 Square Feet
0.953 Acres

ZONING:

Zoning Classification: (U) Limited Industrial
Permitted Use: Permitted by right
Building Setbacks:
Front= 20 feet or equal to one-third the street right of way width on which the property fronts
Side= 15 feet
Rear= 15 feet
Maximum Building Height: 36 feet, or four feet for each one foot of setback from the closest property line, whichever is greater
Parking Ratio: 14 required spaces (3 spaces up to 300 SF) plus (3,749 SF - 300 SF = 3,449 SF / 300 SF x 1)
Commercial uses - 3 spaces for up to 300 SF of floor area, plus one space for each additional 300 SF of floor area.

This zoning information is taken from a zoning report compiled by Millman National Land Services under MZ No. 15811, dated September 14, 2017.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone B (Areas between the limits of the 100 and 500 year flood; or certain areas subject to 100 year flooding with average depths of less than 1 foot; or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood) according to the Flood Insurance Rate Map for the County of Hidalgo, State of Texas, Community Panel No. 4803470005C, Effective Date October 19, 1982.



Pharr
Development Services



Site Photo

100 West Nolana Loop





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven, Inc. has submitted a request to the Planning and Zoning Commission for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as Lots 1 & 2, Beamsley Subdivision, an addition to the City of Pharr, Hidalgo County, Texas. The physical address of the property is 1407 West Nolana Loop. CUP#240924 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/29/2024
Approved - 10/30/2024
Final Approval - 10/31/2024



MEMORANDUM

DATE: MONDAY, NOVEMBER 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC - FILE NO. CUP#240924 (7-ELEVEN CONVENIENCE STORE'S AND STRIPES STORES)
--

GENERAL INFORMATION:

APPLICANT: 7-Eleven INC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 1 & 2, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1407 West Nolana Loop.

ZONING: The property and properties to the north, east and south are currently zoned General Business District (C). The property to the southeast is zoned Residential Multifamily High Density District (R-MFHD). The property to the west is outside city limits. The area is generally designated for commercial in the Land Use Plan.

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

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

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

NOTIFICATION OF PUBLIC: Ten (10) surrounding property owners were notified of the request by letter on October 11, 2024, and a legal notice was published in The Advance News Journal on October 09, 2024. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: At the Planning and Zoning Commission meeting of October 28, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 6 members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.
3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form

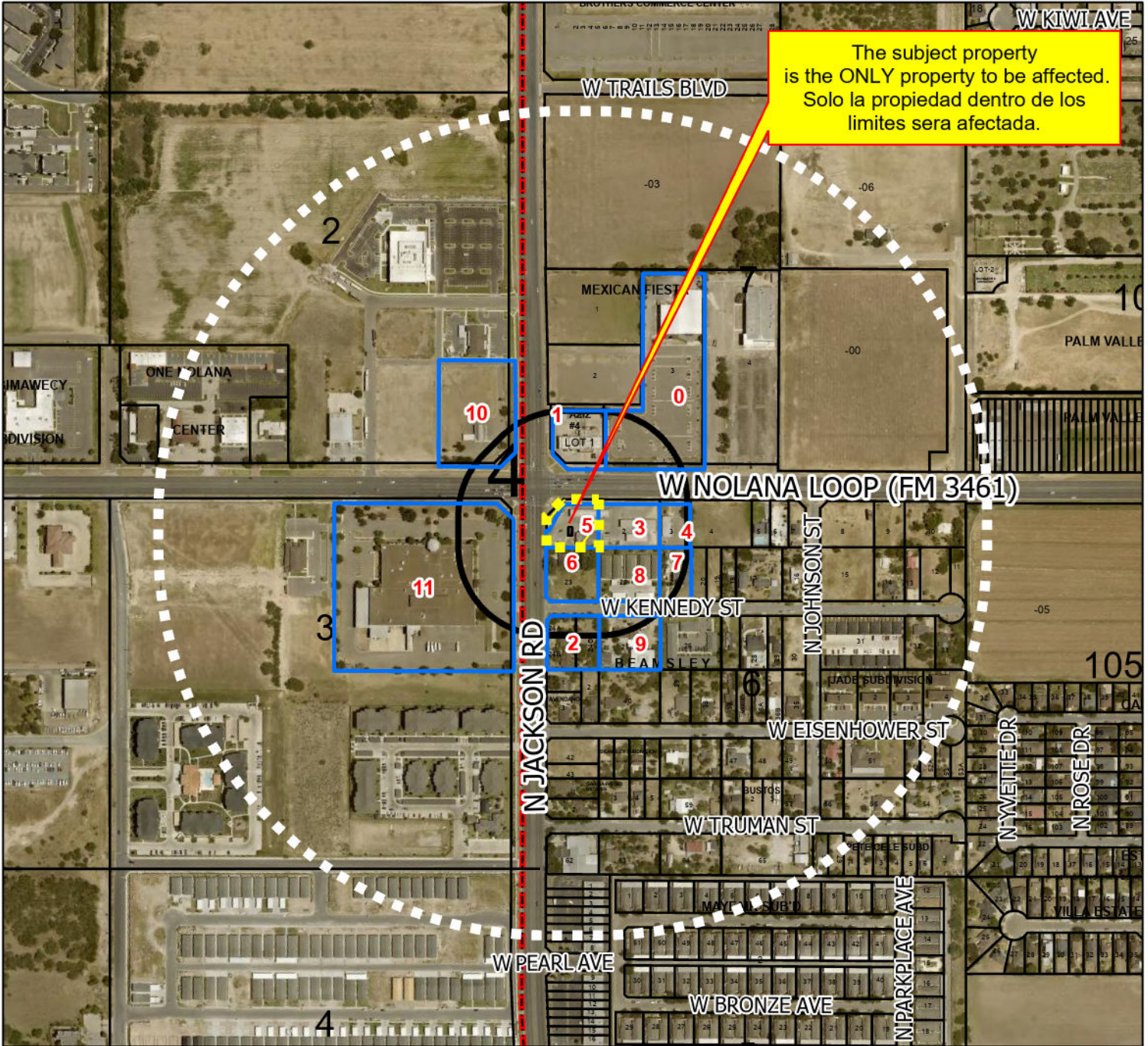
of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.

4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation. The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger

classification. **The proposed property measures approximately 700 feet to the nearest residential use.*

7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

CUP 240924
1407 W NOLANA LOOP
7-ELEVEN TIMOTHY ILAOA
AERIAL



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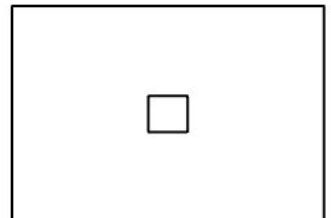
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|---------------------------------------|--------------------|--------------------------|-----------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial | Notified Properties |
| Single Family | Government Owned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

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

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/3/2024

Scale: 1:6,000





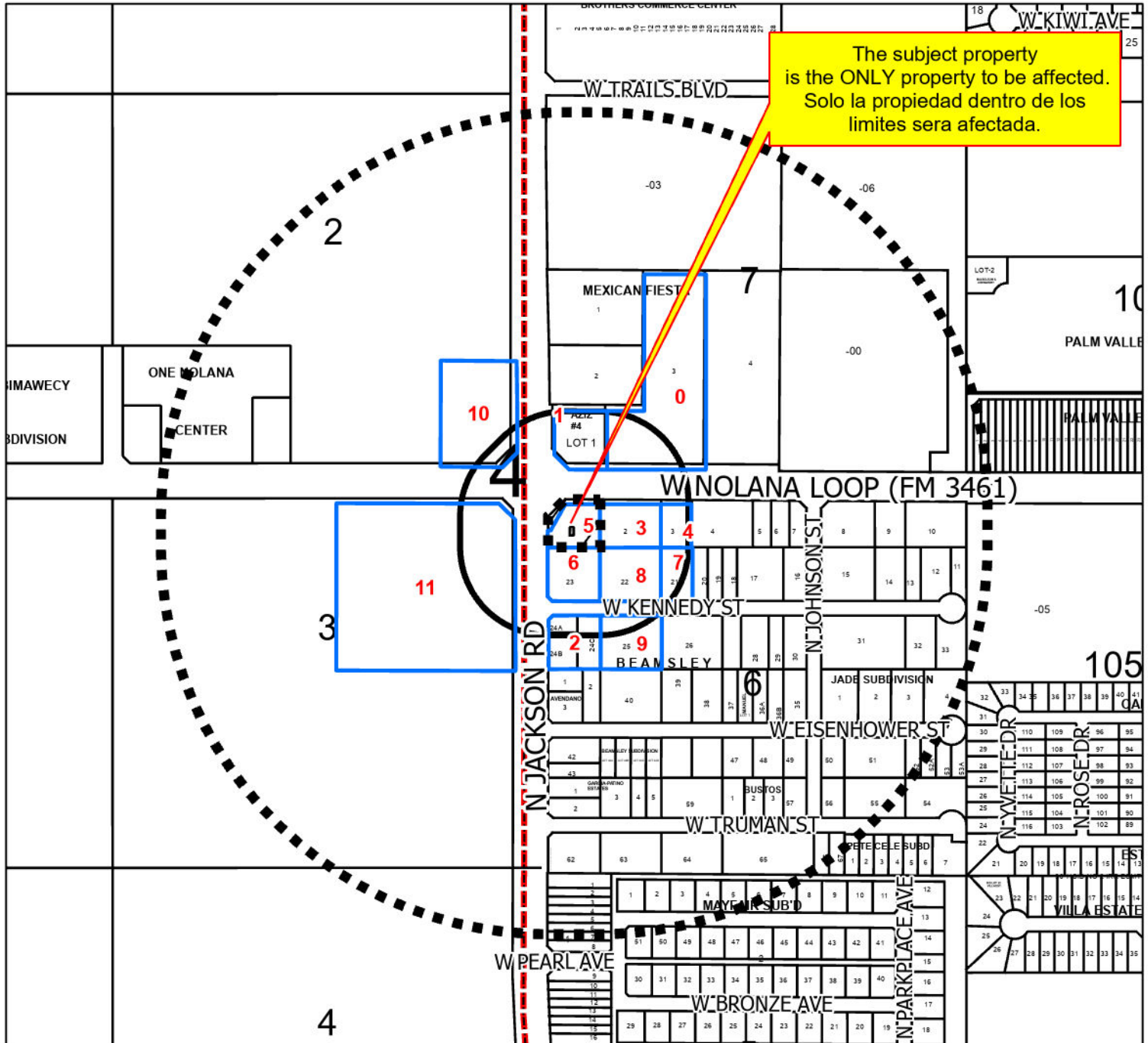
- All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

A horizontal scale bar with markings at 0, 250, 500, 1,000, 1,500, and 2,000 feet.

CUP 240924
1407 W NOLANA LOOP
7-ELEVEN TIMOTHY ILAOA
RADIUS



G:\City of Pharr\GIS\Projects\1-Planning\PRO Conditional Use Permits\CUP 240924 1407 W NOLANA LOOP 7-11\aprx\00_BASE Project File.aprx



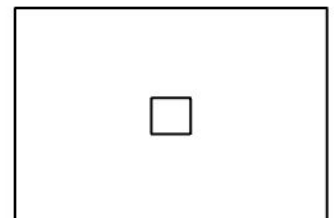
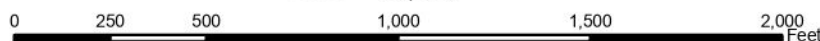
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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/3/2024

Scale: 1:6,000



STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331374 - SCHEDULE A:

Leasehold Estate created in that certain Lease Agreement as evidenced by a Memorandum of Lease dated December 18, 2007, by and between NATIONAL RETAIL PROPERTIES, LP, A DELAWARE LIMITED PARTNERSHIP, and STRIPES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, recorded under Clerk's File No. 1838016, Official Records, Hidalgo County, Texas in and to the following described real property:

A tract containing 1.239 acres (53,978 square feet), situated in the City of Pharr, Hidalgo County, Texas, being all of Lots One (1) and Two (2), BEAMSLEY SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 33, Page 46, Map Records, Hidalgo County, Texas.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 17000331374 - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

c. Mineral and/or royalty grant and/or reservation in instrument(s) dated July 23, 1970, recorded in Volume 1288, Page 431, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (Lot 1) (AFFECTS THE SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

d. Mineral and/or royalty grant and/or reservation in instrument dated November 18, 1971, recorded in Volume 1304, Page 740, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (Lot 2) (AFFECTS THE SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

e. Oil, Gas and Mineral Lease dated December 4, 1958, recorded in Volume 222, Page 205, Oil and Gas Records, Hidalgo County, Texas and unitized in instrument dated March 1, 1959, recorded in Volume 226, Page 368, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

f. Oil, Gas and Mineral Lease(s) dated May 18, 1981, recorded in Volume 407, Page 1, Oil and Gas Records, dated June 7, 1983, recorded in Volume 1862, Page 875, Official Records, and dated February 17, 1988, recorded in Volume 2573, Page 641, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s). (AFFECTS THE SUBJECT PROPERTY - CONTAINS NO PLOTTABLE ITEMS)

g. Easement and Right of Way dated March 19, 1957, recorded in Volume 887, Page 275, Deed Records, Hidalgo County, Texas. (MAY AFFECT THE SUBJECT PROPERTY - INTERNALLY REFERENCED DOCUMENT NOT PROVIDED)

k. 10' irrigation easement and 20' utility easement as shown on map or plat recorded in Volume 33, Page 46, Map Records, Hidalgo County, Texas. (AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

MISCELLANEOUS NOTES:

- There is direct access to the subject property via West Nolana Loop and North Jackson Road, both being public right-of-ways which abut and are contiguous with the subject property.
- With regard to Table A Item 11, an 811 utility locate request was made and markings found at the site, if any, have been noted. All underground utilities may not be shown and markings found at the site may not depict underground features accurately. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response.
- The posted address on site is 1407 West Nolana, Pharr, Texas.
- At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown hereon is the same property described in Schedule A of Stewart Title Guaranty Company Title Commitment No. 17000331374 with an effective date of May 15, 2017.
- Table A Item 21(a): Appurtenant easements as referenced in Schedule B of the Title Commitment are plotted on the face of the survey (where plottable).
- The improvements shown hereon were not depicted from Rectified Orthophotography.
- All walls are plumb and do not extend over the boundary line.

BASIS OF BEARING:

The basis for all bearings shown hereon is the Southerly right-of-way line of West Nolana Loop, known as being S81°21'36"E, per this survey.

SURVEYOR'S OBSERVATIONS:

At the time of this survey, there was no visible evidence of encroachments or violations.

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone B (Areas between the limits of the 100 and 500 year flood; or certain areas subject to 100 year flooding with average depths of less than 1 foot; or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood) according to the Flood Insurance Rate Map for the County of Hidalgo, State of Texas, Community Panel No. 4803340425C, Effective Date November 16, 1982.

PARKING:

21 Parking Spaces
1 Handicapped Spaces
22 Total Parking Spaces

TOTAL LAND AREA:

53,765 Square Feet
1.234 Acres

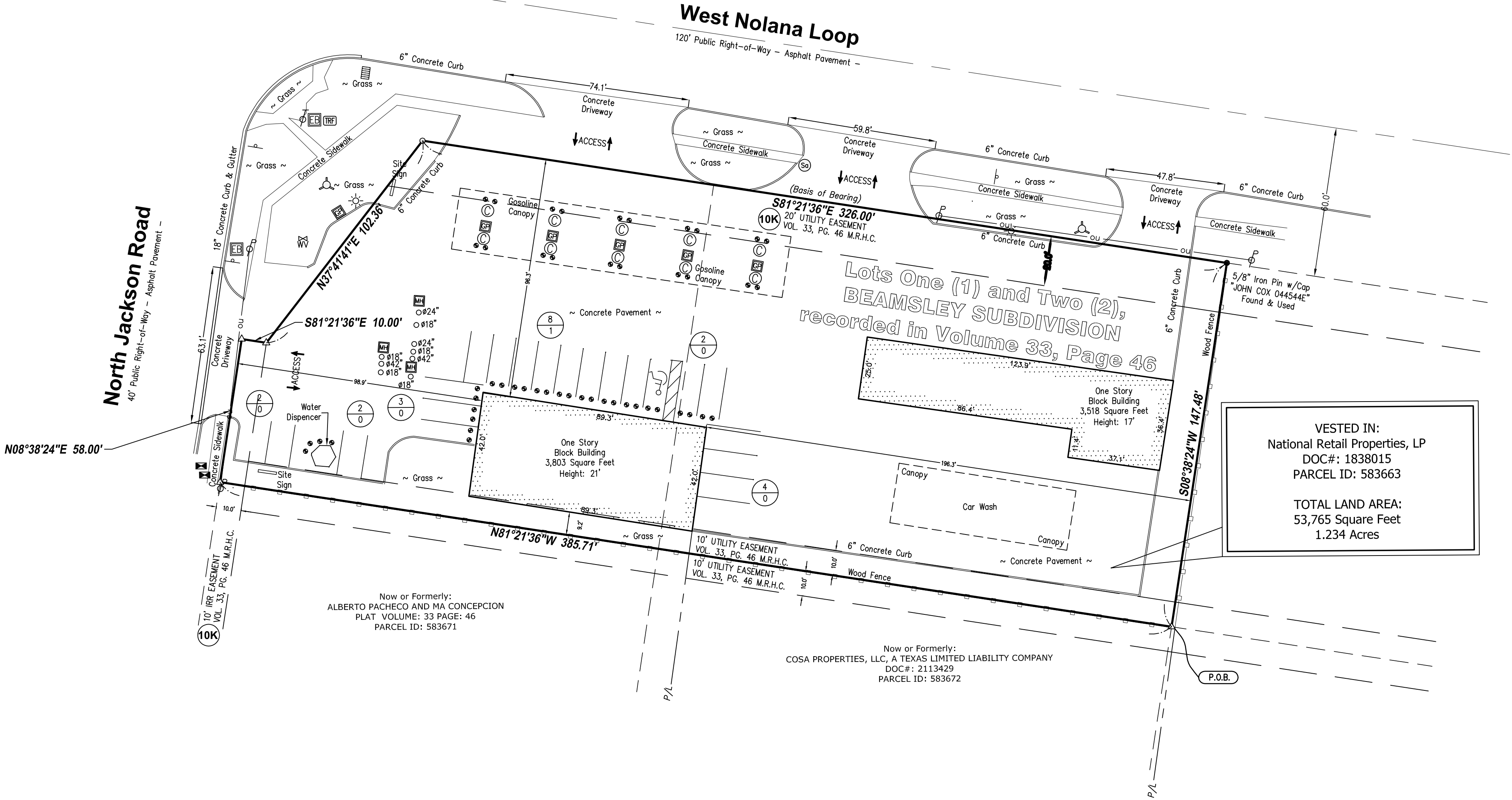
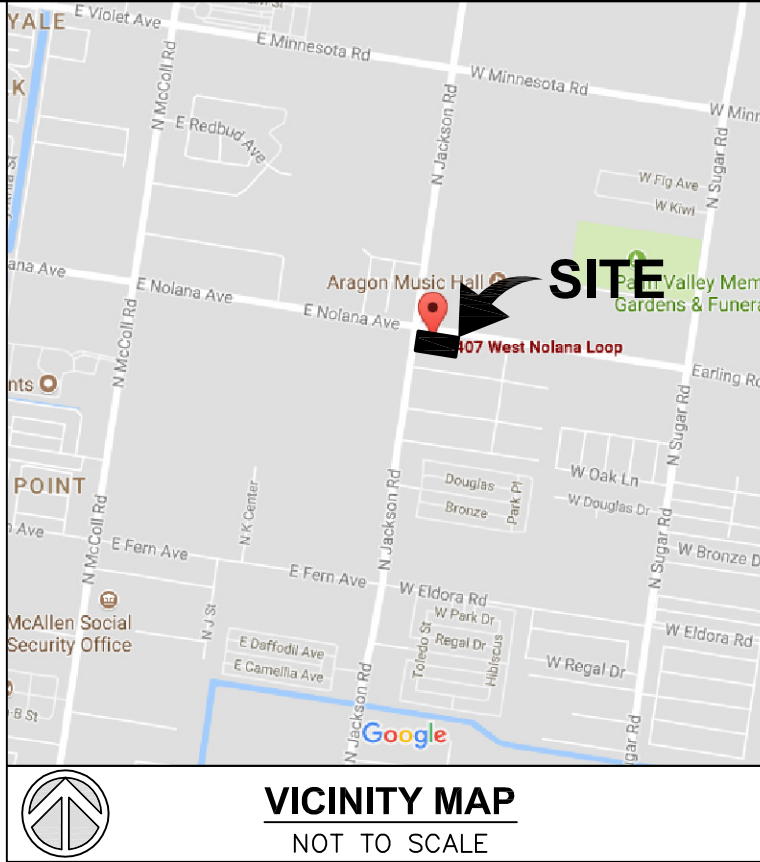
UTILITY INFORMATION

SANITARY City of Pharr Waste Water (956) 402-4301	ELECTRIC Magic Valley Electric (866) 225-5683
STORM City of Pharr Stormwater (956) 402-4310	TELEPHONE Spectrum (855) 433-5309
WATER City of Pharr (956) 787-2703	CABLE T.V. Spectrum (855) 433-5309
GAS Texas Gas Service (800) 700-2443	FIBEROPTIC Spectrum (855) 433-5309

ZONING:

Zoning Classification: C (General Commercial)
Current Use: Convenience Store/Gas Station
Permitted Use: Permitted by Right
Building Setbacks:
Front=20 feet/50 feet(max)
Side=50 feet(max)
Rear=50 feet(max)
Maximum Building Height: 36 feet
Parking Ratio: 1 space per 300 SF of floor area ratio

Source: This zoning information is taken from a zoning report compiled by Millman National Land Services under MZ #15803, dated August 10, 2017.



SYMBOL LEGEND

R/W	Right-of-Way
P/L	Adjiner Property Line
C/L	Centerline
○	Monumentation Found as Noted
○	5/8" Iron Pin w/Cap Set
XX	Stamped "MILLMAN 3303420723"
○	No. of Regular Parking Spaces
○	No. of Handicap Parking Spaces
□	Curb Inlet Basin w/ Grate
○	Sanitary Manhole
○	Fire Hydrant
○	Water Valve
○	Water Meter
○	Electric Box
○	Bollard Post
○	Handicap Space
○	Sign
○	Traffic Pole
○	Utility Pole
○	Light Pole
○	Traffic Vault
○	Square Manhole
○	Gas Pump
○	Air Pump
○	Canopy Support Post
□	Wood Fence (As Noted)
○	Overhead Utilities
□	Concrete Area
□	No Parking Area
□	Building Area

CERTIFICATION:

To: 7-Eleven, Inc., a Texas corporation, its successors and assigns;
Sunoco LP, a Texas Limited Partnership, its successors and assigns;
Stripes LLC, its successors and assigns; and Stewart Title Guaranty Company,
its successors and assigns as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 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, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 15, 16, 17, 20 and 21(a) of Table A thereof. The field work was completed on July 13, 2017.

Date of Plat or Map: July 19, 2017.

By: Leo S. Bond
Leo Bond, RPLS
Texas Registered Professional Land Surveyor No. 5793
For and on behalf of Millman Surveying, Inc.

REVISION HISTORY

BY:	DATE:	COMMENT:
FGB	11/6/2017	REVISED TITLE, COMMENTS & UTILITY INFO.
SHS	01/25/2018	CERTIFICATION
TMG	02/16/2018	REVISED TITLE COMMITMENT

millman
National Land Services

Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@millmanland.com

ALTA/NSPS LAND TITLE
SURVEY PREPARED FOR:

7-ELEVEN, INC.

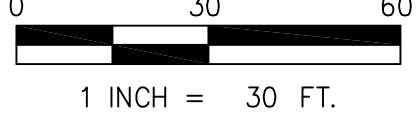
3200 Hackberry Road
Irving, TX 75063

7-Eleven #40618
Sunoco #874
1407 West Nolana
City of Pharr
County of Hidalgo
State of Texas



NORTH

GRAPHIC SCALE



Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. 40780
PC: CLA
PM: EPS Drafter: MNB



Pharr
Development Services



Site Photo

1407 West Nolana Loop





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Tejas Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.05 acres, more or less, out of Lots 13 & 14, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Avenue, Suite D. CUP#220634 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Tejas Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). This request constitutes the 1st renewal for Tejas Bar.

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/29/2024
Approved - 10/30/2024
Final Approval - 10/31/2024



MEMORANDUM

DATE: MONDAY, NOVEMBER 04, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC - FILE NO. CUP#220634 (TEJAS BAR)

GENERAL INFORMATION:

APPLICANT: Tejas Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acres, more or less, out of Lots 13 & 14, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Avenue, Suite D.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned General Business District (C) to the south and west, Business District (C-2) to the east and Single-Family Residential District (R-1) to the north. This area is generally designated for commercial in the Land Use Plan.

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

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

HEALTH: Recommends approval of
the Conditional Use Permit.

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

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

November 04, 2024

Conditional Use Permit **Renewal** for ABC –

Tejas Bar

Background:

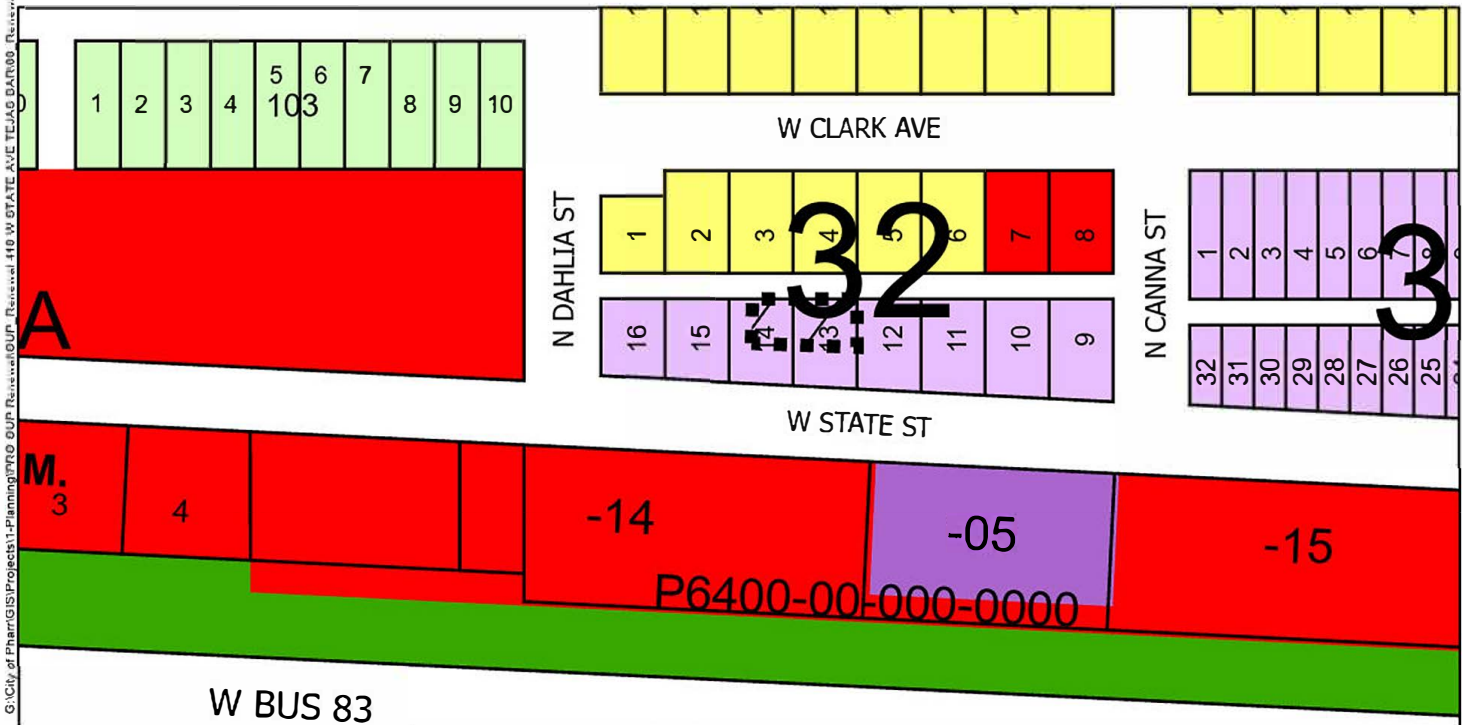
Tejas Bar is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Tejas Bar.

The property is located at 410 West State Avenue, Suite D. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

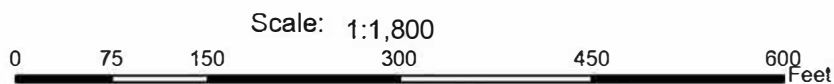
Staff recommends **approval** of the renewal request of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Development requirements.

CUP RENEWAL 2024
 410 W STATE AVE PHARR TX 78577
 0.05 ACRES MORE OR LESS, OUT OF LOTS 13 & 14
 BLOCK 32, PHARR ORIGINAL TOWNSITE
 TEJAS BAR/ BENITO RAMIREZ



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

City of Pharr, Texas
 Engineering Department
 956.702.5355





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, amending Ordinance No. O-2024-07 adopting an updated Procurement Card Policy Manual. **(1st Reading) This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: As part of our commitment to be transparent and to demonstrate good internal control practices, the City of Pharr is revising and isolating its Procurement Card Manual adopted March 2024 by ordinance.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval on Procurement Card Policy Manual

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/31/2024
Approved - 10/31/2024
Approved - 10/31/2024
Approved - 10/31/2024
Approved - 11/1/2024
Final Approval - 11/1/2024

ORDINANCE NO. O-2024-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2024-07, THE CITY OF PHARR PURCHASING PROCUREMENT CARD POLICY MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

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

Section 1: The City Manager or his designated representative shall act as purchasing agent for the City and shall purchase all merchandise material and supplies needed by the City and will establish a suitable storehouse where such supplies shall be kept and from which the same shall be issued as needed. He shall adopt such rules and regulations as he shall deem necessary governing requisitions and transaction of business between himself and the department heads, officers and employees of the City.

SECTION 2: REPEALING CLAUSE. This Ordinance, as well as the attached purchasing procurement card policy manual, shall be enforce and apply to all personnel and agents of the City of Pharr and vendors. This ordinance shall incorporate herein all other ordinances that exist in the Pharr Code of Ordinances not in direct conflict with this Ordinance as such are hereby abolished, and repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: SEVERABILITY CLAUSE. If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

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

CITY OF PHARR

Ambrosio Hernandez Mayor

ATTEST:

Imelda, Perez, City Clerk

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

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda, Perez, City Clerk

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

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda, Perez, City Clerk



Pharr



2/5/2024

PURCHASING DEPARTMENT

PROCUREMENT CARD POLICY MANUAL

DRAFT

Mayra Gomez
PURCHASING DIRECTOR

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PROCUREMENT CARD POLICIES AND PROCEDURES

INTRODUCTION

Welcome to the City of Pharr's Procurement Card Program. This program is designed to reduce the flow of paperwork and at the same time provide better controls on all low-dollar purchases (purchases less than \$2,000.00) made at the department level. The Procurement Card can and may be utilized for larger purchases if approved by the City Manager.

The City of Pharr departments shall provide an opportunity for competitive bidding, on request(s) for informal verbal and/or written bids, proposals, and/or price quotations when the anticipated expense is expected to exceed \$2,000.00. Informal bids, proposals, and/or price quotations may be delivered electronically, by e-mail, fax, phone, by person, and/or courier. Informal price quotes must be listed in the comments area of the transaction detail. In a case of "emergency" the requirement for solicitation for bid(s), proposal(s), and/or request for informal price quotation(s) may be waived by the Department Head at the department level and must be documented accordingly. Departments shall be responsible for ensuring compliance with the Purchasing Policies and Procedures Manual (i.e., Insurance Requirements, State and Federal Funding Requirements, etc.)

The success of the Procurement Card Program and its continuing use depends on the participation and cooperation of all City employees that will be issued Procurement Cards. The primary responsibility for ensuring compliance with these Policies and Procedures belongs to the individual Department Heads. Department Heads shall ensure that Assistant Director/Manager/Supervisors and Cardholders are in strict compliance with this Purchasing Manual.

A. GENERAL INFORMATION

The Procurement Card is a credit tool that is issued by a bank. This credit tool offers an extremely efficient and effective method of purchasing and paying for small dollar items with a not to exceed total value of \$2,000.00 per transaction.

In the rare instance that a vendor is not set up to accept credit cards, the department has the option of entering a small dollar amount Request for Purchase (Requisition) through the City's Financial Management system.

The Procurement Card shall enable employees of the City of Pharr to purchase non-restrictive commodities, by telephone, on the Internet, or in person, direct from the vendors. The Procurement Cards shall be issued in the employee's name and the City of Pharr's name shall be clearly indicated on each card.

All purchases made with the Procurement Card shall be paid by the bank that the City of Pharr contracts with for the Procurement Card Service. The Bank on contract will then bill the City of Pharr.

B. PROCUREMENT CARD PROGRAM DESIGNEE(S)

The City of Pharr's Procurement Card Program shall be utilized and/or administered by City employees in one of the following designations:

DEPARTMENT DIRECTOR

The Department Director shall select responsible and trustworthy individuals to participate in the P-Card Program. Department Director shall select Assistant Director, Manager(s), Supervisor(s) and Cardholder(s) to participate in the P-Card Program. In the absence of the Department Director, he/she may authorize his/her Assistant Director to approve P-Card transactions online and on paper. Under normal circumstances, the Department Director shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). The Department Director shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Department Head shall be responsible for providing sufficient internal department controls with separation of duties to guard against misappropriation of products and/or services. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

ASSISTANT DIRECTOR/MANAGER/SUPERVISOR

Assistant Director/Manager(s)/Supervisor(s) shall be selected by their respective Department Director. In the absence of the Department Head, the Assistant Director may authorize and/or approve P-Card transactions. Assistant Director shall approve all P-Card transactions on the P-Card Program software, affix signature on receipts and support documentation for all cardholder(s) transaction(s). Assistant Director shall ensure that all transactions are supported with proper documentation and that this documentation reaches the Finance Department (Accounts Payable) in an organized and timely manner. Similarly, Assistant Director, Managers, and Supervisors shall be responsible for the activity of subordinates. Periodic reporting shall be reviewed monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes.

CARDHOLDER

Cardholders shall be selected by their respective Department Director. City employees selected to participate as a "Cardholder" shall utilize the Procurement Card as a resource for non-routine purchases of authorized goods and services in strict compliance with the City of Pharr's Purchasing Policies and Procedures Manual. The Cardholder shall approve his/her transaction activity. The Cardholder is responsible for reviewing his/her transactions and shall report any suspicion of fraudulent activity to the Bank on record and to the Purchasing Department. The Cardholder is responsible for resolving disputes and issues associated with his/her P-card transactions. The Cardholder is responsible for reviewing periodic reporting for efficiency purposes.

PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)

The Director of Purchasing and/or his/her designated representative shall administer the Procurement Card program for the City of Pharr and shall be the first point of contact regarding the proper use of the Procurement Card or the interpretation of the procurement card policy manual. The Program Administrator shall be completely knowledgeable of every aspect of the program and as such shall be responsible for all Cardholders in respect to the proper use of the Procurement Card. The program administrator shall approve and process p-card applications and shall provide p-card training.

FINANCE DEPARTMENT – FISCAL MANAGEMENT ANALYST

The Finance Department shall be first point of contact for reconciliation, verification of purchase activities, and/or correct any problems in respect to account codes, hierarchy of department account structure, disputes, etc. The FMA shall be the final approval of transactions on P-Card

statement and shall be responsible for providing responses and required documentation related to the monthly p-card reports. The FMA shall be completely knowledgeable in every aspect of the program and must complete p-card training at least once very fiscal year.

C. SEGREGATION OF DUTIES

To ensure proper internal controls, each department must maintain a separation of duties for the electronic review and approval of all transactions in the P-card program. Cardholder, Department Head and/or Assistant Director/Manager/Supervisor(s) must approve transactions in the Procurement Card program software. Under no circumstances should the same individual be the reviewer and the approver.

D. RENEWAL OF EXISTING PROCUREMENT CARD

Renewed procurement cards are automatically sent to the Purchasing Department thirty (30) days prior to the expiration date. The Purchasing Department shall notify individuals when cards are available to be picked up.

E. ISSUANCE OF PROCUREMENT CARDS

Cards will be issued in the name of the individual employee and the City of Pharr. Any Department may request a Procurement Card be issued to a full-time regular employee (who has successfully passed his/her introductory period), who has been selected by the Department Director to perform the duties of procuring goods and/or services for that department in strict compliance with the existing Purchasing Policies and Procedures Manual. We caution all Department Directors in their selection of responsible personnel for this program.

F. CRITERIA TO RECEIVE A PROCUREMENT CARD

- 1) Applicant must be a full-time employee of the City of Pharr, with no less than six (6) months of employment (Under special circumstances this requirement may be waived by the City Manager and/or Deputy/Assistant City Manager, or their designated representative(s).
- 2) Applicant's request for a Procurement Card must be approved by his/her Department Director. (Request for Procurement Card shall be submitted in e-mailing via the application process.)
- 3) Applicant must be assigned to a department Admin Assistant selected by his/her Department Director.
- 4) Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Department Director, Assistant Director/Manager/ Supervisor or Procurement Card Administrator – Purchasing Department.

G. DEPARTMENT HEAD RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) and Department Administrators Assistant (s) comply with the Procurement Card Policies and Procedures as outlined in the Purchasing Policies and Procedures Manual.
- 2) Responsible to give the City of Pharr assurances that the Cardholder(s) are in strict compliance with these Policies and Procedures.
- 3) Responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned into the Finance Management Analyst in an organized and timely manner.
- 4) Responsible to be thoroughly familiar with the program guidelines.
- 5) Responsible for taking disciplinary action when necessary. A copy of the action form shall be submitted to the City Manager and/or Assistant City Manager, as required.

- 6) Responsible for obtaining the Procurement Card from cardholder upon termination of employment (resignation or termination) and returning the card to the Purchasing Department.
- 7) Responsible for obtaining the Procurement Card from cardholder upon transfer to other City of Pharr department and returning the card to the Purchasing Department.
- 8) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

H. ASSISTANT DIRECTOR/MANAGER/SUPERVISOR RESPONSIBILITIES

- 1) Ensure that the Cardholder(s) complies with the Procurement Card Policy Manual.
- 2) Responsible to be thoroughly familiar with the program guidelines.
- 3) Responsible for reviewing transaction activity and support documentation.
- 4) In the absence of the Department Head, is responsible for reviewing/approving transaction activity in the Procurement Card software, as well as in hard-copy form, ensuring proper support documentation is maintained and turned into the Finance Department in an organized and timely manner.
- 5) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

I. CARDHOLDER RESPONSIBILITIES

- 1) Responsible for ensuring that products and/or services are procured in strict compliance with the Purchasing Policies and Procedures Manual.
- 2) Ensure the Procurement Card is used for legitimate City business purposes.
- 3) Ensure that Insurance Requirements are met before services are rendered.
- 4) Responsible for ensuring that products and/or services being procured have been delivered and are accounted for.
- 5) Always maintain the Procurement Card in a secure location.
- 6) Must not allow other individuals to use their Procurement Card.
- 7) Must use the Procurement Card within its purchase limits and restrictions.
- 8) Receive and inspect all ordered materials and/or services for discrepancies.
- 9) Obtain, sign, and reconcile all receipts against corresponding weekly report.
- 10) Must match receipts to appropriate transaction(s), indicating proper charge-to account for expenses.
- 11) Must upload scanned receipts to Procurement Card software and check-off transaction approval noting price quotes obtained, charge-to account(s), etc.
- 12) Submit reconciled weekly report to Department Admin Assistants along with receipts, in an organized manner. If receipts are not submitted, a justification memo must accompany the weekly report.
- 13) Must never accept cash, gift cards, or gift certificates in lieu of credit to the Procurement Card.
- 14) Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining City reimbursement of sales tax)
- 15) Immediately notify the Purchasing Department and bank institution of a lost or stolen Procurement Card.
- 16) Attempt to resolve disputes or billing errors, if any, with the vendor. The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned into the Finance Department as soon as possible. Finance will follow dispute procedures.
- 17) Report any erroneous transactions to the Purchasing Department.
- 18) Report/notify fraudulent activity to Purchasing Department.
- 19) Report lost or stolen cards to the Purchasing Department and Bank on record.

- 20) Must return Procurement Card to Department Admin Assistants upon transfer to another department.
- 21) Must return Procurement Card to the Purchasing Department upon resignation/ termination of employment.
- 22) Must request a “new card” and turn-in “existing” Procurement Card if legal name changes. (i.e.: marriage, divorce, etc.).
- 23) Cardholders must review each transaction at least weekly thus indicating the transaction is valid.
- 24) Save all sale(s) receipts, credit-memos, and pertinent documentation.
- 25) If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must try to obtain a copy and if this is not possible, details of the purchase must be attached via memorandum (with Department Head signature). The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation may result in disciplinary action.
- 26) The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City P-Card is returned to the supplier. The credited amount will be applied to the cardholder’s account. Cash refunds are prohibited.
- 27) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

J. DEPARTMENT LIASON RESPONSIBILITIES

- 1) Coordinate meeting with card holders within the department for reconciling receipts against weekly reports.
- 2) Ensure that all complete and reconciled weekly reports are submitted monthly to the Finance Department, Fiscal Management Analyst for review and reconciliation by scheduled due date.
- 3) Responsible for verifying and/or changing accounting codes for all transactions, when necessary, on the weekly Department reports prior to the cut-off date established by the Procurement Card Program Administrator (Finance – FMA)
- 4) Must notify Procurement Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise Procurement Card Program Administrator (Purchasing Department) to cancel a Cardholder’s card (i.e., department transfer, loss of Procurement Card privileges due to misuse/violations, etc.) with the approval of the Department Head.
- 6) Responsible for collecting and turning in “canceled procurement cards” to the Procurement Card Program Administrator (Purchasing Department).

K. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)

- 1) Responsible for Policy interpretations and/or clarifications.
- 2) Review Procurement Card applications turned in by the Departments for completeness of required information.
- 3) Approve application(s), request new, renewal, or replacement Procurement Card(s), and disburse upon receipt.
- 4) Responsible for training as to the proper use of the Procurement Card, Department Admin Assistants and Cardholder(s) before releasing Procurement Cards.
- 5) Responsible for having all Cardholders sign the Cardholder Agreement(s) signifying agreement with the terms of the Procurement Card Program.

- 6) Responsible for securing all canceled Procurement Cards and advising Bank (electronically).
- 7) Responsible for updating Procurement Card system, assigning access and removing users as necessary.
- 8) Responsible for maintaining Procurement Card Policies and Procedures updated.

L. PROGRAM ADMINISTRATOR (FINANCE – FISCAL MANAGEMENT ANALYST) RESPONSIBILITIES

- 1) Responsible for the training of all Department Admin Assistants and Cardholders in the proper way of reconciling and properly coding all transactions against weekly reports.
- 2) Understanding the electronic media that the City will use to communicate with the Bank on contract. Be familiar with all report formats to be used with the program.
- 3) Responsible for reconciling weekly transactions totals to Bank statement.
- 4) Responsible for advising of cut-off date for approvals and/or changes to default account code changes.
- 5) Notify the department when approved monthly department statements are not received. Responsible for preparing bill for payment to the Bank on contract.
- 6) Responsible for reconciling the hard copy of the bank's bill against the bank's electronic file and the transaction totals posted to the City's Financial Management system.
- 7) Responsible for establishing hierarchy of department account code structure.
- 8) Responsible for providing charge to chart of accounts for each respective department.
- 9) Keep all necessary documentation in respect to all transactions for audits by the internal and external auditors.
- 10) Report P-Card misuse to the Finance Director and cc to the Purchasing Department

M. PROHIBITED USES OF PROCUREMENT CARD

Resulting in Disciplinary Action (**only City Manager and/or Assistant City Manager can waive any of these prohibited uses**).

- 1) The Procurement Card is used for personal or unauthorized purposes.
- 2) The Cardholder receives cash, gift cards, or certificates in lieu of credit.
- 3) The Cardholder purchases gift cards without proper written approval unless approved, in writing, by the City Manager and/or Assistant City Manager.
- 4) The Cardholder purchases gifts for employee annual events, promotional events, and/or Retirement parties, luncheons, or dinner.
- 5) The Cardholder allows the card to be used by another individual for valid purchases.
- 6) The Cardholder splits a purchase to circumvent the card limits.
- 7) The Cardholder uses another Cardholder's card to circumvent the authorized purchase limits assigned to either the Cardholder or the limitations of the Card.
- 8) The Cardholder fails to ensure the receipt of products and/or services procured with their card has been delivered and are accounted for.
- 9) The Cardholder refuses and/or fails to provide Department Administrator Assistant with required receipts.
- 10) The Cardholder refuses and/or fails to provide information about any specific purchase.
- 11) Sponsorship(s)/donation(s) are prohibited.
- 12) Alcohol Beverages are prohibited.
- 13) Service charge tips are prohibited.

N. SPLIT TRANSACTIONS

CHARGES FOR AN ITEM MUST NOT BE SPLIT INTO SEPARATE PAYMENTS TO CIRCUMVENT THE SINGLE TRANSACTION LIMIT.

1. Always remember your single transaction limits when considering a purchase.
2. If your limit is not sufficient, do not continue with the purchase without having prior approval from the P-Card Administrator and verification that a one-time change to your profile has been made.
3. If purchase is made over the phone or internet, confirm full transactional pricing with shipping and handling before approving the charge. Be sure that the purchase excludes sales and use tax and is not split into separate transactions. Some suppliers will take it upon themselves to split transactions in order to complete the sale.
4. Contact your P-Card Administrator for assistance with reviewing your limits.

O. P-CARD USE AND GUIDELINES

- The P-Card is issued in the Cardholder's name with a unique number. All purchases made on the P-Card must be made by the individual to whom the card is issued. The Cardholder is responsible for the security of the Purchasing Card and the transactions made with it. **Failure to follow the guidelines of the P-Card Program could result in disciplinary action, including termination.**
- The P-Card is a corporate credit card that must only be used to make authorized City of Pharr purchases.
- Cardholders may use the P-Card to purchase supplies, materials, and services to include reservations related to City business, which do not exceed the single dollar transaction limit that was established by Purchasing Director.
- Cardholders must not exceed the maximum monthly dollar limit assigned to the P-Card in any given month without prior authorization from the Purchasing Director or designee.
- It is the responsibility of the Cardholder to resolve any disputes with the Supplier. If a resolution cannot be reached, the Cardholder should report the problem to their Department P-Card Liaison for assistance.
- The P-Card is **NOT** for **PERSONAL** use.

P. SALES AND USE TAX - The City of San Pharr is exempt from Texas Sales and Use Tax. This is noted on each card. The Cardholder should inform the vendor before making a transaction. If a supplier is requesting a tax-exempt number, please contact the Finance Department for the appropriate form. Be prepared to provide the SUPPLIER'S name and address, as well as a description of the purchase. It is recommended that Cardholders request the form prior to making a purchase.

Q. SECURITY OF THE PROCUREMENT CARD - The Cardholder is responsible for the security of the P-card. It should be treated with the same level of care as the Cardholder would his/her own personal funds. Guard the account number, CVV, PIN, etc. carefully. It should not be posted in a work area or left in a conspicuous place. The card is to be used for City of Pharr business purposes only and only by the person named on the card.

R. P-CARD SAFEGUARDING PRACTICES

It is the cardholder(s) responsibility to safeguard the p-card.

Tips to Safeguarding the P-Card:

- Keep a record of your account number, expiration date and phone number to report fraud in a secure place.
- Do not allow anyone to use the card on your behalf.
- Do not give your account number to anyone over the phone unless you've confirmed they are a reliable source. If you've never done business before with an entity, conduct on-line research prior to making a transaction.
- During a transaction, keep your eye on the card and ensure you get it back before you walk away.
- Keep the P-card in a safe place and only carry it with you when you need it.
- Draw a line through any blank spaces on the receipt.
- Reconcile all receipts.

REBATES AND PROMOTIONAL ITEMS

Any manufacturer rebates or credits received by the Cardholder as a result of a P-Card transaction shall be credited to the P-Card. Documentation reflecting the transaction shall be included on the p-card statement. Any rebate and promotional type items received as the result of a P-Card transaction shall become the property of the City of San Pharr and utilized by the respective department. Misuse could result in disciplinary action.

CARD DECLINES

The following are some reasons that a P-Card transaction may be declined:

- The transaction is greater than the Cardholder's single transaction limit amount.
- The P-Card has reached its assigned monthly transaction limit amount.
- The Supplier's Merchant Category Code has been purposely excluded from the P-Card program by the City.

In the event a decline occurs the Cardholder should contact the issuing bank to determine the reason for the decline. In most cases, the Cardholder should then contact the Purchasing Department to inform him/her of the decline, the reason, and to request resolution.

If purchase is attempted outside normal business hours, an alternate payment method should be found or the purchase should be terminated.

MERCHANT CATEGORY CODE (MCC) BLOCKING

Merchant category codes (MCC) are codes that best describe what commodities or services the supplier provides. When using a Merchant Category Code listed on the blocked Merchant Category Code List, the transaction will be denied at the point-of-sale (in person, over the phone, or on the Internet). These categories listed on the blocked MCC List are

maintained by the Program Administrator. Suppliers are assigned a MCC by their bank that best describes the commodity or service they provide. Cardholders should be familiar with this list.

RECEIPT AND RETURN OF GOODS

It is the Cardholder's responsibility to confirm receipt of goods and services and to follow up with Suppliers to resolve any delivery problems, discrepancies, and / or claims for damaged goods.

1. At the time of return, the Cardholder must request that the Supplier issue a MasterCard credit transaction slip in order to verify that credit was given. A credit memo showing the reason(s) for applying a credit to the transaction should also be requested. The Cardholder will be required to include this information on their monthly Transaction Report.

UNDER NO CIRCUMSTANCE SHOULD A CARDHOLDER ACCEPT CASH OR GIFTCARDS OR STORE CREDIT IN LIEU OF A P-CARD CREDIT RETURN.

Transaction Documentation Requirements

Every P-Card transaction, including credit or return transactions, must be supported by valid and complete documentation. Not providing supporting documentation for all transactions within established deadlines is a Cardholder violation. Documentation should show supplier name, itemized list, price, date, and proof of credit card payment.

Acceptable Supporting Documentation is defined as one of the following:

- Detailed receipt and MasterCard transaction slip from the Supplier
- A packing slip which shows the cost of each item
- Order forms, or a copy of the form used to pay memberships, subscriptions, registration fees and similar items.

When making over-the-counter purchases:

1. Advise supplier that the City of Pharr is a Tax-exempt entity and confirm that no sales tax has been charged to the card before signing.
2. Review itemized receipts to ensure proper charges are shown.
3. Retain the customer copy of the MasterCard transaction slip as proof of P-Card purchase.
4. Obtain the itemized receipt for your records.
5. Ensure that all carbons showing full account number are destroyed.
6. **Include all supporting information on the p-card statement.**
7. Indicate purpose of purchase on the p-card statement.

When placing a telephone order:

1. Confirm with supplier that charges will be made only upon shipment of goods or when the service has been performed.

2. Request supplier to send itemized invoice directly to the Cardholder.
3. Advise suppliers that the City of Pharr is a Tax-exempt entity and confirm that no sales tax will be charged.
4. The supplier will not be allowed to keep the account number on file.
5. Indicate purpose of purchase on the p-card statement.

When placing an online order:

1. A copy of the order is printed (prior to order confirmation). Review the itemized order form to ensure proper charges are applied.
2. Review the order form for Tax Exempt procedures. (May have to call prior to placing order.)
3. A copy of the order confirmation is printed.
4. **Include all documentation in p-card statement.**
5. Indicate purpose of purchase on the p-card statement.

When placing a mail order:

1. You may have a different "Ship To" address than the billing address.
2. Review the order form for accuracy.
3. Review the order form for Tax Exempt procedures.
4. Make a copy of the order form before mailing for record.
5. **Include all documentation in P-card Statement.**
6. Indicate purpose of purchase on the p-card statement.

PROGRAM INFRACTIONS

Failure to comply with the program guidelines or the purchasing Cardholder Agreement may result in one or more of the following circumstances:

- a. Oral or written warning.
- b. Cancellation of the card.
- c. Oral or written reprimand.
- d. Termination of employment.

See below table for a sample of standard responses to an infraction. The severity of the infraction can affect the standard response. These are recommendations, but departments may establish internal disciplinary policies.

Type of Infraction	1st offense	2nd offense	3rd offense
Perpetrate a fraud or theft Card given to non Cit of Pharr employees to perpetrate fraud or theft	Card is canceled, employment terminated, possible criminal charges.	n/a	n/a

Taxes Charged	Department Director is contacted. A written warning to the Cardholder is required from Department.	Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate.	Card is canceled.
Split Purchases	Department Director is contacted. A written warning to the Cardholder is required from Department.	Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate.	Card is canceled.
Failure to turn in receipts	Written warning – CH should submit a memo to the P-Card Administrator with description of purchase and reason for missing receipt.	Second written warning and card suspended for 30 days.	Card is canceled.

TERMINATED EMPLOYEES

When an employee is terminated or voluntarily separated from the City of Pharr, the P-Card must be turned into the Purchasing Department and cancelled.

1. Department Liaison secures P-Card from terminated employee and notifies the P-Card Program Administrator.
2. The p-card administrator shall cancel, shred and dispose of the card.
3. Program Administrator updates status for the Cardholder in the banking system and files confirmation in Cardholder's / Department's file as appropriate.

PROCUREMENT CARD DOLLAR LIMITS

Credit Limits shall be provided as follows:

1. Procurement Card Administrator: \$500,000
2. Department Director: \$10,000 - \$15,000
3. Assistant Director: \$5,000 - \$10,000
4. Other Staff: \$2,500 - \$5,000

Note: Procurement Card Administrator shall be responsible for all utility payments for the entire city and all waste management fees.

S. PROCUREMENT CARD EMPLOYEE AGREEMENT (ATTACHMENT "A")

T. APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT “B”)

DRAFT

ATTACHMENT "A"



PROCUREMENT CARD EMPLOYEE AGREEMENT

The City of Pharr is allowing you the privilege of being presented with a Procurement Card. This privilege represents trust in you as a responsible agent of the City capable of protecting the City's assets.

I, (type name) _____, Employee # _____ on this the ____ day of _____, 20__, as a cardholder, agree to comply with the terms and conditions of this Agreement, Procurement Card Policies and Procedures as well as the Purchasing and Contracting Policies and Procedures. I understand that the Procurement Card limit per transaction shall be \$2,000.00 or less. I also understand that I am not to split any transaction(s) in an attempt to circumvent the single transaction limit. I also understand that all transactions with a potential of exceeding \$2,000.00 must be submitted to the Purchasing Department on a Purchase Requisition.

I acknowledge that I have received orientation in respect to the Purchasing Department Policies and Procedures and the Procurement Card Policies and Procedures.

I acknowledge that I have received training in the proper use of the Procurement Card.

I acknowledge that the Procurement Card will not affect my personal credit rating.

I acknowledge that the City of Pharr may terminate my right to use this card at any time for any reason.

I further acknowledge that I understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize the City of Pharr to deduct from my salary an amount equal to the total of the discrepancy. I also allow the City of Pharr to collect any amounts owed by me even if the City of Pharr no longer employs me.

I agree to return the card to the City of Pharr immediately upon request or upon termination of employment.

I acknowledge receipt of said Agreement and confirm, by my original signature below, that I am in full understanding of all requirements, term and conditions, in respect to the Procurement Card Program.

Cardholder:

Procurement Card Administrator

Signature: _____

Signature: _____

Print Name: _____

Name: Mayra Gomez, Purchasing Director

Department: _____

Date: _____

ATTACHMENT "B"



Purchasing Department **APPLICATION FORM FOR A P-CARD**

THIS FORM REQUIRES A SIGNATURE BY RESPECTIVE DEPARTMENT HEAD. THIS APPLICATION FORM MUST BE PROPERLY FILLED OUT IN ITS ENTIRETY. EACH APPLICATION FORM SHOULD REFLECT ONLY (1) ONE EMPLOYEE PER FORM (SELECTED BY THE DEPARTMENT HEAD). INCOMPLETE FORMS OR FORMS SUBMITTED WITHOUT DEPARTMENT HEAD SIGNATURE ARE **VOID AND SHALL BE DISCARDED**. SELECTED EMPLOYEE MUST BE A FULL-TIME REGULAR EMPLOYEE (EMPLOYED FOR AT LEAST 6 MONTHS). **(ALL FORMS ARE TO BE SUBMITTED ELECTRONICALLY).**

DATE: _____

Name of Employee designated as Department Cardholder (type): _____

Employee #: _____ Employee's Position/Title: _____

Department/Division _____ Dept./Div. Acct # _____

Employee's length of employment months/years: _____ Phone #: _____

Employee Signature: _____ Date: _____

Employee E-mail: _____

Department Information:

Department Submitting Request: _____

Department Name

Department Telephone Number: _____

Name of Department Head submitting application: _____

Department Head Name

Department Head's signature: _____ Date: _____

Purchasing Department Use Only

Monthly P-Card Limit:

Director: ☐ \$10,000 Asst. Director: ☐ \$5,000 Other: ☐ \$2,500 Specify Other Amount \$ _____

Date Received: _____ Entered Card Request: _____

Card Number Assigned: _____

Date Card Received: _____ Processed By: _____

Card-Holder Signature: _____ Date Card P/U: _____



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-17 Municipal Fiber Optic Fee Schedule (*1st Reading*). This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: Fee ordinance is being amended to include the new SmartBiz software to offer to commercial customers and updating our enterprise plan cost.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Hilda Pedraza
Ricardo Rodriguez
Cynthia Garza
Jamison Merrick
City Management Office

Created/Initiated - 10/31/2024
Approved - 11/1/2024
Approved - 11/1/2024
Approved - 11/1/2024
Approved - 11/1/2024
Final Approval - 11/1/2024

ORDINANCE NO. O-2024-___

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. RATES AND FEES.

A. FIBER OPTIC MONTHLY SERVICE RATES

1. Residential Monthly Rates

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

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

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

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

Enterprise	Speed (Mbps)	Monthly Rate
Green Plan	300 Mbps	\$750.00
Blue Plan	500 Mbps	\$1,000.00
Gold Plan	1 Gbps	\$1,500.00
Enterprise 2 G	2 Gbps	\$2,000.00
Enterprise 5 G	5 Gbps	\$3,000.00
Enterprise 10 G	10 Gbps	\$4,000.00

B. FIRST MONTH SERVICE FEE

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

C. MISCELLANEOUS FEES

Type	Fee
SmartBiz Business Application	\$15.00/month
Bark Parental Controls	\$12.00/month
No Premise Access	\$25.00
Missed Appointment	\$25.00
Reconnection	\$25.00
*Upgraded Wireless Access Point	\$5.00/month
Wireless Mesh Device	\$5.00/device/month

Outdoor Wireless Mesh Device	\$10.00/device/month
<u>Equipment Fees if not returned</u>	
UPS battery backup	\$65.00
Fiber ONT	\$120.00
Standard Wifi Access Point	\$100.00
Upgraded Wifi Access Point	\$165.00
Wireless Mesh Device	\$100.00
Outdoor Wireless Mesh Device	\$220.00
<u>Static IP Addresses</u>	
One-time Setup	\$50.00
SmartPak 1 (1 useable)	\$5.00
SmartPak 2 (5 useable)	\$25.00
SmartPak 3 (13 useable)	\$65.00
SmartPak 4 (29 useable)	\$145.00

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

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: EFFECTIVE DATE; PUBLICATION.

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

SECTION 6: PROPER NOTICE AND MEETING.

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

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 _____ day of May, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 22.94 acre tract of land, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 ft. west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This is a resolution to formally accept the Petition for Voluntary Annexation for a 22.94 acre tract of land located on the south side of East Javelina Drive, approximately 1,700 ft. west of South Veterans Boulevard.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/29/2024
Approved - 10/30/2024
Final Approval - 10/31/2024

RESOLUTION NO. R-2024-_____

STATE OF TEXAS **§**

COUNTY OF HIDALGO §

CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A TRACT OF LAND CONTAINING 22.94 ACRES, MORE OR LESS, BEING PART OR PORTION OF LOT 255, KELLY-PHARR SUBDIVISION OF PORCIONES 69 AND 70, LOCATED ON THE SOUTH SIDE OF EAST JAVELINA DRIVE, APPROXIMATELY 1,700 FEET WEST 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 tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

- B. On Monday, November 18, 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 4th DAY OF NOVEMBER 2024**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

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



70 2013 02473935

Instrument Number: 2013-2473935

Recorded On: December 23, 2013

As
Recording

Parties:

To

Billable Pages: 6

Number of Pages: 7

Comment: SPECIAL WARRANTY DEED

** Examined and Charged as Follows: **

Recording	46.00
Total Recording:	46.00

***** 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.

File Information:

Document Number: 2013-2473935

Receipt Number: 1408380

Recorded Date/Time: December 23, 2013 04:09P

Record and Return To:

ATLAS, HALL & RODRIGUEZ LLP

ORIGINAL RETURNED TO CUSTOMER

TX

User / Station: D Rodriguez - Cash Superstation 10



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, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: December 19, 2013

Grantor: ESTATE OF ANNA MAE KELLY, DECEASED

Grantor's Mailing Address (including county):

2473935

1111 Hermann Dr. #20a
Houston, Harris County, Texas 77004

Grantee: KELFAM, LTD., a Texas limited partnership

Grantee's Mailing Address:

1111 Hermann Dr. #20a
Houston, Harris County, Texas 77004

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

That property being more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

To the extent such matters are valid and enforceable against the Property: any and all restrictions, reservations, covenants, conditions, easements and other matters, if any, relating to the Property, but only to the extent they still are in effect and shown of record in Hidalgo County, Texas, to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they still are in effect, relating to the hereinabove described Property and to all taxes and assessments now or hereafter assessed against the Property, the payment of which Grantee expressly assumes.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys the Property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's 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 claim the same or any part thereof except by through or under Grantor, but not otherwise, as to the Exceptions to Conveyance and Warranty above.

As a material part of the consideration for execution of this instrument, Grantor and Grantee agree that the Property is to be sold to and accepted by Grantee in its present condition, **"AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED"**. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO

PUBLIC ROADS. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. GRANTEE SHALL RELY ON GRANTEE'S INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. GRANTEE FURTHER UNEQUIVOCALLY DISCLAIMS: (Y) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES; AND (Z) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS INSTRUMENT. GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S ENTERING EXECUTING THIS INSTRUMENT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the date first set forth above.

GRANTOR:

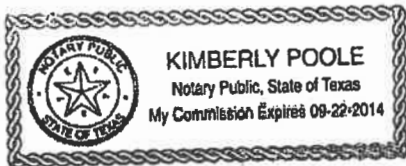
Barbara Evans Williams
BARBARA EVANS WILLIAMS,
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF ANNA MAE KELLY, DECEASED

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 19th day of December, 2013, by BARBARA EVANS WILLIAMS, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF ANNA MAE KELLY, DECEASED.



Kimberly Poole
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

Kelfam, Ltd.
Attention: Barbara Williams
1111 Hermann Dr. #20a
Houston, Texas 77004

EXHIBIT "A"

TRACT I:

The North 22.0 acres of Lot 4, Block 20, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas.

TRACT II:

Lot 302, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT III:

A 31.8 acre tract out of Lot 303, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, page 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT IV:

A 31.08 acre tract of land out of Lot 289, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT V:

A 18.8 acre tract of land out of Lot 290, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT VI:

Lot 255, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, the East 200' feet conveyed to Pharr Rifle & Pistol Club, Inc. as shown in Deed recorded in Volume 830, Page 320, Deed Records of Hidalgo County, Texas.

TRACT VII:

Lot 253, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT those tracts of land described in Volume 383, Page 109, Volume 1182, page 315, Volume 1386, Page 703, Volume 1543, Page 126, Volume 1589, Page 445 and Volume 1771, Page 190, all in Deed Records of Hidalgo County, Texas.

TRACT VIII:

Lot 337, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

TRACT IX:

Lot 338, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, a tract of land described in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 27, 1994, under Clerk's file #394631.

TRACT X:

Lot 339, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, those portions of land described in Deed recorded in Volume 1707, Page 73 and under Clerk's file #394630 and 1047444.

TRACT XI:

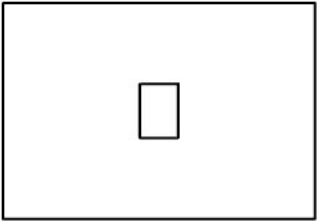
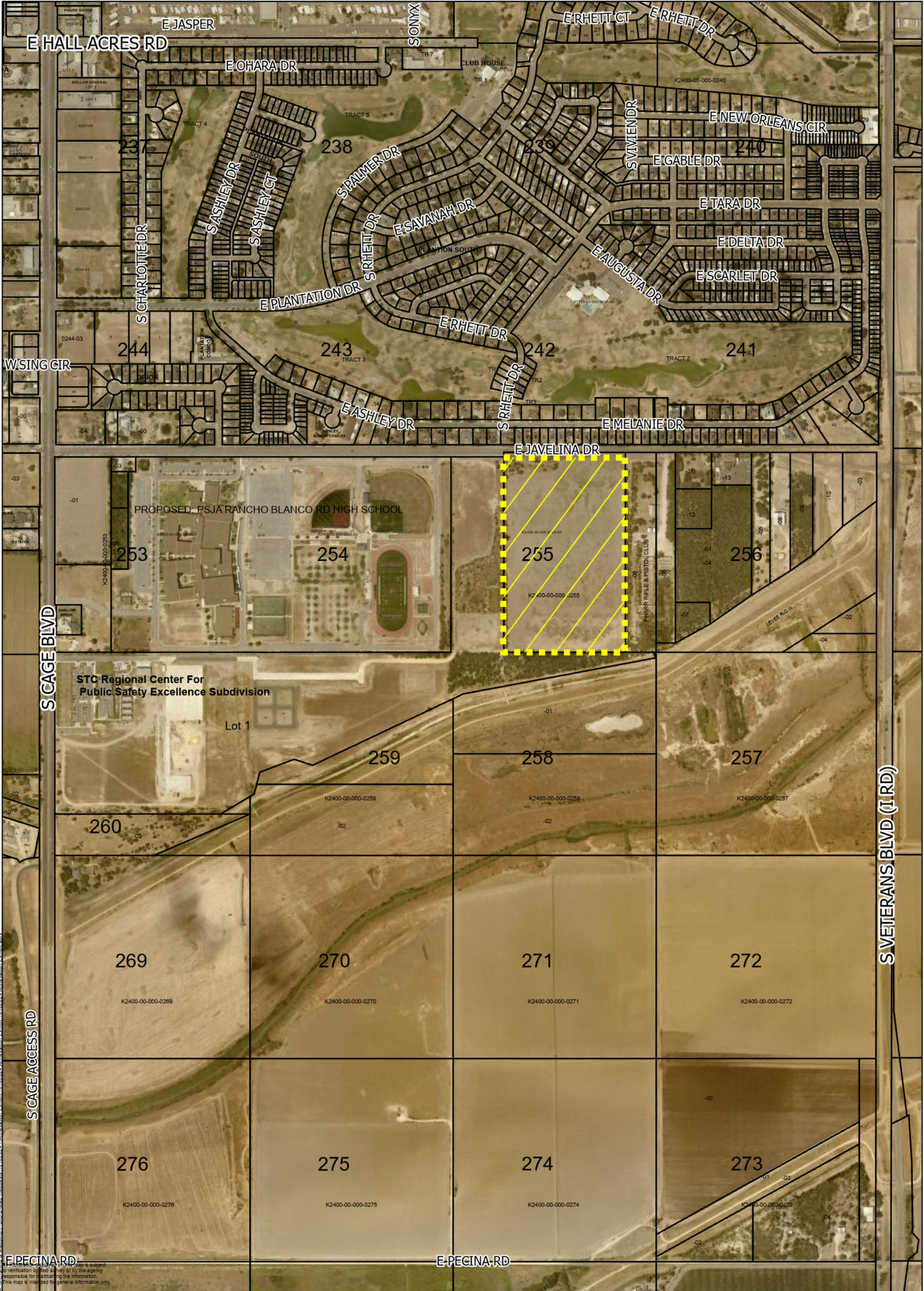
Lot 351, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, those portions of land described in Deeds filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 27, 1994, under Clerk's file #394632.

TRACT XII:

Lot 352, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas.

SAVE AND EXCEPT, that portion of land described in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on August 25, 2001, under Clerk's file #998498.



Property Description

A tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas.

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
22.94 ACRES OF LAND OUT OF LOT 255
KELLY-PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS**



A tract of land containing 22.94 acres of land more or less, situated in Hidalgo County, Texas, being part or portion of **LOT 255 KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133 and 134 Deed Records, Hidalgo County, Texas, said 22.94 acres also being more particularly described as follows;

COMMENCING, for reference at the northeast corner of said Lot 255, within Javelina Drive, right-of-way, **THENCE N 81° 27' 24" W** along the north line of said Lot 255, a distance of 200.00 feet, to the northwest corner of a tract of land deeded to Pharr Rifle and Pistol Club, recorded in Volume 830 Page 320, Deed Records, Hidalgo County, Texas, **THENCE S 08° 32' 36" W** along the west line of said Pharr tract, a distance of 55.00 feet, to the south right-of-way line of said Javelina Drive, recorded in Document Number 2350840, Deed Records, Hidalgo County, Texas, **FOR THE POINT OF BEGINNING**, and the Northeast corner of this tract;

THENCE S 08° 32' 36" W along the west line of said Pharr tract, a distance of 1265.00 feet, to the south line of said Lot 255, the north line of South Texas College Regional Center For Public Safety Excellence Subdivision, recorded in Document Number 2926806, Map Records, Hidalgo County, Texas, for the Southeast corner hereof;

THENCE N 81° 27' 24" W, along the south line of said Lot 255 and the north line of said Public Safety tract, a distance of 790.00 feet, to an inside corner of said Public Safety tract, for the Southwest corner hereof;

THENCE N 08° 32' 36" E, along the east line of said Public Safety tract, a distance of 1265.00 feet, to the south right-of-way line of said Javelina Drive, for the Northwest corner hereof;

THENCE S 81° 27' 24" E, along the south right-of-way line of said Javelina Drive , a distance of 790.00 feet, to the **POINT OF BEGINNING**, containing 22.94 acres of land, more or less.

JAVELINA DRIVE

CITY OF PHARR
(DOCUMENT No. 2350840, H.C.D.R.)

N 81°27'24" W
200.00'

P.O.C.

N. E. CDR.
LOT 255

S 81°27'24" E 790.00'

55.00'

P.O.B.

22.94 ACRES

LOT 1
SOUTH TEXAS COLLEGE REGIONAL CENTER
FOR PUBLIC SAFETY EXCELLENCE SUBDIVISION
(DOCUMENT No. 2926806, H.C.D.R.)

N 08°32'36" E 1265.00'

S 08°32'36" W 1265.00'

PHARR RIFLE & PISTOL CLUB, INC.
(VOL. 830, PG. 320, H.C.D.R.)



SCALE: 1" = SCALE

N 81°27'24" W 790.00'

LOT 1
SOUTH TEXAS COLLEGE REGIONAL CENTER
FOR PUBLIC SAFETY EXCELLENCE SUBDIVISION
(DOCUMENT No. 2926806, H.C.D.R.)

**"EXHIBIT"
SHOWING**

**22.94 ACRES
OUT LOT 255
KELLY-PHARR
SUBDIVISION
HIDALGO COUNTY, TEXAS**

(VOL. 1, PGS. 133-134) H.C.M.R.)

FOR: JAVIER HINOJOSA P.E.

PROJECT INFORMATION

SURVEYED DATE:

JOB NO.:

DRAWN BY:

CHECKED BY:

REVISIONS:



LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvgis.com
TBPLS FIRM No. 10119600

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on East Javelina Drive, approximately 1,690 feet west of South Veterans Boulevard. The property is approximately **22.94 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: KELFAM, LTD., a Texas Limited Partnership

A tract of land containing 22.94 acres more or less, being part or portion of Lot 255, Kelly-Pharr Subdivision of Porciones 69 and 70, located on the south side of East Javelina Drive, approximately 1,700 feet west 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
October 3, 2024	Submitted petition for annexation.	
November 4, 2024	Resolution to City Commission on accepting petition of annexation	
November 4, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for November 18, 2024 (14 days)	TLGC 43.0671
November 5, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>November 5, 2024 for publication on November 6, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
November 6, 2024	Legal Notice for Public Hearing Published for the date of November 18, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
November 18, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
November 18, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
December 2, 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
December 16, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Carlos I. Garza

Date of Submittal: October 3, 2024

Proposed Acreage to be Annexed: 22.94

APPLICATION COMPLETENESS CERTIFICATION

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

INSTRUCTIONS

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

Property Address: _____

Total Number of Acres: 22.94 Total Number of Tracts: 1

Subdivision Name: Kelly-Pharr Subdivision Lot(s): 255 Block(s): _____

Survey Name and Abstract No.: GEO ID K2400-00-000-0255-00

Current Land Use: Agriculture

Proposed Land Use and Purpose of Annexation: Single Family Residential

[illegible]

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

Owner(s) Name: KELFAM, LTD (Debra Brooks, Co-Managing Partner and Janet Cavanaugh, Co-Managing Partner)

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: 1111 Hermann Dr. #20a City: Houston State: TX Zip Code: 77004

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

Owner's Signature: Javier Hinojosa, P.E. (Authorzied Agent) Date: 10/03/2024

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: Javier Hinojosa, P.E.

Company's Name (if applicable): Javier Hinojosa Engineering

Address: 416 E. Dove Avenue City: McAllen State: TX Zip Code: 78504

Phone No.: 956-668-1588 Cell Phone No.: 956-624-7006 Email: javier@javierhinojosaeng.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: _____

Owner's Signature: _____ Date: _____

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

Owner(s) Name: KELFAM, LTD (Debra Brooks, Co-Managing Partner and Janet Cavanaugh, Co-Managing Partner)

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

Address: 1111 Hermann Dr. #20a City: Houston State: TX Zip Code: 77004

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

Owner's Signature: [Signature] Date: 10/3/24

Javier Hinojosa, Authorized Agent

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: Javier Hinojosa, P.E.

Company's Name (if applicable): Javier Hinojosa Engineering

Address: 416 E. Dove Avenue City: McAllen State: TX Zip Code: 78504

Phone No.: 956-668-1588 Cell Phone No.: 956-624-7006 Email: javier@javierhinojosaeng.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: _____

Owner's Signature: _____ Date: _____



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Javier Hinojosa, Authorized Agent, 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 22.94 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)

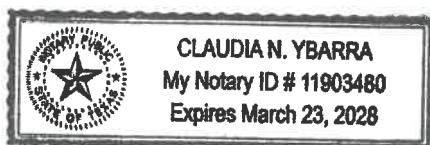
Print Name (Owner) Javier Hinojosa (Auth. Agent) Signature (Owner) [Signature]
 Print Name (Owner) _____ Signature (Owner) _____

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Javier Hinojosa, 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 3rd day of October, 2024.



[Signature]
 NOTARY PUBLIC in and for the
 STATE OF TEXAS

Claudia N. Ybarra
 Printed Name
 My commission expires: 03/23/2028

EXHIBIT A

September 30, 2024

City of Pharr, Texas
Pharr Public Works
Hidalgo County Drainage District #1
Magic Valley Electric Cooperative
Federal Emergency Management Agency

Re: KELLY PHARR TRACT E790' OF W 1120', LOT 255, 23.94 AC GROSS,
22.94 AC NET

Dear Ladies and Gentlemen:

The undersigned owner/trustee of the real property described above has entered into a contract to sell Property to Carlos I. Garza, or assigns, who in turn, intends to develop the Property into a residential subdivision.

The undersigned hereby appoints Carlos I Garza or Assigns, Jason E. Garza, Carlos I Garza and Javier Hinojosa Engineering as agents for purposes of seeking the following preliminary approvals from the City of Pharr, Pharr Public Works, Hidalgo County Drainage District #1, Federal Emergency Management Agency (FEMA) and MVEC regarding the proposed Subdivision:

- 1) FEMA approval/certification of BFE redetermination
- 2) Preliminary and final plat approval;
- 3) Zoning approval and/or PD (Planned District Development);
- 4) Annexation into the City of Pharr;
- 5) Preliminary and final approval of a drainage plan for the Subdivision; and
- 6) Preliminary and final approval of a water and sanitary sewer utility plans for the Subdivision.

Yours very truly,

DocuSigned by:

A6F348B6B34842B...

Debra Brooks co-managing partner
Kelfam, Ltd.

DocuSigned by:

A20C86C63B81472...

Janet Cavanaugh
co managing partner



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 29, 2024

MEETING DATE: November 4, 2024

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Resolution allowing participation with Equalis Group for Cooperative Purchases and/or Services. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: Pursuant to the "Texas Interlocal Cooperation Act", Chapter 791, Texas Government Code, the City of Pharr has the general legal authority to access the contracts of other government agencies available through local, regional, and state cooperative purchasing programs. The goal is to combine City of Pharr requirements with other government agencies to achieve higher volume pricing which results in direct cost and administrative savings. Equalis Group is a national strategic source and cooperative purchasing alliance that offers public agencies contracts that have been competitively solicited by leading government agencies for use by other government agencies. The program is non-exclusive and voluntary.

The City of Pharr can use those contracts that offer the best fit and overall value based on City of Pharr specific needs and requirements. There is no cost to participate in this program. Staff believes participation in this program will produce cost and administrative savings and will provide the best value to the agency/taxpayers of the City of Pharr. Project No. 2425-01-513-ILA02-01

Fiscal Consideration: N/A

Staff Recommendation: Authorize staff to utilize Equalis Group Cooperative for purchases and/or services when feasible

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal

Mayra Gomez

Hilda Pedraza

Ricardo Rodriguez

Created/Initiated - 10/29/2024

Approved - 10/29/2024

Approved - 10/30/2024

Approved - 10/30/2024

Jamison Merrick
City Management Office

Approved - 11/1/2024
Final Approval - 11/1/2024

STATE OF TEXAS	§	R E S O L U T I O N NO. R-2024- _____
COUNTY OF HIDALGO	§	
CITY OF PHARR	§	

WHEREAS, the City of Pharr, Texas, pursuant to the authority granted by TEX. GOV'T CODE § 791.001, et seq, desires to participate in the Equalis Group Cooperative offered by the Lead Contracting Agency, and in the opinion that by participating in this program, will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

The City of Pharr requests a stated need for participation in Equalis Buying Group whereby **Dr. Jonathan B. Flores, City Manager**, is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Pharr.

READ, PASSED AND APPROVED 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

Created by Public Sector Organizations *for Public Sector Organizations*



Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract

terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (**RFP**) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today



Your Implementation Process with Equalis Group



Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit www.equalisgroup.org/member-registration to get started. There are no dues, fees, or obligations.



Questions? Contact Kyle Gullett, Regional Director at:
469-773-8273 or KGullett@EqualisGroup.org

equalis GROUP



THE ULTIMATE
SURFACE EXPERIENCE



ALUMNI
EDUCATIONAL SOLUTIONS



Explore the full Equalis Contract Portfolio at: www.EqualisGroup.org/Contracts



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Hilda Pedraza, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution in support of SH 68 and Design Modification Route No. 7. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Resolution in support of 68 Commercial Corridor according to the TxDOT Design Modification No. 7 plans.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/31/2024
Approved - 10/31/2024
Final Approval - 11/1/2024

RESOLUTION NO. R-2024-__

**RESOLUTION OF THE CITY OF PHARR, TEXAS, SUPPORTING SH 68 AND
DESIGN MODIFICATION ROUTE NO. 7**

WHEREAS, the City of Pharr is home to the Pharr International Bridge, an International Port of Entry serving the entire Rio Grande Valley and the state of Texas; and

WHEREAS, the City of Pharr, because of that International Port of Entry, has a vested interest in the proposed SH 68 Corridor which merges with the 365 Tollway and the International Bridge Corridor; and

WHEREAS, the City of Pharr deems it necessary and appropriate to weigh in on the importance of the Northern most portion of this commercial corridor; and

WHEREAS, the Texas Department of Transportation (TxDOT) has formulated several proposed routes; and

WHEREAS, the City of Pharr believes that the TxDOT Design Modification No.7 attached hereto as Exhibit "A" would best serve the region, in promoting safety and the efficient flow of commercial traffic both to and from the five international ports of entry.

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

The City of Pharr requests that TxDOT consider constructing the Northern portion of SH 68 Commercial Corridor according to the TxDOT Design Modification No. 7 plans. If that is not possible, the City of Pharr requests that TxDOT finds another alternative to the Northern portion of the corridor that does not ultimately use the 490/281 intersection as the primary connector of the corridor system.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR TEXAS, THIS ____ DAY OF _____ 2024.**

CITY OF PHARR:

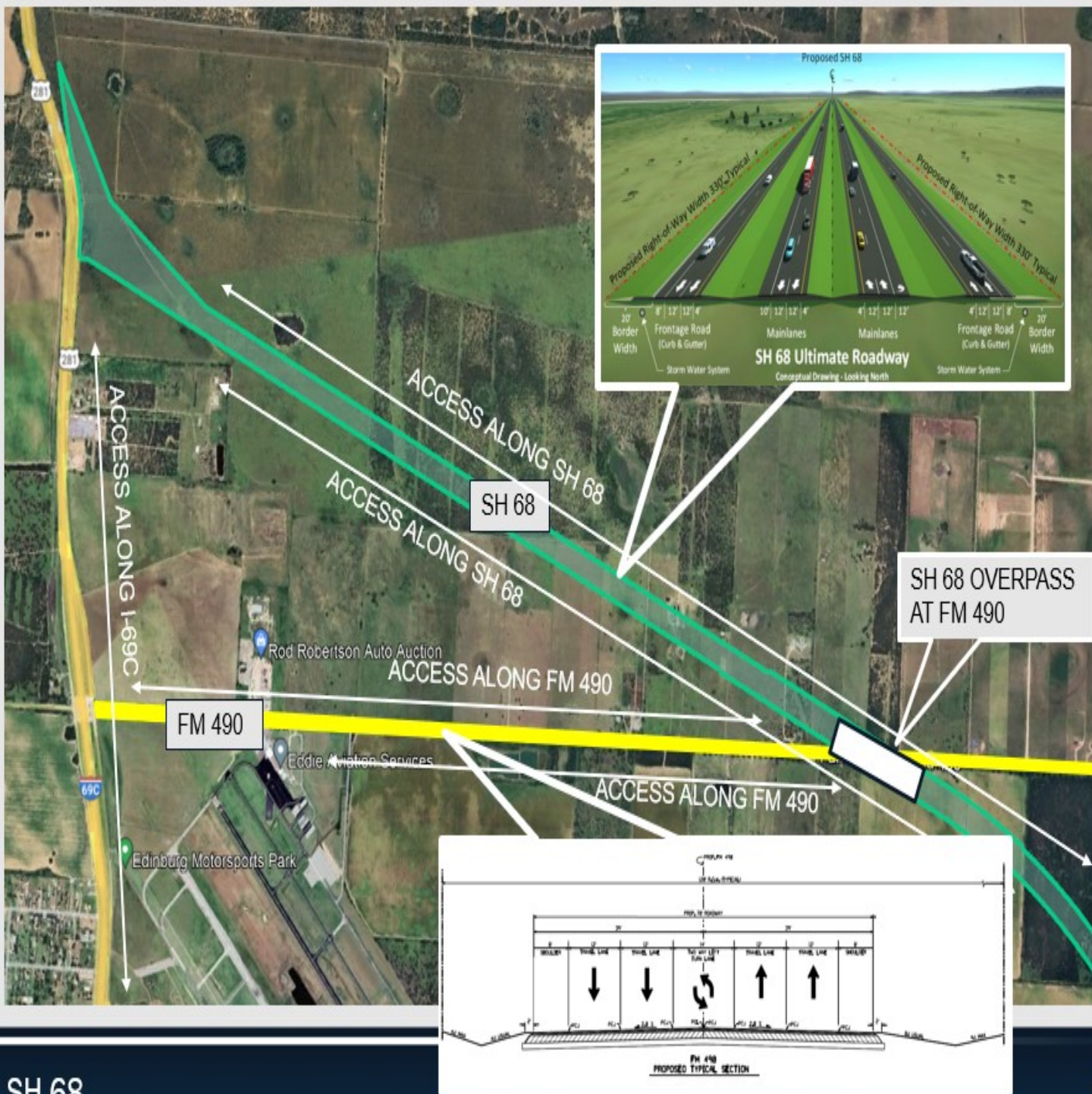
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

EXHIBIT A

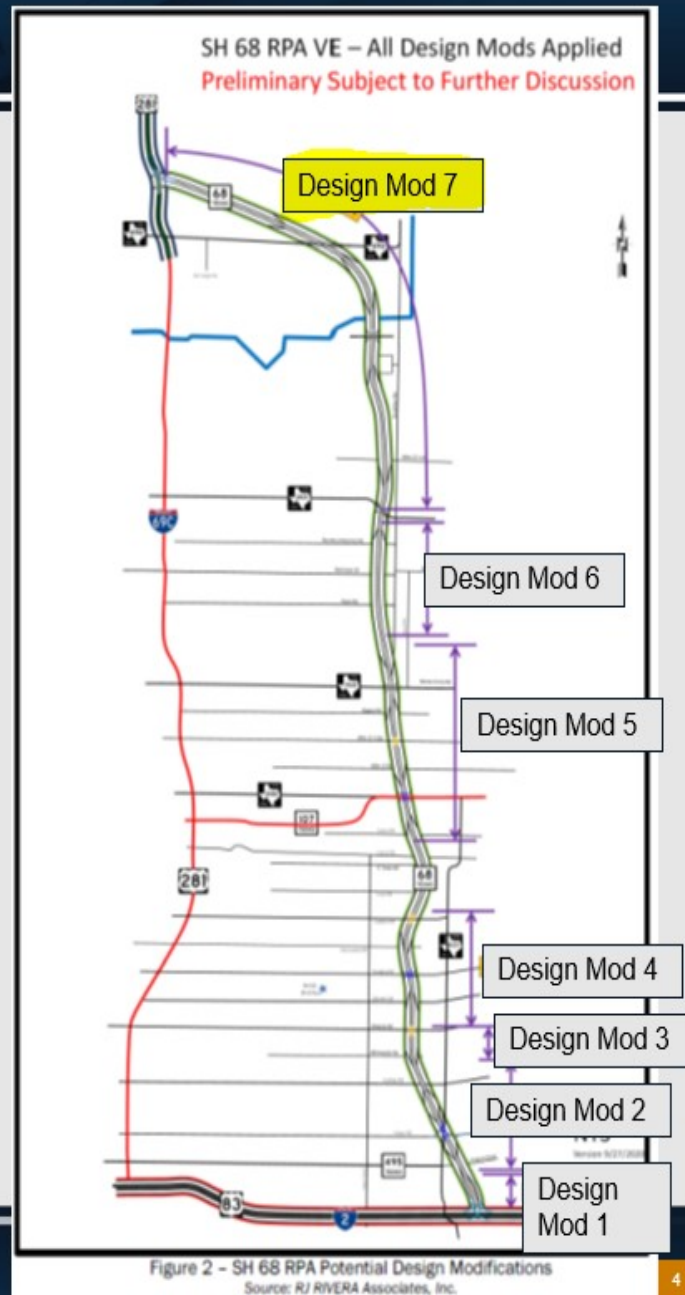
SH 68 & FM 490 LAYOUT AND TYPICAL SECTIONS



SH 68

Design Modification Route (DMR)

- 7 DESIGN MODIFICATIONS WERE ASSESSED BETWEEN FALL OF 2019 AND EARLY 2021
- MODIFICATIONS RESULTED FROM:
 - PUBLIC INPUT
 - VALUE ENGINEERING STUDY
 - FURTHER DRAINAGE CONSIDERATIONS (ADDITIONAL IMPACTS NOT CONSIDERED IN THE DEIS).
 - REDUCE THE TOTAL NUMBER OF IMPACTS
- DESIGN MODIFICATION #7 REVISED SH 68 ALIGNMENT BETWEEN FM 2812 TO US 281 / I-69C.
- ANTICIPATING IN RECEIVING FINAL ENVIRONMENTAL IMPACT STATEMENT IN MAY / JUNE 2024





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 25, 2024

MEETING DATE: November 4, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service Contract with 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. **(TABLED)** 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:

Imelda Perez
Ruben Rosales
David Friedlein
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/25/2024
Approved - 11/1/2024
Approved - 11/1/2024
Approved - 11/1/2024
Approved - 11/1/2024
Final Approval - 11/1/2024



Quote Issued 10/9/2024

Quote # 24-447-647

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

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

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	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

Mh Count	Address	Depth In Feet	Total Sf	Sf Cost \$44 each	Ring /Cover \$2,750 Each	Bench \$700 Each	Total Cost Each
1	1303 E. Cynthia	4.417	55.48	\$2,441.12	\$2,750.00	\$700.00	\$5,891.12
2	501 W. Hawk	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
3	230 W. Juarez	20	251.2	\$11,052.80	\$2,750.00	\$700.00	\$14,502.80
4	903 W. Egly	11	138.16	\$6,079.04	\$2,750.00	\$700.00	\$9,529.04
5	705 W. Warren	11	138.16	\$6,079.04	\$2,750.00	\$700.00	\$9,529.04
6	515 W. Bell	9	113.04	\$4,973.76	\$2,750.00	\$700.00	\$8,423.76
7	346 W. Boone Ave	9	113.04	\$4,973.76	\$2,750.00	\$700.00	\$8,423.76
8	330 W. Boone Ave	9	113.04	\$4,973.76	\$2,750.00	\$700.00	\$8,423.76
9	1283 W. New Combe Park	7.5	94.2	\$4,144.80	\$2,750.00	\$700.00	\$7,594.80
10	1210 W. Frontage/Interstate 2	8.197	112	\$4,928.00	\$2,750.00	\$700.00	\$8,378.00
11	1001 W/ E. Wright	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
12	1005 Atho/Caffery	10	125.6	\$5,526.40	\$2,750.00	\$700.00	\$8,976.40
13	821 E. Cortez	5.5	69.08	\$3,039.52	\$2,750.00	\$700.00	\$6,489.52
14	900 W. Ironwood	7.667	96.3	\$4,237.20	\$2,750.00	\$700.00	\$7,687.20
15	157 N. Palm	6.5	81.64	\$3,592.16	\$2,750.00	\$700.00	\$7,042.16
16	211 N. Palm Dr	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
17	800 N. Huisache	8.833	110.95	\$4,881.80	\$2,750.00	\$700.00	\$8,331.80
18	800 N. Canna/Audrey	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
19	500 N. Esperanza/Bell	8.25	103.62	\$4,559.28	\$2,750.00	\$700.00	\$8,009.28
20	1937 N. Hibiscus	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
21	1900 N. Hibiscus	5.25	65.94	\$2,901.36	\$2,750.00	\$700.00	\$6,351.36
22	1800 N. Hibiscus	5.75	72.22	\$3,177.68	\$2,750.00	\$700.00	\$6,627.68
23	825 N. Dogwood	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84
24	4004 N. Cage	15.583	195.73	\$8,612.12	\$2,750.00	\$700.00	\$12,062.12
25	400 S. Birch	12.5	157	\$6,908.00	\$2,750.00	\$700.00	\$10,358.00
26	188 S. Cage	7.5	94.2	\$4,144.80	\$2,750.00	\$700.00	\$7,594.80
27	912 E. Bell Ave	4.5	56.52	\$2,486.88	\$2,750.00	\$700.00	\$5,936.88
28	914 E. Lucas	4.5	56.52	\$2,486.88	\$2,750.00	\$700.00	\$5,936.88
29	200 S. Gardenia	6.893	85.83	\$3,776.52	\$2,750.00	\$700.00	\$7,226.52
30	100 E. Jones	6.93	87.01	\$3,828.44	\$2,750.00	\$700.00	\$7,278.44
31	100 E. Jones	6	75.36	\$3,315.84	\$2,750.00	\$700.00	\$6,765.84

Total sf 3114

Total cost \$243,966.00

Mobilization Cost \$3,500

\$247,466.00

No Payment & Performance Bond

← CASA RD



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 75C

Date: 6-3-24

Location: 1303 E. Cynthia (back)

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☐

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☐ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☐

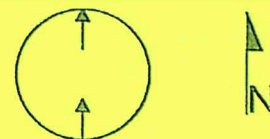
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☐ Casting ☒ Walls ☒

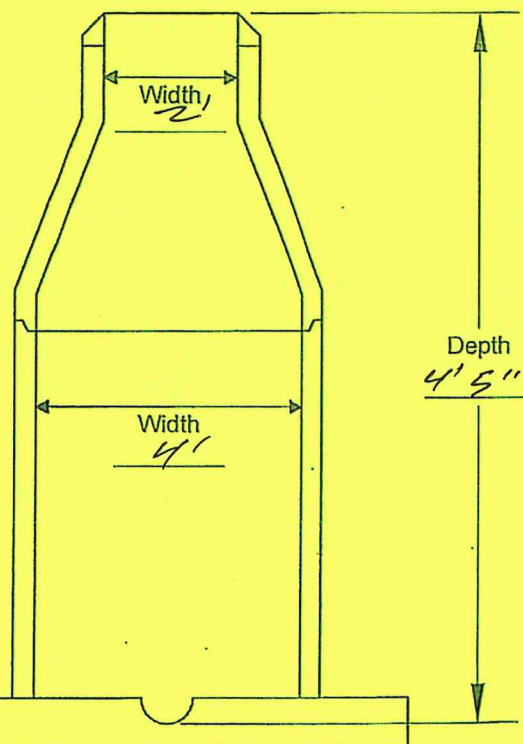
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab ASAP
Walls Deteriorating
Need to Replace Rm + L.L.

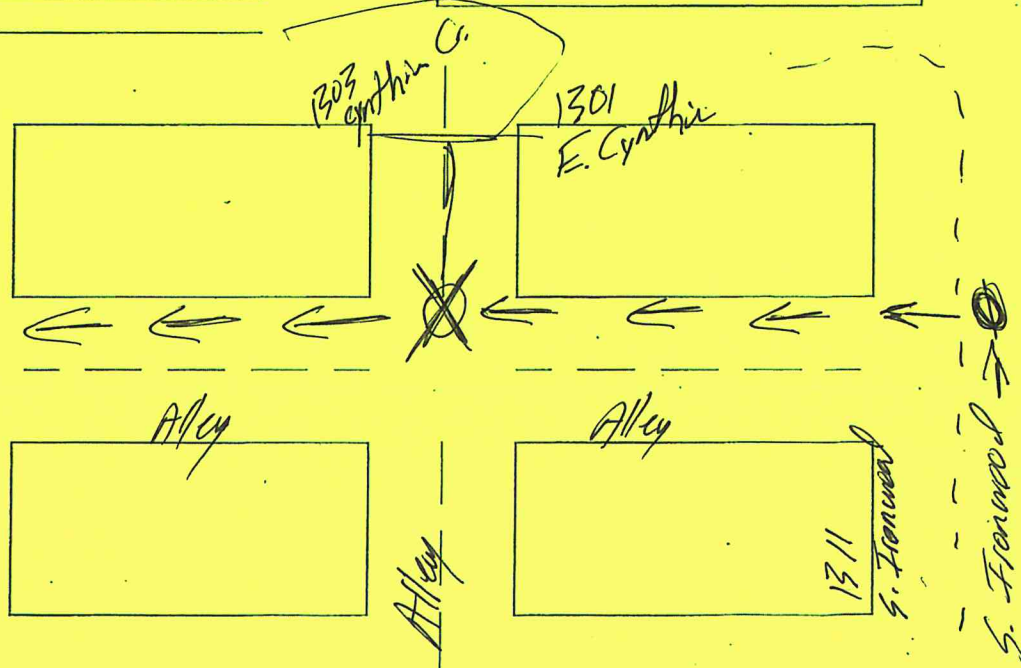
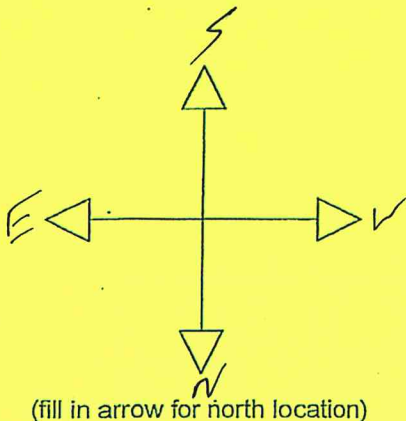
Inlets & Outlets



24" Steel



Field Location:





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 10-1-24

Location: 501 W HAWK

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

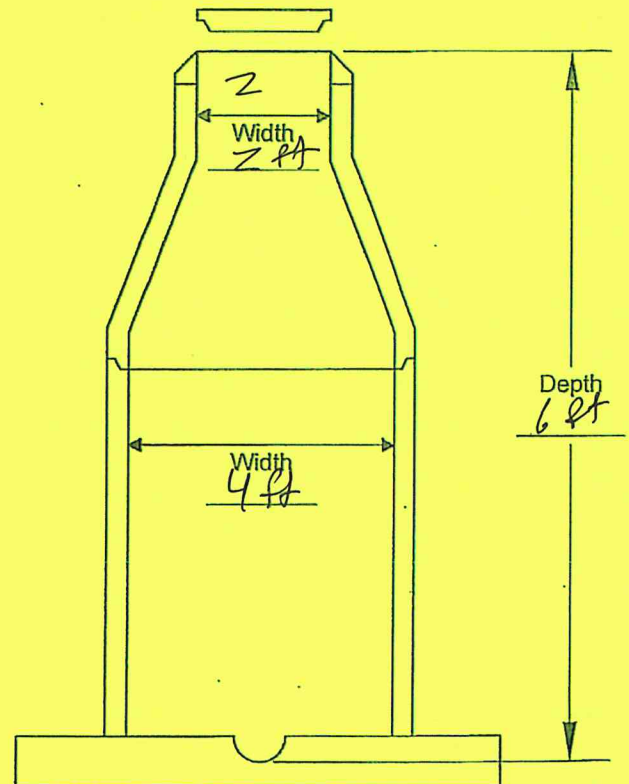
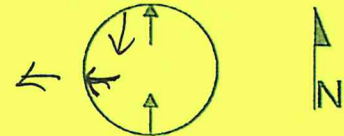
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

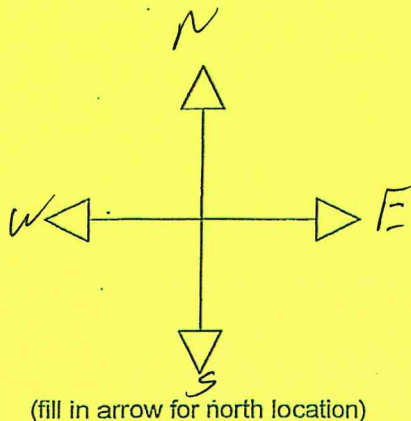
Bench Condition: Good ☐ Poor ☒

Comments: Needs Re Hub

Inlets & Outlets



Field Location:



501
W. Hawk

N. PACE

430
W. Hawk

501 W.
Hawk

429
W. Hawk



Pharr
Public Utilities



Manhole Inspection Form

Customer: 734

Date: 8-28-24

Location: 230 W. Javarz

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☐ or Non-Steel ☒

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☐ 32" ☒

Cover Condition: Good ☐ Fair ☒ Poor ☐

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☐ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☒ Poor ☐

Apron Condition: Good ☐ Fair ☐ Poor ☐

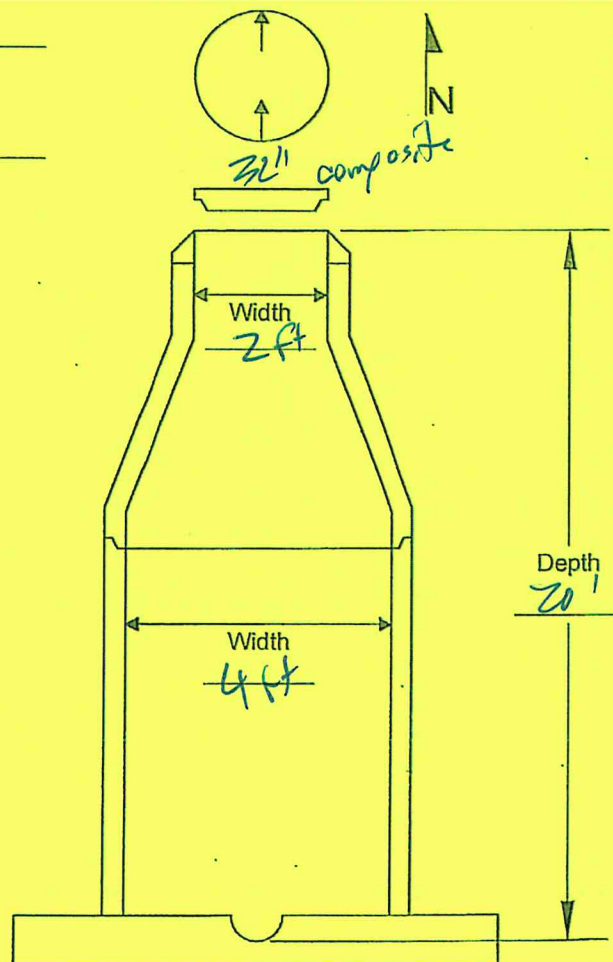
Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

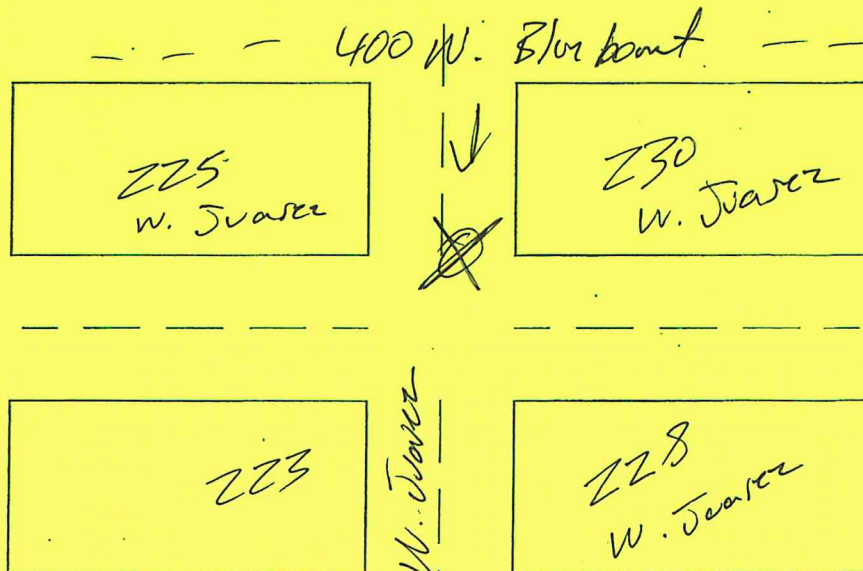
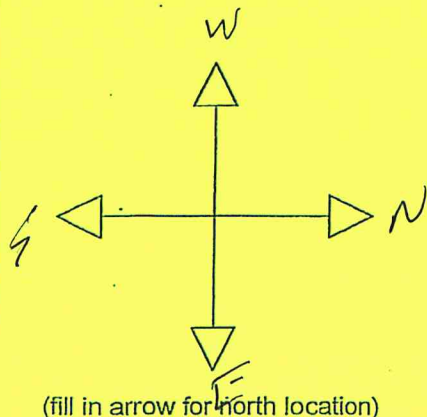
Bench Condition: Good ☐ Poor ☒

Comments: Will Need Rehab
walls

Inlets & Outlets



Field Location:





Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit - 756

Date: 10-1-24

Location: 903 W Egly

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☒ Precast ☐ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

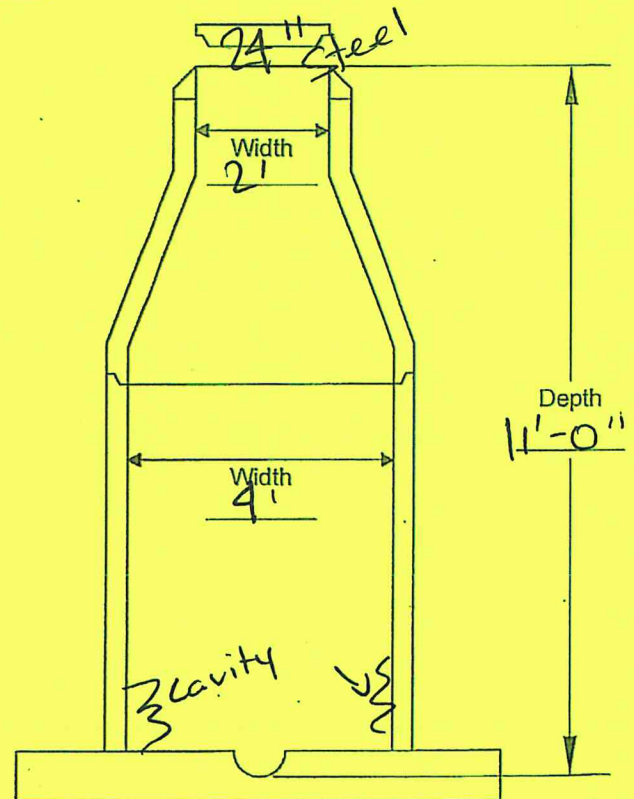
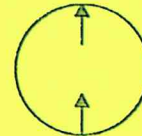
Infiltration: ☐ Yes ☒ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

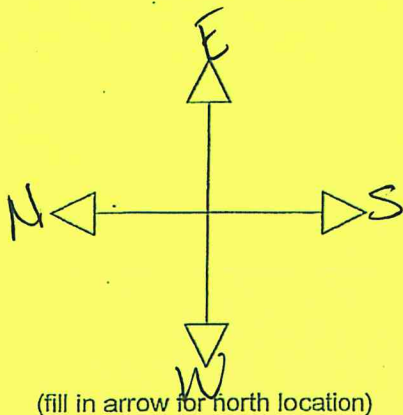
Bench Condition: ☐ Good ☒ Poor

Comments: Will need Rehab
Cavities forming at bottom
Floor needs Rehab.
Replace lid with Composite

Inlets & Outlets



Field Location:



Cali Carranza
Sunset Village

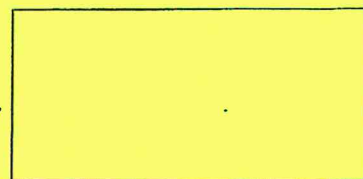
Entrance

Sunset Village

W Egly

903 W Egly

Alley





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 10-7-24

Location: 705 W Warren

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☒ Precast ☒ Brick ☐ Fiberglass ☒ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

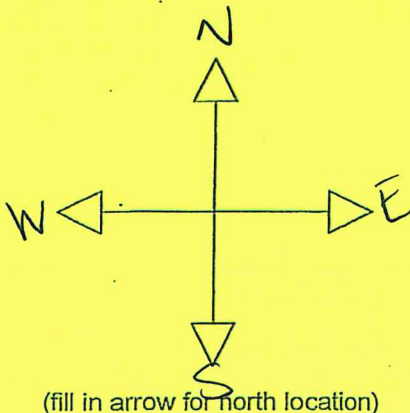
Infiltration: ☒ Yes ☐ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

Bench Condition: ☐ Good ☒ Poor

Comments: Needs Rehab

Field Location:



Grey House

W Warren

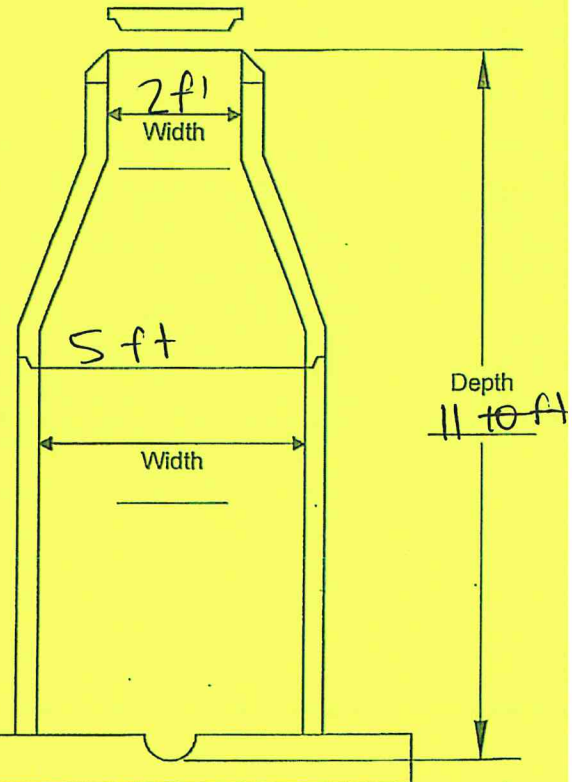
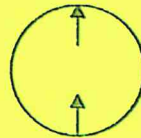
Lacks
Clearance

N. Hibiscus

Empty Lot

Lacks
Clearance

Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 9-13-24

Location: 515 W Bell

MH ID: _____

Present Use: ☒ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☐ Precast ☒ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

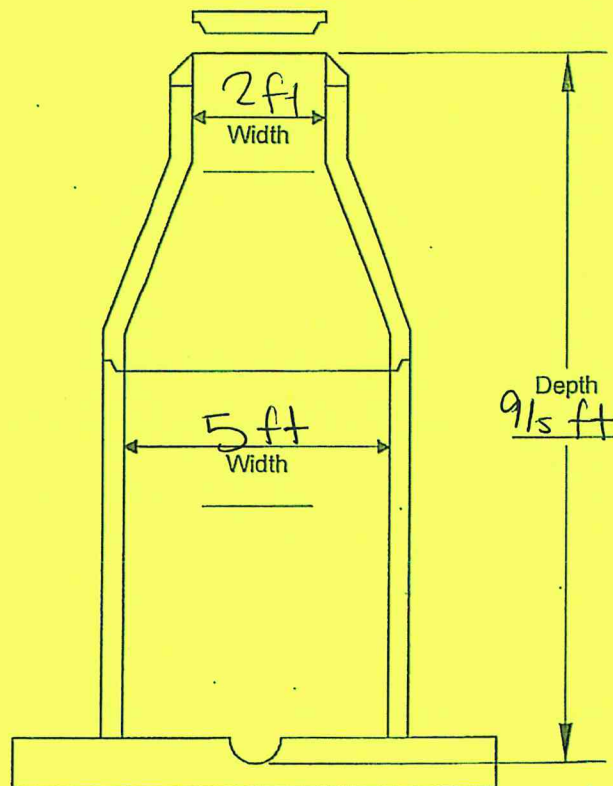
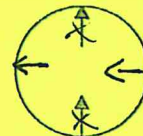
Infiltration: ☒ Yes ☐ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

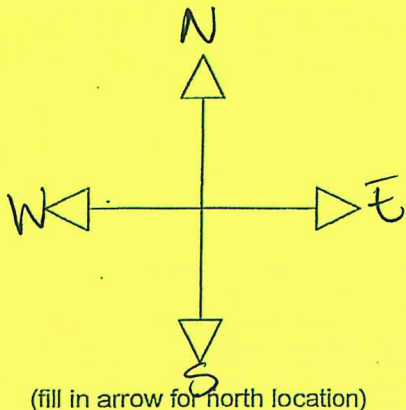
Bench Condition: ☐ Good ☒ Poor

Comments: Needs Rehab (ASAP)

Inlets & Outlets



Field Location:



Yellow House

504 W Bell

515 W Bell (X)

511 W Bell



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 9-17-24

Location: 346 W Boone Ave

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☐

Riser Rings: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

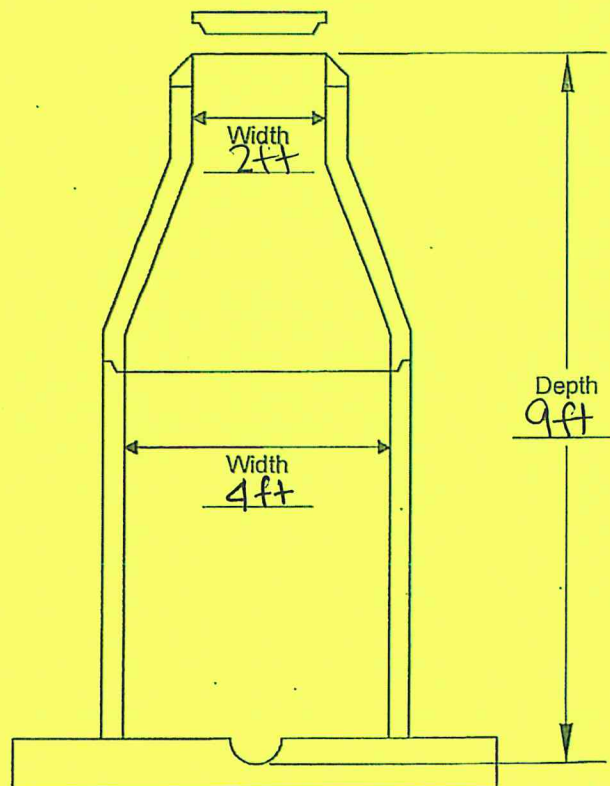
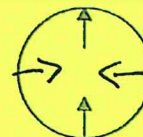
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

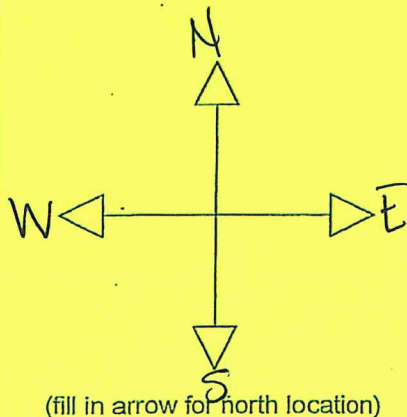
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Inlets & Outlets



Field Location:



407 W Jones Ave

325 W Jones Ave

②

W Boone Ave

406 W Sam Houston

307 W Boone

Sam Houston Ave

S Bluebonnet



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 8-5-24

Location: 330 W Boone Ave

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☐ Precast ☒ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

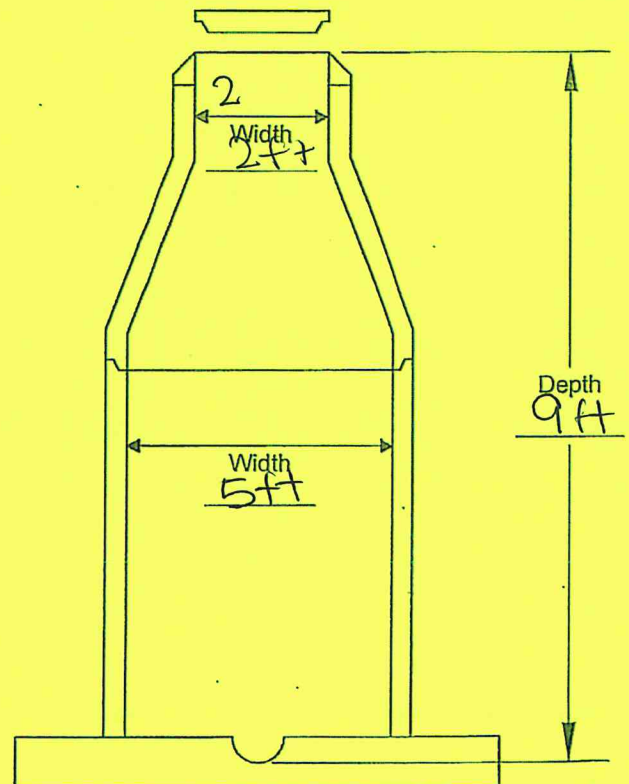
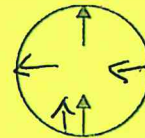
Infiltration: ☒ Yes ☐ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

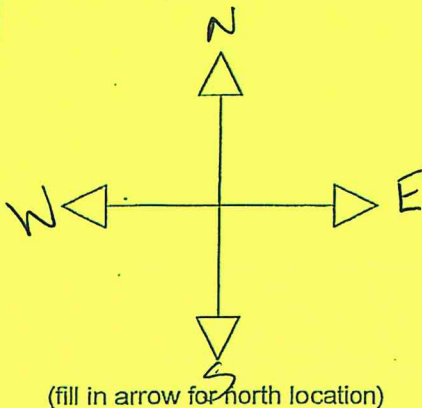
Bench Condition: ☐ Good ☒ Poor

Comments: Needs Rehab

Inlets & Outlets



Field Location:



329 W
Jones Ave

W Boone Ave

307 W Boone
Ave
(Lot)

W Sam Houston Ave

325 W
Jones Ave

Red
house

S Bluebonnet



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 8-22-24

Location: 1283 W Newcombe (Park)

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☐ Precast ☒ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

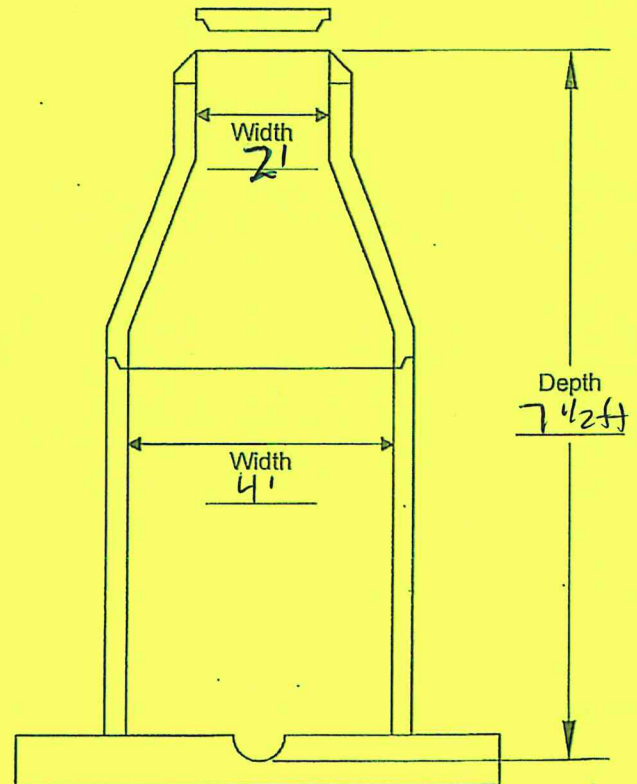
Infiltration: ☒ Yes ☐ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

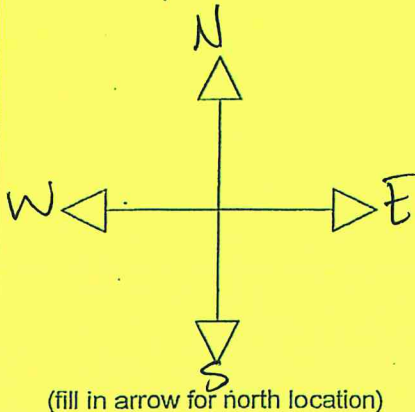
Bench Condition: ☐ Good ☒ Poor

Comments: Needs Rehab

Inlets & Outlets



Field Location:



112 S Casa

125 S Casa

W Newcombe (Park)

Top Golf

201 S Casa

S Casa 124



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 756

Date: 8-23-24

Location: 1210 W Frontage Interstate 2

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☐ Above ☒ 4" Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☒ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

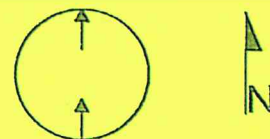
Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

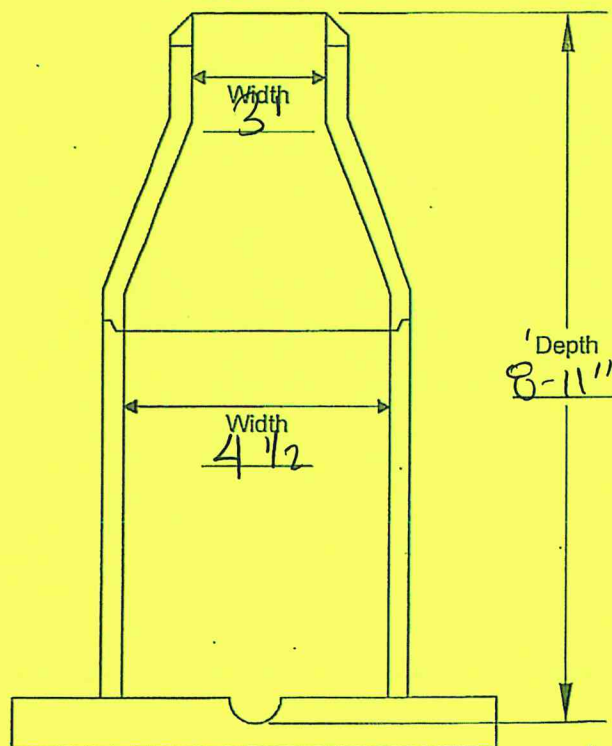
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab bricks falling
Floor needs Rehab
Inverts are broken
Needs to Replace Lid w/ composite

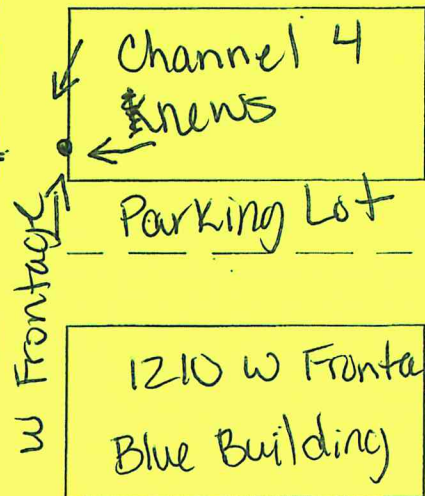
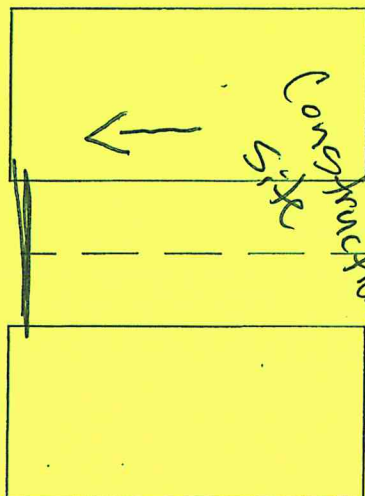
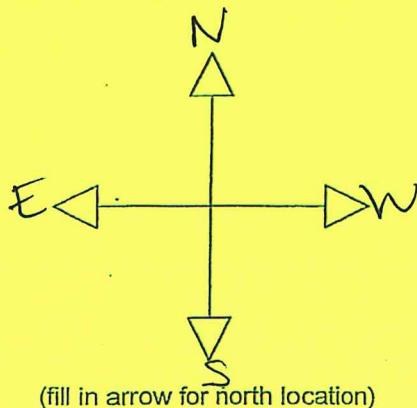
Inlets & Outlets



24" Steel



Field Location:



1210 W Frontage
Blue Building



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 7-9-24

Location: 1001 E Wright

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

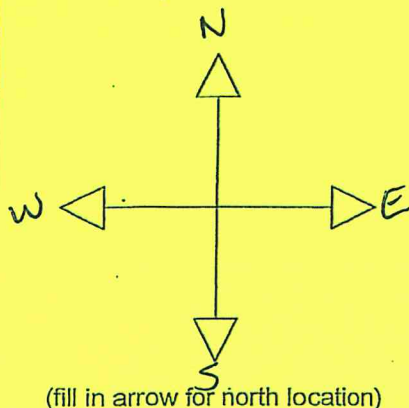
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Field Location:

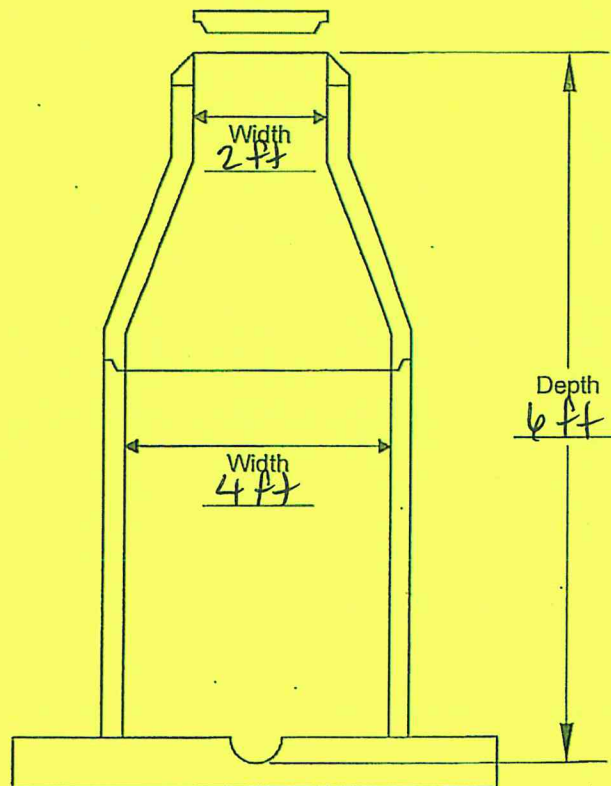


E Egly

914 E Egly

911 E Wright

Inlets & Outlets



Ironwood
N:

1002 E Egly

(X)

1001 E Wright

E Wright



Pharr
Public Utilities



Manhole Inspection Form

Customer: 754

Date: 7-25-24

Location: 100 S. Athol / Caffery

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ ☒

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

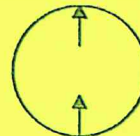
Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

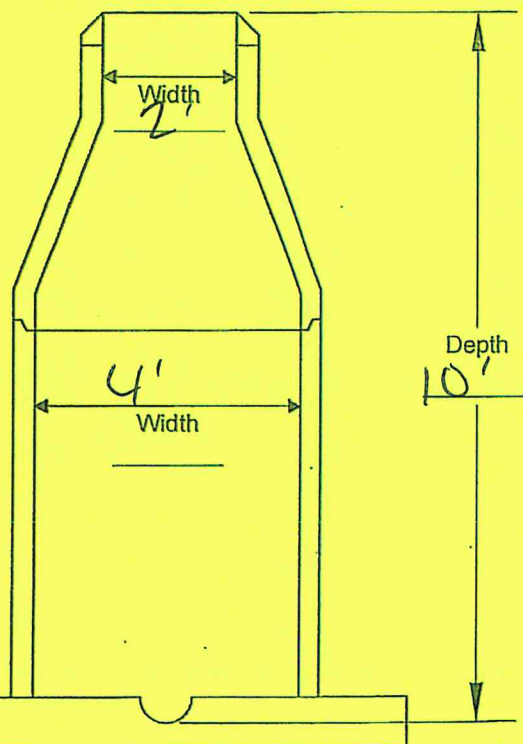
Comments: Will need rehab.
bricks fallin off. Floor needs
rehab.

Replace 24" Lid with Composite
Lid

Inlets & Outlets



24" steel



Field Location:

S



(fill in arrow for north location)

Parking
Lot

129
E Caffery

Alley

Alley

Gray
Building

E. Park (Newcombe)



Pharr
Public Utilities



Manhole Inspection Form

Customer: _____

Date: 6-4-24

Location: 821 E Cortez

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

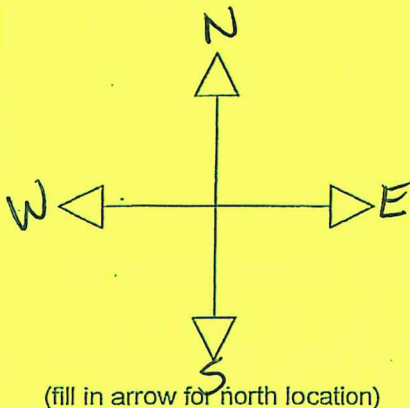
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Field Location:



(fill in arrow for north location)

White + Purple
house

Yellow
House

E. Cortez

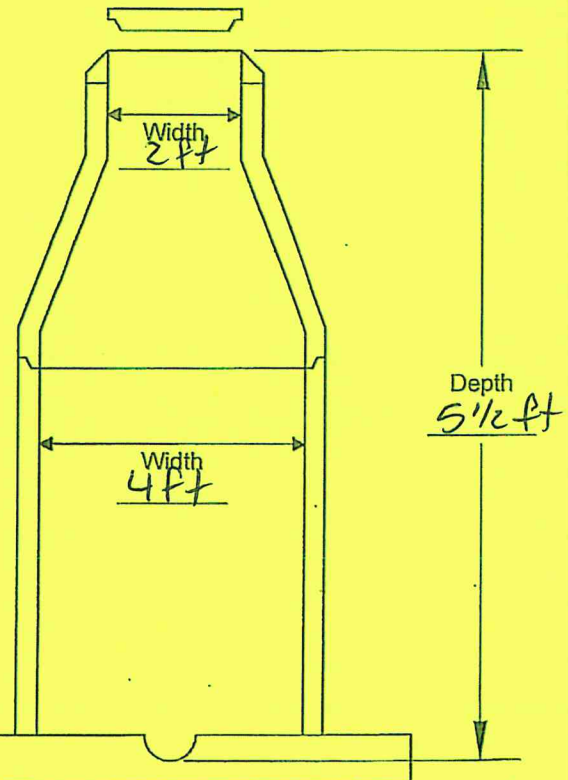
N Huysache

E. San Antonio

Brown House

Grey
House

Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 756

Date: 6-7-24

Location: 900 N. Ironwood

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☒ Poor ☐

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

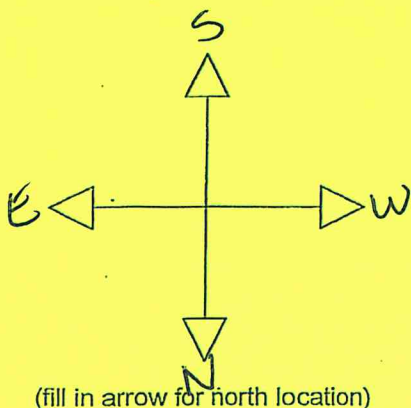
Bench Condition: Good ☐ Poor ☒

Comments: Will need rehab

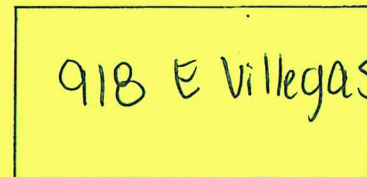
brick falling - floor will need rehab too.

Will need new Rim + lid Composite

Field Location:



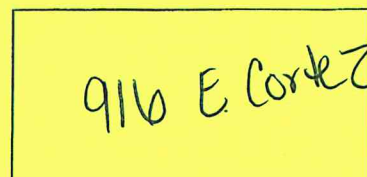
E. Villegas



Alley

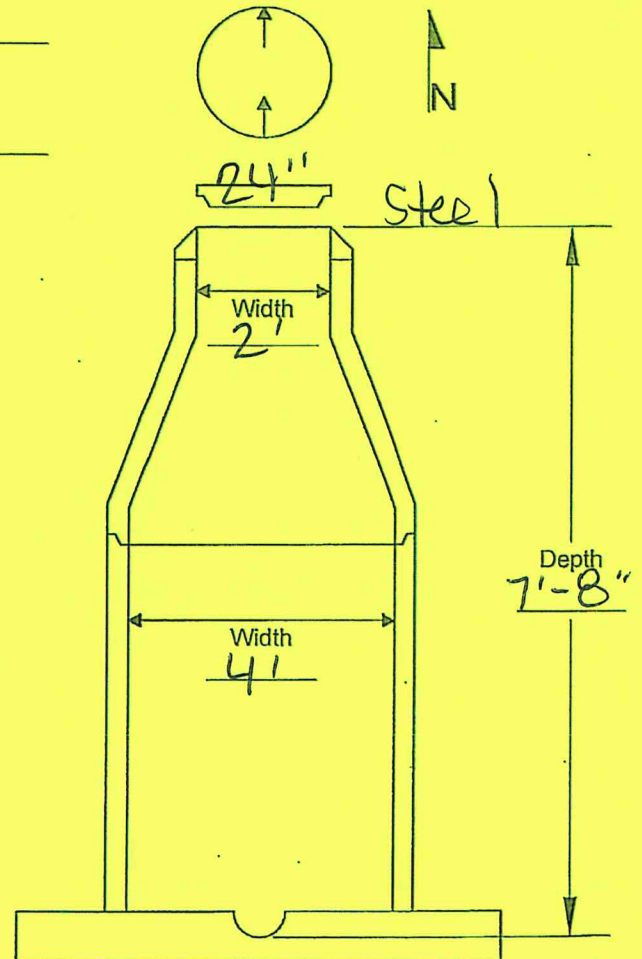


Alley



E. Cortez

Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 6-18-29

Location: 157 N Palm

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

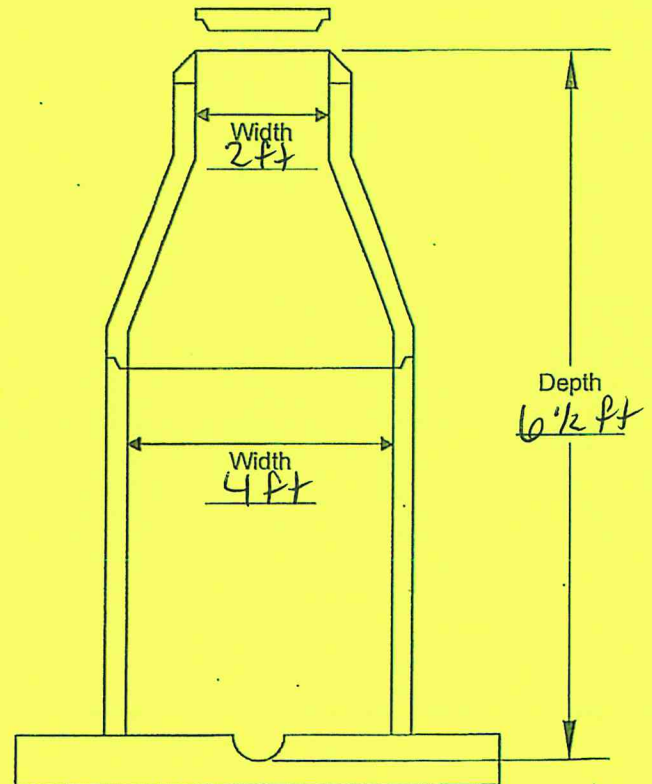
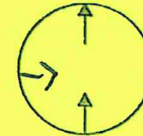
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

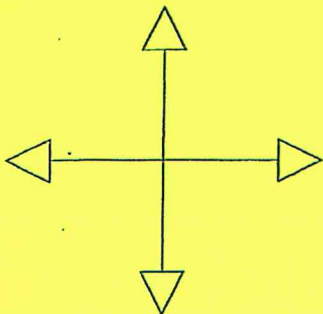
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Inlets & Outlets



Field Location:



(fill in arrow for north location)

McCoys

200 N Palm

White
101 N Palm

100 N Palm



Pharr
Public Utilities

Manhole Inspection Form

Customer: City of Pharr

Date: 10-4-24

Location: 211 N PALM DR

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

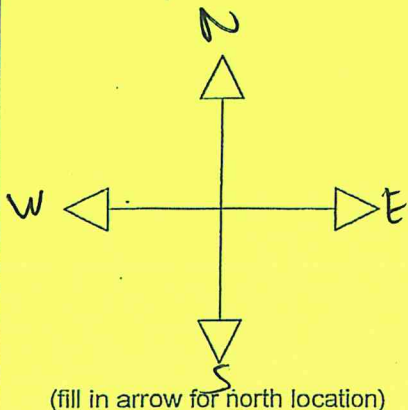
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

Comments: NEEDS REHAB

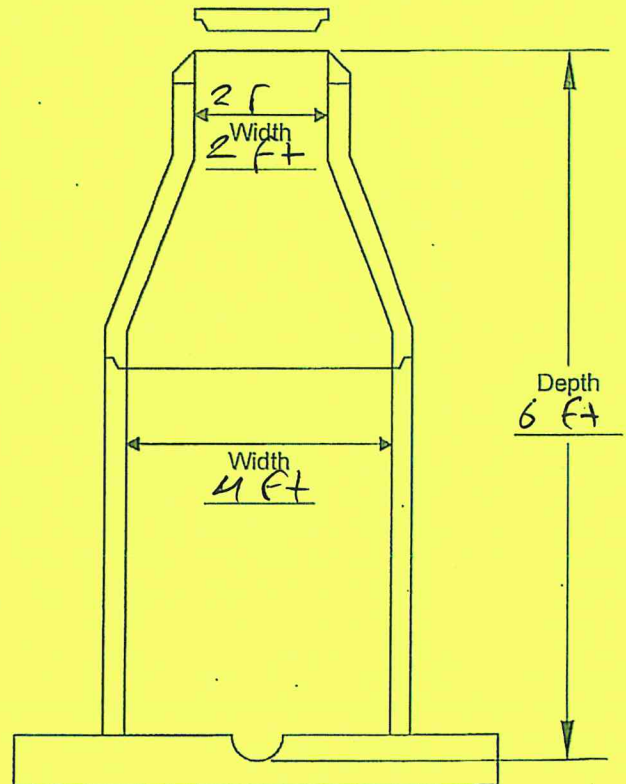
Field Location:



MC
COYS

MC
COYS

Inlets & Outlets



302
N PALM

200
N PAL



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 756

Date: 5-6-24

Location: 800 N. Huisache

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☒ Poor ☐

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☒ Poor ☐

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

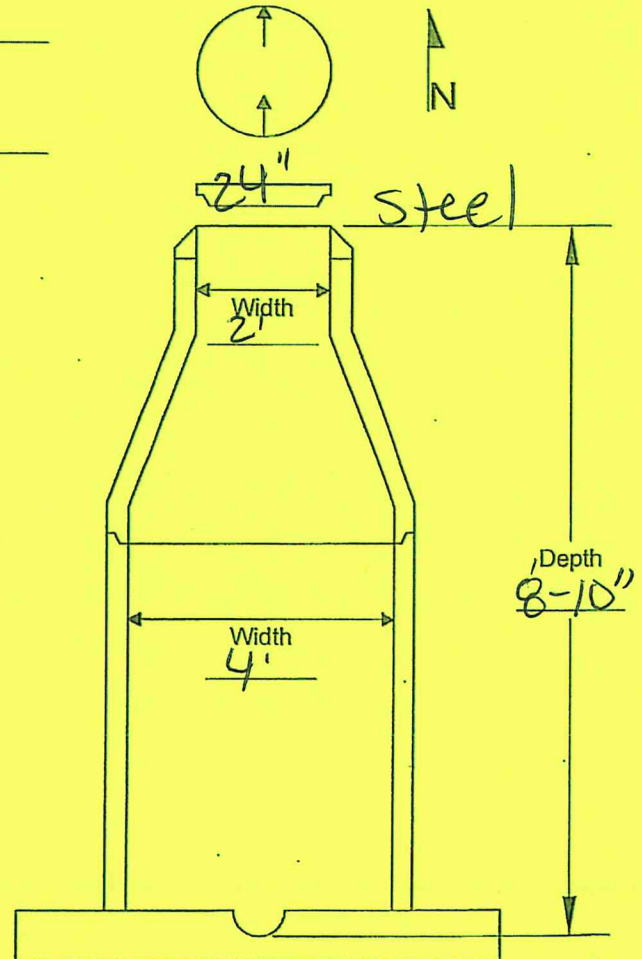
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab missing
bricks.

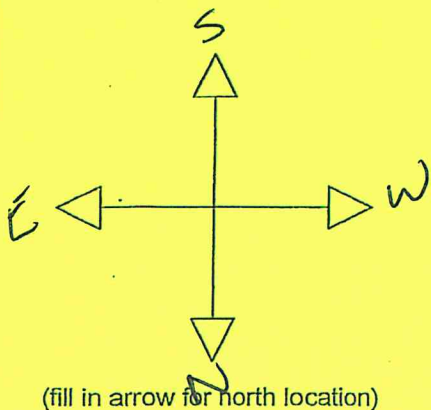
floor needs Rehab too.

Replace lid to Composite

Inlets & Outlets



Field Location:



Gray
White House

2 story
House

White
House

Beige
House

800 BIK N. Huisache

w. Chapa

Alley

Alley

w. Villegas



Date: Unit - 750

MH ID: _____

723
N. Canning



Pharr
Public Utilities



Manhole Inspection Form

Customer: 3114124
Date: Unit 754

Location: 500 N Esperanza w. Bell

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☒ 0

Manhole Type: ☐ Precast ☒ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

Infiltration: ☐ Yes ☒ No

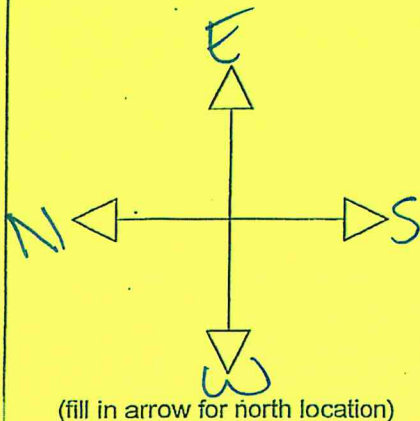
Where: ☒ Pipe ☐ Invert ☐ Casting ☐ Walls

Bench Condition: ☐ Good ☒ Poor

Comments: S Bricks falling
off will need rehab A.S.A.P

floor will need rehab
and fit Invert
Replace lid w/ composite

Field Location:



504
w. Bell
white
house

Yellow
House

↑
Bell
↓

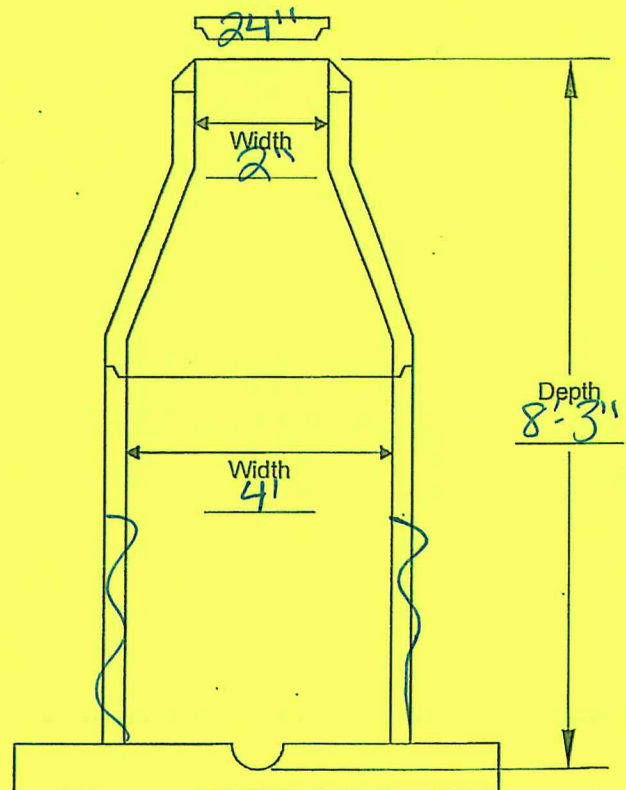
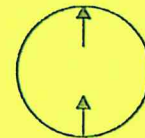
←
Alley

511
w. Bell

Esperanza →

515
w Bell

Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 4/11/24

Location: 1937 N Hibiscus

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

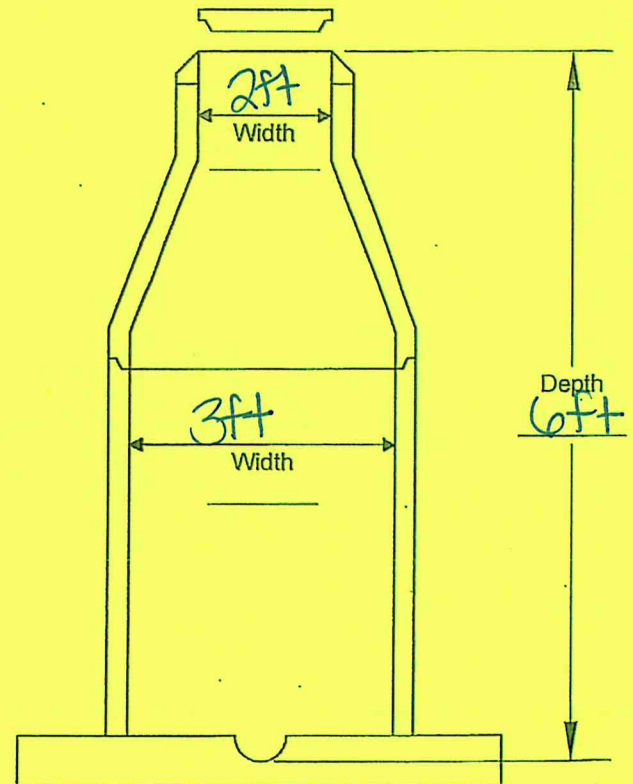
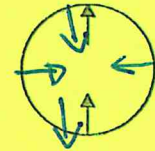
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

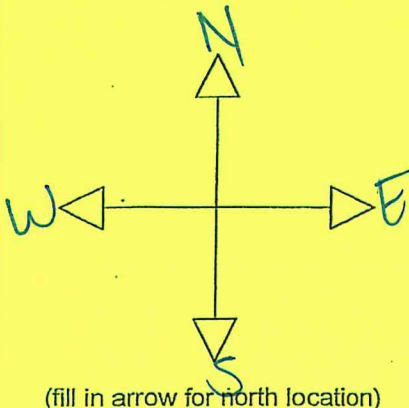
Bench Condition: Good ☐ Poor ☐

Comments: Need Rehab

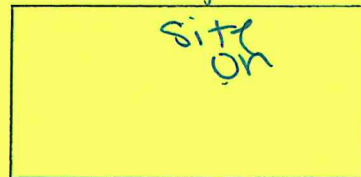
Inlets & Outlets



Field Location:

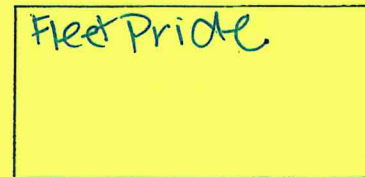


W Ferguson
Site on

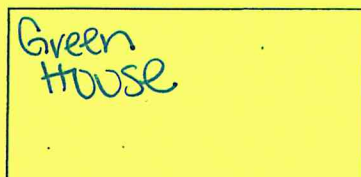


N Hibiscus

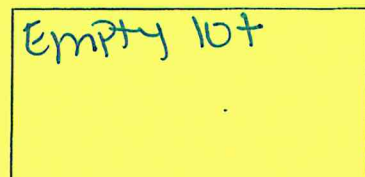
Fleet Priote



Green house



Empty lot



w lee



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 756

Date: 5/22/24

Location: 900 N Hibiscus

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☐ Above ☒ 1" Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☒ Poor ☐

Riser Rings: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☒ Poor ☐

Infiltration: Yes ☐ No ☒

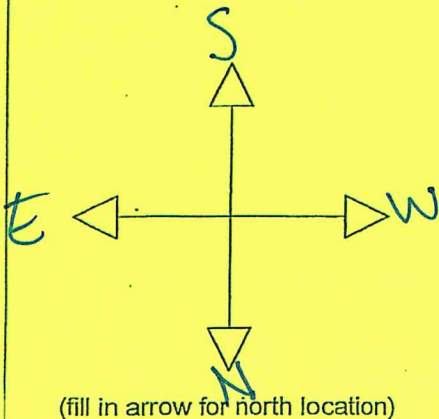
Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

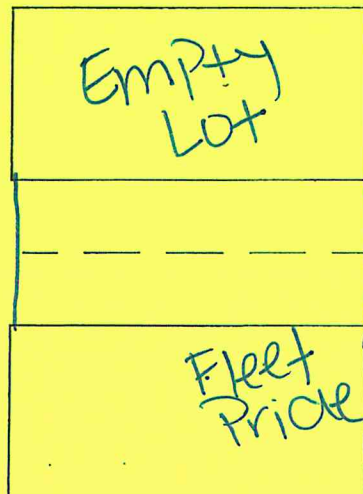
Comments: Need Rehab
floor need rehab too
invert broken... Needs to
be fix

change lid to composite.

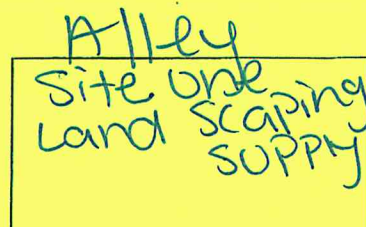
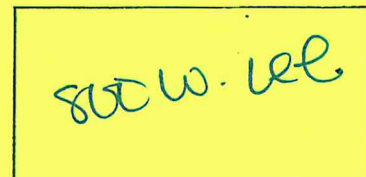
Field Location:



(fill in arrow for north location)

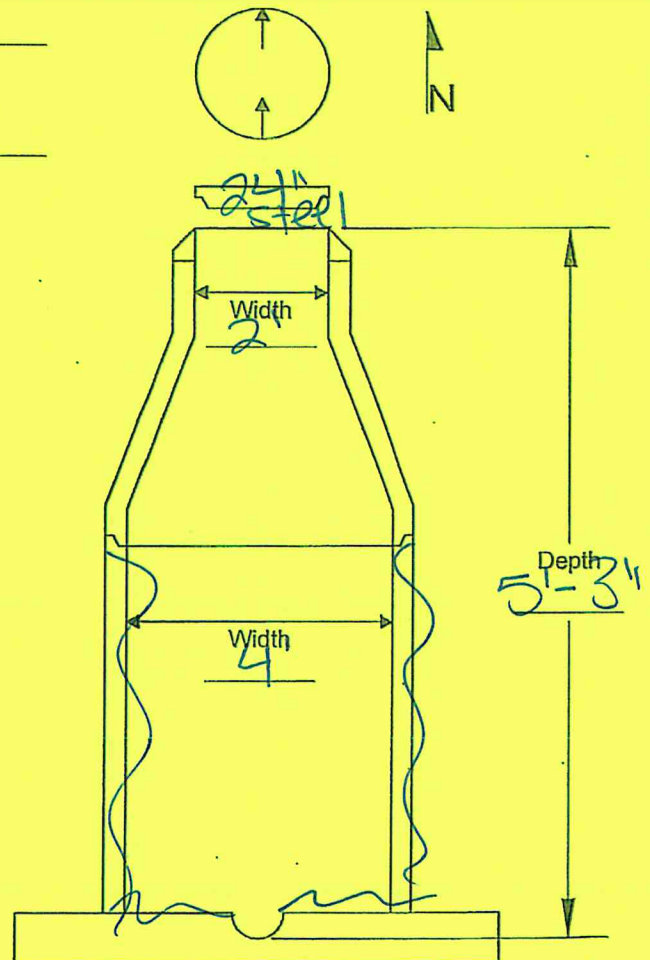


N Hibiscus



W Ferguson

Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 756
Date: 6/5/24

Location: 1800 N. Hibiscus

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☒ Poor ☐

Riser Rings: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

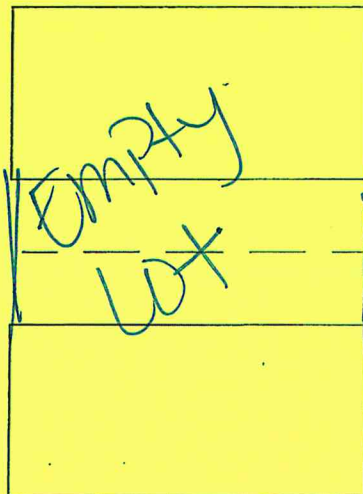
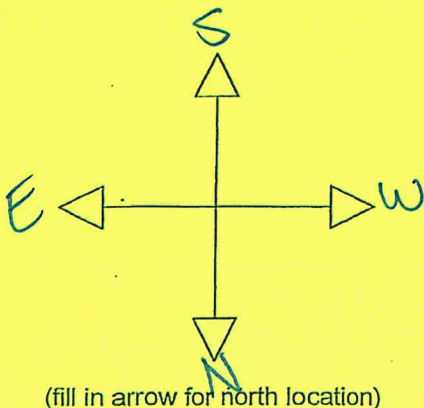
Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

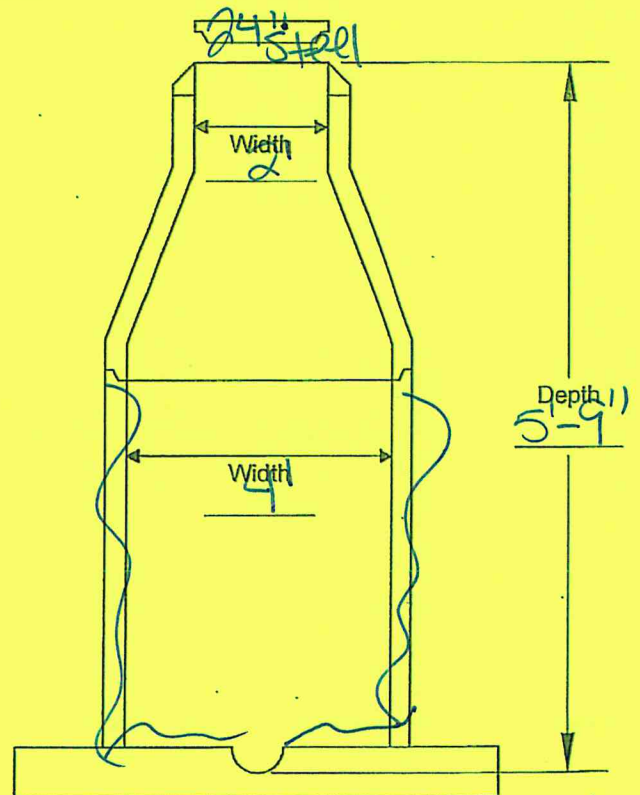
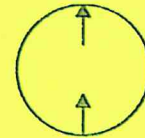
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab
floor tub. Invert broken too.
change lid to composite

Field Location:



Inlets & Outlets





Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 7/22/24

Location: 825 N Dogwood St

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

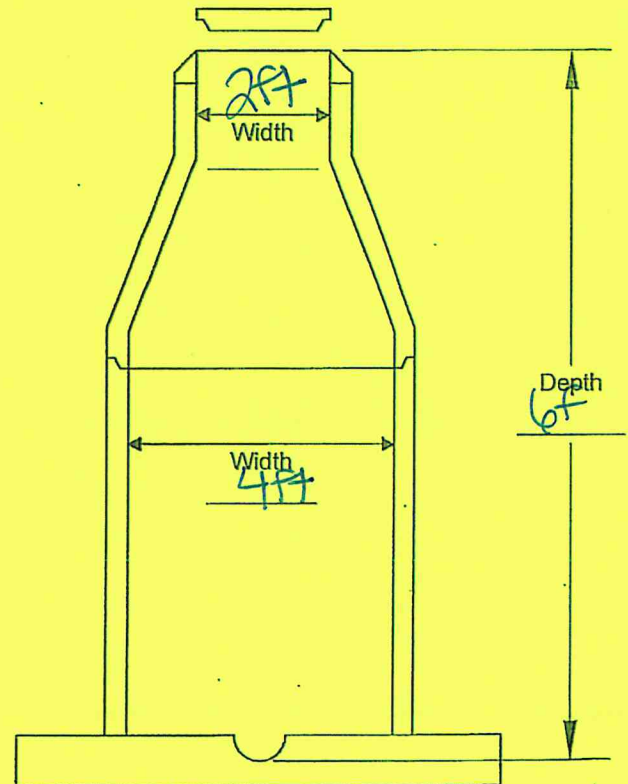
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

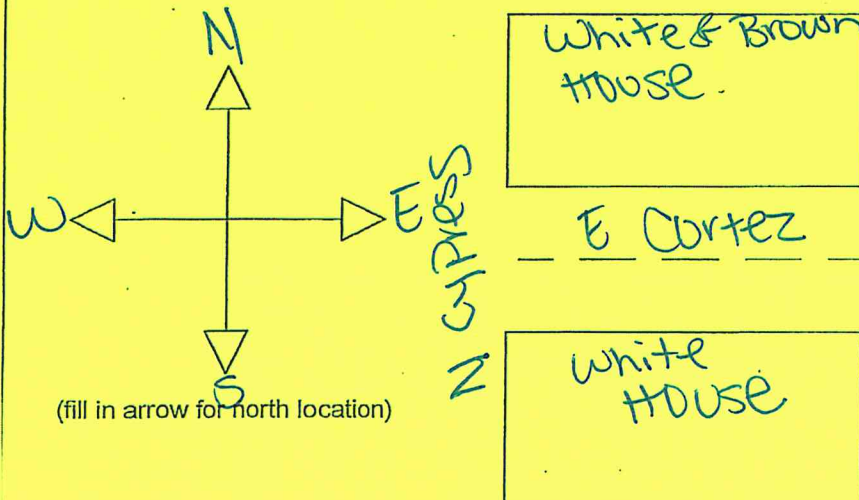
Bench Condition: Good ☐ Poor ☒

Comments: Need Rehab

Inlets & Outlets



Field Location:



(fill in arrow for north location)

Customer: Unit - 754

Date: 5-31-24

Location: 4004 N. CAGE

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☐ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

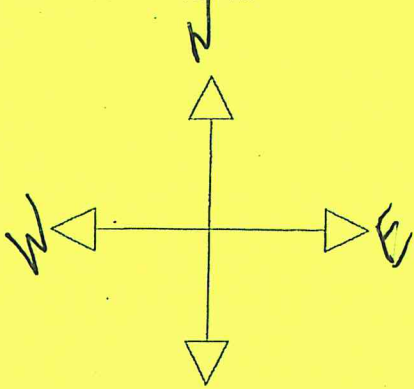
Bench Condition: Good ☐ Poor ☒

Comments: manhole deteriorating.

Floor Needs Rehab.

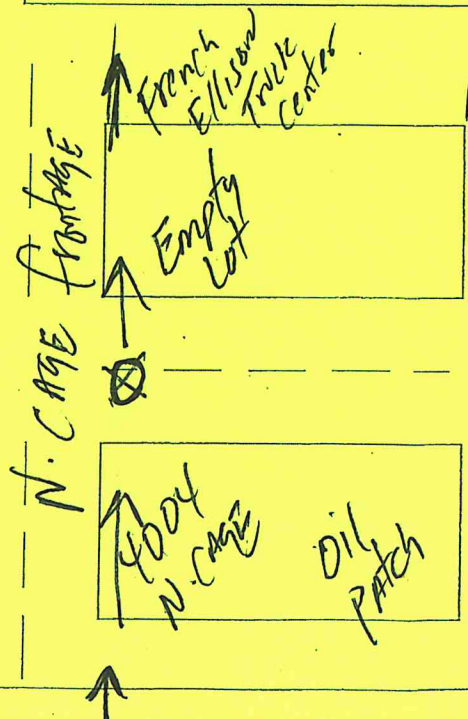
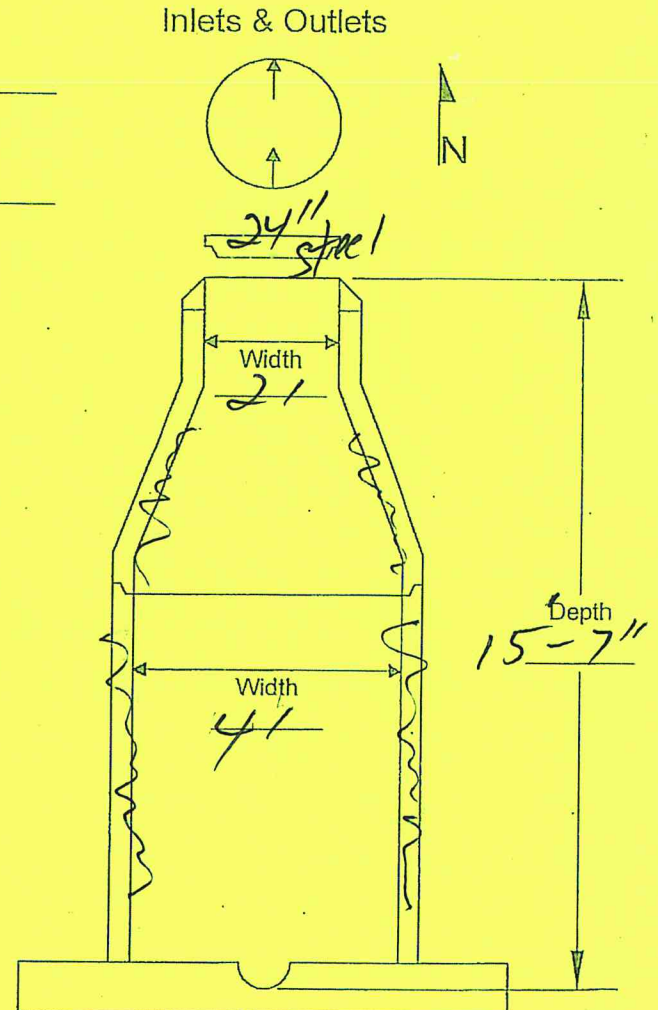
Replace Rim Lid w/ Composite

Field Location:



(fill in arrow for north location)

5





Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 754
Date: 8/9/24

Location: 400 S. Birch

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary ☐ Other: _____

Cover Type: ☐ Steel or ☒ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☐ 24" ☒ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☒ Precast ☐ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

Infiltration: ☐ Yes ☐ No

Where: ☐ Pipe ☐ Invert ☒ Casting ☐ Walls

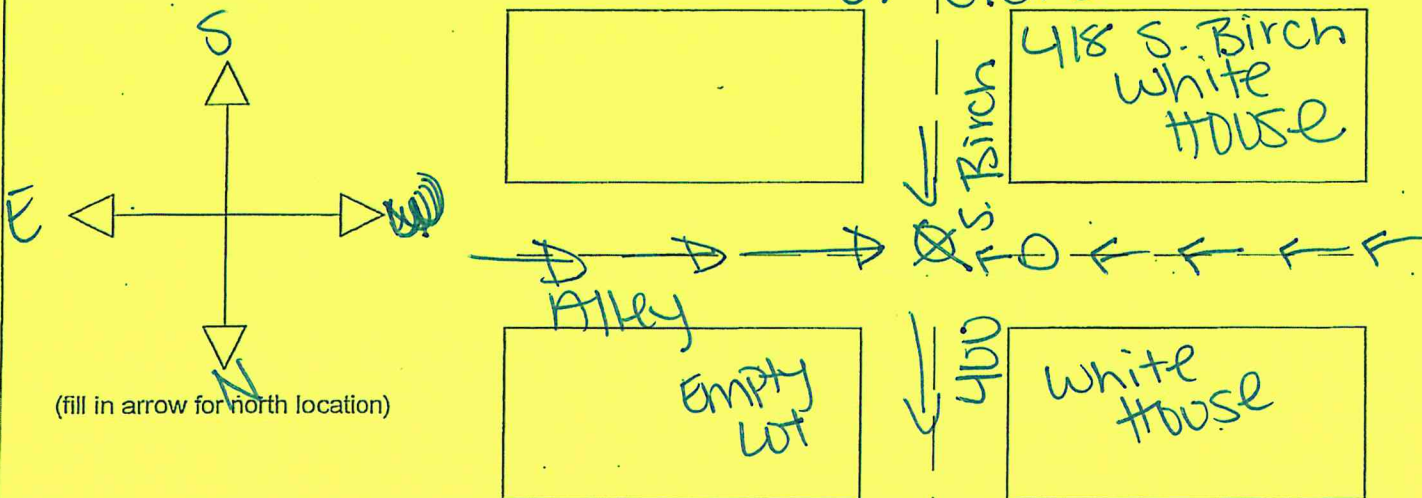
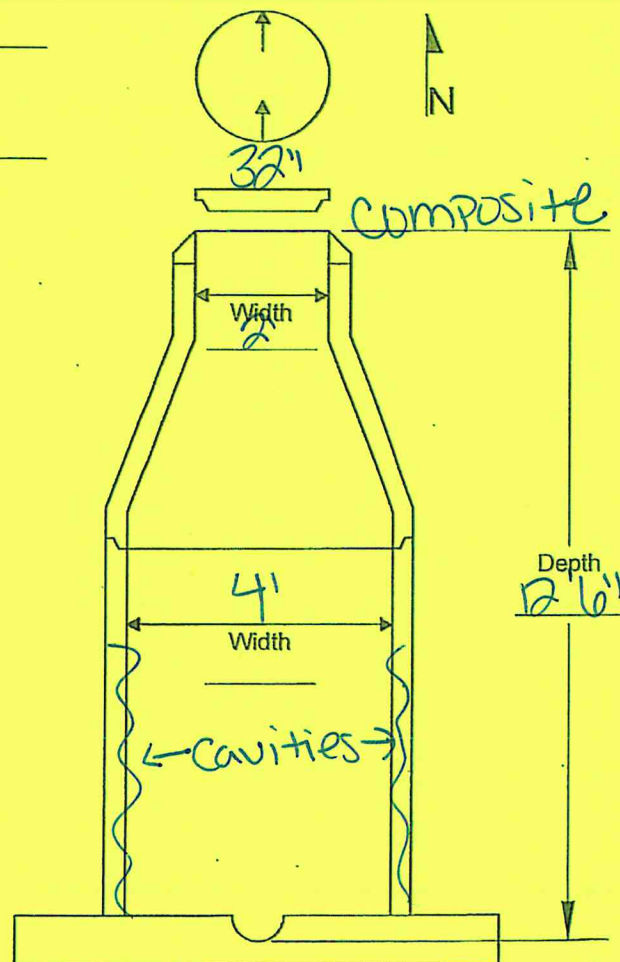
Bench Condition: ☐ Good ☒ Poor

Comments: Needs Rehab A.S.A.P
could be under warranty still

Floor needs Rehab too.

Field Location: _____

Inlets & Outlets



E. Gore

S. Birch

400 S. Birch

E. Kelly



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 5-14-24

Location: 188 S. Casa

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☐ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

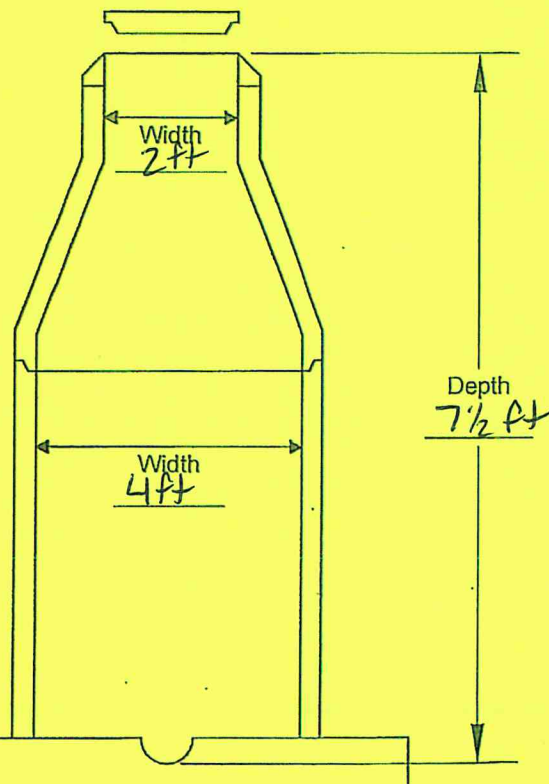
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

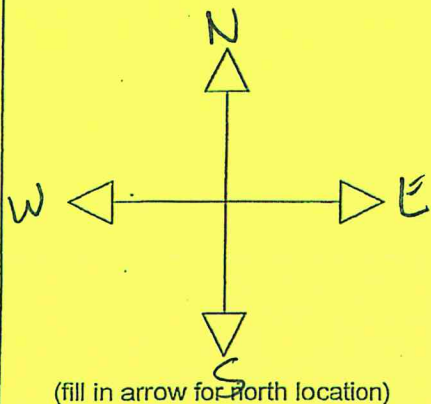
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Inlets & Outlets



Field Location:



112 S. Casa

W New Combe (Park)

Top Golf

S. Casa Rd.

125 S. Casa

201 S. Casa



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr

Date: 4-26-24

Location: 912 E Bell Ave

MH ID: _____

Present Use: ☐ Storm ☒ Sanitary Other: _____

Cover Type: ☒ Steel or ☐ Non-Steel

Grade to Manhole: ☒ Flush ☐ Above ☐ Below

Cover Diameter: ☒ 24" ☐ 32"

Cover Condition: ☐ Good ☐ Fair ☒ Poor

Riser Rings: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Manhole Type: ☐ Precast ☒ Brick ☐ Fiberglass ☐ Combination

Manhole Condition: ☐ Good ☐ Fair ☒ Poor

Apron Condition: ☐ Good ☐ Fair ☒ Poor

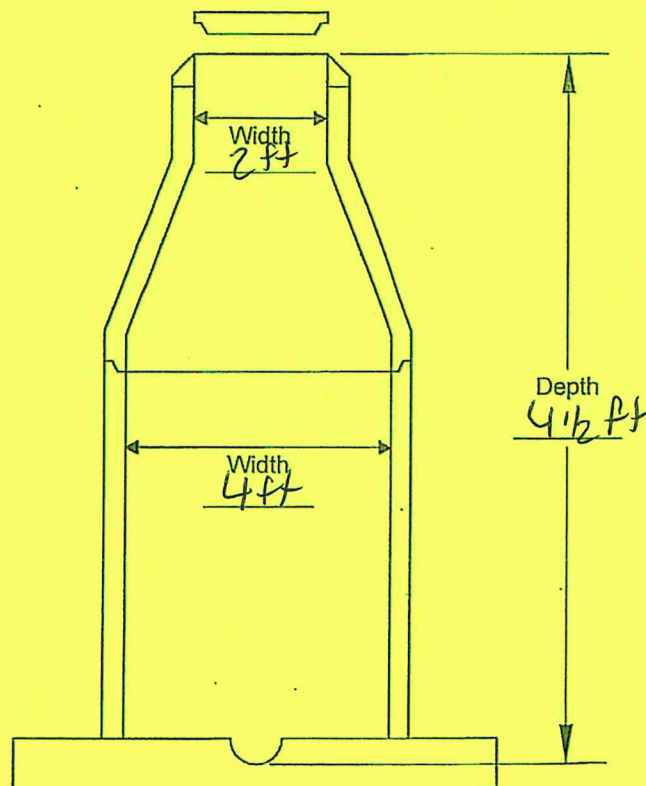
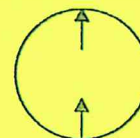
Infiltration: ☒ Yes ☐ No

Where: ☐ Pipe ☒ Invert ☐ Casting ☐ Walls

Bench Condition: ☐ Good ☐ Poor

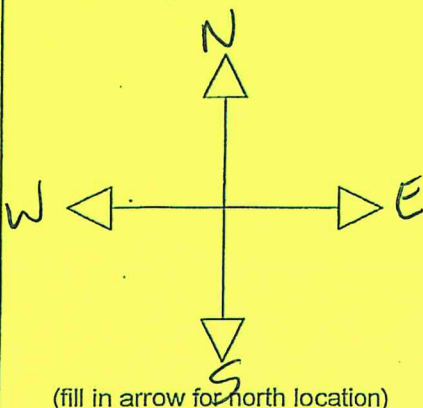
Comments: Needs Rehab

Inlets & Outlets



Field Location:

E. Bell Ave



912 E Bell Ave

1002 E Bell Ave

915 E Lucas Ave

1001 E Lucas Ave

E Lucas



Pharr
Public Utilities



Manhole Inspection Form

Customer: City of Pharr
Date: 5/7/24

Location: 914 E. Lucas

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

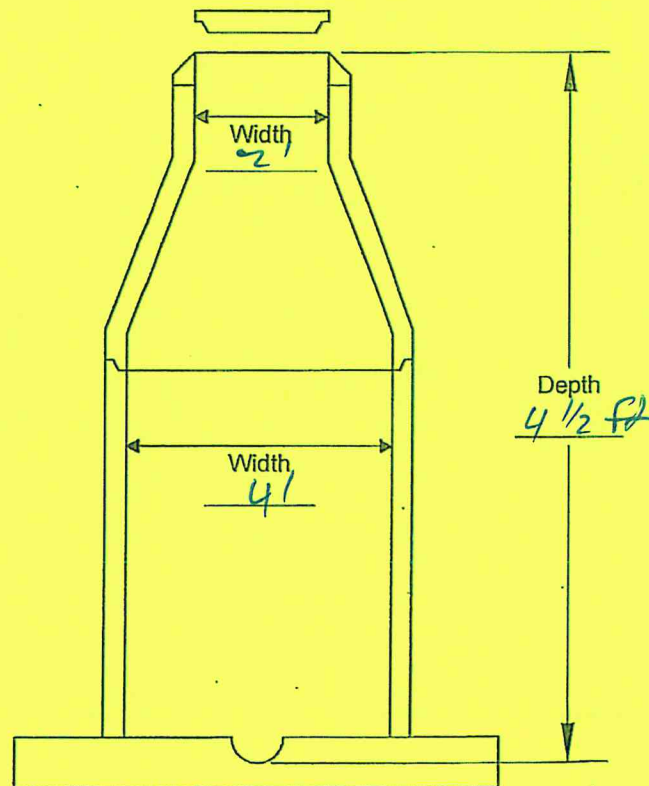
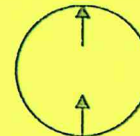
Infiltration: Yes ☒ No ☐

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

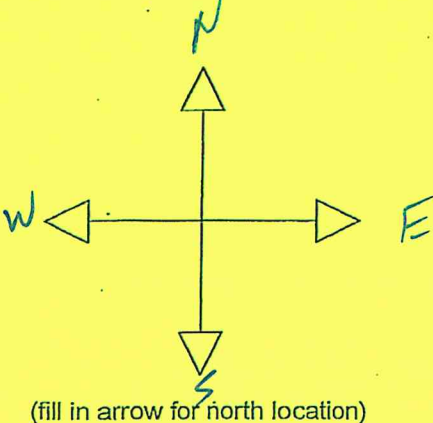
Bench Condition: Good ☐ Poor ☒

Comments: Needs Rehab

Inlets & Outlets



Field Location:



E. LUCAS

914 E. LUCAS
Ave

1002 E LUCAS
Ave

915 E
Juarez Ave

1001 E
Juarez Ave

E Juarez

N. Ironwood



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 754

Date: 4/23/24

Location: 200 S. Gardenia

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☒ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☐ Casting ☐ Walls ☐

Bench Condition: Good ☐ Poor ☒

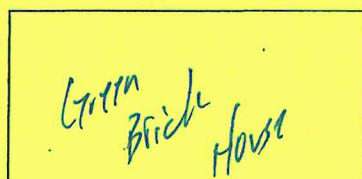
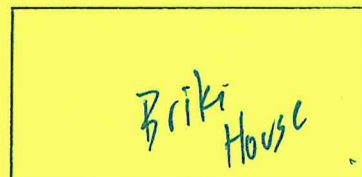
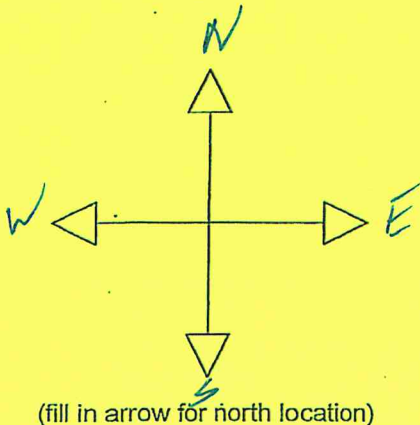
Comments: W.I. Need Rehab

Bricks falling off. Precast deteriorated

Also needs Rehab too

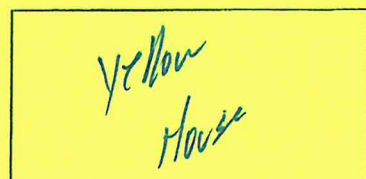
Replace Lid w/ Composite

Field Location:



W. Caffery

Gardenia
200 S.





Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 754

Date: 3/6/24

Location: 100 E. Jones

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☒ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

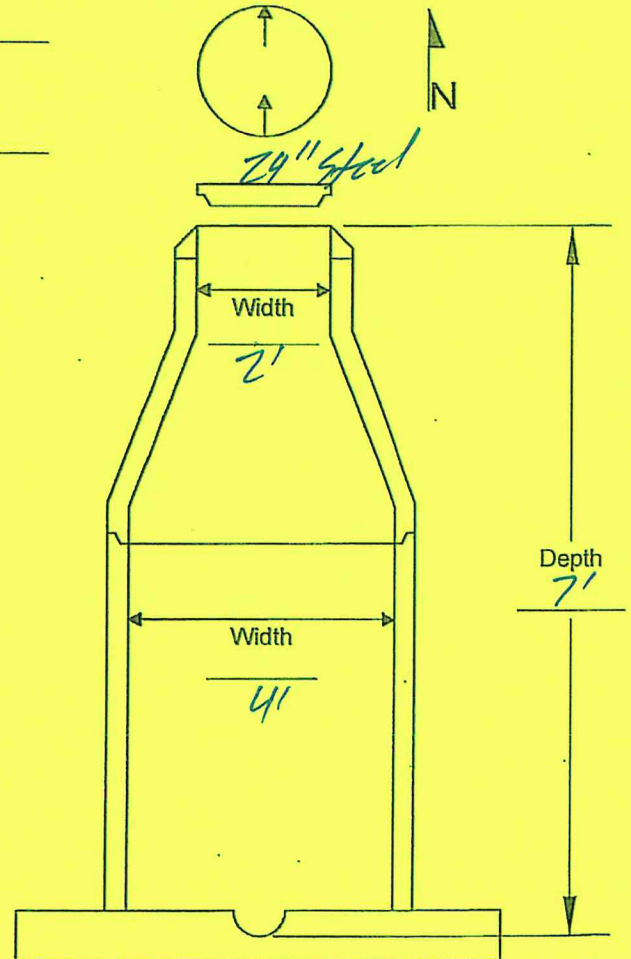
Bench Condition: Good ☐ Poor ☒

Comments: Rehab Bricks falling off

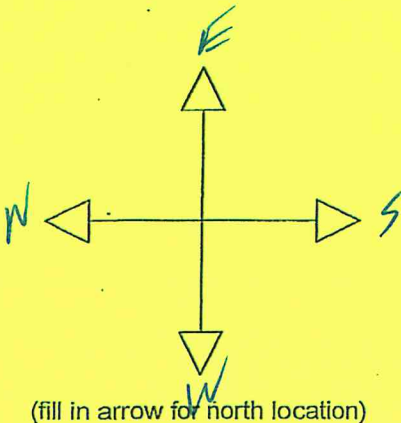
floor Needs Rehab too.

Replace lid w/ composite

Inlets & Outlets



Field Location:



Brown House

Alley

Sundeck Metals

Beige House

← ←

White House

100 E. Jones



Pharr
Public Utilities



Manhole Inspection Form

Customer: Unit 754

Date: 2/22/24

Location: 100 E. Jones

MH ID: _____

Present Use: Storm ☐ Sanitary ☒ Other: _____

Cover Type: Steel ☒ or Non-Steel ☐

Grade to Manhole: Flush ☒ Above ☐ Below ☐

Cover Diameter: 24" ☒ 32" ☐

Cover Condition: Good ☐ Fair ☐ Poor ☒

Riser Rings: 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

Manhole Type: Precast ☐ Brick ☒ Fiberglass ☐ Combination ☐

Manhole Condition: Good ☐ Fair ☐ Poor ☒

Apron Condition: Good ☐ Fair ☐ Poor ☒

Infiltration: Yes ☐ No ☒

Where: Pipe ☐ Invert ☒ Casting ☐ Walls ☐

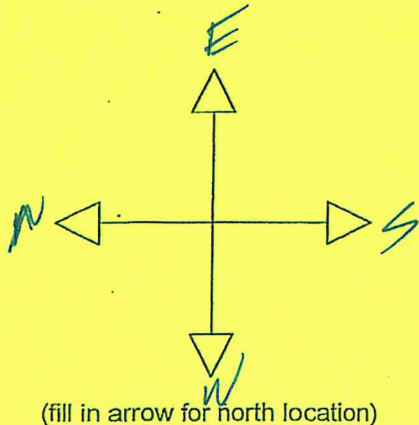
Bench Condition: Good ☐ Poor ☒

Comments: Rehab

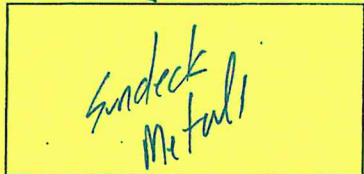
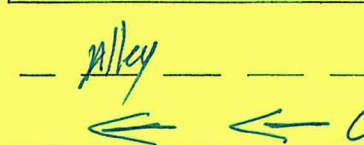
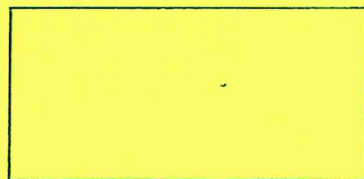
Bricks falling off 4poor needs

Rehab

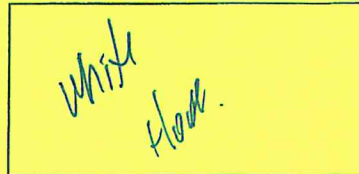
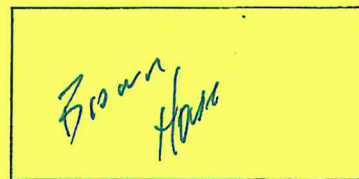
Field Location:



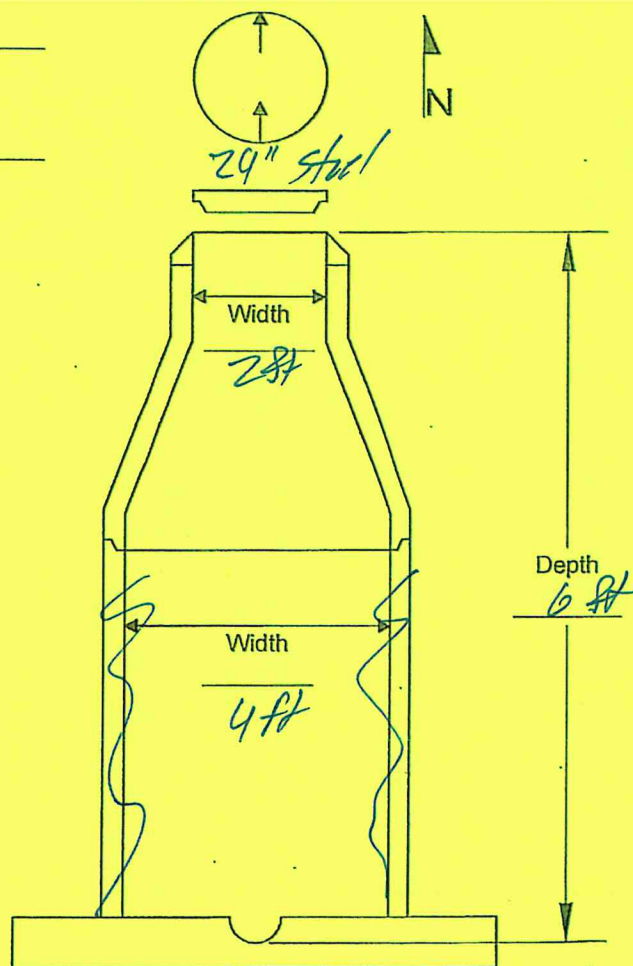
(fill in arrow for north location)



100 E. Jones



Inlets & Outlets





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Fire Department to provide Tactical Emergency Medical Technicians for the Law Enforcement Emergency Regional Response Team. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The City of Pharr Fire Department provides Tactical Emergency Medical Technicians in support of the Law Enforcement Emergency Regional Response Team (LEERRT), which is sponsored by the City of San Juan Police Department.

This Memorandum of Understanding between the San Juan Police Department and Pharr Fire Department establishes the purpose, terms and conditions for participation with LEERRT.

Fiscal Consideration: Participation with LEERRT has no fiscal impact.

Staff Recommendation: Based on review by this office, staff recommends approval of the Memorandum of Understanding between the City of San Juan Police Department and the City of Pharr Fire Department.

Alternatives: Dis-approve the Memorandum of Understanding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/31/2024
Approved - 10/31/2024
Approved - 11/1/2024
Final Approval - 11/1/2024

MEMORANDUM OF UNDERSTANDING

FOR POLICE SERVICES BY AND BETWEEN

City of San Juan, Texas Police Department

& City of Pharr, Texas Fire Department

This Memorandum of Understanding is being executed between the **City of San Juan, Texas Police Department** and the **City of Pharr, Tx Fire Department** to establish operating procedures for the **Law Enforcement Emergency Regional Response Team**. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the **City of San Juan Police Department** and **City of Pharr Fire Department** to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain specialized police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the **City of San Juan Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Pharr Fire Department** agree as follows:

PURPOSE AND MISSION

The primary purpose of the **Law Enforcement Emergency Regional Response Team** is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the **Law Enforcement Emergency Regional Response Team**, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the **Law Enforcement Emergency Regional Response Team Policies and Procedures**.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The **Law Enforcement Emergency Regional Response Team** recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.

GENERAL AGREEMENTS

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Departments or Fire Departments of the **City of San Juan** and **City of Pharr Fire Department**.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life-threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. "**City of San Juan Police Department**" means the corporate limits of said City.
 - b. "**City of Pharr Fire Department**" means the corporate limits of said City.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request specialized emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, or designee, shall be responsible for receiving requests for specialized emergency police services and assistance of the **Law Enforcement Emergency Regional Response Team** in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies

shall request specialized emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or assistance from other Agencies (**Law Enforcement Emergency Regional Response Team**).
2. The requesting Agency shall specify the type of specialized emergency police service or assistance, **Law Enforcement Emergency Regional Response Team** which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or assistance of the **Law Enforcement Emergency Regional Response Team** requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting specialized emergency police services or assistance from other Agencies, and the types of specialized emergency police services and assistance of the **Law Enforcement Emergency Regional Response Team** which they are requesting are as follows:
 - a. The **City of Pharr Fire Department** hereby requests that the police department of **City of San Juan Law - Enforcement Emergency Regional Response Team** provide specialized emergency police services and assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of **City of Pharr Fire Department**, or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of **City of Pharr, Texas Fire Department**.

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are

acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

D. COMPOSITION AND COMMAND

The **City of Pharr, Texas Fire Department** agrees to assign up to **Four (4) Firefighters to the LEERTT as Tactical Emergency Medical Technicians**. Increases to the LEERTT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERTT Team will be in accordance with the provisions outlined in the LEERTT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERTT team by providing a **30 day notice to the team Tactical Commander in writing**. This will include the number of personnel assigned.

The LEERTT will select all prospective members from a valid selection roster created through applicant testing. Criteria form application will be based on the following; time in service if a certain length, satisfactory job performance in present and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERTT validated task-specific test(s).

The LEERTT team Tactical Commander and team leaders will be assigned by the Command and Control Structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERTT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

E. POLICY AND DIRECTION

The policy and direction of the **Law Enforcement Emergency Regional Response Team** will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERTT team.

F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERTT Team will assist when requested to the extent possible.

G. COOPERATION BETWEEN AGENCIES

To the extent possible, all **Law Enforcement Emergency Regional Response Team** operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in

accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the **Law Enforcement Emergency Regional Response Team Command and Control Element**. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

I. OPERATIONAL PROCEDURES

The **Law Enforcement Emergency Regional Response Team** in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in concert with the National Incident Management System (NIMS) and/or Incident Command System (ICS) protocols. The **LEERRT** will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

J. EQUIPMENT

Equipment acquisition will occur jointly by the **Law Enforcement Emergency Regional Response Team**. The Command Staff will meet monthly and answer to and provide regular updates on the following to the **LEERRT participating agencies**; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. **Regional Grant monies will be used to assist member agencies in the purchase of specialized equipment.**

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

K. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

L. EVALUATION AND REVIEW

The **Law Enforcement Emergency Regional Response Team** will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

M. LIABILITY

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the command and control staff of the San Juan Police Department's legal department.

N. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

O. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the **City of San Juan, Texas Police Department - Law Enforcement Emergency Regional Response Team** and the **City of Pharr, Texas Fire Department**.

P. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the **City of San Juan Police Department - Law Enforcement Emergency Regional Response Team** and the **City of Pharr, Texas Fire Department**.

Q. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the **City of San Juan Police Department - Law Enforcement Emergency Regional Response Team** or the **City of Pharr, Texas Fire Department** of an ordinance, resolution, or written document indicating withdrawal from this agreement.

R. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

S. CONFIDENTIALITY

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERRT policies and procedures manual.

IN WITNESS WHEREOF, the City Council of **City of San Juan, Texas** and the City Council of the **City of Pharr, Texas** have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

AGENCY A

Authorized Official: _____ Chief Leandro Sifuentes (Interim)
Signature Printed Name and Title

Agency: San Juan Police Department

Address: 301 E Ridge Rd San Juan, Tx 78589 Telephone(s): (956) 223-2400

AGENCY B

Authorized Official: _____ Chief Pilar Rodriguez
Signature Printed Name and Title

Agency: Pharr Fire Department

Address: 118 S Cage Blvd Pharr, Tx 78577

Telephone(s): (956) 402-4000



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 31, 2024

MEETING DATE: November 4, 2024

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Contract between the University of Texas Rio Grande Valley (UTRGV) and the City of Pharr for the use of the Regional Security Operations Center (RSOC) Services. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The State of Texas has funded UTRGV through legislature for building a regional cyber security center and offer free services to public institutions in our region. This will allow us to work with them and have them provide real-time monitoring, alerting and training resources for our staff.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Hilda Pedraza
Ricardo Rodriguez
Cynthia Garza
Jamison Merrick
City Management Office

Created/Initiated - 10/31/2024
Approved - 10/31/2024
Approved - 10/31/2024
Approved - 11/1/2024
Approved - 11/1/2024
Final Approval - 11/1/2024

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
AND
CITY OF PHARR
RELATING TO THE USE OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
REGIONAL SECURITY OPERATIONS CENTER(RSOC)SERVICES**

THIS INTERLOCAL COOPERATION CONTRACT (ILC) is entered into by and between [City of Pharr] and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY(UTRGV) (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This ILC is created to give effect to the intent and purpose of Chapter 2059, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2059.201, 2059.202, 2059.203, 2059.204, and 2059.205 and authorizes RSOC Customer to participate in the RSOC operated by UTRGV.

RSOC Customer acknowledges and agrees that this ILC is with UTRGV and, therefore, RSOC Customer does not have privity of contract with any UTRGV service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I CONTRACTING PARTIES RSOC CUSTOMER: [City of Pharr]
PERFORMING AGENCY: The University of Texas Rio Grande Valley (UTRGV)
Contract No. PROCUR-ILOCAL-973-2025

SECTION II STATEMENT OF SERVICES TO BE PERFORMED 2.1 Effect of ILC and General Process

Specific services will be outlined in the statement of work which will be developed during the onboarding processes.

Per Government Code Section 2059.204, the Department of Information Resources DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

- (a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
- (b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
- (c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
- (d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
- (e) cybersecurity educational services.

Additional RSOC services may be offered to customers and would be listed in the scope of work or scope of work addendums as added.

This Interlocal Contract is between UTRGV and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties.

SECTION III RSOC CUSTOMER PARTICIPATION 3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UTRGV, in writing prior to execution of this ILC, of all RSOC Customer-specific requirements ("RSOC Customer-Specific Legal Requirements") that pertain to any part of RSOC Customer's business that is supported by UTRGV under this ILC. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be identified and included in the scope of work (SOW) to RSOC Customer. RSOC Customer shall use commercially reasonable efforts to notify UTRGV, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UTRGV compliance, RSOC Customer shall provide written interpretation to UTRGV of any RSOC Customer-Specific Requirements. Should any Customer-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of UTRGV to perform the services provided for herein, UTRGV may terminate this ILC immediately without further obligation to the Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for

- (a) provide security monitoring tools;
- (b) monitoring of security events;
- (c) notification of security events that require follow-up; and
- (d) reporting.

3.3 RSOC Customer responsibilities

Where appropriate, RSOC Customer shall support the following:

- (a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications in order to comply with the standards;
- (b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs;
- (c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems;
- (d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services;
- (e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services;
- (f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to take action on a RSOC reported incident or alert;
- (g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe;

- (h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe;
- (i) Participate as possible, in evaluation and continuous improvement discussions to improve offering and services; and
- (j) Participate, as possible, in area-wide activities and discussions to improve and enhance the collaboration and cooperation between and among partner organizations to improve the cybersecurity posture of the region.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities

Any use by UTRGV of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work (See 2.1), as amended from time to time by UTRGV. RSOC Customer agrees to inform UTRGV as to any RSOC Customer specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

RSOC Customer accepts the related potential risks and liabilities that are created by RSOC Customer's failure to comply with the recommendations if it is determined by UTRGV and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. UTRGV and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Customer's decision to not follow UTRGV's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UTRGV will give the RSOC Customer notification of non-compliance.

RSOC Customer recognizes and accepts that cybersecurity, Internet, and technology related activities have inherent risks of breach, compromise, misuse, or disruptions and that no service can guarantee that a breach, compromise, misuse, disruption or similar incident will not occur.

SECTION IV 4.1 PRICING

The RSOC program is funded by DIR through legislative appropriations. Licenses and resources will be applied to RSOC Customer based on available funding and capacity. If a scenario arises where funding is impacted and the RSOC customer wishes to continue to receive the RSOC services they have subscribed to, a cost recovery model will be defined and mutually agreed to via changes to SOW.

**** Please note that not all RSOC services will have a cost associated with them or are of a very low cost so, even if funding is impacted, RSOC Partnership can continue regardless of funding from the State of Texas.**

4.2 PAYMENT FOR SERVICES

While no costs are anticipated at this time, in the event that such costs would arise, UTRGV shall invoice RSOC Customer for Services on an agreed to schedule based on an addendum to the contract agreed to by both parties. Each invoice shall include the applicable charges for Services received from UTRGV, and all allocated charges incurred by UTRGV on behalf of RSOC Customer in accordance with this ILC.

5. 1 SECTION V TERM AND TERMINATION OF CONTRACT AND SERVICES 5.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services.

RSOC Customer shall provide at least sixty (60) days' written notice to UTRGV prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by UTRGV, RSOC Customer shall pay UTRGV an amount sufficient to reimburse UTRGV for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Customer. This reimbursement for costs incurred by UTRGV shall be negotiated at the time of the contract termination, if any costs exist.

5.2 Termination of Services

UTRGV may terminate this ILC by giving the Customer sixty (60) calendar days written notice.

SECTION VI MISCELLANEOUS PROVISIONS 6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UTRGV in connection with the RSOC is information collected, assembled, and maintained for UTRGV. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this ILC or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UTRGV acknowledges that RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UTRGV and that other data compliance restrictions could apply. RSOC customer further acknowledges that UTRGV will collect and use de-identified data collected in RSOC operations to build a data repository for educational and research purposes.

UTRGV and RSOC Customer shall determine whether:

- (1) RSOC Customer is subject to the Family Education Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;
- (2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or
- (3) if RSOC Customer is subject to any other requirements specific to the provision of Services.
- (4) RSOC Customer is subject to additional data compliance regulations or restrictions requiring specialized requirements to be observed.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UTRGV to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the identifiable data the RSOC Customer feeds to UTRGV as part of this agreement including all right(s), title, and interest in or to the data. UTRGV is permitted to use identifiable data as needed to perform services provided under this agreement. At termination of contract, UTRGV will destroy all identifiable data provided by RSOC Customer within 30 days of termination. UTRGV will retain all right(s), title, and interests in or to de-identifiable data collected and all work product materials related to training, education, and awareness materials developed for RSOC use.

6.3.1

For purposes of this ILC and where applicable, UTRGV hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. Where applicable, The Educational Entity hereby designates UTRGV as a "School Official" as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within 30 days of the effective termination of this ILC, UTRGV shall return any confidential student information or records to RSOC Customer lawfully obligated to maintain the confidentiality of such information or records.

6.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

RSOC Customer's Primary Contact for contract

Name: Jonathan Flores

Title: City Manager

Address: 118 S. Cage Blvd., Pharr, TX 78577

Telephone: (956) 402-4100

email: Jonathan.flores@pharr-tx.gov

UTRGV's Primary Contact for contract

Name: Kevin Crouse

Title: Chief Information Security Officer

Address: 1202 W University Drive, Edinburg, TX 78539
Telephone: 956-665-7823
Email: Kevin.Crouse@utrgv.edu

6.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

6.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

6.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

6.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UTRGV will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Customer shall comply with all policies, procedures, and processes as provided by UTRGV.

In the event RSOC Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UTRGV, including interest accrued, those costs shall be the responsibility of RSOC Customer. UTRGV and RSOC Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

- (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contracts;
- (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and
- (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Customer. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to RSOC Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, UTRGV and RSOC Customer do not waive any privileges, rights, defenses, remedies, or immunities available to UTRGV or RSOC Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Edinburg, Hidalgo County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Hidalgo County, Texas. If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

UTRGV is not responsible to defend, indemnify, or hold RSOC Customer harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Customer is not responsible to defend, indemnify, or hold UTRGV harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and or breach, the RSOC Customer understands that based on many factors, including system settings, user behaviors, log and other information availability, etc. it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VII CERTIFICATIONS

The undersigned Parties hereby certify that:

- (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (2) this ILC serves the interest of efficient and economical administration of State Government; and

(3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: City of Pharr

By:

Printed Name: Jonathan Flores

Title: City Manager

Date:

Signature:

PERFORMING AGENCY: UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: Alex Valdez

Printed Name: Alex Valdez

Title: UTRGV Chief Procurement Officer

Date:

Signature: